

February 2, 2023 at 6:00pm
City Council Meeting
Audio/Video Teleconference
Oakridge City Hall & Zoom
48318 E. 1st Street
Oakridge OR, 97463
REGULAR MEETING



1. CALL MEETING TO ORDER

2. Pledge of Allegiance

3. Roll Call

4. Additions, Corrections or Adjustments to the Agenda

5. Public Comment

Individual speakers must be recognized by the presiding officer, provide their name and address, and are allowed up to 3 minutes to speak. The Council will not engage in discussion or make any decisions based on public comment. The Council may take comments under advisement for discussion and action at a future Council meeting.

6. Mayor Comments / Announcements / Proclamations

7. Council Comments / Announcements

8. Consent Agenda

8.1 Minutes from previous City Council meeting(s) on: **10/6/22, 9/1/22, and 1/19/23**

9. Business from the City Council

- 9.1 April Street closure
- 9.2 City Hall Window Bids
- 9.3 Gravel Grinder Alcohol Permit
- 9.4 Bus Fair Alcohol Permit
- 9.5 Dogs of Valor Fee Waiver Request
- 9.6 OEDAC Operating Guidelines
- 9.7 CA Evaluation Summary

10. Business from the City Administrator

- 10.1 RFP for Realtor of Record – Results and request for reopening the RFP for 2nd application
- 10.2 RFP for new Auditor – Results and recommendation
- 10.3 New Police/EMS Dispatch services IGA – Bid proposal from Junction City

11. Staff and Board/Committee/Commission Reports

- 11.1 Admin Committee (Kinyon)
- 11.2 Parks & Community Services Committee (Zylstra)
- 11.3 Public Safety Committee (Coker)
- 11.4 Audit Committee (Kinyon)
- 11.5 Charter Review Sub-Committee (Kinyon)
- 11.6 Budget Committee (All)
- 11.7 Library Board (Vacant)
- 11.8 RTMP & TRT (Kinyon)
- 11.9 Planning Commission (Zylstra)
- 11.10 OEDAC (Mayor Cutchen)
- 11.11 Special Fire District Sub-Committee (Hooker)
- 11.12 WAC Sub-Committee (Hooker)
- 11.13 WAC Funding Committee (Mayor Cutchen)

12. Items removed from the Consent Agenda

13. Ordinances and Resolutions (with Public Comment)

- 13.1 CA Evaluation Process Resolution 01-2023 (2nd Reading)
- 13.2 Supplemental Budget Resolution 02-2023

14. Public Hearings

15. Appointments

- 15.1 John McClelland – Planning Commission (renewing)

- 15.2 Heather Buley – Parks Committee
 - 15.3 Gail Partain - Planning Commission
 - 15.4 Mary Rivera - OEDAC
 - 15.5 Su Stella – RTMP-TRT Committee
 - 15.6 Robert Woodson – Library Board*
 - 15.6 Jill Mardin – Library Board*
- *only 1 position available*

16. Public Comment

17. Adjourn

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

- 1. On your computer, tablet or smartphone go to <https://us02web.zoom.us/j/3664311610>**
- 2. On your telephone, dial: 669-900-9128, then enter Meeting ID: 366 431 1610.**
- 3. Send comments by email to: cityadministrator@ci.oakridge.or.us by 2pm the day of the meeting.**
- 4. Attend in person at City Hall (48318 E. 1st Street, Oakridge, OR).**

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.*



September 1, 2022
Regular Session (Via Zoom)
City Hall Conference Room
48318 E 1st Street
6:00 p.m.

MINUTES

1. Call meeting to order- 6:00 pm

Council Present: Mayor Christina Hollett, Councilors Bobbie Whitney, Dawn Kinyon, Audy Spliethof, Melissa Bjarnson, Michelle Coker and Jan Hooker

Staff Present: City Administrator James Cleavenger, Police Chief Kevin Martin, and City Recorder Jackie Taylor

2. Pledge of Allegiance

3. Roll Call

4. Additions, corrections or adjustments to the agenda

5. Public Comments

Mayor Hollett-read a letter from Jeri Reed.

6. Mayor Comments / Announcements / Proclamations

Mayor Hollett-reported on meetings that she has attended. She met with the Mayor of Cottage Grove to discuss homelessness.

7. Council Comments / Announcements

Councilor Kinyon-appreciates the Cedar Creek Fire Updates.

8. Consent Agenda

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

Spliethof (aye), Coker (aye), Whitney (aye), Hollett (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye). Motion passed 7-0

9. Business from the City Council

9.1 Fire Updates

Scott Hollett- gave fire updates from the meetings he has attended, there are no concerns at this point.

9.2 Caselle software contract options

James-read the issue.

Motion: Councilor Kinyon moved to allow the Finance Director to accept the hosted software and services proposal from Caselle with the conditions outlined above and discussed by council. Councilor Whitney seconded the motion.

James-gave a brief introduction about this software, Colleen was out of town and she is more familiar with this since she has been talking to the Caselle team. There was discussion on where the funds would come from and the options that we had to purchase through Caselle.

The council decided to table this until Colleen could be present to answer questions.

Councilor Kinyon- withdrew her motion.

Councilor Whitney-recommended that everyone get their questions together

9.3 Updates on DEQ projects and contract with WestOak GIS & Planning LLC

Rick Zylstra-gave an update on the progress with DEQ.

James-we will have some leniency because of COVID.

9.4 Officer Steve Davidson retirement recognition gift options

James-read the issue.

James-asked Chief Martin if we surplus Officer Davidson's weapon, will we have the funds to purchase another one for the department?

Chief Martin-yes, we will be able to purchase another weapon.

Motion: Councilor Kinyon moved to declare retired Police Officer Steve Davidson's duty weapon a surplus item. Councilor Whitney seconded the motion.

Spliethof (nay), Hollett (aye), Coker (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye), Whitney (aye). Motion passed 6-1

Motion: I move to approve \$570 from the police department budget to be used to purchase the surplus weapon and badge as retirement gifts for Officer Steve Davidson, in recognition of his honorable service to our city. Councilor Coker seconded the motion.

Coker (aye), Whitney (aye), Hollett (aye), Hooker (nay), Spliethof (nay), Kinyon (aye), Bjarnson (aye). Motion passed 5-2

9.5 Greenwaters Park discussion

Mayor Hollett-read the issue.

Mayor Hollett-has heard a lot of complaints about the park. She wants to discuss having a community cleanup for our parks. The Amphitheater needs a lot of work, painting, and moss removal. This is a great park and it should be being utilized every weekend.

Councilor Whitney-suggested that this go to the Parks and Community Services Committee. Rick has a list as well and they can look for grants.

9.6 Adoption of the 2020 Lane County Community Wildfire Protection Plan (Resolution 05-2022)

James-read the issue.

Motion: Councilor Whitney moved to adopt Resolution 05-2022 to adopt the 2020 Lane County Community Wildfire Protection Plan. Councilor Coker seconded the motion.

James-read Resolution 05-2022.

Kinyon (aye), Hollett (aye), Whitney (aye), Bjarnson (aye), Hooker (aye), Spliethof (aye), Coker (aye). Motion passed 7-0

Motion: Councilor Whitney moved to adopt Resolution 05-2022 for the 2020 Lane County Community Wildfire Protection Plan after the 2nd reading. Councilor Coker seconded the motion.

James-read the motion a 2nd time.

Bjarnson (aye), Hollett (aye), Kinyon (aye), Whitney (aye), Spliethof (aye), Coker (aye), Hooker (aye). Motion passed 7-0

9.7 Coburg Police Thank you Letter

James-read the issue.

Motion: Councilor Coker moved to allow the City Administrator to draft a thank you letter to the Coburg Police Department. Councilor Hooker seconded the motion.

Coker (aye), Bjarnson (aye), Whitney (aye), Hollett (aye), Spliethof (aye), Kinyon (aye), Hooker (aye). Motion passed 7-0

9.8 Town Hall Discussion

Mayor Hollett- we need to decide on a date for the PSF town hall meeting.

The council agreed on October 8th at 5:00 pm at the Oakridge High School auditorium.

9.9 Council Field Trip

Mayor Hollett- she would like to set a date for the council to have a field trip with public works. It will be beneficial for the councilors to see how things work when issues or projects come before them.

9.10 PSF, citizen involvement

Councilor Kinyon- she believes we should include citizens in the discussion about the PSF.

James-we have 32 open committee vacancies, we really don't need another committee. We could use the budget or public safety committee.

Councilor Hooker-we should wait until we have the town hall meeting.

Councilor Whitney-she agrees that we don't need another committee.

9.11 Special Fire District discussion

Mayor Hollett-updated the council on the Special Fire District progress and the committee members. They want Steve Able to do the feasibility study, the cost for that will be around \$10,000.

Councilor Whitney-she has put a lot of thought into this since the PSF work session. She would like to see this get going quickly and if we need to put money up front then we should do it.

Motion: Councilor Whitney moved that once the scope of study is determined we direct the CA to submit an RFP for Sole Source Procurement whichever is appropriate based on proposed costs. Councilor Hooker seconded the motion.

Whitney (aye), Spliethof (aye), Bjarnson (aye), Hooker (aye), Coker (aye), Hollett (aye), Kinyon (aye). Motion passed 7-0

10. Business from the City Administrator

James-we applied for a grant for Cherry Street for \$250,000, he is hoping we get this one.

The housing needs analysis survey is still out.

The code evaluation study is getting kicked off, Rick attended with our consultants.

James-Jackie and I spent a lot of time today updating the website.

Colleen asked him to make sure the councilors have their questions about Caselle in to him by the end of next week.

James- he will be attending the League of Oregon Cities Conference in October in Bend.

11. Staff reports

Chief Martin-gave his report. Chief will be bringing in the new police officers and reserve officer to be sworn in soon.

12. Items removed from the Consent Agenda-none

13. Ordinances, Resolutions and Public comments

13.1 Resolution 05-2022, adopting the Lane County Community Wildfire Protection Plan. (Item 9.6)

14. Public Hearings-none

15. Appointments-none

16. Public Comment

Rustie Ackland 48265 Commercial St-she hopes the council will make a decision about the PSF after the town hall and she hopes they make it quickly.

Dan Barclay-talked about the PSF work sessions, his concern isn't about the money, and it is the way it was done.

17. Adjourn -8:36 PM

Signed: _____
Christina Hollett, Mayor

Signed: _____
Jackie Taylor, City Recorder



October 6, 2022
Regular Session (Via Zoom)
City Hall Conference Room
48318 E 1st Street
6:00 p.m.

MINUTES

1. CALL MEETING TO ORDER- 6:00 pm

Council Present: Mayor Christina Hollett, Councilors Bobbie Whitney, Dawn Kinyon, Audy Spliethof, Melissa Bjarnson, Michelle Coker and Jan Hooker

Staff Present: City Administrator James Cleavenger, Police Chief Kevin Martin, Finance Director Colleen Shirley and City Recorder Jackie Taylor

2. Pledge of Allegiance

3. Roll Call

4. Additions, corrections or adjustments to the agenda-none

5. Public Comments

Dan Barclay 47501 Hwy 58- When is the audit going to be filed.

Colleen- the Audit meeting is Friday, they have been pushing it off and it is out of our control.

6. Mayor Comments / Announcements / Proclamations-none

7. Council Comments / Announcements-none

8. Consent Agenda-none

9. Business from the City Council

9.1 Swearing in and Introduction of 3 new Police Officers: Sgt. Shane Madsen, Office Mike Baeuerlen and Reserve Officer Kyle Lakey.

James-read the issue.

Chief Martin-swore in the new Police Officers and Reserve Officer.

9.2 Caselle software contract options

Colleen-read the issue and presented the Caselle information to the council.

Motion: Councilor Whitney moved to allow the Finance Director to accept the one time software license training and conversion services proposal from Caselle with the conditions discussed by council. Councilor Spliethof seconded the motion.

Colleen -explained the difference in the plans that we can purchase. We have an IT person so we won't need to worry about that portion.

Coker (aye), Hollett (aye), Hooker (aye), Whitney (aye), Bjarnson (aye), Kinyon (aye), Spliethof (aye). Motion passed 7-0

Motion: Councilor Kinyon moved to authorize the Finance Director to research and purchase a new server. Mayor Hollett seconded the motion.

Hooker (aye), Bjarnson (aye), Whitney (aye), Kinyon (aye), Coker (aye), Spliethof (aye), Hollett (aye). Motion passed 7-0

9.3 Updates on DEQ, TMDL, and HNA projects and contract with WestOak GIS & Planning LLC

Rick Zylstra-gave his updates on the DEQ, TMDL and HNA projects.

9.4 Community Services Director/City Planner Hiring

James-read the issue.

Mayor Hollett-she believes this would be a good idea, not having a planner has deterred us from moving on on certain projects.

Motion: Councilor Spliethof moved to allow the City Administrator the start the hiring process for a Community Services Director/City Planner Immediately. Councilor Hooker seconded the motion.

Coker (aye), Spliethof (aye), Hooker (aye), Kinyon (aye), Hollett (aye), Bjarnson (aye). Motion passed 6-0

9.5 Choosing a new date for the Public Safety Fee Community Forum

The council discussed a variety of dates that might work for the PSF Community Forum.

Motion: Councilor Spliethof moved to reschedule the Public Safety Fee Community Forum to Saturday October 29th at 6pm at the Oakridge High School Auditorium. Mayor Hollett seconded the motion.

Bjarnson (aye), Spliethof (aye), Whitney (nay), Hollett (aye), Kinyon (aye), Coker (aye), Hooker (aye). Motion passed 6-1.

10. Business from the City Administrator

James-the Lane County Sheriff's Department no longer wishes to do our dispatch services. We will have to search for options on what to do for our dispatch services.

11. Staff reports

Robeart-gave a public works update.

12. Items removed from the Consent Agenda-none

13. Ordinances, Resolutions and Public comments-none

14. Public Hearings-none

15. Appointments-none

16. Public Comment

Dan Barclay- liked the Oath that the officers took.

17. Adjourn -8:23 PM

Signed: _____
Christina Hollett, Mayor

Signed: _____
Jackie Taylor, City Recorder



January 19, 2023
Regular Session
City Hall Council Chambers and Zoom
48318 E 1st Street
6:00 p.m.

MINUTES

1. Call Meeting to Order- 6:00 pm

Council Present: Mayor Bryan Cutchen, Councilors Dirk "Poncho" Tarman, Dawn Kinyon, Melissa Bjarnson and Michelle Coker

Staff Present: City Administrator James Cleavenger, Police Chief Kevin Martin, Finance Director Colleen Shirley, City Recorder Jackie Taylor and Community Development Director Rick Zylstra

2. Pledge of Allegiance

3. Roll Call-Councilor Hooker was excused.

4. Additions, Corrections or Adjustments to the Agenda

Mayor Cutchen-wanted to remove items 9.2 Window Bids, 9.7 CA Evaluation Summary and 15.1 Gail Partain, Planning Commission appointment. Mayor Cutchen also wanted 9.3 Supplemental budget moved down to 13.2.

5. Public Comment

Kelly Brewer-talked about item 9.6

Luis Pokorny- talked about item 9.6

6. Mayor Comments / Announcements / Proclamations

6.1 Oakridge Library Bookmark Contest award winners: Kailyn Howard, Aubree Jackson and Lindsay Eli.

Mayor Cutchen-presented the awards to the contest winners.

7. Councilor comments / Announcements

Councilor Kinyon-mentioned that the council wasn't asked about item #4.

8. Consent Agenda

8.1 Minutes from previous City Council Meetings on – 10/20/2022, 11/3/2022, 11/17/2022 and 1/5/2023

Motion: Councilor Kinyon moved to approve the consent agenda without the minutes from 1/5/2023. Councilor Coker seconded the motion.

Coker (aye), Cutchen (aye), Tarman (aye), Bjarnson (aye), Kinyon (aye). Motion passed 5-0

9. Business from the City Council

9.1 City Attorney Contract Increase

James-read the issue.

Mayor Cutchen-thinks this is a fair increase.

Motion: Councilor Tarman moved to accept the increased rate for legal services, as set forth in the proposed addendum to the 2019 City Attorney Contract. Councilor Coker seconded the motion.

Coker (aye), Kinyon (aye), Cutchen (aye), Tarman (aye), Bjarnson (aye). Motion passed 5-0

9.1 City Hall window bids-*removed from agenda*

9.3 Supplemental Budget (Resolution 02-2023)-moved to 13.2 removed from agenda

9.4 Brock Butterfield funding request for Bus Fair 2023

James-read the issue.

Mayor Cutchen-recommended we offer \$7,500 in TRT, the full \$2,500 in RTMP and no fee waiver for the use of the park.

Motion: Councilor Kinyon moved to approve \$10,000 in TRT funding plus \$2500 in RTMP funding and \$5,900 in rental fee waivers, to Brock Butterfield for the 2023 Bus Fair. Councilor Coker seconded the motion. Bjarnson (aye), Kinyon (aye), Coker (aye) Tarman (aye), Cutchen (aye). Motion passed 5-0.

9.5 Concerts in the Park fee waiver request

Motion: Councilor Kinyon moved to approve the transfer of \$1500 in RTMP funds to the Parks Fund to cover expenses for Concerts in the Parks rental fees for July 15th, July 22nd and August 12th 2023. Councilor Tarman seconded the motion.

Tarman (aye), Kinyon (aye), Coker (aye), Bjarnson (aye), Cutchen (aye). Motion carried. 5-0

9.6 Hills Street turn around

Rick-read the issue and asked the council if they had questions.

Mayor Cutchen asked Rick if he considers this a land use issue?

Rick-he considers this land use, fire and drinking water issues.

The Parks and Community Services Committee approved opening the right of way.

Motion: Councilor Bjarnson motioned to appeal the Mayors decision to not allow public comment during the agenda item. Councilor Kinyon seconded the motion.

Mayor Cutchen (nay), Coker (nay), Tarman (nay), Kinyon (aye), Bjarnson (aye). Motion failed 2-3

Motion: Councilor Tarman moved to approve option #1 to address the Hills Street Turn-Around Issue. Mayor Cutchen seconded the motion.

Bjarnson (nay), Kinyon (nay), Cutchen (aye), Coker (nay), Tarman (aye). Motion failed 2-3

9.7 CA Evaluation Summary-removed from agenda

10. Business from the City Administrator

10.1 Realtor of Record

James-read the issue. We only received on applicant

11. Staff and Board / Committee / Commission reports

11.1 Finance Report

Mayor Cutchen asked about some of items on the finance report.

Colleen-addressed the questions that Mayor Cutchen had.

11.2 Police, Chief Martin

Chief Martin-gave the police department report.

11.3 Fire, Chief Hollett

James-gave the fire department report, Chief Hollett was on a call.

11.4 Public Works, Robeart Chrisman and Rick Zylstra

Rick-gave the public works report

12. Items removed from the consent agenda

8.1 Minutes from 1/5/2023

Councilor Coker wanted to make two corrections to the minutes.

Motion: Councilor Kinyon moved to accept the minutes from the January 5, 2023 city council meeting with noted corrections. Councilor Coker seconded the motion.

Cutchen (aye), Kinyon (aye), Coker (aye), Bjarnson (aye), Tarman (aye). Motion passed 5-0

13. Ordinances, Resolutions and Public Comments

13.1 CA Evaluation Resolution 01-2023 (1st reading)

Mayor Cutchen-gave his reasons for his evaluation preference.

Councilor Kinyon-said we have always done the evaluations on an annual basis on the anniversary date that they were hired.

Motion: Councilor Kinyon I move we approve the first reading of Resolution 01-2023, Including Exhibit(s) A, B, and C, and pass it to our next City Council meeting for a second reading.

Kinyon (aye), Bjarnson (aye), Tarman (aye), Coker (aye), Cutchen (aye). Motion passed 5-0

13.2 Supplemental Budget (Resolution 02-2023)

Mayor Cutchen- it is 7:55 pm, we need more time to go over the supplemental budget so he recommends we go over this at the next meeting.

14. Public Hearings-none

15. Appointments

15.1 Gail Partain- Planning Commission-removed from agenda

15.2 Robert Woodson – Library Board-not available

15.3 Jeanne Cabello-Penn- Library Board

Motion: Mayor Cutchen moved to reappoint Jeanne Cabello-Penn to the Library Board. Councilor Kinyon seconded the motion.

Cutchen (aye), Kinyon (aye), Coker (aye), Bjarnson (aye), Tarman (aye). Motion passed 5-0

15.4 Kevin Gobelman- OEDAC

Motion: Councilor Tarman moved to reappoint Kevin Gobelman to seat 3 of the OEDAC Committee for a term of 3 years. Mayor Cutchen seconded the motion.

Cutchen (aye), Kinyon (aye), Coker (aye), Bjarnson (aye), Tarman (aye). Motion passed 5-0

15.5 Rustic Ackland – OEDAC

Motion: Councilor Tarman moved to appoint Rustie Ackland to seat 4 of the OEDAC Committee for a term of 3 years. Councilor Coker seconded the motion.

Cutchen (aye), Coker (aye), Tarman (aye), Kinyon (aye), Bjarnson (aye). Motion passed 5-0

15.6 City Councilor Appointment to the Library Board-table until new councilor is appointed

16. Public Comment

Gary Carl- talked about the granting of fee waivers and asked if the council read the finance report.

Kelly Brewer- talked about the Hills Street Turn-around issue.

Luis Pokorny-he was happy to see kids here at the meeting.

17. Adjourn 8:05 pm

Signed: _____
Bryan Cutchen, Mayor

Signed: _____
James Cleavenger, City Recorder

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: April Street Closures

Agenda Item No: 9.1

Proposed Council: Approve Street closures on Cedar and Ash St. for April 22nd and 29th

Exhibits: Map (attached to Agenda Bill) and Paint quote from Rodda

Agenda Bill Author: Rick Zylstra

ISSUE: The Upper Willamette Storm Drain and Creative Crosswalks Project is requesting street closures on both April 22nd and 29th for painting. The requested closures are four streets listed below, (Please see map at end of agenda bill)

- Cedar Street ½ block between East 1st and the alley to the north.
- Cedar Street ½ block between East 1st and the alley to the south.
- Ash Street ½ block between East 1st and the alley to the north.
- Ash Street ½ block between East 1st and the alley to the south.

Below is the tentative timeline for the Upper Willamette Storm Drain and Creative Crosswalks Project, it is the goal to have art painted for the Tree Planting Festival. Painting the storm drains is required by the DEQ in our TMDL.

Friday Artwalk presentation	February 3rd
Zoom Follow-up meeting for perspective artists presentation for school?	February 10th ????
Opening date for art to be submitted	March 1st
Closing date for art to be submitted	April 1st
City Council picks artwork	April 6th or 20th
Street closures	April 22nd & 29th
Tree planting weekend	May 5th

FISCAL IMPACT: Approximately **\$467** for paint (from the stormwater budget).

RECOMMENDATION: Approve both dates for the street closures

RECOMMENDED MOTION: *“I move we approve the street closures on April 22nd and 29th for the Upper Willamette Storm Drain and Creative Crosswalks Project to paint art in the crosswalks and around the storm drains in and adjacent to Cedar and Ash Streets at East 1st Street.”*

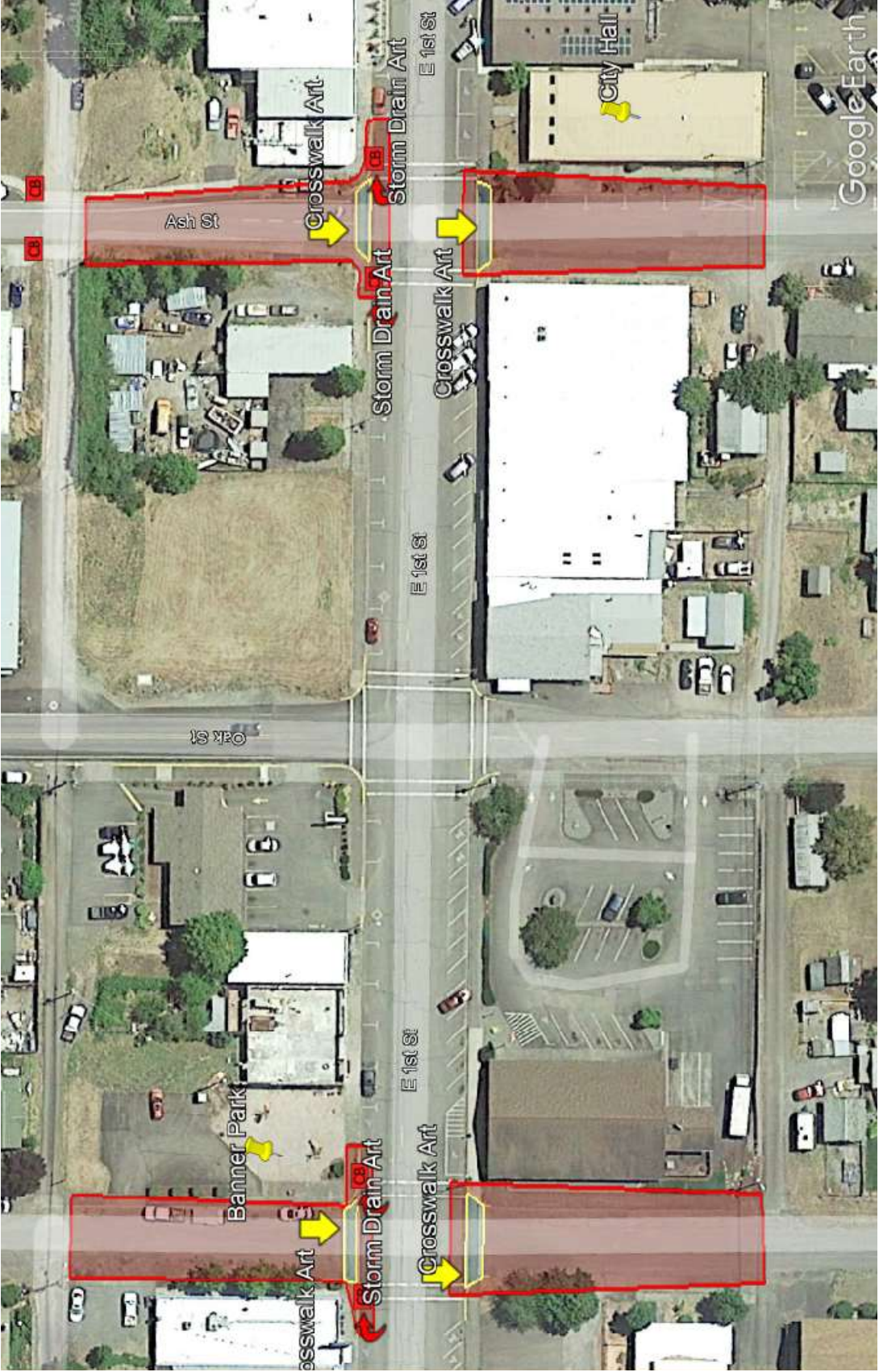
STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property and the environment.

Theme 2 (Responsive Government), Goal #2: Provide facilities and infrastructure that support current and future needs.

Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

Theme 4 (Community Livability), Goal #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.



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Eugene, Or 97401

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57344A5		DRIVELINE TP RED ACRYLIC	5G*	1	93.50	93.50
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Business of the City Council

City of Oakridge, Oregon

Agenda Title: Purchase and installation of exterior windows at the city hall building.

Proposed Council Action: A motion from the floor to approve

Agenda Item No: 9.2

Exhibits: 4 bids for purchase and installation of new exterior windows.

Author: Colleen Shirley

ISSUE:

The city hall building has had very little to no upkeep on it since it was built in the early 60's. With the recent help of ARPA funds we have been able to start replacing the 22 year old carpet, install ductless heating/ac units in the main rooms and replace the original fluorescent lighting fixtures along with some paint and other much needed updates. The city hall, the heart of the city has been severely neglected leaving it not far behind the fate of the WAC building. A building that is currently condemned to do lack of upkeep and the lack of funds to keep it updated enough to be used and occupied.

We have louver windows which are very insecure and have we drafts from just about every window taking away from the positive impacts of the new ductless systems. We have over 70 windows in the building which are single paned and original to the building. We have make-shift windows made of plywood put in to surround the old window ac units. They do not fit securely and every spring/summer we have birds that nest in them and leave nesting and feces matter that actually fall into the inside of the building. Our servers that backup and hold all the information to run city hall sit right below one of these windows.

This is just a few of the negative impacts of these current windows in the city hall building. This is a substantial cost but if done will prolong the life of this wonderful mid-century modern building that is the heart of Oakridge and should be saved from the fate that it is facing if we don't start taking care of it. Any business that is to be conducted in the city is done at this building. Should it not be something that we take care of? I am asking for approval to use ARPA funds to do this much needed update to maintain and improve the city hall building.

FISCAL IMPACTS: \$55,317 (ABEE Windows), \$59,894 (Mark & Co.), \$68,887.70 (AP Window Co.), or \$74,491 (Emerald Valley Weatherization). All bids were initially submitted months ago, but recently had to be revised due to a design issue. ARPA funding will be used for this project.

STAFF RECOMMENDATION: The **\$59,894 bid from Mark & Co.**, because they demonstrated the responsiveness and best customer service. However, the \$55,317 bid from ABEE Windows is also acceptable.

RECOMMENDED MOTION: *"I move to allow the Finance Director to accept the proposed bid for \$_____ from _____, to purchase and install new windows at city hall using ARPA funds."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #2: *Provide facilities and infrastructure that support current and future needs.*

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 4 (Community Livability), Goal #3: *Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.*



WINDOWS
SCREENS
& GLASS

CCB # 161871

Design Plan

January 12th, 2023

City of Oakridge- Colleen Shirley
48318 E 1st Street
Oakridge, OR 97463

PHONE: (541) 782-2258 ext 3

EMAIL: colleenshirley@ci.oakridge.or.us

UTILITY LOAN & REBATE PROGRAMS:

- Check with your energy provider for any weatherization incentives
- Customer needs to apply prior to contract signing, to confirm eligibility and deadlines
- All windows at minimum reach a .30 U-Factor (aluminum excluded)

EPA LEAD BASED PAINT:



RESULTS: *Negative or N/A*

YEAR: 1979

WINDOW INSTALLATION:

- **Full Fin Application Installed as a Standard**
- Foam injected insulation at R.O., where possible, to assist in preventing sound, water & air infiltration
- Z-flashed where required
- Paintable Lifetime Acrylic/silicone Caulking on interior as needed
- Paintable Urethane Caulking on Exterior

TERMS:

- 50% Deposit Required
- No other promotional offers or coupons can be used with offer
- Offer good for 30 days

Andrew@Abee-Windows.com

503-453-7662

ESTIMATED COLOR: Clay Interior and Exterior

WINDOW LIST:

	SIZE	OPERATION	OPTION
1)	90x53	Picture (pic)	
2)	20x52	Single Hung (sh)	
3)	55x22	Picture (pic)	
4)	55x22	Picture (pic)	
5)	90x53	Picture (pic)	
6)	20x52	Single Hung (sh)	
7)	55x22	Picture (pic)	
8)	55x22	Picture (pic)	
9)	90x53	Picture (pic)	
10)	20x52	Single Hung (sh)	
11)	55x22	Picture (pic)	
12)	55x22	Picture (pic)	
13)	90x53	Picture (pic)	
14)	20x52	Single Hung (sh)	
15)	55x22	Picture (pic)	
16)	55x22	Picture (pic)	
17)	90x53	Picture (pic)	
18)	20x52	Single Hung (sh)	
19)	55x22	Picture (pic)	
20)	55x22	Picture (pic)	
21)	90x53	Picture (pic)	
22)	20x52	Single Hung (sh)	
23)	55x22	Picture (pic)	
24)	55x22	Picture (pic)	
25)	55x22	Picture (pic)	
26)	55x22	Picture (pic)	
27)	55x22	Picture (pic)	
28)	55x22	Picture (pic)	
29)	55x22	Picture (pic)	
30)	55x22	Picture (pic)	
31)	13x74	Picture (pic)	Tempered/ Door Side Lite
32)	22x64	Picture (pic)	Tempered/ Transom in Door
33)	13x74	Picture (pic)	Tempered/ Door Side Lite
34)	9 R x 111 x 25 L	Trapezoid (trap)	
35)	25 R x 111 x 43 L	Trapezoid (trap)	
36)	25 R x 111 x 43 L	Trapezoid (trap)	
37)	9 R x 111 x 25 L	Trapezoid (trap)	
38)	54x11	Tempered/ Transom in Door	
39)	54x11	Tempered	
40)	54x11	Tempered	
41)	55x22	Picture (pic)	
42)	55x22	Picture (pic)	
43)	55x22	Picture (pic)	
44)	55x22	Picture (pic)	
45)	13x74	Picture (pic)	Tempered/ Side Lite in Door
46)	23x64	Picture (pic)	Tempered/ Transom in Door
47)	13x74	Picture (pic)	Tempered/ Side Lite in Door
48)	90x52	Picture (pic)	Standard Obscure Glass
49)	20x52	Single Hung (sh)	
50)	55x22	Picture (pic)	
51)	55x22	Picture (pic)	

Andrew@Abee-Windows.com

503-453-7662

52)	55x22	Picture (pic)	
53)	55x22	Picture (pic)	
54)	55x52	Picture (pic)	Lines 54 and 55 is currently one window. Opening will be split and 2 windows will be used
55)	55x52	Picture (pic)	Lines 54 and 55 is currently one window. Opening will be split and 2 windows will be used
56)	55x22	Picture (pic)	
57)	55x22	Picture (pic)	
58)	55x22	Picture (pic)	
59)	55x22	Picture (pic)	
60)	55x22	Picture (pic)	
61)	55x22	Picture (pic)	
62)	55x22	Picture (pic)	
63)	55x22	Picture (pic)	
64)	55x22	Picture (pic)	
65)	20x112	Picture (pic)	Tempered/ Side Lite in Door
66)	72x36	Picture (pic)	Tempered/ Transom in Door
67)	20x112	Picture (pic)	Tempered/ Side Lite in Door
68)	23 R x 44 x 30 L	Trapezoid (trap)	
69)	31 R 44x 36 L	Trapezoid (trap)	
70)	37 R x 44 x 44 L	Trapezoid (trap)	
71)	11x75	Picture (pic)	Tempered/ Side Lite in Door
72)	45 R x 61 x 35	Trapezoid (trap)	Tempered/ Transom in Door
73)	11x75	Picture (pic)	Tempered/ Side Lite in Door

-SPECIAL NOTE: Highlighted lines have been removed from the estimate per customer request. Will confirm location of these openings upon final inspection.

-Each replaced window will receive new interior wood stops as needed. New wood stops will be pre-primed and ready for final paint upon completion.

-Each replaced window will receive exterior wood fill as needed, below the window frame. Wood fill will be pre-primed and ready for final paint upon completion.

-Abee Windows does not complete final paint or stain.

Design Plan 1:

.30 U-Factor



- Cascade Winpro Vinyl Windows
- EC+ Glass Package
- Argon Gas
- Intercept Spacer
- 5 Point-Weather Striping
- Standard Charcoal Screens
- Lifetime Warranty

INSTALLED PRICE with \$30.00 off each installed window/patio door promotion included:

Total-

\$55,317.00

Andrew@Abee-Windows.com

503-453-7662



Phone: 458-253-2726

Colleen Shirley
Phone: 541-782-2258

Job Address:
48318 E 1st St
Oakridge, OR 97463

Print Date: 1-26-2023

Proposal for City of Oakridge - 48318 E 1st St

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
Retro Ground Level Windows 0025 - Installation	AP Window Co Employee Install Crew - 2 person	Labor	70	\$400.00	\$28,000.00
Misc - Lead Safe Protocol 0025 - Installation	Following EPA Guideline Setup	Material	5	\$295.00	\$1,475.00
Setup 0025 - Installation	Includes covering walk ways, setting up poly below windows, sealing windows from the interior, covering landscaping/furniture/tv's, interior floor protection, ladder/plank/tool setup, and pump jacks or scaffolding when needed.	Material	5	\$255.00	\$1,275.00
8 or more Units 0050 - Removal/Recycle/Dispose	Haul away construction debris, old units, and any other waste. Dump charge, gas, time.	Other	6	\$175.00	\$1,050.00
Retro 0075 - Exterior Trim Detail Package	Existing Exterior Trim Stays. Includes interior and exterior stops, weatherization, home protection, caulking, etc	Material	35	\$150.00	\$5,250.00
UI 070 - 079 Single Color 2100 - Tuscany Picture	Transom/Picture Windows Around Top of Building Tuscany V400, 8360T, PWR, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .26, SHGC: .29, VT: .55 Model = Slider Picture Size = Net Frame: 55 1/2" x 21 3/4" Glass = 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating with Gray EdgeGardMAX Spacer	Material	17	\$822.50	\$13,982.50

	Glazing = Dual Glaze Other Options = Glass Breakage Warranty			
UI 080 - 089 Single Color 2100 - Tuscany Picture	Front, West, and East Sidelites Tuscany V400, 8320T, PW, 1 3/8" Setback, Ext Adobe / Int Adobe, U-Factor: .26, SHGC: .29, VT: .54 Model = Picture Size = Net Frame: 12" x 75" Glass = 1/8" SunCoat (Low-E) Tempered over 1/8" 4th Surface HP Coating Tempered with Gray EdgeGardMAX Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 6	\$273.95	\$1,643.70
UI 100-109 - Trapezoid (Right) Single Color 2090 - Tuscany Specialty	Above Front Door Tuscany V400, 8360T, PWG4R, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .25, SHGC: .29, VT: .54 Model = Slider Trapezoid Size = Net Frame: 60" x 43 1/2" Dimensions = Short Leg Height: 34 1/4" Handing = Right Glass = 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray Foam Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 1	\$497.95	\$497.95
UI 080- 089 - Trapezoid (Left) Single Color 2090 - Tuscany Specialty	Front Left and Front Center Trap (Not Above Door) Tuscany V400, 8360T, PWG4R, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .25, SHGC: .29, VT: .54 Model = Slider Trapezoid Front Left Size = Net Frame: 44" x 43 1/4" Dimensions = Short Leg Height: 36 3/4" Front Center Size = Net Frame: 44" x 36 1/4" Dimensions = Short Leg Height: 29 3/4" Handing = Right Glass = 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray Foam Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 2	\$441.44	\$882.88
UI 070- 079 - Trapezoid (Left) Single Color 2090 - Tuscany Specialty	Front Right (Not Above Door) Model = Slider Trapezoid Tuscany V400, 8360T, PWG4R, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .25, SHGC: .29, VT: .54 Size = Net Frame: 44" x 29 1/4" Dimensions = Short Leg Height: 22 1/2" Handing = Right Glass = 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray Foam Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 1	\$393.88	\$393.88
UI 130 - 139 Single Color 2100 - Tuscany Picture	Side Door Sidelites Tuscany V400, 8320T, PW, 1 3/8" Setback, Ext Adobe / Int Adobe, U-Factor: .23, SHGC: .28, VT: .53 Model = Picture Size = Net Frame: 17 1/2" x 112 1/2" Glass = 3/16" SunCoat (Low-E) over 3/16" 4th Surface HP Coating with Gray Cardinal Box Spacer Glazing = Dual Glaze with Argon Other Options = Glass Breakage Warranty	Material 2	\$420.55	\$841.10

UI 100 - 109 Single Color 2100 - Tuscany Picture	Above Side Front Door Tuscany V400, 8360T, PWR, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .25, SHGC: .29, VT: .54 Model = Slider Picture Size = Net Frame: 71 3/4" x 36 1/4" Glass = 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray EdgeGardMAX Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 1	\$422.35	\$422.35
UI 080 - 089 Single Color 2100 - Tuscany Picture	Above Westside and Eastside Door Tuscany V400, 8360T, PWR, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .26, SHGC: .29, VT: .55 Model = Picture Size = Net Frame: 63 1/2" x 21 3/4" Glass = 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating with Gray EdgeGardMAX Spacer Glazing = Dual Glaze Other Options = Glass Breakage Warranty	Material 2	\$300.85	\$601.70
UI 130-139 - Trapezoid (Right) Single Color 2090 - Tuscany Specialty	Conference Room South (Left and Right) Tuscany V400, 8360T, PWG4R, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .23, SHGC: .28, VT: .53 Model = Slider Trapezoid Size = Net Frame: 110 1/2" x 24 3/4" Dimensions = Short Leg Height: 11 1/2" Handing = Right and Left Glass = 3/16" SunCoat (Low-E) over 3/16" 4th Surface HP Coating with Gray Cardinal Box Spacer Glazing = Dual Glaze with Argon Other Options = Glass Breakage Warranty	Material 2	\$580.98	\$1,161.96
UI 150-159 - Trapezoid (Right) Single Color 2090 - Tuscany Specialty	Conference Room (Left-Center, Right-Center) Tuscany V400, 8360T, PWG4R, No Fin with Sloped Sill Adapter, Ext Adobe / Int Adobe, U-Factor: .23, SHGC: .28, VT: .53 Model = Slider Trapezoid Size = Net Frame: 110 1/2" x 43" Dimensions = Short Leg Height: 26 1/2" Handing = Right and Left Glass = 3/16" SunCoat (Low-E) over 3/16" 4th Surface HP Coating with Gray Cardinal Box Spacer Glazing = Dual Glaze with Argon Other Options = Glass Breakage Warranty	Material 2	\$908.38	\$1,816.76
UI 160-169 X/O/X Single Color 2010 - Tuscany Double Vent	Mayors, CD Director, Finance Director, AC Conduit, Office Eastside Left and Right Tuscany V400, 8120T, DV, 1 3/8" Setback, Ext White / Int White, U-Factor: .28, SHGC: .28, VT: .52, 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating Tariff Model = Double Vent Size = Net Frame: 111 1/2" x 55" Dimensions = Sash Width: One Quarter Handing = XOX Glass = DV 1.1 Left Vent, DV 1.1 Right Vent: 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating with Gray EdgeGardMAX Spacer, DV 1.1 Center Fixed: 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray EdgeGardMAX Spacer Glazing = Dual Glaze Hardware = SmartTouch Lock	Material 6	\$955.90	\$5,735.40

Other Options = Glass Breakage Warranty
Screen = Standard with Fiberglass Mesh

UI 160-169 X/O/X Single Color 2010 - Tuscany Double Vent	Ramp (Left, Center, Right) Tempered Tuscany V400, 8120T, DV, 1 3/8" Setback, Ext White / Int White, U-Factor: .28, SHGC: .28, VT: .52, 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating Tariff Model = Double Vent Size = Net Frame: 111 1/2" x 55" Dimensions = Sash Width: One Quarter Handing = XOX Glass = DV 1.1 Left Vent, DV 1.1 Right Vent: 3/32" SunCoat (Low-E) over 3/32" 4th Surface HP Coating with Gray EdgeGardMAX Spacer, DV 1.1 Center Fixed: 1/8" SunCoat (Low-E) over 1/8" 4th Surface HP Coating with Gray EdgeGardMAX Spacer Glazing = Dual Glaze Hardware = SmartTouch Lock Other Options = Glass Breakage Warranty Screen = Standard with Fiberglass Mesh	Material 3	\$1,285.84	\$3,857.52
--	--	------------	------------	------------

Total Price: \$68,887.70

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



CCB# 105404
148 14th Street, Springfield, OR. 97477
Phone (541) 726-1027
info@emeraldvalleyweatherization.com

Oakridge City Hall
48318 E. 1st Street
Oakridge, OR. 97463
Colleen Shirley
541-782-2258 x 3
colleenshirley@ci.oakridge.or.us

January 17, 2023

PROPOSAL

We propose to install the following weatherization measures for the prices shown. The customer is to verify the material described in this proposal meets the energy conservation requirements for this project.

Proposal is valid for 30 days.

Estimator: Gordon Rennaker

Install the following vinyl framed replacement windows/doors with LowE* glass, argon gas and screens.

Refer to the enclosed map for window locations.

Brand: Milgard- Tuscany Series

Frame Color: White (interior and exterior)

Grids: Not Included

Glass Type: Double & Triple Pane (see attached Milgard report for rating on each window) Some windows too large for triple pane

U-Factor: .25 or lower (see attached Milgard report for rating on each window)

Win. #	Description (approx. sizes)
---------------	------------------------------------

ASH STREET:

1	34 x 52 Single Hung (frame in separately)
2	34 x 52 Single Hung (frame in separately)
3	34 x 52 Single Hung (frame in separately)
4	34 x 52 Single Hung (frame in separately)
5	34 x 52 Single Hung (frame in separately)
6	34 x 52 Single Hung (frame in separately)
7	34 x 52 Single Hung (frame in separately)
8	34 x 52 Single Hung (frame in separately)
9	34 x 52 Single Hung with tempered glass (frame in separately)
10	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
11	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
12	53 x 21 Picture Window
13	53 x 21 Picture Window
14	53 x 21 Picture Window
15	53 x 21 Picture Window
16	53 x 21 Picture Window
17	53 x 21 Picture Window
18	53 x 21 Picture Window
19	53 x 21 Picture Window
20	53 x 21 Picture Window
21	53 x 21 Picture Window
22	53 x 21 Picture Window
23	53 x 21 Picture Window
24	61 x 21 Picture Window
25	53 x 21 Picture Window
26	53 x 21 Picture Window
27	53 x 21 Picture Window
28	53 x 21 Picture Window

FRONT SIDE:

29	72 x 36 Picture Window
30	17 x 112 Picture Window with tempered glass
31	17 x 112 Picture Window
32	43 x 28 x 22 Gable Picture Window
33	43 x 35 x 29 Gable Picture Window
34	42 x 42 x 36 Gable Picture Window
35	59 x 33 x 42 Gable Picture Window
36	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
37	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)



CCB# 105404
 148 14th Street, Springfield, OR. 97477
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January 17, 2023

Oakridge City Hall
 48318 E. 1st Street
 Oakridge, OR. 97463
 Colleen Shirley
 541-782-2258 x 3
colleenshirley@ci.oakridge.or.us

Install the following vinyl framed replacement windows/doors with LowE* glass, argon gas and screens.
 Refer to the enclosed map for window locations.

Brand: Milgard- Tuscany Series

Frame Color: White (interior and exterior)

Grids: Not Included

Glass Type: Double & Triple Pane (see attached Milgard report for rating on each window) Some windows too large for triple pane

U-Factor: .25 or lower (see attached Milgard report for rating on each window)

Win. # Description (approx. sizes)

LIBRARY SIDE:

38	89 x 52 Picture Window
39	19 x 52 Single Hung
40	19 x 52 Single Hung
41	89 x 52 Picture Window
42	89 x 52 Picture Window
43	19 x 52 Single Hung
44	19 x 52 Single Hung
45	89 x 52 Picture Window
46	89 x 52 Picture Window
47	19 x 52 Single Hung
48	19 x 52 Single Hung
49	89 x 52 Picture Window
50	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
51	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
52	53 x 21 Picture Window
53	53 x 21 Picture Window
54	53 x 21 Picture Window
55	53 x 21 Picture Window
56	53 x 21 Picture Window
57	53 x 21 Picture Window
58	53 x 21 Picture Window
59	53 x 21 Picture Window
60	53 x 21 Picture Window
61	53 x 21 Picture Window
62	53 x 21 Picture Window
63	53 x 21 Picture Window
64	63 x 23 Picture Window
65	53 x 21 Picture Window
66	53 x 21 Picture Window
67	53 x 21 Picture Window
68	53 x 21 Picture Window

BACK SIDE:

69	112 x 24 x 8 Gable Picture Window
70	112 x 38 x 28 Gable Picture Window
71	112 x 28 x 38 Gable Picture Window
72	112 x 8 x 24 Gable Picture Window

The bid does not include permits (city to apply and provide)

Bid Price Installed...\$ 74,491.00

Deduct \$5,106.00 for triple single hungs (3 windows mullled) for #1-3, 4-6 and 7-9. Yes _____ No _____

Deduct \$5,228.00 for triple single hungs (3 windows mullled) for #38/39,40/41,42/43,44/45,46/47,48/49 and one lite picture windows for #52/53,54/55,56/57,58/59,60/61,62/63,65/66 and 67/68. Yes _____ No _____

Payment: A 50% deposit is due to order. The remaining balance is due in full at time of completion by cash or check (ADD 2% FOR ALL DEBIT/CREDIT CARD TRANSACTIONS).

A 2% monthly fee of current balance will be added every 30 days (not a finance charge). In the event any legal proceeding is commenced for the purpose of enforcing this agreement, or for collecting of any amount due, the prevailing party shall be entitled to recover reasonable attorney fees and related expenses, in addition to the costs and disbursements allowed by law.

I accept this proposal and authorize Emerald Valley Weatherization, Inc. to do the work as specified above and for the prices shown. I also acknowledge receipt of the "Consumer Protection Notice" form, the "Notice of Procedure" form and the "Information Notice to Owners About Construction Liens" form.

Owner/Agent Signature _____

Date _____

Please sign and return all pages of this proposal so we can order the products and proceed with schedule.



CCB# 105404
148 14th Street, Springfield, OR. 97477
Phone (541) 726-1027
info@emeraldvalleyweatherization.com

Initials:	
	<p>*LowE is a thin metallic coating on the inside surface of insulated-glass panels. This allows the sun's heat and light to pass through, but, at the same time, reflects radiant heat back toward its source. It can help keep your home warmer in the winter and cooler in the summer. The glass will have a tint ranging from gray to blue to green appearance- depending on the glass supplier and/or window manufacturer. Window manufacturers can change glass suppliers at any time without notice. Other factors like shade, overhangs (porches/awnings), sunlight exposure, house direction can also contribute to the different appearance in tint. This can be especially noticeable when replacing older windows/doors that currently have single pane and/or clear glass. Double pane glass options will differ in darkness and tint. Triple pane glass will be darker than double pane glass. All utility companies require LowE glass to meet the criteria of their loan and/or rebate incentive programs and some may require triple pane. We encourage you to visit our showroom or inquire about glass options before you purchase the windows/doors. Once windows/doors are ordered, they cannot be returned or credited.</p>
	The bid price includes hauling away old windows/doors and daily jobsite cleanup.
	Unless otherwise noted above, the bid price does not reflect any utility rebates or loans, if available. The utility program offers a rebate OR loan (not both).
	The customer is to pre-apply and get prior approval authorization for utility rebates or loans, if available. The approval is needed before the work can begin- the loan or approximate rebate on this proposal is not guaranteed unless you are pre-approved from your utility provider. Contact your heating utility provider to pre-apply or ask us for more information. **Final rebate amount to be determined by your utility company representative and will be close to the approximate amount above (varies due to measurements and rounding).
	If dry rot is discovered, the customer is notified for option to repair. Or, if EVW can repair the dry rot, we will add \$85 per man-hour plus materials to final invoice. EVW can repair surface dry rot repair around windowsills and trim only.
	If the home is built before 1978, the bid includes lead-based paint work safe practices as required by law.
	We use paintable acrylic/silicone caulk on the interior and paintable urethane on the exterior of each window/door.
	Painting and/or staining is NOT included. Touch up painting on screw/nail holes or caulking may be needed and is to be done by customer.
	Your bid may or may not include trim. If your bid includes trim, all new primed trim will need to be painted by customer within six months. Any clear trim is to be stained by customer.
	The customer is to routinely clean windows and door tracks and weepholes and apply caulking as needed with home maintenance.
	The customer is to remove and reinstall all window/door coverings (blinds, shades, drapes, curtains, etc.). In some cases, the new windows/doors may come in farther than the old windows/doors and the existing blinds may not fit. The bid does not include new window/door coverings.
	The customer is to move all interior and exterior items and furniture away from each window- roughly 3 feet of clearance. The installers will need to be inside and outside of each window. An additional labor charge of \$85 per man hour will be added to final invoice if EVW installers must move any items necessary to complete the job. Additionally, EVW will not be responsible to replace or relocate any items to their original location.
	If altering any window/door frame opening (enlarge or shrink), the customer is responsible for any electrical cost (phone/cable/wiring/etc.). If any sheetrock patching is installed- the customer is to tape/mud/texture/paint and finish as needed.
	The bid includes Z-flashing where required.
	The manufacturer warranty and order number will be provided on final invoice. MOST manufacturers offer a limited lifetime warranty to the homeowner that <i>resides</i> in the home and a 10-year warranty on rentals. For copies of warranties, please ask.
	Emerald Valley Weatherization has a 5-year warranty on labor/craftsmanship.
	All measurements on the bid are approximate. We will schedule a time to check the final measurements before we place the order.
	If bid has more than 5 windows, then price is valid if 5 or more windows are installed.
	Once the proposal is signed and the windows/doors are ordered there can be no cancellations, changes, returns, credits, or refunds.
	Due to supply and demand, labor shortage, increased lead times and the lingering effects of COVID, all dates and times for all appointments, including deliveries, installs and estimates are approximate and subject to change at any moment. Thank you for your patience and understanding with the scheduling in all departments.

Owner/Agent Signature

Date

Please sign and return all pages of this proposal so we can order the products and proceed with schedule.



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

(over)

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Print Name (as it appears on contract)

Print Name (as it appears on contract)

Signature

Date

Signature

Date



Notice of Procedure Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: _____

HOMEOWNER: _____

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative Date

Signature Date



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law.
2. Licensing is not a guarantee of the contractor's work.
 - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
3. **What you should know about bids, contracts, and change orders:**
 - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
4. **Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
5. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

CONTRACTOR: CCB#: _____

PROPERTY OWNER:

Signature

Date

Signature

Date

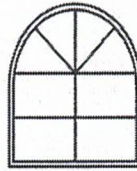
Mailing Address:
P.O. BOX 21002
Eugene, OR 97402

Mark & Co.

Office Address: 157 S. 47th
Street Springfield OR 97478

ESTIMATE

Quote Good for 60 Days



The Window Company
Your Neighbors Recommend

Date 11/10/2022 www.markandcowindowanddoor.com

Name Oakridge city Hall - Colleen Shirley

Address 48318 E 1st St

City Oakridge OR Zip 97463

Res. Phone _____ Cell Phone 541-852-0475

Bus. Phone _____ Email: ColleenShirley@CI.oakridge.OR.US

Office: 541-689-2830

FAX: 541-461-2309

CCB # 119715

Licensed • Bonded • Insured

WINDOWS/PATIO DOORS

	WIDTH	HEIGHT	TYPE	LOCATION	GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM	ESTIMATE
1	4 ⁶	2 ⁰	PW								523
2	4 ⁶	2 ⁰	PW								523
3	4 ⁶	1 ⁰	PW								467
4	4 ⁶	1 ⁰	PW								467
5	4 ⁶	1 ⁰	PW								467
6	4 ⁶	2 ⁰	PW								523
7	4 ⁶	2 ⁰	PW								523
8	4 ⁶	2 ⁰	XO								586
9	4 ⁶	2 ⁰	PW								523
10	1 ⁰	6 ⁶	PW				X				560
11	1 ⁰	6 ⁶	PW				X				560
12	5 ⁶	2 ⁰	PW								558
13	4 ⁶	2 ⁰	PW								523
14	4 ⁶	2 ⁰	PW								523
15	4 ⁶	2 ⁰	PW								523
MILGARD: WHITE TAN CLAY											
PRIME: WHITE ADOBE ALMOND											
											\$7849

Library side
fish street
side
fish street
side
basement

INSTALLED!!

All windows/patio doors have low E glass. Estimate does/does not include grids.

These windows have _____ U-value.

*Job total for .22/.25 U-value = \$51,967

For .30 u-value subtract \$3496

Follow-up call next _____ Estimated time of installation _____ weeks after signed contract.

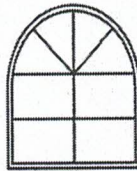
Mailing Address:
P.O. BOX 21002
Eugene, OR 97402

Mark & Co.

Office Address: 157 S. 47 th
Street Springfield OR 97478

ESTIMATE

Quote Good for 60 Days



The Window Company
Your Neighbors Recommend

Date _____ www.markandcowindowanddoor.com
Name Oakridge City Hall
Address _____
City _____ Zip _____
Res. Phone _____ Cell Phone _____
Bus. Phone _____ Email: _____

Office: 541-689-2830

FAX: 541-461-2309

CCB # 119715

Licensed • Bonded • Insured

WINDOWS/PATIO DOORS					GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM			ESTIMATE
	WIDTH	HEIGHT	TYPE	LOCATION									
1	46	2°	XO	AC Now									596
2	76	46	PW										937
3	2°	46	SH										592
4	2°	46	SH										592
5	76	46	PW										937
6	46	2°	PW										596
7	76	46	PW										936
8	2°	46	SH										592
9	46	2°	PW										530
10	46	2°	PW										530
11	2°	46	SH										592
12	76	46	PW										937
13	46	2°	PW										530
14	46	2°	PW										530
15	46	2°	XO										596
MILGARD: WHITE TAN CLAY													
PRIME: WHITE ADOBE ALMOND													\$10,023.

INSTALLED!!

All windows/patio doors have low E glass. Estimate does/does not include grids.

These windows have .22/.25 U-value.

Follow-up call next _____ Estimated time of installation _____ weeks after signed contract.

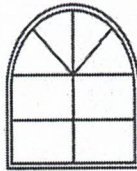
Mailing Address:
P.O. BOX 21002
Eugene, OR 97402

Mark & Co.

Office Address: 157 S. 47 th
Street Springfield OR 97478

ESTIMATE

Quote Good for 60 Days



The Window Company
Your Neighbors Recommend

Date _____ www.markandcowindowanddoor.com
Name Oakridge City Hall
Address _____
City _____ Zip _____
Res. Phone _____ Cell Phone _____
Bus. Phone _____ Email: _____

Office: 541-689-2830

FAX: 541-461-2309

CCB # 119715

Licensed • Bonded • Insured

Ash Street Side

WINDOWS/PATIO DOORS					GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM			ESTIMATE
	WIDTH	HEIGHT	TYPE	LOCATION									
1	4 ⁶	2 ⁰	XO										596
2	9 ³	4 ⁶	PW/SH	Ramp	7 ⁶ 4 ⁶ PW	X		2 ⁰ 4 ⁶ SH					1900
3	4 ⁶	2 ⁰	PW										530
4	4 ⁶	2 ⁰	PW										530
5	7 ⁶	4 ⁶	PW	Ramp			X						1230
6	2 ⁰	4 ⁶	SH				vent						670
7	2 ⁰	4 ⁶	SH				vent						670
8	7 ⁶	4 ⁶					X						1230
9	2 ⁰	4 ⁶											530
10	2 ⁰	4 ⁶											530
11	1 ⁰	6 ⁶					X						569
12	1 ⁰	6 ⁶					X						569
13	5 ⁶	2 ⁰											567
14	4 ⁶	2 ⁰											530
15	4 ⁶	2 ⁰											596
MILGARD: WHITE TAN CLAY													
PRIME: WHITE ADOBE ALMOND													\$11,247

INSTALLED!!

All windows/patio doors have low E glass. Estimate does/does not include grids.
These windows have 0.22/0.25 U-value.

Follow-up call next _____ Estimated time of installation _____ weeks after signed contract.

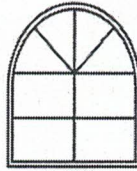
Mailing Address:
P.O. BOX 21002
Eugene, OR 97402

Mark & Co.

Office Address: 157 S. 47 th
Street Springfield OR 97478

ESTIMATE

Quote Good for 60 Days



The Window Company
Your Neighbors Recommend

Date _____ www.markandcowindowanddoor.com
Name Oakridge city Hall
Address 40318 E 1st St
City _____ Zip _____
Res. Phone _____ Cell Phone _____
Bus. Phone _____ Email: _____

Office: 541-689-2830
FAX: 541-461-2309
CCB # 119715
Licensed • Bonded • Insured

WINDOWS/PATIO DOORS					GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM			ESTIMATE
	WIDTH	HEIGHT	TYPE	LOCATION									
1	1°	6°	PW										
2	1°	6°	PW										
3	5°	3°/38	PW/trap										
4	4°	3°/3'	PW/trap										
5	3°	3°/2°	trap										
6	3°	2°/2°	trap										
7	1°	9°	PW										
8	1°	9°	PW										
9	6°	3°	PW										
10	4°	2°	XO										
11	4°	2°	PW										
12	5°	2°	PW										
13	1°	2°	PW										
14	3°	2°	PW										
15	4°	2°	PW										
MILGARD: WHITE TAN CLAY <u>Adobe</u>													
PRIME: WHITE ADOBE ALMOND													

Ash Street side

INSTALLED!!

All windows/patio doors have low E glass. Estimate does/does not include grids.
These windows have .30 U-value. Styleline

Follow-up call next _____ Estimated time of installation _____ weeks after signed contract.

Dn4

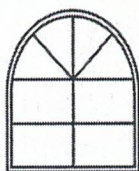
Mailing Address:
P.O. BOX 21002
Eugene, OR 97402

Mark & Co.

Office Address: 157 S. 47 th
Street Springfield OR 97478

ESTIMATE

Quote Good for 60 Days



The Window Company
Your Neighbors Recommend

Date _____ www.markandcowindowanddoor.com
Name Oakridge City Hall
Address _____
City _____ Zip _____
Res. Phone _____ Cell Phone _____
Bus. Phone _____ Email: _____

Office: 541-689-2830
FAX: 541-461-2309
CCB # 119715
Licensed • Bonded • Insured

Lot Side
Library Side

WINDOWS/PATIO DOORS					GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM	Sun max	ESTIMATE
	WIDTH	HEIGHT	TYPE	LOCATION								
1	95	2°/8"	PW/trap								X	1492
2	93	3 7/23	trap								X	1872
3	93	3 7/23	trap								X	1872
4	93	8 1/2°	trap								X	1492
5	4°	2°	PW									530
6	2°	2°	PW									467
7	3°	2°	XO	Ac Now								543
8	4°	2°	PW									530
9	1°	2°	PW									467
10	3°	2°	XO	Ac Now								543
11	7°	4°	PW									937
12	2°	4°	SH									592
13	2°	4°	SH									592
14	7°	4°	PW									937
15	4°	2°	PW									530
MILGARD: WHITE TAN <u>CLAY</u>												
PRIME: WHITE ADOBE ALMOND												\$13,396

INSTALLED!!

All windows/patio doors have low E glass. Estimate does/does not include grids.

These windows have .23/.25 U-value. styleline/tuscany

Line 1-4 Tuscany trapezoids .23 U-value

Follow-up call next _____ Estimated time of installation _____ weeks after signed contract.

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Gravel Grinder Alcohol Permit

Agenda Item No: 9.3

Exhibit: Gravel Grinder Alcohol Permit Form

Proposed Council Action: A motion from the floor to approve the permit

ISSUE:

The Oregon Trail Gravel Grinder bike race is scheduled and approved for June 22-24, 2023 at Greenwaters Park. They have submitted an Alcohol Permit application form (see exhibit), requesting to be allowed to serve alcohol from **5-8pm on June 22nd and 23rd**. OLCC certified servers will be used to serve the alcohol and the event organizers have fulfilled all the necessary requirements and paid all the necessary fees for this event.

FISCAL IMPACT: None

OPTIONS: Approve or deny the alcohol permit

RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the Gravel Grinder's alcohol permit."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property and the environment.

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 3 (Strong Economy), Goal #2: Sustainably develop and market the recreational tourism industry in a way that benefits local business and residents.

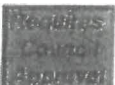
Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category:	Event: <u>Oregon Trail Gravel Grinder</u>
Family: <input type="checkbox"/>	Event Sponsor: <u>Breakaway Promotion</u>
Group: <input type="checkbox"/>	Date of Event: <u>June 22-24, 2023</u>
Non-Profit: <input type="checkbox"/>	Hours of Event: <u>8AM-8AM</u>
For Profit: <input checked="" type="checkbox"/>	Will you charge admission to the event? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Expected Number of People Attending the Event: <u>300</u>
	Applicant: <u>Chad Sperry</u>
	Contact Address: <u>4005 NW Helmholtz Way, Redmond, OR 97756</u>
	Contact Phone: <u>541-980-2378</u>

Facility To Be Reserved: (Check all that apply to Event)	Greenwaters:	Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/>
		Community Building: <input type="checkbox"/>	<input type="checkbox"/>
		Picnic Shelter: <input type="checkbox"/>	<input type="checkbox"/>
		Amphitheater: <input type="checkbox"/>	<input type="checkbox"/>
	Street Closure:	<input type="checkbox"/>	Which Street: _____
	WAC:	Classroom: <input type="checkbox"/>	Senior Ctr: <input type="checkbox"/>
		Gym: <input type="checkbox"/>	Kitchen: <input type="checkbox"/>
	Fire Hall Training Room: <input type="checkbox"/>		
	Have you scheduled the facility with the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Alcohol Permit:	Hours of Alcohol Service: <u>5-8pm on Thurs & Fri</u>
	Type of Food/Caterer: <u>Full Catered Meal</u>
	Security Measures: <u>OLCC Servers + Private Security</u>
	Date of Council Approval: _____
	After approval by the Council, please provide copies of:
	Certificate of Insurance: <input type="checkbox"/>
	Hold Harmless Agreement: <input type="checkbox"/>
	OLCC License: <input type="checkbox"/>

Noise Permit	Nature of Noise Generation: <u>N/A</u>
	Estimated Distance Noise will be plainly audible: _____
	Is a variance required?: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	(If a variance is required, please explain the reason for the variance.)
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: _____

Date: 1-18-23

**Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.**

Fees Received: _____

Date: 1-18-23

Final Approval Signature: _____

Date: _____



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: _____

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Bus Fair Alcohol Permit

Agenda Item No: 9.4

Exhibit: Bus Fair Alcohol Permit Form

Proposed Council Action: A motion from the floor to approve the permit

ISSUE:

The Bus Fair is scheduled and approved for June 23-25, 2023 at Greenwaters Park. They have submitted an Alcohol Permit application form (see exhibit), requesting to be allowed to serve alcohol from **11am-9pm** on **June 23, 24, and 25**. OLCC certified servers will be used to serve the alcohol and the event organizers have fulfilled all the necessary requirements and paid all the necessary fees for this event.

FISCAL IMPACT: None

OPTIONS: Approve or deny the alcohol permit

RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the Bus Fair's alcohol permit."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property and the environment.

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 3 (Strong Economy), Goal #2: Sustainably develop and market the recreational tourism industry in a way that benefits local business and residents.


Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category:	Event: <u>The Bus Fair</u>
Family: <input type="checkbox"/>	Event Sponsor: _____
Group: <input type="checkbox"/>	Date of Event: <u>6/23-6/25/2023</u>
Non: Profit: <input type="checkbox"/>	Hours of Event: <u>11am-9pm</u>
For Profit: <input checked="" type="checkbox"/>	Will you charge admission to the event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Expected Number of People Attending the Event: <u>1,500-1,700</u>
	Applicant: <u>Brock Butterfield</u>
	Contact Address: <u>PO Box 1369 Oakridge, OR 97463</u>
	Contact Phone: <u>801-661-5406</u>

Facility To Be Reserved: (Check all that apply to Event:)	Greenwaters: Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Community Building: <input type="checkbox"/>	<input type="checkbox"/>
	Picnic Shelter: <input type="checkbox"/>	<input type="checkbox"/>
	Amphitheater: <input type="checkbox"/>	<input type="checkbox"/>
	Street Closure: <input type="checkbox"/>	Which Street: _____
	WAC: Classroom <input type="checkbox"/>	Senior Ctr <input type="checkbox"/>
	Gym <input type="checkbox"/>	Kitchen <input type="checkbox"/>
	Fire Hall Training Room: <input type="checkbox"/>	
	Have you scheduled the facility with the City? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Alcohol Permit: 	Hours of Alcohol Service: <u>11am-9pm</u>
	Type of Food/Caterer: <u>Several Food Trucks</u>
	Security Measures: <u>OPD Reserves</u>
	Date of Council Approval: _____
	After approval by the Council, please provide copies of:
	Certificate of Insurance: <input type="checkbox"/>
Hold Harmless Agreement: <input type="checkbox"/>	
OLCC License: <input type="checkbox"/>	

Noise Permit 	Nature of Noise Generation: <u>Music from 4pm-9pm</u>
	Estimated Distance Noise will be plainly audible: <u>Within Greenwaters Park</u>
	Is a variance required?: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	(If a variance is required, please explain the reason for the variance.)
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: Brock Butterfield Date: 1-21-23

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____ Date: _____

Final Approval Signature: _____ Date: _____



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: Brock Butterfield

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Dogs of Valor Fee Waiver Request

Agenda Item No: 9.5

Exhibits: Rental Application Form and Information Brochure for Dogs of Valor

Proposed Council Action: Approve, deny, or modify the fee waiver request

Author: CA

ISSUE: Randy Fulkerson, the owner/operator of “Dogs of Valor,” a Veteran-owned 501(c)3 non-profit organization that provides Service Dog training and obedience classes, is requesting a fee waiver to use the Greenwaters Park Community Building for **1 hour every Thursday from 10-11am through the month of April**, in order to conduct the classes inside the building because it has been too cold to conduct them outside.

He is requesting a full fee waiver for the 13 Thursdays through April, but may not need all the dates, as he will move the classes outside as soon as the weather is warm enough. Granting Mr. Fulkerson a discount rather than a full waiver is also an option.

In coordination with the GWP Caretaker Brittany Brennan, the CA allowed Mr. Fulkerson to try-out the location last week by holding a class there and there were no issues (he cleaned the room as promised, etc.) He will be at the Council meeting to answer any questions. His Rental Application Form and an Informational Brochure about Dogs of Valor are attached as Exhibits.

FISCAL IMPACT: Up to \$1,040.00 (13 days of rental fees at the full \$80/day price)

OPTIONS: Grant, deny, or modify the fee waiver request

RECOMMENDATION: Approve or discount the fee waiver request

RECOMMENDED MOTION: *“I move to approve the fee waiver request, to allow the Dogs of Valor program to use the Greenwaters Park Community Building every Thursday from 10-11am, through the end of April, 2023.”*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 3 (Strong Economy), Goal #3: *Improve the city’s economy by creating an atmosphere that is open to business.*

Theme 4 (Community Livability), Goal #1: *Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.*



City of Oakridge

Property Rental Application

Event: DOGS OF VALOR

Name: RANDY FULKERSON

Hours: 1 Open at: 10:00 AM

Contact address: 78180 HIGH PRAIRIE RD

Small event <99 Large event >100

Date(s) requested: THURSDAY - APRIL

Contact phone: 5415140898

Facility:	Rent:
<input type="checkbox"/> Greenwaters Picnic Shelter	\$40
<input checked="" type="checkbox"/> Greenwaters Community Building	\$80
<input type="checkbox"/> Greenwaters Amphitheater	\$500
<input type="checkbox"/> Greenwaters Whole Park	\$1,000
<input type="checkbox"/> WAC Classroom	\$25
<input type="checkbox"/> WAC Gym	\$100
<input type="checkbox"/> WAC Senior Lounge	\$25
<input type="checkbox"/> OFD Community Room	\$25
<input type="checkbox"/> Old Public Works Bldg	\$200
<input type="checkbox"/> Osprey Park	\$100
<input type="checkbox"/> Salmon Creek Park	\$100
<input type="checkbox"/> Diamond View Park	\$100
<input type="checkbox"/> OIP Park	\$300
<input type="checkbox"/> OIP Overflow Parking	\$200

Fee Waiver Requested

Total Fees: _____

Requires Council Approval

Street closure location:

Alcohol permit: ___ Yes No

Noise permit: N/A

Nature of noise:

Estimated distance noise will be plainly audible:

Is a variance required: Yes No

Variance subject to event rules (see reverse)

Attach a list of all residences/businesses within 500 feet

Applicant signature: Randy Fulkerson

Approval signature: _____

Date: 17 JAN 25

Date: _____

OFFICE USE ONLY	
Date paid:	_____
Amount paid:	_____

ALL EVENTS

1. You will be civilly liable for any damage or injuries that occur during, or are attributed to you or your event.
2. You will be responsible for the cleanup of the facility and for any required repairs attributed to your event.
3. The event, including clean up, must concluded by 10:00 pm or at the time approved by City Council on the application to be compliant with City ordinance.
4. The noise levels at your event cannot consistently exceed 80 decibels at the distance of 500 feet from the amplified source of the noise as measured by the Oakridge Police Department.
5. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of your facilities permit and City ordinance.
6. Events must comply with all city ordinances; failure to comply with any ordinance may result in immediate termination of your event by the Oakridge Police Department.
7. All fees must be paid prior to event.
8. The Council reserves the right not to grant or approve facility permits to your group in the future.

Groups Over 100

In addition to the above rules, the following apply to all groups over 100 people. You must attach appropriate documentation (items 8-12) at the time of application in order for it to be approved.

8. Provide a list of all businesses and residents that are located within 500 feet of the event. This must include addresses and phone numbers. Each business or resident listed must be contacted with information about the event not more than 21 days, nor less than 14 days prior to the event. The information must include contact number for further information or complaints.
9. You must provide Department of Public Safety Standards & Training (DPSST) trained security personnel during your event. One DPSST trained end easily identified person for events of 1-100 participants with a minimum two personnel on duty at all times. One additional DPSST security person is required for each additional 100 people.
10. You must submit a Medical/Safety plan for your event. Med/Safety stations must be identified during the event for events of over 200 people. Contact the Police Chief and Fire Chief for approval of plans prior to submitting. Plans must include contact information in case of emergency. You will be held financially responsible for any and all expense incurred by the City of Oakridge for medical or safety services above what you provide.
11. If admission is charged, you must reserve the entire facility for the duration of the event.
12. An insurance policy for 1 million dollars will be secured for the event with the City named as an additional insured.

I agree to abide by the above conditions and any other stipulations the City may deem necessary.

Signature: Randy Jull Date: 17 Jan 23

Failure to abide by the above conditions may result in sanctions including, but not limited to refusal to rent facilities, fees being due at time of reservation and inability to secure an alcohol permit.

Sanctions may be appealed to the City Council.



Dogs of Valor Classes

- Puppy Boot Camp 12 weeks to 6 months old
- Puppy Basic Obedience Course 6 months to 1 year old.
- Basic Obedience Course for dogs over 1 year old.
- K-9 Good Citizen Certificate

Additional Services available through Oregon Location :

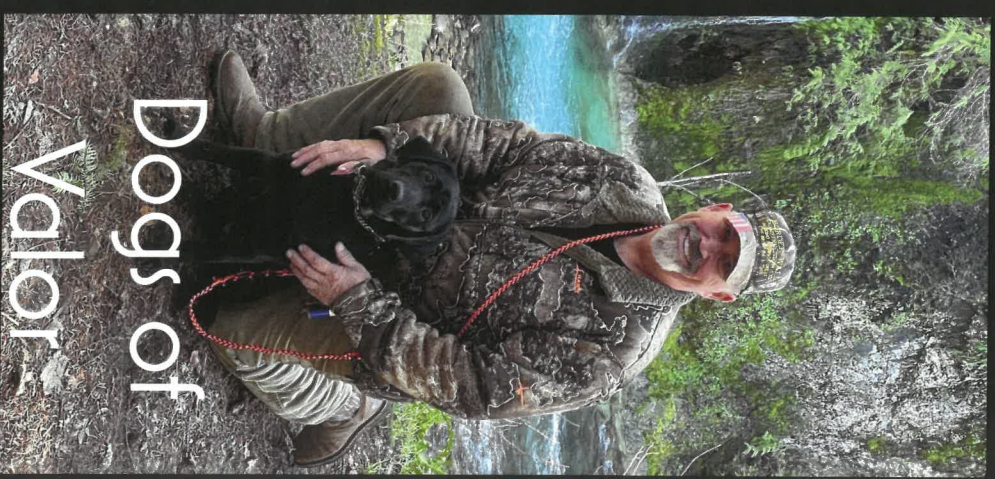
- Service Dog Public Access Course• Service Dog Task Training
- Coming Soon:
-Therapy Dog Classes
-Scent Work



Dog Training Courses DFW - Texas Location

Bruce Van Horn - Trainer
Texas Location

Cell: (541) 530-1056
Bruce_6072@yahoo.com



Dogs of Valor

Dog Training Courses
Eugene, OR and Bedford, TX

Randy Fulkerson - CEO
Oregon Location
Bus: (458) 675-9177
Cell: (541) 514-0898
k9dogsoftvalor@gmail.com

Why Dogs of Valor?

Dogs of Valor is a 501 (C)

(3) Non-Profit organization dedicated to helping our Nations Heroes and the general public find the benefits and rewards of a personal K9 companion. It is our mission to assist you in your dog training needs. Allow us to help you train your K9 for your benefit. By choosing Dogs of Valor as your dog training facility, you are supporting us in our pursuit, to help veterans and those in need of service dogs. Contact us for more information about our mission.



Basic Courses

Puppy Course

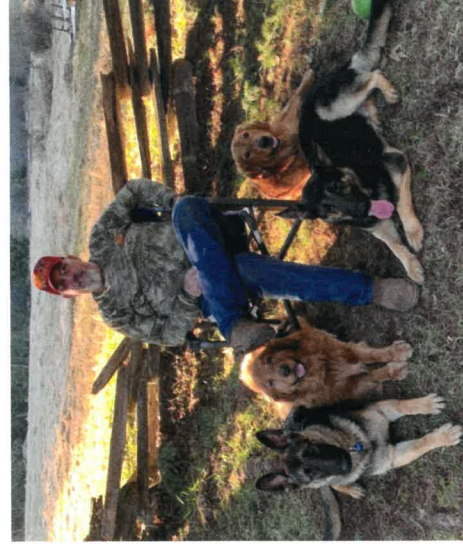
Our puppy classes are designed for puppies between 12 weeks and one year old. During this consecutive week class, we will focus on basic obedience skills, socialization, enrichment, addressing common behavioral problems, and environmental exposure to help start your puppy off on the right paw. Our goal through this class is to build incredible companions by instilling confidence in you and your puppy. It is critical to start training your puppy as soon as possible, so if you have a puppy in need of training, get in contact with us and ask about our puppy package for your puppy today!

Basic Obedience Course

Our Basic Obedience classes are designed for dogs 1 year or older with little to no basic obedience training. This class will show you how to get your dog behaving like it has been training its whole life. We'll take you and your dog from the basics of sit, down, come and polite leash walking all the way to advanced skills like off-leash work and completely ignoring distractions all in just 9 weeks! It is our goal for you to be confident with your dog, so, if we can't get your dogs training up to your satisfaction in 9 weeks, you are welcome to continue coming to classes until they can pass the obedience test for up to another 9 weeks no additional charge. If you are interested in joining our Basic Obedience Class, contact Dogs of Valor today!

Service Courses

Service dog training is where the heart of Dogs of Valor lies. We aspire to help our community enjoy a more fulfilling life by utilizing service dogs to assist people with managing their disabilities. Every dog that goes through our Service Dog Course must start out in our Basic Obedience Course, as well as our aptitude test. Once completed, you and your dog can begin our 6 week long Public Access Course. This course allows us to help you work through teaching your dog to behave in public. This Public Access Course ends in a public test, which will demonstrate your dog's proficiency. Once completed, we move on to Advanced Service Dog Training and Task Training. This is where your dog learns it's unique tasks that will help you with your individual needs. The length of this class varies based on your needs and your dogs learning speed. It takes the right kind of dog, with a dedicated owner willing to invest the time in training. The rewards of this investment are immeasurable. Plus, Dogs of Valor will be there every step of the way guiding you and your dog.



Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Summary of City
Administrator Performance Evaluation

Agenda Item No: 9.7

Exhibit:

Proposed Council Action: Accept or reject
the CA's performance review

ISSUE: On 12/30/22, City Council met in Executive Session to review the City Administrator's job performance. Resolution 11-2020 requires that a summary of the evaluation be given by the Mayor in a public meeting to comply with state law. Since Mayor Cutchen was not involved in the evaluation process, he is unable to provide the summary. Instead, Councilor Coker will give the summary to Council during the meeting. After the summary is provided, Council should then vote to accept or reject the performance review.

FISCAL IMPACT: None

OPTIONS: Accept or reject the City Administrator's annual job performance evaluation

RECOMMENDATION: N/A

RECOMMENDED MOTION: *"I move to accept the City Administrator's Performance Review."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: *In an open and transparent manner, effectively deliver services that citizens need, want, and support.*

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Business of the City Council
City of Oakridge, Oregon

Agenda Title: RFP Results for Realtor of Record

Agenda Item No: 10.1

Exhibit: RFP for Realtor of Record 2022

Author: CA

Proposed Council Action: A motion from the floor to approve

ISSUE:

On 12/5/22, the city posted for a Realtor of Record (see attached copy of the RFP). The RFP was open for 27 days and closed at 5pm on 12/31/22.

We received one application from **Joy Kingsbury Real Estate**. The application was reviewed by the CA, the Community Development Director, and Councilor Tarman. The Kingsbury application was determined to be viable and fulfilled all the requirements of the RFP.*

About a week ago, another local real estate company, Oakridge Real Estate, expressed interest to City Councilors in submitting a late application, as they were unaware of the RFP until after it closed. I confirmed that Oakridge Real Estate is interested in applying and I told them Council would need to authorize reopening the RFP in order to be able to accept any more applications.

**The details and terms of the Kingsbury application including the proposed commission rate cannot be publicly released until after Council decides whether or not to allow the 2nd/late application, as releasing the details of the Kingsbury application would give any 2nd/late applications an unfair advantage of being able to “undercut” Kingsbury’s application.*

FISCAL IMPACT: TBD

OPTIONS: (1) Approve Oakridge Real Estate’s request to reopen the RFP in order to allow them (and potentially others) to submit an application by _____ (pick new deadline).
(2) Deny reopening the RFP and allow the CA to negotiate the contract for the City’s Realtor of Record with Joy Kingsbury Real Estate.

RECOMMENDATION: Option 2

RECOMMENDED MOTION(S):

Option 1 – “I move to reopen the RFP for Realtor of Record, with a new closing date of _____.”

Option 2 - “I move to allow the City Administrator to negotiate the Realtor of Record contract with Joy Kingsbury Real Estate.”

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 2 (Responsive Government), Goal #2: Provide facilities and infrastructure that support current and future needs.

Theme 2 (Responsive Government), Goal #3: Manage finances in a fiscally responsible manner ensuring long term financial stability.

Theme 3 (Strong Economy), Goal #1: Improve the City's economy by focusing on increasing living-wage jobs, training, and education opportunities for Oakridge residents.

Theme 3 (Strong Economy), Goal #3: Improve the city's economy by creating an atmosphere that is open to business.

Theme 4 (Community Livability), Goal #2: Find creative ways to work with public and private partners to increase access to housing.

Theme 4 (Community Livability), Goal #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.

City of Oakridge
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPOSAL

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CITY OF OAKRIDGE, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

GENERAL INSTRUCTIONS TO PROPOSERS

The City of Oakridge invites you to submit a typed and signed proposal for Real Estate Broker / Agent of Record for a two-year period beginning **January 1, 2023** to **December 31, 2024**. Proposals must address all items in this request for proposal.

SUBMISSION REQUIREMENTS

- A. Two copies of sealed proposals are required; not to be opened until after the final submission date and hour listed below. Submissions shall become property of the City of Oakridge without obligation.

The city will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.

- B. Sealed proposals must be received by **December 31, 2022 at 5p.m.** Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Real Estate Broker / Agent of Record Proposal" to:

James Cleavenger
Oakridge City Administrator
P.O. Box 1410
Oakridge, OR 97463

- C. Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened.
- D. Proposals will be opened at the scheduled time at the City of Oakridge City Hall, 48318 E. 1st Street, Oakridge, Oregon. Proposers wishing to be present at the time of opening will be informed of the number and name of proposers.
- E. In order to be considered for award, the proposer must complete all forms.
- F. Any questions regarding the RFP must be submitted in writing to the attention of the City Administrator, James Cleavenger. Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or the City decides to revise any part of the RFP, addenda will be provided

to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

- G. It is herein understood that the Brokerage will be employed by the City of Oakridge for the services of a particular agent to provide the specific services addressed in this RFP. The term “Broker / Agent” will be used to identify this arrangement.
- H. The City of Oakridge may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject for good cause any or all proposals upon a finding of City of Oakridge that it is in the public’s interest to do so. Minor irregularities may be waived by the City of Oakridge.

CITY OF OAKRIDGE
REAL ESTATE BROKER / AGENT OF RECORD

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION

City of Oakridge, Oregon is seeking the services of a Broker / Agent to assist in the City's marketing and sale / purchase of real property.

2.0 PROPERTY

Properties are currently located in Oakridge, Oregon.

3.0 AGENCY

The Broker / Agent shall address compliance with ORS 696.800–696.995. To conform to State Broker / Agent policies, the Broker / Agent shall disclose the types of agency relationships recognized by their brokerage policy and how the City can expect implementation.

4.0 SCOPE OF PROPOSAL

The selected Broker / Agent will provide support to the City in the areas of real estate.

4.1 Supervision. The Broker / Agent shall work under the supervision of the City, the City being land owner and client, and shall work closely with the City Administrator, Finance Director, Planning Department, Public Works Department, City Recorder, and the City's legal counsel. The Broker / Agent is an independent contractor and shall be responsible for providing support to the City in all areas of real estate transactions.

4.2 Authority Exercised. The Broker / Agent shall communicate and negotiate with Purchasers and agents of Purchasers in these real estate transactions on behalf of the City, including providing City information pertinent to property held by the City. The Broker / Agent shall also negotiate on behalf of the City to purchase property.

4.3 Typical Duties. The Broker / Agent will be required to assist with the sales of real property by:

- A. Provide the City with a market analysis and an analysis of the City's comprehensive plan and zoning designations for City's properties. The analysis should include a recommendation as to whether the property should continue to be held for investment purposes or whether it would be more beneficial to sell the property.

- B. The City will establish a budget for advertising and marketing of the properties if it is determined that they should be sold. When the budget is established, the Broker/Agent shall lay out a six month plan on how that money would be spent to market such properties.
- C. Analyzing and evaluating all offers for sale or purchase and preparing recommendations to the City.
- D. Presenting all offers to City staff and City Council, along with analysis and recommendations.
- E. Preparing and presenting any counter-offers or addenda requested by the City.
- F. Completing the Earnest Money Offer by securing all appropriate signatures and approvals.
- G. Obtain City Attorney review and approval of all counter-offers, addenda, Earnest Money agreements and other transaction documents required to be signed by the City or by which the City may be bound.
- H. Maintaining escrow files on all transactions.
- I. Providing follow-up on each file and monthly reports to the City Administrator and appropriate City staff.
- J. Consulting for any land divisions, surveys, inspections, cleanup, etc., as may be necessary in connection with specific transactions.
- K. Providing information and documents necessary for Escrow, in conjunction with legal counsel, in preparations for closing.
- L. Providing the communications link between the City and Purchaser / Purchaser's agent or property owner.

The Broker / Agent shall:

- M. Present all offers and counter offers in a timely manner.
- N. Make timely confirmation of all real estate transactions.
- O. Provide another Broker / Agent or staff person who is continually updated on the status of the City's real estate transactions.

5.0 TERM OF AGREEMENT

- 5.1 The contract will be for a two-year period with a possible two-year extension. The contract will be effective upon signing by Broker / Agent and City.
- 5.2 The contract may be terminated by City or Broker / Agent upon sixty (60) days written notice to the other party or upon failure of either party to perform services or the duties specified herein. Upon early termination, City may be required to compensate Broker / Agent for any transactions in negotiation or in contract for an exclusionary period of one hundred twenty (120) days.

6.0 MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

- A. Be licensed in Oregon.
- B. Have a minimum experience of at least five (5) years in commercial and/or industrial real estate transactions.
- C. Have experience with private and public sector real estate transactions.
- D. It is preferred, but not required, that the Broker / Agent has an office within or near Oakridge.

7.0 FEES

Broker / Agent will present a proposal of compensation to the City.

- A. Please provide separate commission schedule for property transactions that include the City as the buyer / seller in a single transaction.
- B. Please provide commission schedule / fee proposal.

8.0 PROPOSAL DEADLINES

- 8.1 Sealed proposals will be accepted until **5pm on December 31, 2022** at Oakridge City Hall, 48318 1st Street (P.O. Box 1410) Oakridge, OR 97463.
- 8.2 All proposals are to be clearly labeled on the outside of the envelope "Real Estate Broker / Agent of Record Proposal."
- 8.3 Two copies of each proposal are required.

8.4 Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened.

8.5 Whether your proposal is mailed in, or hand delivered, it must be addressed to:

James Cleavenger
Oakridge City Administrator
PO Box 1410
Oakridge, OR 97463

9.0 PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- A. Name, address, phone number, and email address of your firm and Broker / Agent
- B. A statement of your understanding of the work required and the manner in which you plan to approach it. Completion of Attachment A.
- C. Completion of Authorized Signatures and Attestation form attached hereto as Attachment B.
- D. Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment C.
- E. Full disclosure of commissions (See Section 7.0 FEES) is required on all transactions and the commissions will be the fee paid under this agreement
- F. Photocopy of Oregon Real Estate License
- G. Résumés setting forth qualifications and personal history of the individual Agent or Brokerage
- H. References

10.0 EVALUATION AND SELECTION PROCESS

10.1 All proposals will be reviewed by a committee made up of the City Administrator, Community Development Director, and one member of the City Council.

10.2 If requested by the City, two or more individuals may be selected for oral interviews.

- 10.3 Broker / Agent may be asked to demonstrate their knowledge of the City of Oakridge's Comprehensive Plan and Zoning Ordinance.
- 10.4 A single Broker / Agent will be identified and a recommendation will be presented to the City Council for final approval. After the Council's action, the Broker / Agent and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal and labeled Attachment C.

CITY OF OAKRIDGE, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

QUESTIONNAIRE
ATTACHMENT A

1. How many years has your firm been in business?
2. How many years has your brokerage been licensed to sell real estate in the State of Oregon? Types of licenses? Restrictions?
3. What was your brokerage's approximate annual volume?
4. From what location would the City of Oakridge's account be serviced? Will service be split between one or more locations?
5. How often a year will the Broker / Agent call on the City of Oakridge to update the City on activity on various properties and review marketing strategy?
6. As specified in Section 4.3 (B) under Scope of Proposal, the City will establish a budget for advertising and marketing of properties. Please prepare a six month plan on how that money would be spent to market the properties.

CITY OF OAKRIDGE, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

AUTHORIZED SIGNATURES AND ATTESTATION
ATTACHMENT B

I, the undersigned, and authorized representative of

whose address is:

have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposal issued by the City of Oakridge for Real Estate Broker / Agent of Record Services from **January 1, 2023 to December 31, 2024**. Acting on the behalf of my Real Estate firm, which is listed above, I do attest that the services offered by us meet the City of Oakridge's specifications in every respect, (check one) without exceptions with exceptions.

We, therefore, offer and make this bid to furnish the City of Oakridge Real Estate Broker / Agent of Record Services detailed in our proposal at the price indicated.

Firm Name: _____

Firm Address: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

CITY OF OAKRIDGE, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

PERSONAL SERVICES CONTRACT
ATTACHMENT C
(begins next page)

CITY OF OAKRIDGE
PERSONAL SERVICES CONTRACT
([insert name of project])

DATE: _____

PARTIES: City of Oakridge (“City”)
P.O. Box 1410
Oakridge, OR 97031

_____ (“Contractor”)

RECITALS

Contractor is being engaged to [describe project]. Contractor has been chosen by City to enter into this Contract following the issuance of a Request for Proposals (RFP).

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Contract Period. This Contract shall become effective on the date this Contract has been fully executed by each party. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when the City accepts Contractor's completed performance or on _____, whichever date occurs last. Contract termination does not extinguish or prejudice City’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work. Contractor shall perform the work (the “Work”) as set forth in the RFP and Contractor’s Proposal, attached as Exhibits B and C. Contractor shall perform the Work in accordance with the terms and conditions of this Contract. To the extent that the terms and conditions of this Contract and any attachments conflict, the terms and conditions of this Contract shall control.

3. Consideration

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is _____. City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- b. Interim payments to Contractor will be made in accordance with the payment schedule and requirements in Exhibits B and C.
- c. City will pay only for completed Work that is accepted by City.
- d. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation. Contractor shall send invoices to the City's Director of Personnel and Finance.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (Required Insurance), Exhibit B (the RFP, or other procurement document, if any) and Exhibit C (the Proposal, or other binding Contractor solicitation submission, if any). Exhibits A-C are attached to this Contract and incorporated by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all Work as an independent contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract without City's prior written consent. In addition to any other provisions City may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. City's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.
- b. This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.
- c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without City's prior written consent.

7. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

9. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product.

a. Definitions. As used in this Section 10, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Contractor.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to City pursuant to the Work.

b. Original Works. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor shall execute further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC

§106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

c. Contractor Intellectual Property. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.

d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

11. Indemnity.

a. GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO CITY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE CITY'S USE

THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

c. CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.

12. Insurance. Contractor shall maintain insurance as set forth in attached Exhibit A.

13. Default; Remedies; Termination.

a. Default by Contractor. Contractor is in default under this Contract if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in the notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.

b. City's Remedies for Contractor's Default. In the event Contractor is in default under Section 13.a, City may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(i) termination of this Contract under Section 13.e(ii);

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 13.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e(i).

c. Default by City. City is in default under this Contract if:

(i) City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

d. Contractor's Remedies for City's Default. In the event City terminates the Contract under Section 13.e(i), or in the event City is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.e(iii), Contractor's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event is City liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.d, Contractor shall pay immediately any excess to City upon written demand provided in accordance with Section 20.

e. Termination.

(i) **City's Right to Terminate at its Discretion.** At its sole discretion, City may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by City to Contractor;

(B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **City's Right to Terminate for Cause.** In addition to any other rights and remedies City may have under this Contract, City may terminate this Contract immediately upon written notice by City to Contractor, or at such later date as City may establish in the notice, or upon expiration of the time period and with

the notice as provided in Section 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 13.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 13.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or

(C) Contractor is in default under Section 13.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.

(iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with written notice to City as provided in Sections 13.e(iii)(A) and 13.e(iii)(B) below, or at such later date as Contractor may establish in the notice, upon the occurrence of the following events:

(A) City is in default under Section 13.c(i) because City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(B) City is in default under Section 13.c(ii) because City commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

(iv) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

14. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner

that clearly documents Contractor's performance. Contractor acknowledges and agrees that City and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

15. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

17. Force Majeure. Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

18. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

19. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address, number or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Director of Personnel and Finance. Any communication or notice given by personal delivery shall be effective when actually delivered.

20. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

21. Counterparts. This Contract may be executed in several counterparts, 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 the Contract so executed shall constitute an original.

22. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Oakridge County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

23. Merger Clause; Waiver. This Contract 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 Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State 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 City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

24. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

By: _____
Title: _____

Facsimile number: _____ Federal Tax
Number _____ Oregon/State Tax
Number _____

CITY:

Mayor of Oakridge

EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;
2. A professional errors and omissions liability policy; and
3. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured.

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

Business of the City Council
City of Oakridge, Oregon

Agenda Title: RFP Results for New Auditor

Agenda Item No: 10.2

Proposed Council Action: A motion from the floor to approve

Exhibit: Reference Check Results and Application/RFP Response from Hanford LLC

ISSUE:

We currently pay Pauly Rogers LLC **\$25,000** per year for auditing services, and we are under contract with them for one more audit cycle (FY 21-22, currently under audit). In December, Council authorized the CA to put out an RFP for a new auditing firm.

We received one application from **Hanford & Associates LLC**, based out of West Richland, WA. This firm specializes in doing audits for small cities and they already serve many small cities in Oregon including Yachats, Lostine, Enterprise, Toledo, Metolius, and Joseph. They have offered to do our FY 22-23 Audit (and the next 2 years) for **\$17,900** per year. This is a **\$7,100 savings**.* A copy of Hanford's RFP Response is attached as an Exhibit.

**There is a chance we could save even more money if we are able to switch to "modified-cash basis statements," in which case we would only have to pay \$14,000 per audit (a \$9,000 savings). The viability of this option is still under review.*

On 1/23/23, the Audit Committee met and reviewed Hanford's application and determined that it met all the requirements in the RFP and that Hanford seemed well qualified and reputable. The committee then checked the references (4 small Oregon cities) provided. All responses were very positive. Some of the comments received via email are included in the attached "Reference Check Results" exhibit.

FISCAL IMPACT: \$7,100-\$9,000 savings

OPTIONS: (1) Allow the CA to negotiate the contract with Hanford & Associates, LLC for auditing services.
(2) Instruct the CA to put out another RFP to try to solicit additional bids.

RECOMMENDATION: Option 1 (allow the CA to contract with Hanford for auditing services)

RECOMMENDED MOTION: *I move to allow the City Administrator to negotiate the contract with Hanford & Associates, LLC for auditing services."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 2 (Responsive Government), Goal #3: Manage finances in a fiscally responsible manner ensuring long term financial stability.



Professional Auditing Services Proposal for City of Oakridge

January 13, 2023

**Hanford & Associates, LLC
5119 Dove Lane
West Richland, WA 99353**

**Teresa Hanford
(509) 290-2200
Teresa.Hanford@Hanfordllc.com**



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Letter of Transmittal

James Cleavenger, JD, LLM
City Administrator
City of Oakridge
P.O. Box 1410
Oakridge, OR 97463

Dear Mr. Cleavenger,

Thank you for the opportunity to submit our proposal for providing audit services to the City of Oakridge. I have read the RFP and understand that the audit is to be conducted in accordance with auditing standards generally accepted in the United States of America, and that those standards require that a plan be developed, and an audit performed to obtain reasonable assurance about whether the financial statements are free from material misstatement. I also understand that the scope of the audit will include audits of municipal corporations in accordance with the Oregon Minimum Standards. Hanford & Associates, LLC is qualified to perform municipal audits in accordance with Oregon Municipal Law and is authorized by the Oregon State Board of Accountancy to perform such services.

Hanford & Associates, LLC is not your typical CPA firm, and our staff are not your typical auditors. We are not just number crunchers, but client-driven professionals, putting your needs first. We accomplish this through staffing with seasoned professionals our clients can expect year after year, who are there to answer your questions and provide easy-to-understand and relatable information. Each of the firm's auditors have over 10 years of experience specializing in governmental accounting support and audit, from local governments to federal contractors, from modified-cash to full-accrual basis. We have a wealth of experience in governmental financial audits and reviews, annual report preparation, Annual Comprehensive Financial Report (ACFR) preparation, federal program compliance ("single") audits in accordance with 2 CFR 200, forensic accounting, internal audits, internal control evaluations, risk assessments and compliance analyses. All of our accountants are experienced in performing compilations and audits in accordance with Oregon standards.

Our clients have industry-leading expertise. The firm is also a member of the Government Audit Quality Center (GAQC) through the American Institute of Certified Public Accountants (AICPA) and has met the requirements to be included on the GAQC member roster.

I believe we are an excellent fit to perform the work you require. We look forward to the opportunity to work with you and welcome the chance to present our proposal. If you have any questions, please do not hesitate to contact me via phone at (509) 290-2200 or by email at Teresa.Hanford@Hanfordllc.com.

Sincerely,

A handwritten signature in cursive script that reads "Teresa Hanford".

Teresa Hanford, CPA, CIA, CGAP, CFE
Managing Member/CEO
Hanford & Associates, LLC



MINIMUM QUALIFICATIONS

1. **Mandatory Requirement:** Hanford & Associates, LLC and its principal are licensed for public practice as an independent auditor and qualified as a municipal auditor in the State of Oregon. Additionally, the proposed supervisor and audit lead, Teresa Hanford and Rebecca Harder, are both licensed Certified Public Accountants experienced in performing municipal audits in accordance with auditing standards generally accepted in the United States of America and preparing financial statements compliant with GASB 34 and Oregon Minimum Standards.
2. **Proposal Information:**

A. Authorized Personnel

Teresa Hanford is the owner and principal of Hanford & Associates, LLC and is therefore authorized to submit this proposal and execute the personal services agreement.

B. Letter of Mandatory Requirements

Please see the Letter of Transmittal included at the beginning of this proposal packet.

C. History of the Firm

Hanford & Associates has been in business as a CPA firm since 2016, when the firm primarily worked for federal government contractors at the Department of Energy's Hanford site. Teresa Hanford, the owner of the firm, worked for the Washington State Auditor's Office (SAO) from 2008-2014 and had a desire to become a consultant to small local governments because of the inability to help audit clients fix issues that persisted from year to year (SAO required complete independence from its auditors, while Oregon State law allows auditors to assist local governments with certain items throughout the year). Due to the inconsistent nature of the work available at the Hanford site, the firm began focusing more of its work on Washington State local governments, non-profit entities, and small businesses performing work for federal government contractors soon after the firm was created. The firm began performing audits of Oregon municipalities in 2017 and has continued to expand the number of Oregon clients each year since that time. Following is a detailed list of current local government clients and the scope of work performed for each:

Audits and Reviews

- Burlington Water District, Oregon (2021-current) - Financial Statement (FS) review.
- City of Enterprise, Oregon (2018-current) – (FS) and Oregon Minimum Standards (OMS) audit
- City of Joseph, Oregon (2017-current) – FS and OMS audit
- City of Lostine, Oregon (2019-current) – FS and OMS audit
- City of Metolius, Oregon (2022-current) – FS and OMS audit
- City of Toledo, Oregon (2019-current) – FS and OMS audit
- City of Vancouver Downtown Redevelopment Authority - Hilton Vancouver, Washington (2022-current) – FS audit
- City of Yachats, Oregon (2017-current) – FS and OMS audit



- Energy Northwest, Washington, Washington (2018-current) – special investigations, and compliance engagements in accordance with AUP standards or IIA standards, as requested
- Enterprise School District, Oregon (2022-current) – FS and OMS audit
- Joseph School District, Oregon (2022-current) – FS and OMS audit
- Lusted Water District, Oregon (2020-current) –2018-current FS and OMS audit
- Multnomah County Rural Fire Protection District 10, Oregon (2022-current) – FS and OMS audit
- Multnomah County Rural Fire Protection District 30J, Oregon (2022-current) – FS and OMS audit
- Port of Centralia, Washington (2019-current) – Review (report issued) of annual report and submission to the Washington State Auditor’s Office (WSAO) and other consulting as needed
- Port of Garibaldi, Oregon (2022-current) – 2020-current FS and OMS audit
- Region 18 Educational Service District, Oregon (2022-current) – FS and OMS audit
- Troy School District, Oregon (2022-current) – FS and OMS audit
- Wallowa School District, Oregon (2022-current) – FS and OMS audit
- Yachats Urban Renewal District, Oregon (2017-current) – FS and OMS audit

Consulting Engagements

- Columbia Irrigation District, Washington (2019-current) – Creation and submission of annual report to WSAO and other consulting, as needed
- Grays Harbor County, Washington (2022-current) – Internal control process review
- Grays Harbor Transit, Washington (2019-current) – Review (no report issued) of annual report to WSAO and other consulting, as needed
- Multnomah County, Oregon (2022-current) – Assistance with ACFR preparation and annual report tools creation
- Pacific Transit, Washington (2023-current) – Assistance with review of accounting system and processes and procedures (and other requests as needed) after transition
- Port of Benton, Washington (2018-current) – Assistance with annual report creation and submission to WSAO, other projects, as needed
- Roza-Sunnyside Board of Joint Control, Washington (2018-current) - Review (no report issued) of annual report to WSAO and other consulting, as needed
- South Columbia Basin Irrigation District, Washington (2021-current) - Review (no report issued) of annual report to WSAO and other consulting, as needed
- Sunnyside Division Board of Control, Washington (2018-current) – Review (no report issued) of annual report to WSAO and other consulting, as needed
- Sunnyside Valley Irrigation District, Washington (2018-current) - Review (no report issued) of annual report to WSAO and other consulting, as needed

D. Audit Team

A tenant of Hanford & Associates’ success is using experienced auditors, the same professionals are engaging with clients year after year. This addresses the struggle many clients have with auditors of having to “train the auditor” annually. The engagement will be conducted by Teresa Hanford, CPA, audit supervisor/manager, and Rebecca Harder, CPA, audit lead. These team members would serve the audit each year of the contract.



See Attachment A for additional information about auditor experience. Hanford’s municipal audit roster ID is #1612.

E. References

Here is a list of just a few of our ongoing Oregon governmental clients that are comparable to the City. If the City would like contact information for any of the clients noted above, we would be glad to provide it.

Local Government Name	Contact Information
City of Enterprise, Oregon* Financial Statement audit Oregon Minimum Standards audit	Lacey McQuead, City Administrator (541) 426-4196 lmcquead@enterpriseoregon.org
City of Joseph, Oregon Financial Statement audit Oregon Minimum Standards audit	Dan Larman, City Administrator (541) 432-3832 cityofjosephoregon@gmail.com
City of Lostine, Oregon Financial Statement audit Oregon Minimum Standards audit	Toni Clary, City Recorder (541) 569-2415 lostinecityhall@frontier.com
City of Toledo, Oregon* Financial Statement audit Oregon Minimum Standards audit	Judy Richter, City Manager & Prior Finance Director (541) 635-2003 judy.richter@cityoftoledo.org
City of Yachats, Oregon Financial Statement audit Oregon Minimum Standards audit	Heide Lambert, City Manager (541) 547-3565 citymanager@yachatsmail.org Prior Finance Director Judy Richter – see City of Toledo
Wallowa County ESD, Oregon Joseph School District Enterprise School District Troy School District Wallowa School District Financial compilation and review Oregon Minimum Standards audit	Karen Josi, Business Manager (541) 426-0147 kcjosi@wallowaesd.k12.or.us Each of these audits have multiple funds, similar to a small city, so would be comparable in size and scope to the City of Oakridge.

*The feedback given from our clients indicate these clients are generally the most responsive to reference requests.

F. Working with City Personnel

Hanford & Associates understands the time commitment an audit takes from client staff and as such, works diligently to ensure we respect client timelines while meeting established deadlines. Hanford & Associates shares our audit timeline with our client so that they are able to understand what will be



expected and plan accordingly. We also solicit feedback from our clients so we ensure we can work around and accommodate client timelines and needs.

In addition to meeting and collaborating with staff as described in D above, we will provide a standard audit document request during the planning process. We are happy to collaborate with staff on document requests to find the most efficient way to gather and share the information so it is not a burden on the City.

We will also meet with various staff to gain an understanding of internal controls and perform any additional research for potential issues identified from testing documentation. The time demand on staff may vary depending on the information needed. But generally, meetings are about 15 minutes at a time to answer questions or walk through documentation. Time needed to pull records for the audit varies depending on how information is kept, but again we always work with our clients to provide the most efficient way of sharing information and we strive to create limited requests, rather than swaths of data that may not be needed.

G. Peer Review

Hanford & Associates just completed its latest peer review with a Pass. However, it is still going through the technical review process that occurs prior to final issuance. Comments received were due to 1) reporting in accordance with government auditing standards when the engagement ended up not needing to be conducted in accordance with government auditing standards, 2) we did not revise one of our review reports to meet the updated standards, and 3) not including the prior year in an engagement letter when comparative statements were presented. We have been working with the peer reviewer to obtain resources to complete a more robust review process of our engagements. See Attachment B for a copy of our 2019 peer review and comments. We can provide the 2022 peer review once it is issued upon request.

H. Legal Settlements

There are no legal settlements nor pending or threatened legal actions related to services provided by the firm.

I. Relationships to the City

The team nor the firm have any relationships with the City, City officials or appointed employees.

J. Proposed Work Schedule and Plan

We will work hard with City personnel to find a mutually agreed upon time for compilation and completion of the audit so that it is tailored for the City's schedule and the time needed to wrap up the books after the yearend. Generally, scheduling is established in June to July, planning begins in July to August and the majority of the audit and compilation are performed remotely and onsite from August to December.

Audit Approach

One of the core principles of Hanford & Associates is to provide compliant, efficient, and value-added audit services. This is accomplished through an understanding of our client, their needs, timelines, and objectives. Thus, one of our first and most important steps in the audit process is communicating with our client and continuing transparent and consistent communication



throughout the engagement. We will be communicating any questions and/or concerns or potential reportable and non-reportable audit items throughout the audit process, as we do not believe in surprises at the conclusion of the audit.

Ms. Hanford and Ms. Harder met to discuss our approach to meet the needs of the City of Oakridge. We prefer to work closely with our clients and have open discussions to fully understand their goals and preferred communication and processes. We would first meet with City management and/or personnel to gain an understanding of 1) specific risks or concerns the City has regarding financial balances or areas for accountability compliance, 2) prior audit recommendations and 3) a timeline for the audits to ensure both our team and the City have a shared understanding of expectations.

To provide an opinion on the financial statements, we will conduct our audit in three phases: planning, fieldwork and concluding/reporting. Detail regarding these phases are as follows:

Planning: During this phase, the auditor will gain an understanding of the entity and its environment. This includes an understanding of the entity’s internal control structure. The auditor will perform procedures such as reviewing any minutes of official entity meetings, conducting a trend analysis of the financial statements, and conducting risks assessment inquires to determine the areas of highest risk of material misstatement.

Fieldwork: In fieldwork, the auditor will develop and conduct audit tests to form an opinion as to the fair presentation of the financial statements as a whole. During this phase, the auditors will be gaining an in-depth understanding of the internal controls, processes, and procedures over the selected financial statement areas. We will focus on the areas of the highest risk and the areas that would materially impact the financial statements. We will use a combination of record selection based on auditor judgement and/or statistical sampling.

Concluding/Reporting: In this phase of the audit the auditor finalizes audit results, prepares the audit report, and conducts an exit conference in which the audit is officially presented to the client. At this point, a management representation letter and an attorney letter will need to be provided to Hanford & Associates from the client. Should any reportable audit items be identified, the client will have an opportunity to discuss these items and include a response to the reportable item which will be included in the audit report.

K. Cost Proposal

Financial and Oregon Minimum Standards Audit

Our proposed is a fixed fee rate of \$17,900 for the modified-accrual financial compilation and audit each year, with no rate increases between years:

Audit Yearend	Fixed Rate – modified-accrual basis
FYE 2023	\$17,900
FYE 2024	\$17,900
FYE 2025	\$17,900



Additionally, we noted, given the size and operations of the City, that presenting modified-cash basis statements are an option and would result in audit savings. If the City is interested in converting to modified-cash basis, we would instead propose the following fixed rate fee for the financial audit each year, with no rate increases in between years:

Audit Yearend	Fixed Rate – Modified-cash basis
FYE 2023	\$14,000
FYE 2024	\$14,000
FYE 2025	\$14,000

Work will be performed both remotely (mostly both for planning and audit wrap-up), and in person (to complete the bulk of the audit testing). We expect to make a one week visit to perform testing. This will also greatly reduce the often time-consuming need to convert files to an electronic format, and provide an opportunity for greater collaboration between auditors and City staff. The fixed fee rate is inclusive of any and all travel costs.

Single Audit

If a federal program compliance audit (“single audit”) is required in addition to the basic financial audit, the fixed rate is \$5,000 for each major federal program (e.g. grant). The fixed rate will remain the same each year of the contract. Standards of Uniform Guidance 2 CFR 200 dictate how many federal programs need to be audited each year depending on certain risk factors. However, for governments the size of the City, when a single audit is required, usually there is only one major program. This audit would be done in conjunction with the financial audit.

L. Additional Services

Audit Expansion

For contracted services, if we run into unforeseen circumstances, we will discuss with management to develop a continuation strategy that is in the best interest of the City. Any needed expanded services are charged at a reduced hourly rate of \$100/hour.

Continued Assistance

We expect there to be occasional de minimis client questions throughout the year, in between audits, and we are happy to answer these questions without them being considered “additional services,” with no additional charge.

Special Projects

The firm team has multiple years of experience in many facets of governmental accounting, working at the Office of the Washington State Auditor, CPA firms, local governments, and federal contractors. Other services our firm offers and are experts at are:

- Consulting, including
 - Internal control evaluation and design



- Policy and procedure writing
- Accounting research and guidance
- New GASB or other accounting implementation
- Free webinar trainings
- Individualized trainings
- Internal audit
- Grant writing
- Grant management and reporting
- Interim accounting and management support

** Please note that some services may not be available to the City to avoid conflicts of interest per auditing standards.

Additional services are available at a reduced rate of \$100/hour for accountant services and \$60/hour for administration. The audit lead, Rebecca Harder, CPA would provide additional services, although Teresa Hanford, CPA or another team member may be used for their specialized knowledge as needed. Additional service charges would be based on actual hours worked, and would be billed periodically according to the contractual timeline.

M. Engagement Letter

See Attachment C for a copy of the firm's standard engagement letter.

N. Example Audit Reports

We strive to provide open, considerate, and easy-to-understand feedback regarding any audit recommendations. After all, we are here to help you, and not to punish. We prefer to meet with staff or management throughout the audit, before the conclusion, in order to walk through any potential issues, share supporting guidance, and come to an agreement on the status of the issue.

We present significant and material issues to the governing body and management during the audit exit conference. For less significant issues, we can present them in a separate meeting with management, or present it to the governing body at the exit conference depending on the City's request.

We use templates for reporting that have been peer-reviewed and developed according to standards. Examples have been provided in Attachment D of the standard financial audit report and the separate report of recommendations communicated directly to management.



**Attachment A:
Professional
Profiles**

Teresa Hanford, CPA, CFE, CIA, CGAP

Managing Member

Areas of Specialization

Teresa takes pride in the exceptional service she provides her clients. She is known for putting her clients first and at ease and her ability to critically think and provide value added solutions.

Teresa specializes in audits of federal, state, local governments, providing audit services in financial statements, federal programs, and compliance. Teresa also serves local governments, non-profits, and small business clients by providing accounting and consulting services. Teresa has a strong background in business set up and business process improvement.



Professional Experience

Prior Relevant Work

Worked for Office of the Washington State Auditor from 2008 – 2014 as Assistant Audit Manager and Assistant State Auditor. Responsible for supervising, planning, and conducting financial, single (federal compliance), accountability audits and special investigations for state and local governmental entities.

Served as the team special investigation and fraud specialist. Types of entities audited include, but are not limited to:

- ❖ Cities
- ❖ Counties
- ❖ Irrigation Districts
- ❖ School Districts
- ❖ Port Districts
- ❖ Public Utility Districts
- ❖ Housing Authorities
- ❖ Commodity Commissions
- ❖ Public Facilities Districts
- ❖ Other Special Purpose Districts

Current Scope of Work

- ❖ Supervise, plan, and perform audits for multiple Oregon local governments in accordance with Oregon Minimum Standards and GAAS or GAGAS, as applicable.
- ❖ Plan and conduct audits and reviews and issue reports in compliance with GAAS, GAGAS, and Internal Audit Standards for non-profit agencies, federal government contractors, and Washington State local government entities.



- ❖ Preparation and review of financial statement compilations for small business, governmental, and non-profit clients (includes annual report preparation and submission to WSAO).
- ❖ Perform internal control analysis for governmental, non-profit, and other small business clients to create process improvements and efficiencies.
- ❖ Preparation of policies and procedures to implement control improvements.
- ❖ Assist small business in compliance with various federal regulations. This includes, but is not limited to, accounting and software compliance and involves indirect rate development, policies and procedures, billing, and timekeeping requirements.
- ❖ Assist individuals, small businesses and non-profits with business startup, bookkeeping, taxes, and reporting requirements.

Licenses & Certifications

- ❖ Certified Public Accountant (CPA)- License No. 34555
- ❖ Certified Internal Auditor (CIA)
- ❖ Certified Government Auditing Professional (CGAP)
- ❖ Certified Fraud Examiner (CFE)
- ❖ Oregon Municipal Auditor – ID No. 1612

Professional Organizations

- ❖ American Institute of CPAs (AICPA)
- ❖ Government Audit Quality Center (GAQC)
- ❖ Institute of Internal Auditors (IIA)
- ❖ Washington Societies of CPAs (WSCPA)
- ❖ Association of Certified Fraud Examiners (ACFE)

Professional Involvement

- ❖ Mid-Columbia Chapter of the institute of Internal Auditors- Past President (FY2019) & Past Vice-President (FY2018)

Continuing Professional Education

Ms. Hanford's continuing education consists of at least 40 hours each year and meets the requirements for Oregon Municipal Auditors, Generally Accepted Government Auditing Standards (GAGAS), in addition to the individual requirements for each of the licenses and certifications she holds, including a specialization as a Certified Government Auditing Professional (CGAP).

Rebecca Harder, CPA

Accountant/Auditor

Areas of Specialization

Helping clients through creative solutions, making complex matters simple, creating tools and trainings are some of Rebecca's professional passions. Working with clients in a friendly and professional manner sets Rebecca apart from her peers.

Rebecca specializes in governmental and internal auditing, accounting, ACFR preparation, federal and state grant management, providing instruction and internal control assessment utilizing the COSO framework, and advisory services.

Professional Experience

Prior Relevant Work

Worked for Office of the Washington State Auditor from 2010 – 2018 as Assistant State Auditor, state-wide Assistant Federal Program Compliance Specialist, and fraud investigator. Responsible for supervising, planning, and conducting financial, single (federal compliance), accountability audits and special investigations for state and local governmental entities. Responsible also for research of federal program guideline, developing state-wide audit strategies and tools and instruction of Office staff and external partners through the Washington Finance Officers Association. Research and answer auditor and local government questions through the Audit Helpdesk.

Worked for the City of Vancouver, WA from 2018-2021 as the Internal Auditor and Accounting Manager. Responsible for development of the internal audit program, creating and improving internal controls, documenting policies and procedures, ACFR preparation, city-wide accounting, accounts payable and team management. Implement new GASB pronouncements including participation in state-wide early-implementation teams.

Types of entities audited include both full-accrual and modified-cash, such as, but are not limited to:

- ❖ Cities
- ❖ Counties
- ❖ Irrigation Districts
- ❖ School Districts
- ❖ Port Districts
- ❖ Public Utility Districts
- ❖ Housing Authorities
- ❖ Public Facilities Districts
- ❖ Other Special Purpose Districts





Current Scope of Work

- ❖ Plan, and perform audits for multiple Oregon local governments in accordance with Oregon Minimum Standards and GAAS or GAGAS, as applicable.
- ❖ Plan and conduct audits and reviews and issue reports in compliance with GAAS, GAGAS, and Internal Audit Standards for non-profit agencies, federal government contractors, and Washington State local government entities.
- ❖ Preparation and review of financial statement compilations governmental, and non-profit clients (includes annual report preparation and submission).
- ❖ Perform internal control analysis for governmental, and non-profit clients to create process improvements and efficiencies.
- ❖ Development of policies and procedures to implement control improvements.
- ❖ Development and presentation accounting-related trainings.

Licenses & Certifications

- ❖ Certified Public Accountant (CPA)- License No. 33697

Professional Organizations

- ❖ American Institute of CPAs (AICPA)
- ❖ Washington Societies of CPAs (WSCPAs)
- ❖ Washington Finance Officer's Association (WFOA)

Continuing Professional Education

Ms. Harder's continuing education consists of at least 40 hours each year and meets the requirements for Washington CPAs and Oregon Municipal Auditors, Generally Accepted Government Auditing Standards (GAGAS), in addition to the individual requirements for each of the licenses and certifications she holds, including a specialization as a Certified Government Auditing Professional (CGAP).



Attachment B:

Peer Review



Report on the Firm's System of Quality Control

MATHEW D. PETERSEN
ANGELA M. PRATT
RYAN D. SMITH



3702 KERN ROAD
YAKIMA, WA 98902
509 575 1040 P
509 457 2145 F

To the Owner of Hanford & Associates, LLC and the
Peer Review Committee of the Washington Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Hanford & Associates, LLC (the firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

The firm is responsible for designing 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.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

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 Hanford & Associates, LLC in effect for the year ended March 31, 2019, 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*. Hanford & Associates, LLC has received a peer review rating of *pass*.

Petersen CPAs + Advisors, PLLC

Petersen CPAs and Advisors, PLLC
September 30, 2019



Reviewer's Description of the Finding - The description of the finding should include the applicable requirement of Statements on Quality Control Standards, the scenario that led to the finding, and should reference nonconforming engagements as a result of the finding, if applicable.

The firm's quality control policies and procedures regarding engagement performance require the reports to be reviewed in accordance with professional standards. Although the auditor presented the single audit findings appropriately and the auditee provided a response and corrective action plan, the response was included in the schedule of findings and not in a document separate from the audit findings.

Systemic Cause Of Finding

The firm's quality control policies and procedures regarding engagement performance require the reports to be reviewed in accordance with professional standards. The review process specified in the quality control document did not identify the lack of the auditee response and corrective action plan being prepared in a document separate from the audit findings. Even though the firm was aware of this requirement, the review process did not catch the error.

Type of Finding

Compliance

Were similar findings noted in the prior review?

No

Reviewed Firm's Response to the Reviewer's Finding(s) Described Above:



The response should describe the following:

The firm's actions taken or planned to remediate findings in the firm's system of quality control (see interpretations)

We will ensure responses are documented separately from the findings on the entity's letterhead.

Timing Of Remediation

Immediately

Captain Additional Comments

Captain
Angela M. Pratt

Date
11/06/2019

Reviewed Firm Representative
Teresa J. Hanford

Date
11/06/2019



Attachment C:

Example Engagement Letter Template



DATE

CLIENT
ADDRESS

Dear [Governing Body],

We are pleased to confirm our understanding of the services we are providing for the [CLIENT] for the fiscal year ending [DATE]. We will audit the financial statements of the [CLIENT] as of and for the fiscal year ending June 30, 20XX. We will also audit the [CLIENT]'s compliance with Minimum Standards of Oregon Municipal Corporations prescribed by the Oregon Secretary of State. If Federal Funds in excess of \$750,000 were spent during the audit period, we will perform a single audit in accordance with the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Accounting standards generally accepted in the United States of America call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting as it provides perspective to the basic financial statements. Therefore, as a part of this engagement, we will apply limited procedures to the [CLIENT]'s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS) and Minimum Standards of Oregon Municipal Corporations prescribed by the Oregon Secretary of State. These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance of this RSI as our limited procedures do not provide us with sufficient evidence to do so under our professional standards. Consequently, the financial statements we present to you will include the following RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

- Management's Discussion and Analysis
- Schedule of Federal Awards
- Budgetary Comparison Schedules - Modified Cash Basis - Major Funds

We also understand that supplementary information other than RSI will accompany the [CLIENT]'s basic financial statements. In accordance with GAAS, we will apply auditing procedures and other additional procedures deemed necessary to the following supplementary information accompanying the basic financial statements in order to provide an opinion on this information in relation to the financial statements as a whole:

- Combining Modified Cash Basis Balance Sheet- Nonmajor Governmental Funds
- Combining Modified Cash Basis Statement of Revenues, Expenditures, and Changes in Fund Balances- Nonmajor Governmental Funds
- Budgetary Comparison Schedules- Modified Cash Basis Nonmajor Governmental Funds
- Schedule of Changes in [Net/Total] OPEB Liability
- Schedule of Proportionate Share of Net Pension Liability



- Schedule of Employer Contributions

The statements we present to you will include the following additional information that will not be subject to the auditing procedures applied in our audit of the basic financial statements and for which our report will disclaim an opinion:

- Summary Schedule of Cash Transactions- All Funds

Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additionally supplementary information referred to above when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with GAAS. Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of the [CLIENT] and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgement and will be based, in part, on our assessment of the risks of the material misstatement of the financial statements, whether due to fraud or error. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.

Audit Procedures

Our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of the [CLIENT] and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgement and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether from errors, fraudulent financial reporting, misappropriations of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as, evaluating the overall presentation of the financial statements. If we deem it appropriate, our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence in inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. As part of our audit process, we will request written representation from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements, the supplementary information, and notes accompanying these documents, and that you have reviewed and approved these documents, approved their release, and that you have accepted responsibility for them.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and unavoidable risk exists that some material misstatements may not be detected by our firm, even though our audit is



properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of the [CLIENT]'s financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your internal control. In accordance with our professional standards, we will communicate in writing to the appropriate level of management and to those charged with governance matters concerning any significant deficiencies or material weakness in internal control relevant to the audit of the financial statements that we identify during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the [CLIENT]'s compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that the [CLIENT] complies with applicable laws, regulations, contracts, and other agreements.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will also prepare the financial statements of the [CLIENT] in conformity with U.S. generally accepted accounting principles based on the information provided by you.

Teresa Hanford is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Hanford & Associates, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Responsibilities of Management and Those Charged with Governance

As part of our engagements, we may advise you about the appropriate accounting principles and their application; however, the management of the [CLIENT] acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. This responsibility includes the financial statements, all accompanying information and the representations that accompany them. As such, the management of the [CLIENT] is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

By your signature below, you also acknowledge that the management of the [CLIENT] is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, and all accompanying information, that are free from material misstatement, whether due to fraud or



error. This responsibility includes the fair presentation in the financial statements of the respective financial position of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the [CLIENT] and the respective changes in financial position and where applicable, cash flows, in conformity with accounting principles generally accepted in the United States of America. In addition, management is also responsible for having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, and others where fraud could have a material impact on the financial statements. The management of the [CLIENT] is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the [CLIENT] received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the [CLIENT] complies with applicable laws and regulations for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your representation letter.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information.

Management's responsibilities also include designating qualified individuals with the skill, knowledge, and experience to be responsible and accountable for overseeing financial statement preparation, tax services, and any other non-attest services we perform as part of this engagement, as well as, evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine if necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

Written Report

We expect to issue a written report upon completion of our audit of the [CLIENT]'s financial statements. Our report will be addressed to the (STAKEHOLDER) of the [CLIENT]. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion or withdraw from the engagements.



Other Matters

We expect to begin our audit after the fiscal year end at a time mutually agreeable by both parties and to issue our report by [December 31, YYYY / June 30, YYYY] (prior to the final board meeting of the year).

It is our policy to keep records related to this engagement for seven years. However, Hanford & Associates, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Hanford & Associates, LLC shall be free to destroy our records related to this engagement.

Our fee for these services will be a firm fixed fee of \$[AMOUNT] for the audit and compilation of the financial statements, compliance to Minimum Standards of Oregon Municipal Corporations prescribed by the Oregon Secretary of State, and assistance as needed throughout the year. If the District needs a single audit in accordance with OMB Uniform Guidance, our fee will be a firm fixed price of \$[AMOUNT].

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm's policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on the anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.), by third parties arise against the [CLIENT] or its officers subsequent to this engagement, which results in the subpoena of documents from Hanford & Associates, LLC and/or requires additional assistance from us to provide information, depositions or testimony, the [CLIENT] hereby agrees to compensate Hanford & Associates, LLC at our standard hourly rates for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees to represent Hanford & Associates, LLC.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Washington State. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE



ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING

THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to the [CLIENT] and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Teresa Hanford, Managing Member Hanford &
Associates, LLC

CLIENT RESPONSE:

This letter correctly sets forth the understanding of the [CLIENT].

[SIGN AND DATE]



Attachment D:

Example Reports



For most of our governmental clients, there are no significant or material errors. Lesser recommendations are not required to be presented to the governing body at the exit conference nor be included in the audit report, which is also an industry-wide practice. We do document lesser recommendations and provide them to management less formally. Part A below is an example of these lesser recommendations to management, the client name has been redacted for privacy.

Part B below is an example our standard audit reports that include a significant deficiency recommendation, which was required to be included within the formal audit report.

Part A – Lesser recommendations provided directly to management:

City of XX FY20XX Audit Recommendations

Compliance with OAR 162-010-0260 Budget

The City complied in all material respects with Local Budget Law in the preparation, adoption and execution of its budget and tax levy for the year ended June 30, of the current year, and the preparation and adoption of its budget for the year ending June 30 of the subsequent year with the following exceptions:

- Tested a sample of 20XX-20XX (preceding years actual resources and expenditures) to the audited financial statements and noted Fund 15, Capital Improvement Fund reported transfers in of \$34,500 on the budget, but \$36,500 on the financial statements.
- Tested LB-1 requirements agree with the adopted amounts on the approved budget resolution. Determined the total on the resolution was \$6,867,981, total per LB-1 was \$6,891,458, a difference of \$23,477.
- Tested LB-1 requirements agree with the budget detailed sheet. Determined the total on budget detailed sheet was \$6,867,981, total per LB-1 was \$6,891,458, a difference of \$23,477.
- Oregon Revised Statutes 294.388(6) requires “Debt service estimates must include separate amounts for principal and interest for each bond issue in each fund.” The City was not in compliance with this requirement for its 20XX-20XX budget.

We recommend City personnel ensure budget documents are accurate and prepared in accordance with Oregon Budget Law.

Transfers vs. Budget

The City’s budgeted transfers in and out did not tie to amount reported in the City’s financial misstatements.

- Budgeted transfers in were \$183,900
- Budgeted transfers out were \$179,400
- Actual transfers per the financial statements were \$181,400

Upon inquiry, the budgeted differences were errors.

We recommend City personnel ensure approved total budgeted transfers in and out equal each other and tie to year-end financial statements.



Journal Entries

When reviewing journal entries, we determined there was not a consistent documented review process in place. Manual journal entries tend to be at higher risk of error or fraud.

We recommend the City implement a consistent review process for all manual journal entries and ensure the review is documented.

Internal Controls

In the prior audit, we noted several instances where internal controls were not consistently in place, partially due to the transition that occurred at City Hall and partially due to the previous control structure that was in place. This lack of internal controls led to a financial statement finding and multiple significant misstatements.

We noted changes during the audit period where internal controls over financial processes improved, segregation of duties were implemented, review processes were documented, and control processes in general were more consistently applied. We identified no significant misstatements. We want to formally recognize the improvement the City has made in this area.

We recommend the City continue to review current processes and make improvements to strengthen areas of potential weakness that are identified.



Part B – Formal audit reports and significant/material recommendations

Honorable Mayor and Members of the City Council
City of Enterprise
Enterprise, Oregon 97828

Report on the Financial Statements

We have audited the accompanying modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Enterprise, Oregon as of and for the year ended June 30, 2022, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the modified cash basis financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of Enterprise as of June 30, 2022, and the respective changes in financial position, for the year



then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describe the basis of accounting. The financial statements are prepared on a modified cash basis, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Enterprise’s basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The budgetary comparison information presented, and individual fund financial statements presented on pages 46-51 and 54-60 and other information presented on pages 52-53 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole on the basis of accounting described in Note 1.

The management’s discussion and analysis on pages 5-11 and introductory information on pages 1-3 have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on such information.

Report on Other Legal and Regulatory Requirements

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have also issued our report dated December 31, 2022, on our consideration of the City’s compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

A handwritten signature in black ink that reads "Teresa Hanford".

Hanford & Associates, LLC
West Richland, WA
December 31, 2022



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements

Honorable Mayor and City Council Members
City of Enterprise
Enterprise, Oregon 97828

We have audited, in accordance with auditing standards generally accepted by the United States of America, the modified cash basis financial statements of the of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Enterprise, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 31, 2022. As reported in the auditors' opinion on the financial statements, the City prepares its financial statements on the modified cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying Schedule of findings and responses, we identified a certain deficiency that we consider to be a significant deficiency.

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

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies 2022-1 described in the accompanying Schedule of Findings and Responses to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and



grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under auditing standards generally accepted by the United States of America.

The City’s Response to Findings

The City’s response was not subjected to auditing procedures applied in the audit of the financial statement and, accordingly, we express no opinion on it.

Purpose of this Report

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

A handwritten signature in cursive script that reads "Teresa Hanford".

Hanford & Associates, LLC
West Richland, WA
December 31, 2022



Findings – Financial Statement Audit

Significant Deficiencies in Internal Control Over Financial Reporting

2022-1 Preparation of Financial Statements

Criteria:

A complete system of internal control contemplates an adequate system for reporting and processing financial statements.

Condition:

The City of Enterprise has elected not to have an internal control system designated to provide for the preparation of the financial statements and related footnotes being audited. As auditors, we were requested to draft the financial statements and accompanying notes.

Cause:

Due to cost and other considerations, the City of Enterprise requested we draft the financial statements and related footnotes.

Effect:

The control deficiency could result in a misstatement to the financial statements that would not be prevented or detected.

Recommendation:

This circumstance is not unusual. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost or other considerations.

Management's Response:

Due to cost constraints, the City of Enterprise has had the auditors draft the financial statements over the past many years. While we anticipate that next year's audit will require the same, our hope is to have the City of Enterprise Financial Specialist trained and able to complete the financial statements within the next couple of years.



Independent Auditor's Report Required by Oregon State Regulation

Honorable Mayor and City Council Members
City of Enterprise
Enterprise, Oregon 97828

We have audited the basic financial statements of the City of Enterprise as of and for the year ended June 30, 2022, and have issued our report thereon dated December 31, 2022. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance

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

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

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

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

OAR 162-10-0230 Internal Control

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



We noted certain matters that we reported as finding 2022-1 in the Schedule of Findings and Responses.

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

A handwritten signature in black ink that reads "Teresa Hanford".

Hanford & Associates, LLC
West Richland, WA
December 31, 2022

Reference Check Results for Hanford & Associates LLC

From: Lacey McQuead, **Enterprise** City Administrator <lmcquead@enterpriseoregon.org>

Date: Thu, Jan 26, 2023 at 4:04 PM

I will gladly answer the questions asked and add that **I would hands down pick Hanford and Associates to work with every year!**

1. Have you ever had a late audit from Hanford?

No. All our audits have been completed on time and approved by the City Council within two months of being completed.

2. How was or is your relationship with them? Were they easy to work with?

Our relationship with Teresa is absolutely wonderful. I have only had the pleasure of meeting Rebecca once, but I enjoyed conversing with her when she was here. Teresa has always completed our audit, and I would prefer working with her over any of the previous auditors we have had. She truly is a great resource for the City and someone I can always reach when needed. Having trust with a new auditor is essential. I am looking to be able to build a good working relationship.

3. How long did they do audits for you?

We have contracted with Teresa since 2017.

Lacey J. McQuead

Enterprise City Administrator/Recorder

From: Dawn Kinyon

Date: Wed, Jan 25, 1:06 PM

I spoke to Toni, the city manager of **Lostine** (also the receptionist) and she loves Theresa at Hanford. She has her cell number and they text all the time, responsiveness is wonderful! She did admit that her audits are sometimes (often) late but also admits she is only a population of 200 *and has told Hanford to take care of their bigger cities first*. They don't care much because they have never been fined and Hanford does such a good job.

From: Oakridge City Administrator <cityadministrator@ci.oakridge.or.us>

Date: Jan 24, 2023, 4:16 PM

I spoke to the city manager of **Yachats**, and she had nothing but great things to say about Hanford. She said Teresa the primary auditor came to Yachats in person and spent three days there each of the last two years. She said she is very easy to work with, very experienced, and specializes in helping small cities in crisis.

From: **Judy M. Richter, Toledo City Manager**

Date: Jan 28, 2023, 11:39 AM

I apologize for being slow to respond to your email.

I cannot recommend Teresa Hanford highly enough. She is an excellent auditor. very capable, knowledgeable and ethical.

Our audits have not been filed on time but because we didn't get our work done on time, not Teresa's fault. She is always responsive to phone calls and emails.

Please let me know if I can be of further assistance.

Business of the City Council
City of Oakridge, Oregon

Agenda Title: Police & EMS Dispatch
Services IGA Contract Bid

Agenda Item No: **10.3**

Exhibit: Junction City Dispatch Bid Letter

Proposed Council Action: A motion from
the floor to approve

ISSUE:

In July, the Lane County Sheriffs Office (“LCSO”) increased their price for our dispatch contract to **\$126,056.98** per year and informed us that they would cease to provide the service as soon as we found another provider or by 6/30/23 at the *latest* (we are allowed to get out of the contract as soon as we want). Since then, Police, Fire, and the CA have been searching for an alternative dispatch provider, and have approached and/or considered Central Lane 911, Florence, Cottage Grove, and other providers around the state. These other providers considered during the search process were all either too expensive or not able or interested in contracting with us.

Last week, we received a written bid offer letter (see attached) from Junction City Police Chief Bob Morris (who will be available at the Council Meeting to answer any questions), offering to provide 24-hour dispatch services for the price of **\$100,000.00** per year for 5 years (with an annual 3% increase after the first year, the same as our contract with LCSO). The agreement will also have an escape clause, wherein either party can cancel the IGA after giving a 90 day notice.

In addition to **saving the city \$26,056.98** per year, Junction City will also provide us with increased services, including a cell phone based back-up radio dispatch option, which enables any cell phone to utilize a push-to-talk feature to make dispatch radio communications through a cell phone (it basically turns a cell phone into a radio), in the event an officer's radio runs out of batteries, does not have coverage in the area, or they simply don't have a radio on them, etc. They will also provide us with real-time CAD (computer aided dispatch) information and data (time of calls, information on suspects & victims, etc.) through any computer/tablet/phone, a service that we currently do not utilize.

Junction City has had its own dispatch center for many years and is one of only 8 departments in the state “Accredited” by the Oregon Accreditation Alliance for meeting the highest standards of service in the industry. JCPD has also been an excellent partner with us in the past. As many will recall, JCPD provided Oakridge with extra patrol officers *free of charge*, in the aftermath of the Cedar Creek Fire evacuation.

Since this is an IGA, under ORS 190.010 and ORS 352.138(2),* it does *not* require issuing an RFP, but doing so is an option. However, it is staff’s opinion that an RFP is unlikely to produce any offers comparable to Junction City’s.

FISCAL IMPACT: \$26,056.98 *savings*

OPTIONS: (1) Allow the CA to negotiate an IGA contract with Junction City for dispatching
(2) Instruct the CA to put out an RFP to try to solicit additional bids

RECOMMENDATION: Option 1 (allow the CA to contract with Junction City for dispatch services)

RECOMMENDED MOTION: *I move to allow the City Administrator to negotiate a new IGA contract with the city of Junction City for dispatch services.*

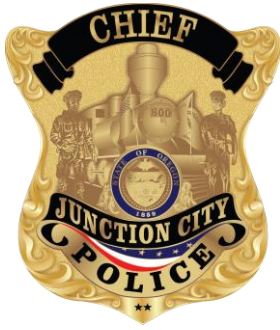
STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property and the environment

Theme 1 (Safe Community), Goal #2: Provide efficient, sustainable, and equitable public safety services including police, fire, and emergency medical services.

Theme 2 (Responsive Government), Goal #3: Manage finances in a fiscally responsible manner ensuring long term financial stability.

**ORS 190.010 and ORS 352.138(2) provide that units of local government and public universities may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.*



Junction City Police Department

Office of the Chief

012023

City of Oakridge
James Cleavenger, City Administrator
48318 E. 1st St.
Oakridge, OR 97463

Dear city of Oakridge and Oakridge City Council,

Thank you for reaching out to determine if Junction City Police had both the capacity and interest in providing dispatch services to the City of Oakridge Police and Fire Services. After researching the technical and logistical requirements we have determined we are able to provide the requested dispatching services. This offer is made with the understanding that to have reliable radio communications with your agencies requires the establishment of a point-to-point connection between the dispatch center located at 672 Greenwood St. in Junction City and Oakridge city hall located at 28318 E. 1st St. in Oakridge, and that the cost of establishing and maintaining such connection shall be the sole responsibility of the City of Oakridge.

Assuming the city of Oakridge will pay all hardware & technical costs and fees incurred to integrate all equipment into the Junction City systems, Junction City Police is prepared to provide the following services to the city of Oakridge.

1. **Basic Services** - Junction City Dispatch shall provide the city of Oakridge with twenty-four (24) hour emergency dispatch service that will include:
 - a. Answering incoming calls for service for Oakridge police and fire agencies;
 - b. Providing full-service dispatching for police & fire agencies by means of radio communications;
 - c. Maintaining a Computer-Aided Dispatch (CAD) record of all police and fire activity;
 - d. Providing LEDS/NCIC service to authorized personnel to include the entry, clearance/cancellation, validation, etc. of all LEDS related entries.
 - e. Continue to provide the Oakridge Fire Department with cellular-based services through Active911 and EnroutePro.
2. **Enhanced value-added Services**
 - a. **In-car, tablet, and cellular phone terminal access allowing officers to have real-time access to CAD data with call info and mapping.**
 - i. Requires city of Oakridge to supply web-enabled devices
 - ii. Requires city of Oakridge to have cellular data plans for each device
 - iii. Requires the ability to reach (be in-range of) an active cellular tower – if the device is out of range and/or cellular service is unavailable, this feature will NOT work.
 - b. **Service includes push to talk (PTT) radio communications via *any cellular device*. This is a redundancy feature should the fiber connection between Oakridge and Junction City fail.**
 - i. Requires city of Oakridge to supply web-enabled devices
 - ii. Requires city of Oakridge to have cellular data plans for each device
 - iii. Requires the ability to reach (be in-range of) an active cellular tower – if the device is out of range and/or cellular service is unavailable, this feature will NOT work.



3. Effective and Legitimized Professional Services - Oregon Accreditation Alliance (OAA) Accreditation

In January of 2021 the Junction City Police Department was again awarded Accredited status by the Oregon Accreditation Alliance (OAA). This status remains active through January of 2023 at which time the department will apply for reaccreditation. Until 2021 accreditation of law enforcement agencies was strictly voluntary and only about 35% of all Oregon law enforcement agencies had chosen to take on the accreditation process and of those, about only 24% had achieved accredited status.

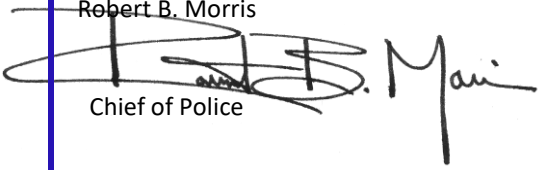
However, as part of many broad and sweeping changes relating to the overarching construct of legitimized policing, the 2021 Oregon Legislature passed House Bill 2162 which mandated that no later than July 1, 2025, each law enforcement agency employing 100 or more sworn police officers must be accredited. The bill further requires that no later than July 1, 2026, each law enforcement agency in this state with 35 or more sworn police officers must be accredited.

HB2162 only requires accreditation of agencies pertaining to sworn personnel, it does not require accreditation of agencies operating dispatch centers employing telecommunicators (dispatchers). **Currently there are forty-three (43) Oregon Public Safety Answering Points (PSAPs), also known as dispatch centers, of those forty-three, only seven had pursued and attained OAA Accreditation. In September 2021 the Junction City Police Department PSAP became the 8th center in the state to be awarded accreditation - which will remain in effect until September of 2024, at which time we will apply for reaccreditation.**

Junction City Police Department will provide the above listed dispatch services for the city of Oakridge for a total annual cost of \$100,000, for an initial term of five (5) years. The cost for year one will be \$100,000, with an annual .03% cost increase each year thereafter for the term of the contract. Should the city of Oakridge decide to proceed forward in establishing a formal intergovernmental agreement (IGA), in the unlikely event either party is unable to satisfy the terms and conditions set forth in the IGA, either party may terminate the IGA by providing no less than ninety (90) days written notice to the other party.

Should you have any questions, please contact me immediately at 541-998-1245

Robert B. Morris


Chief of Police



Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: City Administrator
Performance Review Criteria

Proposed Council Action: A motion to adopt
the revised evaluation process

Agenda Item No: 13.1

Exhibit(s):

- (1) Draft Resolution 01-2023
- (2) Exhibit A – CA eval for council
- (3) Exhibit B – CA eval for staff
- (4) Exhibit C – CA eval process for council

Author: Councilor Kinyon

ISSUE: Pursuant to the City Administrator’s Employment Agreement, Section 7, Performance Review, the City Council must annually evaluate the City Administrator’s performance. The City Council must adopt hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the hiring standards, criteria and policy directives.

BACKGROUND: The purpose of this repeal and replace resolution is:

1. To separate and reformat the exhibits so they are not all combined in one document to include;
 - Exhibit A is now a fillable form .pdf that can be sent to the council to do their evaluations each year.
 - Exhibit B is now a fillable form .pdf that can be sent to direct report staff to do their evaluations each year
 - Exhibit C is now a fillable form for Mayor and Council to use as a guideline for the annual process, by changing the due dates and dollar amounts for the current contract, and;
 - Exhibit C now also includes additional language setting the review period to be done prior to budget season annually.

FISCAL IMPACT: None

OPTIONS:

- (1) 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; or

(continued)

- (4) A second reading of a resolution is permitted to occur at the meeting where it is introduced, and a resolution may be passed at a single meeting by a unanimous vote for passage by all members of the council present.
- (5) A non-emergency resolution takes effect on the thirtieth (30th) day after its enactment or on a later day the resolution prescribes. A resolution enacted to meet an emergency may take effect as soon as enacted or upon a date specified in the resolution which is less than thirty (30) days.

STAFF RECOMMENDATION: Option 2

RECOMMENDED MOTION: *"I move we approve the second reading of Resolution 01-2023, including Exhibit(s) A, B, and C."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: *In an open and transparent manner, effectively deliver services that citizens need, want, and support.*

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

RESOLUTION NO. 01-2023
A RESOLUTION REPEALING AND REPLACING RES. 11-2020
THE CITY ADMINISTRATOR PERFORMANCE REVIEW CRITERIA

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous CA performance review criteria resolution; and;

WHEREAS, pursuant to Section Twenty-One (21) of the City Charter, the City Administrator is the administrative head of the City, which reports directly to the City Council and is supervised by the governing body; and;

WHEREAS, pursuant to the City Administrator's Employment Agreement, the City Council shall evaluate the City Administrators performance at least once a year, and establish criteria for evaluation in accordance with open meetings law; and;

WHEREAS, the City Council reviewed the criteria for evaluation in accordance with public meetings law on January 19, 2023

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OAKRIDGE AS FOLLOWS:

Section 1. The City Council hereby adopts the City Administrator Performance Review, attached as exhibits A, B and C.

PASSED BY THE OAKRIDGE CITY COUNCIL this _____ day of _____, 2023.

Ayes _____ Nays _____

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE this _____ day of _____, 2023.

EFFECTIVE DATE: Thirty (30) days after the date of enactment.

Bryan Cutchen, Mayor

Jackie Taylor, Assistant City Recorder

Return to Mayor by: _____

Councilor's Name: _____ Date: _____

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

Instructions:

This evaluation has two parts. Part I involves an evaluation of the annual performance of the City Administrator during the evaluation period of _____. Part II concerns your expectations and goals for the City Administrator during the coming year. In evaluating the Administrator's past performance, you are asked to rate that conduct according to the following categories:

NI = Needs Improvement

E = Exceeds Standards

M = Meets Standards

NO = Not observed

Place an X in the box you feel best reflects your position for each section. Following each performance standard, please provide any appropriate comments in that area.

Part I. Performance Standards

1. Personal Traits / Professionalism

Positive attitude, self-motivating; self-confident; creative; uses common sense; professional and personal integrity; emotional stability; takes initiative; receptive to new ideas and changes; maturity in relations with others; prepares quality products; willingness to seek personal growth and development; takes consistent position with different audiences; adherence to high professional ethical standards; exercises diplomacy; demonstrates high personal integrity.

NI	M	E	NO

Comments:

2. City Council Relationships

NI	M	E	NO

Effectively implements policies and programs approved by City Council; reporting to City Council is timely, clear, concise, and thorough; accepts direction or instructions in a positive manner; effectively aids the City Council in establishing long-range goals; keeps Council informed of current plans and activities of administration and new development; sensitive to and perceptive of Council needs and desires; maintains a relationship of trust with each Council member and the Mayor; available to members of the Council; properly orients new Council members.

Comments:

3. Technical Knowledge and Use

NI	M	E	NO

General overall knowledge of city operations and responsibilities; willing and able to learn; keeps current on professional issues, trends, techniques, and methods of operation; keeps current on legislation, funding opportunities and regulations; administrative knowledge (budget, personnel, grants, and purchasing rules and regulations); knowledge of city developments in public policy.

Comments:

4. Problem Solving and Decision Making:

NI	M	E	NO

Anticipates problems; identifies problems, issues and concerns; ability to analyze problems (to honestly identify and assess alternatives); develops and recommends creative, innovative and realistic solutions and implements and refines such solutions; considers alternatives and available facts before making decisions; resolves problems at lowest possible level (takes responsibility for decisions); gets affected parties involved in problem solving; reaches timely decisions; flexibility and receptiveness to suggestions; resolves problems under strained and unpleasant conditions; achieves goals set by or in conjunction with City Council; consults with Council when appropriate.

Comments:

5. External Relations

NI	M	E	NO

Projects positive public image; effectively handles citizens complaints and inquiries; educates public on city problems, programs and operations; keeps commitments to the public; maintains contact/liaison with community groups; maintains effective intergovernmental relations; maintains effective relations with media representatives.

Comments:

6. Fiscal Management

Prepares realistic annual budgets; seeks efficiency, economy and effectiveness in all programs; controls expenditures in accordance with approved budgets; keeps City Council informed about revenues and expenditures, actual and projected; is cost effective; assures that Budget Committee is well informed of short and long-term City financial status; involves Council in fiscal affairs.

NI	M	E	NO

Comments:

7. Personnel Management & Supervision

Maintains adequate levels of supervisions and internal control and communication; employees are given necessary guidance regarding responsibilities and tasks; follow-up is initiated to properly account for employee activities; disciplinary matters and corrective actions are appropriate and applied in a timely fashion. Management atmosphere encourages professional growth; encourages initiative and creativity; allows subordinates to grow professionally.

NI	M	E	NO

Comments:

Part II. Future Expectations

1. What objectives should the City Council set for the City Administrator for the coming year?

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

for Direct Report employees only

Dear employees,

The City Council approved the City Administrator's evaluation performance standards and criteria. As part of the evaluation process, the Council is seeking input from City of Oakridge employees who directly reported to the City Administrator for the period of _____ to the present. As the hiring authority for the City Administrator, the Council is seeking your input as we prepare our evaluations.

We recognize the importance of this input remaining confidential. After consultation with the City Attorney, it is the City's position that information submitted in this process is exempt from public disclosure under ORS 192.355.

The Council encourages you to submit your input no later than _____, directly to the City Attorney, preferably by e-mail at:

Matthew Dahlstrom: mid@emeraldaw.com

Joe Leahy: jjl@emeraldaw.com

While your initial comments will have your name and date on the form, the City Attorney will compile your responses, remove names and identifiers, and submit a collection of anonymous comments to the Mayor and City Councilors.

The Council will review the anonymous comments with the City Administrator in Executive Session unless the City Administrator requests an open hearing.

Thank you for your help with our review.

Mayor and City Councilors

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

for Direct Report employees only

Instructions:

This evaluation has two parts. Part I involves an evaluation of the annual performance of the City Administrator during the evaluation period of _____. Part II concerns your expectations and goals for the City Administrator during the coming year. In evaluating the Administrator's past performance, you are asked to rate that conduct according to the following categories:

NI = Needs Improvement

E = Exceeds Standards

M = Meets Standards

NO = Not observed

Place an X in the box you feel best reflects your position for each section. Following each performance standard, please provide any appropriate comments in that area.

Part I. Performance Standards

1. *Personal Traits / Professionalism*

NI	M	E	NO

Positive attitude, self-motivating; self-confident; creative; uses common sense; professional and personal integrity; emotional stability; takes initiative; receptive to new ideas and changes; maturity in relations with others; prepares quality products; willingness to seek personal growth and development; takes consistent position with different audiences; adherence to high professional ethical standards; exercises diplomacy; demonstrates high personal integrity.

Comments:

2. Technical Knowledge and Use

General overall knowledge of city operations and responsibilities; willing and able to learn; keeps current on professional issues, trends, techniques, and methods of operation; keeps current on legislation, funding opportunities and regulations; administrative knowledge (budget, personnel, grants, and purchasing rules and regulations); knowledge of city developments in public policy.

NI	M	E	NO

Comments:

3. Problem Solving and Decision Making:

Anticipates problems; identifies problems, issues and concerns; ability to analyze problems (to honestly identify and assess alternatives); develops and recommends creative, innovative and realistic solutions and implements and refines such solutions; considers alternatives and available facts before making decisions; resolves problems at lowest possible level (takes responsibility for decisions); gets affected parties involved in problem solving; reaches timely decisions; flexibility and receptiveness to suggestions; resolves problems under strained and unpleasant conditions; achieves goals set by or in conjunction with City Council; consults with Council when appropriate.

NI	M	E	NO

Comments:

4. Personnel Management & Supervision

Maintains adequate levels of supervisions and internal control and communication; employees are given necessary guidance regarding responsibilities and tasks; follow-up is initiated to properly account for employee activities; disciplinary matters and corrective actions are appropriate and applied in a timely fashion. Management atmosphere encourages professional growth; encourages initiative and creativity; allows subordinates to grow professionally.

NI	M	E	NO

Comments:

Part II. Future Expectations

1. What objectives should the City have for your department in the coming year?

OAKRIDGE CITY ADMINISTRATOR
Annual Performance Review Timeline

Instructions:

Directions for Mayor:

- A letter on behalf of the Council is sent to Direct Report Staff requesting comments on the City Administrator's performance anonymously directly to the City Attorney. (see Direct report process for details) Staff is not required to participate.
- Each Council member is emailed a performance review form to complete and return to the Mayor by: _____
- Council directs City Administrator to prepare a self-evaluation due to Council on: _____

[]

- Direct Report Staff’s deadline to submit comments to the City Attorney. Forms go to City Attorney with staff name and date; however, attorneys will compile all comments anonymously.

[]

- City Attorney (third-party) deadline to submit directly to Council compilation of Department Directors comments in a sealed envelope.
- CA self evaluation due to council.

[]

- First Executive Session is held to review and discuss: City Administrator’s Self-Evaluation and comments from staff compilation. ORS___

[]

- Council members deadline to submit directly to Mayor their performance review forms, signed and dated:
- Mayor and Council President tabulate and summarize the results of the performance appraisals

[]

- Second Executive Session is held to review and discuss Performance appraisal with City Administrator
- Council in Public Meeting and in accordance with State law: Mayor gives a summary of the City Administrator’s performance appraisal
- Council considers the following action items:

RESOLUTION ACCEPTING CITY ADMINISTRATOR’S PERFORMANCE REVIEW; and RESOLUTION AUTHORIZING COMPENSATION FOR CITY ADMINISTRATOR, FY: _____
- (Current Salary in CA contract, section 6 accepted by Motion: Effective _____ through _____: \$_____/annually)

NOTES:

2nd year review should begin the first council meeting in September of _____ and be complete by _____ and must include annual salary review.

Contract will auto renew on _____ unless 90 day notice given by _____

Gross negligence notice must be given by _____ if city wishes not to pay 4 months’ severance and forgo renewing contract.

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Supplemental Budget #1 for Fiscal Year 22-23 (Resolution 02-2023).

Proposed Council Action: A motion from the floor to approve

Agenda Item No: 13.2

Exhibits: Resolution 02-2023

Author: Colleen Shirley

ISSUE:

Oakridge Finance Director Colleen Shirley has drafted a Supplemental Budget (#1) for fiscal year 2022-23, for consideration for passage by the Council, through Resolution 02-2023. See the attached resolution for details.

FISCAL IMPACTS: See Supplemental Budget (Resolution 02-2023)

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the Supplemental Budget for fiscal year 2022-2023, as outlined in Resolution 02-2023."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

RESOLUTION NO. 02-2023

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2022-2023 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 2022-2023 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, 2022 and for purposes shown are hereby appropriated for each Fund:

SUMMARY OF PROPOSED BUDGET CHANGES				
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED				
FUND: Emergency Services				
	Resource	Amount	Expenditure	Amount
1	OSFM Seasonal Worker Grant	\$ 35,000.00	OSFM Seasonal Work Grant	\$ 35,000.00
2	EMR Grant	\$ 2,500.00	Travel/Training	\$ 2,500.00
3	Westfir Contract Increase	\$ 18,391.00	EMS Wages	\$ 18,391.00
	ARPA	\$ 9,000.00	Professional Services non-legal	\$ 9,000.00
	Revised Total Fund Resources	\$ 64,891.00	Revised Total Fund Requirements	\$ 64,891.00
Explanation of Changes:				
The City of Oakridge EMS and Fire Department received an Oregon State Fire Marshal's grant for seasonal workers. This helped to pay for part of the seasonal workers expense. An EMR grant was received adding more funds to training. There was an increase in the Westfir IGA this year that was not accounted for. This enabled the department to hire a highly qualified employee instead of an entry level employee.				

SUMMARY OF PROPOSED BUDGET CHANGES				
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED				
FUND: General				
	Resource	Amount	Expenditure	Amount
1	Library Grant	\$ 3,000.00	Library New Equipment	\$ 3,000.00
2	ARPA	\$ 26,150.00	Capital Outlay-Building	\$ 26,150.00
3	ARPA	\$ 95,590.00	New Equipment --Capital	\$ 95,590.00
	ARPA	\$ 15,594.58	Patrol Officers Wages	\$ 15,594.58
	Revised Total Fund Resources	\$ 124,740.00	Revised Total Fund Requirements	\$ 124,740.00
Explanation of Changes:				
<p>The library received a grant for new computer equipment. ARPA funds were approved to replace the 21 year carpet in the city hall. ARPA funds were approved to purchase a new software system at the city hall. During a change in staff at the police department we were down to 2 officers for the whole city and had to have the City of Coburg help us while the staffing was in transiton.</p>				

SUMMARY OF PROPOSED BUDGET CHANGES				
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED				
FUND: Water				
	Resource	Amount	Expenditure	Amount
1	Operating Contingency	\$ 23,000.00	Water Loan Tank 7 principal	\$ 23,000.00
2				
3				
	Revised Total Fund Resources	\$ 23,000.00	Revised Total Fund Requirements	\$ 23,000.00
Explanation of Changes:				
<p>During budgeting the principal loan amount for Tank 7 was changed to a lesser amount than the principal amount of the loan. Adding back in the missing 23k for the loan that is due.</p>				

SUMMARY OF PROPOSED BUDGET CHANGES
 AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Stormwater

	Resource	Amount	Expenditure	Amount
1	Operating Contingency	\$ 3,500.00	Professional Services Legal	\$ 3,500.00
2	Operating Contingency	\$ 2,500.00	Staff Training	\$ 2,500.00
3				
	Revised Total Fund Resources	\$ 6,000.00	Revised Total Fund Requirements	\$ 6,000.00

Explanation of Changes:

We are adding two budget line items, Professional services legal and staff training to the Stormwater fund.

SUMMARY OF PROPOSED BUDGET CHANGES
 AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Wastewater

	Resource	Amount	Expenditure	Amount
1	Operating Contingency	\$ 40,000.00	UV Light Fixtures-Capital Outlay	\$ 40,000.00
2				
3				
	Revised Total Fund Resources	\$ 40,000.00	Revised Total Fund Requirements	\$ 40,000.00

Explanation of Changes:

UV light fixtures are on a set plan to be replaced for wastewater treatment and were removed from the budget. This is part of a several year maintenance plan for the treatment plant.

PASSED BY THE OAKRIDGE CITY COUNCIL this _____ day of _____,2023.

Ayes _____ Nays _____

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE this _____ day of _____, 2023.

EFFECTIVE DATE: Immediately upon passage and enactment.

Bryan Cutchen, Mayor

James Cleavenger, City Administrator & Recorder

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Committee Appointments

Agenda Item No: 15.1 – 15.5

Proposed Council Action: Approve committee appointments

Exhibit: (1) Applications
(2) Committees' spreadsheet

ISSUE:

- (1) Consider an application before the council to re-appoint Commissioner Partain to the Planning Commission.
- (2) Approve councilor appointments to committees where vacancies exist due to expiring terms.

The Council Rules of Procedure, chapter 7. II. A. states "Unless otherwise mandated by state law, the mayor, subject to approval by the council, shall appoint the members of any board, commission or committee authorized by the council.

FISCAL IMPACT: None

OPTIONS: (1) Approve the appointments below.
(2) Do not approve one or more of the appointments below.

RECOMMENDATION: Approve the appointments.

RECOMMENDED MOTIONS:

I move we reappoint John McClelland to Seat 5 of the Oakridge Planning Commission for a term expiring in December of 2026.

I move we appoint Heather Buley to Seat 4 of the Parks and Community Services Committee for a term expiring in December of 2025.

I move we reappoint Gail Partain to Seat 3 of the Oakridge Planning Commission for a term expiring in December of 2026.

I move we appoint Mary Rivera to Seat 5 of the Oakridge Economic Development Advisory Committee for a term expiring in December of 2026.

I move we appoint Su Stella to Seat 4 of the Oakridge RTMP/TRT Committee for a term expiring in December of 2025.



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 interested in: **Planning Commission**

Name: **John McClelland**

Address: **76128 Rigdon Dr, Oakridge OR 97463**

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached:

Employer/Occupation: **Retired/Real Estate Photographer**

E-mail Address: **jmac1961@sbcglobal.net**

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 studied architectural drafting out of high school, remodeled several homes and worked in law enforcement where I had to read and interpret laws and regulations.

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): **John McClelland**

Participant Signature:

Date:

1-17-2023

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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

Renewing.
See attached PC Questions

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	<input checked="" type="checkbox"/>	Budget Committee	<input type="checkbox"/>	Audit Committee	<input type="checkbox"/>
Administration Advisory Committee	<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Public Parks & Community Services	<input type="checkbox"/>
Public Safety Committee	<input type="checkbox"/>	Economic Development Advisory Committee	<input type="checkbox"/>	Rural Tourism & Marketing Committee	<input type="checkbox"/>

Potential Planning Commission Member Questions:

- 1) What do you see as the future of Oakridge?

I HOPE THE FUTURE OF OAKRIDGE IS ONE WHERE THE RESIDENTS CAN LIVE A HAPPY, PROSPEROUS LIFE.

- 2) How do you think the City Council views the future of the city, and are your views compatible with those of the Council?

I WOULD LIKE TO BELIEVE THAT THE COUNCIL WOULD WANT THE SAME FUTURE FOR THE CITY.

- 3) As a Planning Commissioner, how might you advance the goals of the City Council?

I WOULD ADVANCE THE COUNCIL GOALS BY WORKING TOWARDS THE THINGS SET FORTH IN THE STRATEGIC PLAN

- 4) Since the City is preparing for large projects, such as the Highway 58 Refinement Plan, dedication of time and effort is required. Discuss your availability for these types of projects.

I AM SEMI-RETIRED AND CURRENTLY DO REAL ESTATE PHOTOGRAPHY WHERE I MAKE MY OWN SCHEDULE

- 5) As a general rule, when do you feel variances and conditional uses should be granted?

THESE TYPES OF ISSUES SHOULD ALWAYS BE DEALT WITH ON A CASE BY CASE BASIS.

- 6) How do you feel the City staff should assist the Planning Commission in their efforts, and how important is the staff report?

STAFF REPORTS ARE VERY IMPORTANT AND THE CITY STAFF CAN HELP THE COMMISSION BY GETTING THESE REPORTS OUT IN A TIMELY MANNER SO THE COMMISSION CAN GIVE AN INFORMED RECOMMENDATION.



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 interested in: **Parks & Community Services Committee**

Name: **Heather Buley**

Address: **76484 Pine St, Oakridge OR 97463**

Is your residence in the City of Oakridge: **YES**

Telephone where you can be reached: **(503) 313-8565**

Employer/Occupation: **Self Employed**

E-mail Address: **HeatherABuley@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 experience working with the City of Portland Bureau of Parks & Recreation on several projects including the Portland Street Tree Inventory and native pollinator meadow design, installation and maintenance.

I worked for several years as a landscape consultant with the Columbia Land Trust and Portland Audubon on the Backyard Habitat Certification Program, a collaborative outreach program working to educate and empower citizens and community groups to restore pollinator and wildlife habitat in urban landscapes throughout Multnomah, Clackamas, Washington and Clark Counties, including the landscapes of several public schools, public parks and right-of-ways. The program focused on control of noxious weeds utilizing research-based integrated pest-management, selection of appropriate native plants for each site, stormwater management and wildlife stewardship.

I've also volunteered extensively with OSU Extension Master Gardeners and Friends of Trees including public outreach and numerous tree planting projects, with a focus on selecting and planting appropriate tree species for specific urban right-of-way sites.

As a self-employed garden designer, I have the ability to quickly assess landscape sites and identify concerns, opportunities and appropriate plant materials, emphasizing drought-tolerance and low-input, low-maintenance design principles.

As a community member, I have a deep love and appreciation of public spaces and parks within the walkable/bikeable/rollable urban zone; both for close-to-home communion with the natural world, and for providing people of all ages and abilities the opportunity to exercise and play, including access to a wide diversity of sports. I believe in the importance of community building through inclusion and engagement, ensuring all community members have an opportunity to take ownership of public spaces. Outdoor public spaces including city parks and right-of-ways play a key role in the public health and overall vitality of cities - they are arguably one of Oakridge's most valuable assets.

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): Heather Buley

Participant Signature: *Heather A Buley*

Date: 1/14/2023



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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

See Page 1

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission

Budget Committee

Audit Committee

Administration Committee

Library Board

Parks & Community Services Committee

Public Safety Committee

Economic Development Advisory Committee

Rural Tourism & Marketing

WAC Subcommittee



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 interested in:

Name: *Gail Partain*

Address: *48467 Umier St*

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached:

Employer/Occupation: *Retired*

E-mail Address: *[Handwritten email 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:

Current planning Commissioner

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): *Gail Partain*

Participant Signature: *[Handwritten signature]*

Date: *12/27/21*

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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

Renewing

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission

Budget Committee

Audit Committee

Administration Advisory Committee

Library Board

Public Parks & Community Services

Public Safety Committee

Economic Development Advisory Committee

Rural Tourism & Marketing Committee



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 interested in: Economic Development Advisory Committee

Name: Mary Rivera

Address: 48417 3rd Street. Oakridge OR 97463

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached: 503 338 1010

Employer/Occupation: Self-Employed

E-mail Address: KaiyaRoseCreative@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 started my first business in 2011 and my second business on the island of Grenada in the tourism industry in 2017. Community outreach and advocacy for marginalized communities. Executive board member for the Grenada Human Rights Organisation.

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): Mary Rivera

Participant Signature:

Date: 01/25/2023

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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

As a community advocate with a passion and dedication for economic freedom and sustainability, I am interested in serving in the following ways; to express innovative, creative ideas that contribute to growing a prosperous and flourishing economy, supporting and sustaining individual needs as well as the needs of the community and developing entrepreneurship opportunities for the residents of Oakridge.

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	<input type="checkbox"/>	Budget Committee	<input type="checkbox"/>	Audit Committee	<input type="checkbox"/>
Administration Advisory Committee	<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Public Parks & Community Services	<input type="checkbox"/>
Public Safety Committee	<input type="checkbox"/>	Economic Development Advisory Committee	<input checked="" type="checkbox"/>	Rural Tourism & Marketing Committee	<input type="checkbox"/>

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



MARY RIVERA

CREATIVE DIRECTOR

PROFESSIONAL EXPERIENCE

A creative with innovative ideas, strong involvement in small community activism, energetic and self starting. Works independently achieving business and community group goals. Experienced in non profit and business start up's.

WORK EXPERIENCE

Sacred Intonations

July 2022 - Present

- Executive board member organizing operations
- Project planning
- Program design and development
- Grant and fundraising team lead

Grenada Human Rights Organisation

November 2017 - September 2021

- Executive board member responsible for fundraising, marketing and community outreach
- Project planning
- Project coordinator

Virgin America

January 2012 - July 2017

- Creating "wow" inflight experiences
- Responsible for the safety, security and comfort of airline passengers
- Demonstration of emergency procedures


EDUCATION

Sacramento State University, 2001-2007

Health Science, Community Health Education

 541-427-4946

 kaiyarosecreative@gmail.com

 48417 3rd. Street. Oakridge,
OR 97463

SKILLS

- Project Planning
- Ideation, development and implementation process
- Project Coordinating and collaborations
- Interpersonal communication
- Effective team leadership
- Grant Coordination
- Business marketing planning

LANGUAGES

- English



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 interested in:

Name: *SU Stella*

Address: *48464 VINE ST. OAKRIDGE OR 97463*

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached:

Employer/Occupation: *SELF*

E-mail Address: *LOVESUSTELLA@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:

See attached

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): *Susan Stella-Meil:*

Participant Signature: 

Date: *1-25-23*

RECEIVED
1/24/23



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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

See attached

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission

Budget Committee

Wac Subcommittee

Administration Committee

Library Board

Parks & Community Services Committee

Public Safety Committee

Economic Development Advisory Committee

Rural Tourism & Marketing

RECEIVED

Hello Oakridge,

My name is Su Stella. I have lived in Oakridge for 6 years.

I have lived and worked in travel dependent towns and at tourist based jobs my whole adult life. I understand the concepts of tourist, shoulder and off seasons and I have ideas on how to improve our tourist seasons.

I wrote monthly travel articles for Louisiana Road Trips for over 12 years. When we arrived in Oakridge I worked for Cedar Creek Cafe and Cog Wild. The amount of money and the caliber of tourists that visit and pass through this town is staggering and mainly untapped.

In 2019, I started a free online travel magazine called Hippie Day Tripper. My first 2 issues cover parts of the Oakridge/Westfir area. I did not ask any business in town for a penny but I tried to include all the ones that I could. I wrote and photographed 98% of everything in the magazines and I did all the graphics and design work.

In April of 2020, we were getting ready to hit the coast to sell ad space and that was put to a halt. I have not touched it since then.

In the past I have worked for Moonbot Movies, Cirque du Soleil and as a high limit blackjack dealer. I take customer service and my work very seriously. I am in the process of finishing my book Sizzling Hot Pizza this week. [Www.SizzlingHotPizza.com](http://www.SizzlingHotPizza.com)

Please visit www.HippieDayTripper.com to read the magazines.

I must get back to finishing my book.

Thanks Su Stella

541-731-7053 – text is best



Day Trips



Fish Hatchery The Best in Oregon

- *Picnic *Hike *Bike
- *Restrooms *Unique Flora
- *Free Museum *Feed the Fish
- * Admire the Wood Carvings
- *Free Mini Golf *Interpretive Trail
- *Some Handicap Access

Greenwaters Park

Scenic Stop for the Whole Family

- * Picnic *Hike *Bike
- *Restrooms *Local History
- *Playground *Amphitheater
- *Large RV Parking
- * Some Handicap Access

Office Covered Bridge Westfir

A Favorite Gathering Place

- * Picnic *Hike *Bike
- *Restrooms *Water Fountain
- *Playground *Bike Wash
- * Some Handicap Access



Photo Taken at Diamond Drive (C) Su Stella 2020

Top Ten Things To Do

1. Visit Uptown Oakridge- Drink, Dine & Shop
2. Invest in Local Art or Go on a Mural Hunt
3. Disc Golf -at Osprey Park or the Old Mill
4. Bring Your Clubs to Circle Bar Golf in Westfir
5. Get Wet at the McCredie Hot Springs
6. Grab 'a Bite' then Go Bowling
7. Saturdays Enjoy the Pioneer Museum
8. Ride Your ATV at Huckleberry Flats OHV
9. Bring Your Skateboard to Horton Park
10. Toss a Ball around at Diamond View Park



For More Local Details Visit

www.HippieDayTripper.com

& Enjoy Free PNW Online Travel Magazines.



All photos and text
Copyright Su Stella
2021



Welcome to the Gateway of the
Willamette National Forest

Oakridge & Westfir Oregon

**You Will LOVE Our Local
Restaurants, Distillery, Brewery,
Dispensaries, Artists, Activities,
Talent, Scenery & Vibe.**



Greenwaters Park (C) Su Stella 2020

**BRING YOUR ~Hammock, RV, Tent,
Fishing Gear, Camera, Rafts, Boats,
ATV, Golf Clubs, Imagination, Paints,
Bowling Ball, Skis, Disc Golf Gear,
Hiking Boots, Canoes, Motorcycle &
Bikes {Mountain, Electric and Touring}.**



Diamond Drive

Forest Road 21

Oakridge

This stunning scenic road twists and turns along the Hills Creek Reservoir and into the forest. Bring your camping, fishing gear and boat. Keep your camera ready for the views.

Start Your Trip Meter at the Sign

- 14 Top of Dam
- 3.3 Larison Cove Trail & Canoe Launch
- 5.2 Packard Camp & Boat Launch
- 10.7 Bingham Boat Launch
- 11.7 Sand Prairie Camp
- 12.4 Middle Fork Trail
- 17.5 Turn for Warner Tower
- 20.2 Campers Flat & Young Rock Trail
- 22.5 Ponderosa Grove
- 24.9 Sacandaga Camp
- 29.1 Indigo Springs
- 32 Turn at the sign
- 39.5 Summit Lake
- 40.5 Timpanogas Lake

Highway 58

Your Road to Adventure

The 58 is your road to outdoor activities. This beautiful road winds by the Lookout Point Reservoir. Watch for animals. Take it easy and enjoy the unique scenery.

Mile Marker and Locations

- 12 Dexter Shores State Park
- 14 Lowell Covered Bridge
- 15 Lookout Point Reservoir
- 21 Hardesty Trail
- 24 Eula/ Lawler Trail
- 28 Black Canyon Campground
- 32 Middle Fork Rangers Station
- 32 Turn for the Town of Westfir
- 34 The Town of Oakridge
- 35 Turn for Uptown
- 36 Greenwaters Park
- 37 Fish Hatchery and Park
- 44 Blue Pool Camping
- 45 McCredie Hot Springs
- 57 Sait Creek Water Fall
- 59 Waldo Lake (Mosquitos!)
- 61 Gold Lake & Snow Park
- 62 Willamette Ski Resort
- 63 Pacific Crest Trail

Aufderheide

Forest Road 19

Westfir

Start your journey at the Office Covered Bridge in Westfir. Then continue your adventure on the curvy and lush West Cascades Scenic Byway.

Start Your Trip Meter at the Sign

- .08 Swimming Hole
- 6.4 Photo op of a lovely river
- 8.0 Interpretive Sign
- 8.6 North Fork of the Middle Fork
- 14 Huckleberry Flats OHV turn
- 27 Constitution Grove
- 32 Box Canyon & Horse Camp
- 36.6 Roaring River Camp
- 36.8 Frissel Crossing Camp
- 37 Olallie Trail
- 43.5 Red Diamond Camp
- 44.3 Rebel Trailhead
- 50. French Pete Camp
- 51.5 Cougar Crossing Camp
- 53.5 Twilinger Hot Springs
- 60 Cougar Dam
- 68 McKenzie Highway 126

*Catch a Bike Shuttle Up a Mountain *Get Permits & Passes *Stock Up on Bait *Rent Bikes & Recreation Gear * Play Disc Golf
*Take a Dip in the Hot Springs*Visit the Office Covered Bridge * Enjoy a Leisure Hike *Discover History in Uptown Oakridge

 HIGHWAY 58
Toward Bend



HIGHWAY 58



HIGHWAY 58 
Toward Eugene

Diamond Drive 



Oakridge & Uptown 



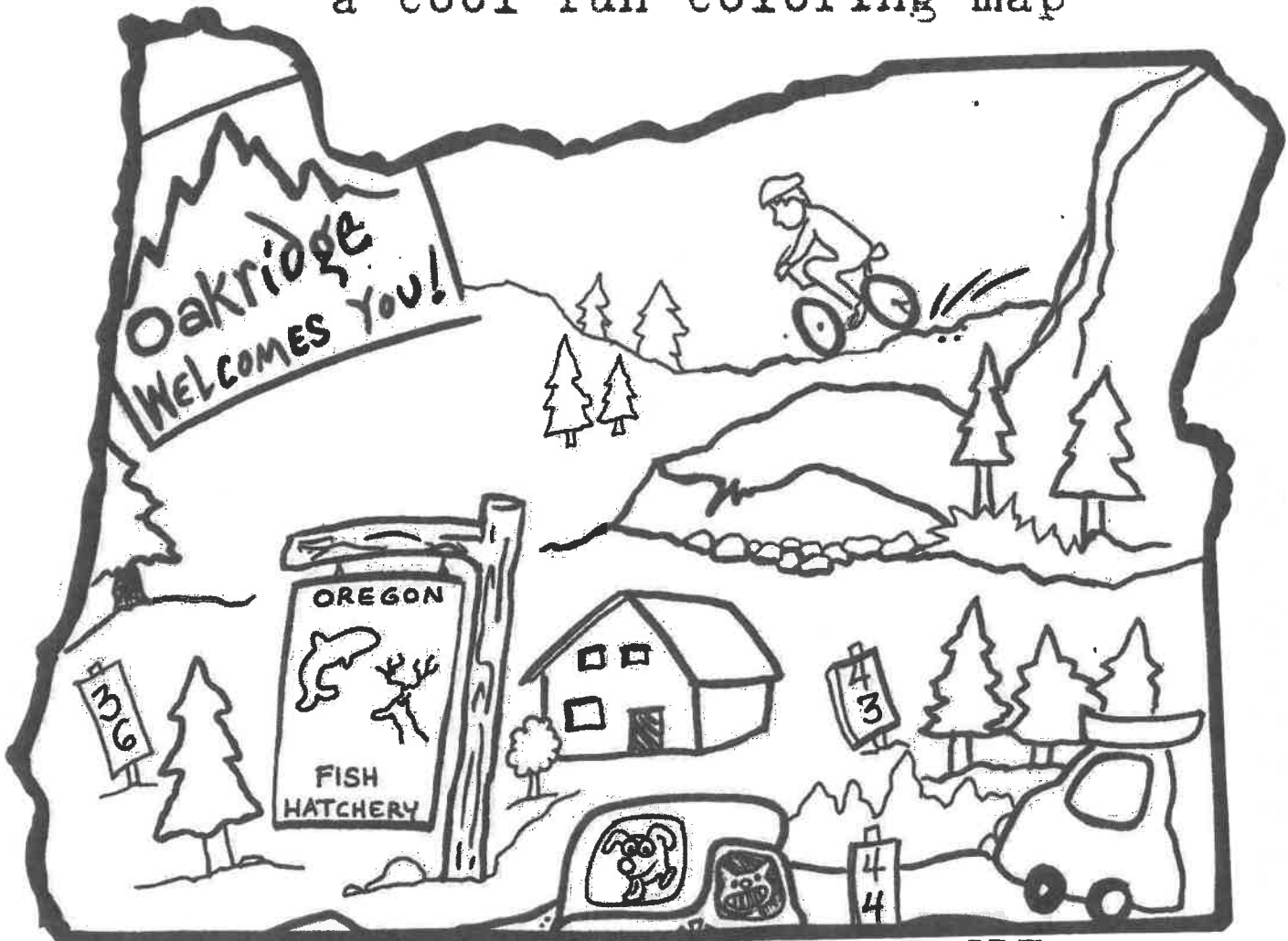
Westfir & Aufderheide 



Explore Oregon

Highway 58 from Oakridge to Willamette Pass

a cool fun coloring map



Map 2 58 to Will Pass

www.XPLOregon.US

The 58 is GREAT!

Come explore the town of Oakridge & visit the Fish Hatchery, or Greenwaters Park. Travel the 58 to the McCredie Hot Springs, Salt Creek Waterfall, Waldo Lake, or the Willamette Ski Resort. Stay at our beautiful campgrounds, cabins or parks.

Any season is the right one to enjoy the 58!

Created and Printed in Oregon.

Copyright Su Stella 2017

Info@SuStella.com 541-731-7053

The 58 is Great!

Welcome to Oakridge. The population sign boasts that 3320 folks live here. Even though the town has one stop light, there is a grocery store, movie rental, florist, massage therapists, several unassuming yet top notch restaurants, fast food joints, a huge thrift store, and so much more. There is an 'uptown' and a 'downtown' with a vast array of local businesses. Enjoy the mountain views as you drive through town.

Oakridge is the recreational capital of the state. It is paradise for mountain bikers, hikers, bird watchers, fisherfolks and nature enthusiasts. People come from all over the world to enjoy the great outdoors and meet the friendly locals. You can rent mountain bikes, canoes & outdoor gear or catch a ride to the top of a mountain and bike the trails down.

In town, a visit to the Willamette Fish Hatchery is free. Huge tanks raise various young salmon and sport fish, until they are big enough to be released. The petite museum has the range of taxidermy animals that can be spotted locally. The lovely grounds have live birds to photograph. There is a free mini golf course and chain saw carvings to enjoy.

Greenwaters Park is a wonderful place to have a picnic. You can ride on the swings, or a walk along the river for a bit of exercise. After that, go 'Uptown' and visit the Pioneer Museum that highlights the past. It is open on Saturdays, so mark your calendar.

There are many campgrounds just outside of town for primitive tent camping to RV spots, although a lot of it is seasonal. If camping is not your thing Oakridge has a lodge, hotels and bed & breakfasts, to relax and enjoy lazy afternoons and peaceful nights.

The drive out of town is strikingly beautiful with tall trees and lovely rivers. The craggy Kwis Kwis Butte juts above the trees. About 8 miles out of town there is McCredie Hot Springs. Bring your bathing suit and soak in the natural springs at the river.

Travel through 15 more miles of breathtaking scenery, and you will get to the Salt Creek Falls, the second highest waterfall in the state, there is a fee but let me tell you it is worth it.

The waters of Waldo Lake are so clear you can see one hundred feet down. Since this is one of the purest lakes on the planet you are not allowed to use a motor boat, so bring your canoes and kayaks.

Winter is a great time to visit this area. The Gold Lake Sno-Park has trails to enjoy. Bring your skis to the Willamette Ski Resort, it is 5500 feet above sea level so enjoy the view. If you are feeling bold, you can hike the Pacific Crest Trail from Mexico to Canada. Come have fun.

No matter what time of year you visit, there is plenty of great things to do!

COMMITTEES - As of 2/1/2023												
Resolution	20-2020	17-2020	18-2020	06 2022	N/A	state law	15-2020	07 2022	Ord. 751	16-2020	N/A	N/A
Seat #/ Terms	Admin.	Parks & Community Services	Public Safety	Audit	Charter Review (Sub-C)	Budget	Library Board	RTMP & TRT	Planning Commission	OEDAC	WAC (Sub-C)	Special Fire District
Staff:	CA, City Recorder	Comm. Serv. Dir. (CSD)	PD & FD Chiefs, CSD, HRFD, Westfir, School,	Finance Director (ex		CA, Dept Heads	Library Coordinator	Finance Dir & CA (non-voting)	CA, CSD	CA, CSD	CA	
Meeting Dates:	? Wed. at 6pm?	2nd Monday at 5:30pm	TBD	4th Monday at 5pm	TBD	Varies	5:15 Tues every other month	NO QUORUM, 4th Wednesday y 6pm	3rd Tuesday at 7pm	NO QUORUM	1st Monday at 5:30	TBD
Councilor	Kinyon	Tarman	Coker	Bjarnson & Kinyon	Kinyon	ALL	?	Kinyon	N/A	Mayor	Hooker	Hooker
Chair:	Kinyon	?	?	?	Matt McNatt	Mayor	Georgi Samuelson	?	Gobelman	?	?	?
Seat 1 2024, 2027	Trudy Hammond	Kevin Gobelman	David Ackland	Brenna Chrisman (Budget	Matthew McNatt	Lisa Samuelson	Julia Yoder	OPEN	OPEN	Kevin Gobelman	Sheri Kendall	Chrissy Hollett
2024, 2027	OPEN	Leo Robb	Karin Thompson	X	Altemus-Pope	Benjamin Sachdeva	Jessica Atkins	Douglas Leander*	Kevin Gobelman	Rustie Ackland	Bobbie Whitney	OPEN
2022, 2025,	OPEN	Lynda Kamerrer	Marietta Thompson*	X	Jan Christensen	OPEN	Robert Woodson or Jill Mardin*	Kelly Wynant*	Gail Partain*	OPEN	McCaully	OPEN
2022, 2025,	OPEN	Heather Buley*	OPEN	X	Sue Cathcart	OPEN	Jeannie Cabello-Penn	Su Stella*	Stan Barenboim	Kelly Wynant*	Jamie Lloyd	OPEN
2023, 2026,	Jeri Reed	Jason Nehme	Trudy Hammond	X	Chris Winchester	Christensen	Annie Brown	OPEN	John McClelland*	Mary Rive	Lauri O'Neill	OPEN
2023, 2026,	Amy Kelley	Barbara Council-Burney	OPEN	X	Jeri Reed	Brenna Chrisman	Terry DeLoach	OPEN	Jeff Reed	OPEN	Thompson	OPEN
Seat 7 2025					OPEN (up to 15)	Linda Dunham			Donald Grant	Michelle Emmons Chamber Rep	Linda Dunham	OPEN (up to 15)
Seat 8		*Applicant	*Applicant					*Applicant	*Applicant	*Applicant	*Applicant	Hammond
TERMS:	3 year terms	3 year terms	3 year terms	2 year terms	N/A	3 year terms	3 year terms	3 year terms	4 year terms	4 year terms	N/A	N/A
Seat 9									term ends 2024		Chrissy Hollett	
Seat 10												
Seat 11												
											(up to 15)	
NOTES:	1 council, 6 citizen council vote only in tie - Staff does not vote	1 council, 6 citizen (4 have to be 97463) council vote only in tie - Staff does not vote	1 council, 6 citizen (3 have to be 97463) council vote only in tie - Staff does not vote	Only 3 member (2 from Council and 1 from Budget Com.)	Up to 15 members selected by sub committee	7 council, up to 7 citizens	1 council, 6 citizen (4 have to be 97463) council vote only in tie - library Coord does not vote	3 councilors and 2 citizens	7 voting members appointed by council, only 2 outside limits, prepare policy on dev and growth of community, comp plan, capital improv program, annexation, see ord	1 council, 6 citizen, council vote only in tie - staff does not vote		
CHARGE:	advise/prepare resolutions, ordinances, and rules for ratification by council	advisory on: Streets, Water, Wastewater, Stormwater, Parks, Trails and Outdoor	advise on PS issues, policies and procedures	meet w/ auditors and staff - select auditor to recommend	present charter updates to the voters on a ballot	Budget review and recommend to council	advisory on rules and policies for library					

Business of the City Council

City of Oakridge, Oregon

February 2, 2023

Agenda Title: Library Board Appointment

Agenda Item No: 15.6

Proposed Council Action: A motion from the floor to approve.

Exhibit: Jill Mardin application
Robert Woodson application
Library Board letter
Resolution 15-2020

ISSUE: On 12/31/22, Robert Woodson’s position on the Library Board expired. He did not submit an application to “renew” by that date as requested, so his seat expired. On 1/16/23, I received Woodson’s application for the Board and he was expected to be present (in-person or via Zoom) at the 1/19/23 City Council Meeting, but he did not show-up.

On 11/3/22, Jill Mardin was approved by City Council for a seat on the Library Board. However, it was later discovered that the Library Board had been operating based on the *old* Resolution (#13-2015), which allowed for 7 public members on the Board. The *new* Resolution (#15-2020) only allows for 6 public members, not 7, so there was not actually an open seat to fill. Mardin remained on the Board as a non-voting member.

I have confirmed that both Mardin & Woodson wish to be on the Board and both are expected to attend the council meeting. Mardin is not available to attend until after 7pm, as she has a prior commitment to help set-up for the upcoming First Friday Art Walk.

On 1/27/23, I received a letter from the Library Board (attached as an exhibit), recommending that City Council choose Robert Woodson for the position on the Board.

FISCAL IMPACT: None

OPTIONS: Appoint Jill Mardin *or* Robert Woodson to the Library Board

RECOMMENDATION: N/A

RECOMMENDED MOTION: “I move to appoint _____ to the Library Board.”

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: *In an open and transparent manner, effectively deliver services that citizens need, want, and support.*

CITY OF OAKRIDGE

RES. 15-2020 A RESOLUTION REPEALING AND REPLACING RES. 13-2015 THE CITY OF OAKRIDGE LIBRARY BOARD

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Library Board resolution; and

WHEREAS, the purpose of the Library Board is to be an advisory body to the Council and to aid City staff by providing oversight and assisting in the preparation of policies and rules for the Library for ratification by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Library Board is hereby established. The board shall consist of seven (7) voting members: six (6) 97463 and 97492 citizens at large with at least four (4) of the citizens residing within Oakridge city limits and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): Library Coordinator. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

SECTION 2: TERM: The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

SECTION 3: QUORUM & RULES: A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

SECTION 4: RESPONSIBILITIES: The responsibilities of the Library Board shall be as follows:

1. Formulating recommended rules and policies for the governance of the library for council approval. Oversight of recruitment, training, and retention of volunteers.

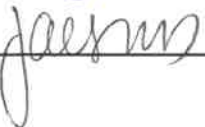
2. All requests for expenditures of Library funds requested by the board will be presented to the Library Coordinator for transmission to the proper authority. Expenditures will be made in accordance with the procedures that are in place at the time of the request. All requests that are not budgeted regardless of amount will be reviewed by the City Administrator prior to expenditure. Any request for expenditures beyond the City Administrators authority will be forwarded to the City Council for approval of fund expenditures.
3. Oversight of programs, fundraisers and other activities that will utilize the Library.
4. Other activities, within the scope of the committee, as assigned by City Council.
5. Keep records of minutes for each meeting per ORS. 192.650
6. Providing recommendations to the City Council of long term goals and objectives for the library. Pursuant to ORS 357.520, each public library shall make an annual report to the State Library and to the governing body on a form supplied to the State Library. Annual reports will be completed in the fourth-quarter of the calendar year.
7. Reports or recommendations of the Library Board shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

SECTION 5: CONDUCT: A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS 17th, DAY OF SEPT.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS 21,
DAY OF Sept 2020

Signed: , Mayor

ATTEST:
Signed: , City Recorder

Ayes: 5
Nays: 1



Georgi Samuelson, Library Coordinator
PO Box 1410, Oakridge, OR 97463

Voice: 541-782-2258 TDD: 541-782-4232 Fax: 541-782-1081

Email: oakridgelibrary@ci.oakridge.or.us

Website: ci.oakridge.or.us/library

Oakridge City Council
Re: Library Board

I have polled all the Library Board members. It was their unanimous decision that Robert Woodson be retained as a member of the Library Board to fill a complete 3 year term. Thank you.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a smaller flourish.

Georgeanne Samuelson
Library Coordinator



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 interested in:

Name: *Jill Mardin*

Address: *48479 E First - 97463 / PO Box 912 97463*

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached: *[Redacted]*

Employer/Occupation: *retired*

E-mail Address: *[Redacted]*

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:

*45 years in work force
10 years in community organizing*

*Social Work
HR Management
Teaching*

*Served on
several boards
in various
places*

In order to do a brief background check, please provide the following information:

Date of Birth: *[Redacted]*

Place of Birth: *New York*

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): *Jill Mardin*

Participant Signature: *Jill Mardin*

Date: *9-5-22*



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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

I Love Oakridge and its people.
I want to see it thrive.
Community services through the Library is vital.
I believe many things can be accomplished to better our community physically and by inclusion. Published Poet & Bookworm.

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

- Planning Commission [] Budget Committee [] Audit Committee []
Administration Committee [] Library Board [X] Parks & Community Services Committee []
Public Safety Committee [] Economic Development Advisory Committee [] Rural Tourism & Marketing []
WAC Subcommittee []



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 interested in: Library board

Name: Robert E Woodson

Address: 45700 Westfir Oakridge Road, Westfir, OR 97492

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached:

Employer/Occupation: Retired Engineer

E-mail Address: robertewoodson1943@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:

No

** Returning Board Member*

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): Robert E Woodson

Participant Signature:

Date: 1/14/2023



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/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

The Library is our number one asset

Returning Board Member

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	<input type="checkbox"/>	Budget Committee	<input type="checkbox"/>	Wac Subcommittee	<input type="checkbox"/>
Administration Committee	<input type="checkbox"/>	Library Board	<input checked="" type="checkbox"/>	Parks & Community Services Committee	<input type="checkbox"/>
Public Safety Committee	<input type="checkbox"/>	Economic Development Advisory Committee	<input type="checkbox"/>	Rural Tourism & Marketing	<input type="checkbox"/>

