May 06, 2021 7:00 pm City Council Meeting Audio/Video Teleconference

Willamette Activity Center Room 8 47674 School Street Oakridge OR, 97463

**REGULAR / WORK SESSION** 



- 1. CALL MEETING TO ORDER
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Additions, Corrections or Adjustments to the Agenda
- 5. Public Comment 30 Minutes

Individual speakers must be recognized by the presiding officer, provide their name and address, and will be allowed up to 3 minutes or less with Council approval. The Council will not engage in any discussion or make any decisions based public comment at this time. The Council may take comments under advisement for discussion and action at a future Council meeting. The Mayor may direct the City Administrator to follow up on comments received.

- 6. Mayor Comments / Announcements / Proclamation
- 7. Council Comments / Announcements
- 8. Consent Agenda
  - 8.1 Approval of minutes from March 18 & 24; April 8 & 15
- 9. Business from the City Council
  - 9.1 CIS Proposed Volunteer Forms
- 10. Business from the City Administrator
  - 10.1 ODOT Rest Area Construction Contract Termination
  - 10.2 ODOT Rest Area Maintenance Contract
  - 10.3 IFA Study Extension
- 11. Reports of Boards, Commissions and Committees
  - 11.1 Audit Committee
    - 11.1.1 City Auditor
- 12. Items Removed from the Consent Agenda
- 13. Ordinances, Resolutions and Public Comments
  - 13.1 Supplemental Budget
- 14. Public Hearings
- 15. Appointments
  - 15.1 Library Board Reappointment
  - 15.2 Oakridge Economic Development Advisory Committee
  - 15.3 Parks and Community Services Committee
- 16. Public Comment
- 17. Adjourn

This will be a remote participation meeting. Citizens have four ways of attending and commenting:

- 1. Use your computer, tablet or smartphone and go to: https://us02web.zoom.us/j/3664311610, meeting ID: 3664311610.
- 2. Use your telephone and dial: +1 669 900 9128. Meeting ID: 366 431 1610.
- 3. Send comments by email to: <a href="mailto:cityadministrator@ci.oakridge.or.us">cityadministrator@ci.oakridge.or.us</a> by 2pm the day of the meeting.
- 4. It is discouraged due to COVID precautions, but citizens may can attend in person at the Willamette Activity Center, Room 8. There will be an audio and video feed.

Detailed instructions are available at City Hall, on the city website, and the city Facebook page.

Accommodation for Physical Impairments: In order to accommodate persons with physical impairments, please notify the City of any special physical or language accommodations you may require as far in advance of the meeting as possible. To make arrangements, Contact City Hall at 541-782-2258. For the hearing impaired, the City's TTD Number is 541-782-4232.



City Council Meeting (Via Zoom)
Willamette Activity Center Room 8
47674 School Street+
7:00 p.m.

# **MINUTES**

# 1. CALL MEETING TO ORDER- 7:00 pm

Council Present: Mayor Kathy Holston, Councilors Bobbie Whitney Dawn Kinyon, Michele Coker, Melissa Bjarnson,

Audy Spliethof and Chrissy Hollett

Staff Present: City Administrator Bryan Cutchen, Finance Director Eric Kytola, Police Chief Kevin Martin and City

**Recorder Jackie Sims** 

- 2. Pledge of Allegiance
- 3. Roll Call All council present
- 4. Additions, corrections or adjustments to the agenda- None
- 5. Public Comment

<u>Stephan Ball 76482 Cedar Street</u>- wanted to speak in favor of Bryan's contract, he is impressed with the website and how easily complaint forms are to obtain. He thanked Bryan for his attention to fiscal responsibly and for his leadership during Covid, he also thanked the Mayor for her leadership as well during Covid.

<u>Trudy Hammond 47752 Berry Street</u>- She would like to set up a PO Box for people who don't have an address. Thanked the police department for monitoring Willamette way while she continues to work on a property there.

# 6. Mayor Comments / Announcements / Proclamations

<u>Mayor Holston-</u>bike stations are being installed at Greenwaters Park and the Westfir Portal, this is a joint effort, and meetings will be starting soon. She is proud of the community and efforts at the disc golf course and the community gardens.

#### 7. Council Comments / Announcements- None

# 8. Consent Agenda

8.1 Approval of minutes from March 4, 2021

Motion: Councilor Whitney moved to approve the consent agenda. Councilor Coker seconded the motion.

Bjarnson (aye), Whitney (aye), Coker (aye), Hollett (aye), Spliethof (aye), Kinyon (aye), Mayor Holston (aye). Motion carried 7-0

# 9. Business from the City Council

### 9.1 Volunteer Form Way Ahead- Councilor Spliethof

<u>Councilor Spliethof</u>- he knows our lawyers have told us to wait for CIS to come in and review the form but we are lacking on memberships for our committees. There should be two volunteer forms to fill out, one as a volunteer worker where something could happen and one for say the planning commission. Having volunteers sign the liability form is deterring people from applying.

<u>Mayor Holston-</u> called point of order, the council needs to decide if they wish to bring this up again to consider because we have brought this up once and established direction. It is up to the council to decide if they want to take this on again. We are still waiting on input from CIS.

<u>Councilor Whitney</u>- she would like to wait until we have information back from the attorney, she is not ready to make a decision tonight. She thought we could still use the current form until we received information saying otherwise.

Councilor Bjarnson- she agrees with Councilor Whitney, we should wait to hear from CIS.

<u>Councilor Kinyon</u>- she also agrees with Councilor Whitney, she would like to see the information from CIS, but she'd also like to know what the update is on that. What is the timeline?

<u>Bryan</u>- he has an update on the CIS HR review and general which includes the volunteer program, the representative that will review this is booked through April so it will be a while, we are looking at mid-summer.

<u>Councilor Hollett-</u> can we just move this up sooner, waiting until summer to fill committees is definitely not in the best interest. Could we just ask CIS if we can have a working and non-working volunteer form?

Councilor Coker- she wants to wait to hear from CIS so we don't make a mistake and do something we shouldn't.

<u>Mayor Holston</u>- she reminded everyone that our form is still in place, people in the past and in the present can still apply. We had one individual who didn't like it and based on that we decided to review it, but that hasn't prevented anyone else from applying. Bryan is there any way that we can push this at all?

Bryan- she seemed very busy and this is a gratuitous service so he doesn't want to push. He will talk to them though.

# 9.2 Charter Review Timeline- Councilor Kinyon

<u>Councilor Kinyon</u>- discussed the how the Admin Committee came up with the timeline for the charter review process. Each committee member has their own assignment.

<u>Mayor Holston-</u> the original charge was to put together a proposal to council as to what the charter review would be and that is what you have brought to us. Council can take time to review this and we can bring it back for approval.

<u>Councilor Kinyon-</u> explained how they came up with the timeline that is proposed.

Mayor Holston- asked will they be looking for attorney review periodically or waiting until they have a draft.

<u>Councilor Kinyon-</u> they didn't discuss that, but she thinks the way to go would to be wait until they have it complete to save time and money.

<u>Mayor Holston-</u> are you going to reach out to former councilors and mayors who have had experience with running up against challenges of the charter?

<u>Councilor Whitney-</u> she thinks the attorney review needs to happen before it is complete and she thinks they need to reach out to others who have had to deal with the charter.

Councilor Kinyon- (poor connection) we should check in with the attorney sooner rather than later?

Councilor Whitney- yes, she was thinking a couple different times to lessen conflict and legalities.

Councilor Kinyon- maybe it will be helpful to check in with the city council along the way.

Mayor Holston-we will put this on the next meeting's agenda.

# 10. Business from the City Administrator

10.1 City Administrator Update

<u>Bryan</u>- we put in an application for a grant to get generators to power the lift station out at Greenwaters and also to power the fire department which will be our incident command center if anything goes down. It looks good we got a request for information for the grant out at Greenwaters.

We fully executed the CARES Act Funding, and been reimbursed for every expenditure we filed.

We are considering submitting for a Travel Oregon Grant for signage and way finding.

We are working with FEMA to get the 50% funding for the vaccine clinics. It is a priority for the Biden administration. We get 50% up front and then you validate the expenses and the for last 50% you provide documentation for reimbursement.

Still waiting on a response for the Assistance to Fire Fighters Grant.

Biomass project is still progressing, Grace might have some words later on.

We are pursuing funding for RARE participant for another year, Grace's term expires at the end of July.

Garden Street and Berry Street are on schedule for this summer.

Eric is working on bettering the online utility payments, we had some complaints from citizens.

Still on track for extending utilities on Kokanee, he has some concern about our grader, it is an old and showing signs of wear.

We are getting more PPE from Business Oregon to pass out to local businesses who need some.

The auditor RFP is out with a suspense date of April 9<sup>th</sup>, once that is done we will put a committee together to go over the packets.

The FLAP Grant looks good for this year. We are focused on sidewalk infill from the North side of Hwy 58 east and west of Crestview.

Junk Amnesty begins on April 1st, it is open from 8:00 am until 3:00 pm seven days a week, closed for lunch.

Yard debris drop off is open the first Saturday of the month, thanks to Robert Stewart for volunteering.

Vaccine clinic this Saturday, it is the second dose for the Moderna vaccine and the next weekend is the second vaccine for the Pfizer vaccine.

Councilor Whitney- asked about the RFP for the engineer and asked about the ARPA Grant.

Mayor Holston- we set a deadline for June 1st to have the Engineer RFP out.

Bryan- explained what the ARPA Grant is.

<u>Councilor Hollett-</u> asked about Junk Amnesty, we took it out of the budget the year before, what budget does that come out of so we can afford to do that? She thanked Bryan for his thorough report.

Bryan- explained how Junk Amnesty works now, it is a drop off site.

#### 10.1.1 Strategic Plan Scorecard

Bryan- gave a report on how we are doing on the Strategic Plan Scorecard.

10.2 Finance Director Update

Bryan- Eric is not in attendance tonight.

10.2.1 February Financial Report

Bryan- the February finance report was included, if you have questions reach out to Eric or he might be able to answer.

10.3 Economic Development Update

**Grace**- gave an Economic Development Update

10.4 Police Update

Chief Martin- gave the police update, we have three reserves in the testing phase right now. Chief, Mikal and volunteers have been helping out with the vaccine clinics. They have had a lot of mental health crisis lately, almost daily.

10.5 Fire Department Update

Bryan- gave the fire report, they have had a great turnout during the vaccine clinics.

10.6 Public Works/Community Services Update

Bryan- gave public works report

- 11. Reports of Boards, Commissions and Committees-none
- 12. Items Removed from the Consent Agenda-none
- 13. Ordinances, Resolutions and Public Comments
  - 13.1 First reading of the Transportation and Growth Management Resolution

Bryan- read the issue

Bryan read Ordinance 03-2021

Councilor Whitney-she likes this idea and the idea that there is no fiscal impact.

<u>Councilor Kinyon-</u>will they be looking at the codes for transportation on Hills Street?

<u>Grace-</u> if you all support this program there will be time to review the specifics before accepting.

Councilor Whitney- are we going to work with the Chamber on this since they are working on housing?

<u>Mayor Holston-</u> this actually came out of that committee, in the process of looking at this Grace identified the opportunity that is built in the State of Oregon agencies and brought it to them.

There was discussion on whether or not the council needs to suspend the rules for this motion.

**Motion:** Councilor Whitney moved to adopt Resolution 03-2021, a Resolution supporting the City of Oakridge Code Assistance Application. Councilor Coker seconded the motion.

Hollett (aye), Kinyon (aye), Coker (aye), Mayor Holston (aye), Bjarnson (aye), Spliethof (aye), Whitney (aye). Motion carried 7-0

| 14. Public nearings- None | 14. | Public Hearings | - None |
|---------------------------|-----|-----------------|--------|
|---------------------------|-----|-----------------|--------|

# 15. Appointments-none

#### 16. Public Comment-

Councilor Spliethof- wants it read into the record that he sent a document out to all of the councilors and Mayor on procedures.

Mayor Holston- that should have been brought up during council business. We will do this at the next meeting.

<u>Joy Kingsbury 47726 Fairy Glen-</u> Bryan works very hard and encourages council to work with him, the council should get acquainted with Bryan.

<u>Trudy Hammond 47752 Berry Street</u>-recommends Chris Eyre's from Trillium Health to help with the mental health crisis.

| 17.     | Adjourn-8:42 p.m.          |  |
|---------|----------------------------|--|
| Signed: |                            |  |
|         | Kathy Holston, Mayor       |  |
| Signed: |                            |  |
|         | Jackie Sims. City Recorder |  |



Special/Executive Session City Council Meeting (Via Zoom)
Willamette Activity Center Room 8
47674 School Street
6:00 p.m.

# **MINUTES**

# 1. CALL MEETING TO ORDER- 6:00 pm

Council Present: Mayor Kathy Holston, Councilors Bobbie Whitney Dawn Kinyon, Michele Coker, Melissa Bjarnson,

Audy Spliethof and Chrissy Hollett

Staff Present: City Administrator Bryan Cutchen, Finance Director Eric Kytola, Police Chief Kevin Martin, City

**Recorder Jackie Sims** 

#### 2. Pledge of Allegiance

# 3. Roll Call – All council present

Mayor Holston- read two letters from citizens in favor of renewing Bryan's contract.

\*\*\*Begin Executive Session\*\*\* 6:07 p.m.

ORS 192.660(2) (a) to consider the employment of a public officer, employee, staff member or individual agent.

\*\*\*End Executive Session\*\*\* 6:53 p.m.

### Business from Executive Session

**Motion:** Councilor Kinyon moved to approve the contract amendment option #2 with our City Administrator. Councilor Coker seconded the motion.

<u>Councilor Whitney</u>-friendly amendment, she would like it stated that we are extending his current contract with an addendum of the amendment which includes extending the contract for one year with an additional one year renewal.

<u>Councilor Kinyon</u>- that seems quite wordy, she doesn't think it is necessary to be in the motion, all of that information is in the contract.

<u>Councilor Whitney-</u> she thought it would be important so the people would know what we are doing and it goes along with the wording of what the attorney would say.

<u>Councilor Kinyon-accepted the friendly amendment if she can put it into a motion.</u>

**Amended motion:** Councilor Whitney moved to extend the contract with the addendum of amendment which extends the contract for one year with an additional one year renewal.

Mayor Holston (aye), Whitney (aye), Coker (aye), Spliethof (aye), Bjarnson (aye), Kinyon (aye), Hollett (aye). Motion carried 7-0

<u>Mayor Holston-</u> the Oakridge City Council wishes to publicly support the City Administrator Bryan Cutchen and acknowledge the work that has been accomplished in the last two years.

# **5.** Business from City Council

#### 5.1 CA Evaluation Process

<u>Mayor Holston</u>- we have recognized that there are some processes that need to be continued. What would we like to do for the evaluation this year?

<u>Councilor Kinyon-</u> we should start the evaluation process now for the annual review. We already have a process that we use and everyone should have that.

<u>Mayor Holston</u>- do we want to do the full process where we get evaluations from employees or do we want to do a limited process. In our process we did not include what is known as the follow up, that is really important.

<u>Councilor Hollett-</u> she would prefer holding off on doing the evaluation since we are coming into budget season. She is thinking maybe we could do this in May.

<u>Councilor Whitney</u>- she would like to see a full evaluation including staff and the interns such as Grace, she wants a fair evaluation. She agrees with waiting until May also, the budget is going to take a lot of our time and it is going to be a tough one and she doesn't want to see that come through in evaluation.

<u>Mayor Holston</u>-asked the council how they feel about waiting on the evaluation process until after the budget season. The consensus was to wait until May after budget season.

Mayor Holston- she will send out the evaluation forms.

| 6.      | Public Comment             |
|---------|----------------------------|
| 7.      | Adjourn 7:09 p.m.          |
| Signed: |                            |
|         | Kathy Holston, Mayor       |
| Signed: |                            |
|         | Jackie Sims, City Recorder |



Special/Executive Session City Council Meeting (Via Zoom)
Willamette Activity Center Room 8
47674 School Street
5:00 p.m.

# **MINUTES**

| 1.       | CALL MEETING TO  | ORDER- 6:00 pm  |  |  |  |
|----------|--|---|--|--|--|
| Council  | Present:   | Mayor Kathy Holston, Councilors, Dawn Kinyon, Michele Coker, Audy Spliethof         |  |  |  |
| Staff Pr | esent:   | City Administrator Bryan Cutchen, City Recorder Jackie Sims                         |  |  |  |
| 2.       | Pledge of Allegian   | ice   |  |  |  |
| 3.       | Roll Call – Councilors Whitney, Hollett and Bjarnson were absent |   |  |  |  |
|          | ***Begin Executiv  | e Session*** 5:06 p.m.  |  |  |  |
| ORS 192  | 2.660(2) (a) to consid   | der the employment of a public officer, employee, staff member or individual agent. |  |  |  |
|          | ***End Executive   | Session*** 5:41 p.m.  |  |  |  |
| 4.       | Business from Exe  | cutive Session-None   |  |  |  |
| 6.       | Public Comment-N   | None  |  |  |  |
| 7.       | Adjourn 5:41 p.m.  |   |  |  |  |
| Signed:  |  |   |  |  |  |
|          | Kathy Holston, Ma  | ayor  |  |  |  |
| Signed:  | Jackie Sims, City Red  | corder  |  |  |  |
|          |  |   |  |  |  |



City Council Meeting (Via Zoom)
Willamette Activity Center Room 8
47674 School Street+
7:00 p.m.

# **MINUTES**

# 1. CALL MEETING TO ORDER- 7:01 pm

Council Present: Mayor Holston, Councilors Bobbie Whitney Dawn Kinyon, Michele Coker, Melissa Bjarnson, Audy

Spliethof and Chrissy Hollett

Staff Present: City Administrator Bryan Cutchen, Finance Director Eric Kytola, Police Chief Kevin Martin and City

**Recorder Jackie Sims** 

2. Pledge of Allegiance

3. Roll Call – All present

4. Additions, corrections or adjustments to the agenda

Mayor Holston- move 15.1 up on the agenda to do after 8.1

Bryan- added 10.1.4 to review the CIS volunteer forms

# 5. Public Comment

<u>Sarah Altemus-Pope 48121 Commercial St-</u> on May 3<sup>rd</sup> at 5:00 the Southern Willamette Forest Collaborative will host a community meeting at Greenwaters Park for Greenwaters Trails System. They will try to host a guided tour at this event.

<u>Dan Barclay</u> – read a statement regarding the Public Safety Levy and the proposed budget.

<u>Councilor Bjarnson</u>- asked Dan to send her a copy of the information.

# 6. Mayor Comments / Announcements / Proclamations

<u>Mayor Holston</u>- Budget committee meeting dates are April 29<sup>th</sup>, May 5, 12, 19 and May 25<sup>th</sup> will be the formal Public Hearing and City presentation.

# 7. Council Comments / Announcements

<u>Councilor Kinyon</u>- proposed to have on a future agenda paying back money to citizens that they paid on water bill increase in the past.

<u>Mayor Holston</u> -asked for a consensus of the council whether or not to add to this a future agenda.

<u>Councilor Whitney</u>-she would prefer to have more information before they make a decision, she does not agree. There is not enough information, we need to look at the fees and see if they were applied correctly.

<u>Councilor Hollett</u>-she wants to add this, the reason is she was a councilor when they added the increase and some of the information was not true and it was illegal to do.

Mayor Holston- this will take some time and Councilor Kinyon should work with Bryan to gather information.

Bryan- he will add this to his list.

#### 8. Consent Agenda

8.1 Approval of minutes from April 1, 2021

Motion: Councilor Whitney moved to approve the consent agenda. Councilor Kinyon seconded the motion.

Hollett (aye), Bjarnson (aye), Whitney (aye) Spliethof (aye), Mayor Holston (aye), Coker (aye), Kinyon (aye). Motion carried 7-0

#### 9. Business from the City Council

9.1 Parliamentarian Rules on Debate- Councilor Spliethof

Bryan- read the issue.

<u>Councilor Spliethof-</u> it is hard when you are talking about a subject and you get interrupted.

<u>Councilor Whitney</u>- the presiding officer's job is to keep control of the meetings and keep the flow of the meeting. She doesn't want to lose the ability to have discussions, her feeling is this is to be hammer to the Mayor, she really hopes this is not the intent of this discussion.

Councilor Bjarnson- she disagrees, the Mayor should not butt in when someone has the floor. She likes not having to be so formal.

Councilor Kinyon- she has been interrupted several times by our Chair.

There was discussion on how the word "shall" should be interpreted.

<u>Councilor Hollett-</u> she thinks we all need to be respectful; she has been interrupted a lot and it's frustrating and she feels the tension. She does respect the Mayors job running the meetings.

<u>Mayor Holston</u>- she agrees with what has been said. There have been times when we've all found ourselves to be heated. Maybe we should consider a time limit that you have the floor. Get your thoughts in order, some councilors repeat their thoughts over and over. She would ask for some grace when doing Zoom meetings, she can't always hear and see everyone. We have had some debates that have been very alarming having not been privy to conversations which happened outside council meetings. We should review the Mastering Council Meetings publication.

Councilor Spliethof-we need to make sure when the chair gives you the floor you should say "I relinquish the floor" to the chair when you are done.

# 10. Business from the City Administrator

10.1 City Administrator Update

10.1.1 Disc Golf Tournament Date Change from July 24th to July 31st

<u>Bryan</u>- they just need to change for the tournament to July 31<sup>st</sup>, it was previously approved for July 24<sup>th</sup> by the council, no vote needed.

#### 10.1.2 TMDL Mitigation Plan Adoption

Bryan-read the issue.

Councilor Spliethof- we did have mercury in the settlement pond, do you know how much is in there?

<u>Bryan-</u>if you read the packet the majority of the mercury is airborne, the rain will bring it down. He will look for the study that was done previously.

<u>Mayor Holston-</u> we had discussions on this, DEQ said we didn't need to put up a fence or put signs up because then we could be sued. We did plant trees but then there was a fire, elk got to them and they got ran over. This is an important thing for the community.

*Motion:* Councilor Hollett moved to adopt the current 2019-2024 City of Oakridge TMDL Implementation Plan. Councilor Whitney seconded the motion.

Coker (aye), Mayor Holston (aye), Bjarnson (aye), Kinyon (aye), Spliethof (aye), Whitney (aye), Hollett (aye). Motion carried 7-0.

#### 10.1.3 City Property Rentals

#### 10.1.3.1 Firewise Event

<u>Sarah Altemus-Pope</u>- this is still in the planning stages, this is to tell folks about Firewise. Masks will be required and they will socially distance and follow Covid guidelines.

**Motion:** Councilor Whitney moved to approve the Firewise fee waiver for us of Greenwaters Amphitheater and Community building May 21st, 2021. Councilor Kinyon seconded the motion.

Mayor Holston (aye), Hollett (aye), Coker (aye), Spliethof (aye), Whitney (aye), Bjarnson (aye), Kinyon (aye). Motion carried 7-0.

#### 10.1.3.1 Gravel Grinder

**Motion:** Councilor Whitney moved to approve the Alcohol permit for the Gravel Grinder event on June 24<sup>th,</sup> 2021 from 5-8 pm and they must follow all Covid restriction guidelines. Councilor Coker seconded the motion.

Mayor Holston (aye), Hollett (aye), Coker (aye), Spliethof (aye), Whitney (aye), Bjarnson (aye), Kinyon (aye). Motion carried 7-0

### 10.2 Finance Director Update

Councilor Kinyon- when and how will we review spending the stimulus money for Oakridge?

Bryan-he is waiting for the details and funding but it will be a governing body decision on how it is allocated.

Councilor Kinyon- she thought we had some changes to the emergency plan draft and then Bryan was going to bring it back.

<u>Bryan</u>- an intern reviewed the plan and made some recommended changes.

<u>Mayor Holston</u>- she wants to schedule this summer to go over what happens in an emergency, she would like to have a work session on this.

<u>Councilor Whitney</u>- that is a fantastic idea, we learned a lot from Snowmaggedon, it was a learning experience and getting information out was challenging.

Sarah- we will dabble into this at the Firewise event.

Mayor Holston- would like the Public Safety Committee to take this on, make a plan for a town hall meeting.

Councilor Coker-she has already added this for discussion at their next meeting.

10.1.4 CIS Proposed Volunteer Forms

Bryan-read the issue.

Councilor Kinyon- would like to table this until the next meeting, she needs time to digest this information.

10.2.1 March Financial Report

Bryan- due to time constraints tonight he will have his staff put their reports in writing.

10.3 Economic Development Update

Grace- gave an update on the Economic Development.

10.4 Police Update

<u>Chief Martin</u> -will provide a written report. He did want to add that there have been a lot of cougar sightings in Oakridge, one got hit and there is a mama and her babies out around town.

10.5 Fire Department Update

Written report

10.6 Public Works/Community Services Update

Written report

- 11. Reports of Boards, Commissions and Committees-None
- 12. Items Removed from the Consent Agenda-none
- 13. Ordinances, Resolutions and Public Comments-none
- 14. Public Hearings- None
- 15. Appointments

15.1 Budget Committee Appointment

Bryan- read the issue

Brenna Chrisman- introduced herself. She does the inventory/supply budget at Orchid Health.

Councilor Whitney-asked if she has logged in to any of the budget meetings?

Brenna- yes, she has.

<u>Councilor Kinyon-</u> she thought Bryan said he took the advertisement off the website.

 $\underline{\text{Mayor Holston}}\text{-} \text{ if we have an open position, we can't say we aren't taking applications.}$ 

There was discussion about having a cut off time for applications for the budget committee.

Bryan- he will put the post back up to allow applications.

**Motion:** Councilor Coker moved to appoint Ms. Chrisman to serve on the Oakridge Budget Committee for a term of three years. Councilor Whitney seconded the motion.

Whitney (aye), Hollett (aye), Spliethof (aye), Bjarnson (aye), Kinyon (aye), Mayor Holston (aye), Coker (aye). Motion carried 6-0

<u>Councilor Hollett</u>- can we change the appointments to the beginning of the agenda from now on so applicants do not have to wait.

<u>Mayor Holston</u>- the agenda order is in our Council Rules of Procedure, but there is no reason that when we have appointments you can ask at the beginning of the meeting to move it up until we change the council rules.

# 16. Public Comment

Trudy Hammond 47752 Berry St- asked if the public can have input when going over the policies and procedures.

| 17.     | Adjourn-9:05 p.m.          |
|---------|----------------------------|
| Signed: |                            |
|         | Kathy Holston, Mayor       |
| Signed: | Jackie Sims. City Recorder |

# **Business of the City Council**

City of Oakridge, Oregon May 06, 2020

Agenda Title: CIS Proposed Volunteer Agenda Item No: 9.1

Forms

**Exhibits: (1) Application** 

(2) Waiver

**Proposed Council Action: Motion from the** 

floor to adopt template forms.

Agenda Bill Author: Bryan Cutchen City Administrator: Bryan Cutchen

ISSUE: The city council requested to be provided template forms recommended by CIS.

**FISCAL IMPACT: None** 

**OPTIONS:** (1) Adopt the template forms for use.

(2) Do not adopt the forms.

**RECOMMENDATION: Staff recommends option 1.** 

RECOMMENDED MOTION: I move we adopt the form templates for use by the city.

# City of Oakridge Volunteer Application

| Contact Information                             |  |
|---|--|
| Name  |  |
| (Include any names you have                     |  |
| worked, volunteered, or attended school under.) |  |
| attended serioor under.)                        |  |
| Street Address                                  |  |
|   |  |
| Mailing Address                                 |  |
| City/State/Zip Code                             |  |
| City/State/Zip Code                             |  |
| Daytime Phone                                   |  |
|   |  |
| Evening Phone                                   |  |
| Which phone may we use to                       |  |
| contact you?                                    |  |
| E-Mail Address                                  |  |
|   |  |
| Emergency Contact                               |  |
| (Include name and two phone numbers.)           |  |
| Turnocis.)                                      |  |
| Assignment Professores (V                       | Which valuntaer assignments most interest valua)                           |
| Assignment Preference (v                        | Which volunteer assignments most interest you?)                            |
|   |  |
|   |  |
|   |  |
|   |  |
| Availability (days and times                    | s you are usually able to volunteer)                                       |
|   | ,  |
|   |  |
|   |  |
|   |  |
| Date you are available to start?                |  |
|   |  |
| Are you over 18?                                | Yes No   |
|   | er positions require a minimum age; this is only used to match appropriate |
| volunteer positions.                            | . , , , , , , , , , , , , , , , , , , ,                                    |

| Education                                |        |
|--|--------|
| Last year of school completed            |        |
| High School Diploma/GED                  | Yes No |
| Secondary Training                       |        |
| College Degree/Major                     |        |
| Currently in school? If so, school name? |        |
| Certifications or licenses?              |        |
| Prior Civic/Volunteer Activities         |        |
| Employment                               |        |
| Current Employer                         |        |
| Type of business                         |        |
| Your Job Title                           |        |
| General Duties                           |        |
| Supervisor's Name                        | Phone  |
| <u> </u>                                 |        |
| Special Skills, Training, or Knowledge   |        |
|  |        |
|  |        |
|  |        |
|  |        |
| References (Personal or Professional)    |        |
| Name                                     | Phone  |
| Name                                     | Phone  |
| Name                                     | Phone  |

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# **Agreement and Signature**

I understand that I may be required to verify any and all information given on this application.

I certify that all the information provided in this application is true and accurate and I have not withheld any information relative to my application. I understand that any misrepresentation or omission, as well as any misleading statements or omissions of application information, attachments, or supporting documents may result in denial of volunteering, or immediate termination of a volunteer assignment.

I understand that an in-depth background check may be conducted prior to volunteering with city of Oakridge This may include, but is not limited to, a Criminal History check, a DMV check, education and certification verification. (You will be contacted again if an in-depth background check is utilized.)

I authorize representatives of city of Oakridge to contact the employers and references listed in this application (or otherwise provided by me), and any other person as developed through these contacts in order to determine my suitability for volunteering. I understand that as the process progresses I may be required to provide additional information in order that a thorough background check can be completed. I understand and agree that, if assigned to a volunteer position, my volunteer relationship with city of Oakridge is for no definite period and the relationship may be terminated at any time and without prior notice by either party.

| Name (printed) |  |
|----------------|--|
| Signature      |  |
| Date           |  |

# **Our Policy**

It is the policy of city of Oakridge to fill volunteer vacancies with the most qualified applicants. Volunteer applicants will be considered on an equal basis for all positions without regard to age, disability, race, color, national origin, sex, sexual orientation, veteran status, military status, association with members of a protected class, or any other protected class or work relationship recognized by Oregon or federal law.

Thank you for completing this application form and for your interest in volunteering with us!



# **REQUIRED FOR ALL MINORS:**

# PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

| l,                                      | , as parent or legal guardian hereby grant  |  |  |  |  |
|---|---|--|--|--|--|
| permission for                          | to do volunteer work for city of Oakridge   |  |  |  |  |
| In the event of an emergency, accident, | or illness, I authorize city of Oakridge and its employees to   |  |  |  |  |
| administer emergency medical care to n  | ny child and/or, if deemed necessary, to secure emergency   |  |  |  |  |
| •                                       | nd incur expenses for which I will be responsible for payment. My signature below hat I have read, understand, and consent to this agreement. |  |  |  |  |
| Signature:                              | Date:   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |

# Volunteer Background Release Form Please Read Carefully

| Please PRINT  | legibly in INK and SIGN  | l form. Do                                 | not leave any lines bl                         | ank.                                |                                      |                 |                |
|---|--|--|--|-------------------------------------|--------------------------------------|-----------------|----------------|
| Last Name   |  | First<br>Name                              |  | Middle<br>Name                      |                                      |                 |                |
| Maiden<br>Name  |  |  | Other Aliases                                  |                                     |                                      |                 |                |
| Street<br>Address   |  |  | City/State/Zip                                 |                                     |                                      |                 |                |
| Phone<br>Number   |  |  | Date of Birth                                  |                                     |                                      |                 |                |
| Driver<br>License #   |  | State                                      |  | Expires                             |                                      |                 |                |
| crime as an a   | e states and/or countries y<br>dult or pled guilty to a crin<br>ch that conviction/those co  | ne as an ad                                | ult when you were und                          |                                     |                                      |                 |                |
|   |  |  |  |                                     |                                      |                 |                |
|   |  |  |  |                                     |                                      |                 |                |
| authorization volunteer work BY MY SIGN educational in military service • Emplo • Perso | ATURE BELOW I AUTH is valid for purposes of valid for purposes of valid for purposes of valid for purposes of valid for purposes.  IATURE BELOW I AUTH stitutions, law enforcement es and persons, to release open the purposes of the purposes. | verifying inf<br>HORIZE all<br>nt agencies | corporations, current, city, state, county, ar | nection w<br>employer<br>nd federal | rith an ap<br>s, former<br>courts an | plication emplo | on fo<br>oyers |
| <ul><li>Profes</li><li>Drivin</li></ul>   | ational Degrees<br>ssional Certifications or Lic<br>g Record<br>nal Background   | censes                                     |  |                                     |                                      |                 |                |
| <ul> <li>Chara</li> <li>Reference</li> </ul>  |  |  |  |                                     |                                      |                 |                |
|   | ration shall be valid in_/   | n original                                 | or copy form. This                             | authoriza                           | tion is v                            | alid            | until          |
| Signature:  |  |  | Date:  |                                     |                                      |                 |                |
|   |  |  |  |                                     |                                      |                 |                |



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3/30/2021

# City of Oakridge

# (type event / commission)

# **Volunteer Registration and Waiver Form**

| Assignment. | Site marrie. | Date. |
|-------------|--------------|-------|
|             |              |       |

This is a Release and Waiver of liability, Assumption of Risk and Indemnity Agreement ("Agreement").

- I make this Agreement for the benefit of City of Oakridge elected officials, employees, agents, personal representatives, volunteers (collectively, city of Oakridge).
- I make this Agreement in consideration of city of Oakridge providing me with the opportunity to participate as a volunteer in the above-described assignment.
- I accept full personal responsibility for all risks arising from or relating to this assignment.
- My participation as a volunteer, whether for this assignment or other volunteer tasks I accept
  from city of Oakridge is completely voluntary and I have neither received nor expect to receive
  any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures presented in
  conjunction with this assignment and to use my best judgment based upon my physical and
  mental abilities at all times, and to immediately terminate participation in this assignment or
  any other volunteer assignment I agree to undertake if activities become too strenuous,
  difficult, or hazardous for me. I am physically and mentally capable of participating in the
  Assignment described above without injuring myself in any manner.
- I agree to waive all liability of the City, hold them harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or part by my participation with the assignment.
- I further agree that, despite this Release and Waiver of liability, Assumption of Risk and Indemnity Agreement, if I or anyone on my behalf makes a claim against city of Oakridge, I will indemnify, save and hold harmless city of Oakridge from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that city of Oakridge may incur as a result of such action.
- If I use a personally owned vehicle in the course of my duties, I understand I am required to
  have automobile liability insurance in accordance with Oregon law. I understand I MUST
  possess a valid driver's license and that I will immediately inform of Oakridge if my driver's
  license is suspended or revoked, as well as adhere to any driving policies of the entity.
- I understand that a photographer may be present to photograph the activities at the
  assignment and that I may be photographed while participating in the assignment. I agree that
  I will contact the photographer if I do not wish to be photographed. I give city of Oakridge
  permission to use and publish photographs of me, or in which I may be included.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature.

| Printed Name | Signature | Date |
|--------------|-----------|------|
|              |           |      |
|              |           |      |

2/10/2021

# **REQUIRED FOR ALL MINORS:**

# PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

| I,                                | , as parent or legal guardian hereby grant permission           |
|-----------------------------------|---|
| for                               | _ to do volunteer work for city of Oakridge. In the event of an |
| emergency, accident, or illness,  | I authorize city of Oakridge and its employees to administer    |
| emergency medical care to my ch   | ild and/or, if deemed necessary, to secure emergency medical    |
| services and incur expenses for   | which I will be responsible for payment. My signature below     |
| hereby represents that I have rea | ad, understand, and consent to this agreement.                  |
| Signature:                        | Date:   |
|                                   |   |
|                                   |   |

Note: Complete a new form each year for volunteer service that continues into the next fiscal year, when volunteering for a different activity, or when volunteer duties change.

# **Business of the City Council**

City of Oakridge, Oregon May 06, 2020

Agenda Title: Termination Agreement Amendment No. 2 – ODOT N. 10194

Agenda Item No: 10.1

**Exhibits: (1) Amendment** 

**Proposed Council Action: Motion from the** 

floor to approve.

Agenda Bill Author: Bryan Cutchen City Administrator: Bryan Cutchen

ISSUE: This action will terminate the 1991 agreement with ODOT for construction/upgrade to the rest area at Greenwaters Park. The reason for this termination is: the Greenwaters Rest Area is constructed and operational. State and City will enter into a separate agreement for maintenance purposes.

FISCAL IMPACT: None.

**OPTIONS:** (1) Approve the termination agreement.

(2) Direct a revision to the agreement.

RECOMMENDATION: The staff recommends option (1).

RECOMMENDED MOTION: I move to approve amendment number 2 to contract number 10194, terminating the agreement.

A136-G0092418

# TERMINATION AGREEMENT AMENDMENT NUMBER 02 COOPERATIVE IMPROVEMENT AGREEMENT PRELIMINARY ENGINEERING AND CONSTRUCTION FINANCE

Greenwater Rest Area Lane County, City of Oakridge

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," **Lane County**, acting by and through its designated officials, hereinafter referred to as "County," and **City of Oakridge**, acting by and through its designated officials, hereinafter referred to as "City," entered into on October 10, 1990, and Amendment Number 01 on November 8, 1991.

It has now been determined by State, City and County that the Agreement referenced above shall be amended to terminate the agreement in its entirety.

The reason for this termination is: the Greenwater Rest Area is constructed and operational. State and City will enter into a separate agreement for maintenance purposes.

**1.** <u>Effective Date.</u> This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

# 2. Amendment to Agreement.

Agreement number 10194 with Lane County and City of Oakridge is hereby terminated in its entirety upon execution of this Termination Agreement.

- **3.** <u>Counterparts</u>. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- 4. <u>Original Agreement</u>. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. City and County certify that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

City of Oakridge/Lane County/ODOT Agreement No. 10194, Amendment No. 02

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

| <b>CITY OF OAKRIDGE</b> , by and through its designated officials                   | <b>STATE OF OREGON</b> , by and through its Department of Transportation   |
|---|--|
| By<br>Mayor   | By<br>Region 2 Manager   |
| Date  | Date   |
| LANE COUNTY, by and through its designated officials  By County Administrator  Date | State Contact: James Gamble, District 5 Manager 2080 Laura Street Springfield, Oregon 97477 (541) 744-8080 James.gamble@odot.state.or.us |
|   | County Contact:  |

# **City Contact:**

Bryan Cutchen, City Administrator City of Oakridge PO Box 1410 Oakridge, Oregon 97463 (541) 782-2258 cityadministrator@ci.oakridge.or.us Steve Mokrohisky
Lane County Administrator
125 East 8<sup>th</sup> Avenue
Eugene, Oregon 97401
(541) 682-4203
countyadministrator@lanecountyor.gov

# **Business of the City Council**

City of Oakridge, Oregon *May 06, 2020* 

Agenda Title: Greenwaters Park Rest Area

Maintenance Agreement No. 33960

Agenda Item No: 10.2

Exhibits: (1) Agreement

**Proposed Council Action: Motion from the** 

floor to approve.

Agenda Bill Author: Bryan Cutchen City Administrator: Bryan Cutchen

ISSUE: By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

ODOT agrees to pay the city an annual lump sum payment of \$10,000 to maintain and operate the Greenwaters Park Rest Area.

The city attorney has reviewed the contract.

FISCAL IMPACT: \$10,000 annually.

**OPTIONS:** (1) Approve the agreement.

(2) Direct a revision to the agreement.

**RECOMMENDATION:** The staff recommends option (1).

RECOMMENDED MOTION: I move to approve agreement No. 33960 with Oregon Department of Transportation for the operation and maintenance of Greenwaters Rest Area.

# **INTERGOVERNMENTAL AGREEMENT Greenwater Park Rest Area Maintenance**

City of Oakridge

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF OAKRIDGE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

# **RECITALS**

- 1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
- 2. Agency owns and operates Greenwater Park Rest Area (Rest Area) adjacent to OR 58 on Agency owned property, as demonstrated on the attached Exhibit A.
- 3. On October 10, 1990 State, Agency and Lane County entered into Agreement No. 10194 for the construction of, and maintenance and operations for the Rest Area. Agreement was further amended by Amendment No. 1, effective November 8, 1991.
- 4. Agency has expressed a willingness to continue to allow motorists the use of the Rest Area for the purposes State has intended as rest areas.
- 5. State and Agency enter into this Agreement to continue the partnership established in Agreement No. 10194 by addressing continued maintenance and operations of the Rest Area.

# **DEFINITIONS**

- Maintenance is defined as maintenance required to operate the building functionally, safely, and in good working order, and includes the following duties: maintaining the building, access road, parking area and grounds in as built condition. This includes electrical, plumbing and building maintenance such as roofing, painting, flooring and landscaping.
- 2. Operations is defined as Daily requirements needed for custodial and janitorial services to operate a rest area safely, and includes the following: day to day operation of the facility. The duties include janitorial, garbage service, facility bills, landscaping and the daily operation of inspecting and monitoring the facility

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

# **TERMS OF AGREEMENT**

- Upon signatures by both Parties and acquisition of all approvals required by law, this Agreement shall become effective and replace Agreement No. 10194, and its subsequent amendment, in their entirety. Agreement No. 10194 shall terminate on the date this Agreement is fully executed, and all legal approvals have been obtained.
- 2. Under such authority, State and Agency agree to Agency performing maintenance and operations, as defined in Definitions above, for the Rest Area which is to be used by motorists as a rest opportunity, as described in this Agreement. In consideration for use of the Rest Area, State will contribute to Agency a maximum amount not to exceed \$10,000 per state fiscal year in state funds to help cover costs of maintenance and operations.
- 3. This Agreement shall become effective on the date all required signatures are obtained and shall terminate on June 30, 2029 unless extended by a fully executed amendment.

# **AGENCY OBLIGATIONS**

- 1. Agency will allow motorist to use the Rest Area 24 hours per day, seven days per week at no charge to motorists.
- 2. Agency shall keep accurate cost accounting records. Agency shall prepare and submit yearly itemized, invoices for maintenance and operations of the Rest Area facility only directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Rest Area, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's contributions exceed \$10,000 per state fiscal year, including all expenses. Travel expenses will not be reimbursed.
- 3. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 4. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including,

City of Oakridge/ODOT Agreement No. 33960

but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

- 5. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS <u>656.017</u> and provide the required Workers' Compensation coverage unless such employers are exempt under ORS <u>656.126</u>. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
- 6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
- 7. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
- 8. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
- 9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency,

- under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
- 10. Agency's contact for this Agreement is Bryan Cutchen City Administrator, City of Oakridge, P.O. Box 1410, Oakridge, Oregon 97463; telephone: (541) 782-2258; email: cityadministrator@ci.oakridge.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

# STATE OBLIGATIONS

- 1. In consideration for the services performed, State agrees to pay Agency a lump sum maximum amount of \$10,000.00 per State Fiscal Year upon receipt of invoice from Agency. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
- 2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- 3. State's Project Manager for this Project is James Gamble District 5 Manager, 2080 Laura Street Springfield, Oregon. 97477; telephone: (541) 744-8080; email: <a href="mailto:James.GAMBLE@odot.state.or.us">James.GAMBLE@odot.state.or.us</a>, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

# **GENERAL PROVISIONS**

- 1. This Agreement may be terminated by mutual written consent of both Parties.
- State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

City of Oakridge/ODOT Agreement No. 33960

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- 3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the

City of Oakridge/ODOT Agreement No. 33960

same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 8. With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.
- 9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page Follows

| <b>CITY OF OAKRIDGE</b> , by and through its designated officials   | STATE OF OREGON, by and through its Department of Transportation     |
|---|--|
| By<br>Title:  | By<br>Region 2 Manager   |
| Date  | Date   |
| By Title: Date  | APPROVAL RECOMMENDED  By Region 2 Maintenance and Operations Manager |
| LEGAL REVIEW APPROVAL (If required in Agency's process)   | Date   |
| By<br>Agency's Counsel  | By District 5 Manager  Date  |
| Agency Contact: Bryan Cutchen, City Administrator   | APPROVED AS TO LEGAL<br>SUFFICIENCY                                  |
| City of Oakridge<br>P.O.Box 1410<br>Oakridge, Oregon 97463  | ByAssistant Attorney General   |
| (541) 782-2258 cityadministrator@ci.oakridge.or.us  | Date   |
| State Contact: James Gamble District 5 Manager 2080 Laura Street Springfield, Oregon 97477 (541) 744-8080 james.gamble@odot.state.or.us |  |

# EXHIBIT A Greenwater Rest Area



# **Business of the City Council**

City of Oakridge, Oregon *May 06, 2020* 

Agenda Title: Oregon Infrastructure Finance Authority Grant Contract

**Extension** 

**Proposed Council Action: Motion from the** 

floor to approve.

Agenda Item No: 10.3

Exhibits: (1) Amendment No. 2

Agenda Bill Author: Bryan Cutchen City Administrator: Bryan Cutchen

ISSUE: The purpose of this amendment is to extend current project completion date to 1 September 2021 to allow for Inflow and Infiltration Study to be completed.

FISCAL IMPACT: None.

**OPTIONS: (1) Approve the amendment.** 

(2) Direct a revision to the amendment.

RECOMMENDATION: The staff recommends option (1).

RECOMMENDED MOTION: I move to approve amendment to contract V18007, A-02.

# **Amendment Number 2**

**Project Name:** Sewer Inflow and Infiltration Study

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Oakridge, Oregon ("Recipient"), and amends the Grant Contract between Recipient and OBDD, Project Number V18007, dated 7 February 2018, (as amended, "Contract") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

**Recital:** The purpose of this amendment is to extend current project completion date to 1 September 2021 to allow for Inflow and Infiltration Study to be completed.

**The parties agree to:** Amend the following Key Term in Section 1 of the Contract as follows (deletion in strikethrough; addition in double underline):

"Project Completion Deadline" means 24 months after the date of this Contract no later than 7 February 2021 no later than 1 September 2021.

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



# STATE OF OREGON

acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department



CITY OF OAKRIDGE

| By:   |                                 | By:          |                             |  |
|-------|---------------------------------|--------------|-----------------------------|--|
| 23.   | Melisa Drugge, Manager          |              | The Honorable Kathy Holston |  |
|       | Regional Development            |              | Mayor of Oakridge           |  |
| D .   |                                 | D. (         |                             |  |
| Date: |                                 | Date:        |                             |  |
| APPF  | ROVED AS TO LEGAL SUFFICIENCY I | IN ACCORDANC | е wiтн <b>ORS 291.047:</b>  |  |
|       | Not required by OAR 137         | 7-045-0050   |                             |  |

## **Business of the City Council Committee**

City of Oakridge, Oregon *May 06, 2021* 

Agenda Title: City Auditor Review and

Decision

Agenda Item No: 11.1.1

**Exhibits: (1) Proposal** 

**Proposed Commission Action: A motion** 

from the floor.

Agenda Bill Author: Bryan Cutchen

ISSUE: The City of Oakridge published a Request for Qualification for a city auditor. One response was received, and the proposal was provided to the Audit Committee for review and recommendation.

FISCAL IMPACT: \$25,000.

OPTIONS: 1) Appoint Pauly, Rogers and Company as the city auditor.

2) Do not appoint Pauly, Rogers and Company as the city auditor.

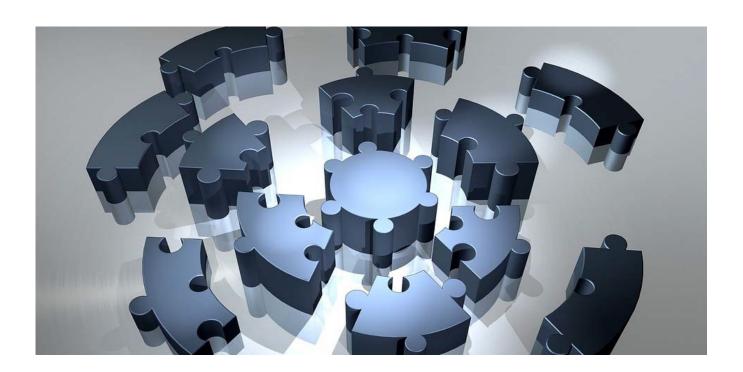
**RECOMMENDATION:** The staff recommends option 1.

#### **RECOMMENDED MOTION:**

I make a motion to appoint Pauly, Rogers and Company as the city auditor for the fiscal years ending June 30, 2021, 2022, 2023.

# PAULY, ROGERS AND CO., P.C. Certified Public Accountants

The Leaders in Oregon Municipal Auditing



Auditing Services Proposal for:

## City of Oakridge

April 9, 2021

Pauly, Rogers and Co., P.C. Roy Rogers, CPA 12700 SW 72nd Avenue Tigard, OR 97223 (503) 620-2632 (503) 684-7523 FAX royr@rascpas.com

## PAULY, ROGERS AND CO., P.C. Certified Public Accountants

The Leaders in Oregon Municipal Auditing

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PAULY, ROGERS, AND Co., P.C. 12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223 (503) 620-2632 ♦ (503) 684-7523 FAX www.paulyrogersandcocpas.com

April 9, 2021

Eric Kytola, Finance Director City of Oakridge PO Box 1410 Oakridge, OR 97463

Thank you for the opportunity to present our qualifications in order to serve as auditors for the City of Oakridge for the years ending June 30, 2021, 2022, and 2023. We believe this proposal provides all the information you will find necessary about our firm and its services. We also hope this proposal shows our enthusiasm and eagerness to be your auditors.

**Pauly, Rogers and Co., P.C.** has been proud to provide auditing services to governmental and non-profit clients in many industries since 1947. Our experience and longevity in auditing Oregon governments has put us in the forefront of the audit industry in our state. We audit more than 200 Oregon governments annually, making us one of the largest municipal auditing firms in the state. We believe an audit should <u>not</u> be a rote exercise. On the contrary, it should help our client develop and enhance the capabilities of their staff and help meet the challenges of the future. We believe the audit process can be a powerful tool in helping the City increase the effectiveness and efficiency of internal controls, reduce unnecessary and costly procedures, provide clear and compliant financial reports and develop best practices for financial oversight. We will not just write up audit findings and let your staff decide how to best fix the issue; instead we will work with staff to provide options on how to resolve complex audit issues in an efficient manner.

In order to best serve you, our audit provides:

- A complete understanding of the work to be performed. We communicate often throughout the year and are available to answer questions, even on April 15th (our auditors are 100% dedicated to auditing and do not provide tax services). We will ensure that you are apprised of requirements, standards, and rulings that impact financial accounting and reporting, and related compliance. We will communicate during all phases of fieldwork including a discussion of all audit findings. We are committed to clear communication and do not surprise our clients with audit findings that were not fully discussed with Management on multiple occasions.
- A large audit staff to handle all of your needs. Our highly experienced staff will include a lead auditor on your job for all years noted above. We have over 25 auditors dedicated to auditing in the State of Oregon.

- A commitment to servicing Cities in the State of Oregon. Pauly, Rogers and Co., P.C. has a deep commitment to servicing Cities in the State of Oregon. We have made presentations at many statewide conferences. Our commitment to servicing our state and understanding the complexities of Oregon keeps us in the forefront of auditing in the state.
- Delivery of audit reports in a timely fashion. We will meet your deadlines. We understand the investment you make in the audit relationship in terms of dollars and time, and we are committed to providing value with every interaction. In order to meet your deadlines we perform interim work before your books are closed, and we have a large enough staff to perform our final fieldwork at any time. Our proposed timeline is flexible and will meet your needs!
- **Free assistance with questions.** Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of Pauly, Rogers and Co., P.C. A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the City properly deal with issues as they arise.

We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require. You need a firm that understands how Cities operate. We are on the leading edge of governmental auditing in the state of Oregon, serving more entities than any other firm. We want to be the City of Oakridge's auditors!

Roy R. Rogers, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We consider the terms of this proposal negotiable, and will enter into negotiations with the City if there are minor items that should be worked out. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on April 9, 2021. We may be reached at the address and the telephone number listed on page one (1) of this letter should you have any questions.

Very truly yours,

Roy R. Rogers, Managing Partner PAULY, ROGERS AND CO., P.C.

Roy R Rogers

## **History and Location**

Pauly, Rogers and Co., P.C. is a local firm that has been providing quality accounting services since 1947. Starting out with just two CPA's, the company has grown to 33 employees dedicated to serving our clients in the best way possible. Our Mission is to provide high quality personnel and cost effective services to meet our clients' needs with an emphasis on improving our clients' performance, profitability and accountability. We are located at 12700 SW 72nd Avenue in Tigard, Oregon.

## **Personnel and Oregon Municipal Audit Roster Licenses**

All four partners, as well as four other staff members, at Pauly, Rogers and Co., P.C. are licensed as municipal auditors dedicated to auditing Oregon governments. We also have eight Senior Associates, eighteen Associates, and four support staff, all available to meet the City's needs. Our partners value our relationships with Management and Boards, and we demonstrate this by having experienced Managers on site for fieldwork. This approach allows for high level communication between our staff and yours, and allows for decisions and audit issues to be resolved face to face, which results in a more efficient and effective audit experience for all involved.

| Name               | Title              | CPA License | Municipal License |
|--------------------|--------------------|-------------|-------------------|
| Roy R. Rogers, CPA | Managing Partner   | 2148        | 0658              |
| Kenny Allen, CPA   | Concurring Partner | 10042       | 1344              |
| Tara Kamp, CPA     | Partner            | 12754       | 1485              |
| Hans Graichen, CPA | Partner            | 13022       | 1510              |
| Michael Aloi, CPA  | Compliance Manager | 14637       | 1627              |
| Brad Turano        | Senior Associate   |             |                   |

#### **Audit Clients for a Reference**

| Current Clients    | Primary Contact<br>and Title                    | E-mail/Telephone                                   |
|--------------------|---|--|
| Linn County        | Dave Alderman<br>Linn County Accounting Officer | dalderman@co.linn.or.ur<br>(541) 967-3806          |
| City of North Bend | Laurie Hall<br>Finance Director                 | Ihall@northbendcity.org<br>(541) 756-8575          |
| City of Corvallis  | Nancy Brewer<br>Finance Director                | nancy.brewer@corvallisoregon.gov<br>(541) 766-6990 |
| City of Troutdale  | Erich Mueller<br>Finance Director               | emueller@troutdale.or.us<br>(503) 674-7231         |
| City of Gaston     | Wenonah Blanchette<br>City Recorder             | wenonahb@cityofgaston.com<br>(503) 985-3340        |

This is only a partial list of audit clients that have similar needs. We audit approximately {26 Cities} statewide so we thoroughly understand the intricacies of a municipal audit. Please contact us if you would like additional listings of our clients.

## **Use of City's Personnel**

This proposal is based on the anticipated cooperation of City's personnel and the assumption that the City's books will be balanced, reconciled and all accruals made. It is also understood that the City will prepare all mutually agreed-upon internal financial schedules, and upload all requested files to our secure Sharefile portal. The schedules we request the City to prepare are no more than those which would be required to prepare a hard, well-documented close of the books at year-end. We request the City prepare all confirmation letters, retrieve documents, answer questions and, of course, prepare the financial statements as early in the audit process as possible so that we can audit the financials.

We do not foresee any anticipated issues with the audit of the City. However, it is possible that issues will arise during the course of the audit. We will keep you up to date of any major audit issues as we become aware of them.

#### **Peer Review**

Our firm underwent a peer review for the year ended April 2017, which included a review of specific government engagements. The reviewing firm issued a review rating of pass. A copy of the report is included on page 6.

## Independence

All members of the firm are independent of the City of Oakridge as defined by generally accepted accounting standards, as required by the rules of conduct of the AICPA. We require all staff members to make annual independence representations, which are kept on file in our office.

## **Client Base and Range of Services**

Our firm specializes in providing auditing and accounting services to not-for-profit and government organizations. We have a sister Company, *RAS Group, LLC*, which provides a wide range of financial, consulting and tax services to individuals and corporations. We have very experienced tax personnel who can assist with any and all of your needs. Having a full-service tax business under the same roof as our auditing and accounting business ensures a smooth transition for clients wishing to engage both sets of services.



#### Report on the Firm's System of Quality Control

August 29, 2017

To the Shareholders of Pauly, Rogers and Co., P.C. and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the auditing and accounting practice of Pauly, Rogers and Co., P.C. (the firm) in effect for the year ended April 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

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

#### Peer Reviewer's Responsibility

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

Phone 541 255 2888 Fax 541 345 3358 www.emeraldopa.com

#### Required Selections and Considerations

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

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

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pauly, Rogers and Co., P.C. in effect for the year ended April 30, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Pauly, Rogers and Co., P.C. has received a peer review rating of pass.

Ernerald CPA Group, LLP

## **Timeline for Completing the Engagements**

**Note:** These hours are an estimate based upon our experience auditing municipal governments. Since we <u>do not</u> bill by the hour, other than for special projects, we will spend whatever amount of time is necessary to meet professional standards and perform the audit in accordance with the proposal. Below is the timeline for the audit noted in the RFP.

June/July 24 hours Written Work Plan and Planning

The audit program will be written by Senior Associat & Roy including any special procedures developed after meeting with the City. The engagement letter and planning will also be executed during this time.

July 70 hours

Interim and Compliance Work Internal control, audit risk and materiality would be evaluated. Initial compliance work will begin.

Audit fieldwork will be conducted at an agreedupon time when the books are closed. The exit

conference would occur immediately upon

completion of the fieldwork, and would include a

discussion of our study of the internal control

system and the observations and conclusions from it. Also, we would communicate any

potential findings and recommendations.

Sept/Oct 110 hours

Audit Fieldwork

Nov 28 hours

Draft and Review Reports

Preparation of the audit file and financial reports, including technical and second Partner review.

Dec 8 hours

**Presentation** and **Delivery** 

The final reports will be printed and delivered by the agreed-upon date.

**Total Hours 240** 

## Approach to the Engagement

## **Planning**

Annually, our firm develops and updates audit programs for all of our audit clients, specifically tailored for City. This process involves the firm's Partners, Managers and Senior Associates, and is designed to develop programs that meet all professional standards of the American Institute of Certified Public Accountants and the *Minimum Standards for Audits of Oregon Municipal Corporations*. During this time, the Senior Associate would contact the City's personnel to discuss areas of emphasis, timing of fieldwork and reporting or other ways our firm can better meet the needs of the City.

To help provide timely audit reports, we normally perform interim work during a mutually agreeable time. We will send an "Audit Itinerary" early in the fiscal year which includes your audit team contact information as well as interim and final audit preparation lists.

## **Understanding City's Internal Controls**

During interim work, we perform a review of the accounting records in use and conduct an evaluation of internal control as required by generally accepted auditing standards and, when applicable, *Government Auditing Standards*. Our process of gaining an understanding of internal control entails interviewing various accounting staff to develop written walkthrough documents that highlight key controls and control weakness, filling out control checklists, as well as discussions with supervisory staff on areas where controls may be lacking. Any deficiencies encountered in the accounting records or internal control, together with our recommendations, will be discussed with Management at that time. This procedure may permit implementation of corrective action prior to issuance of the audit report and management letter. The work to be performed would include documentation of our understanding of the City's system of internal accounting controls, initial testing of the accounts payable controls and payroll controls, and initial testing of management's reconciliation procedures for higher risk balance sheet accounts such as cash and investments. Our audit procedures will be developed to target risks identified during our risk assessment of all account balances and transaction classes.

If you ever need an audit in accordance with the Single Audit Act, we would begin our study and evaluation of the internal control system governing the federal financial assistance programs and begin to assess control risk. This is performed using checklists and procedures developed through years of experience and the most current authoritative guidance. We will also thoroughly research the federal grants selected and use all the OMB circulars and compliance supplements for all areas that we test. Samples are taken and tests performed to ensure processing of data in accordance with prescribed policies and procedures and good management practices. All samples will be the product of "random" sampling, and sample sizes are in accordance with GAO's government auditing standards requirements and will be large enough to assess the control risk at the low level.

Also, we can document the City's compliance with many of the laws and regulations applicable to a Single Audit such as allowable cost, Davis-Bacon Act and procurement procedures. Any problems encountered during our interim tests will be discussed with Management at the conclusion of our on-site interim fieldwork.

## **Analytical Procedures and Substantive Audit Tests**

In conjunction with the City's personnel, we will schedule a period of time to complete the final work at the City. The audit team would usually consist of two to three accountants. During this time, we will complete our testing of the internal control system and begin substantive testing of the City's accounts.

Once we get a copy of the final general ledger we will perform an initial analytic review that will highlight areas where there may be significant changes from prior years. We will then determine if these changes are reasonable and this will dictate the level of risk and testing to be applied to each area of the audit.

The substantive testing will include independent confirmations where practical and needed, or examination of subsequent activity, when efficient. Our procedures will include testing the reconciliation of the City's property tax receipts with those of the County Treasurer, confirmation of revenues received from the State of Oregon and confirmation of any other significant grants or revenues. Tests of expenditures will include sampling of both accounts payable and payroll cycles to ensure adequate coverage. On certain accounts we will perform detailed analytic work that would entail predicting the ending account balance and comparing that with the actual balances, and then determining if the difference is reasonable. If not, we would perform additional tests on that account. We will also perform detailed substantive tests on all other significant balance sheet and income statement accounts.

If there are any audit adjustments we will discuss this with management and give you our reasoning before we proceed with the adjustment. We won't surprise you with journal entries that are not discussed!

We would complete the grant compliance review during this phase, if necessary. Our program guides will be completed and conclusions documented relating to the assertions implicit in grant compliance and financial reporting.

## **Financial Reporting Review and Analysis**

The reporting phase of the engagement will be initiated in the field and completed in our office after completion of on-site fieldwork. The reporting phase would be handled by the Senior Associate. This phase of the audit will include completion of our audit files, analysis and comparisons, as well as a detailed review of the financial statements.

The review component of the audit includes a review of all workpapers, documents and the financial reports by the team involved in the audit, as well as the compliance manager and manager on the job. At a minimum your audit file and financial statements have three different reviews. The Concurring Partner also performs a technical review of the financial statements and reviews the workpapers for completeness and reviews any important accounting issues, the communication of internal control matters and communication with the governing body, if applicable, and the attorney letter.

## **Ability and Willingness to Provide Constructive Suggestions**

Due to our extensive experience with Oregon governmental audits, we are able to focus on the critical areas and perform the audit in the most efficient manner possible. We can offer valuable suggestions to the City, as well as compare your procedures with other similar entities. These advantages have kept us in the forefront of municipal auditing in Oregon. As we audit and advise clients, major issues are addressed and solved. We then rely on conversations with client management to address minor issues, and advise upper management and Governing Bodies of our clients when major issues arise. We are not shy in discussing sensitive topics with any level of management. We never blind-side our clients with un-reviewed management letter comments, and are agreeable to modifying language that does not dilute the message but enhances readers' understanding of the issues.

#### **Board of Directors**

Annually in the planning phase we will send a letter to the Board of Directors requesting information on potential audit areas of interest that we should delve into further. We find that this questionnaire is essential in designing our audit tests. For each issue identified in the questionnaire we will gain a better understanding of the issue and address it as part of our audit process. Upon completion of the audited financial report we will send the Board a letter detailing the findings of our audit as well as a description of key audit areas and future accounting and auditing pronouncements.

CITY OF OAKRIDGE Audit Fees

#### **Audit Fees**

Our not-to-exceed fees for the years ending June 30, 2021, 2022, and 2023 for the City are listed below. The fees are based on the anticipated cooperation of the City's staff, and on the assumption that the books will be closed, balanced and all appropriate accounts reconciled to the detail and the trial balance will have been prepared and made available to us before we begin our final fieldwork. The fees also assume that the client will use our **Sharefile Portal** to upload all requested audit documents. The portal allows us to keep audit fees low and perform a great deal of the audit work remotely. We anticipate that about 20-30% of our work will be done on site. It also includes the auditing standards in effect for this year, but not changes in standards or potential scope of work changes that might occur in future years for standards not yet issued. These fees are inclusive of all staff time, all services outlined below and all of our out-of-pocket expenses for travel and supplies.

Telephone calls and emails from the City seeking advice or assistance are welcomed anytime during the year, and such calls are anticipated as part of the total proposed fee. Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of Pauly, Rogers and Co., P.C. A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the City properly deal with issues as they arise.

| Services                | For Year Ending<br>June 30, 2021 | For Year Ending<br>June 30, 2022 | For Year Ending<br>June 30, 2023 |
|-------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>Annual Audit</b>     | \$21,000                         | \$21,500                         | \$23,400                         |
| Financial<br>Statements | \$4,000                          | \$4,500                          | \$4,600                          |
| Total                   | \$25,000                         | \$26,000                         | \$28,000                         |

#### **Rates for Additional Professional Services**

Pauly, Rogers and Co., P.C. can provide the City with a variety of services in addition to the annual audit. Special reports, projects or other work undertaken at the client's request is billed at the following hourly rates for 2021: Managing Partner \$190, Partner \$170, Manager \$120, Senior Associate \$120, Associate and Staff Accountant \$110 and Support Staff \$55. At the time of the request, we would estimate the fee to be charged and seek written approval of that fee. Special projects could be unit-priced or receive a reduced fee if they were scheduled at times when we are less busy with audit work.

## **Information Technology Applications**

We encourage the use of our secure electronic delivering system, "Sharefile", which is very similar to Dropbox in that it is any easy and convenient way to send and receive information much more securely than email. This system enables us to receive information as it becomes available and will help in making the audit more efficient. We also request that we be given read only remote access (or backup file) to your general ledger system. This will allow us to pull reports directly from your general ledger, which provides for a more valid and efficient audit, and it also reduces your staff time devoted to audit requests.

Our firm has developed computerized audit techniques that will be used for analytical review purposes and sampling. These procedures will be a standard part of fieldwork. These techniques allow us to increase sample sizes and decrease detection risk. This benefits our clients by providing a timely product and the increased efficiency provides the product at a competitive fee. In addition to computer assisted audit techniques, Pauly, Rogers and Co., P.C. uses a software package to assist with auditing that allows us to increase audit efficiency while reducing the use of almost all paper.

#### Value Added Services

As one of the largest municipal auditing firms in the State of Oregon we have developed and seen various best-practices across the state. We will share these best practices with the City which allows the City to implement the most efficient and effective policies and procedures. We pride ourselves in viewing our role as advisors to the City in reducing your overall financial risks, rather than providing a commodity based service of providing you with your opinion letters once a year. We strive to build a partnership with the City and will stay in regular contact to ensure all accounting and auditing related issues are addressed in real time.

## **Professional Development Program**

All assigned staff have received a minimum of 24 hours of continuing education in governmental accounting and auditing within the past year, and at least 40 hours within the past two years. In addition, all audit staff members meet the GAO's *Government Auditing Standards* "yellow book" education requirements. Our firm employs a wide range of professional development resources available through the Oregon Society of Certified Public Accountants, the Association of Governmental Accountants, the American Institute of Certified Public Accountants and local colleges and universities. This program offers diversity to staff members and allows the firm to acquire specialized knowledge in key areas such as accounting and auditing.

## Why Select Us

#### **Differences Your Benefits** We are **familiar** with your systems and internal controls. This means your staff will not have excessive time to familiarize a new firm. We exercise diligence and do not take shortcuts with the audit process. You get a thorough audit. Our clients stay with us so we do not spend unnecessary time advertising, marketing, or beating the street for new business. We can spend more time on your audit! We can provide you proactive advice on new accounting We are **known** experts in the state on governmental accounting. pronouncements. Fee arrangements and expenditures are agreed to in advance. There are **no surprises** to you. We provide client assistance packages. You know what to expect from our visits. We **respect your staff time** so we provide information portals. This allows your staff to provide us information on their time schedule. We encourage open and ongoing communication and do not bill for routine calls and discussions. For most clients, this amounts to over \$1,000 in unbilled fees. We attract **talented** and **bright** staff. They provide you value and a positive working relationship. Our staff receive **complete** and **comprehensive** training. This ensures you an effective and efficient audit. We are using technology to **innovate** audit processes. This drives our internal culture and gives you a thorough and comprehensive audit. We always give our clients responsive and timely advice on their questions As the world continues moving at a more rapid pace, we can help guide you through the chang

## Roy Rogers, CPA, CGFM Managing Partner

#### **Profile**



Roy R. Rogers is the Managing Partner of Pauly, Rogers and Co., P.C. During his tenure, the firm has grown from a staff of four to over 30 employees. He has extensive experience auditing local governments, as well as hundreds of not-for-profit entities. His work currently includes fieldwork, report preparation, planning, supervision and final reviews.

Roy has been the Engagement Partner on numerous compliance and financial audits, as well as various consulting engagements. He has over 40 years of direct experience in accounting, auditing and consulting to governmental entities. He manages the firm's engagements to document, evaluate and make

recommendations for improvement in internal control systems.

Roy has performed peer reviews for other firms, as well as risk assessments and internal control evaluations. He also speaks at state and international events on leadership and organizational excellence.

#### **Professional Achievements**

- Past AICPA Council and Committee member
- OSCPA Past President
- Oregon State Board of Accountancy Liaison
- Tigard Rotary Past President
- Past Mayor of Tualatin

## **Education, Designations, and Professional Memberships**

- Bachelor of Science Degree in Accounting, from Portland State University
- Certified Public Accountant #2148
- Licensed Oregon Municipal Auditor #658
- Certified Government Financial Manager
- Certified Global Management Accountant
- OSCPA and AICPA Member
- Past GFOA Technical Reviewer for the CAFR Program

- City of Rainier
- City of Bandon
- City of King City

## Kenny Allen, CPA, CFE Concurring Partner

#### **Profile**



Kenny joined Pauly, Rogers and Co., P.C. after having worked as an auditor for the General Accounting Office (GAO), the governmental organization responsible for setting Governmental Auditing Standards (GAGAS). He was responsible for the auditing of on-site security for the Internal Revenue Service (IRS) Service Centers and Field Office. His experience with the GAO also included the internal control over the courier service that carried well over \$500 million dollars at times. With Pauly, Rogers and Co., P.C., Kenny has been involved in hundreds of not-for-profit and municipal audits. He has been in a leadership position for the 20 years he's been with the firm. During that time he has successfully assisted his clients in implementing many new accounting

and auditing standards. Kenny was one of the first auditors in the state to early implement GASB Statement 34 in 2002, which changed the entire governmental reporting model.

#### **Presentations**

- Speaker at the Oregon Association for School Business Officials on a variety of topics, including GASB 34, GASB 45, GASB 54, Oregon Municipal Audit Law, and Internal Controls
- Speaker at the Special Districts Association of Oregon on GASB 54, Internal Controls and other GASB Statements
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, board oversight policies, and many GASB Statements

## **Education, Designations, and Professional Memberships**

- Bachelor of Science Degree in Criminal Justice and a Post-Baccalaureate degree in Accounting, from Portland State University
- Certified Public Accountant #10042
- Licensed Oregon Municipal Auditor #1344
- Certified Fraud Examiner
- OSCPA Member
- Past GFOA Technical Reviewer for the CAFR Program

- City of Sutherlin
- City of Talent
- City of Prineville
- Talent Urban Renewal Agency

## Tara Kamp, CPA Partner

#### **Profile**



Tara joined Pauly, Rogers and Co., P.C. after having graduated with honors from Portland State University with a Bachelor of Science in Business Administration with an emphasis in Accounting. Tara focuses solely on municipal auditing which has led her to become an expert in the field. She has been in a leadership position for more than 11 years at the firm and has been involved in hundreds of municipal audits. During that time she has developed strong relationships with her audit clients as she goes to great lengths throughout the year to answer questions and help solve problems.

#### **Presentations**

- Speaker at the Oregon Association for School Business Officials on a variety of topics, including Internal Controls and Best Practices
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, and GASB Statements

## **Education, Designations, and Professional Memberships**

- Bachelor of Science Degree in Business Administration from Portland State University
- Certified Public Accountant #12754
- Licensed Oregon Municipal Auditor #1485
- OSCPA Member
- AICPA Member
- Oregon Government Finance Officers Association Member
- Oregon Association of School Business Officials Member
- Past GFOA Technical Reviewer for the CAFR Program
- Past OSCPA Education Foundation Board of Directors

- City of Hood River
- City of Coos Bay
- City of North Bend
- Coos Bay Urban Renewal Agency

## Hans Graichen, CPA Partner

#### **Profile**



Hans Graichen received a Bachelor's degree in Criminology from Southern Oregon University. He later returned to school to pursue a career in accounting, and graduated with honors from Portland State University with a Bachelor's degree in Accounting. He joined Pauly, Rogers and Co., P.C. in 2006. Since then, he has been involved in hundreds of audits. He has extensive audit experience, including all phases of the audit process. Hans will supervise all on-site facets of audit, together with the planning and development of an audit program that will fulfill all professional standards and requirements applicable to you.

During the fieldwork and reporting phases, Hans will assist with any difficult accounting and reporting issues, participate in fieldwork and provide on-site review with technical support for the audit team. Hans is very proud of his expertise in minimizing disruption to the client's workplace during on-site fieldwork. He will be assisted by one or two additional staff accountants with experience conducting over fifty audits each. Hans goes to great lengths to make himself available to his clients so he can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

#### **Presentations**

 Audit presenter at Council and Board Meetings for numerous Oregon municipal and non-profit entities

## **Education, Designations, and Professional Memberships**

- Bachelor of Science in Criminology from Southern Oregon University
- Bachelor of Science in Accounting from Portland State University
- Certified Public Accountant #13022
- Licensed Oregon Municipal Auditor #1510

#### Similar Clients Serviced

Works with our Non-Profit Clients

## Michael Aloi, CPA Senior Manager

#### **Profile**



Michael Aloi received a Bachelor Degree in Accounting and a Master's Degree in Business Administration in Accounting from Canisius College in New York. Michael has been involved in numerous engagements. He has extensive audit and review experience, including all phases of the audit and review process. Michael will review all facets of the audit, together with the planning and development of a program that will fulfill all professional standards and requirements applicable to the organization.

During the fieldwork and reporting phases, Michael will assist with any difficult accounting and reporting issues, provide technical support for the engagement

team, and assist the engagement team with implementing new auditing standards. He is very detailoriented and spends significant time researching standards and regulations to ensure compliance with the proper rules and regulations. He will review the audit report and financial report to ensure they have been prepared accurately. Michael goes to great lengths to make himself available to the engagement staff and clients so he can answer questions, help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

#### **Presentations**

- Audit presenter at Council and Board Meetings for numerous Oregon municipal entities
- Presenter at continuing education training sessions on a variety of governmental accounting and auditing topics

## **Education, Designations, and Professional Memberships**

- Bachelor of Science in Accounting and a Master of Business Administration in Professional Accounting from Canisius College.
- Master of Library and Information Studies from State University of New York at Buffalo
- Certified Public Accountant #14637
- Licensed Oregon Municipal Auditor #1627

- City of Corvallis
- City of Eagle Point
- City of Gaston
- City of Maywood Park

## Brad Turano Senior Associate

#### **Profile**



Brad received a Bachelor of Science from Western Oregon University with concentrations in Accounting and Economics. He joined Pauly, Rogers, and Co., P.C after working for a start-up company in Oregon. During his time there, he performed various accounting functions to ensure the business could stay organized and updated with respect to their financial well-being. He compiled and analyzed asset, liability and capital accounts, as well developed a system in financial security for the company by establishing and following financial controls. He also helped keep the company in compliance with federal, state, and local legal financial requirements. Since joining our Firm, he has been involved in numerous governmental audits. He has extensive audit and review

experience including all phases of the audit and review process, and brings his very strong skill sets as the lead auditor to our municipal clients.

During fieldwork and reporting phases, Brad will assist with any difficult accounting and reporting issues and participate in on-site review with technical support for the engagement team. He is especially skilled at using spreadsheet tools to maneuver reports into formats to extract samples and perform analytical tests. Additionally, he has strong working knowledge of Generally Accepted Accounting Principals (GAAP) and is up-to-date of the most recent Governmental Accounting Standards Board (GASB) pronouncements.

#### **Education**

Bachelor of Science in Accounting from Western Oregon University

## **Experience**

Brad has successfully managed over 20 engagements each year for over two years. His experience includes budget law, accounting standards, internal controls, reporting standards and general accounting issues.

## **Business of the City Council**

City of Oakridge, Oregon May 06, 2021

Agenda Title: Resolution Adopting a

Supplemental Budget for Fiscal Year 2020-

**2021** and Making Appropriations

Agenda Item No: 13.1

Exhibit: Resolution 04-2021

Proposed Council Action: A motion to approve the proposed resolution.

Agenda Bill Author: Eric Kytola City Administrator: Bryan Cutchen

ISSUE: ORS 294.471 permits the governing body to create a supplemental budget for the fiscal year in which the regular budget has been adopted for certain and specific reasons.

FISCAL IMPACT: As described in the exhibits.

OPTIONS: (1) Direct a public hearing on the resolution be held

- (2) Pass the resolution to a second reading
- (3) Reject the resolution in whole or in part
- (4) Adopt the resolution in whole or in part

**RECOMMENDATION: Staff recommends adoption of the resolution.** 

RECOMMENDED MOTION: I move we adopt Resolution 04-2021, providing a supplemental budget for fiscal year 2020-2021.

#### **RESOLUTION NO. 04-2021**

### A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2020-2021 AND MAKING APPROPRIATIONS

### The City of Oakridge resolves the following:

**WHEREAS**, ORS 294.471 permits the governing body of a municipal corporation to make a supplemental budget for the fiscal year for which the regular budget has been prepared if one or more of the following circumstances exist:

- a. An occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.
- b. A pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action.
- c. Funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- d. A request for services or facilities the cost of which is to be supplied by a private individual, corporation or company or by another governmental unit and the amount of which could not be accurately estimated when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- e. Proceeds from the involuntary destruction, involuntary conversion, or sale of property that necessitates the immediate purchase, construction or acquisition of different facilities in order to carry on governmental operations.
- f. Ad valorem property taxes that are received during the fiscal year or budget period in an amount sufficiently greater than the amount estimated to be collected such that the difference will significantly affect the level of government operations to be funded by the taxes as provided in the original budget or a previous supplemental budget for the current year or current budget period.
- g. A local option tax described in ORS 294.476 that is certified for extension on the assessment and tax roll under ORS 310.060 for the fiscal year or budget period in which the local option tax measure is approved by voters.
- h. A reduction in available resources that requires the governing body to reduce appropriations in the original budget or a previous supplemental budget for the current year or current budget period.
- i. The original budget of the municipal corporation adopted under ORS 294.456 did not include estimated requirements to pay debt service pursuant to ORS 294.477 or the actual requirements are different from the

estimated requirements included in the original budget or a previous supplemental budget.

**WHEREAS**, the supplemental budget proposed meets one or more requirements of ORS 294.471;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Oakridge hereby adopts a supplemental budget for fiscal year 2020-2021 in the amounts shown below for each Fund and,

**BE IT FURTHER RESOLVED** that the amounts shown below as appropriations for the fiscal year beginning July 1, 2020 and for purposes shown are hereby appropriated for each Fund:

| Fund-General                                 | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Resources                                    | <b>#0.000.507</b> | 007.450                | <b>#0.400.750</b> | <b>007.450</b>                            |
| CARES Act Grant                              | \$3,333,597       | \$97,153               | \$3,430,750       | \$97,153                                  |
| Expenditures/Appropriations                  |                   |                        |                   |   |
| Admin  | \$850,600         | \$16,252               | \$866,852         |   |
| Police                                       | \$1,057,897       | \$14,180               | \$1,072,077       |   |
| Library                                      | \$37,300          | \$165                  | \$37,465          |   |
| Parks  | \$253,500         | \$136                  | \$253,636         |   |
| WAC  | \$65,500          | \$36                   | \$65,536          |   |
| Municipal Court                              | \$83,200          | \$664                  | \$83,864          |   |
| Fund-Streets                                 | \$537,900         | \$44                   | \$537,944         |   |
| Fund-Emergency Services Fund                 | \$1,115,400       | \$48,551               | \$1,163,951       |   |
| Fund-Oakridge Industrial Park                | \$685,300         | \$2,511                | \$687,811         |   |
| Fund-Water                                   | \$2,144,500       | \$6,582                | \$2,151,082       |   |
| Fund-Waste Water                             | \$1,025,900       | \$8,032                | \$1,033,932       |   |
|  |                   |                        |                   | \$97,153                                  |
| Total Impact on Resources / (Appropriations) |                   |                        |                   | \$0                                       |
| Net Impact on Fund Balance                   |                   |                        |                   | \$0                                       |
|  |                   |                        |                   | 40  |

To reflect grant money received from CARES Act, Coronavirus Relief Fund

| Fund-General  | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget     | Impact on<br>Resources/<br>Appropriations |
|---|-------------------|------------------------|-----------------------|---|
| Resources   |                   |                        |                       |   |
| Loans from Wastewater   | \$130,000         | \$20,000               | \$150,000             | \$20,000                                  |
| Expenditures/Appropriations Repay Wastewater Loans Repay Wastewater Loans | \$130,000<br>\$0  | \$20,000<br>\$75,000   | \$150,000<br>\$75,000 | \$20,000<br>\$75,000                      |
| Total Impact on Resources / (Appropriations)                              |                   |                        | _                     | (\$75,000)                                |
| Net Impact on Fund Balance  |                   |                        |                       | (\$75,000)                                |

To reflect temporary loan from Wastewater Fund to General Fund for temporary cash needs of the General Fund for FY21 and repayment of loan of \$75,000 from FY20

| Fund-Wastewater                                   | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|---|-------------------|------------------------|-------------------|---|
| Resources   | <b>#</b> 400 000  | Фоо ооо                | <b>#</b> 005 000  | Φος 000                                   |
| Loan Repayment from General Fund                  | \$130,000         | \$20,000               | \$225,000         | \$95,000                                  |
| Expenditures/Appropriations Loans to General Fund | \$130,000         | \$20,000               | \$150,000         | \$20,000                                  |
| Total Impact on Resources / (Appropriations)      |                   |                        | _                 | \$75,000                                  |
| Net Impact on Fund Balance                        |                   |                        | =                 | \$75,000                                  |

To reflect temporary loan from Wastewater Fund to General Fund for temporary cash needs of the General Fund for FY21 and repayment of loan of \$75,000 from FY20

| Fund-General Resources                       | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
|  |                   | _                      |                   | _   |
| NA   | \$0               | \$0                    | \$0               | \$0                                       |
| Expenditures/Appropriations                  |                   |                        |                   |   |
| Repay OIP loan                               | \$144,000         | (\$144,000)            | \$0               | (\$144,000)                               |
| Total Impact on Resources / (Appropriations) |                   |                        |                   | (\$144,000)                               |
| Net Impact on Fund Balance                   |                   |                        |                   | \$144,000                                 |
| Net impact on i unu balance                  |                   |                        |                   | Ψ144,000                                  |

| Fund-Oakridge Industrial Park                | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Resources                                    |                   |                        |                   |   |
| Loan Repayment from General Fund             | \$144,000         | (\$144,000)            | \$0               | (\$144,000)                               |
| Expenditures/Appropriations NA               | \$0               | \$0                    | \$0               | \$0                                       |
| Total Impact on Resources / (Appropriations) |                   |                        |                   | (\$144,000)                               |
| Net Impact on Fund Balance                   |                   |                        |                   | (\$144,000)                               |

To eliminate repayment of OIP loan, a restricted fund, as no funds were borrowed in FY 2021

| Fund-General (Library)   | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Resources  |                   |                        |                   |   |
| State Library of Oregon Grant  | \$0               | \$3,000                | \$3,000           | \$3,000                                   |
| Expenditures/Appropriations Misc Expenditure/New Equipment               | \$1,000           | \$3,000                | \$4,000           | \$4,000                                   |
| Total Impact on Resources / (Appropriations)  Net Impact on Fund Balance |                   |                        | -<br>-<br>=       | \$0<br>\$0                                |

To reflect grant money received to replace library computers.

|  | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Resources                                    |                   |                        |                   |   |
| NA   |                   |                        |                   |   |
|  |                   |                        |                   |   |
| Expenditures/Appropriations                  |                   |                        |                   |   |
| Comm Srv's Coord                             | \$61,500          | (\$61,500)             | \$0               | (\$61,500)                                |
| Professional Non Legal                       | \$10,000          | \$30,000               | \$40,000          | \$30,000                                  |
|  |                   |                        |                   |   |
| Total Impact on Resources / (Appropriations) |                   |                        |                   | (\$31,500)                                |
| Net Impact on Fund Balance                   |                   |                        | =                 | \$31,500                                  |

To reflect the departure of Community Services Coordinator and transfer appropriations to Professional Services Non-legal as the City will need to contract services that were performed by Community Services Coordinator.

| Fund-General (Library)   | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Resources  |                   |                        |                   |   |
| State Library of Oregon Grant  | \$3,000           | (\$3,000)              | \$0               | (\$3,000)                                 |
| Expenditures/Appropriations Misc Expenditure/New Equipment               | \$4,000           | (\$3,000)              | \$1,000           | (\$3,000)                                 |
| Total Impact on Resources / (Appropriations)  Net Impact on Fund Balance |                   |                        |                   | \$0<br>\$0                                |

To correct previous supplemental budget presented. These funds were actually related to FY 2020 and should not be included in the FY 2021 budget. This removes the resource and expenditure from FY 2021.

| Fund-Oakridge Industrial Park Resources NA                               | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|--|-------------------|------------------------|-------------------|---|
| Expenditures/Appropriations Loans to General Fund                        | \$180,000         | (\$180,000)            | \$0               | (\$180,000)                               |
| Total Impact on Resources / (Appropriations)  Net Impact on Fund Balance |                   |                        |                   | (\$180,000)<br>\$180,000                  |

To reflect the elimination of the loan to the General Fund, the OIP funds are restricted and cannot be used for interfund loans.

| Fund-General                    | Current<br>Budget | Increase<br>(Decrease) | Revised<br>Budget | Impact on<br>Resources/<br>Appropriations |
|---------------------------------|-------------------|------------------------|-------------------|---|
| Resources Ford Foundation Grant | \$0               | \$10,000               | \$10,000          | \$10,000                                  |
| Total Guildanon Grant           | ΨΟ                | ψ10,000                | Ψ10,000           | Ψ10,000                                   |
| Expenditures/Appropriations     |                   |                        |                   |   |
| Ford Foundation Grant           | \$0               | \$10,000               | \$10,000          | \$10,000                                  |

| Total Impact on Resources / (Appropriations) | \$0 |
|--|-----|
| Net Impact on Fund Balance                   | \$0 |

To reflect grant money received for RARE Economic Development Support

**BE IT FURTHER RESOLVED** that this resolution shall be effective immediately upon its passage.

PASSED BY THE COUNCIL of the City of Oakridge this 6th day of May, 2021.

**APPROVED AND SIGNED BY THE MAYOR** of the City of Oakridge this 6th day of May, 2020.

| Attest:    |                          |                      |  |
|------------|--------------------------|----------------------|--|
| Bryan Cuto | chen, City Administrator | Kathy Holston, Mayor |  |
| Aves:      | Navs                     |                      |  |

## **Business of the City Council**

City of Oakridge, Oregon May 06, 2021

Agenda Title: Consider appointment of

members to committees.

Agenda Item No: 15

**Exhibits: (1) Submitted Applications** 

Proposed Council Action: A motion from the floor to appoint applicants into vacant

positions.

Agenda Bill Author: Bryan Cutchen City Administrator: Bryan Cutchen

ISSUE: The city has received three citizen applications for committees:

| <u>Name</u>       | <u>Committee</u>          | Vacancies/Seats | <u>Term</u> |
|-------------------|---------------------------|-----------------|-------------|
| Ms. Julia Yoder   | Library Board (incumbent) | 1/7             | 3 years     |
| Ms. Wanda Burnell | OEDAC - RTMP              | 4/7-1/7         | 3 years     |
| Mr. Leo Robb      | Parks and Community Serv. | 1/7             | 3 years     |

**FISCAL IMPACT: None** 

**OPTIONS:** 1. Appoint applicant(s).

2. Do not appoint applicant(s).

**RECOMMENDATION:** The staff recommends option 1.

RECOMMENDED MOTION: I move that we appoint [name] to serve on the Oakridge [committee] for a term of three years.



#### CITY OF OAKRIDGE FORM FOR INDIVIDUAL VOLUNTEER ACTIVITY

Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confirm date.

| Committee or type of volunteer work you are interest in:Library Board  |
|--|
| Name: Julia Yoder Date: 4/14/21  Address:Oakridge, OR 97463  |
| Address:Qakridge, OR 97463   |
| Is your residence in the City of Oakridge YES NO   |
| Telephone where you can be reached:  |
| Employer/Occupation: Homemaker, Currently  |
| E-mail address: Yoderladywho @gmail.com  |
| Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position? I have served an the librar board for the past three years, I am hoping to redeming board men bership.  |
| In order to do a brief background check, please provide the following information:   |
| Date of Birth: Place of Birth:   |
| I understand that I will be responsible and liable for damage or injury to any persons or property resulting from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.   |
| I, the undersigned participant, acknowledge that I have read and understand the above release.   |
| Participant Name (Printed) Julia Yode  |
| Participant signature Telescope Tele |



#### City of Oakridge form for Individual Volunteer Activity

Those applying to be appointed to Council Boards or Committees are required to be present at Council

Meeting for Appointment. Contact City Hall to confim date.

| Commic novelopment  |
|---|
| Committee or type of volunteer work you are interested in: E COND mic Development   |
| Name: Wanda Burnell   |
| Address: PO BOX 615   |
| Is your residence in the City of Oakridge: YES NO   |
| Telephone where you can be reached:   |
| Employer/Occupation: currently retired/self employed  |
| E-mail Address: wburnell 20 gmail, com  |
| Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position: I have over 20 years as a  |
| bookkeeper, I am currently studying grant writing.  |
| In order to do a brief background check, please provide the following information:  |
| Date of Birth: Place of Birth:  |
| I understand that I will be responsible and liable for damage or injury to any persons or property resulting  |
| from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity. |
| I, the undersigned participant, acknowledge that I have read and understand the above release.  |
| Participant Name (Printed): Wanda Burnell   |
| Participant Signature: Wandam Burnell   |
| Date: 4/12/21   |
| The City of Oakridge is an equal opportunity, affirmative action institution committed to cultural diversity and  |



If participant is under age 18, a parent or guardian must sign this form.

| participate in the vo              | olunteer s | ervice program describ   | bed above. My  | y grant permission for my<br>signature below represe<br>ditions of this document. | ents that I |
|------------------------------------|------------|--------------------------|----------------|---|-------------|
| Parent/Guardi                      | an Name    | (Printed):               |                |   |             |
|                                    |            | rticipant:<br>signature: |                |   |             |
|                                    |            | Date:                    |                |   |             |
| If applying fo                     | or a Board | or Committee, please     | tell us why yo | ou are interested in servin   | ıg.         |
| I be                               | lieue      | e oakric                 | dge co         | an be moi   | re.         |
| There                              | are        | too ma                   | my bu          | usinesses   | >           |
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|                                    |            |                          |                |   |             |
|                                    |            |                          |                |   |             |
|                                    | -          | _                        |                | ons Seat you are currently<br>u are applying for below:                           | y holding   |
| lanning<br>ommission               |            | <b>Budget Committee</b>  |                | Audit Committee   |             |
|                                    |            |                          |                |   |             |
| dministration<br>dvisory Committee |            | Library Board            |                | Public Parks & Commun<br>Services   | nity        |
| ublic Safety                       | HIA        | Economic Developem       | nent()         | Rural Tourism & Market  | ing 🗐       |

The City of Oakridge is an equal opportunity, affirmative action institution committed to cultural diversity and compliance with the Americans with Disabilities Act.



## City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confim date.

Committee or type of volunteer work you are interested in:

| Name: Leo E, ROBB   |
|---|
| Address:  |
| Is your residence in the City of Oakridge: YES NO   |
| Telephone where you can be reached:   |
| Employer/Occupation: Refired USFS Fragoese Refired OA Xe104 Fire USFS Type 2 FIRE TEAM, ICPI  |
| E-mail Address:   |
| Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position:  |
| USFS CONTRACT ADMIDISTRATOR, BUDGETING, VOlunder.   |
| DAKES DGE VALUNTEER FIRE & EMS, MOWING A PICKING ROCK   |
| In order to do a brief background check, please provide the following information:  |
| Date of Birth Place of Birth:   |
| I understand that I will be responsible and liable for damage or injury to any persons or property resulting  |
| from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity. |
| I, the undersigned participant, acknowledge that I have read and understand the above release.  |
| Participant Name (Printed): LEO E. ROBB   |
| Participant Signature: Seo & Robb   |
| Date: 04/17/2021  |

4 EMS

The City of Oakridge is an equal opportunity, affirmative action institution committed to cultural diversity and compliance with the Americans with Disabilities Act.



## If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

|                     | Parent/Guardia                              | n Name          | (Printed):  |                                 |   |          |
|---------------------|---|-----------------|---|---------------------------------|---|----------|
|                     |   |                 | articipant:<br>signature:   | p                               |   |          |
|                     |   |                 | Date:   |                                 |   |          |
|                     | If applying fo                              | r a Board       | l or Committee, please tell   | us why y                        | ou are interested in serv                                       | ing.     |
| ids<br>uger<br>epan | bike dirts a Cathcart ded to rate end funds | trusti<br>to to | the is expande<br>were will be<br>asome this va<br>when to she<br>kids in the<br>a parents us | wastelluable<br>bler co<br>Dias | ed. I have to<br>Re structure<br>contract is be<br>und Vicer Fo | which to |
|                     |   |                 | ity Committees, Boards, or<br>tees, Boards, or Commissio                                      |                                 | <u> </u>  | -        |
|                     | Planning<br>Commission                      |                 | <b>Budget Committee</b>   |                                 | Audit Committee   |          |
|                     | Administration<br>Advisory Committee        |                 | Library Board   |                                 | Public Parks & Commo<br>Services                                | unity    |
|                     | Public Safety<br>Committee                  |                 | Economic Developement<br>Advisory Committee   |                                 | Rural Tourism & Marke<br>Committee                              | eting    |
|                     |   |                 |   |                                 |   |          |