



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

WEST LINN CITY COUNCIL MEETING NOTES March 11, 2019

Call to Order and Pledge of Allegiance to the Flag

Council Present:

Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Council Absent:

Mayor Russ Axelrod.

Staff Present:

City Manager Eileen Stein, Assistant to the City Manager Dylan Digby, City Recorder Kathy Mollusky, City Attorney Tim Ramis, Associate Planner Darren Wyss, Parks and Recreation Director Ken Worcester, IT Director Shane Boyle, and Deputy City Manager John Williams.

Approval of Agenda

Councilor Richard Sakelik moved to approve the agenda for the March 11, 2019, West Linn City Council Meeting removing Item 5b, Findings for 2410/2422/2444 Tannler Drive and Item 6a, City Council Goals approval, and adding 5g regarding an amendment to the IGA with ODOT for motor carrier inspections. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

Public Comments [10 min]

Stacy Epstein stated that there is a lack of respect and discourse at West Linn meetings. She believes it is a spreading, hostile environment. She hears demeaning comments at Council Meetings towards other Council members and staff. She is disappointed Mr. Kingsboro was not reappointed to the Parks and Recreation Advisory Board (PRAB). The Planning Commission made insulting comments about staff and PRAB members. PRAB spent hours representing all stakeholders in the plan. All advisory board members are volunteers. Two councilors stated we put you on the board, if it was not for us, you would not be on the board. Codes of Conduct get written and are promptly ignored. All this undermines our ability to move forward and reflects poorly on the city. She enjoys volunteering on the PRAB. The City needs strong, respectful, collaborative leadership.

Eric Mills stated that he is a car guy. He traveled this summer to fun car shows. He suggested Council make some local car events. Local companies can sponsor the events so it does not cost the city any money.

Proclamations, Recognitions and Scheduled Presentations to the Council [20 min]

Arbor Day Proclamation

Proclamation

Councilor Walters read the Arbor Day Proclamation.

Parks and Recreation Director Worcester described the events and plantings that are related to Arbor Day.

Business Meeting [1 hour]

Agenda Bill 2019-03-11-01: Public Hearing “ Proposed Comprehensive Plan Map and Zoning Map Amendments for Properties along 8th Avenue in the Willamette Neighborhood (PLN-18-02)

8th Avenue Information

ORDINANCE 1688, RELATING TO THE AMENDMENT OF WEST LINN COMPREHENSIVE PLAN MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP

Council President Cumming stated that a public hearing on a proposal to amend the West Linn Comprehensive Plan Map and the West Linn Zoning Map, as recommended by the Council appointed Mixed-Use Working Group and the West Linn Planning Commission, is called to order. The testimony and arguments we hear will be used to come to a decision on these amendments either tonight or at a later date. She explained how the hearing would proceed.

City Attorney Ramis stated that the Council's decision must be based on consideration of: 1) the statewide planning goals and administrative rules adopted under ORS Chapter 197, 2) applicable federal or state statutes or rules, 3) applicable plans and rules adopted by Metro, and 4) on the City's comprehensive plan and development code. The Council may consider any relevant testimony received. Failure to raise an issue during the City's hearing on this matter precludes an appeal to the Land Use Board of Appeals (LUBA) based on that issue. Any party with standing may appeal the decision of the City Council to LUBA according to the rules adopted by that Board. Persons with standing include those who submit written comments or present oral arguments.

City Attorney Ramis asked if any members of the Council wish to declare a potential or actual conflict of interest? There were none.

He asked if any member of the audience wished to challenge the ability of any member of the Council to participate in this decision? There were none.

Associate Planner Wyss gave the staff presentation. The Council decision is to approve the Planning Commission recommendation, approve with changes or deny the recommendation. He explained the Comp Plan Map Amendment (ORD 1688) and Proposed Zoning Map Amendment (ORD 1689). Council appointed the mixed use working group in November 2017. They recommended the 8th Avenue rezone.

[Staff Presentation](#)

Public Comment

Erik Mills asked if any of this zoning would open up for automotive business and new startup businesses. He wants to make sure to open the zoning for businesses.

Associate Planner Wyss stated that this would change the zoning on the property. Industrial use allows auto repair. General Commercial is allowed; however, the business owner would have to go through the land use process.

Council thanked the mixed use group for their work on this.

Council President Cummings closed the public hearing.

Councilor Richard Sakelik moved to approve First Reading for Ordinance 1688, an ordinance relating to the amendment of West Linn Comprehensive Plan Map to implement the recommendation from the City Council appointed Willamette Neighborhood mixed-use transitional zone working group, and set the matter for Second Reading. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

Councilor Richard Sakelik moved to approve Second Reading for Ordinance 1688, an ordinance relating to the amendment of West Linn Comprehensive Plan Map to implement the recommendation from the City Council appointed Willamette Neighborhood mixed-use transitional zone working group, and adopt the ordinance. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[ORDINANCE 1689, RELATING TO THE AMENDMENT OF WEST LINN ZONING MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP](#)

Councilor Richard Sakelik moved to approve First Reading for Ordinance 1689, an ordinance relating to the amendment of West Linn zoning map to implement the recommendation from the City council appointed Willamette Neighborhood mixed-use transitional zone working group, and set the matter for Second Reading. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

Councilor Richard Sakelik moved to approve Second Reading for Ordinance 1689, an ordinance relating to the amendment of West Linn zoning map to implement the recommendation from the City council appointed Willamette Neighborhood mixed-use transitional zone working group Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[b. Agenda Bill 2019-03-11-02: Findings for 2410/2422/2444 Tannler Drive \(AP-19-01\)](#)

[Findings Information](#)

[Withdrawal of Appeal Letter](#)

This item was removed from the agenda.

[Agenda Bill 2019-03-11-03: RESOLUTION 2019-03, DESIGNATING WEST LINN, OREGON AS A BEE CITY USA® AFFILIATE](#)

[RES 2019-03](#)

Parks and Recreation Director Worcester stated that they have been working to receive the Bee City USA designation. They have pollinator gardens and have been working with the schools. This resolution is the last step to receive this designation. There are very few in the state.

Councilor Sakelik asked if this relates to any private or hobby honey makers and if there are any places available for hives?

Parks and Recreation Director Worcester stated that our codes don't allow hives everywhere. They try to make sure there are natural places for bees to rest. Bees are still considered farm animals. Staff could look at putting them in community gardens.

Councilor Walters respects the society and is excited to partner with them.

Parks and Recreation Director Worcester stated that the executive director of the society lives in West Linn.

Council President Cummings stated that the Parks and Recreation Board (PRAB) discussed this at their meeting. They have one at Marylhurst and Trillium Creek.

Parks and Recreation Director Worcester added they have them at Cedar Oak and are working on one at Mary S. Young. They have identified Willamette, Savanna Oaks, Sunset, and Robinwood for future gardens. They have worked with the Boy and Girl Scouts, the Brownies, Bluebirds, other youth groups, and schools.

Councilor Richard Sakelik moved to adopt Resolution 2019-03 designating West Linn, Oregon as a Bee City USA® affiliate. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[Agenda Bill 2019-03-11-04: Microsoft Enterprise Agreement Software Renewal](#)

[Microsoft Information](#)

IT Director Boyle gave the staff report asking Council to support renewal of the Microsoft software agreement.

Councilor Sakelik stated that it looks like the City is saving money.

Councilor Relyea thanked IT Director Boyle for his expertise.

Councilor Richard Sakelik moved to approve the renewal of the Microsoft Enterprise software agreement. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[Agenda Bill 2019-03-11-05: Contract Award for the West Linn library Re-Roofing project*](#)

[Library Re-Roofing Information](#)

[Staff clarifying information](#)

Parks and Recreation Director Worcester gave the staff report. The base bid is about \$233,000. There is a price of \$275 per square foot for additional insulation or if something is not right; it will be unknown until it is actually stripped to see what damage is there. There is \$90,000 in there for interior damage due to the leaky roof. There is \$400,000 set aside in the General Obligation (GO) bond for this project.

Councilor Sakelik stated that it is nice to see the warranty and other details. He asked if staff was putting anything forward in the Capital Improvement Plan (CIP) for the next three to six years for this project.

Parks and Recreation Director Worcester stated that this is second phase of the building. This will not be in the CIP for the next 10 to 15 years.

Councilor Richard Sakelik moved to Authorize the City Manager to enter into a contract with Carlson Roofing Inc. of Hillsboro, Oregon, for the West Linn Library Re-roofing Project. Councilor Jules Walters seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[Agenda Bill 2019-03-11-06: Contract Award for the 2019 Water Main Replacement Project \(PW-18-03\)*](#)

[Water Main Information](#)

Deputy Director Williams gave the staff report.

Councilor Sakelik asked if the \$600,000 received from the sale of the property, that went into the water fund, is helping with this.

Deputy City Manager Williams stated that the water fund has one fund that is used for capital projects so it cannot be said that those exact dollars go to this; however, they go back into the fund and allow us to do capital projects in the future.

Councilor Richard Sakelik moved to Authorize the City Manager to enter into a contract with M.L. Houck Construction Co. in the amount of \$218,281.00 for the 2019 Water Main Replacement Project. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

[Oregon Motor Carrier Intergovernmental Agreement.](#)

[OR Motor Carrier IGA](#)

City Manager Stein gave the staff report. This Agreement was amended in 2015. Since there are more officers doing more enforcement, the City will receive more money - \$106,000 rather than \$70,000.

Councilor Walters stated that she is glad the City has officers available to make this happen.

Councilor Richard Sakelik moved to approve amendment two to the intergovernmental agreement with the state of Oregon/ODOT for motor carrier inspections and authoring the City Manager to sign the amendment. Councilor Bill Relyea seconded the motion.

Ayes: Council President Teri Cummings, Councilor Bill Relyea, Councilor Richard Sakelik, and Councilor Jules Walters.

Nays: None.

The motion carried 4 - 0

Mayor and City Council Reports [20 min]

a. ~~City Council Goals Approval~~

This item was pulled from the agenda.

Councilor Walters stated that last weeks West Linn Tidings editorial board wrote an opinion piece titled Council Dysfunction Could Have Big Fiscal Impacts. Many citizens read it. It cited examples of how Council may not be doing its job. She knows Council has a problem. There are three key issues. 1) Lack of trust and respect between Council and staff; 2) There is an effort to keep litigating the past; and 3) There is a lack of vision to guide West Linn. A few citizens decided Council should remove the aquatic center from the draft Parks Master Plan. The Plan is a 20 year vision document, it is also mentioned in Imagine West Linn. Council goals are still not finalized for 2019. With the City Attorney and the paid facilitator in the room, there is a fiscal impact to long, unproductive meetings. There is a dysfunction here and there must be a civil way to move forward, even if Council does not agree. She has dedicated many volunteer hours in the city and schools. It is up to Council to guide the City to be the best.

Councilor Sakelik received a comment from a Citizen Advisory Group applicant that they have not received anything that she has not been chosen. Council needs to send out thank you for applying notes. We do recognize volunteers at recognition party. He agrees with Councilor Walters that everyone needs to be honest and civil, no one is exempt from that.

Council President Cummings stated that it is an honor to serve the citizens of West Linn.

City Manager Report [10 min]

Nothing to report tonight.

City Attorney Report [5 min]

City Attorney Ramis stated that the Land Use Board of Appeals case was decided in favor of the City, that the City does not have jurisdiction over the request to construct the ceremonial platform over the river. It could be appealed to the Court of Appeals.

City Manager Stein explained letters are sent to Citizen Advisory Group applicants that are not appointed. It is faster to send emails and we are changing our practice.

Council President Cummings stated that the Citizen Advisory Group training is March 21 and everyone is welcome to attend.

Adjourn

Agenda items moved from March 4 Meeting

These notes approved May 13, 2019.



CITY OF
**West
Linn**

City Council

8th Avenue Rezone Recommendation

Public Hearing: PLN-18-02

March 11, 2019

Decision Before the City Council



Legislative Public Hearing

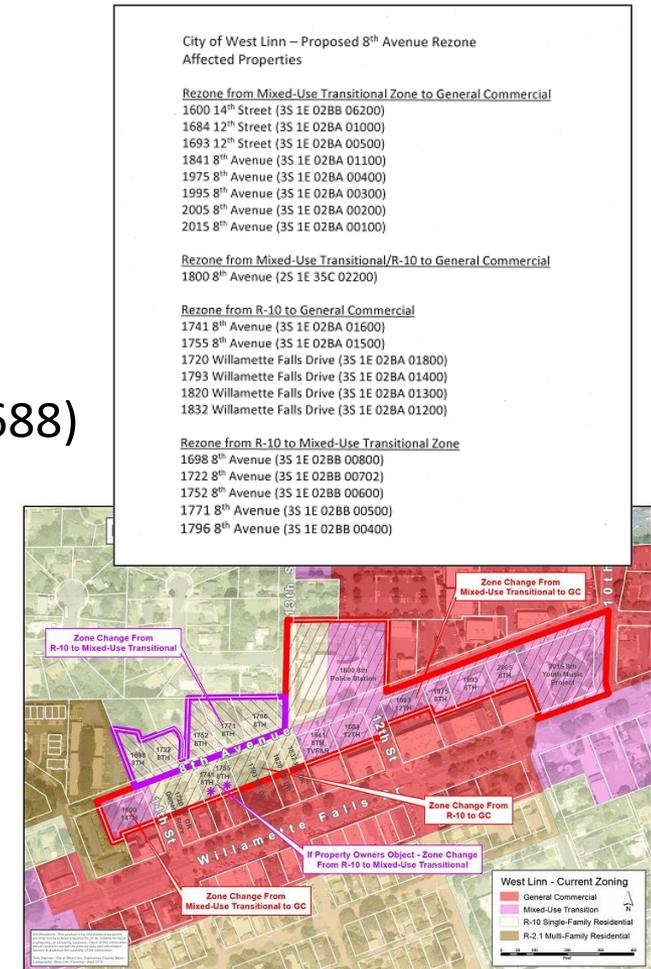
- PC Recommendation to Council
 - Approval
 - Approval with Changes
 - Denial

Comprehensive Plan Map Amendment (ORD 1688)

- Mixed-Use to Commercial
- Low Density Residential to Commercial
- Low Density Residential to Mixed-Use

Zoning Map Amendment (ORD 1689)

- Mixed-Use to General Commercial
- R-10 to General Commercial
- R-10 to Mixed-Use





- 🍃 **Agenda Bill**
 - Background Information
- 🍃 **Attachments**
 - Proposed Comp Plan Map Amendment (ORD 1688)
 - Proposed Zoning Map Amendment (ORD 1689)
 - Planning Commission Recommendation Memo
 - Staff Report
 - TPR Analysis
 - MU Working Group Memo
 - Affidavit of Notice
 - Public Comment



West Linn

**STAFF REPORT
FOR THE PLANNING COMMISSION**

FILE NUMBER: PLN-18-02
HEARING DATE: November 7, 2018
REQUEST: To consider a recommendation to City Council for adoption of proposed Comprehensive Plan Map amendments and Zoning Map amendments for properties along 8th Avenue in the Willamette Neighborhood.
APPROVAL CRITERIA: Community Development Code (CDC) Chapters 98 and 105
STAFF REPORT PREPARED BY: Darren Wyss, Associate Planner

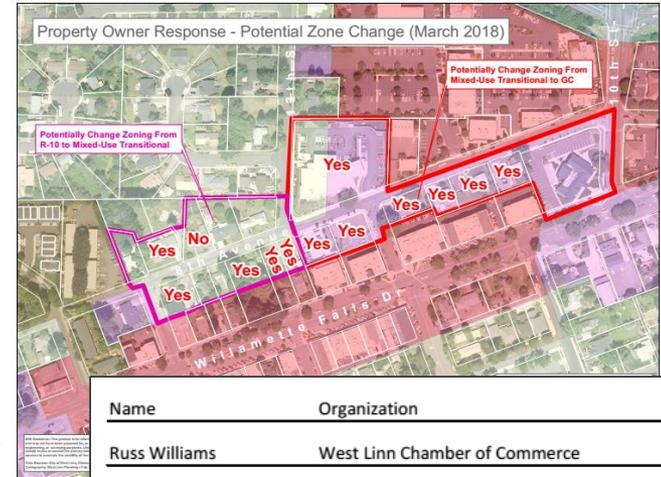
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Process to Get Here



- ❖ CC appointed MU Working Group (November 2017)
- ❖ MU Working Group Meetings (Jan – March 2017)
 - Recommendations for Future Consideration
 - 8th Avenue Rezone - 10th to 13th Street from MU to GC
 - 8 of 8 property owners in favor
 - 8th Avenue Rezone - 13th to 14th Street from R-10 to MU/GC
 - 4 of 6 property owners on south side in favor
 - 1 in favor, 1 not out of 5 on north side
- ❖ CC requested MU Working Group hold additional meeting
 - Final Recommendation on 8th Avenue Rezone



Name	Organization
Russ Williams	West Linn Chamber of Commerce
Jim Farrel	West Linn Planning Commission
Shannen Knight	West Linn Economic Development Committee
Noelle Brooks	Historic Willamette Main Street
Gail Holmes	Willamette Neighborhood Assn.
Rishi Bansal	Savanna Oaks Neighborhood Assn.
Roger Straus	Bolton Neighborhood Assn.
Jim O'Toole	Robinwood Neighborhood Assn.
David Lawrence	Property Owner



Process to Get Here

- **MU Working Group Meeting (September 19, 2018)**
 - 8th Avenue & Neighboring Property Owners Invited
 - Reached Consensus on Final Recommendation
- **CC/PC Joint Worksession (October 15, 2018)**
 - Proposal Briefing/Opportunity for Questions
 - Directed Staff to Begin Legislative Process
- **ODOT Letter Requiring TPR Analysis (October 25, 2018)**
 - Proximity to Highway Interchange
 - Public Hearing Cancelled in November 2018
 - Consultant Hired to Respond



West Linn

Memorandum

Date: September 27, 2018

To: West Linn City Council and West Linn Planning Commission

From: Willamette Neighborhood Mixed-Use Transitional Zone Working Group

Subject: 8th Avenue Rezone Proposal – Final Recommendation

The Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) met on September 19, 2018 for the purpose of making a final recommendation on rezoning properties along 8th Avenue. The meeting was requested by City Council to follow-up on two of the five recommendations for future consideration made in April 2018 by the MU Working Group:

- Consider rezoning the properties along 8th Avenue, between 10th and 13th Streets, from Mixed-Use to General Commercial as they don't meet the transitional purpose of the zone. Staff contacted the property owners for feedback and seven of the eight responded in support of a potential change.
- Consider rezoning the properties along 8th Avenue, between 13th and 14th Streets, from R-10: Single-Family Detached Residential to at least Mixed-Use, if not some to General Commercial as these properties actually meet the transitional purpose of the zone.

Staff contacted _____ and _____ who responded in support of the five properties.

Present at the meeting _____ discussed primary topics of discussion including parking needs, proper purpose of each zone, discussion and feedback from the MU Working Group follows (please also see _____).

Balance from Mixed-Use
 1600 14th Street
 1684 12th Street
 1809 12th Street
 1841 8th Avenue (TV&R)



Oregon

Kate Brown, Governor

Department of Transportation
 Region 1 Headquarters
 123 NW Flansden Street
 Portland, Oregon 97209
 (503) 731-8200
 FAX (503) 731-8259

October 25, 2018

ODOT Case No: 8689

To: Darren Wyss, Associate Planner

From: Marah Danielson, Senior Planner

Subject: Public Hearing PLN-18-02: City of West Linn Comp Plan Amendments- Zone Change
 I-205/10th St Interchange

We have reviewed the City's proposed ordinances number 1688 and 1689 to do comprehensive map and zoning map amendments for properties along 8th Avenue, Willamette Falls Dr, 12th St and 14th St. These properties are located in the vicinity of the I-205/10th St interchange. ODOT has permitting authority for this facility¹ and an interest in assuring that the proposed zone change/comprehensive plan amendment is consistent with the identified function, capacity and performance standard of this facility. According to the 1999 Oregon Highway Plan (OHP), this facility is classified an Interstate highway and the performance standard is .85 volume to capacity (v/c) ratio.

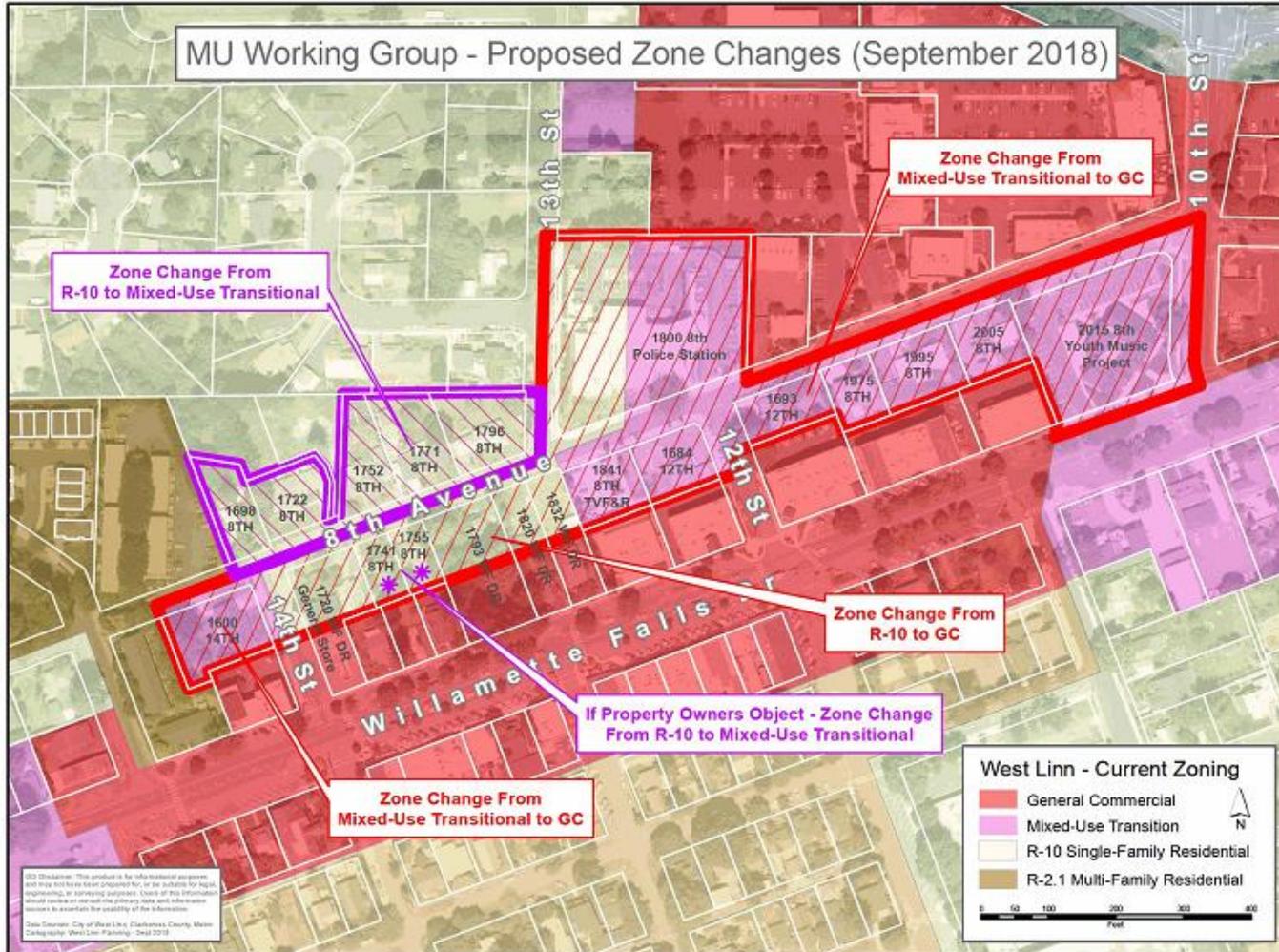
For zone changes and comprehensive plan amendments, local governments must make a finding that the proposed amendment complies with the Transportation Planning Rule (TPR), OAR 660-012-0060. There must be substantial evidence in the record to either make a finding of "no significant effect" on the transportation system, or if there is a significant effect, require assurance that the land uses to be allowed are consistent with the identified function, capacity, and performance standard of the transportation facility.

In order to determine whether or not there will be a significant effect on the State transportation system, ODOT requests that (auto entry field) require the applicant to prepare a traffic impact study (TIS) prepared by a transportation engineer registered in Oregon. The analysis should address the following:

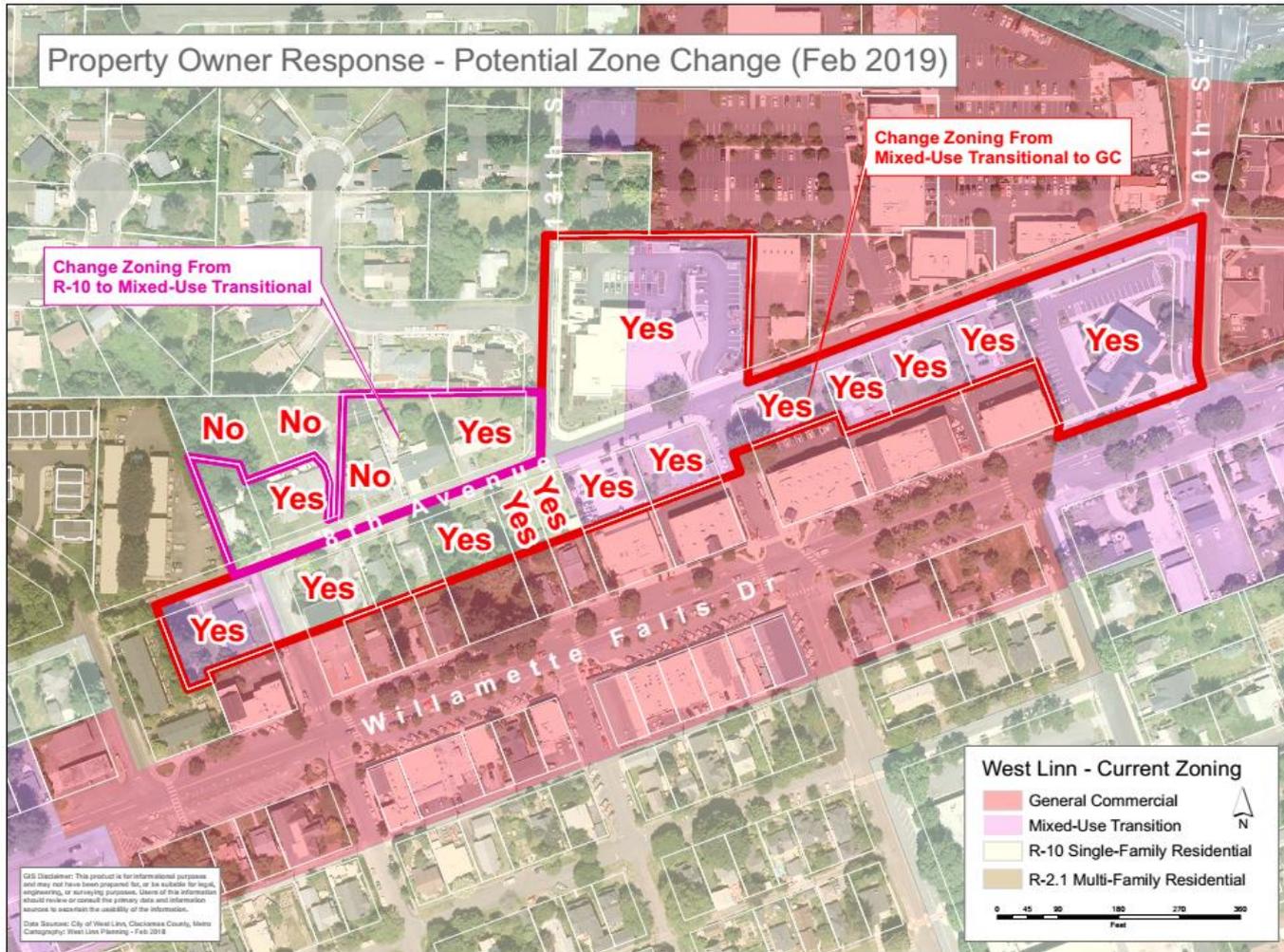
1. A comparison between the land use with the highest trip generation rate allowed outright under the proposed zoning/comp plan designation and the land use with the highest trip generation rate allowed outright under the existing zoning/comprehensive plan designation (this is commonly referred to as the "reasonable worst case" traffic analysis). The analysis should utilize the current edition of Institute of Transportation Engineers (ITE) Trip Generation manual, unless otherwise directed. To determine the maximum amount of

¹ OAR 734-051 website: http://dotweb.oregon.state.gov/ohp/03AR%20734051_051.html

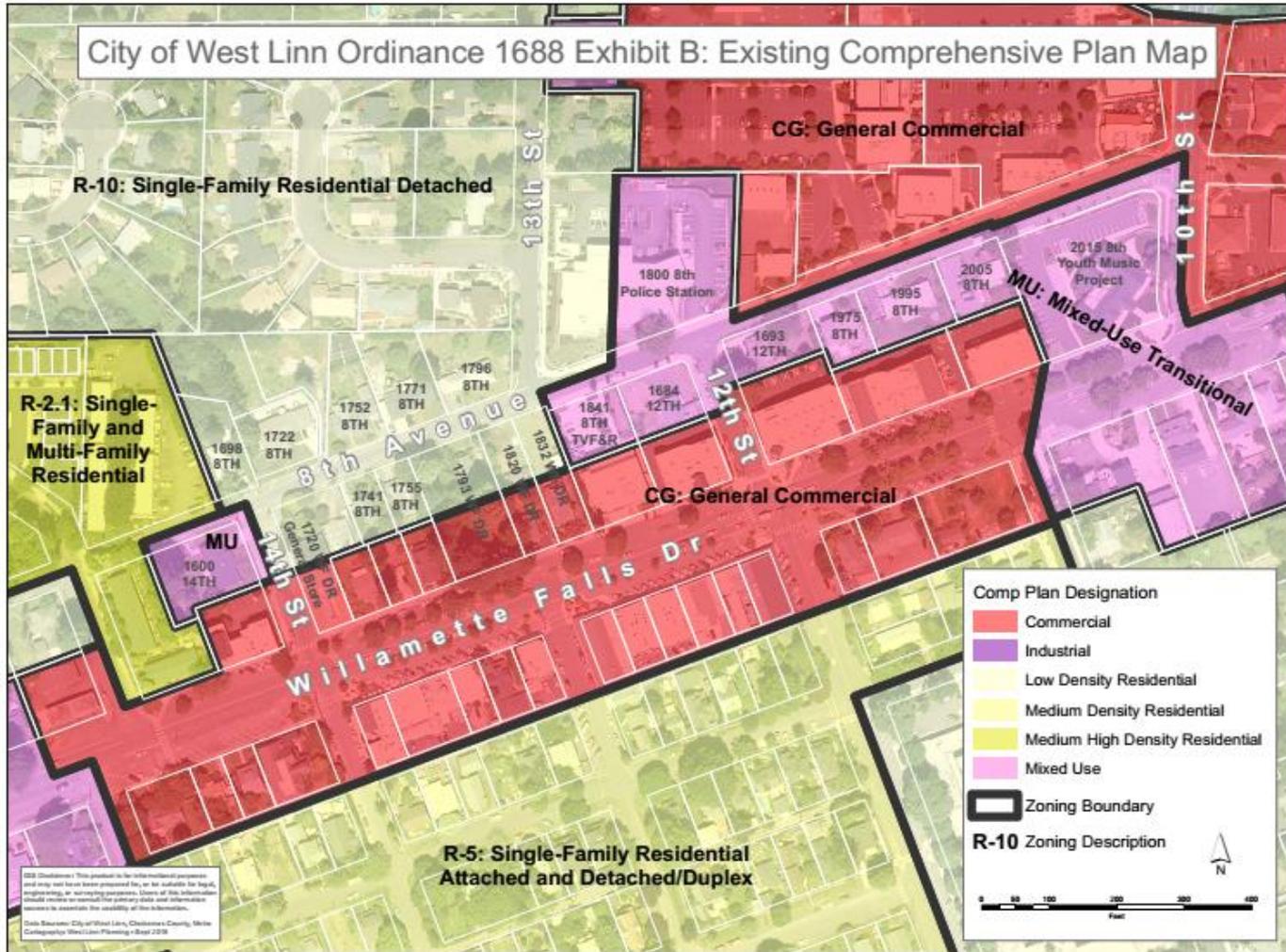
MU Working Group Recommendation



MU Working Group Recommendation

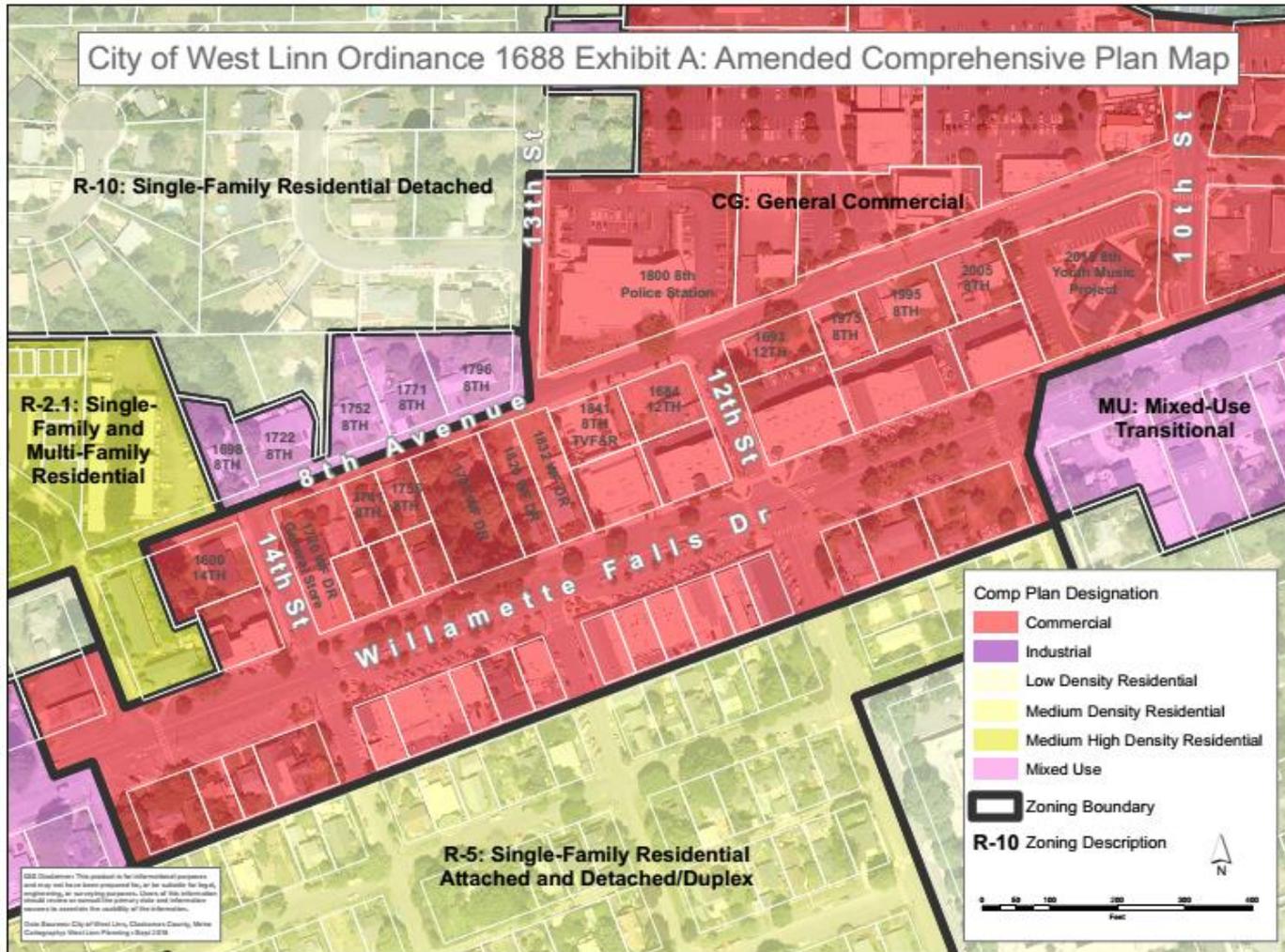


MU Working Group Recommendation



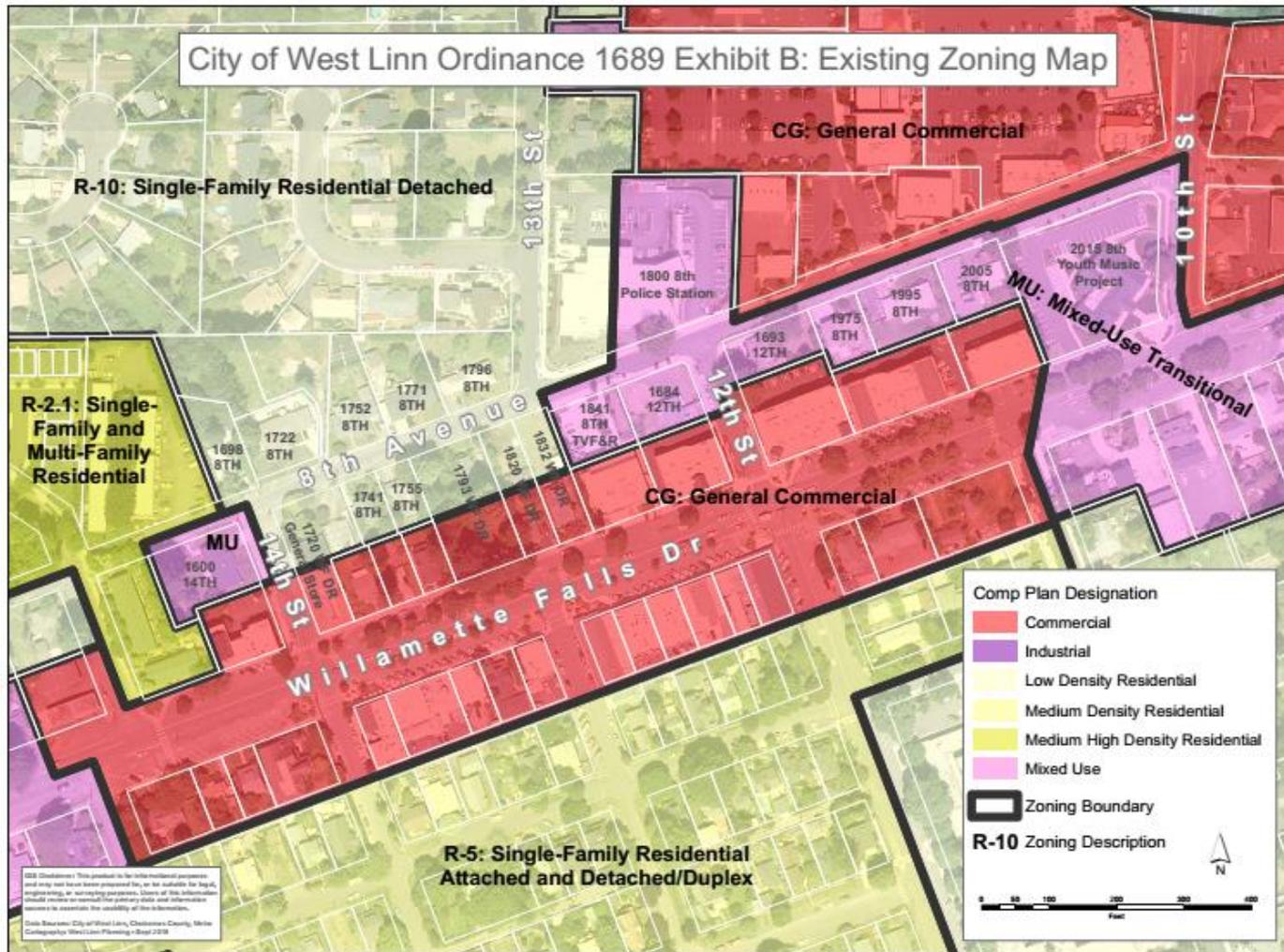


MU Working Group Recommendation



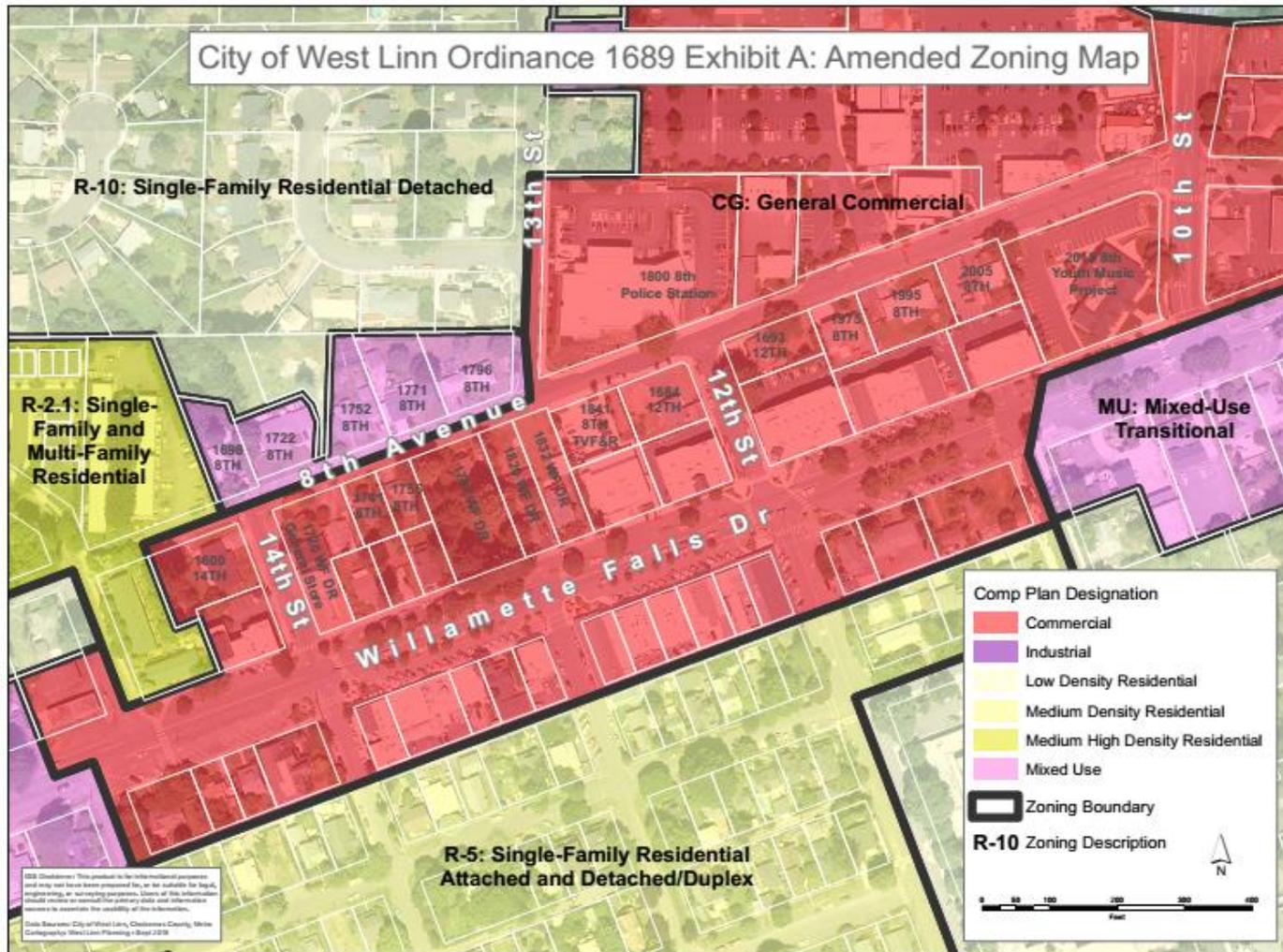


MU Working Group Recommendation





MU Working Group Recommendation





MU Working Group Recommendation

Rezone from Mixed-Use Transitional Zone to General Commercial

- 1600 14th Street (3S 1E 02BB 06200) – 0.34 acres w/commercial business
- 1684 12th Street (3S 1E 02BA 01000) – 0.23 acres w/empty single-family home
- 1693 12th Street (3S 1E 02BA 00500) – 0.22 acres w/new single-family home under construction
- 1841 8th Avenue (3S 1E 02BA 01100) – 0.23 acres w/Fire Station parking lot
- 1975 8th Avenue (3S 1E 02BA 00400) – 0.17 acres w/commercial business
- 1995 8th Avenue (3S 1E 02BA 00300) – 0.29 acres w/commercial businesses
- 2005 8th Avenue (3S 1E 02BA 00200) – 0.23 acres w/single-family home & commercial parking lot
- 2015 8th Avenue (3S 1E 02BA 00100) – 0.94 acres w/commercial business

Rezone from Mixed-Use Transitional/R-10 to General Commercial

- 1800 8th Avenue (2S 1E 35C 02200) – 1.67 acres w/West Linn Police Station

Rezone from R-10 to General Commercial

- 1741 8th Avenue (3S 1E 02BA 01600) – 0.13 acres w/single-family home
- 1755 8th Avenue (3S 1E 02BA 01500) – 0.13 acres w/empty single-family home
- 1720 Willamette Falls Drive (3S 1E 02BA 01800) – 0.25 acres w/commercial structure
- 1793 Willamette Falls Drive (3S 1E 02BA 01400) – 0.25 acres w/single-family home
- 1820 Willamette Falls Drive (3S 1E 02BA 01300) – 0.13 acres w/no development
- 1832 Willamette Falls Drive (3S 1E 02BA 01200) – 0.13 acres w/no development

Rezone from R-10 to Mixed-Use Transitional Zone

- 1698 8th Avenue (3S 1E 02BB 00800) – 0.23 acres w/single-family home
- 1722 8th Avenue (3S 1E 02BB 00702) – 0.24 acres w/single-family home
- 1752 8th Avenue (3S 1E 02BB 00600) – 0.27 acres w/single-family home
- 1771 8th Avenue (3S 1E 02BB 00500) – 0.31 acres w/single-family home
- 1796 8th Avenue (3S 1E 02BB 00400) – 0.31 acres w/single-family home

PLN-18-02 Process



- MU Working Group Recommendation



- Completed TPR Analysis & Updated Findings



- PC Public Hearing – January 23, 2019
 - Recommendation to City Council



- City Council Public Hearing – March 11, 2019
 - Final Decision on proposal





QUESTIONS OF STAFF?



CITY OF

West Linn

Public Comment Form

I wish to speak during Public Comment on a topic not related to an agenda item (comments are limited to five minutes):

Please specify topic (required): zoning for Auto shop.

I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (required):

Please print:

Name: Eric Mills

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 2660 Sunset Ave

City: West Linn State: OR. Zip: 97068

Email (Optional): _____ Phone (Optional): _____

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.



CITY OF

West Linn

Public Comment Form

I wish to speak during Public Comment on a topic not related to an agenda item (comments are limited to five minutes):

Please specify topic (required): CARSHOW

I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (required):

Please print:

Name: Eric Mills

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 2660 Sunset Ave.

City: West Linn State: OR. Zip: 97068

Email (Optional): _____ Phone (Optional): 541-418-7128

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

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CITY OF

West Linn

Public Comment Form

I wish to speak during Public Comment on a topic not related to an agenda item (comments are limited to five minutes):

Please specify topic (required): Meeting

I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (required):

Please print:

Name: STACY EPSTEIN

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: _____ State: _____ Zip: _____

Email (Optional): _____ Phone (Optional): _____

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

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

Revised CITY COUNCIL AGENDA

Monday, March 11, 2019

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

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

-
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 [20 min]
 - a. Arbor Day Proclamation
 5. Business Meeting [1 hour]
 - a. Agenda Bill 2019-03-11-01: Public Hearing – Proposed Comprehensive Plan Map and Zoning Map Amendments for Properties along 8th Avenue in the Willamette Neighborhood (PLN-18-02)
 - i. ORDINANCE 1688, RELATING TO THE AMENDMENT OF WEST LINN COMPREHENSIVE PLAN MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP
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 - b. Agenda Bill 2019-03-11-02: Findings for 2410/2422/2444 Tannler Drive (AP-19-01)
 - c. Agenda Bill 2019-03-11-03: RESOLUTION 2019-03, DESIGNATING WEST LINN, OREGON AS A BEE CITY USA® AFFILIATE
 - d. Agenda Bill 2019-03-11-04: Microsoft Enterprise Agreement Software Renewal
 - e. Agenda Bill 2019-03-11-05: Contract Award for the West Linn Library Re-Roofing Project*

- f. Agenda Bill 2019-03-11-06: Contract Award for the 2019 Water Main Replacement Project (PW-18-03)*
- 6. Mayor and City Council Reports [20 min]
 - a. City Council Goals Approval
- 7. City Manager Report [10 min]
- 8. City Attorney Report [5 min]
- 9. Adjourn

Agenda items moved from March 4 Meeting

PROCLAMATION

West Linn, Oregon

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, absorb climate changing pollutants, and provide habitat for wildlife; and

WHEREAS, by planting trees we emphasize views, direct pedestrian traffic and complement or enhance architecture; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of West Linn is recognized as a Tree City USA by the National Arbor Day Foundation and desires to expand its tree-planting and stewardship practices.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF WEST LINN, that the first full week of April each year is

ARBOR WEEK

And we call upon all citizens and civic organizations to celebrate trees by planting, maintaining, studying, and enjoying trees in our community. The City will celebrate Arbor Week by offering many community events focused towards the maintenance of existing trees and the planting of new trees.

DATED THIS 11TH DAY OF MARCH, 2019

MAYOR RUSSELL B. AXELROD

ATTEST:

KATHY MOLLUSKY, CITY RECORDER



CITY OF
**West
Linn**

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Agenda Bill 2019-03-11-01

Date: February 25, 2019

Meeting Date: March 11, 2019

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

From: Darren Wyss, Associate Planner, Community Development Department *DSW*

Through: John Williams, Deputy City Manager/Community Development Director *JRW*
Eileen Stein, City Manager *ES*

Subject: Proposed Comprehensive Plan Map and Zoning Map Amendments for properties along 8th Avenue in the Willamette Neighborhood (PLN-18-02)

Purpose

To hold a public hearing and consider proposed amendments to the West Linn Comprehensive Plan Map (Ordinance 1688) and Zoning Map (Ordinance 1689) for properties along 8th Avenue in the Willamette Neighborhood.

Question(s) for Council:

Should the Council adopt the proposed amendments as recommended by the Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) and the West Linn Planning Commission?

Public Hearing Required:

Yes

Background & Discussion:

PLN-18-02 is a proposal recommended by the Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) and includes rezoning properties adjacent to 8th Avenue in the Willamette Neighborhood. The MU Working Group, appointed by the West Linn City Council in November 2017, was originally tasked with recommending updates to the permitted/conditional uses in the Mixed-Use Transitional zone. The group accomplished this task in April 2018, after four meetings, and City Council adopted the recommendations in July 2018. As part of the discussions on appropriate uses in the zone, the group also made recommendations for future consideration by the City Council. One of these recommendations was to consider rezoning properties along 8th Avenue to better align with the purposes of the zones.

The MU Working Group met again on September 19, 2018 at the request of Council. The purpose of the meeting was to discuss and make a final recommendation related to potential rezoning of properties along 8th Avenue. All property owners along 8th Avenue and all neighboring properties were invited to attend the meeting and join the discussion. The group reached consensus and made a final

recommendation to City Council. The recommendation was based on what the group felt was clear agreement from previous discussions by the MU Working Group during four meetings in January to March 2018, its initial recommendations in April 2018, outreach to property owners, responses from property owners, and careful consideration of a number of topics discussed at the September 19th meeting, including impacts on single-family homeowners.

The recommendation includes rezoning the police station and all properties on the south side of 8th Avenue from Mixed-Use or R-10 Residential zoning to General Commercial zoning and five properties on the north side of 8th Avenue from R-10 Residential to Mixed-Use.

The proposed amendments were introduced and previously discussed at the October 15, 2018 joint worksession between the City Council and Planning Commission. At the meeting, staff was directed to bring the recommendation through the legislative process with no further worksessions needed.

In late October 2018, the Oregon Department of Transportation (ODOT) requested a Transportation Planning Rule analysis be completed because of the proximity to the 10th Street interchange. The legislative process was delayed as the analysis was completed. The analysis concluded “no significant effect” to the interchange area and ODOT concurred.

The West Linn Planning Commission held a public hearing on the proposed map amendments on January 23, 2019 and voted unanimously to recommend the City Council approve the proposed map amendments. The Commission recommendation included adding two more properties (1734 and 1746 8th Avenue) to be rezoned from R-10 Residential to Mixed-Use, if the property owners agreed to the change. Staff reached out to the property owners and received confirmation that neither property wanted to be rezoned to mixed-use. The two properties are not included in the attached Ordinances.

Budget Impact:

None

Council Options:

1. Adopt Ordinances 1688 and 1689 as presented in Attachments 1 and 2;
2. Adopt Ordinances 1688 and 1689 with changes;
3. Do not adopt Ordinances 1688 and 1689.

Staff Recommendation:

Approve PLN-18-02, as recommended by the MU Working Group and Planning Commission, by adopting Ordinances 1688 and 1689 following a public hearing.

Potential Motions:

1. Move to adopt Ordinance 1688/89 as recommended by the Planning Commission
2. Move to adopt Ordinance 1688/89 with the following changes to the Planning Commission recommendation
3. Move to not adopt Ordinance 1688/89 as recommended by the Planning Commission

Attachments:

1. Ordinance 1688
2. Ordinance 1689
3. Planning Commission Recommendation Memorandum, dated January 24, 2019
4. Planning Commission Staff Report, dated January 23, 2019

5. Public Comments

ORDINANCE NO. 1688

AN ORDINANCE RELATING TO THE AMENDMENT OF WEST LINN COMPREHENSIVE PLAN MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are bold underlined.

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides:

Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, the City Council appointed the Willamette Neighborhood Mixed-Use Transitional Zone Working Group at its November 14, 2017 meeting and assigned specific purposes and goals; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met four times between January and April 2018 to discuss, hear from property owners, and reach final consensus on a set of recommendations that included future consideration of zoning changes along 8th Avenue; and

WHEREAS, in August 2018, the City Council requested the Willamette Neighborhood Mixed-Use Transitional Zone Working Group reconvene and make a final recommendation on proposed zone changes along 8th Avenue; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met on September 19, 2018 and reached consensus on recommended zone changes along 8th Avenue; and

WHEREAS, the City Council and Planning Commission held a joint worksession on October 15, 2018 to discuss the recommendation and provide direction to City staff; and

WHEREAS, the Planning Commission held a public hearing on January 23, 2019 where it voted unanimously to recommend the City Council adopt the proposed amendments;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. West Linn Comprehensive Plan Map Amendment. The West Linn Comprehensive Plan Map shall be amended as depicted in Exhibit A.

The following properties shall be included in the Commercial Map Plan Designation:

1600 14th Street (3S 1E 02BB 06200)
1684 12th Street (3S 1E 02BA 01000)
1693 12th Street (3S 1E 02BA 00500)
1841 8th Avenue (3S 1E 02BA 01100)
1975 8th Avenue (3S 1E 02BA 00400)
1995 8th Avenue (3S 1E 02BA 00300)
2005 8th Avenue (3S 1E 02BA 00200)
2015 8th Avenue (3S 1E 02BA 00100)
1800 8th Avenue (2S 1E 35C 02200)
1741 8th Avenue (3S 1E 02BA 01600)
1755 8th Avenue (3S 1E 02BA 01500)
1720 Willamette Falls Drive (3S 1E 02BA 01800)
1793 Willamette Falls Drive (3S 1E 02BA 01400)
1820 Willamette Falls Drive (3S 1E 02BA 01300)
1832 Willamette Falls Drive (3S 1E 02BA 01200)

The following properties shall be included in the Mixed-Use Map Plan Designation:

1698 8th Avenue (3S 1E 02BB 00800)
1722 8th Avenue (3S 1E 02BB 00702)
1752 8th Avenue (3S 1E 02BB 00600)
1771 8th Avenue (3S 1E 02BB 00500)
1796 8th Avenue (3S 1E 02BB 00400)

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-5) need not be codified and the City Recorder or his/her designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the _____ day of _____, 2019, and duly PASSED and ADOPTED this _____ day of _____, 2019.

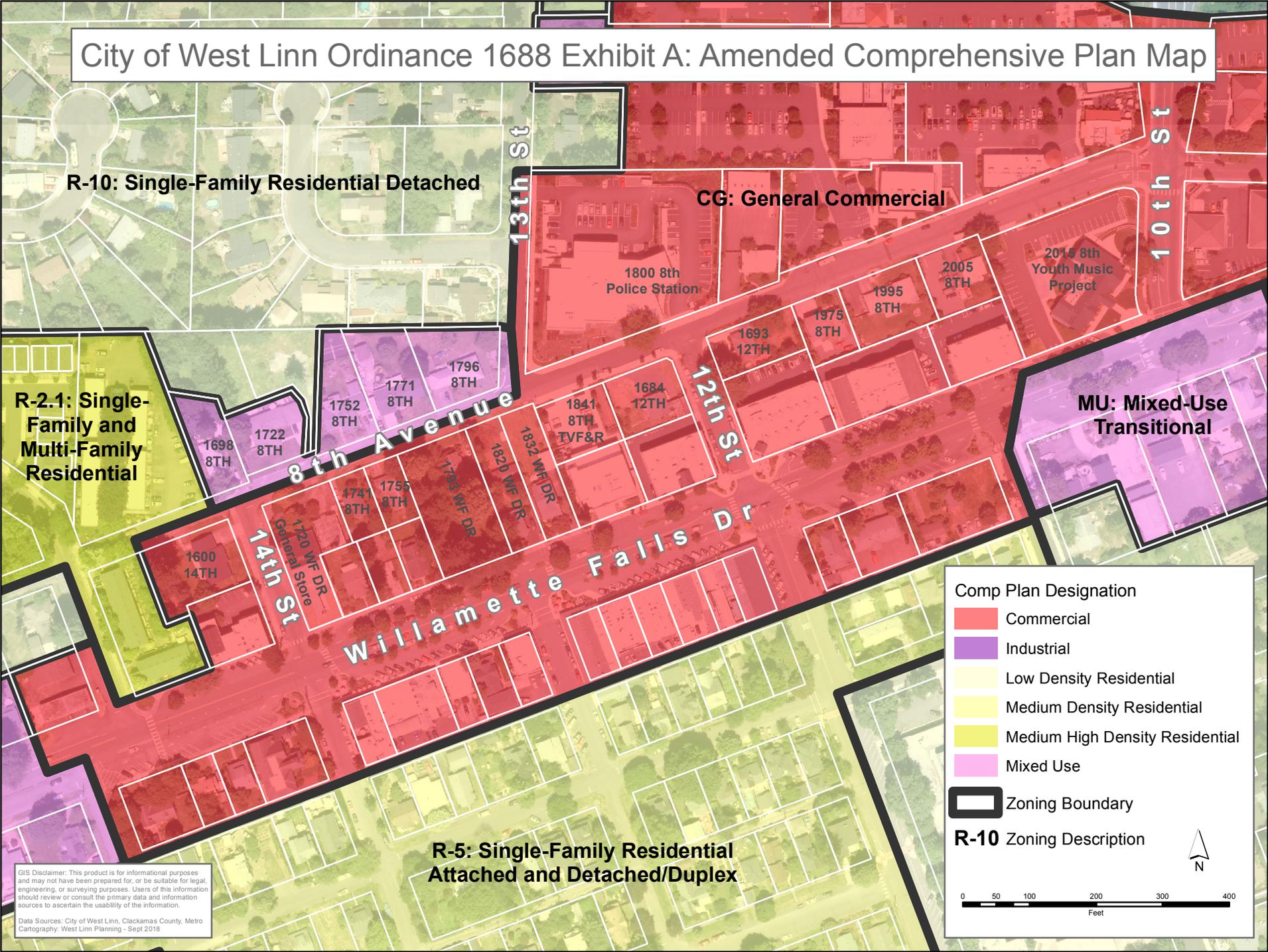
RUSSELL B. AXELROD, MAYOR

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

City of West Linn Ordinance 1688 Exhibit A: Amended Comprehensive Plan Map



R-10: Single-Family Residential Detached

CG: General Commercial

R-2.1: Single-Family and Multi-Family Residential

MU: Mixed-Use Transitional

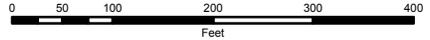
R-5: Single-Family Residential Attached and Detached/Duplex

Comp Plan Designation

- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Zoning Boundary

R-10 Zoning Description



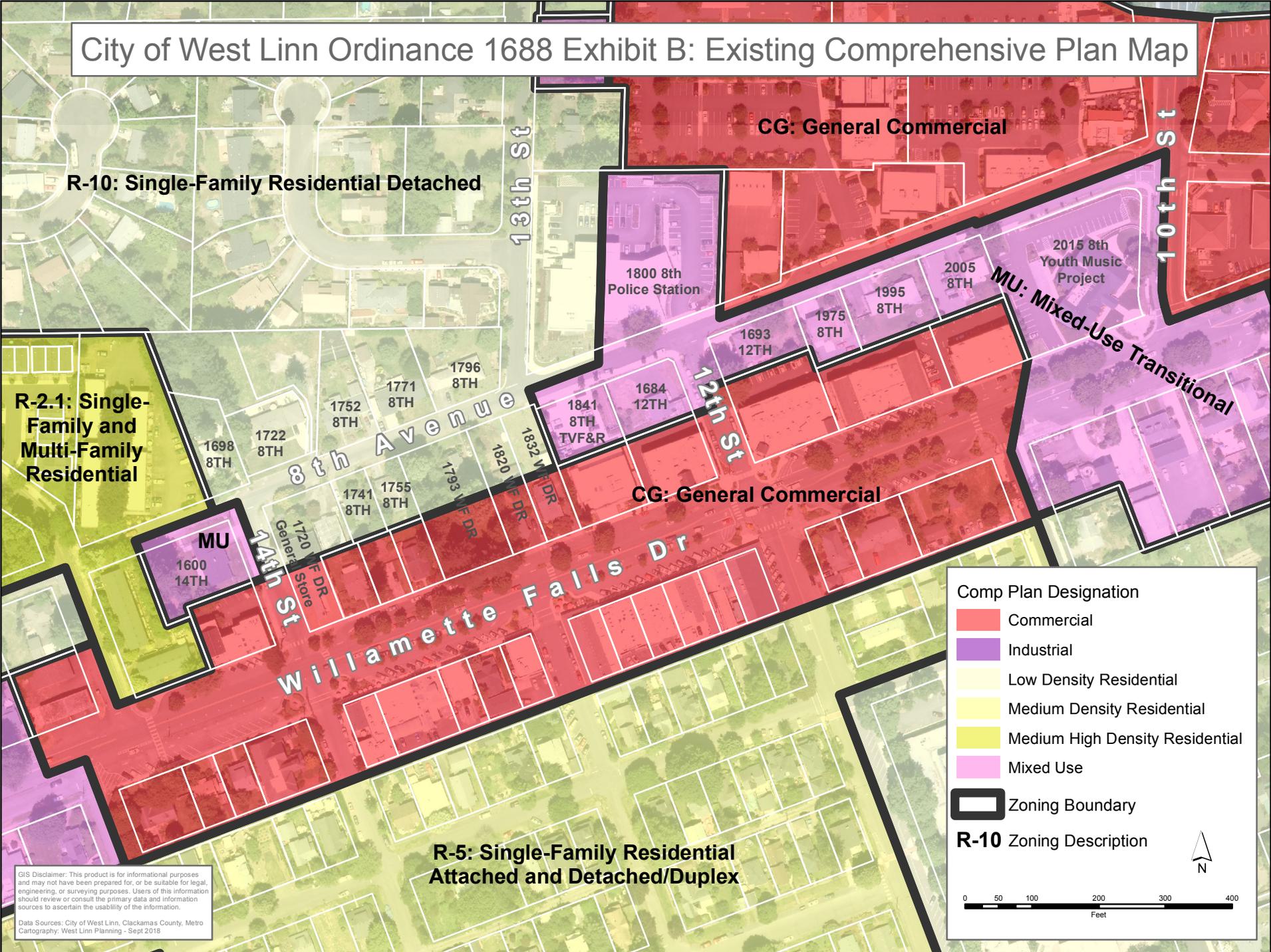


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Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

City of West Linn Ordinance 1688 Exhibit B: Existing Comprehensive Plan Map



R-10: Single-Family Residential Detached

CG: General Commercial

R-2.1: Single-Family and Multi-Family Residential

CG: General Commercial

MU: Mixed-Use Transitional

R-5: Single-Family Residential Attached and Detached/Duplex

Comp Plan Designation

- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Zoning Boundary

R-10 Zoning Description

N

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Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

ORDINANCE NO. 1689

AN ORDINANCE RELATING TO THE AMENDMENT OF WEST LINN ZONING MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are bold underlined.

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides:

Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, the City Council appointed the Willamette Neighborhood Mixed-Use Transitional Zone Working Group at its November 14, 2017 meeting and assigned specific purposes and goals; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met four times between January and April 2018 to discuss, hear from property owners, and reach final consensus on a set of recommendations that included future consideration of zoning changes along 8th Avenue; and

WHEREAS, in August 2018, the City Council requested the Willamette Neighborhood Mixed-Use Transitional Zone Working Group reconvene and make a final recommendation on proposed zone changes along 8th Avenue; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met on September 19, 2018 and reached consensus on recommended zone changes along 8th Avenue; and

WHEREAS, the City Council and Planning Commission held a joint worksession on October 15, 2018 to discuss the recommendation and provide direction to City staff; and

WHEREAS, the Planning Commission held a public hearing on January 23, 2019 where it voted unanimously to recommend the City Council adopt the proposed amendments;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. West Linn Zoning Map Amendment. The West Linn Zoning Map shall be amended as depicted in Exhibit A.

The following properties shall be included in the General Commercial Zone:

1600 14th Street (3S 1E 02BB 06200)
1684 12th Street (3S 1E 02BA 01000)
1693 12th Street (3S 1E 02BA 00500)
1841 8th Avenue (3S 1E 02BA 01100)
1975 8th Avenue (3S 1E 02BA 00400)
1995 8th Avenue (3S 1E 02BA 00300)
2005 8th Avenue (3S 1E 02BA 00200)
2015 8th Avenue (3S 1E 02BA 00100)
1800 8th Avenue (2S 1E 35C 02200)
1741 8th Avenue (3S 1E 02BA 01600)
1755 8th Avenue (3S 1E 02BA 01500)
1720 Willamette Falls Drive (3S 1E 02BA 01800)
1793 Willamette Falls Drive (3S 1E 02BA 01400)
1820 Willamette Falls Drive (3S 1E 02BA 01300)
1832 Willamette Falls Drive (3S 1E 02BA 01200)

The following properties shall be included in the Willamette Neighborhood Mixed-Use Transitional Zone:

1698 8th Avenue (3S 1E 02BB 00800)
1722 8th Avenue (3S 1E 02BB 00702)
1752 8th Avenue (3S 1E 02BB 00600)
1771 8th Avenue (3S 1E 02BB 00500)
1796 8th Avenue (3S 1E 02BB 00400)

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-5) need not be codified and the City Recorder or his/her designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the _____ day of _____, 2019, and duly PASSED and ADOPTED this _____ day of _____, 2019.

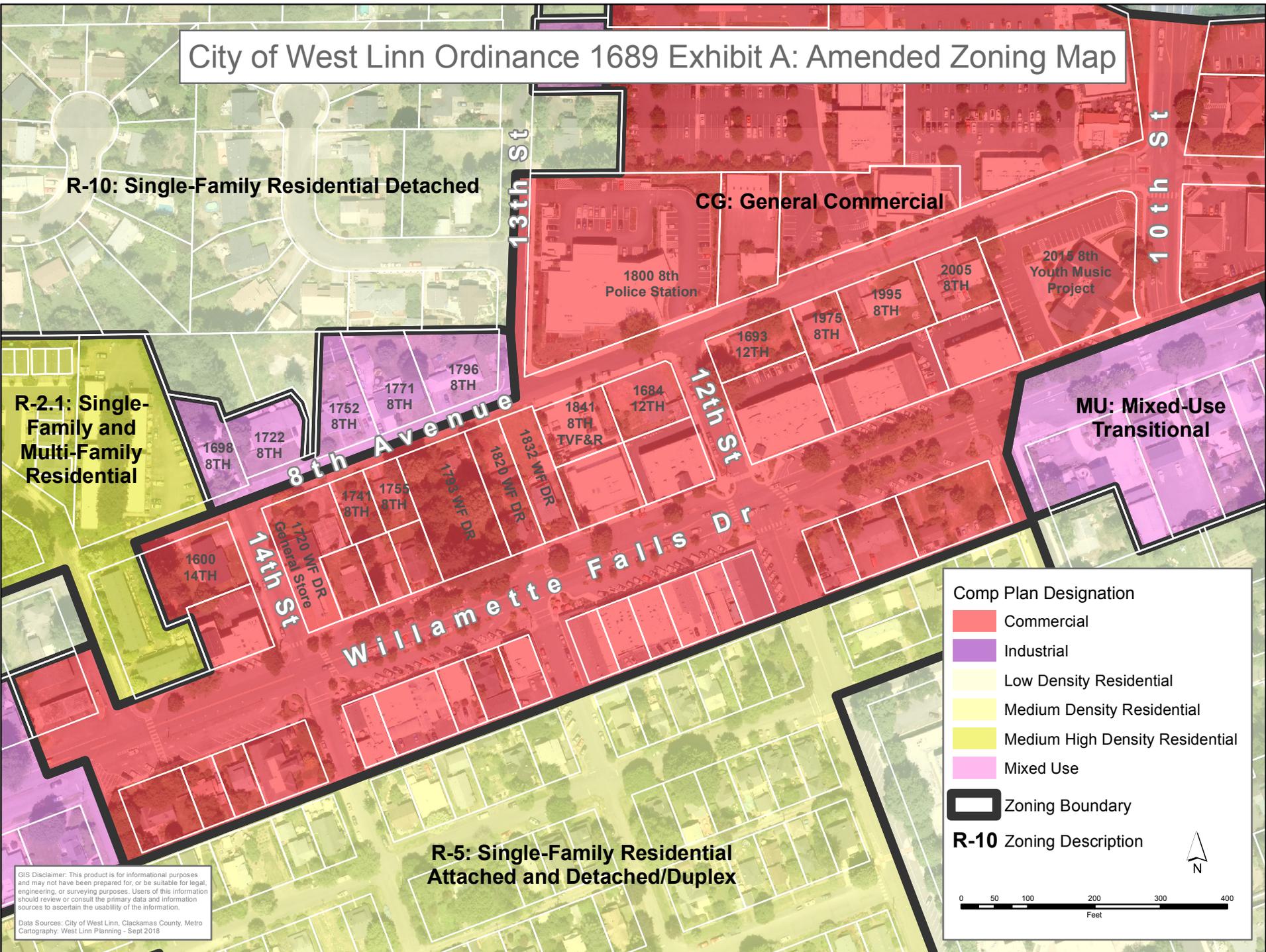
RUSSELL B. AXELROD, MAYOR

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

City of West Linn Ordinance 1689 Exhibit A: Amended Zoning Map



R-10: Single-Family Residential Detached

CG: General Commercial

R-2.1: Single-Family and Multi-Family Residential

MU: Mixed-Use Transitional

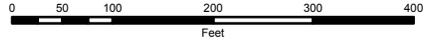
R-5: Single-Family Residential Attached and Detached/Duplex

Comp Plan Designation

- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Zoning Boundary

R-10 Zoning Description

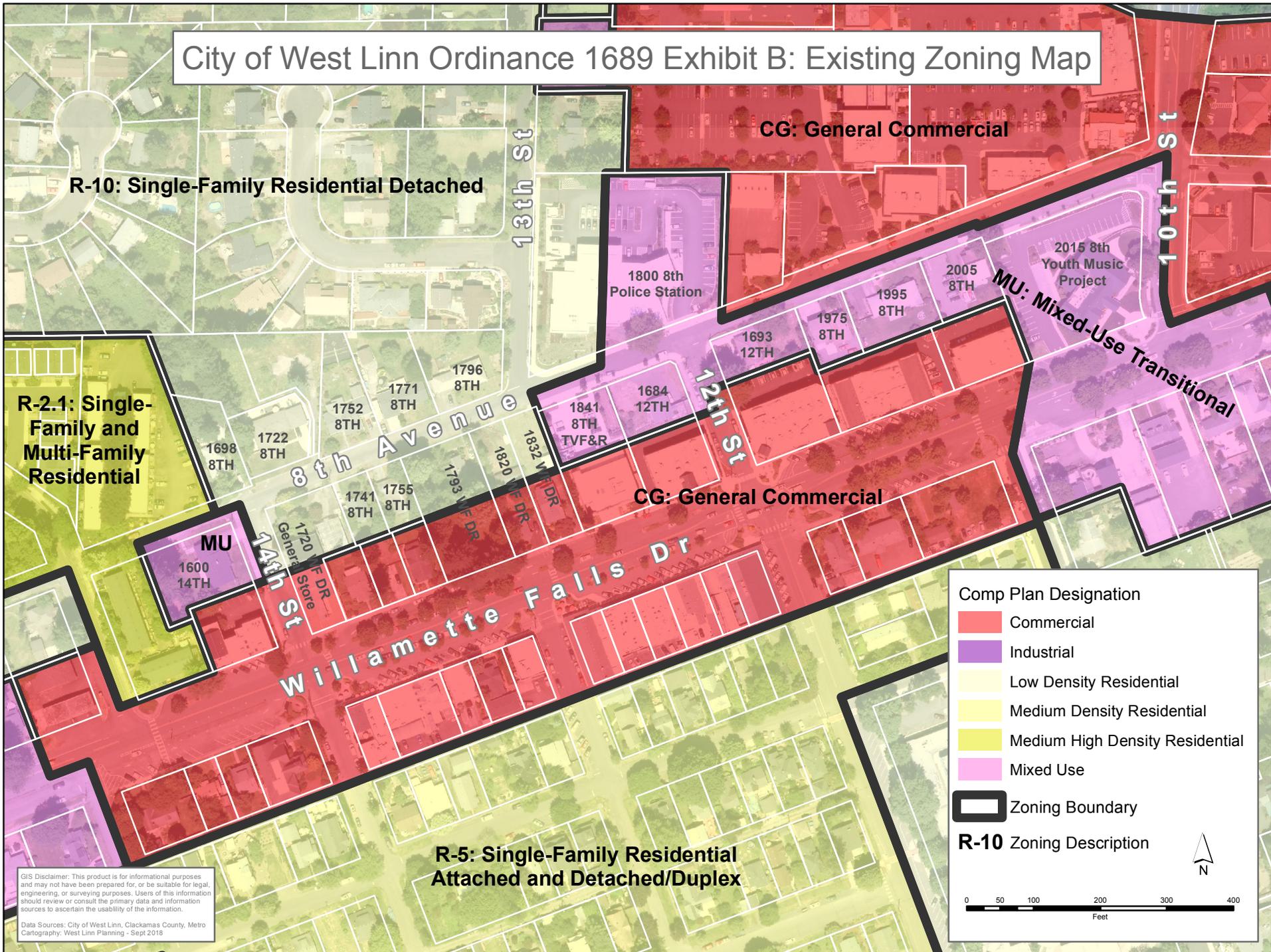




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Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

City of West Linn Ordinance 1689 Exhibit B: Existing Zoning Map



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Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018



Memorandum

Date: January 24, 2019
To: West Linn City Council
From: West Linn Planning Commission
Subject: PLN-18-02 Recommendation

The Planning Commission held a public hearing on January 23, 2019, for the purpose of making a recommendation to the City Council on the adoption of the proposed Comprehensive Plan Map and Zoning Map amendments found in Land Use File PLN-18-02. The proposed amendments were crafted by the City Council-appointed Willamette Neighborhood Mixed-Use Transitional Zone Working Group, which was tasked with recommending zoning changes along 8th Avenue. The proposal was previously discussed at a joint City Council/Planning Commission work session on October 15, 2018.

After conducting the public hearing, the Commission deliberated and voted unanimously (5 to 0) to recommend City Council adoption of the proposed Comprehensive Plan Map and Zoning Map amendments and also include 1734 8th Avenue and 1746 8th Avenue in the Mixed-Use zone if both property owners agree. These two properties are served by a flag-lot driveway from 8th Avenue, which is the reason the Planning Commission believes that both owners must agree to a change from R-10 to Mixed-Use in order to consider a change in zoning. Also, these properties were under development in early 2018 when property owners were contacted regarding the then-possible zoning change and the current owners recently learned of the possible zoning change on neighboring properties.

Two property owners and the Oregon Department of Transportation provided written testimony prior to the public hearing and had no objections. Five community members provided oral testimony in favor of the proposed amendments at the public hearing, including the property owner of 1734 8th Avenue requesting inclusion in the Mixed-Use zone as part of the proposal.

Respectfully,

Gary Walvatne

Chair, West Linn Planning Commission



CITY OF West Linn

STAFF REPORT FOR THE PLANNING COMMISSION

FILE NUMBER: PLN-18-02

HEARING DATE: January 23, 2019

REQUEST: To consider a recommendation to City Council for adoption of proposed Comprehensive Plan Map amendments and Zoning Map amendments for properties along 8th Avenue in the Willamette Neighborhood.

APPROVAL CRITERIA: Community Development Code (CDC) Chapters 98 and 105

STAFF REPORT PREPARED BY: Darren Wyss, Associate Planner

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GENERAL INFORMATION

- APPLICANT:** City of West Linn
- DESCRIPTION:** A proposal for Comprehensive Plan Map amendments and Zoning Map amendments for properties along 8th Avenue in the Willamette Neighborhood.
- APPROVAL CRITERIA:** Community Development Code (CDC) Chapter 98 provides administrative procedures for legislative amendments to the Comprehensive Plan and/or the Community Development Code. Section 98.100 of the CDC lists the factors upon which a decision shall be based. These are briefly described below and addressed in greater detail in a separate Section of this report:
1. The Statewide Planning Goals and rules adopted under ORS Chapter 197 and other applicable state statutes;
 2. Any federal or state statutes or rules found applicable;
 3. Applicable plans and rules adopted by the Metropolitan Service District (Metro);
 4. The applicable Comprehensive Plan policies and map; and,
 5. The applicable provisions of implementing ordinances.
- PUBLIC NOTICE:** Measure 56 notice was provided to impacted property owners on January 3, 2019. Legal notice was published in the West Linn Tidings on January 10, 2019 and provided to required public agencies and persons who requested notice in writing on January 3, 2019.
- 120-DAY RULE:** Not applicable to this legislative action.

BACKGROUND INFORMATION

PLN-18-02 is a proposal to adopt West Linn Comprehensive Plan Map amendments (Exhibit PC-1) and West Linn Zoning Map amendments (Exhibit PC-2). The proposal was recommended by the Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) and includes rezoning properties adjacent to 8th Avenue in the Willamette Neighborhood. Fifteen properties currently zoned Mixed-Use Transitional or R-10: Single-Family Residential Detached are proposed to change to General Commercial zoning. Five properties currently zoned R-10: Single-Family Residential Detached are proposed to change to Mixed-Use Transitional zoning. The proposed amendments will ensure the maps are aligned with the purposes of the zones.

Rezone from Mixed-Use Transitional Zone to General Commercial

1600 14th Street (3S 1E 02BB 06200)
1684 12th Street (3S 1E 02BA 01000)
1693 12th Street (3S 1E 02BA 00500)
1841 8th Avenue (3S 1E 02BA 01100)
1975 8th Avenue (3S 1E 02BA 00400)
1995 8th Avenue (3S 1E 02BA 00300)
2005 8th Avenue (3S 1E 02BA 00200)
2015 8th Avenue (3S 1E 02BA 00100)

Rezone from R-10 to Mixed-Use Transitional Zone

1698 8th Avenue (3S 1E 02BB 00800)
1722 8th Avenue (3S 1E 02BB 00702)
1752 8th Avenue (3S 1E 02BB 00600)
1771 8th Avenue (3S 1E 02BB 00500)
1796 8th Avenue (3S 1E 02BB 00400)

Rezone from R-10 to General Commercial

1741 8th Avenue (3S 1E 02BA 01600)
1755 8th Avenue (3S 1E 02BA 01500)
1720 Willamette Falls Drive (3S 1E 02BA 01800)
1793 Willamette Falls Drive (3S 1E 02BA 01400)
1820 Willamette Falls Drive (3S 1E 02BA 01300)
1832 Willamette Falls Drive (3S 1E 02BA 01200)

Rezone from Mixed-Use Transitional/R-10 to General Commercial

1800 8th Avenue (2S 1E 35C 02200)

The MU Working Group, appointed by the West Linn City Council in November 2017, was originally tasked with recommending updates to the permitted/conditional uses in the Mixed-Use Transitional zone. The group accomplished this task in April 2018, after four meetings, and City Council adopted the recommendations in July 2018. As part of the discussions on appropriate uses in the zone, the group also made recommendations for future consideration by the City Council. One of these recommendations was to consider rezoning properties along 8th Avenue to better align with the purposes of the zones.

The MU Working Group met again on September 19, 2018 at the request of Council. The purpose of the meeting was to discuss and make a final recommendation related to potential rezoning of properties along 8th Avenue. All property owners along 8th Avenue and all neighboring properties were invited to attend the meeting and join the discussion. The group reached consensus and made a final recommendation to City Council (Exhibit PC-5). The recommendation was based on what the group felt was clear agreement from previous discussions by the MU Working Group during four meetings in January to March 2018, its initial recommendations in April 2018, outreach to property owners, responses from property owners, and careful consideration of a number of topics discussed at the September 19th meeting, including impacts on single-family homeowners.

The recommendation includes rezoning the police station and all properties on the south side of 8th Avenue from Mixed-Use or R-10 Residential zoning to General Commercial zoning and five properties on the north side of 8th Avenue from R-10 Residential to Mixed-Use.

The MU Working Group recommendation was originally scheduled for a public hearing before the Planning Commission in November 2018. After the hearing was scheduled, the Oregon Department of Transportation (ODOT) requested a Transportation Planning Rule analysis be completed because of the proximity to the 10th Street interchange. The original hearing was cancelled and the analysis was completed. The analysis concluded “no significant effect” to the interchange area and ODOT concurred (Exhibit PC-3).

Staff resent the appropriate public hearing notices for the rescheduled meeting and is seeking a recommendation from the Planning Commission regarding PLN-18-02. This staff report details the background and intention of the proposed map amendments, addresses applicable criteria, and supports the proposed map amendments.

The proposed amendments were introduced and previously discussed at the October 15, 2018 joint worksession between the City Council and Planning Commission. At the meeting, staff was directed to bring the recommendation through the legislative process with no further worksessions needed.

PUBLIC COMMENTS

At the time this Staff Report was prepared, the City had received two written comments (Exhibit PC-4) on the proposed amendments. The first from Steve Peake, the owner of 1600 14th Street, who supports the zone change from Mixed-Use Transition to General Commercial for the property. The second from Jerry and LeAnna Sparks, the owners of 1796 8th Avenue, who support the zone change from R-10 to Mixed-Use Transition for the property.

RECOMMENDATION

Staff recommends that the Planning Commission consider the proposed map amendments, if warranted, revise the amendments, and **RECOMMEND** approval of the amendments to the City Council.

ADDENDUM
PLANNING COMMISSION STAFF REPORT
January 23, 2019

APPLICABLE CRITERIA AND COMMISSION FINDINGS

West Linn Community Development Code

Chapter 98 - Procedures for Decision Making: Legislative

CDC 98.035 Citizen Engagement in Legislative Changes

A. Purpose. The purpose of a legislative working group is to provide a forum to discuss different points of view on a proposed land use legislative change.

B. New and modified land use legislative changes to this code will be developed by a representative working group of citizens and assisted by planning staff, unless the City Council determines that a working group is not necessary.

1. After receiving direction from the City Council, the Committee for Citizen Involvement shall recommend a purpose, goals, and a list of appointees for each proposed working group to the City Council for approval.

Findings: The City Council found a working group was necessary as a discussion forum and directed the previously appointed Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) to reconvene and make a final recommendation on zoning changes along 8th Avenue.

2. The working group will contain interested stakeholders, a member of the Planning Commission, and a staff representative.

Findings: The City Council appointed four neighborhood association members, a member from the City's Economic Development Committee, a member from the Historic Willamette Main Street Group, a member from the West Linn Chamber of Commerce, a property owner representative, a member of the Planning Commission, and staff representative.

3. The working group shall comply with WLMC 2.060 regarding the selection of officers and the other generally applicable citizen advisory group provisions.

Findings: The MU Working Group selected a chair and vice-chair at its first meeting as prescribed in WLMC 2.060. During group meetings, it complied with WLMC 2.060 and also agreed upon a set of meeting guidelines to ensure focused, civil, open, and equal opportunity discussions.

C. Conduct of working group meetings.

1. Staff will prepare a suggested draft of the proposed changes. This draft will provide a starting point for discussion and education.

2. The working group will use the draft as a starting point for discussion, but then reconcile the implications of the draft with the goals established by the Council for the working group.

3. After each working group meeting staff will incorporate approved changes and prepare an updated working draft.

Findings: Based on the MU Working Group recommendations for future consideration in April 2018, staff prepared three draft map amendment options for review at the group's September 19, 2018 meeting. The MU Working Group then used the draft options to discuss and find consensus on the final recommendation to send to City Council. Staff incorporated the changes for final review and signature by the MU Working Group Chair.

4. *All working group meetings will be public meetings with an opportunity for anyone in attendance to provide public comment. The meetings and minutes will be conducted in accordance with the Council Rules, West Linn Municipal Code, City Charter, and State law.*

Findings: The MU Working Group met five times, with attendance from property owners at every meeting. All meetings were open to the public. Each agenda included time for public comments, but the MU Working Group also encouraged any attendees to ask questions or provide comment during its discussions. All meetings were conducted in accordance with appropriate rules. All meetings were recorded and meeting summaries were provided for review, edits, and consensus.

5. *In the event a consensus cannot be reached on an issue, the working group will prepare alternatives. Each alternative and its rationale will be presented to the Planning Commission.*

Findings: The MU Working Group reached consensus on all of its recommendations.

6. *Prior to submission to the Planning Commission, proposed code changes will be submitted to the City Attorney for review. The review should be limited to the identification of areas where the proposed language conflicts with other parts of this code, State law or Federal law. As an alternative, legal counsel may attend and advise during the creation of the draft.*

Findings: The MU Working Group proposal does not contain any code amendments. The proposal is for Comprehensive Plan Map and Zoning Map amendments, which were forwarded to the City Attorney for review. No conflicts were found with other parts of the code or with state or federal laws.

D. *Presentation to the Planning Commission. When the working group reaches consensus that the code changes are ready, the proposed code changes will be presented by the Director to the Planning Commission pursuant to CDC [98.040\(A\)\(2\)](#). If the working group fails to reach a consensus on the code changes, all proposals will be presented to the Planning Commission. Pursuant to CDC [98.110\(A\)](#), the Planning Commission shall recommend approval, denial, or approval with modifications to the Council.*

Findings: Planning staff presented the MU Working Group proposed map amendments to a joint worksession meeting of the West Linn City Council and Planning Commission on October 15, 2018. At the meeting, staff was directed to bring the proposal to a public hearing before the Planning Commission. The public hearing will be held on January 23, 2019 and findings for CDC 98.040(A)(2) can be found below. The MU Working Group reached consensus on all of its recommendations.

CDC 98.040 Duties of Director

A. The Director shall:

1. *If appropriate, or if directed by the City Council or Planning Commission in their motion, consolidate several legislative proposals into a single file for consideration;*

Findings: The proposed legislative amendments to the West Linn Comprehensive Plan Map and Zoning Map have been consolidated into one file as allowed. The consolidation is appropriate as the proposed amendments will ensure the City's zoning designations remain aligned with the corresponding Comprehensive Map plan designations as required by state law.

2. Upon the initiation of a legislative change, pursuant to this chapter:

a. Give notice of the Planning Commission hearing as provided by CDC [98.070](#) and [98.080](#);

Findings: The Planning Commission public hearing will be held on January 23, 2019, with the City Council public hearing scheduled for March 11, 2019. Legislative notice was provided as required and documentation can be found in Exhibit PC-6. The Planning Director determined notice was necessary under ORS 227.186 and a Measure 56 Notice was mailed to impacted property owners on January 3, 2019.

b. Prepare a staff report that shall include:

1) The facts found relevant to the proposal and found by the Director to be true;

2) The Statewide planning goals and rules adopted under Chapter 197 ORS found to be applicable and the reasons why any other goal or rule is not applicable to the proposal except that goals 16 through 19 which are not applicable to the City of West Linn need not be addressed;

3) Any federal or State statutes or rules the Director found applicable;

4) Metro plans and rules the Director found to be applicable;

5) Those portions of the Comprehensive Plan found to be applicable, and if any portion of the plan appears to be reasonably related to the proposals and is not applied, the Director shall explain the reasons why such portions are not applicable;

6) Those portions of the implementing ordinances relevant to the proposal, and if the provisions are not considered, the Director shall explain the reasons why such portions of the ordinances were not considered; and

7) An analysis relating the facts found to be true by the Director to the applicable criteria and a statement of the alternatives; a recommendation for approval, denial, or approval with modifications; and at the Director's option, an alternative recommendation;

Findings: Relevant facts and associated analysis for applicable Statewide Planning Goals, federal and state statutes and rules, Metro plans and rules, West Linn Comprehensive Plan goals and policies, and West Linn Community Development Code criteria are found in the sections of the Staff Report below.

c. Make the staff report and all case file materials available 10 days prior to the scheduled date of the public hearing under CDC [98.070](#);

Findings: The staff report, proposed map amendments, and all other associated project materials were made available on January 11, 2019, twelve days prior to the hearing.

d. Cause a public hearing to be held pursuant to CDC [98.070](#);

Findings: The West Linn Planning Commission is scheduled to hold the first evidentiary public hearing on January 23, 2019, with the West Linn City Council scheduled to hold its public hearing and make a final decision on March 11, 2019.

CDC 98.100 Standards for Decision

A. *The recommendation of the Planning Commission and the decision by the City Council shall be based on consideration of the following factors:*

1. *The Statewide planning goals and rules adopted under Chapter 197 ORS and other applicable State statutes;*

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for the adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

Findings: The City has a citizen involvement program which has been acknowledged by the State. This legislative process to review the proposed amendments will require two public hearings (one before the Planning Commission on January 23rd and one before City Council on March 11th) pursuant to CDC Chapter 98.

The Council appointed MU Working Group, who recommended the proposed amendments, met four times between January and April 2018. All meetings were open to the public and notice of the meetings were sent to impacted property owners. All four meetings were attended by property owners and they were given the opportunity to participate in the group discussions. All MU Working Group materials, including meeting recordings and summaries, were available throughout the process on the City's website. The MU Working Group reconvened in September 2018 to make a final recommendation on rezoning properties along 8th Avenue. All impacted property owners and neighboring property owners were invited to attend. Meeting materials were available on the project website. The City Council and Planning Commission also held a publicly noticed worksession to discuss this proposal on October 15, 2018. The worksession materials, including a link to the MU Working Group webpage, was available via the City's website. All of the aforementioned venues provided the opportunity for gathering feedback and comments.

As part of the legislative process, public notice requirements for both the Planning Commission and City Council public hearings were met (see Exhibit PC-6). The notice was sent to persons who requested notice, affected government agencies, neighborhood associations, and was published in the January 10, 2019 issue of the West Linn Tidings. The notice invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the City's webpage where the draft of the proposed amendments can be viewed. Measure 56 Notice was sent to impacted property owners on January 3, 2019.

Statewide Planning Goal 2 – Land Use Planning:

This goal outlines the land use planning process and policy framework. The Comprehensive Plan was acknowledged by DLCD as being consistent with the statewide planning goals.

Findings: The City of West Linn has an acknowledged Comprehensive Plan and enabling ordinances. The impacted low density residential properties currently do not meet the Comprehensive Plan locational criteria and a change is warranted. The impacted mixed-use properties currently do not meet the purpose statement of the zone and a change is warranted to provide appropriate zoning. The amendments to the West Linn Comprehensive Plan and Zoning Maps will ensure the impacted properties are aligned with the policies of the Comprehensive Plan and purpose of the Community Development Code. The amendments are being processed in accordance to the City's adopted procedures, which requires any applicable statewide planning goals, federal or state statutes or

regulations, Metro regulations or plans, comprehensive plan policies, and the City's implementing ordinances be addressed as part of the decision-making process. The amendment is being processed as a post-acknowledgement plan amendment (PAPA) and noticing requirements have been met. All applicable review criteria have been addressed within this staff report; therefore, the requirements of Goal 2 have been met.

Statewide Planning Goal 5 – Natural Resources:

This goal requires the inventory and protection of natural resources, open spaces, historic sites and areas.

Findings: The City is currently in compliance with the State's Goal 5 program and Metro's Title 13: Nature in Neighborhoods program, which implements Goal 5. The map amendments do not alter the City's acknowledged Goal 5 inventories or associated land use programs. No changes will occur to current natural resource protections. As a result, the amendments are in compliance with Goal 5 process requirements.

Statewide Planning Goal 6 – Air, Water, and Land Resource Quality:

To maintain and improve the quality of air, water, and land resources of the state.

Findings: The City is currently in compliance with Metro's Title 3: Water Quality and Flood Management program, which implements Goal 6. The map amendments do not alter the City's acknowledged land use programs regarding water quality and flood management protections. As a result, the amendments are in compliance with Goal 6.

Statewide Planning Goal 7 – Areas Subject to Natural Hazards:

To protect people and property from natural hazards.

Findings: The City is currently in compliance with Goal 7 and Metro's Title 3: Water Quality and Flood Management program. The map amendments do not alter the City's acknowledged Goal 7 land use programs. No changes will occur to current natural hazard protections. As a result, the amendments are in compliance with Goal 7.

Statewide Planning Goal 8 – Recreational Needs:

This goal requires the satisfaction of the recreational needs of the citizens of the state and visitors.

Findings: The proposed amendments do not address or alter any City recreational programs or land use requirements related to parks and recreation. The amendments are in compliance with Goal 8.

Statewide Planning Goal 9 – Economic Development:

To provide adequate opportunities for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Findings: The City is currently in compliance with Goal 9 and Metro's Title 4: Industrial and Other Employment Areas. The amendments to the West Linn Comprehensive Plan Map and Zoning Map will not result in a loss of commercially zoned land. Only one 10,000 square foot property impacted by the proposal was identified as buildable in the 2016 West Linn Economic Opportunities Analysis. This property will change from mixed-use transitional zoning to general commercial zoning. The amendments do not alter the City's compliance with Goal 9. None of the effected properties are shown on Metro's Title 4 map.

Statewide Planning Goal 10 – Housing:

To provide adequate housing for the needs of the community, region and state.

Findings: The City is currently in compliance with Goal 10 and the Metropolitan Housing Rule (OAR 660-007/Division 7), and Metro’s Title 1: Housing Capacity. The amendments to the Comprehensive Plan Map and Zoning Map do not include any properties that are on the City’s residential buildable lands inventory. No changes to the City’s housing capacity are proposed. The amendments do not alter the City’s compliance with Goal 10 and are consistent with this goal.

Statewide Planning Goal 11 – Public Facilities and Services:

To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as framework for urban and rural development.

Findings: The City is currently in compliance with Goal 11 through its acknowledged Comprehensive Plan. This includes an adopted Public Facility Plan as required by Oregon Revised Statute 197.712 and Oregon Administrative Rule 660-011. The map amendments do not alter the City’s compliance with Goal 11 and are consistent with this goal.

Statewide Planning Goal 12 – Transportation:

To provide and encourage a safe, convenient, and economic transportation system.

Findings: The City is currently in compliance with Goal 12 and Metro’s Regional Transportation Plan through its acknowledged Comprehensive Plan and TSP as required by Oregon Administrative Rule 660-012 (Transportation Planning Rule (TPR)). The Oregon Department of Transportation requested the City conduct a TPR analysis to determine impacts to the 10th Street interchange. The City completed the analysis and found “no significant effect” to the 10th Street interchange as the City is scheduled to install improvements to the 10th Street interchange corridor as part of bond funding approved by the community in May 2018. The improvements are outlined in the 2016 West Linn Transportation System Plan. ODOT concurred with the finding of “no significant effect” based on scheduled improvements and requires no additional improvements to the interchange. The amendments do not alter the City’s compliance with Goal 12 and are consistent with this goal.

Statewide Planning Goal 13 – Energy Conservation:

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based on sound economic principles.

Findings: The City is currently in compliance with Goal 13 through its acknowledged Comprehensive Plan. The map amendments do not alter the City’s compliance with Goal 13 and are consistent with this goal.

Statewide Planning Goal 14 – Urbanization:

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

Findings: The City is currently in compliance with Goal 14 and Metro’s Title 11: Planning for New Urban Areas through its acknowledged Comprehensive Plan and land use regulations. The City also has a

signed Urban Growth Management Agreement with Clackamas County as required by ORS 195.065. The map amendments do not alter the City's compliance with Goal 14 and are consistent with this goal.

Statewide Planning Goal 15 – Willamette River Greenway:

To provide for keeping the land green along the banks of the river and providing for recreation access.

Findings: The City is currently in compliance with Goal 15 through its acknowledged Comprehensive Plan and land use regulations. The map amendments do not alter the City's compliance with Goal 15 and are consistent with this goal.

Conclusion: Based on the analysis above, the Commission finds the proposed amendments are consistent with applicable Statewide Planning Goals.

2. *Any federal or State statutes or rules found applicable;*

Oregon Administrative Rule 660-012

Findings: The Land Conservation and Development Commission adopted Oregon Administrative Rule 660-012 (Transportation Planning Rule) to implement Statewide Planning Goal 12 and "to explain how local governments and state agencies responsible for transportation planning demonstrate compliance with other statewide planning goals." Section 10 defines transportation planning, while Section 15 describes planning role requirements under the statewide planning goals. Section 16 describes coordination with federally required regional transportation plans in metropolitan areas. The development of the West Linn Transportation System Plan (TSP) complied with the above sections through collaboration with the Oregon Department of Transportation, the Oregon Department of Land Conservation and Development (DLCD), Metro, and Clackamas County to ensure consistency with associated transportation plans required by the Transportation Planning Rule.

In addition, the Transportation Planning Rule (TPR) outlines the process to evaluate plan and land use regulation amendments for significant effect on a transportation facility in Section 60. As required by the Oregon Department of Transportation (ODOT), the City performed a TPR analysis to determine impacts to the 10th Street interchange from the proposed Comprehensive Plan Map and Zoning Map amendments and found "no significant effect" on a transportation facility. The City is scheduled to install improvements to the 10th Street interchange corridor as part of bond funding approved by the community in May 2018. The improvements are outlined in the 2016 West Linn Transportation System Plan. ODOT concurred with the finding of "no significant effect" based on scheduled improvements and requires no additional improvements to the interchange.

ODOT and the Department of Land Conservation and Development (DLCD), who administers the TPR, was provided ample opportunity to submit comments regarding compliance with the rule.

Oregon Highway Plan

Findings: The Oregon Highway Plan (OHP) delineates and expands all of the policies in the Oregon Transportation Plan related to the highway system. The development of the West Linn TSP complied with the OHP through collaboration with the Oregon Department of Transportation (ODOT), the Oregon Department of Land Conservation and Development (DLCD), Metro, and Clackamas County to

ensure consistency with associated transportation plans required by the Transportation Planning Rule (TPR). The City's transportation policy is consistent with the policy direction of the OHP.

The TPR analysis performed by the City found the Comprehensive Plan Map and Zoning Map amendments have "no significant effect" on a transportation facility and ODOT concurred. As a result, the adoption of the proposed amendments is in compliance with the OHP.

Conclusion: Based on the analysis above, the Commission finds the proposed amendments are consistent with applicable federal or state statutes or rules.

3. *Applicable plans and rules adopted by the Metropolitan Service District;*

The Metro Urban Growth Management Functional Plan

Findings: The City of West Linn is currently in compliance with the Metro Urban Growth Management Functional Plan (UGMFP). Metro staff was sent notice of the proposed amendment and provided the opportunity to comment. The proposed amendments will not impact compliance with requirements found in the UGMFP.

The Metro Regional Transportation System Plan

Findings: The development of the West Linn TSP was coordinated with staff from the Oregon Department of Transportation (ODOT), the Oregon Department of Land Conservation and Development (DLCD), Metro, and Clackamas County to ensure consistency across jurisdictions' plans and was found in compliance with federal, state, and regional requirements. The TPR analysis performed by the City found the Comprehensive Plan Map and Zoning Map amendments have "no significant effect" on a transportation facility and ODOT concurred. The proposed amendments will not impact compliance with the Regional Transportation System Plan.

Conclusion: Based on the analysis above, the Commission finds the proposed amendments are consistent with applicable plans and rules adopted by Metro.

4. *The applicable Comprehensive Plan policies and map;*

Goal 1: Citizen Involvement

Policy 2. Support neighborhood associations as a forum for discussion and advice on issues affecting the community.

Findings: The City Council appointed four neighborhood association members to the MU Working Group. Each member had the opportunity to relay information back to the associations for feedback and comment.

Policy 3. Encourage individuals to organize and work in groups to develop recommended programs or position on various issues.

Findings: The City Council appointed the members of the MU Working Group and assigned it the task of recommending potential zoning changes along 8th Avenue. The MU Working Group met four times from

January to April 2018 and again in September 2018 and reached consensus on a final recommendation for zoning changes along 8th Avenue.

Policy 4. Provide timely and adequate notice of proposed land use matters to the public to ensure that all citizens have an opportunity to be heard on issues and actions that affect them.

Findings: As part of the legislative process, public notice of the Planning Commission and City Council public hearings was sent to persons who requested notice, affected government agencies, neighborhood associations, and was published in the January 10, 2019 issue of the West Linn Tidings. The notice invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the City's webpage where the entire draft of the proposed amendment could be viewed.

The Council appointed MU Working Group, who recommended the proposed amendments, met four times between January and April 2018 and again in September 2018. All meetings were open to the public and notice of the meetings were sent to owners of all potentially impacted properties. All meetings were attended by property owners and they were given the opportunity to participate in the group discussions. All MU Working Group materials, including meeting recordings and summaries, were available throughout the process on the City's website. The City Council and Planning Commission also held a publicly noticed joint worksession to discuss this proposal on October 15, 2018. The worksession materials, including a link to the MU Working Group webpage, was available via the City's website. All of the aforementioned venues provided the opportunity for gathering feedback and comments.

Policy 5. Communicate with citizens through a variety of print and broadcast media early in and throughout the decision-making process.

Findings: Information was distributed throughout the process via the City website. The Council appointed MU Working Group, who recommended the proposed amendments, met four times between January and April 2018 and again in September 2018. All meetings were open to the public and notice of the meetings were sent to owners of all potentially impacted properties. All meetings were attended by property owners and they were given the opportunity to participate in the group discussions. All MU Working Group materials, including meeting recordings and summaries, were available throughout the process on the City's website. The City Council and Planning Commission also held a publicly noticed joint worksession to discuss this proposal on October 15, 2018. The worksession materials, including a link to the MU Working Group webpage, was available via the City's website. All of the aforementioned venues provided the opportunity for gathering feedback and comments.

As part of the legislative process, public notice of the Planning Commission and City Council public hearings was sent to impacted property owners, persons who requested notice, affected government agencies, neighborhood associations, and was published in the January 10, 2019 issue of the West Linn Tidings. The notice invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the City's webpage where the entire draft of the proposed amendment could be viewed. The aforementioned venues provided the opportunity for gathering feedback and comments.

Goal 2: Land Use Planning

Section 1: Residential Development

Policy 7. The following are criteria that shall be used when designating residential areas. This list is not exhaustive, but helps determine what types of residential densities are appropriate, given topographical constraints, available public facilities, etc.

a. Low density residential lands will meet the following criteria:

- i) Areas with limited capacity for development in terms of the existing facilities such as sewer, water, and drainage; and/or*
- ii) Areas having development limitations due to the topography, soil characteristics, drainage, high water table, and flooding.*

Finding: None of the 10 properties proposed for zoning changes from a Comprehensive Plan Map designation of low-density residential meet the criteria. All 10 properties have adequate sewer, water, and drainage capacity per the City Engineer and adopted utility master plans. Additionally, none of the 10 properties have slopes above 2.5 percent, nor do they have limitations due to soil, drainage, high water table or flooding. The 10 properties are in close proximity to the commercial core of the Willamette Main Street area and are accessible by walking, biking, and public transit. Four of the properties currently have split zoning between low density residential and commercial. The amendments to the West Linn Comprehensive Plan Map and Zoning Map will correct the inconsistencies with Comprehensive Plan locational criteria.

Policy 8. Protect residentially zoned areas from the negative impacts of commercial, civic, and mixed-use development, and other potentially incompatible land uses.

Finding: The amendments to the West Linn Comprehensive Plan Map and Zoning Map will appropriately use the mixed-use zoning designation, as intended, to provide a transitional buffer between commercially zoned properties and residentially zoned properties. Currently, the properties zoned mixed-use are between two commercially zoned areas. These will be changed to commercial for consistency. The properties proposed for change from low density residential to mixed-use on the north side of 8th Avenue will provide the appropriate buffer for the residential properties and the commercial properties on the south side of 8th Avenue. Current adopted design standards, including landscaping and buffering, will continue to be required.

Section 3: Mixed-Use/Commercial Development

Policy 4. Design and locate existing or proposed commercial uses in a manner that:

- b. Encourages the use of alternative transportation.*

Finding: Seven of the nine properties proposed to change from mixed-use to commercial currently contain commercial uses. Four of the six properties proposed to change from low density residential to commercial currently have split zoning with the front half of the properties zoned commercial along Willamette Falls Drive. All of the properties are accessible by pedestrians and bicyclists, as well as being within one-eighth of a mile of a public transit line, thus encouraging commercial development that has access to alternative modes of transportation.

- d. Encourages small businesses, retail establishments, and other employment activities.*

Finding: Eighteen of the twenty properties proposed to change to mixed-use or commercial are less than 15,000 square feet and currently contain development. The small size of the properties and existing buildings will encourage reuse of the properties with smaller businesses and less impact on the

neighborhood. New development, with limitations from lot coverage standards and parking requirements, will also predominately attract smaller businesses with less impact on the neighborhood.

Policy 5. Commercial rezoning that encourages strip commercial activity shall be prohibited.

Finding: Eighteen of the twenty properties proposed to change to mixed-use or commercial are less than 15,000 square feet and currently contain development. The small size of the properties and existing buildings will encourage reuse of the properties and not strip commercial activity. New development, with limitations from lot coverage standards and parking requirements, will also predominately attract smaller buildings and businesses and not strip development.

Section 5: Intergovernmental Coordination

Policy 1. Maintain effective coordination with other local governments, special districts, state and federal agencies, Metro, the West Linn-Wilsonville School District, and other governmental and quasi-public organizations.

Policy 4. Coordinate with Metro planning activities on all areas in which Metro has jurisdiction and as specified in Goal 14 of this Plan.

Finding: Notice was sent to West Linn-Wilsonville School District, Metro, Clackamas County, Oregon Department of Transportation, Oregon Department of Land Use and Development, and all West Linn Neighborhood Associations. They were provided the opportunity to review and comment on the amendments proposed for adoption.

Goal 5: Open Spaces, Scenic and Historic Areas & Natural Resources

Finding: None of the goals or policies under Goals 5 apply to this application.

Goal 6: Air, Water & Land Resources Quality

Section 1: Air Quality

Policy 3. Reduce pollution from vehicle emissions by pursuing an energy efficient urban form that provides for connectivity and reduces the number of vehicle miles traveled.

Policy 5. Encourage employment, mixed-uses, and home occupations within West Linn to reduce commuting and reduce the distance traveled for shopping and other essential services.

Finding: The amendments to the West Linn Comprehensive Plan Map and Zoning Map will provide more opportunity for employment by changing nine mixed-use properties and six low density properties to commercial. Additionally, five low density properties will change to mixed-use, providing more flexibility for potential commercial use. All impacted properties are located in an established neighborhood with public transit access and the amendments could help to promote walking or bicycling to services or combining trips, instead of needing to drive elsewhere.

Goal 7: Areas Subject to Natural Disasters and Hazards

Goal 8: Parks and Recreation

Finding: None of the goals or policies under Goals 7 and 8 apply to this application.

Goal 9: Economic Development

Goal 3. Promote the efficient use of commercial and industrial land adequate to serve a range of employment opportunities in the City.

Policy 1. Preserve employment (commercial and industrial) land to ensure an appropriate mix of uses and jobs-housing balance.

Finding: The amendments to the West Linn Comprehensive Plan Map and Zoning Map will provide more opportunity for employment by changing nine mixed-use properties and six low density properties to commercial. Additionally, five low density properties will change to mixed-use, providing more flexibility for potential commercial use. The small sizes of the properties, 18 of the 20 are less than 15,000 square feet, and most of them being developed already, will promote a mix of uses in a well-established commercial core of the City. Both the commercial and mixed-use properties allow a balance of jobs and housing.

Goal 10: Housing

Goal 1. Preserve the character and identity of established neighborhoods.

Finding: The amendments to the West Linn Comprehensive Plan Map and Zoning Map will appropriately use the mixed-use zoning designation, as intended, to provide a transitional buffer between commercially zoned properties and residentially zoned properties. Currently, the properties zoned mixed-use are primarily used for commercial purposes and will not alter the character or identity of the neighborhood. The properties proposed for change from low density residential to mixed-use on the north side of 8th Avenue will provide the appropriate buffer for the residential properties from the commercial properties on the south side of 8th Avenue. The mixed-use zoning will allow the current residential uses to continue to preserve the character and identity of the neighborhood.

Goal 11: Public Facilities and Services

Finding: None of the goals or policies under Goal 11 apply to this application.

Goal 12: Transportation

Goal 1. Provide a transportation system for the City of West Linn that:

- a. *Provides for maximum mobility while encouraging modes of transportation other than the automobile.*

Finding: The Transportation Planning Rule (TPR) outlines the process to evaluate plan and land use regulation amendments for significant effect on a transportation facility, including mobility. The City performed a TPR analysis for the proposed Comprehensive Plan Map and Zoning Map amendments and found “no significant effect” on a transportation facility. The Oregon Department of Transportation concurred with this finding. In addition, the map amendments are in an established commercial area with pedestrian, bicycle, and public transit access. More concentration of commercial uses in the area will encourage alternative modes of transportations.

Goal 13: Energy Conservation

Goal 14: Urbanizations

Goal 15: Willamette River Greenway

Finding: None of the goals or policies under Goals 13 through 15 apply to this application.

Conclusion: Based on the analysis above, the Commission finds the proposed amendments are consistent with applicable West Linn Comprehensive Plan policies and map.

5. The applicable provisions of the implementing ordinance.

Finding: Staff is not aware of additional applicable provisions, which are not found above, of the implementing ordinances related to the proposed amendment.

Conclusion: Based on the analysis above, the Commission finds the proposed amendments are consistent with applicable provisions of the implementing ordinance.

EXHIBIT PC-1 – PROPOSED COMPREHENSIVE PLAN MAP AMENDMENT

ORDINANCE NO. 1688

AN ORDINANCE RELATING TO THE AMENDMENT OF WEST LINN COMPREHENSIVE PLAN MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are bold underlined.

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides:

Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, the City Council appointed the Willamette Neighborhood Mixed-Use Transitional Zone Working Group at its November 14, 2017 meeting and assigned specific purposes and goals; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met four times between January and April 2018 to discuss, hear from property owners, and reach final consensus on a set of recommendations that included future consideration of zoning changes along 8th Avenue; and

WHEREAS, in August 2018, the City Council requested the Willamette Neighborhood Mixed-Use Transitional Zone Working Group reconvene and make a final recommendation on proposed zone changes along 8th Avenue; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met on September 19, 2018 and reached consensus on recommended zone changes along 8th Avenue; and

WHEREAS, the City Council and Planning Commission held a joint worksession on October 15, 2018 to discuss the recommendation and provide direction to City staff; and

WHEREAS, the Planning Commission held a public hearing on January 23, 2019 where it voted unanimously to recommend the City Council adopt the proposed amendments;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. West Linn Comprehensive Plan Map Amendment. The West Linn Comprehensive Plan Map shall be amended as depicted in Exhibit A.

The following properties shall be included in the Commercial Map Plan Designation:

1600 14th Street (3S 1E 02BB 06200)
1684 12th Street (3S 1E 02BA 01000)
1693 12th Street (3S 1E 02BA 00500)
1841 8th Avenue (3S 1E 02BA 01100)
1975 8th Avenue (3S 1E 02BA 00400)
1995 8th Avenue (3S 1E 02BA 00300)
2005 8th Avenue (3S 1E 02BA 00200)
2015 8th Avenue (3S 1E 02BA 00100)
1800 8th Avenue (2S 1E 35C 02200)
1741 8th Avenue (3S 1E 02BA 01600)
1755 8th Avenue (3S 1E 02BA 01500)
1720 Willamette Falls Drive (3S 1E 02BA 01800)
1793 Willamette Falls Drive (3S 1E 02BA 01400)
1820 Willamette Falls Drive (3S 1E 02BA 01300)
1832 Willamette Falls Drive (3S 1E 02BA 01200)

The following properties shall be included in the Mixed-Use Map Plan Designation:

1698 8th Avenue (3S 1E 02BB 00800)
1722 8th Avenue (3S 1E 02BB 00702)
1752 8th Avenue (3S 1E 02BB 00600)
1771 8th Avenue (3S 1E 02BB 00500)
1796 8th Avenue (3S 1E 02BB 00400)

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-5) need not be codified and the City Recorder or his/her designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the _____ day of _____, 2019, and duly PASSED and ADOPTED this _____ day of _____, 2019.

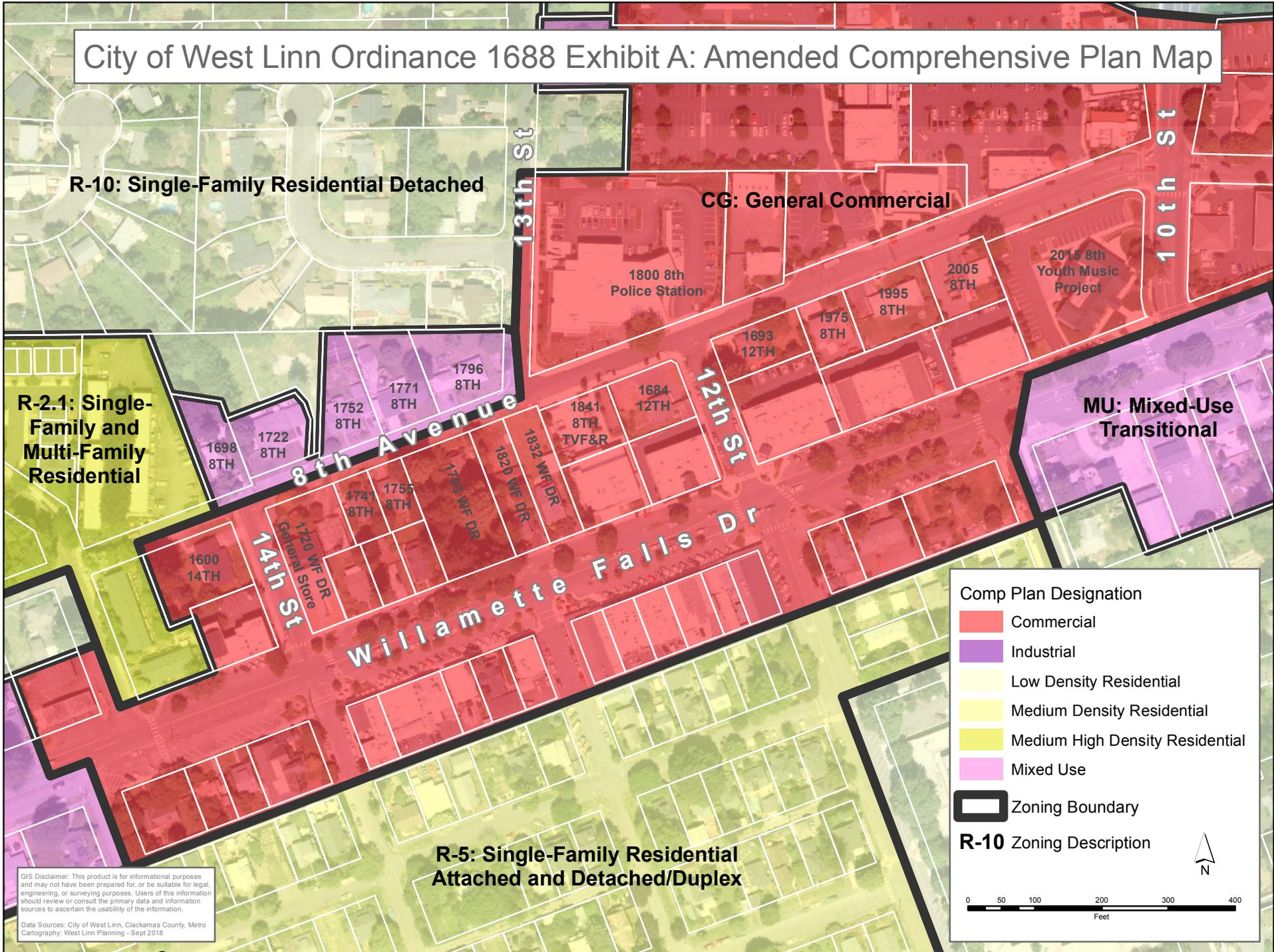
RUSSELL B. AXELROD, MAYOR

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

City of West Linn Ordinance 1688 Exhibit A: Amended Comprehensive Plan Map



R-10: Single-Family Residential Detached

CG: General Commercial

R-2.1: Single-Family and Multi-Family Residential

MU: Mixed-Use Transitional

R-5: Single-Family Residential Attached and Detached/Duplex

GIS Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

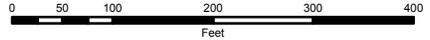
Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

Comp Plan Designation

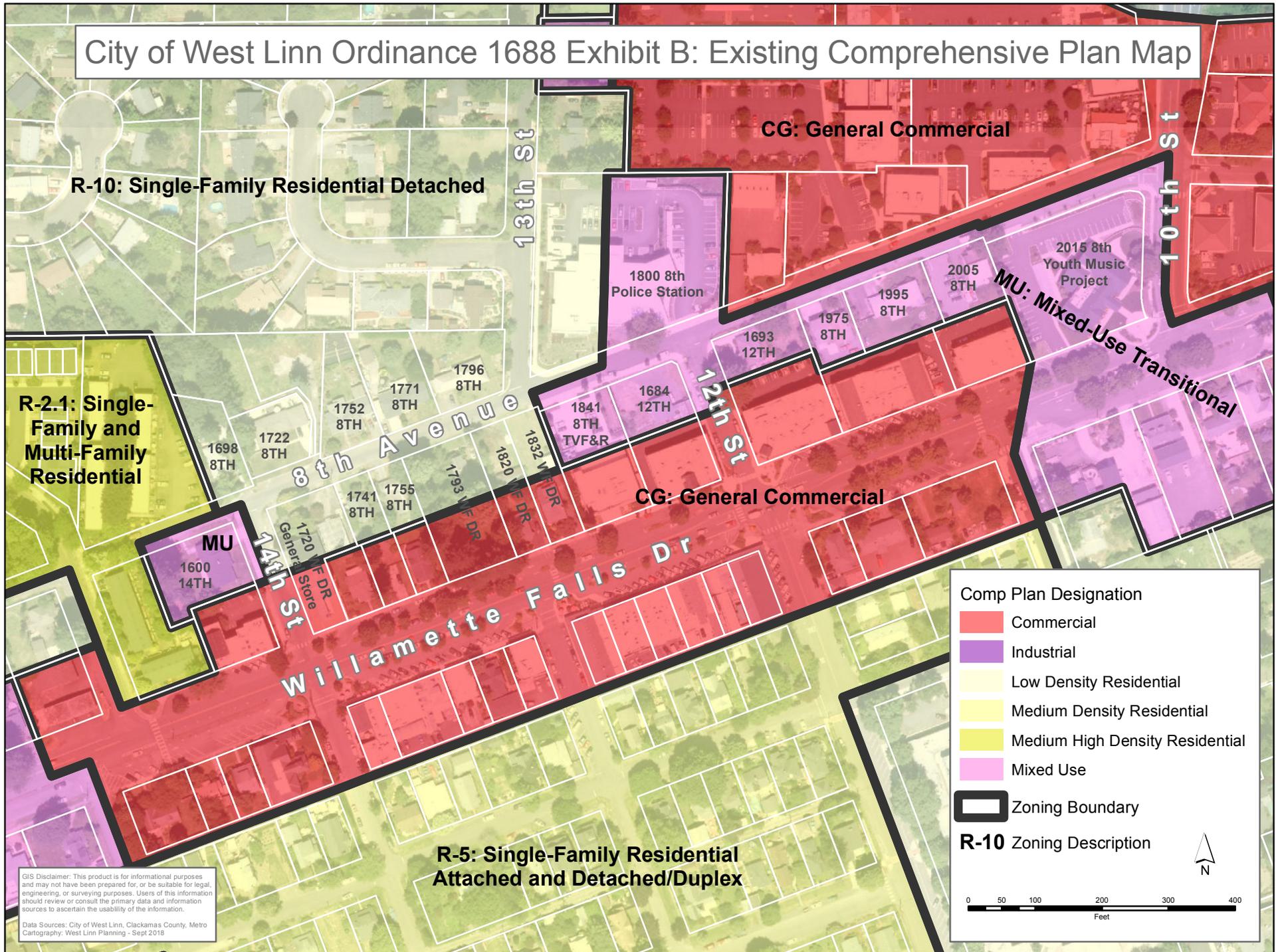
- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Zoning Boundary

R-10 Zoning Description





City of West Linn Ordinance 1688 Exhibit B: Existing Comprehensive Plan Map



GIS Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

EXHIBIT PC-2 – PROPOSED ZONING MAP AMENDMENT

ORDINANCE NO. 1689

AN ORDINANCE RELATING TO THE AMENDMENT OF WEST LINN ZONING MAP TO IMPLEMENT THE RECOMMENDATION FROM THE CITY COUNCIL APPOINTED WILLAMETTE NEIGHBORHOOD MIXED-USE TRANSITIONAL ZONE WORKING GROUP

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are bold underlined.

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides:

Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, the City Council appointed the Willamette Neighborhood Mixed-Use Transitional Zone Working Group at its November 14, 2017 meeting and assigned specific purposes and goals; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met four times between January and April 2018 to discuss, hear from property owners, and reach final consensus on a set of recommendations that included future consideration of zoning changes along 8th Avenue; and

WHEREAS, in August 2018, the City Council requested the Willamette Neighborhood Mixed-Use Transitional Zone Working Group reconvene and make a final recommendation on proposed zone changes along 8th Avenue; and

WHEREAS, the Willamette Neighborhood Mixed-Use Transitional Zone Working Group met on September 19, 2018 and reached consensus on recommended zone changes along 8th Avenue; and

WHEREAS, the City Council and Planning Commission held a joint worksession on October 15, 2018 to discuss the recommendation and provide direction to City staff; and

WHEREAS, the Planning Commission held a public hearing on January 23, 2019 where it voted unanimously to recommend the City Council adopt the proposed amendments;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. West Linn Zoning Map Amendment. The West Linn Zoning Map shall be amended as depicted in Exhibit A.

The following properties shall be included in the General Commercial Zone:

1600 14th Street (3S 1E 02BB 06200)
1684 12th Street (3S 1E 02BA 01000)
1693 12th Street (3S 1E 02BA 00500)
1841 8th Avenue (3S 1E 02BA 01100)
1975 8th Avenue (3S 1E 02BA 00400)
1995 8th Avenue (3S 1E 02BA 00300)
2005 8th Avenue (3S 1E 02BA 00200)
2015 8th Avenue (3S 1E 02BA 00100)
1800 8th Avenue (2S 1E 35C 02200)
1741 8th Avenue (3S 1E 02BA 01600)
1755 8th Avenue (3S 1E 02BA 01500)
1720 Willamette Falls Drive (3S 1E 02BA 01800)
1793 Willamette Falls Drive (3S 1E 02BA 01400)
1820 Willamette Falls Drive (3S 1E 02BA 01300)
1832 Willamette Falls Drive (3S 1E 02BA 01200)

The following properties shall be included in the Willamette Neighborhood Mixed-Use Transitional Zone:

1698 8th Avenue (3S 1E 02BB 00800)
1722 8th Avenue (3S 1E 02BB 00702)
1752 8th Avenue (3S 1E 02BB 00600)
1771 8th Avenue (3S 1E 02BB 00500)
1796 8th Avenue (3S 1E 02BB 00400)

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-5) need not be codified and the City Recorder or his/her designee is authorized to correct any cross-references and any typographical errors.

SECTION 5. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the _____ day of _____, 2019, and duly PASSED and ADOPTED this _____ day of _____, 2019.

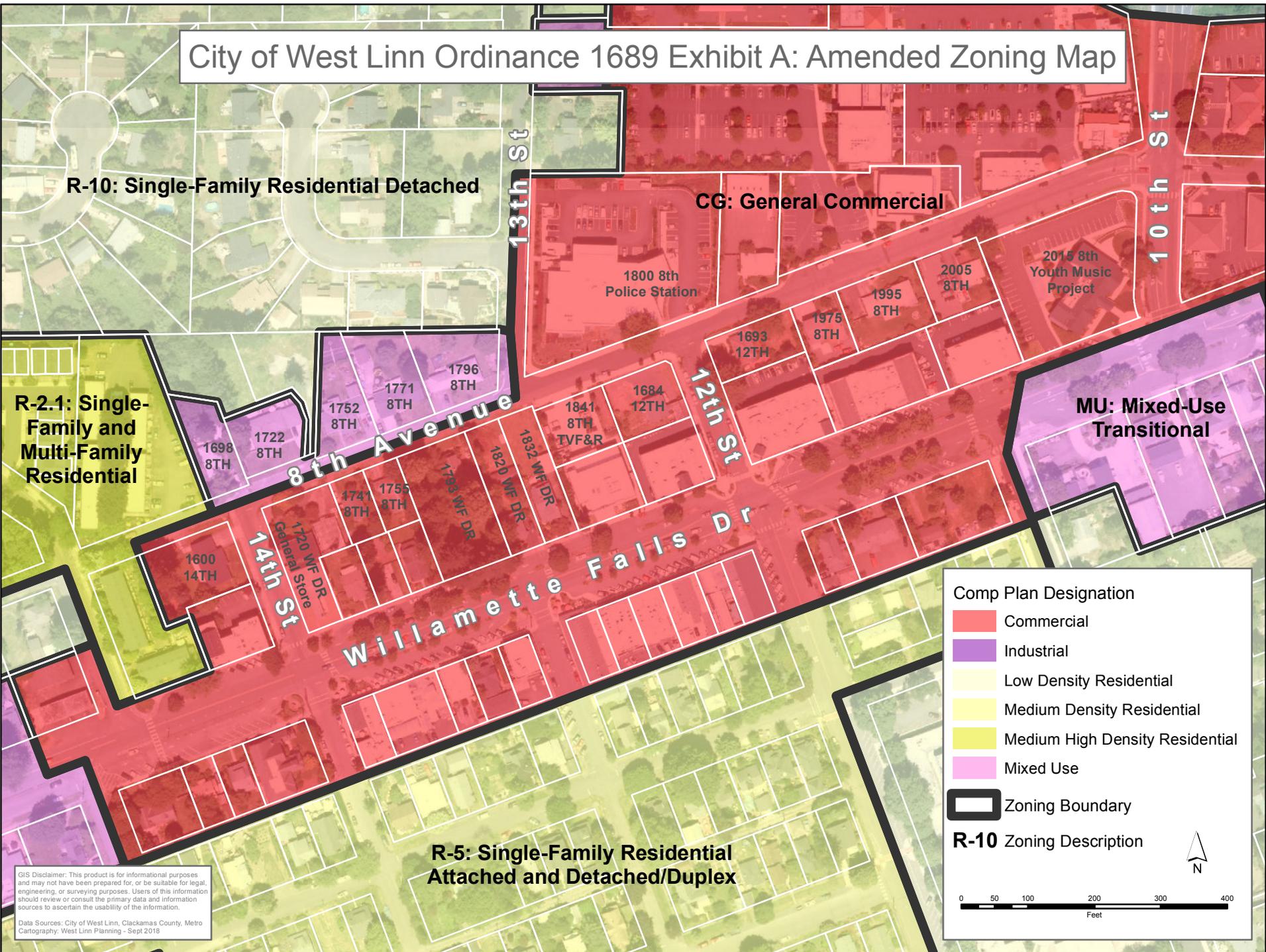
RUSSELL B. AXELROD, MAYOR

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

City of West Linn Ordinance 1689 Exhibit A: Amended Zoning Map



R-10: Single-Family Residential Detached

CG: General Commercial

R-2.1: Single-Family and Multi-Family Residential

MU: Mixed-Use Transitional

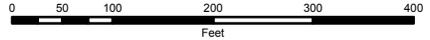
R-5: Single-Family Residential Attached and Detached/Duplex

Comp Plan Designation

- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Zoning Boundary

R-10 Zoning Description

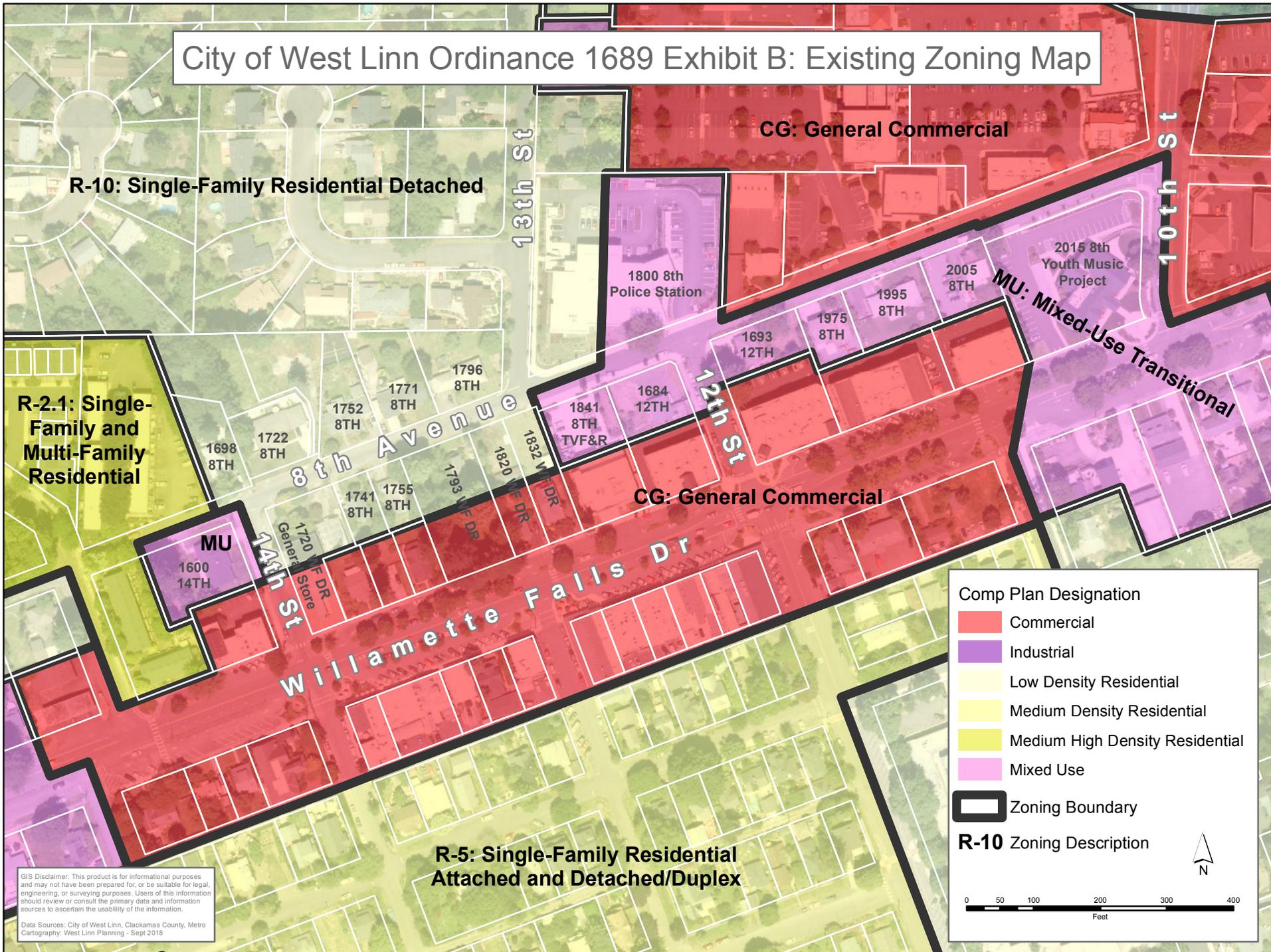




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Feet

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Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

City of West Linn Ordinance 1689 Exhibit B: Existing Zoning Map



GIS Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Data Sources: City of West Linn, Clackamas County, Metro Cartography, West Linn Planning - Sept 2018

EXHIBIT PC-3 – TRANSPORTATION PLANNING RULE ANALYSIS



Oregon

Kate Brown, Governor

Department of Transportation

Region 1 Headquarters
123 NW Flanders Street
Portland, Oregon 97209
(503) 731.8200
FAX (503) 731.8259

December 27, 2018

ODOT #8689

ODOT Response

Project Name: City of West Linn Comp Plan Amendments-Zone Change	Applicant: City of West Linn
Jurisdiction: City of West Linn	Jurisdiction Case #: Public Hearing PLN-18-02
Site Address: site specific, West Linn, OR	Legal Description: 03S 01E 02BA Tax Lot(s): 00100
State Highway: I-205/10 th St Interchange	Mileposts: _____

The site of this proposed land use action is in the vicinity of the I-205/10th St interchange. ODOT has permitting authority for this facility and an interest in ensuring that this proposed land use is compatible with its safe and efficient operation.

- ODOT has determined there will be no significant impacts to state highway facilities and no additional state review is required.

COMMENTS

Thank you for providing the updated Transportation Planning Rule memo. We have determined that there will not be a significant effect on the interchange.

Please send a copy of the Notice of Decision including conditions of approval to:

ODOT Region 1 Planning
Development Review
123 NW Flanders St
Portland, OR 97209

Region1_DEVREV_Applications@odot.state.or.us

Development Review Planner: Marah Danielson	503.731.8258, marah.b.danielson@odot.state.or.us
Traffic Contact: Avi Tayar, P.E.	503.731.8221



1970 Broadway, Suite 740
Oakland, CA 94612-2219
510.763.2061
www.dksassociates.com

MEMORANDUM

DATE: December 21, 2018

TO: Darren Wyss, City of West Linn

FROM: Garth Appanaitis, DKS Associates

SUBJECT: West Linn 8th Avenue Rezone TPR Findings

This memorandum summarizes the Transportation Planning Rule (TPR) findings for a proposed rezone of 20 parcels along 8th Avenue, west of 10th Street, in West Linn related to proposed Ordinances 1688 and 1689. The TPR assessment indicates that the nominal trip potential for the proposed zoning would be mitigated by the recent funding actions of planned transportation improvements in the 10th Street Corridor area, and that the proposed zone changes would not create a significant effect.

The 20 parcels are currently zoned either R-10 or mixed-use (figure attached). The proposed zoning would include general commercial and mixed-use (figure attached). Due to the majority of the properties already being zoned mixed-use (similar permitted uses to commercial zoning) and proposed changes from residential to commercial/mixed-use being limited to approximately two acres with many small lots, the additional trip potential for the area would be nominal.

The West Linn Transportation System Plan (TSP) identifies several transportation improvements near the subject parcels that assume varying priorities and implementation schedules for each project over the planning horizon. However, in May 2018 the voters of West Linn approved Ballot Measure 3-527, which authorized up to \$20 million of general obligation bonds to improve city infrastructure, including roads¹. The package of improvements includes the Historic Willamette Main Street and 10th Street Interchange Streetscape Improvements, which collectively includes the transportation improvements identified in the TSP for this area. The improvements to be designed and constructed by 2021 include:

- Widen 10th Street between the I-205 NB Ramps and the I-205 SB Ramps to provide two through lanes in each direction.
 - This allows for one left-turn lane and one continuous through lane in both directions between the ramps (the left-turn lanes between the ramps would be

¹ <https://westlinnoregon.gov/go-bond>



side-by-side instead of back-to-back allowing for twice the amount of queue storage).

- Widen 10th Street between the I-205 NB Ramps and Willamette Falls Drive to provide two lanes in each direction.
- Provide continuous sidewalks and bicycle facilities along 10th Street from Blankenship-Salamo Road to Willamette Falls Drive. The bicycle facilities should be designed to be low-stress and provide separation for bicycles from vehicles.
- Widen Blankenship-Salamo Road to provide dual left-turn lanes from Salamo Road and dual left-turn lanes from 10th Street at the 10th Street/Blankenship-Salamo Road intersection.
- Add a second exclusive right turn lane to the eastbound approach to the 10th Street/Blankenship-Salamo Road intersection if necessary to address queuing; however, the need for this improvement would be eliminated by realigning Tannler Drive with the commercial driveway located approximately 350 feet west of its current alignment.
- Install channelization at the 10th Street/8th Avenue-Court intersection to restrict the eastbound left, eastbound-through, northbound left, and westbound-through movements.
 - The channelization would result in an increase in the southbound left-turn volume at the 12th Street/Willamette Falls Drive intersection and the eastbound left-turn volume at the 10th Street/Willamette Falls Drive intersection. Traffic signals are warranted at the intersections under existing traffic conditions with channelization at the 10th Street/8th Avenue-Court intersection.
- Install dual eastbound left-turn lanes at 10th Street/Willamette Falls Drive intersection.
- Install traffic signals at 12th Street/Willamette Falls Drive and at 10th Street/Willamette Falls Drive intersections. Coordinate the traffic signals along 10th Street and Willamette Falls Drive to minimize queuing and delay at each approach to the I-205 Ramp terminals.
- During preliminary design of the 10th Street Corridor, further evaluate traffic operations, the feasibility of the signal coordination, and identify the project footprint.

In addition to the funding and construction of these improvements along the Willamette Falls Drive and 10th Street corridors, Metro's Regional Transportation Plan (RTP) identifies that improvements along I-205 in the area will be funded. These collective transportation improvements will offset any nominal impacts to the transportation system due to the proposed rezoning of properties along 8th Avenue.

Attachments:

- 8th Avenue Rezone – Affected Properties Rezone Summary
- Current and Proposed Zoning Map

City of West Linn – Proposed 8th Avenue Rezone
Affected Properties

Rezone from Mixed-Use Transitional Zone to General Commercial

1600 14th Street (3S 1E 02BB 06200) – 0.34 acres w/commercial business
1684 12th Street (3S 1E 02BA 01000) – 0.23 acres w/empty single-family home
1693 12th Street (3S 1E 02BA 00500) – 0.22 acres w/new single-family home under construction
1841 8th Avenue (3S 1E 02BA 01100) – 0.23 acres w/Fire Station parking lot
1975 8th Avenue (3S 1E 02BA 00400) – 0.17 acres w/commercial business
1995 8th Avenue (3S 1E 02BA 00300) – 0.29 acres w/commercial businesses
2005 8th Avenue (3S 1E 02BA 00200) – 0.23 acres w/single-family home & commercial parking lot
2015 8th Avenue (3S 1E 02BA 00100) – 0.94 acres w/commercial business

Rezone from Mixed-Use Transitional/R-10 to General Commercial

1800 8th Avenue (2S 1E 35C 02200) – 1.67 acres w/West Linn Police Station

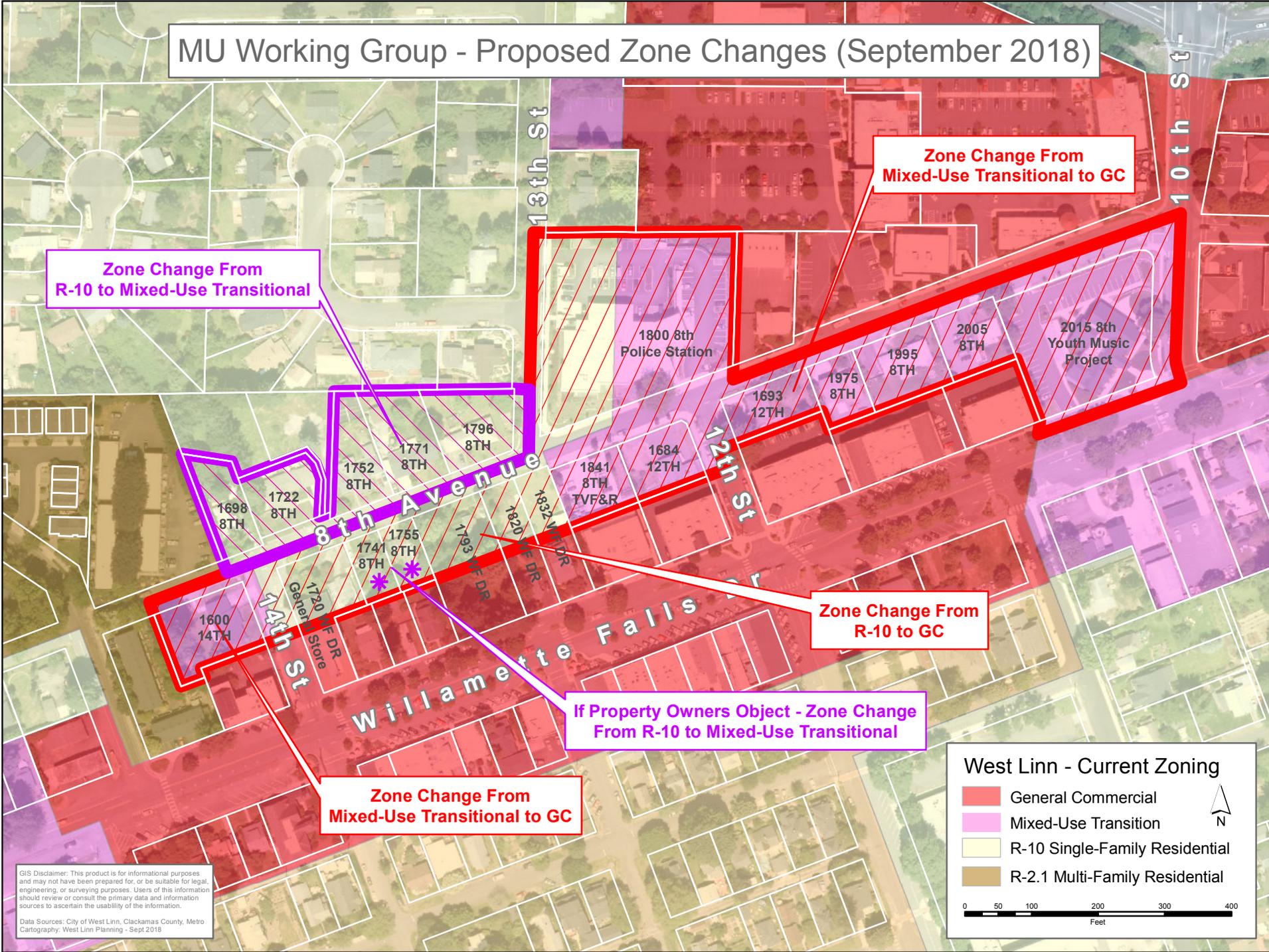
Rezone from R-10 to General Commercial

1741 8th Avenue (3S 1E 02BA 01600) – 0.13 acres w/single-family home
1755 8th Avenue (3S 1E 02BA 01500) – 0.13 acres w/empty single-family home
1720 Willamette Falls Drive (3S 1E 02BA 01800) – 0.25 acres w/commercial structure
1793 Willamette Falls Drive (3S 1E 02BA 01400) – 0.25 acres w/single-family home
1820 Willamette Falls Drive (3S 1E 02BA 01300) – 0.13 acres w/no development
1832 Willamette Falls Drive (3S 1E 02BA 01200) – 0.13 acres w/no development

Rezone from R-10 to Mixed-Use Transitional Zone

1698 8th Avenue (3S 1E 02BB 00800) – 0.23 acres w/single-family home
1722 8th Avenue (3S 1E 02BB 00702) – 0.24 acres w/single-family home
1752 8th Avenue (3S 1E 02BB 00600) – 0.27 acres w/single-family home
1771 8th Avenue (3S 1E 02BB 00500) – 0.31 acres w/single-family home
1796 8th Avenue (3S 1E 02BB 00400) – 0.31 acres w/single-family home

MU Working Group - Proposed Zone Changes (September 2018)



Zone Change From R-10 to Mixed-Use Transitional

Zone Change From Mixed-Use Transitional to GC

Zone Change From R-10 to GC

If Property Owners Object - Zone Change From R-10 to Mixed-Use Transitional

Zone Change From Mixed-Use Transitional to GC

West Linn - Current Zoning

- General Commercial
- Mixed-Use Transition
- R-10 Single-Family Residential
- R-2.1 Multi-Family Residential

0 50 100 200 300 400
Feet

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Data Sources: City of West Linn, Clackamas County, Metro Cartography: West Linn Planning - Sept 2018



Oregon

Kate Brown, Governor

Department of Transportation

Region 1 Headquarters
123 NW Flanders Street
Portland, Oregon 97209
(503) 731.8200
FAX (503) 731.8259

October 25, 2018

ODOT Case No: 8689

To: Darren Wyss, Associate Planner

From: Marah Danielson, Senior Planner

Subject: Public Hearing PLN-18-02: City of West Linn Comp Plan Amendments-
Zone Change
I-205/10th St Interchange

We have reviewed the City's proposed ordinances number 1688 and 1689 to do comprehensive map and zoning map amendments for properties along 8th Ave, Willamette Falls Dr, 12th St and 14th St. These properties are located in the vicinity of the I-205/10th St interchange. ODOT has permitting authority for this facility¹ and an interest in assuring that the proposed zone change/comprehensive plan amendment is consistent with the identified function, capacity and performance standard of this facility. According to the 1999 Oregon Highway Plan (OHP), this facility is classified an Interstate highway and the performance standard is .85 volume to capacity (v/c) ratio.

For zone changes and comprehensive plan amendments, local governments must make a finding that the proposed amendment complies with the Transportation Planning Rule (TPR), OAR 660-012-0060. There must be substantial evidence in the record to either make a finding of "no significant effect" on the transportation system, or if there is a significant effect, require assurance that the land uses to be allowed are consistent with the identified function, capacity, and performance standard of the transportation facility.

In order to determine whether or not there will be a significant effect on the State transportation system, ODOT requests that (auto entry field) require the applicant to prepare a traffic impact study (TIS) prepared by a transportation engineer registered in Oregon. The analysis should address the following:

1. A comparison between the land use with the highest trip generation rate allowed outright under the proposed zoning/comp plan designation and the land use with the highest trip generation rate allowed outright under the existing zoning/comprehensive plan designation (this is commonly referred to as the "reasonable worst case" traffic analysis). The analysis should utilize the current edition of Institute of Transportation Engineers (ITE) *Trip Generation* manual, unless otherwise directed. To determine the maximum amount of

¹ OAR 734-051 website: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_051.html

building square footage that could be put on the site the analyst should look at the number of parking spaces, building height, and required landscaping in the local development code.

Note: It is important that the applicant's transportation engineer provide ODOT the opportunity to review and concur with the mix of land uses and square footage they propose to use for the "reasonable worst case" traffic analysis for both existing and proposed zoning prior to commencing the traffic analysis, particularly if the applicant chooses to perform their analysis using a trip generation rate determined by any means other than *ITE Trip Generation*.

2. Analysis may rely on existing and planned transportation improvements in which a funding mechanism is in place including but not limited to projects identified in:
 - State Transportation Improvement Program (STIP),
 - Local/County Capital Improvement Plans (CIP),
 - Financially constrained Regional Transportation System Plan (RTP),
3. The analysis should apply the highway mobility standard (volume-to-capacity ratio) identified in the OHP over the planning horizon in the adopted local transportation system plan of the area or 15 years from the proposed date of amendment adoption, whichever is greater (OHP Action 1F2).
4. In situations where the highway facility is operating above the OHP mobility standard and transportation improvements are not anticipated within the planning horizon to bring performance to standard, the performance standard is to avoid further degradation. If the proposed zone change or comprehensive plan amendment increases the volume-to-capacity ratio further, it will significantly affect the facility (OHP Action 1F6).
5. The analysis should not include any existing or proposed approaches on the highway unless the proposed site is landlocked². If landlocked, the analysis should only use one approach to the highway.

Prior to commencing the TIS, the applicant should contact Avi Tayar, ODOT Region 1 Development Review Engineer Lead at 503.731.8221 to obtain ODOT concurrence with the scope of the study.

Thank you for providing ODOT the opportunity to participate in this land use review. If you have any questions regarding this matter, please contact me at 503.731.8258.

C: Avi Tayar, P.E., ODOT Engineer Lead

² A parcel is considered 'landlocked' if it has no other reasonable access other than to a state highway. Burden of proof is on the applicant to provide justification as to why access to a road other than a state highway is not reasonable.

EXHIBIT PC-4 – PUBLIC COMMENT

From: [Jerry Sparks](#)
To: [Wyss, Darren](#)
Subject: 8th ave rezoning
Date: Thursday, January 10, 2019 4:24:09 PM

We support the rezoning of our property 1796. 8th ave. Thank you.

Jerry & LeAnna Sparks



1600 14th Street
West Linn, OR 97068

Phone: 503.650.1616
Fax: 503.650.8630

www.peakemarketing.com

November 15, 2018

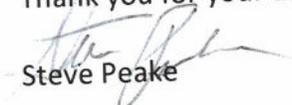
Darren Wyss
City of West Linn
22500 Salamo Rd
West Linn OR 97068

Darren

Regarding your letter of October 10, 2018, we would like the zone changed for 1600 14th Street to General Commercial. I was going to attend the meeting on October 15th, but it was cancelled.

I discussed this with Mayor Axelrod last night at the Willamette Neighborhood Association meeting, as I had not received any updates since your letter. He informed me that the plan was moving forward, and that 1600 14th Street should be and can be included.

Thank you for your assistance,


Steve Peake

CC Mayor Axelrod

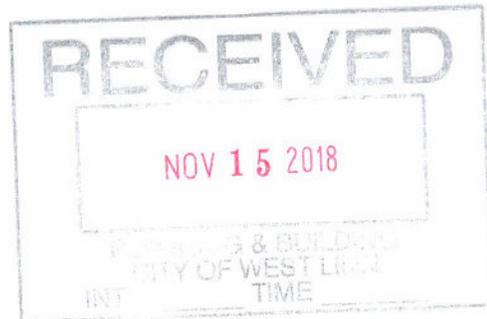


EXHIBIT PC-5 – MU WORKING GROUP MEMO/RECOMMENDATION

Memorandum

Date: September 27, 2018

To: West Linn City Council and West Linn Planning Commission

From: Willamette Neighborhood Mixed-Use Transitional Zone Working Group

Subject: 8th Avenue Rezone Proposal – Final Recommendation

The Willamette Neighborhood Mixed-Use Transitional Zone Working Group (MU Working Group) met on September 19, 2018 for the purpose of making a final recommendation on rezoning properties along 8th Avenue. The meeting was requested by City Council to follow-up on two of the five recommendations for future consideration made in April 2018 by the MU Working Group:

- Consider rezoning the properties along 8th Avenue, between 10th and 13th Streets, from Mixed-Use to General Commercial as they don't meet the transitional purpose of the zone. Staff contacted the property owners for feedback and seven of the eight responded in support of a potential change.
- Consider rezoning the properties along 8th Avenue, between 13th and 14th Streets, from R-10: Single-Family Detached Residential to at least Mixed-Use, if not some to General Commercial as these properties actually meet the transitional purpose of the zone. Staff contacted the property owners for feedback and four of the six on the south side responded in support and one each responded in support and not in support out of the five properties on the north side of 8th Avenue.

Present at the meeting were four MU Working Group members and two property owners. Primary topics of discussion included: likelihood of redevelopment (size, current improvements, parking needs), properties with frontage on both Willamette Falls Drive and 8th Avenue, purpose of each zone, and potential impacts to single-family homeowners. Based on the group discussion and feedback received from property owners, both previously and at the meeting, the MU Working Group made a final recommendation to consider rezoning 8th Avenue as follows (please also see attached map):

Rezone from Mixed-Use Transitional Zone to General Commercial

1600 14 th Street	1975 8 th Avenue
1684 12 th Street	1995 8 th Avenue
1693 12 th Street	2005 8 th Avenue
1841 8 th Avenue (TVF&R Parking Lot)	2015 8 th Avenue

Rezone from Mixed-Use Transitional/R-10 to General Commercial

1800 8th Avenue (West Linn Police Station)

Rezone from R-10 to General Commercial

1741 8th Avenue

1755 8th Avenue

1720 Willamette Falls Drive*

1793 Willamette Falls Drive*

1820 Willamette Falls Drive*

1832 Willamette Falls Drive*

*Property contains frontage on both 8th Avenue and Willamette Falls Drive

Rezone from R-10 to Mixed-Use Transitional Zone

1698 8th Avenue

1722 8th Avenue

1752 8th Avenue

1771 8th Avenue

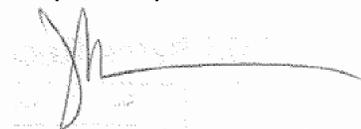
1796 8th Avenue

Since the City received no feedback from the property owners at 1741 and 1755 8th Avenue, the group agreed a change from R-10 to Mixed-Use Transitional Zone would be acceptable if the property owners objected to the proposed change to General Commercial. This decision was based on the properties containing single-family homes and the impact moving to the General Commercial zone.

On behalf of the MU Working Group, we would like to thank City Council for the opportunity to follow-up on previous discussions and develop this recommendation for consideration. We would also like to remind City Council of the group's other three recommendations for future consideration from April 2018 and hope they will get addressed in a timely manner.

- Evaluate more appropriate zoning for MU Zone properties separated from the historic commercial core (Properties 1-2, 3-4, and 27-30 on attached map) as they do not meet the transitional purpose of the zone. This could be undertaken at the same time as 8th Avenue.
- Consider changes to the dimensional/design standards for Chap. 59: MU Zone to make them more flexible for potential redevelopment of properties in the future. Some ideas for potential changes: allowing a zero lot line at the front yard and side yard abutting a street, move from maximum building size to lot coverage standard, making maximum FAR 0.45, eliminating maximum lot size, and removing the residential style design standards.
- Consider evaluating how parking is managed in the Willamette Main Street area, especially the on-site parking exemptions found in CDC Chapter 58: Willamette Falls Drive Commercial Design District.

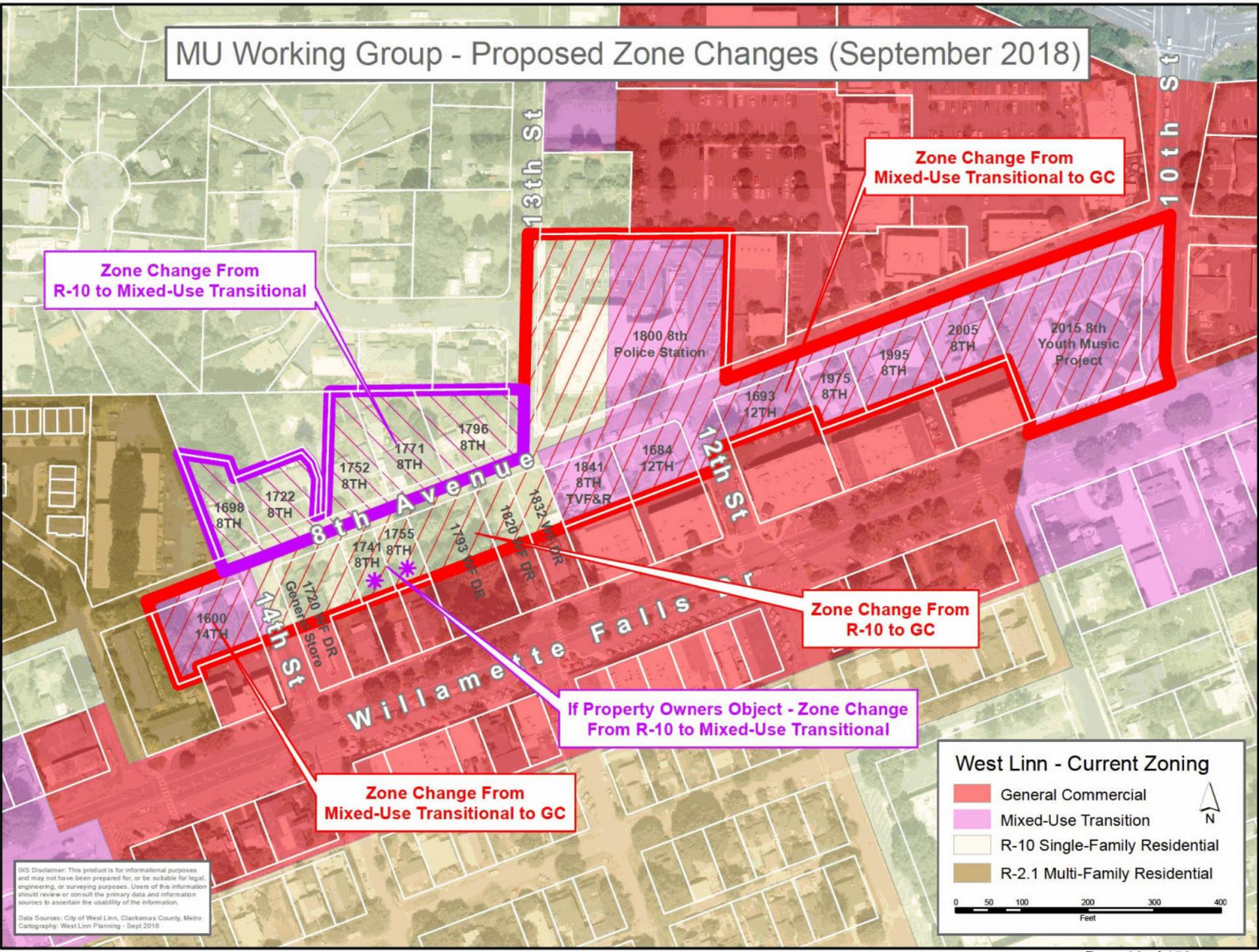
Respectfully,



Shannen Knight

Chair, MU Working Group

MU Working Group - Proposed Zone Changes (September 2018)



Zone Change From R-10 to Mixed-Use Transitional

Zone Change From Mixed-Use Transitional to GC

Zone Change From R-10 to GC

If Property Owners Object - Zone Change From R-10 to Mixed-Use Transitional

Zone Change From Mixed-Use Transitional to GC

West Linn - Current Zoning

- General Commercial
- Mixed-Use Transition
- R-10 Single-Family Residential
- R-2.1 Multi-Family Residential

N

0 50 100 200 300 400
Feet

GIS Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
Data Sources: City of West Linn, Clackamas County, Meiro Cartography: West Linn Planning - Sept 2018

EXHIBIT PC-6 – AFFIDAVIT OF NOTICE AND MAILING PACKET

AFFIDAVIT OF NOTICE

We, the undersigned do hereby certify that, in the interest of the party (parties) initiating a proposed land use, the following took place on the dates indicated below:

GENERAL

File No. PLN-18-02 Applicant's Name COWL
Development Name _____
Scheduled Meeting/Decision Date 1-23-19 (PC) 3-11-19 (CC)

NOTICE: Notices were sent at least 20 days prior to the scheduled hearing, meeting, or decision date per Section 99.080 of the Community Development Code. (check below)

TYPE A ✓

- A. The applicant (date) _____ (signed) _____
- B. Affected property owners (date) 1-3-19 in mass (signed) S. Shroyer
- C. School District/Board (date) 1-3-19 (signed) S. Shroyer
- D. Other affected gov't. agencies (date) 1-3-19 (signed) S. Shroyer
- E. Affected neighborhood assns. (date) 1-3-19 (all) (signed) S. Shroyer
- F. All parties to an appeal or review (date) _____ (signed) _____

At least 10 days prior to the scheduled hearing or meeting, notice was published/posted:

Tidings (published date) 1-10-19 (signed) S. Shroyer
City's website (posted date) 1-3-19 (signed) S. Shroyer

SIGN

At least 10 days prior to the scheduled hearing, meeting or decision date, a sign was posted on the property per Section 99.080 of the Community Development Code.

(date) _____ (signed) _____

NOTICE: Notices were sent at least 14 days prior to the scheduled hearing, meeting, or decision date per Section 99.080 of the Community Development Code. (check below)

TYPE B _____

- A. The applicant (date) _____ (signed) _____
- B. Affected property owners (date) _____ (signed) _____
- C. School District/Board (date) _____ (signed) _____
- D. Other affected gov't. agencies (date) _____ (signed) _____
- E. Affected neighborhood assns. (date) _____ (signed) _____

Notice was posted on the City's website at least 10 days prior to the scheduled hearing or meeting.
Date: _____ (signed) _____

STAFF REPORT mailed to applicant, City Council/Planning Commission and any other applicable parties 10 days prior to the scheduled hearing.

(date) 1/11/2019 (signed) Don S Wagon

FINAL DECISION notice mailed to applicant, all other parties with standing, and, if zone change, the County surveyor's office.

(date) _____ (signed) _____

**CITY OF WEST LINN
PUBLIC HEARING PLN-18-02**

This is to notify you that the City of West Linn has proposed Comprehensive Plan Map and Zoning Map changes that may affect the permissible uses of your property.

On **January 23, 2019, at 6:30 p.m.** in the Council Chambers of City Hall, 22500 Salamo Road, the West Linn Planning Commission will hold a public hearing regarding the adoption of Ordinance Numbers 1688 and 1689. The City of West Linn has determined that adoption of these ordinances may affect the permissible uses of your property and may change the value of your property.

Ordinance Numbers 1688 and 1689 are available for inspection at the West Linn City Hall located at 22500 Salamo Road. Copies of Ordinance Numbers 1688 and 1689 are also available for purchase at a cost of \$0.25 a page after the first five pages. The information is also available on the West Linn website at <https://westlinnoregon.gov/planning/8th-avenue-rezone>. For additional information concerning Ordinance Numbers 1688 and 1689, you may call the West Linn Planning Department at 503-742-6060.

Ordinance Number 1688 proposes amendments to the West Linn Comprehensive Plan Map and Ordinance 1689 proposes amendments to the West Linn Zoning Map.

You are receiving this notice because you own property along 8th Avenue where the proposed map amendments are located. Some properties are proposed to be rezoned from R-10: Single-Family Residential Detached and Mixed-Use Transitional to General Commercial, while other properties are proposed to be rezoned from R-10: Single-Family Residential Detached to Mixed-Use Transitional.

The hearing will be conducted in accordance with the rules of CDC Section 98.120. Written testimony on this proposed action may be submitted prior to, or at the public hearing. Oral testimony may be presented at the public hearing. At the public hearing, the Planning Commission will receive a staff presentation, and invite both oral and written testimony. The Planning Commission may continue the public hearing to another meeting to obtain additional information, leave the record open, or close the public hearing and take action on the proposed amendments as provided by state law. Failure to raise an issue in person or by letter at some point prior to the close of the hearing, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue, precludes an appeal to the Land Use Board of Appeals (LUBA) based on that issue.

At least 10 days prior to the hearing, a copy of the proposed amendments and associated staff report will be available for inspection. In addition, the project file PLN-18-02 containing the proposed amendments and related information is available for review at the Planning Department.

Following the hearing, the Planning Commission will make a recommendation to the City Council. **The Council will make a final decision regarding the Planning Commission recommendation following its own public hearing on March 11, 2019 at 6:30 p.m., in the Council Chambers of City Hall, 22500 Salamo Road, West Linn.** For further information, please contact Darren Wyss, Associate Planner, at City Hall, 22500 Salamo Road, West Linn, OR 97068, phone 503-742-6064, or via e-mail at dwyss@westlinnoregon.gov.

MAILED

1-3-19 SS
Page 65 of 152.

Property owners

**CITY OF WEST LINN
PUBLIC HEARING PLN-18-02**

**TO ADOPT COMPREHENSIVE PLAN MAP AMENDMENTS AND ZONING MAP
AMENDMENTS FOR PROPERTIES ALONG 8TH AVENUE IN THE WILLAMETTE
NEIGHBORHOOD.**

The West Linn Planning Commission will hold a public hearing on **Wednesday, January 23, 2019 at 6:30 p.m.** in the Council Chambers of City Hall, 22500 Salamo Road, West Linn, to consider adoption of the Council appointed Mixed-Use Working Group recommendation for rezoning properties along 8th Avenue. Following the hearing, the Planning Commission will make a recommendation to the City Council. The Council will make a final decision regarding the Planning Commission recommendation following its own public hearing on **Monday, March 11, 2019 at 6:30 p.m.**, in the Council Chambers of City Hall, 22500 Salamo Road, West Linn.

The hearings will be conducted in accordance with the rules of CDC Section 98 and 105. Anyone wishing to present written testimony on this proposed action may do so prior to, or at the public hearings. Oral testimony may be presented at the public hearings. At the public hearing(s), the Planning Commission and City Council will receive a staff presentation, and invite both oral and written testimony. The Commission or Council may continue the public hearing to another meeting to obtain additional information, leave the record open, or close the public hearing and take action on the proposed amendments as provided by state law. Failure to raise an issue in person or by letter at some point prior to the close of the hearing, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue, precludes an appeal to the Land Use Board of Appeals (LUBA) based on that issue.

The recommendation includes amendments to West Linn Comprehensive Plan Map and West Linn Zoning Map for properties located along 8th Avenue. Some properties are proposed to be rezoned from R-10: Single-Family Residential Detached and Mixed-Use Transitional to General Commercial, while other properties are proposed to be rezoned from R-10: Single-Family Residential Detached to Mixed-Use Transitional.

At least 10 days prior to the hearing, a copy of the proposed amendments and associated staff report will be available for inspection or purchase at a cost of \$0.25 a page after the first five pages at the Planning Department, 22500 Salamo Road. The information is also available on the West Linn website at <https://westlinnoregon.gov/planning/8th-avenue-rezone>. For further information, please contact Darren Wyss, Associate Planner, at City Hall, 22500 Salamo Road, West Linn, OR 97068, phone (503)742-6064, or via e-mail at dwyss@westlinnoregon.gov.

Publish: West Linn Tidings, January 10, 2019

MAILED
1-23-19 55
Tidings : others
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CITY OF West Linn

CITY OF WEST LINN NOTICE OF UPCOMING PLANNING COMMISSION HEARING

**PROJECT # PLN-18-02
MAIL: 1/3/19 TIDINGS: 1/10/19**

CITIZEN CONTACT INFORMATION

To lessen the bulk of agenda packets, land use application notice, and to address the worries of some City residents about testimony contact information and online application packets containing their names and addresses as a reflection of the mailing notice area, this sheet substitutes for the photocopy of the testimony forms and/or mailing labels. A copy is available upon request.

From: [John Christiansen](#)
To: [Wyss, Darren](#)
Cc: rose4278@gmail.com
Subject: FW: Rezoning of Properties
Date: Monday, February 18, 2019 1:54:31 PM
Attachments: [PLN-18-02 ORD 1689 Exhibit A.PDF](#)
[PLN-18-02 ORD 1689 Exhibit B.PDF](#)

Hi Darren,

My wife and I are the owners of the property located at 1746 8th Avenue, West Linn. I'm writing to inform you that we do not wish to have our property rezoned and instead would like to remain under the current R-10 zoning designation. I believe our neighbors Tim and Susan McFee have conveyed a similar message. Thanks for your consideration on this matter.

Regards,

John P. Christiansen

From: Rose Christiansen <rose4278@gmail.com>
Sent: Monday, February 18, 2019 1:48 PM
To: John Christiansen <johnc@aks-eng.com>
Subject: Fwd: Rezoning of Properties

EXTERNAL EMAIL: This email originated from outside of AKS Engineering & Forestry. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: **Wyss, Darren** <dwyss@westlinnoregon.gov>
Date: Thu, Jan 24, 2019 at 9:45 AM
Subject: Rezoning of Properties
To: susanmcphee@comcast.net <susanmcphee@comcast.net>
Cc: rose4278@gmail.com <rose4278@gmail.com>

Susan,

It was a pleasure to meet you last night. Thanks for attending the Planning Commission meeting and letting the City know of your interest in potentially rezoning your property to Mixed-Use as part of the 8th Avenue zoning change proposal that will be going to City Council for adoption on March 11, 2019. As you know, the Planning Commission recommended including your property (1734 8th Ave) as well as your neighbors at 1746 8th Ave., if both of you agree to the change. I have attached the existing and proposed zoning map so you can see what changes are proposed.

Rose, I was given your email address by your neighbors. The Planning Commission did not want to recommend this zone change on your property without your support, hence this email since you

were not at the meeting last night.

I would be more than happy to meet with all of you if you have any questions/concerns about a zone change on your property. Otherwise, please send me an email outlining either your support or for a change to Mixed-Use for your properties, or your preference to remain zoned R-10: Single-Family Residential.

Feel free to give me a call if you have questions. Thanks and I look forward to hearing from you.

Darren Wyss

Associate Planner

Planning

22500 Salamo Rd.

West Linn, Oregon 97068

dwyss@westlinnoregon.gov

westlinnoregon.gov

503-742-6064



[Click to Connect!](#)

Please consider the impact on the environment before printing a paper copy of this email.
This e-mail is subject to the State Retention Schedule and may be made available to the public

From: [Susan D McPhee](#)
To: [Wyss, Darren](#)
Cc: [Rose Christiansen](#)
Subject: Re: Rezoning of Properties
Date: Thursday, February 7, 2019 8:35:50 AM

Darren,

After much research and debate, both households would like to remain R-10; single family residential.

Thank you so much for giving us the option!

Susan McPhee
susanmcphee@comcast.net
503-349-2498

On Jan 25, 2019, at 11:52 AM, Wyss, Darren <dwyss@westlinnoregon.gov> wrote:

Susan,

If you are referring to the property at the corner of 8th Avenue and 12th Street, the owners received approval for a new house while it was zoned mixed-use. Single-family homes are permitted in the mixed-use zone. A legally built single-family home can continue to be used in that manner in the general commercial zone until the use is abandoned for one-year. At that point the structure would not be allowed to be used as single-family again.

The deadline for getting me a response is February 18th. You have some time ☺ And again, if you have questions, I would be happy to meet with everyone if necessary. Thanks.

From: Susan D McPhee [<mailto:susanmcphee@comcast.net>]
Sent: Friday, January 25, 2019 9:37 AM
To: Wyss, Darren <dwyss@westlinnoregon.gov>
Cc: Rose Christiansen <rose4278@gmail.com>
Subject: Re: Rezoning of Properties

Hello Darren,

I have a few questions. This has to do with other properties on 8th Ave. Can people live on properties zoned commercial? I ask because it looks like Icon received a permit to build a house or houses on property that will be re-zoned to commercial.

Also, what is the deadline to give you our response? I think both families need time to get information to make this decision.

Thank you,

Susan McPhee
susanmcphee@comcast.net
503-349-2498

On Jan 25, 2019, at 7:59 AM, Wyss, Darren
<dwyss@westlinnoregon.gov> wrote:

Thanks for the response. If you have any questions about the mixed-use zone & how a change would impact your property, just let me know.

From: Rose Christiansen [<mailto:rose4278@gmail.com>]
Sent: Thursday, January 24, 2019 9:58 PM
To: Wyss, Darren <dwyss@westlinnoregon.gov>
Cc: susanmcphee@comcast.net
Subject: Re: Rezoning of Properties

Darren,
Thank you so much for reaching out. I really appreciate the information and including us in this decision. Susan and I will connect and let you know our decision.

On Thu, Jan 24, 2019 at 9:45 AM Wyss, Darren
<dwyss@westlinnoregon.gov> wrote:

Susan,
It was a pleasure to meet you last night. Thanks for attending the Planning Commission meeting and letting the City know of your interest in potentially rezoning your property to Mixed-Use as part of the 8th Avenue zoning change proposal that will be going to City Council for adoption on March 11, 2019. As you know, the Planning Commission recommended including your property (1734 8th Ave) as well as your neighbors at 1746 8th Ave., if both of you agree to the change. I have attached the existing and proposed zoning map so you can see what changes are proposed.

Rose, I was given your email address by your neighbors. The Planning Commission did not want to recommend this zone change on your property without your support, hence this email since you were not at the meeting last night.

I would be more than happy to meet with all of you if you have any questions/concerns about a zone change on your property. Otherwise, please send me an email outlining either your support or for a change to Mixed-Use for your properties, or your preference to remain zoned R-10: Single-Family Residential.

Feel free to give me a call if you have questions. Thanks and I look forward to hearing from you.

Darren Wyss

Associate Planner

Planning

22500 Salamo Rd.

West Linn, Oregon 97068

dwyss@westlinnoregon.gov

westlinnoregon.gov

503-742-6064

[<image001.jpg>](#)

[Click to Connect!](#)

Please consider the impact on the environment before printing a paper copy of this email.
This e-mail is subject to the State Retention Schedule and may be made available to the public

Zoe Lynn Powers
zpowers@radlerwhite.com
971-634-0215

March 8, 2019

VIA EMAIL AND CERTIFIED MAIL

City Council of West Linn
C/o John Boyd, Planning Manager
City of West Linn
22500 Salamo Road, #1000
West Linn, OR 97068
Jboyd@westlinnoregon.gov

City Attorney
Timothy V. Ramis
Jordan Ramis PC
2 Centerpointe Dr #600
Lake Oswego, OR. 97035
tim.ramis@jordanramis.com

RE: Withdrawal of Appeal of Planning Commission's Code Interpretation (MISC-18-07)

Mayor Axelrod and City Councilors,

This letter is submitted as a notice of withdrawal of our appeal of the City of West Linn Planning Commission's Final Decision and Order in the Matter of a Request to Interpret the Community Development Code for MISC-18-07 (the "**Decision**") related to the approximately 11.41-acre site located at the northwest corner of Tannler Drive and Blankenship Road made pursuant to Community Development Code ("**CDC**") section 99.160(C)(1) and 99.170(G)(1), as appropriate.

We understand that we will forfeit the appeal fee of \$400.00 that was previously paid, that the Decision will become final, but that no appeal to the Land Use Board of Appeals will be available to us because we have not exhausted administrative remedies.

We appreciate your time and attention to this matter.

Best regards,



Zoe Lynn Powers

cc via email: Jeff Parker (jeff@blackhawkd.com)
Christe Carlson White (cwhite@radlerwhite.com)



CITY OF
**West
Linn**

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Agenda Bill 2019-03-11-03

Date: February 19, 2019

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

From: Ken Worcester *KW*

Through: Eileen Stein, City Manager *ES*

Subject: A Resolution in Support of a Xerces Society Bee City USA® Designation

Purpose

To approve a resolution designating West Linn as a Bee City USA® Affiliate.

Question(s) for Council:

Shall the City move forward with this designation?

Public Hearing Required:

None required.

Background & Discussion:

Bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change.

The City's Parks and Recreation Department, the West Linn Wilsonville School District, the Xerces Society and numerous volunteers have been working throughout the City to develop pollinator gardens in various parks and school properties.

A Bee City designation is an important tool to help educate and inform our citizens of the value of creating similar pollinator habitat and reducing the use of harmful pesticides around their own yards.

Staff has submitted the application and the Parks and Recreation Advisory Board has voted favorably to serve as the facilitating committee for this program.

Budget Impact:

The expense of these types of gardens can typically be offset by the reduction of other types of maintenance activities in these areas such as regular mowing,

Sustainability Impact:

Pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers.

Council Options:

Options in before the City Council are to either Adopt Resolution 2019-03 and become the eighth city in Oregon and the eightieth city in the country to do so, or not adopt the Resolution and abandon the program.

Staff Recommendation:

Staff recommends the adoption of Resolution 2019-03.

Potential Motion:

“I move to adopt Resolution 2019-03 designation West Linn, Oregon as a Bee City USA®.”

Attachments:

1. Resolution 2019-03.

RESOLUTION 2019-03

A RESOLUTION DESIGNATING WEST LINN, OREGON AS A BEE CITY USA® AFFILIATE

WHEREAS, the mission of BEE CITY USA® is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat:

- Provides diverse and abundant nectar and pollen from plants blooming in succession throughout the growing season;
- Provides undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering for wild pollinators;
- Provides water for drinking, nest-building, and butterfly puddling;
- Is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat;
- Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees, since many wild pollinators prefer or depend on the native plants with which they co-adapted;
- Provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, West Linn should be certified a BEE CITY USA® community because:

- The West Linn community has a genuine interest and passion for involvement in developing pollinator gardens in various parks and school grounds all over the City.
- Hundreds of volunteer hours have gone into the planting and maintenance of these gardens.
- A Bee City designation is an important tool to help educate and inform our citizens of the value of creating similar pollinator habitat and reducing the use of harmful pesticides around their own yards.

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, The City of West Linn resolves to support and encourage healthy pollinator habitat creation and enhancement as follows:

SECTION 1. The West Linn Parks and Recreation Department is hereby designated as the BEE CITY USA® sponsor.

SECTION 2. The Director of Parks and Recreation is designated as the BEE CITY USA® Liaison.

SECTION 3. Facilitation of the West Linn BEE CITY USA® program is assigned to the West Linn Parks and Recreation Advisory Board.

SECTION 4. The Parks and Recreation Advisory Board Committee is authorized to and shall:

- a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase West Linn’s commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
- b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA® street sign in a prominent location, and create and maintain a webpage on the West Linn website which includes, at minimum:
 - a copy of this resolution and links to the national BEE CITY USA® website;
 - contact information for your BEE CITY USA® Liaison and Committee;
 - reports of the pollinator-friendly activities the community has accomplished the previous year(s); and
 - a recommended native plant species list and integrated pest management plan (explained below).
- c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, the following actions:
 - Identify and inventory West Linn real property that can be enhanced with pollinator-friendly plantings.

- Create a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species.
 - Track (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
- d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
- e. **Policy:** Establish, through the West Linn, a policy in the Parks, Recreation and Open Space Master Plan, a plan of the West Linn Comprehensive Plan to acknowledge and commit to the BEE CITY USA® designation.
- f. **Plan Review:** Review the Parks, Recreation and Open Space Plan and other relevant documents to: consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
- g. **Renewal:** After completing the first calendar year as a BEE CITY USA® affiliate, each February, apply for renewal of the West Linn’s BEE CITY USA® designation following the format provided by BEE CITY USA®, including a report of the previous years BEE CITY USA® activities, and paying the renewal fee based on West Linn’s population.

This resolution was PASSED and ADOPTED this 19th day of February, 2019, and takes effect upon passage.

RUSSELL B. AXELROD, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF
**West
Linn**

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Agenda Bill 2019-03-11-04

Date: March 11, 2019

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

From: Shane Boyle, Information Services Director

Through: Department Director *SMB*
Eileen Stein, City Manager *ES*

Subject: Microsoft Enterprise Agreement Software Renewal

Purpose

To support the continued use of Microsoft Enterprise licensing model in the execution of city services.

Question(s) for Council:

Should the City continue the use of Microsoft software products through the through the renewal of the Microsoft Enterprise License Agreement?

Public Hearing Required:

None required.

Background & Discussion:

The City of West Linn adopted the use of the Microsoft Enterprise licensing model in Fiscal Year 2013. The adoption of this licensing model enabled the Information Services department to deploy the latest Microsoft software to the organization on a consistent cost effective basis. The Enterprise licensing model includes several features and benefits not available in other Microsoft licensing models. Information Services has leveraged those features and benefits to aid in the reduction of Information Services labor required to deliver stable, predictable and ahead of the curve technology services to city staff and elected officials.

Renewal of the Microsoft Enterprise licensing during the 2016 to 2019 contract period did not include the licensing for the network servers. The renewal for the 2019 to 2022 period will include the licensing for all deploy city servers. Inclusion of the server licensing explains why the previous renewal period has a lower per year expense.

The Microsoft Enterprise licensing model is designed to allow for the purchase of new licensing in bulk and then allow for the payment of the software to be amortized over a three year agreement. At the next renewal in 2022 all of the city's Microsoft software will be under maintenance and the annual renewal payment will be reduced as no new Microsoft software is planned for purchase post 2022.

Shifting away from Microsoft software and/or switching the Microsoft licensing model away from the Enterprise model would require substantial Information Services labor over multiple fiscal years. City staff and elected officials would be required to undergo training on alternative software services to support the move away from Microsoft software and/or enterprise licensing.

This is an interstate cooperative procurement with SHI international Corp through the NASPO ValuePoint cooperative procurement program. ORS 279A.220 and City Local Contract Review Board Rule 10.085 authorize purchase of goods and services off of contracts entered into by other governmental entities. This is an exception to each entity having to do a separate cooperative procurement. The State of Oregon also purchases goods and services through NASPO.

Budget Impact:

Continuation with the Microsoft Enterprise licensing model requires a three year contract commitment. The Information Services budget is prepared for this agreement renewal in its future budgets. Total contract value over 3 years is \$120,861 with individual annual payments of \$40,287.

Sustainability Impact:

The movement away from Microsoft software and/or the Microsoft Enterprise licensing model will limit or prevent Information Services from continuing with its power management strategies which save electricity outside of normal business hours.

Council Options:

1. Approve the renewal of the Microsoft Enterprise software agreement - \$120,861
2. Repurchase the required Microsoft Software to operate the City of West Linn under a different licensing cost model. Repurchase new vendor software to replace features lost in switching Microsoft licensing models - \$263,065
3. Start the planning and execution process of outsourcing city server infrastructure to a Hybrid cloud design with minimum software packages to run the city's desktop environment productivity suites (Microsoft Office). - \$1,245,262

Staff Recommendation:

Approve the renewal of the Microsoft Enterprise software agreement. Renewal of the Enterprise licensing enables the Information Services department to continue to deliver cost effective IT infrastructure. It allows for Information Services to focus its strategy on continued organization process improvement and cost savings in all departments.

Potential Motion:

Approve the renewal of the Microsoft Enterprise software agreement.

Attachments:

1. MS EA_Cost Breakdown.docx
2. COWL EA renewal.pdf
3. 2016-2019_Contract.pdf
4. 2019-2022 Contract.pdf



CITY OF West Linn

Software Infrastructure Summary:

Microsoft offers two full service categories of licensing across its sales and distribution network. These two categories offer different feature availability all commensurate with established price models. The City of West Linn primarily operates its infrastructure on Microsoft software.

Moving completely away from Microsoft Software is not possible because most of the department level line of business applications run on Microsoft server platforms. The option of going 100% cloud on the server infrastructure would be the least disruptive option and is costed as an alternative to purchasing Enterprise or Retail licensing.

Service Options Financial Summary:

The direct costs summarized are established known prices for the different products in use. Indirect costs are estimates assuming blended labor rates and conservative implementation planning. The cost summary includes consideration over the 3 year time period to ensure an accurate comparison between licensing models.

Microsoft Enterprise Licensing: **STAFF RECOMMENDATION**

Type	Licensing Feature	3 Year Cost
Direct	Microsoft Software – See Renewal Cost Quote	\$120,861
Indirect	Benefit – 9 Days of Microsoft IT Professional Training	Included
Indirect	Benefit – 4 Days of Microsoft Software Installation Support	Included
Indirect	Benefit – 2 Emergency Critical Support Incidence	Included
Indirect	Benefit – 180 Licenses of Microsoft Office End User Training	Included
	Total	\$120,861

Microsoft Retail Licensing:

Type	Licensing Feature	3 Year Cost
Direct	Microsoft Software – Repurchasing New Software Year 1	\$75,105
Direct	Microsoft Software – Repurchasing New Software Year 2	\$89,073
Direct	Microsoft Software – Repurchasing New Software Year 3	\$71,432
Indirect	Labor – Deploy New Managed Anti-Virus Suite	\$2,300
Indirect	Labor – Deploy New Police Laptop Drive Encryption	\$4,090
Indirect	Labor – Deploy New VPN Client Solution	\$6,646
Indirect	Labor – Rebuild all city staff desktops on Win 10 Pro	\$12,182
Indirect	Labor – Retrain City Staff on new Client VPN Software	\$2,233
	Total	\$263,065



CITY OF West Linn

Hybrid Cloud Licensing Model

Type	Licensing Feature	3 Year Cost
Direct	Hosted Cloud Server Infrastructure – 40 Servers	\$882,736
Direct	Microsoft Software – Repurchasing New Client Software	\$113,346
Indirect	Labor - Network Redesign & Migration of Infrastructure	\$204,520
Indirect	Labor – Staff Training on Infrastructure & Application Use	\$44,660
Total		\$1,245,262

Costing Data Summary:

The Microsoft Enterprise software model includes several features that are not available in the Microsoft Retail model. These features have been leveraged in the West Linn environment successfully to reduce the expense of purchasing other third party software. In the Microsoft Retail costing model you will see those missing features as additional costs the city will need to incur to continue those features.

Microsoft Enterprise is based upon the “software maintenance” model. Once we purchase software through the Enterprise agreement we pay a fraction of the original purchase price each year. This maintenance model means that we can install the latest version of the software we own at any time without having to re-purchase new versions.

Microsoft Retail model requires us to re-purchase software at full cost each time we want to deploy the latest software. This model is NOT based on a three year agreement and is considered pay as you go.

The hybrid Cloud model is based upon Amazon Web Services Government Cloud server hosting. In this costing model all server based software is included with the cost of the hosted servers. This model would take existing deployed infrastructure and relocate it. This analysis assumes no loss of features for city staff members. Microsoft software will be required to run on our staff client desktops and the pricing for the pay as you go Retail model was used.

In conclusion, the most cost effective model is to continue with the Microsoft Enterprise licensing model.



Pricing Proposal
 Quotation #: 16719890
 Created On: 2/22/2019
 Valid Until: 2/28/2019

City of West Linn

Inside Account Executive

Shane Boyle

OR
 United States
 Phone: 503-722-5506
 Fax:
 Email: SBOYLE@westlinnoregon.gov

Nicole DePaola

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 800-477-6479
 Fax: 732-564-8224
 Email: nicole_depaola@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Core CAL - Software assurance - 1 user CAL - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: W06-00446 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	180	\$47.52	\$8,553.60
2 Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages Microsoft - Part#: 269-12442 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	180	\$95.04	\$17,107.20
3 Microsoft Exchange Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 312-02257 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	1	\$126.51	\$126.51
4 Microsoft Project - License & software assurance - 1 user - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 076-01776 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	1	\$251.25	\$251.25
5 Microsoft Project - Software assurance - 1 user - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 076-01912 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	3	\$117.00	\$351.00
6 Skype for Business Server - Software assurance - 1 server - Enterprise - Win - All Languages Microsoft - Part#: 5HU-00216	1	\$652.50	\$652.50

Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Subcontract #: 6454

7	Microsoft SQL Server - Software assurance - 1 user CAL - Enterprise, Select, Select Plus - additional product - All Languages Microsoft - Part#: 359-00961 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	45	\$34.15	\$1,536.75
8	Microsoft SQL Server Standard Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - additional product - Win - All Languages Microsoft - Part#: 228-04433 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	1	\$146.81	\$146.81
9	Microsoft System Center Data Protection Manager Client ML - Software assurance - 1 operating system environment (OSE) - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: TSC-00381 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	4	\$3.04	\$12.16
10	Microsoft System Center Operations Manager Client Operations Management License - Software assurance - 1 operating system environment (OSE) - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 9TX-00629 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	4	\$3.04	\$12.16
11	Microsoft System Center Orchestrator Server - Software assurance - 1 operating system environment (OSE) - academic - Select Plus - Win - All Languages Microsoft - Part#: 3ZK-00195 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	4	\$3.04	\$12.16
12	Microsoft System Center Service Manager Client Management License - Software assurance - 1 operating system environment (OSE) - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 3ND-00527 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	4	\$3.04	\$12.16
13	Microsoft System Center Datacenter Edition - Software assurance - 16 cores - volume - Win - All Languages Microsoft - Part#: 9EP-00203 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	1	\$393.28	\$393.28
14	Microsoft Visio Professional - License & software assurance - 1 PC - academic - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: D87-01057 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	1	\$215.27	\$215.27

15	Microsoft Visio Professional - Software assurance - 1 user - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: D87-01159 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	3	\$100.14	\$300.42
16	Windows Enterprise - Software assurance - 1 license - Enterprise - All Languages Microsoft - Part#: KV3-00353 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	180	\$42.17	\$7,590.60
17	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	8	\$125.91	\$1,007.28
18	Microsoft Windows Server Standard Edition - Software assurance - 16 cores - Select Plus - All Languages Microsoft - Part#: 9EM-00267 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	12	\$139.27	\$1,671.24
19	Microsoft Office 365 (Plan E3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - add-on to user Core CAL with Office Pro Plus - All Languages Microsoft - Part#: AAA-11889 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 6454	5	\$66.96	\$334.80

*Tax	\$0.00
Total	\$40,287.15

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Pricing and purchase per PA 6454.

If you have questions about this quote, you can reach me directly at 503-510-4813.

You can purchase this quote by emailing your purchase order to the team at TeamOregon@shi.com.

Remit-Only Address: SHI, PO Box 952121, Dallas, TX 75395-2121
Tax ID: 22-3009648

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	5601539		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) Late true-up order.** If the true-up order or update statement is not received when due:
- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
 - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* The City of West Linn

Contact name* First Shane **Last** Boyle

Contact email address* Sboyle@westlinnoregon.gov

Street address* 22500 Salamo Road

City* West Linn

State/Province* OR
Postal code* 97068-8300
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 503-657-0331
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State/Province* TX
Postal code* 78682
Country* USA
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Sub 250 Program Amendment ID W29

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance addition.”

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
 Microsoft to complete for initial term.
 Reseller or Software Advisor to
 complete for renewal or with prior
 qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise	180	180	Yes	User
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Enterprise Cloud Suite (ECS)		
Enterprise Cloud Suite USL		
Enterprise Cloud Suite Add-on		
Office Professional Plus		
Office Professional Plus	180	
Office 365 ProPlus		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without ProPlus Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	Core CAL	<Choose One>
Core CAL or Enterprise CAL	180	
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		
Windows Desktop		
Windows Enterprise Upgrade	180	
Windows VDA		
Windows SA per User USL		
Windows SA per User Add-on		
Windows VDA per User USL		
Microsoft Intune		
Microsoft Intune USL		
Enterprise Mobility Suite (EMS)		
Enterprise Mobility Suite USL		
Enterprise Mobility Suite Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALs OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Enterprise Cloud Suite USL	Client Access License + Microsoft Intune + EMS USL + Enterprise Cloud Suite USL	Windows Enterprise Upgrade + Windows VDA + Windows SA per User USL + Windows VDA per User USL + Enterprise Cloud Suite USL
Quantity	180	180	180	180

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	D

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.

Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number	01E73877	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-12780
Amendment	W29 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* The City of West Linn
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID 93-6002277

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

Framework ID
(if applicable)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate’s Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Online Services Supplemental Terms and Conditions

MBSA/MBA/Agreement/Enrollment
number

Must be attached to a signature form to be valid.

If Customer <Choose One> (the "Master Agreement") and either Customer or its Enrolled Affiliate desires to order Online Services, these Online Services Supplemental Terms and Conditions ("Supplemental Terms") update the terms of the <Choose One> ("Agreement").

1. **Definitions.**

Capitalized terms used, but not defined herein, shall have the meanings given them in the Master Agreement and/or Agreement. The following definitions replace or supplement the definitions in the Agreement, as appropriate:

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates through use of the Online Services.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product List.

"Product" means all products identified on the Product List, such as all software, Online Services and other web-based services, including pre-release or beta versions.

"Professional Services" means all support, consulting and other services or advice, including any resulting deliverables provided to Customer by Microsoft. Professional Services do not include Online Services.

"Service Level Agreement" means the document specifying the minimum service level for the Online Services. The Service Level Agreement is available at <http://www.microsoft.com/licensing/contracts> or a successor site.

"Supplemental Agreement" means any agreement that incorporates the Microsoft Business and Services Agreement or Microsoft Business Agreement signed by Customer and Microsoft.

2. **Applicability of Supplemental Terms.**

These Supplemental Terms apply only to Customer's purchase and use of Online Services and Professional Services. Products other than Online Services remain subject to the terms of the Master Agreement, the Agreement, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Master Agreement or Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

3. **Limited warranty for Online Services.**

Microsoft warrants that each Online Service will perform in accordance with the applicable Service Level Agreement during Customer's use. Customer's remedies for breach of this warranty are in the Service Level Agreement. These are Customer's sole remedies for breach of the limited warranty.

The warranty in this section does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement, including failure to meet minimum system requirements. The limited warranty does not apply to free, trial, pre-release, or beta products, or to components of Products that Customer is permitted to redistribute.

Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Any warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.

4. Privacy and Compliance with Laws.

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of the Agreement, any Online Services subscription or enrollment and any Statement of Services or Supplemental Agreement, including these Supplemental Terms. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.
- b. Personal information collected under the Agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

5. Non-Microsoft software or technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the Agreement or these Supplemental Terms.

6. Customer's agreement to protect.

Customer will defend Microsoft against any claims made by an unaffiliated third party:

- a. that any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- b. that arises from use of an Online Service in violation of applicable laws and regulations; a violation of the rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

Customer must pay the amount of any adverse final judgment or settlement to which Customer consents resulting from a claim covered by this section 6. Microsoft must notify Customer promptly in writing of a claim subject to this section, give Customer sole control over the defense or settlement; and provide reasonable assistance in defending the claim. Customer will reimburse Microsoft for reasonable out of pocket expenses that Microsoft incurs in providing assistance. This section provides Microsoft's exclusive remedy for these claims.

7. Limitation on liability.

- a. The total liability of each party for all claims arising under each Supplemental Agreement is limited to direct damages up to the following amounts: (1) for Professional Services, the amount Customer was required to pay for the Professional Services under the applicable Statement of Services, and (2) for Online Services, the amount Customer paid for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Supplemental Agreement. In the case of Online Services or Services provided free of charge, previews, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **EXCLUSION OF CERTAIN DAMAGES. In no event will either party be liable for indirect, consequential, special, punitive or incidental damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.**

- c. **EXCEPTIONS.** The limits and exclusions in this Section 7 do not apply to (1) Microsoft's obligations under the section of the Master Agreement titled "Defense of infringement, misappropriation, and third party claims" or Customer's obligations under the section of these Supplemental Terms titled "Customer's agreement to protect", (2) either party's liability for violation of its confidentiality obligations (except obligations related to Customer Data, which remain subject to the limitations and exclusions above) or (3) either party's violation of the other party's intellectual property rights.

8. Subcontractors.

Microsoft may use contractors to support Online Services and perform Professional Services. Microsoft will be responsible for their performance subject to the terms of this Supplemental Agreement.



Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, “entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

- This form applies to:
- MBSA
 - Agreement
 - Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.



Change of Channel Partner Effective Date

This form constitutes written notice to Microsoft that Customer (as defined in the Agreement(s) or Enrollment(s) referenced below) is changing its Channel Partner. Microsoft will update its records and systems with the information Customer is providing on this form. The effective date of the change is and shall be applicable to the following:

Agreement/Enrollment/Public Customer Number(s)	

Customer acknowledgment:

Customer Name

Authorized Representative

Printed Title

Signature Date:

Customer Signature

Newly-appointed Channel Partner acknowledgment:

Channel Partner Name SHI International Corp.

Authorized Representative Nicole Bonante

Printed Title Contracts Specialist

Signature Date:

Newly-appointed Channel Partner Signature

Previous Channel Partner acknowledgment

Channel Partner Name

Authorized Representative

Printed Title

Signature Date:

Previous Channel Partner Signature

Agenda Bill 2019-03-11-05

Date: February 26, 2019

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

From: Ken Worcester, Parks and Recreation Director *KW*

Through: Eileen Stein, City Manager *ES*

Subject: Contract Award for the West Linn Library Re-roofing Project

Purpose

Staff requests Council approval of a contract award for the West Linn Library Re-roofing Project.

Question(s) for Council:

Shall the City move forward with this GO Bond-funded project?

Public Hearing Required:

None required.

Background & Discussion:

The roof over the portion of the Library known as the expansion, has served out its useful life. As such, we have been making temporary repairs for the last couple of years as we awaited funding for this project. This project was slated for funding through the 2018 GO Bond which fortunately was approved by the voters.

Our goal is to provide as much flexibility into the schedule as possible as an effort to keep costs down, but we would like the project to be wrapped up by June 30, or this year.

Budget Impact:

\$233,332 to the GO Bond Fund for the re-roofing. Other associated building improvements to support the re-roofing bring the total cost of the project to \$325,000. The Council had approved an allocation of \$400,000 in bond funds for this project.

Sustainability Impact:

This project reduces the excess waste of ceiling tiles as a result of the existing and future roof leaks.

Council Options:

The only real options available are to award the contract or to not award the contract.

Staff Recommendation:

Based on this favorable bid response, staff recommends proceeding with this project.

Potential Motion:

“Acting as the Local Contract Review Board, I move to authorize the City Manager to enter into a contract with Carlson Roofing Inc. of Hillsboro, Oregon, for the West Linn Library Re-roofing Project”.

Attachments:

1. Bid Results Form
2. Contract
3. Link to Bid Page: <https://bids.westlinnoregon.gov/rfp/2019-re-roofing-project-west-linn-library>

BID RESULTS							
Owner:	City of West Linn						
Project Name:	West Linn Library Re- roofing Project						
Project No.							
Bid Opening Date:	02/21/19						
Bid Opening Time:	2:00pm						
<i>Proposed Budget</i>							
Name of Bidder	Pre-did meeting	Bid Bond	Addenda Acknowledged	Prevailing Wage Statement	Subcontractor List	Add Bid Price per Square	Project Total
Carlson Roofing Company Inc.	Yes	Yes	Yes	Yes	Yes	\$275.00	\$233,332.00
Griffith Roofing Co.	Yes	Yes	Yes	Yes	Yes	\$200.00	\$275,032.00
McDonald& Wetle	Yes	Yes	Yes	Yes	Yes	\$330.00	\$324,990.00
Snyder Roofing of Oregon LLC.	Yes	Yes	Yes	Yes	Yes	\$315.00	\$294,221.00

**CITY OF WEST LINN
2019 RE-ROOFING PROJECT at the
WEST LINN PUBLIC LIBRARY**

**SECTION 00300
BID FORM**

CONTRACTOR: Carlson Roofing Company, Inc.

DATE: February 21st, 2019

TO: CITY OF WEST LINN

**ATTENTION: KEN WORCESTER, PARKS AND RECREATION DIRECTOR
22500 Salamo Road
West Linn, Oregon 97068**

Having carefully examined the Request for Bids, Instructions to Bidders, Owner-Contractor Agreement, the Conditions of Contract, Specifications and Drawings for **City of West Linn, 2019 Reroofing Project at the West Linn Public Library**, prepared by Schaber Roof Consultants, Inc., and having viewed the site of construction and all conditions affecting the work, the undersigned proposes to furnish all labor and materials and perform all work required by the contract documents for this base bid as stipulated below:

BASE BID (Includes removal and replacement of 15 squares of 2" thick ISO insulation that is wet or otherwise damaged)

Two Hundred Thirty Three Thousand Three Hundred Thirty Two Dollars

\$ 233,332.00

ADD BID: Unit cost for materials and labor for replacement of additional 2" thick ISO insulation that is wet or otherwise damaged.

Two Hundred Seventy Five Dollars

\$ 275.00 /square

City of West Linn reserves the right to award work based on the best interests of West Linn Public Library.

**CITY OF WEST LINN
 2019 RE-ROOFING PROJECT at the
 WEST LINN PUBLIC LIBRARY
 UNIT PRICES**

**SECTION 00300
 BID FORM**

Price per unit for replacement of damaged materials.

5/8" Plywood replacement	\$ <u>125.00</u>	/sheet
Hourly Rates:		
Roofers	\$ <u>85.00</u>	/hr
Electricians	\$ <u>95.00</u>	/hr
Sheet metal	\$ <u>95.00</u>	/hr
Carpenters	\$ <u>90.00</u>	/hr
Plumbing	\$ <u>95.00</u>	/hr

In response to **West Linn Public Library** interests, the undersigned agrees that, if awarded the Contract, and after execution thereof, he/she will commence the work within fourteen (14) calendar days after the stipulated initiation date, weather permitting.

Should this proposal be accepted by **City of West Linn**, the Contractor will enter into a contract with **City of West Linn** a Performance Bond and Labor and Material Payment Bonds covering the faithful performance of the contract and payment of all obligations arising there under. **Public works bond must be on file with the State.**

The undersigned hereby acknowledges receipt of the following Addenda to the bidding documents, all the provisions and requirements of which have been taken into consideration in the preparation of this proposal:

(* Check appropriate Addenda number and insert date)

ADDENDA #1 - DATE: 02/06/19

ADDENDA #2 - DATE: 02/15/19

The undersigned certifies that he/she is a qualified bidder, fully capable of executing all provisions of the project's Client/Contractor Agreement and obligations that arise thereunder. The undersigned further certifies that, if awarded the contract, he/she will execute the work in strict accordance to the statutory provisions of Chapter 279 of the Oregon Revised Statutes pertaining to public contracts and the provisions of the Davis-Bacon Wage Act pertaining to the payment of wages in the State of Oregon which meet the prevailing wage rates, effective **January 1, 2019.**

CITY OF WEST LINN
2019 RE-ROOFING PROJECT at the
WEST LINN PUBLIC LIBRARY
RESPECTFULLY SUBMITTED BY:

SECTION 00300
BID FORM

Legal Name of Bidder: Carlson Roofing Compay, Inc.

Street Address: 550 SW Maple Street

City Hillsboro State OR Zip 97123 Phone 503-846-1575

TYPE OF BIDDING ENTITY (Check One)

- Corporation
- Partnership
- Sole Proprietor

Name of Contracting Officer: Richard Schleis

Title of Contracting Officer: Senior Project Manager/ Estimator

Federal Identification Number: 20-0950708

Signature of Contracting Officer: *Richard Schleis*

RESIDENT/NONRESIDENT BIDDER STATUS

ORS 279A.120 requires that the City of West Linn, in determining the lowest responsive, responsible bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides. Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in the state of Oregon, and has stated in its bid that it is a resident bidder. A nonresident bidder is a bidder that is not a resident bidder.

The undersigned bidder states that it is: (check one)

1. A resident bidder _____
2. A nonresident bidder _____

Indicate state in which bidder resides: Oregon

CONTRACTORS BOARD LICENSING

ORS 279C.365 requires that all contractors must be licensed by the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states that at the time of bid the bidder holds an active license issued by the Oregon Construction Contractors Board.

Name of Bidder Carlson roofing Company, Inc.

Bidder's License Number CCB#159686

By Richard Schleis

Title Senior Project Manager/ Estimator

Date 02-21-2019

FIRST-TIER SUBCONTRACTOR
DISCLOSURE FORM

PROJECT NAME: CITY OF WEST LINN
2012 RE-ROOFING PROJECTS at
WEST LINN PUBLIC LIBRARY

BID CLOSING: February 13, 2019 at 2:00 P.M., Pacific Standard Time ("PST")

DISCLOSURE DEADLINE: February 13, 2019 at 4:00 P.M., PST

This form must be submitted at the location specified in the Advertisement for Bids on the advertised bid closing date and within two working hours after the advertised bid closing time. List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) <u>Rev Construction</u>	\$ <u>33,523.00</u>	<u>Sheet Metal</u>
2) <u>Rayborn Plumbing</u>	\$ <u>18,200.00</u>	<u>Plumbing/HVAC</u>
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): Carlson Roofing Company, Inc.

Contact name: Richard Schleis

Phone no.: 503-846-1575

By Richard Schleis

Title Senior Project Manager/ Estimator

Date 02-21-2019

**PUBLIC IMPROVEMENT CONTRACT
WITH THE CITY OF WEST LINN
FOR 2019 RE-ROOFING PROJECT AT THE WEST LINN LIBRARY**

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: Carlson Roofing Company Inc.
PO Box 1695
Hillsboro, Oregon 97123
Term: March 5, 2019 – June 30, 2019
Compensation: Not to exceed \$233,332.00 Base Bid

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Services/Project

Contractor's services under this Contract shall consist of the following:

Re-roofing as detailed in Section 07500, General Sheet Metal work as detailed in Section 07600 and Plumbing detailed in Section 15400 in the attached Bid, Contract and Project Specifications.

2. Effective Date and Duration

This Contract shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or **June 30, 2019**, whichever comes first. All work under this Contract shall be completed prior to the expiration of this Contract.

3. Prevailing Wage

3.1 If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The prevailing wage rates in effect when this project was first advertised are hereby expressly incorporated by reference. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

- 3.2** The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
- 3.3** Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.

4. Contract Documents

The Contractor is hereby bound to comply with all requirements of this Contract, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of West Linn, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

5. City's Representative

For purposes hereof, the City's authorized representative will be **Ken Worcester, Parks and Recreation Director, 22500 Salamo Rd., West Linn, Oregon 97068, 503-742-6050.**

6. Contractor's Representative

For purpose hereof, the Contractor's authorized representative will be **Richard Schleis, Senior Project Manager/Estimator, PO Box 1695, Hillsboro, Oregon, 503-846-1575.**

7. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

8. Compensation

8.1 Payments: City agrees to pay Contractor **Two Hundred Thirty-Three Thousand Three Hundred Thirty-Two and No/100 Dollars (\$233,332.00)** for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to the Finance Department, 22500 Salamo Road, West Linn, OR 97068, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420.

- 8.2 Bonds:** Contractor shall provide (1) a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and complaint with ORS 279C.380 and (2) a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600 and complaint with ORS 279C.380.

In accordance with ORS 279C.560, unless City finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, City will approve the Contractor's written request to deposit bonds, securities or other instruments with the City or in a custodial account or other account satisfactory to City with an approved bank or trust company, to be held instead of cash retainage for the benefit of City. In such event, City will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to City and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as City may require to protect its interests. When City determines that all requirements for the protection of City's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If City accepts a surety bond from Contractor in lieu of retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

- 8.3 Timing of Payments and Liquidated Damages:** Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date.

The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is \$150.00 per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

City shall make progress payments on the Contract monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by City. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. City shall pay to Contractor interest on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by City, whichever is the earlier date. The rate of interest charged to City on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Contractor or 15 days after the payment is approved by City, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. City shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Contract. City will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, City shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by City, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to City or pay document provided by City to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City and Contractor.

As work progresses, City may (but is not required) reduce the amount of the retainage and City may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the work under the Contract is completed if, in City's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, City may, at the City's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the work remaining to be done. Upon receipt of a written application by Contractor, the City shall respond in writing within a reasonable time. The retainage held by City shall be included in and paid

to Contractor as part of the final payment of the contract price. City shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify City in writing when the contractor considers the work complete and City shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Contract. If City does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

8.4 Final Payment: The Contractor shall notify the City in writing when the Contractor considers the Project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the Project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

9. Status of Contractor as Independent Contractor

Contractor certifies that:

9.1 Contractor acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 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 Contract, 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.

- 9.2** 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 Contract, except as specifically declared in writing.
- 9.3** If this payment is to be charged against Federal funds, Contractor certifies that he or 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.
- 9.4** 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.
- 9.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Contract.
- 9.6** Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

10. Subcontracts – Assignment, Delegation & Required Terms

- 10.1** Contractor shall submit a list of Subcontractors for approval by the City, and 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 herein shall be deemed to create any contractual relation between the Subcontractor and City.

This Contract and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

- 10.2** Contractor shall include in each subcontract for property or services the contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:

- 10.2.1** A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under the Contract;

- 10.2.2** A clause that requires Contractor to provide subcontractor with a standard form

that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;

10.2.3 A clause that requires Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

10.2.4 An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from City, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under Section 10.2.1 of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from City or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).

10.3 Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection 10.2.4 of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

10.4 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

11. Contractor - Payment of Benefits - Hours of Work

11.1 The Contractor shall:

- 11.1.1** Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;
 - 11.1.2** Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract;
 - 11.1.3** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
 - 11.1.4** Not permit any lien or claim to be filed or prosecuted against the City of West Linn on account of any labor or material furnished; and
 - 11.1.5** Promptly pay all sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the Contract.
- 11.2** If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, the Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries. These statements shall certify the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certify that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. Certifications submitted shall comply with applicable law.
- 11.2.1** The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.
 - 11.2.2** Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in OS 279C.845.
 - 11.2.3** City shall retain 25 percent of any amount earned by Contractor until the certified statements as required by this section have been filed. City shall pay Contractor the amount retained under this subsection within 14 days after Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. City is not required to verify the truth of the contents of certified statements filed by Contractor.

- 11.3** The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of West Linn may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.
- 11.4** If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from City, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- 11.5** If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 11.6** Contractor shall give notice in writing to employees who work on work covered by the Contract, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 11.7** Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.

No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

- 11.8** Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126.

12. Drug Testing Program

ORS 279C.505 requires that all public improvement contracts contain a provision requiring

contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

13. Contractor's Employee Medical Payments

Contractor agrees to pay promptly as due, 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 Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

14. Salvage, Composting or Mulching

If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15. Early Termination

15.1 This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

15.1.1 If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

15.1.2 If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

15.2 Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Contract. In no circumstance shall profit or overhead on unperformed work be due to Contractor.

15.3 Termination under any provision of this Section 15 shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

16. Termination with Cause

16.1 City may terminate this Contract 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:

16.1.1 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 Contract may be modified to accommodate a reduction in funds,

- 16.1.2** 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 Contract,
 - 16.1.3** 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 Contract is for any reason denied, revoked, or not renewed, or
 - 16.1.4** 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.
 - 16.1.5** If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.
 - 16.1.6** Any such termination of this Contract under subsection 16.1 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 16.2** City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Contract:
- 16.2.1** If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof, or
 - 16.2.2** If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract 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.
 - 16.2.3** 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 Contract.
 - 16.2.4** If City terminates this Contract under subsection 16.2, 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 Contract 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. No payment shall be due to Contractor

until City's damages are fully complete and calculated. If the amount of damage owed to the City is more than the amount owed to Contractor, Contractor shall tender the balance owed to City upon demand.

16.2.5 Any wrongful exercise of a termination for cause shall be converted to a termination without cause and Contractor's remedy shall be as limited therein

17. Access to Records

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

18. Work is Property of City

All work performed by Contractor under this Contract shall be the property of the City.

19. Adherence to Law

19.1 Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C.580 and 279C.800 - 279C.870.

19.2 To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.

19.3 As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

19.4 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

19.5 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this

Contract.

19.6 Any other condition or clause required by law to be in this Contract shall be considered included by this reference. In the event of conflict, these required conditions and clauses control over any contrary or different conditions or terms of this Contract

20. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for and adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

21. Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes 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 Contract.

22. Nonwaiver

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

23. Warranties

All work shall be guaranteed by the Contractor for a period of 18 months after the date of final acceptance of the work by the City. 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 contract.

24. 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's fees and court costs including attorney's fees and court costs on appeal.

25. Governing Law

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Contract must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

26. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

27. Indemnification

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 and employees 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 liability arising out of the sole negligence of the City and its employees. 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.

28. 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 risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

28.1 Commercial General Liability Insurance: Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract,

Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Employer's Liability Insurance

\$ 2,000,000 Each Occurrence

\$ 2,000,000 Disease Each Employee

\$ 2,000,000 Disease – Policy

Commercial General Liability insurance

\$ 2,000,000 Each Occurrence Limit

\$ 3,000,000 General Aggregate

\$ 3,000,000 Products/Completed Operations Aggregate

\$ 3,000,000 Personal and Advertising Injury

\$ 2,000,000 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

\$ 2,000,000 Each Occurrence Combined Single Limit

\$ 3,000,000 Aggregate Bodily Injury & Property Damage

or

\$ 2,000,000 Each Person Bodily Injury

\$ 2,000,000 Each Occurrence Bodily Injury

\$ 2,000,000 Each Occurrence Property Damage

\$ 2,000,000 Each Occurrence Pollution Occurrence Sub-Limit

"All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include City, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the Project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

- 28.2** Additional Insured Provision: The City of West Linn, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.
- 28.3** Insurance Carrier Rating: Coverage 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.
- 28.4** 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 effective 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 **2019 Re-Roofing Project at the West Linn library**. The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary” in the description portion of certificate.
- 28.5** Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.
- 28.6** Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability policy.
- 28.7** Cancellation/Other: 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:

Ken Worcester
 City of West Linn
 22500 Salamo Road
 West Linn, OR 97068

Ph: 503-745-6050
 Fax: 503-742-8655
 Email: kworcester@westlinnoregon.gov

Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

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.

29. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

City of West Linn	Carlson Roofing Company Inc.
Attn: Finance Department	Attn: Richard Schleis
22500 Salamo Road West Linn, OR 97068	Address: PO Box 1695, Hillsboro, OR 97123
Phone: 503-657-0331	Phone: 503-846-1575
Fax: 503-650-9041	Fax:
Email: acctspayable@westlinnoregon.gov	Email: richard@carlsonroof.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. 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 whom notices, bills and payments are to be given by giving written notice pursuant to this section.

30. Hazardous Materials

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Contract. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property, or delivered to City pursuant to this Contract. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Contract.

31. Hazardous Waste

If, as a result of performance of this Contract, Contractor generates any hazardous waste, Contractor shall be responsible for disposal of any such hazardous waste in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous waste. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous waste generated pursuant to this Contract and any releases or discharges of hazardous materials.

32. Severability

In the event any provision or portion of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect and shall in no way be affected or invalidated thereby.

33. Complete Contract

This Contract and attached exhibits constitutes the entire Contract between the parties. No waiver, consent, modification, or change of terms of this Contract 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 herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Contract, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this Contract to be executed by its duly authorized undersigned officer and the Contractor has executed this Contract on the date herein above first written.

CONTRACTOR

CITY OF WEST LINN

Signature

Signature

Printed Name & Title

Eileen Stein, City Manager
Printed Name & Title

Date

Date

APPROVED AS TO FORM:

LEGAL

PERFORMANCE BOND

PARTIES:

Principal: _____

Surety: _____

City/Obligee: City of West Linn, Oregon, a municipal corporation

Principal, a lawfully authorized business in the State of Oregon, and Surety, a corporation duly authorized to conduct a general surety business in the State of Oregon, jointly and severally bind ourselves, our successors and assigns to the City, in the sum of _____ and ___ DOLLARS (\$_____), (The Construction Cost, Both in Words & Figures).

TERMS AND CONDITIONS

1. On the _____ day of _____ (Month), _____ (Year), Principal agrees that **[describe project here]** shall comply with Public Improvement Permit # _____ ("Permit"), issued by the City and incorporated by this reference. For full compliance with the permit conditions and any associated contract terms the public improvements must be completed according to all City approved plans, specifications and standards.
2. Principal agrees to complete the public improvements in accordance with the specifications and standards in the City of West Linn Public Works Construction Standards and to the satisfaction of the City Engineer.
3. Surety agrees that no change, extension of time, alteration, or addition to the terms of the Public Improvement Permit, associated contract, or the work to be performed, shall affect the obligations of this bond, and Surety waives notice of any change, extension of time, alteration, or addition to the terms of the Public Improvement Permit, associated contract, or the work to be performed.
4. In the event that Principal fails to complete the work as required under the Public Improvement Permit and associated contract, Surety shall either complete the work or pay City the costs of completion of the work. Work is only complete when it meets the standards required by the Permit and applicable City Code requirements. Surety's obligation shall remain in effect until the work is accepted by City and a maintenance bond or any other necessary bonds are executed. This bond shall terminate after: 1) written acceptance by the City and execution of the maintenance bond and other necessary bonds, or 2) upon acceptance by the City if no additional bonds are required. The total amount of the Surety's liability to City under this bond shall in no event exceed the amount stated above.

The parties have executed this Bond this ____ day of _____ (Month), _____ (Year).

PRINCIPAL:

SURETY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Street Address: _____

Street Address: _____

City, State, Zip: _____

City, State, Zip: _____

Phone: _____

Phone: _____

**City of West Linn, Oregon
Public Works Contract Payment Bond**

KNOW ALL MEN BY THESE PRESENTS, that we,

_____ *(Official Name & Form of Organization)*

Whose address is: _____ *(Street Address)*

_____ *(City)* _____ *(State)* _____ *(Zip)*
as Principal, and,

_____ *(Name of Surety)*

_____ *(Street Address of Surety)* _____ *(City)* _____ *(State)* _____ *(Zip)*

_____ *(Print - Agent / Contact Name)* _____ *(Phone Number)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of West Linn, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

_____ and ___/100 DOLLARS (\$ _____),
(The Contract Price, Both in Words & Figures)

lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the _____ day of _____, _____,

_____ *(Name of Contractor)*

Principal, entered into a contract with the City of West Linn, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials,

Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statutes, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this __ day of _____, 2019.

Contractor

Principal Signature

Witnesses:

Principal Printed Name

Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:

Surety Attorney of Fact

Resident Agent

DRAWINGS

Mollusky, Kathy

From: Worcester, Ken
Sent: Friday, March 08, 2019 10:54 AM
To: Sakelik, Richard; Stein, Eileen
Cc: City Council; Williams, John
Subject: RE: Library re-roof agenda

Hello Councilor Sakelik,

The approximately \$92,000 in extra work mentioned in the staff report is basically an allowance or contingency to cover work mostly yet to be determined or other repairs that are currently unknown. For example, while we know there is interior water damage to sheetrock and ceiling tiles etc., there is what we suspect may be some mold in the area between the ceiling and the roof, but we don't know to what extent. This work will be performed separately by a different contractor, after the new roof is completed.

There is other work of unknown extent the roofing contractor will perform, that will also not be determined until the old roof is removed. While we estimated 15 squares of damaged insulation, you will see in the bid response that there is an "ADD BID" item of \$275 per square for this potential additional work.

My gut feeling is that all of this work will be below the \$92,000 allowance, but we want to be on the safe side through the completion of this project.

I hope this helps to shed more light on this item.

Thanks,

Ken

-----Original Message-----

From: Sakelik, Richard
Sent: Thursday, March 7, 2019 1:39 PM
To: Stein, Eileen <estein@westlinnoregon.gov>
Cc: City Council <citycouncil@westlinnoregon.gov>; Worcester, Ken <kworcester@westlinnoregon.gov>; Boyle, Shane <sboyle@westlinnoregon.gov>
Subject: Library re-roof agenda

Ms. Stein,

Thank you for adding the additional information that the Council requested at the 3/4 meeting. The link is especially helpful and accommodates what my request was about. It would be great if all contracts brought before us have this information as we've previously asked for (last year) and I believe you thought was a good idea. I imagine there was very little extra work adding the info to the Agenda bill?

However, I would like to request that Mr. Worcester provide the details of what he described in the agenda bill as "Other associated building improvements to support the re- roof". This accounts for approximately \$92K of the total \$325k requested. Just a quick list of what the work is and who is going to be doing it would be appreciated.

Thanks again for adding the info for both the Library re-roof and the Water Main project.

Also, I've noticed Director Boyle has provided all the background information for the Microsoft Agreement I believe Council would be interested in and has done an excellent job. Again , much appreciated.

Richard Sakelik
West Linn City Councilor

Richard Sakelik
West Linn City Councilor
City Council
#6023<ciscotel://6023>

[https://westlinnoregon.gov/sites/all/themes/aha_responsive_2016/logo.png]<<http://westlinnoregon.gov>>

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Agenda Bill 2019-03-11-06

Date: March 11, 2019

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

From: Erich Lais, P.E., Assistant City Engineer

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

Subject: Contract Award for the 2019 Water Main Replacement Project (PW-18-03)

Purpose

Public Works requests Council approval for the 2019 Water Main Replacement Project.

Question(s) for Council:

Should the City spend capital funds on water main maintenance and improvements?

Public Hearing Required:

None required.

Background & Discussion:

The 2019 Water Main Replacement Project will generally include installing new ductile iron pipe, valves, hydrants, and water services with meters. Work is planned for Apollo Road and Easy Street.

The project was advertised and bid in accordance with the West Linn Local Contracting Rules. A bid opening was held on February 20, 2019 at 2:00 P.M. with a total of four bids received as indicated on the attached bid results form. M.L. Houck Construction Co. was the lowest, responsive and responsible bidder with a bid of \$218,281.00. The City has past positive experience with M.L. Houck Construction Co.

Budget Impact:

\$218,281.00 to the Water Fund. The bid is within the anticipated project budget.

Council Options:

1. Award the contract to the lowest, responsive and responsible bidder, M.L. Houck Construction Co.
2. Cancel the bid solicitation and retain the capital funds.

Staff Recommendation:

Approve the contract with M.L. Houck Construction Co.

Potential Motion:

I move to authorize the City Manager to enter into a contract with M.L. Houck Construction Co. in the amount of \$218,281.00 for the 2019 Water Main Replacement Project.

Attachments:

1. Bid Results Form
2. Link to Bid Page: <https://bids.westlinnoregon.gov/rfp/2019-water-main-replacement-project>
Note: on page 3 is the signature page for the acceptance of bid and contract award

Project Name: 2019 Water Main Replacement Project

Project No.: PW-18-03

Bid Opening Date: 2/20/19

Bid Opening Time: 2:00 PM

Engineer's Estimate: \$306,000

	Name of Bidder	Pre-Bid Meeting Attendance	Notice of Invitation for Bid (with CCB#)	Bid Form	Bid Guaranty/Bond	Non-Collusion Affidavit	Three Year Experience	First Tier Subcontractor Disclosure (by 4pm)	Affadavit of Compliance with Tax Laws	Addendum #1	Project Total	Notes
1	ML Houck Construction Co	Not Required	X	X	X	X	X	X	X	X	\$ 218,281.00	
2	Clackamas Construction		X	X	X	X	X	X	X	X	\$ 268,676.00	
3	Trenchline		X	X	X	X	X	X	X	X	\$ 274,000.00	
4	Emery and Sons		X	X	X	X	X	X	X	X	\$ 285,995.00	
5												
6												
7												
8												
9												
10												