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

WEST LINN
CITY COUNCIL MEETING
NOTES
March 20, 2023

Call to Order [6:00 pm/5 min]

Council Present:
Interim Mayor Rory Bialostosky, Council President Mary Baumgardner, and Councilor Bill Relyea,

Staff Present:
City Manager John Williams, Deputy City Manager Elissa Preston, City Attorney Bill Monahan, and Assistant to the City Manager Dylan Digby.

Approval of Agenda [6:05 pm/5 min]

Council President Mary Baumgardner moved to approve the agenda for the March 20, 2023, West Linn City Council Meeting. Councilor Bill Relyea seconded the motion.

Ayes: Interim Mayor Rory Bialostosky, Council President Mary Baumgardner, and Councilor Bill Relyea.
Nays: None.
The motion carried 3 - 0

Public Comments [6:10 pm/10 min]

Kevin Mansfield thanked Council for declaring April Parkinson's Awareness Month and discussed the disease.

Tony Bracco thanked Council for their support of Robinwood Station.

Mayor Bialostosky confirmed his promise to discuss the Highway 43 issue at a future meeting.

Parkinson's Awareness Month Proclamation [6:20 pm/5 min]

Proclamation

Council President Baumgardner read the proclamation declaring April 2023 Parkinson's Awareness Month.

Agenda Bill 2023-03-20-01: Selection of City Attorney Recruitment Firm [6:25 pm/15 min]

Recruitment Services Information

Deputy City Manager/Human Resources Director Elissa Preston updated on the Request for Proposal~~s~~ (RFP) for a recruitment firm to hire a new City Attorney, stating she had interviewed three firms.

Interim Mayor Bialostosky recommended SGR to conduct the search for the City Attorney because SGR had demonstrated a solid understanding of the complexity of the City's needs and the unique history surrounding the City Attorney position. SGR had proposed a plan of action with the selection committee that would serve Council and the community well in the search.

Deputy City Manager Preston introduced JJ Peters, President of Recruitment and Lynn Barboza, who would serve as the primary recruiter.

Questions from Council were answered as follows:

- SGR would relaunch the recruitment process if a candidate was not selected during the initial recruitment period, which could be up to 18 months. The application period could also be extended on the front end if there were not enough well-qualified candidates to proceed with the interview and selection process. There would also be opportunity to extend the process on the back end if the selected candidate was not successful.
- After contract approval, the next steps would be appointment of Search Committee members. The profile development process would begin by speaking with internal and external stakeholders, provided by the City, to get information about the community organization and position.

Council President Mary Baumgardner moved to select SGR as the City Attorney recruitment firm and authorize staff to sign the contract. Councilor Bill Relyea seconded the motion.

Ayes: Interim Mayor Rory Bialostosky, Council President Mary Baumgardner, and Councilor Bill Relyea.
Nays: None.
The motion carried 3 - 0

Update on Council Election Transition Process [6:40 pm/30 min]

Interim Mayor Bialostosky had received questions from Councilor Elects regarding when they would begin meeting and reminded Council had an active Water Resource Area permit situation that they have an evidentiary hearing on.

City Manager John Williams stated traditional onboarding process for Councilors Elect included meeting with the City Manager and department heads to get familiar with current issues in the City. Williams had reached out to both Councilors Elect to schedule meetings in the next two weeks. Staff would provide training on technology, electronics, Drop Box, invitations to meetings, Outlook, purchasing, conference scheduling, and other topics.

Election results should be certified by April 10, which was also the date for the transition meeting and the follow-up hearing for the appeal on the Water Resource Area.

City Manager Williams invited input on scheduling the goal setting retreat, noting it had previously been on ~~a~~ Friday afternoon and Saturday, depending on scheduling and focus items. Items usually covered were reports from departments and community advisory groups, and ~~a~~ discussion of logistics, goals, and plans to move forward. City Manager Williams noted that he was happy to facilitate the goal setting discussion. April 7th and 8th and April 14th and 15th had been penciled in for a goal-setting retreat but would depend on schedules of both new and elected Councilors and how much time Council wanted to spend on it.

City Attorney Bill Monahan confirmed election results would be sent to the City no later than April 10th, with new Council Members to be sworn in on April 17th. The continued hearing would conclude on April 3rd, and the Council hearing would be April 10th before existing Council.

In the event of a continuance until or beyond April 17th, there would be an additional issue of who was on Council when the decision was made. Councilor Relyea would no longer be on Council, and there would be four members. The two new members would have to qualify to participate by reviewing all the materials within the record, being conversant about the Development Code, and having no bias or conflict of interest.

If the Councilors Elect were qualified, a vote of three to one, rather than two to one, would be required to move forward. In the event of a tie, the decision would revert to the earlier decision made by the Planning Director. Councilors Elect should familiarize themselves with the materials just in case; however, the best situation would be for present Council to make the

decision.

If asked for, the granting of continuance after the first evidentiary hearing would depend on whether Council felt it had all the information to decide. The continuance would not be mandatory unless new evidence is introduced by the Applicant, which would be unlikely as President Baumgartner clearly stated no new evidence could be submitted during the rebuttal period.

In response to Councilor's questions:

- City Attorney Monahan clarified that the cut-off was April 3rd at noon. The Applicant would have opportunity to rebut information submitted by the Appellant or other parties. The Applicant could submit a final written argument, as the Applicant always has the last word. Council would have a week to review the information packet. The continuation hearing would continue only as Council deliberation, with no public comment on the agenda.
- Council confirmed they were comfortable holding the second hearing on April 10th.
- The County Clerk was working from the Secretary of State's election calendar, and the deadline for receiving postmarked ballots was either tomorrow or the next day. Following that, voters could challenge if their ballots were not counted. The Elections Official from the County could choose to submit the Affidavit sooner, but there was nothing in the State's Election law denoting when an elected person should be seated. Historically, in a regular November election, the results would be certified in December, and elected candidates would be sworn in during January, so a gap of several weeks was typical.
- The tentative agenda showed the election results would come to Council on April 10th, and the swearing in would be the following week.
- City Attorney Monahan clarified that if a continuance was granted, newly elected Council members had the right to speak with Staff, who has had the right to provide information. Land Use Board of Appeals (LUBA) ruled that it was not an ex parte conflict or bias situation if a newly elected candidate was brought into a contested Land Use Hearing after it had begun, as long as Staff was not advocating in any way, but just doing its administrative responsibility of explaining what was in the Code, Staff Report, and other relevant materials.
- Council currently had an opening because of Councilor Jones' resignation. Open seats could be filled only until new Council Members are sworn in, and then Councilor Relyea's term would end. Council could not extend Councilor Relyea's term to attend the hearing because there is no open position available.
- Should Interim Mayor Bialostosky resign his position as a member of City Council that he could revert back to later, a vacancy would be created, and Council would have the right to fill it until a November election.
- Section 10 of the Charter states "the terms of office continue until the successor to the office assumes the office." Since the seats are not numbered, Councilor Relyea's term would end when both new members are sworn in.

- After new Councilors are sworn in, there would not be any missing positions because Interim Mayor Bialostosky was in an interim position and would be entitled to his position on Council. If and when he vacated that position, then that position would be opened. Since there would be more than one year left in that term, an election at the next election date would be required.

Appoint Community Advisory Group Members

Interim Mayor Bialostosky placed before Council appointing Kirsten Solberg for Historic Review Board and Carol Bryck for Budget Committee.

Council President Mary Baumgardner moved to approve Interim Mayor Bialostosky's appointments. Councilor Bill Relyea seconded the motion.

Ayes: Interim Mayor Rory Bialostosky, Council President Mary Baumgardner, and Councilor Bill Relyea.

Nays: None.

The motion carried 3 - 0

Adjourn to Work Session [7:10 pm/5 min]

Historic City Hall Financing Discussion [7:15 pm/30 min]

Historic City Hall Information

Mayor and Council Reports [7:45 pm/10 min]

Reports from Community Advisory Groups

City Manager Report [7:55 pm/5 min]

Adjourn [8:00 pm]

Notes approved 7-10-23.

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

CITY COUNCIL AGENDA

Monday, March 20, 2023

6:00 p.m. – Special Meeting and Work Session – Council Chambers & Webex*

1.	Call to Order	[6:00 pm/5 min]
2.	Approval of Agenda	[6:05 pm/5 min]
3.	Public Comments	[6:10 pm/10 min]
4.	Parkinson's Awareness Month Proclamation	[6:20 pm/5 min]
5.	Agenda Bill 2023-03-20-01: Selection of City Attorney Recruitment Firm	[6:25 pm/15 min]
6.	Update on Council Election Transition Process	[6:40 pm/30 min]
7.	Appoint Community Advisory Group Members	[7:10 pm/5 min]
8.	Adjourn to Work Session	[7:15 pm/5 min]

1.	Historic City Hall Financing Discussion	[7:20 pm/30 min]
2.	Mayor and Council Reports	[7:50 pm/10 min]
	a. Reports from Community Advisory Groups	
3.	City Manager Report	[8:00 pm/5 min]
4.	Adjourn	[8:05 pm]

**City Council and Planning Commission meetings will be conducted in a hybrid format with some Councilors, staff, presenters, and members of the public attending remotely via Webex and others attending in person. The public can watch all meetings online via https://westlinnoregon.gov/meetings or on Cable Channel 30.*

Submit written comments by email to City Council at citycouncil@westlinnoregon.gov or to Planning Commission at askthepc@westlinnoregon.gov. We ask that written comments be provided before noon on the day of the meeting to allow City Council and Planning Commission members time to review your comments.

If you cannot attend the meeting in person and would like to speak live at a public meeting by videoconferencing software or by phone, please complete the form located at: https://westlinnoregon.gov/citycouncil/meeting-request-speak-signup by 4:00 pm the day of the meeting to be input into our system. Instructions on how to access the virtual meeting will then be provided to you by email prior to the meeting. If you miss the deadline and would like to speak at the meeting, please fill out the form and staff will send you a link as time allows.

If you require special assistance under the Americans with Disabilities Act, please call City Hall 48 hours before the meeting date, 503-657-0331.

When needed, the Council will meet in Executive Session pursuant to ORS 192.660(2).

PROCLAMATION

West Linn, Oregon

WHEREAS, Parkinson's disease is a chronic, degenerative neurological disease that affects approximately one million people in the United States, including approximately 20,000 people in Oregon – and that number is expected to more than double by the year 2040; and

WHEREAS, symptoms included tremors, stiffness and slow movement, difficulty swallowing, depression, sleep disorders, and dementia. There is no treatment to slow, stop or reverse the progression of the disease, nor is there a cure.

WHEREAS, it is estimated that Parkinson's costs the Federal Government and American families $58 billion per year; and

WHEREAS, the Michael J. Fox Foundation for Parkinson's Research is dedicated to finding a cure for Parkinson's disease through an aggressively funded research agenda and to ensuring the development of improved therapies for those living with Parkinson's today; and

WHEREAS, there are millions of Americans who are caregivers, family members and friends greatly impacted by Parkinson's disease; and

WHEREAS, it is estimated that 90,000 individuals are diagnosed annually with Parkinson's disease in North America.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that April is:

PARKINSON'S AWARENESS MONTH

DATED THIS 20TH DAY OF MARCH 2023

_____

INTERIM MAYOR RORY BIALOSTOSKY

ATTEST:

_____

KATHY MOLLUSKY, CITY RECORDER

Agenda Bill 2023-03-20-01

Date Prepared: March 16, 2023

For Meeting Date: March 20, 2023

To: West Linn City Council

From: Rory Bialostosky, Interim Mayor
Elissa Preston, Deputy City Manager/HR Director

Subject: Selection of City Attorney Recruitment Firm

Purpose:
Select City Attorney Recruitment Firm

Question(s) for Council:
Shall the council authorize a contract with a recruitment firm for selecting an in-house city attorney?

Public Hearing Required:
None Required.

Background & Discussion:
The council authorized staff to send out a request for proposals to recruitment firms for a new city attorney. Only two proposals were received. Interim Mayor Bialostosky, City Manager Williams, and Deputy City Manager/HR Director Preston reviewed proposals and determined neither proposal met the needs of the City. It was determined to have Ms. Preston directly call several well-known recruitment firms and ask them if there was a different timeline that they could potentially put in a proposal. From those calls, three recruitment firms did send in a proposal. The Mayor and Ms. Preston virtually interviewed all three firms on March 3rd. The firm that was selected was SGR.

Budget Impact:
Not to exceed $28,900, plus the cost of ad placement

Sustainability Impact:
None.

Council Options:
1. Authorize staff to sign a contract with SGR for recruitment services for the City Attorney
2. Not contract with SGR and direct staff how to proceed.

Mayor Recommendation:
The Mayor is providing a recommendation on the City Attorney recruitment firm contract since the City Attorney position will be filled by the City Council. Mayor Bialostosky recommends approval of the contract with SGR. SGR staff demonstrated a solid understanding of the complexity of the City's needs and the unique history surrounding the City Attorney position in West Linn. SGR also proposed a plan of

action that will serve the City Council and community well in its search. If the contract is approved, Ms. Lynn Barboza would serve as our primary contact and recruiter for the search.

Potential Motion:
I move that the Council select SGR as the City Attorney recruitment firm and authorize staff to sign the contract.

Attachments:

1. Personal Services Contract
2. Exhibit A – Proposal

PERSONAL SERVICES AGREEMENT
FOR CITY ATTORNEY RECRUITMENT SERVICES

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: Strategic Government Resources
PO Box 1642
Keller, Texas 76244
Term: April 1, 2023 to September 30, 2023
Compensation: $28,900 for the defined services included in the NTE price (see Exhibit A) plus up to $2500 for ad placement costs with City preapproval

RECITALS

1. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

2. City has determined that Contractor is qualified and capable of performing the professional services the City require, under the terms and conditions in this Personal Services Agreement ("Agreement"),

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached and incorporated in Exhibit A. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement. SGR Senior Vice President Lynn Barboza has been identified by Contractor as the primary recruiter and contact and cannot be replaced unless the City consents in writing and an acceptable replacement, at the City's sole discretion, is identified.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by **September 30, 2023.** All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to $28,900 for the defined services included in the NTE price (see Exhibit A) plus up to $2500 for ad placement costs with City preapproval for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

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

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

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

D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

All data, information, and other documents provided to Professional by the City shall remain the sole property of the City. All data, information, and other documents prepared or assembled under the Agreement, except for prospect information that has not been made available to the City, shall become and remain the sole property of the City. Any design files will be provided as PDF files, not as source files.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. SGR Senior Vice President Lynn Barboza has been identified by Contractor as the primary recruiter and contact and cannot be replaced unless the City consents in writing and an acceptable replacement, at the City's sole discretion, is identified. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 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 Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

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

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

C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

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

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

8. INSURANCE

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

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

A. Commercial General Liability Insurance

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

Coverage	Limit
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	100,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all

owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,000,000.

C. Professional Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than $2,000,000. Annual aggregate limit shall not be less than $2,000,000.

D. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than $500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 30 days prior to coverage expiration.

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

certificate.

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

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

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

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

Elissa Preston City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-722-4714 Fax: 503-742-8653 Email: epreston@westlinnoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

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

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

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

City of West Linn	CONTRACTOR
Attn: Finance Department	Attn: SGR
22500 Salamo Road West Linn, OR 97068	Address: PO Box 1642, Keller, TX 76244
Phone: 503- 657-0331	Phone: 817-337-8581
Fax: 503-650-9041	Fax: (insert #)
Email: acctspayable@westlinnoregon.gov	Email:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

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

11. TERMINATION WITHOUT CAUSE

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

12. TERMINATION WITH CAUSE

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

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

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

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

1) If Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension thereof, or
2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to

correct such failures within ten (10) days or such other period as City may authorize.

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

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

13. <u>ACCESS TO RECORDS</u>

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

14. <u>FORCE MAJEURE</u>

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

15. <u>NON-WAIVER</u>

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

16. <u>NON-DISCRIMINATION</u>

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

17. <u>ERRORS</u>

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

18. EXTRA (CHANGES) WORK

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

19. WARRANTIES

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

20. ATTORNEY'S FEES

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

21. GOVERNING LAW

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

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

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

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement and the Contractor's proposed contract terms, scope of work, or any other document provided by the Contractor, this Agreement shall control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Contractor's proposal.

24. AUDIT

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

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. AMENDMENT AND COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement. Contractor, by the signature of its authorized representative, acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

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

CONTRACTOR	**CITY OF WEST LINN**
_____	_____
Signature	*Signature*
_____	_____
Printed Name & Title	*Printed Name & Title*
_____	_____
Date	*Date*

APPROVED AS TO FORM:

_____

LEGAL

Exhibit A

PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES

City Attorney
City of West Linn, Oregon

February 10, 2023
This proposal is valid for 120 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

February 10, 2023

Hon. Mayor Rory Bialostosky & City Council
City of West Linn, Oregon

Dear Mayor Bialostosky & Council Members,

Thank you for the opportunity to submit this proposal to assist the City of West Linn in your recruitment for a new City Attorney. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 45,000 subscribers in all 50 states.
- SGR reaches a broad community of over 13,000 LinkedIn followers and over 2,000 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 900 local government legal professionals.

Senior Vice President Lynn Barboza would be the recruiter and primary contact for this search. Lynn would be available to begin this search after April 1st.

We respectfully request an exception to the liability insurance policy limits listed in the City's sample contract. We have included specimen COIs at the end of this proposal for review of acceptability.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in many ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent your organization desires, during this uncertain time.

We are excited about the prospect of conducting this recruitment for the City of West Linn, and we are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

PO Box 1642, Keller, TX 76244 817-337-8581 www.GovernmentResource.com

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Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 39 full-time employees, 3 part-time employees, 21 recruiters, 19 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Maryland, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: governmentresource.com/about-us/meet-the-team

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 45,000 subscribers in all 50 states.
- We will send targeted emails to over 900 opt-in subscribers to SGR's City Attorney Job Alerts.
- Your position will appear on SGR's Website, GovernmentResource.com, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, SGRjobs.com, which averages nearly 10,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs
SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates
SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication
Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates
SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and prevents surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: Executive Recruitment Clients

Project Personnel

Lynn Barboza, Senior Vice President

LynnBarboza@GovernmentResource.com
Cell: 702-423-2905

Lynn began her public sector career with the City of Las Vegas (NV) in November of 1990. Throughout her 27-year tenure with the City, she was promoted to increasingly responsible positions in different operational areas including the City Manager's Office, the City Council Office and Human Resources. She spent the last 5+ years of her time with the City managing the Talent Acquisition team.

Lynn earned her Bachelor of Science degree in Workforce Education from the University of Nevada Las Vegas in 2011 and is a certified instructor for InsideOut Coaching, True Colors (Leadership Style) and is also certified as a "Technology of Participation" facilitator. She is a member of SGR's Leadership Development Team assisting with training development and delivery, as well as workshop facilitation for local government agencies throughout the U.S.

As an Executive Recruiter who has also been a hiring executive, Lynn brings the client perspective to her role at SGR, along with her experience managing the Talent Acquisition function for a large and progressive public sector agency. She works closely with clients to define the necessary qualifications and desired talents in prospective candidates who will meet their unique business challenges today and most importantly, in the future. Lynn is equally committed to her candidates; she is passionate about learning their story and helping them find the ideal next step in their career path.

Lynn has recruited for every discipline in the public sector, assisting smaller-sized cities/ counties and large metropolitan organizations find the perfect addition to their leadership team. She has also recently diversified her skill set, venturing into the private sector and handling healthcare executive placements.

In her free time, Lynn is a volunteer Court Appointed Special Advocate (CASA) for abused and neglected children in the foster care system, an avid cyclist and proud mom of two beautiful daughters and two very special rescue dogs.

Lynn is an independent contractor for SGR and would be considered a subconsultant under the stipulations of the RFP.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

1. **Organizational Inquiry and Analysis**
    - Development of Recruitment Plan and Timeline
    - Individual Interviews with Key Stakeholders
    - Creation of Position Profile Brochure
2. **Advertising and Marketing, Communication with Applicants and Prospects**
3. **Initial Screening and Review**
4. **Search Committee Briefing to Facilitate Selection of Semifinalists**
5. **Evaluation of Semifinalist Candidates**
    - Written Questionnaires
    - Recorded Online Interviews
    - Media Searches - Stage 1
6. **Search Committee Briefing to Facilitate Selection of Finalists**
7. **Evaluation of Finalist Candidates**
    - Comprehensive Media Searches - Stage 2
    - Comprehensive Background Investigation Reports
    - DiSC Management Assessments (supplemental service)
    - First Year Game Plan or Other Advanced Exercise
8. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (may occur earlier in process)
    - Deliberations
    - Reference Checks (may occur earlier in process)
9. **Negotiations and Hiring Process**
    - Determination of Terms of an Offer
    - Negotiation of Terms and Conditions of Employment
    - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:
https://www.governmentresource.com/executive-recruitment/open-recruitments-528

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 45,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, GovernmentResource.com, and on SGR's Job Board, SGRjobs.com. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires
SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews
SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1
"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2
"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: http://bit.ly/SGRSampleMediaReport.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: bit.ly/SGRSampleBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: bit.ly/SGRDiscProfileSample. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: bit.ly/SGRDiscTeamReport.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation "log-jams."

Press Release (if requested)

Until you have "sealed the deal," you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: bit.ly/sampleIOPTreports.

Projected Schedule

Holidays may affect recruitment schedule.

Task	Weeks
• Contract Executed • Develop Recruitment Plan, Timeline • Individual Interviews with Key Stakeholders	Week 1
• Deliverable: Position Profile Brochure • Search Committee Reviews and Approves Brochure	Weeks 2-3
• Advertising and Marketing • Accept Applications • Communication with Prospects and Applicants	Weeks 4-7
• Initial Screening and Review	Week 8
• Search Committee Briefing / Select Semifinalists • Questionnaires and Recorded Online Interviews • Media Searches - Stage 1	Week 9
• Deliverable: Semifinalist Briefing Books and Online Interviews	Week 10
• Search Committee Briefing / Select Finalist Candidates	Week 11
• Comprehensive Media Searches - Stage 2 • Comprehensive Background Investigation Reports • DiSC Management Assessments (supplemental service) • First Year Game Plan or Other Advanced Exercise	Weeks 12-13
• Deliverable: Finalist Briefing Books	Week 14
• Face-to-Face Interviews • Stakeholder Engagement (may occur earlier in process) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **$28,900 ***

** Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $22,500**
- **Expenses:**
  - **Position Profile Brochure & Marketing - $1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Featured job placement on SGR's website
    - Featured ad on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
  - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for $1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for $4,000, plus travel expenses and $150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

References

City of Sherwood, Oregon
Population: 20,000
Kim Young, Councilor
youngk@sherwoodoregon.gov
503-625-4246

- **City Attorney, 2022**
- City Manager, 2021

North Port, Florida
Population: 77,000
Amber Slayton, City Attorney
aslayton@cityofnorthport.com
941-429-7253

- **Assistant City Attorney-Police Legal Advisor, 2022**
- City Manager, 2021
- **Assistant City Attorney, 2019**

City of Fate, Texas
Population: 19,000
David Billings, Mayor
dbillings@fatetx.gov
972-771-4601

- **City Attorney, 2021**

Nassau County, Florida
Population: 88,000
Taco Pope, Assistant County Manager
tpope@nassaucountyfl.com
904-530-6010

- Deputy County Manager-Community Development, 2021
- **Assistant County Attorney, 2021**
- Assistant County Manager, 2020
- Planning Director, 2020

City of Gresham, Oregon
Population: 111,000
Nina Vetter, City Manager
nina.vetter@greshamoregon.org
503-618-2346

- Human Resources Director, 2022

City of Hermiston, Oregon
Population: 19,000
Byron Smith, City Manager
bsmith@hermiston.or.us
541-567-5521

- Court Administrator, 2021
- Parks and Recreation Director, 2021

City of Klamath Falls, Oregon
Population: 21,000
Michael (Mike) Swanson, City Attorney
MSwanson@klamathfalls.city
541-810-2175

- City Manager, 2022
- Development Services Director, 2022

City of Waco, Texas
Population: 140,000
Missie Pustejovsky, Director of Human Resources
MissieP@wacotx.gov
254-750-5791
Partial List of Recruitments:

- Chief Financial Officer, 2022
- City Secretary, 2022
- **Assistant City Attorney, 2021**
- Police Chief, 2021
- Fire Chief, 2020
- Assistant City Manager, 2019

City/County Attorney & Management Recruitments, 2018-Present

City Attorney Recruitments:

2022

- Clark County Aviation Department, Nevada - Senior Attorney
- Fort Worth, Texas (pop. 900,000) - City Attorney
- North Port, Florida (pop. 78,000) - Assistant City Attorney-Police Legal Advisor
- **Sherwood, Oregon (pop. 20,000) - City Attorney**

2021

- Fate, Texas (pop. 19,000) - City Attorney
- Nacogdoches, Texas (pop. 33,000) - City Attorney
- Nassau County, Florida (pop. 88,000) - Assistant County Attorney *
- Waco, Texas (pop. 140,000) - Assistant City Attorney *

2019

- Aurora, Colorado (pop. 366,000) - Chief Public Defender
- Boerne, Texas (pop. 15,000) - City Attorney *
- Messer Rockefeller & Fort - Associate or Senior Attorney *
- North Port, Florida (pop. 70,000) - Assistant City Attorney
- Temple, Texas (pop. 79,000) - City Attorney

City Management Recruitments:

In Progress

- **Boardman, Oregon (pop. 4,500) - City Manager**
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager

- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Pearland, Texas (pop. 125,000) - City Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- **Blaine, Washington (pop. 6,000) - City Manager**
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- **Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager**
- **Klamath Falls, Oregon (pop. 22,000) - City Manager**
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- **Bainbridge Island, Washington (pop. 25,000) - City Manager**
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- **Sherwood, Oregon (pop. 20,000) - City Manager**
- **Snoqualmie, Washington (pop. 14,000) - City Administrator**
- **Spokane, Washington (pop. 220,000) - City Administrator**

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager

- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- **Tigard, Oregon (pop. 53,000) - City Manager**
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- **Springfield, Oregon (pop. 62,000) - City Manager**
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- **Clackamas County, Oregon (pop. 400,000) - County Administrator**
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager

- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

** Search was conducted utilizing SGR's Marketing & Application Management Package (limited scope recruitment)*

CITY ATTORNEY

Sherwood, Oregon

City of Sherwood Oregon

Home of the Tualatin River National Wildlife Refuge

EXECUTIVE RECRUITMENT PROVIDED BY SGR

SHERWOOD, OREGON

Home of the Tualatin River National Wildlife Refuge

The Community

If the City of Sherwood, Oregon, sounds like something out of a fairytale, then just wait until you see it in person. This idyllic 4.1-square-mile community is located on the southern edge of the Portland metropolitan area. One of the most beloved parts of Sherwood is the Tualatin River National Wildlife Refuge, home to nearly 200 species of birds, over 50 species of mammals, 25 species of reptiles and amphibians, and a wide variety of insects, fish, and plants. People can experience wildlife in their natural habitat and enjoy nature the way it's meant to be.

Sherwood offers quaint shopping and dining in Old Town, 67 acres of gorgeous parkland, high-quality schools, and entertaining arts and cultural events. This is one of the fastest-growing cities in Oregon, with a population of nearly 20,500. With this growth comes thriving businesses, modern amenities, and a ranking as the state's 30th largest city — all with the small-town charm and friendliness that defines Sherwood.

An affluent bedroom community located in Oregon Wine Country, Sherwood is recognized for its high quality of life and has been consistently ranked as one of the top five safest cities in Oregon.

Residents and visitors alike flock to the Sherwood Robin Hood Festival held in July, one of Oregon's oldest and most unique community events. It features medieval activities, including an old-fashioned community parade with Maid Marian and her court, Robin Hood and his Merry Men; the International Archery Tournament alongside archers from Nottingham, England; a wonderful Renaissance Village; a traditional Knighting Ceremony; swordplay and fencing; shows; a Castle Building Contest; and more.

You can also see shows at the Sherwood Center for the Arts and go on their Summer Art Walk. Other events include the Cruisin' Sherwood Car Show, with hundreds of classic and custom cars, and the Sherwood Wine Festival, celebrating Willamette Valley wines, Oregon-made artisan foods, local vendors, and live music.

New industrial park development is currently underway, primarily in the City's Tonquin Employment Area, which consists of 200 acres of developable land. The Trammell Crow Company is also developing a large corporate park consisting of 530,000 square feet of new industrial buildings on 47 acres, and Phelan Development is developing three new buildings at 235,000 square feet.

Other significant developments include the Cedar Creek Plaza, mixed-use retail, medical, and senior residential space; a Hampton Inn; and a new 362,00-square-foot Sherwood High School. The City has begun planning for the development

MAJOR EMPLOYERS

Allied Systems Company
Sherwood School District
Safeway
Target
Providence Medical Group

The Community *continued*

of the 1,300-acre Sherwood West expansion area, which will include large-scale employment options as well as residential and other developments. The community-owned Sherwood Broadband offers businesses and residents a robust all-fiber optic network.

Sherwood is located in Washington County with a population of about 620,000, with access to State Highway 99 and I-5. The community has a median income of $103,512, with an average home price of about $405,900.

MISSION

Provide high-quality services for all residents and businesses through strong relationships and innovation in a fiscally responsible manner

VISION

In the year 2040, residents of Sherwood appreciate their safe, connected, family-oriented and friendly community. Those who grew up in Sherwood stay for family-wage jobs and a high quality of life, and those who raised their families here can retire in the place they proudly call home. Sherwood is renowned for its excellent schools, parks, thriving local businesses, small-town feel and access to metropolitan amenities, jobs and natural areas.

CORE VALUES

Citizen Engagement
Community Livability
Community Partnerships
Community Pride
Fiscal Responsibility
Transparent Government
Quality Service
Forward Thinking

Governance and Organization

The City of Sherwood operates under a council-manager form of government. The Council comprises the Mayor and six City Councilors, all elected at large with City Councilors serving four-year terms with a three consecutive term limit. The Mayor serves a two-year term with no term limit. The City Council has various short- and long-term goals focused on economic development, infrastructure, livability, public safety, fiscal responsibility, citizen engagement, and diversity, equity, inclusion, and accessibility (DEIA). The City Attorney reports directly to the City Council, as does the City Manager.

City Manager Keith Campbell has 16 years of experience in local government and has served the City of Sherwood for about a year. He oversees the organization's 146 employees and an annual operating budget of approximately $104.9 million.

Community Goals

The Sherwood 2040 Comprehensive Plan is organized around six theme areas with a set of goals and policies that are consistent with community priorities identified in the 2018 Sherwood Visioning Process, as well as Oregon's Statewide Planning Goals:

Thriving and Diversified Economy

- Accelerate the growth of local businesses and attract new businesses that balance the City's tax base, provide stable, high-wage jobs and capitalize on Sherwood's location and enhance the high quality of life.
- Prioritize and promote economic development to balance the City's tax base by maintaining a supply of land to target growth industries and accelerate Sherwood's desired economic growth.

Strong Community, Culture, and Heritage

- Value Sherwood's heritage, traditions, and diverse community wisdom by working together and thinking creatively through meaningful, informed and innovative participation by all.
- Actively explore accessible and effective methods of communication and participation to foster transparency and connection to the community.
- Foster a culture of collaboration and partnership between residents, community groups, businesses, service providers and government.

Strategic and Collaborative Governance

- Coordinate with adjacent jurisdictions, local service providers and regional and state governmental agencies to manage growth and development in Sherwood.
- Provide timely, efficient and fiscally responsible delivery of public facilities and services to balance the development of complete neighborhoods, employment areas, schools and public spaces.
- Ensure that the rate, amount, type, location and cost of new development will preserve and enhance Sherwood's quality of life so that it is accessible to all community members.
- Provide open and transparent governance by assuring information is available and disseminated through a variety of methods that is accessible to people of diverse ages, abilities and backgrounds.
- Ensure a high level of public health, safety and community preparedness by providing well-funded and well-planned police, fire protection, and emergency services for Sherwood residents.
- Maintain and improve the quality of the air, water and land resources.
- Encourage land use patterns that locate land use activities in close proximity, reduce or shorten vehicle trips and encourage energy conservation through sustainable site planning, landscaping and construction practices.
- Minimize impacts and risk to life and property from natural and human-caused hazards and disasters.

Community Goals *continued*

Attractive and Attainable Housing

- Preserve and enhance the character of existing neighborhoods.
- Plan new residential developments to integrate with existing Sherwood as complete neighborhoods where community members can live, learn, shop and recreate.
- Provide the opportunity for a variety of housing types in locations and at price points that meet the needs of current and future residents.

Coordinated and Connected Infrastructure

- Plan and implement a transportation system that is forward-looking, responsive and innovative to maximize capacity and ensure safety, efficiency and retention of Sherwood's livability and small-town character.
- Create and enhance safe and viable transportation options for travel between destinations locally and regionally with particular attention to connecting the areas of Sherwood east and west of Highway 99W, Old Town, and the Tualatin National Wildlife Refuge.
- Identify funding sources and collaborative partnerships to leverage resources for transportation system maintenance and improvements.
- Ensure reliable, safe, affordable and adequate public facilities to meet Sherwood's existing and future needs.
- Work with partner agencies to coordinate service delivery, including but not limited to stormwater, water, electric, natural gas, broadband, and waste management.

Healthy and Valued Ecosystem

- Develop a funding strategy and pursue funding sources for land acquisition, parks and recreation facility development, operations and maintenance.
- Pursue the expansion and enhancement of the City's parks, trail system and greenways that connect people to nature and their destinations.
- Plan, develop and enhance recreation opportunities, common open space areas, and recreation facilities for Sherwood residents of all ages and abilities.

About the Department

The City Attorney's Office provides legal assistance and serves as an advisor to Sherwood's elected officials, City Manager, and staff. The department is responsible for providing strategic leadership to the City on all legal matters, assisting other departments in matters of law, legal liability, ordinances, and policy, and advising the mayor and City Council on legal constraints and available choices for policies and practices.

This includes advising on the resolution of contested issues to avoid litigation, drafting and negotiating contracts and agreements with public and private entities, and advising on confidential, entity-level policy matters and implementation of policy direction.

The department has an annual budget of about $350,000 and a staff of one with the potential for an intern.

About the Position

Working under the general direction of the mayor and City Council, the City Attorney serves as Sherwood's chief legal counsel, advancing and protecting the City's and its citizens' interests in all matters.

The position provides legal services to elected and appointed officials as well as City staff; prepares and oversees reports to assist City leaders in making decisions; drafts, reviews, and interprets City ordinances and codes; and assists with writing and reviewing City agreements, contracts, and other legal documents.

It is also responsible for ensuring the City's compliance with various local, state, and federal laws and representing the City in litigation and appeals in prosecuting claims and defending lawsuits. This includes conferring with colleagues in specialty areas of law and serving as a liaison between outside legal counsel and City officials on specialized legal issues.

About the Position *continued*

The successful candidate will attend and participate in recurring and specialized meetings, including City Council meetings, Planning Commission meetings, workshops, task forces, internal staff meetings, and community meetings as necessary to assist in developing legislative and administrative policies within the framework of the law. They will also represent the City to the public, before the media, in legal or administrative proceedings, and to other organizations or entities.

Finally, as head of their department and a member of the executive leadership team, the City Attorney will assign, supervise, and evaluate the work of any assigned employees in the future and prepare the annual department budget.

The departing city attorney served as Sherwood's first in-house attorney; the organization's interim city attorney is contracted with a local firm.

Opportunities and Challenges

The Sherwood 2040 Comprehensive Plan is organized around six theme areas with a set of goals and policies that are consistent with community priorities identified in the 2018 Sherwood Visioning Process, as well as Oregon's Statewide Planning Goals:

- *Land & Development Issues* — The successful candidate will assist community leaders and fellow staff members regularly on complex issues related to land use, land use policy, proportionality, economic development, development agreements, and public-private partnerships. This may include protecting the City's interests and challenging land use policy from the Portland metro area and state.
- *Economic Development* — Community leaders have a strong desire to expand the tax base and grow employment opportunities within Sherwood. Those goals will include legal considerations related to land, property rights, development agreements, and perhaps incentive agreements.
- *Personnel Matters* — Sherwood's new City Attorney will work closely with City leaders on upcoming collective bargaining agreements.
- *Community Growth* — Sherwood is experiencing rapid growth with more development applications than the City has seen in 15 years and is expected to add 10,000 new residents over the next 20 years. The incoming City Attorney will assist in legal matters related to new developments as well as issues like zoning and community goals to provide a variety of housing types.

Ideal Candidate

The City of Sherwood is seeking a consummate professional to serve as their new City Attorney, a problem solver and "people person" who embraces a collaborative team environment and open communication style.

Candidates for this position should be attentive, accessible, and hands-on, able to pinpoint and describe legal matters and risks clearly and concisely and translate complex and nuanced material into understandable language. They should also be self-motivated and have a strong sense of the role of a city attorney and its place within the organization as an independent professional who is still a part of the City team.

City leaders desire someone warm and friendly who can develop strong relationships with others but also be assertive in speaking freely, ask tough questions and be unafraid to tell people what they need to hear. The right fit will be a good listener, a mentor to staff on all legal aspects of their work, and skilled at gauging and managing risk with a history of seeking innovative ways to move forward toward desired outcomes. They will also know their limits and seek assistance from peers and specialists as needed.

The ideal candidate is adept at intergovernmental relations, familiar with labor laws and collective bargaining, and has experience in election laws, open records processing/requirements, and municipal court. Experience in broadband/telecom law will also serve the position well since the City owns its own system.

Education and Experience

Candidates for this position must be admitted to the Oregon State Bar and have at least five years of experience in the practice of municipal law with emphasis and expertise in one or more specialty areas such as land use, first amendment, public meetings and records, public contracts, and Oregon growth boundary policy.

Mandatory requirements include experience as legal counsel for a public agency, progressively responsible experience in management and supervision, or any satisfactory combination of experience and training demonstrating the knowledge, skills, and abilities to perform the above duties.

Candidates should have knowledge of all areas of municipal law, court processes and procedures, and be able to perform legal research in complex areas, work independently, and prioritize work to meet the needs of the City. They must also have a valid driver's license with an acceptable driving record.

Local government experience as in-house legal counsel in Oregon is preferred.

Compensation and Benefits

The target hiring range for this position is $119,870 to $152,006, and is subject to negotiation depending on qualifications and experience. The City also offers a comprehensive benefits package, including medical, dental, and vision coverage; enrollment in the Oregon Public Employees Retirement System (with 6% employee contribution); and generous paid leave.

While residency within Sherwood is not required for this position, the successful candidate will want to stay engaged in the community to be most effective.

Application Process

Please apply online

For more information on this position contact:

Mark McDaniel, Senior Vice President
MarkMcDaniel@GovernmentResource.com
817-773-6558

The City of Sherwood is an equal opportunity employer. All qualified applicants will be considered for employment without regard to race, color, religion, sex, pregnancy (including childbirth and related medical conditions), national origin, age, genetic information, veteran status, political affiliation, domestic violence victim status, marital status, disability, sexual orientation, or any other status protected by applicable federal, Oregon. or local law.

Resources

City of Sherwood
sherwoodoregon.gov

Sherwood Economic Development
sherwoodoregon.gov/economicdevelopment

Sherwood Comprehensive Plan
sherwoodoregon.gov/planning/page/comprehensive-plan-ii

Sherwood Chamber of Commerce
sherwoodchamber.org

Washington County Visitors Association
wcva.org

Social Media

City of Sherwood Oregon
Home of the Tualatin River National Wildlife Refuge

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Agency, LLC
2824 Valley View Lane
Suite 100
Farmers Branch TX 75234

CONTACT NAME: Erin Earl
PHONE (A/C, No, Ext): 972-200-7833 **FAX (A/C, No):** 972-432-4083
E-MAIL ADDRESS: erin@riskagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acceptance Indemnity Ins Co	20010
INSURER B : Capitol Indemnity Corp	10472
INSURER C : Lloyds of London	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAGOV-01
Strategic Government Resources, Inc.
PO BOX 1642
Keller TX 76244

COVERAGES **CERTIFICATE NUMBER:** 1825849848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			BRK0001325	3/22/2022	3/22/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	**UMBRELLA LIAB** X OCCUR			XS21024681	3/22/2022	3/22/2023	EACH OCCURRENCE	$ 2,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
C	Professional Liability			MPL2201465	5/12/2022	3/22/2023	Each Claim Aggregate Retention	2,000,000 2,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate serves as proof of insurance.

Professional Liability includes personal and advertising injury. Excess follows form of General Liability, Auto Liability, and Employers Liability.

CERTIFICATE HOLDER

Strategic Government Resources, Inc.
PO BOX 1642
Keller TX 76244

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Erin Earl

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Goosehead Insurance Agency LLC
1500 Solana Blvd, Bldg 4, Ste 4500
Westlake, TX 76262

CONTACT NAME: Goosehead Insurance
PHONE (A/C, No, Ext): 800-474-1377 FAX (A/C, No): 866-877-6250
E-MAIL ADDRESS: Certificate@Goosehead.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Automobile Mutual Insurance Company	
INSURER B : ACE American Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Strategic Government Resources, Inc
PO BOX 1642
KELLER, TX 76244-1642

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / ✓ SCHEDULED AUTOS			10065476CA	03/22/2022	03/22/2023	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Cyber Enterprise Risk Management			D95977911	03/22/2022	03/22/2023	Limit	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purpose Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Spencer Boyd

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City of West Linn

Work Session Agenda Bill

Date Prepared: March 16, 2023

For Meeting Date: March 20, 2023

To: Interim Mayor Rory Bialostosky and West Linn City Council

From: John R. Williams, City Manager *JRW*

Subject: Update on Historic City Hall project and financing

Purpose
Discussion of potential formal funding commitment to Historic City Hall project.

Question(s) for Council:
Does the Council wish to make a formal funding commitment to the Historic City Hall project?

Public Hearing Required:
None required.

Background & Discussion:
The West Linn City Council has been discussing a partnership with the Willamette Falls and Landings Heritage Area Coalition ("Coalition") since at least 2018. Staff reports and Council meeting records from April 12, 2021; July 20, 2020; and June 10, 2019 provide a much more detailed background if desired.

For various reasons, including the COVID-19 pandemic and the challenges of securing funding and adequate parking, this project has been very slow to develop. City staff and the Coalition are hopeful that the work can begin moving forward in 2023. We hope to return to Council soon with a finalized site plan and parking agreement.

In the meantime, the City and Coalition have been discussing the most recent cost estimates for the project and the need to revisit a financial plan for the project. Attachment 1 contains current cost estimates, summarized below:

Construction Subtotal	$1,357,224.40	
Construction Contingency	$322,436.10	25%
Contractor Fee	$240,412.39	18%
Insurance	$20,034.37	1.5%
Bonding	$40,068.73	3.0%
TOTAL	**$1,980,175.99 ($282.88 per s.f.)**	

We would hope costs to be limited to the above, but with a 1936 building it would not be a surprise for costs to increase even above the 25% contingency. We've seen similar increases in our recent Robinwood Station project, both from scope increases, cost of material increases, and unexpected findings.

Note that costs to prepare final construction plans and bid documents are not included in the above and are expected to be largely funded by grant funds the Coalition has obtained from Mt. Hood Territory. The Coalition has paid for all costs to date on the project.

The purpose of the March 20 Work Session is to discuss options for funding this construction cost, which is significantly higher than pre-pandemic estimates. The West Linn City Council in February 2020 tentatively agreed to commit $1,285,000 from the 2018 General Obligation Bond to this project, and that amount has been reserved to date in subsequent Council discussions of bond projects. This leaves a funding gap of approximately $700,000.

Council Options

If Council wishes to continue moving forward with the project, several options could be considered to close the funding gap. The most appealing option would be to secure additional grant funds. While this was attempted several years ago, the Coalition is willing to try again and has some hope that the situation may be more promising now. If we are to move ahead with grant seeking, the Coalition is requesting that the City formally re-commit to funding the project, and sign a new Letter of Commitment formalizing the partnership. The Coalition would then use that commitment to demonstrate a significant match to grant agencies, potentially somewhat offsetting the City's contribution.

The City's options are quite limited in finding an additional $700,000 (minimum). Staff believes the only realistic options are American Rescue Plan Act ("ARPA") funds combined perhaps with a major re-allocation of currently unspent 2018 General Obligation Bond funds.

The City of West Linn received approximately $5.9 million in ARPA funds. Council has allocated or discussed allocation of approximately $900,000 to economic development projects and business recovery grants, $200,000 for ice storm street tree replacement, $500,000 to offset increased labor costs, and $200,000 for pandemic expenses not covered by the earlier Federal CARES Act. Council could allocate ARPA funds to the Historic City Hall project, but it would reduce the amount available for other priorities or to offset potential General Fund imbalance. We will not have a clear picture of the City's budget including General Fund situation until early May.

Staff will present an update of 2018 GO Bond Fund Expenditures at the Work Session (the update is still being completed), but generally speaking the bond funds are already oversubscribed due to previous decisions and cost increases on other projects. Additional funds would certainly need to be taken from other projects, likely in both the Parks and Transportation categories.

Council Options/Staff Recommendation:

The West Linn City Council has consistently supported the Historic City Hall revitalization and staff still believes in the importance of revitalizing this historic building which sits at one of West Linn's most prominent gateways. The building can be an anchor point for future redevelopment and a focus of community pride once revitalized. Staff will be recommending a combination of GO Bond and ARPA funds as the best way to fund this project if it is still a Council priority. The $1.98 Million construction total is a new level of expenditure that hasn't previously been discussed. Staff recommends Council discuss options and work towards either a formal commitment of funds or a decision to not move the project forward. If we are to move forward, the City will need formally re-commit to the project, including identifying fund sources, renewing the Letter of Commitment, and directing staff to work in partnership with the Coalition to secure grant funds to offset the City's expenses as much as possible.

Attachment:

1. February 2023 Construction Cost Estimate prepared by Architect Todd Iselin.

Old West Linn City Hall Adaptive Reuse updated 2-20-23

COST PROJECTION

CATEGORY	COST	QUANTITY		TOTAL	SUB-TOTAL
Division 1 - General Requirements					
***Soft Costs- Permits- Lump Sum**	n/a	n/a		$40,000.00	**$40,000.00**
Mobilization, General Conditions- Lump Sum	n/a	n/a		$30,000.00	**$30,000.00**
Haz Mat Remediation/ Asbestos & Fuel Oil tank	n/a	n/a		$65,000.00	**$65,000.00**
Division 2 - Site Construction					
Selective Demolition/ Grading - Lump Sum	n/a	n/a		$12,000.00	**$12,000.00**
Site Concrete/ Paving	$8.60	200	s.f.	$1,720.00	**$1,720.00**
Concrete barriers	$920.00	46	ea.	$42,320.00	**$42,320.00**
Seal Coat/ Stripping	$1.65	13,450	s.f.	$22,192.50	**$22,192.50**
Landscaping- Lump Sum	n/a	n/a		$9,500.00	**$9,500.00**
Bike Racks	$600.00	2	ea.	$1,200.00	**$1,200.00**
Signage/ Exterior lighting- Lump Sum	n/a	n/a		$12,000.00	**$12,000.00**
Division 3 - Concrete					
Saw cut and pourback for plumbing/ electrical	$54.00	110	lf	$5,940.00	**$5,940.00**
Division 4 - Masonry					
Selective Repair/ Restoration- Lump Sum	n/a	n/a		$16,000.00	**$16,000.00**
Division 5 - Metals					
New exterior steel stair to replace existing	$34,000.00	1	ea.	$34,000.00	**$34,000.00**
New metal awnings	$640.00	70	l.f.	$44,800.00	**$44,800.00**
Division 6 - Woods & Plastics					
Selective Demolition and temp shoring	$3.65	7,408	s.f.	$27,039.20	**$27,039.20**
Rough Carpentry TI Framing	$9.25	7,408	s.f.	$68,524.00	**$68,524.00**
Division 7 - Thermal & Moisture Protection					
Attic insulation (remove and upgrade)	$5.40	3,500	sf	$18,900.00	**$18,900.00**
Wall insulation (limited to disturbed areas)	$3.20	840	sf	$2,688.00	**$2,688.00**
Demo existing and install new roofing system	$46.00	3,500	sf	$161,000.00	**$161,000.00**
Division 8 - Doors & Windows					
New Storefront at main entry	$215.00	530	s.f.	$113,950.00	**$113,950.00**
New Wood Casement windows to replace aluminum **	$5,200.00	15	ea.	$78,000.00	**$78,000.00**
Exterior Window Repair/ Painting (front elevation)	$2,400.00	6	ea.	$14,400.00	**$14,400.00**
Exterior Window Repair/ Painting (sides/ rear radius top)	$820.00	12	ea.	$9,840.00	**$9,840.00**
New Interior Doors and Hardware	$1,200.00	13	ea.	$15,600.00	**$15,600.00**
New Interior windows	$44.00	212	s.f.	$9,328.00	**$9,328.00**
Division 9 - Finishes					
Gypsum Board Walls	$6.40	5,920	s.f.	$37,888.00	**$37,888.00**
Gypsum Board Ceilings	$6.85	4,326	s.f.	$29,633.10	**$29,633.10**
New Flooring (hardwood)	$16.00	2,662	s.f.	$42,592.00	**$42,592.00**
New Flooring and wainscotting (c. tile)	$16.00	710	s.f.	$11,360.00	**$11,360.00**
New Flooring (carpet)	$4.60	5,000	s.f.	$23,000.00	**$23,000.00**
Wood trim (stained 1x8 wood)	$11.20	2,890	l.f.	$32,368.00	**$32,368.00**
Rubber base	$2.25	1,200	l.f.	$2,700.00	**$2,700.00**
Paint - Interior	$3.20	1,448	l.f.	$4,633.60	**$4,633.60**
new handrails	$54.00	60	l.f.	$3,240.00	**$3,240.00**
Display cases	$9,000.00	3	ea.	$27,000.00	**$27,000.00**
Division 10 - Specialties					
N/A	n/a	n/a		$0.00	**$0.00**
Division 11 - Equipment					
Fire Extinguishers	$120.00	4	ea.	$480.00	**$480.00**
Division 12 - Furnishings					

CATEGORY	COST	QUANTITY		TOTAL		SUB-TOTAL	
Casework - base cabinets	$340.00	12	l.f.	$4,080.00		**$4,080.00**	
Countertops	$94.00	12	l.f.	$1,128.00		**$1,128.00**	
Division 13 - Special Construction							
N/A	n/a	n/a		$0.00		**$0.00**	
Division 14 - Conveying Systems							
N/A	n/a	n/a		$0.00		**$0.00**	
Division 15 - Mechanical/ Plumbing							
Demo (2) Units- (1 rooftop, 1 sidewall)	n/a	n/a		$7,000.00		**$7,000.00**	
***VRF Mechanical system**	$22.00	7,000	sf	$154,000.00		**$154,000.00**	
New bath fans	$500.00	4	ea	$2,000.00		**$2,000.00**	
Rough Plumbing- Lump Sum	n/a	n/a		$10,000.00		**$10,000.00**	
New Plumbing Fixtures- Bath group	$2,800.00	4	ea.	$11,200.00		**$11,200.00**	
New Plumbing Fixtures- 3 comp and hand sink	$1,900.00	1	ea.	$5,500.00		**$5,500.00**	
Division 16 - Electrical							
Rough Electrical- Lump Sum	n/a	n/a		$24,000.00		**$24,000.00**	
Lighting Upgrades	$6.20	7,400	l.f.	$45,880.00		**$45,880.00**	
Low Voltage/ Alarm upgrades	$5.40	4,000	l.f.	$21,600.00		**$21,600.00**	
SUB TOTAL				**$1,357,224.40**		**$1,357,224.40**	
Construction Contingency				$322,436.10	25%		
Contractor Fee				$240,412.39	18%		
Insurance				$20,034.37	1.5%		
Bonding				$40,068.73	3.0%		
TOTAL				**$1,980,175.99**		**$282.88**	**per s.f.**

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*): ~~Tony Bracco~~ Funding City Hal

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*):

Funding City Hall w/ GO Bond $ from traffic?

Please print:

Name: TONY Bracco

Phonetic spelling, if difficult to pronounce: SAME

Address (Optional):

City: State: Zip:

Email (Optional): SAME Phone (Optional): SAME

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

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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*): _____

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*):

Historic City Hall

Please print:

Name: Britta Mansfield

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: _____ State: _____ Zip: _____

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

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CITY OF
West Linn

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Please specify topic (*required*): _____

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*):

Historic City Hall

Please print:

Name: Jim Mattis

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: Lake Oswego State: _____ Zip: _____

Email (Optional): mattisj@comcast.net Phone (Optional): _____

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CITY OF
West Linn

Public Comment Form

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Please specify topic (*required*): Historic City Hall

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*):

Historic City Hall

Please print:

Name: Jody Carson

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: West Linn State: _____ Zip: _____

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

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

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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*): Thank You Mayor

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: Anthony Bracco

Phonetic spelling, if difficult to pronounce:

Address (Optional): 2716 Robinwood Wa

City: West Linn State: OR Zip: 97068

Email (Optional): anthonymbracco@yahoo.com Phone (Optional): 503-675-1722

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*): PARKINSON'S AWARENESS PROCLAMATION

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*):

PARKIN'S

Please print:

Name: KEVIN MANSFIELD

Phonetic spelling, if difficult to pronounce:

Address (Optional): 16343 NE RUSSELL STREET

City: PORTLAND State: ORE Zip: 97230

Email (Optional): ~~[illegible]~~ YANNA PARKIN@MSN.COM Phone (Optional): 503-276-0516

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.

The Economic Burden of Parkinson's Disease: Study Finds Annual Cost to Federal Government is $25 Billion, Double Previous Estimates

National Economic Burden of Parkinson's

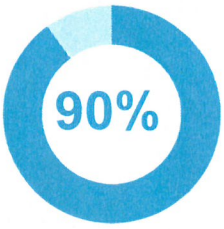
$52 Billion

Approximately 1 million people in the U.S. have Parkinson's, which costs the nation **$52 billion each year**. This includes a **direct medical cost of $25.4 billion**, with additional indirect and non-medical costs of **$26.5 billion.** It is estimated that more than **1.6 million** people in the United States will be impacted by Parkinson's disease by 2037, at an estimated economic burden of **$79 billion**.

The Direct Cost of PD to the Federal Government

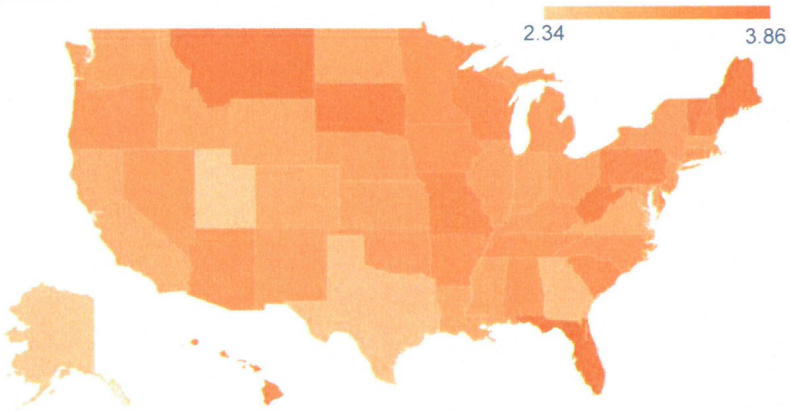
$25 Billion

$23 billion of the direct cost to the federal government is shouldered by Medicare, with an additional $2 billion attributable to SSI/SSDI.



Medicare insures 90% of people with Parkinson's. In 2017, only 7% of direct medical care costs were attributable to private insurance. The excess medical cost of PD for patients on Medicare is **$24,811 every year.**

Parkinson's Prevalence by State, per 1,000 People



For more information, contact policy@michaeljfox.org

Cost and Prevalence in Oregon

Oregon's population is
4,189,659 people
13,926 have Parkinson's

The direct and indirect costs to care for people with Parkinson's in Oregon is
$696 million

PD prevalence in Oregon:

3.32
Per 1,000 people

The federal government spends **$25 billion** every year to care for people with Parkinson's disease, and only **$234 million** researching the disease. It's time for the government to invest more to find a cure for Parkinson's.

THE MICHAEL J FOX FOUNDATION
FOR PARKINSON'S RESEARCH