



**AGENDA
CANBY CITY COUNCIL
WORK SESSION 6:30 PM
REGULAR MEETING - ***7:30 PM*****

Virtual Meeting/ Council Chambers

Meetings can be viewed on CTV Channel 5 and YouTube:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

Register in advance for this meeting if you'd like to view on Zoom:

https://zoom.us/webinar/register/WN_-Bt3tipQSyCqSZ-MeByOJw

After registering, you will receive a confirmation email containing information about joining the meeting.

**April 21, 2021
222 NE 2nd Avenue, 1st Floor**

Mayor Brian Hodson

Councilor Christopher Bangs
Council President Traci Hensley
Councilor Sarah Spoon

Councilor Jordan Tibbals
Councilor Greg Parker
Councilor Shawn Varwig

WORK SESSION 6:30 PM

- 1. CALL TO ORDER**
- 2. CITY ADMINISTRATOR SIX MONTH REVIEW PROCESS DISCUSSION.**
- 3. ADJOURN**

Regular Meeting – *7:30 PM- Please note change in start time.

- 1. CALL TO ORDER**
- 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. *****If you would like to speak virtually or in person, please email or call the City Recorder by 7:00 pm on April 21, 2021 with your name, the topic you'd like to speak on and contact information: bissetm@canbyoregon.gov or call 503-266-0733. Once your information is received, you will be sent instructions to speak. Please note that Council will be attending this meeting virtually.**
- 3. CONSENT AGENDA:** This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.
 - a. Approval of Minutes of the March 17, 2021 City Council Work Session and City Council Regular Meeting. Pg. 1
 - b. OLCC application for an Off Premises license for Denny's Restaurant located at 1369 SE 1st Avenue. Pg. 9
 - c. OLCC application for Distillery sales from Columbia Distributing, located at 2525 SE 1st Avenue. Pg. 13

4. ORDINANCES & RESOLUTION

- a. Consider **Ordinance No. 1546**: An Ordinance Authorizing The City Administrator To Execute Change Order Number 4 To The 2020 WWTP Primary Clarifier Improvements Contract With R. L. Reimers Company For Completion Of Site Restoration Tasks; And Declaring An Emergency. (*Second Reading*) Pg. 18
- b. Consider **Ordinance No. 1548**: An Ordinance authorizing the Canby City Administrator to enter into a contract with Greenplay, LLC to prepare a Parks and Recreation Master Plan and Parks System Development Charge Methodology update. (*Second Reading*) Pg.38
- c. Consider **Ordinance No. 1547**: An Ordinance authorizing the Mayor and City Administrator to execute a contract with Eagle- Elsner, Inc. in the amount of \$1,055,260.00 for Construction of the 2021 Street Maintenance. (*First Reading*) Pg. 94
- d. Consider **Ordinance No. 1549**: An Ordinance authorizing the Mayor and City Administrator to execute a contract with Kintechnology, Inc. to continue to provide Computer Technical Services for the City, not to exceed \$132,000.00; and repealing Ordinance 1529. (*First Reading*) Pg. 107
- e. Consider **Ordinance No. 1550**: An Ordinance authorizing the City of Canby to enter into a contract with Grove, Mueller & Swank, P.C. for Audit Services. (*First Reading*) Pg. 121
- f. Consider **Resolution No. 1346**: A Resolution Authorizing an Addendum to the Existing City Attorney Employment Contract. Pg. 190

5. FOLLOW UP DISCUSSION REGARDING STREET CIP AND IVY STREET UNDERGROUNDING. Pg.195

6. MAYOR'S BUSINESS

7. COUNCILOR COMMENTS & LIAISON REPORTS

8. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

9. CITIZEN INPUT

10. ACTION REVIEW

11. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Melissa Bisset at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are typically broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

****We are requesting that rather than attending in person you view the meeting on CTV Channel 5 or on YouTube: <https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>**
If you do not have access virtually, there are a small number of chairs provided inside to allow for distancing.

**CANBY CITY COUNCIL
WORK SESSION MINUTES
March 17, 2021**

PRESIDING: Mayor Brian Hodson

COUNCIL PRESENT: Christopher Bangs, Traci Hensley, Sarah Spoon, Greg Parker, Christopher Bangs, Jordan Tibbals, and Shawn Varwig.

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney; Don Hardy, Planning Director; Ryan Potter, Senior Planner; Melissa Bisset, City Recorder/ HR Manager

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:08 p.m.

**PRESENTATION REGARDING HB 2001 AND HB 2003 & GENERAL DISCUSSION
UNCONSTRAINED VACANT RESIDENTIAL INDUSTRIAL LAND & FUTURE
COMPREHENSIVE PLAN UPDATE:**

Don Hardy, Planning Director, gave the presentation. HB 2001 would become effective July 1, 2021 and would apply to areas in the City that were zoned R-1, single family residential. This would allow a duplex to be built on any R-1 lot. He was uncertain about how frequently this would be used as lot sizes would need to be large enough to meet zoning and fire code standards. Duplexes were currently uncommon in the market. The Planning Department would monitor how many requests were received each year and report back to Council. The zoning code would be updated to reflect the model ordinance that would become effective in July.

Joe Lindsay, City Attorney, asked if it would be allowed to do a duplex and ADU on the same lot. Mr. Hardy said only two homes were allowed on a lot, not three. People could either have a single family dwelling and an ADU or a duplex.

Mr. Hardy said HB 2003 required all cities over 10,000 to regularly update their housing needs analysis and to identify strategies for housing affordability. Adoption of the Housing Needs Assessment was required by December 2022. They would use the draft Housing Needs Assessment (HNA) Council reviewed in 2019 as the base for updates. Since it had been a year and a half since the last HNA, updates to the vacant residential land and other sections were needed. The strategies for housing affordability could include zoning code/development changes, reduction in fees, and other measures. Specific implementation measures would be required in the Housing Production Strategy due by December 2023, but could be combined with the HNA. Staff would be coming back to Council in summer/fall of 2021 to address the housing policy considerations. Regarding vacant residential and employment lands, there were roughly 124 acres of unconstrained vacant residential land. There were 155 acres of low density residential in the Urban Growth Boundary (UGB) and 193 acres of medium and high density residential in the UGB. There were 151 acres of industrial within the City and 15 acres of industrial in the UGB. The existing residential subdivisions currently being platted was 88 acres plus about 53 acres in anticipated annexation areas, which was a total of 141 acres. The 88 acres of current residential pipeline had occurred over the last year, but it did not include the anticipated to be annexed lands. At this rate, a roughly five and a half year supply of residential land was available for development. At the rate of industrial land consumption, it was estimated that they had 50 acres per year with an estimated supply of industrial land at roughly three and a half years. Staff would

be updating the Housing Needs Assessment and Economic Opportunities Assessment in FY 2021 which would provide further refinement of vacant residential and industrial lands. Staff would also be developing costs to complete Comprehensive Plan and Transportation System Plan updates which would occur in FY 2022 to 2024.

Councilor Bangs asked if the City's growth rate was similar to other same size cities. He asked what types of things the City could control. Mr. Hardy thought it was comparable to other cities. The City could control the type and quality of developments.

Mayor Hodson asked if with the new regulations, someone could go into Tofte Farms, tear down a home, and build a duplex. Mr. Hardy said yes, that would be allowed unless there were covenants, conditions, and restrictions in new subdivisions which might prohibit them.

Mayor Hodson thought the possible density that could occur would be an issue. They needed to be careful and constructive with how they went about it.

Councilor Spoon asked if the infrastructure could not support the extra density, could they deny the development. Mr. Hardy said the code stated if the infrastructure could not support it, it would not be allowed. There were opportunities in the Comprehensive Plan update process to look at that issue and where these could be located.

Councilor Parker thought there needed to be a separate conversation about the employment lands. The growth rate in Canby was dropping in terms of population. They were putting in about 200 homes per year which was at capacity and he did not think there was unbridled growth going on. He wanted to make sure there were enough staff and resources to do the Comprehensive Plan and Transportation System Plan updates. He agreed they should take the Country Club out of the housing inventory as well as the Clackamas County Fairgrounds.

Mayor Hodson agreed. He thought if those large parcels were included, it would affect the City's ability to expand the UGB in the future.

Councilor Bangs asked if the School District owned lands were included in the buildable lands. Mayor Hodson said no, they were not.

Mayor Hodson asked how urban and rural reserves played into this process. Mr. Hardy said the reserve on the north side of the City was pretty much a non-touch area due to Metro. If there was an expansion, it would be to the south or east.

Councilor Parker said if development continued along 99E, they needed to extend the beautification plan to those new areas.

Mr. Hardy would be bringing back the Housing Needs and Economic Opportunities Assessments. In 2022, there would be a big ask for the budget to do the Comprehensive Plan and Transportation System Plan updates. Revisions to the development code would need to be done as well.

The meeting was adjourned at 7:04 p.m.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
March 17, 2021**

PRESIDING: Mayor Brian Hodson

COUNCIL PRESENT: Christopher Bangs, Traci Hensley, Sarah Spoon, Greg Parker, Christopher Bangs, Jordan Tibbals, and Shawn Varwig.

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney; Don Hardy, Planning Director; Ryan Potter, Senior Planner; Melissa Bisset, City Recorder/ HR Manager

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:31 p.m.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: Paul Ylvisaker, Canby resident, asked about exemptions in the variance and if that language negated the definition of plainly audible. He planned to file a grievance against the use of the fireworks, but he was told because of the variance given there was no recourse because of the definitions in the public peace and morals synopsis.

Joseph Lindsay, City Attorney, said there were exemptions to the ordinance. This would be an interpretation by the judge. The exemptions existed so those activities could go on without fear of being punished unless they were doing something so extreme it became a different level of hazard.

Mr. Ylvisaker read the definition of plainly audible which he thought was included so that grievances could be filed. He was told by Code Enforcement that was not possible.

Mr. Lindsay said the fireworks were a specific exemption and because they were specifically listed, what Mr. Ylvisaker was referring to did not apply.

Mr. Ylvisaker thought because of Covid the first football game was supposed to be pared down and only necessary personnel would be there. He asked why the explosive team was necessary personnel.

Mayor Hodson said the limited personnel were those in the stadium and around the field. They shot the fireworks outside of the stadium.

Mr. Ylvisaker thought the fireworks were abusive to pets. He read from literature from the Oregon Humane Society about the effects of fireworks on animals. He would like to have reasons why this behavior was not abusive in writing.

Irene Breeshers, Canby resident, discussed the treatment of Vietnam War veterans and the need to honor them for their service. She announced the National Vietnam War Veterans Day would be on March 29.

There was a letter from Kathleen Mulligan and Gayle Elizabeth regarding censorship of library resources. They did not think the subscription to Book Page should be canceled as it was an overreaction to an advertisement. They thought it violated the American Library Association Bill of Rights.

Jason Padden, Canby resident, discussed the Street Maintenance Fee which had not been increased since it was first implemented to accommodate for inflation and increased cost of materials and labor. He explained the extra amount of funds that would have been received if the fee had been increased and how many more projects could have been done. He urged the Council in the next budget cycle to tie the fee to the fee schedule moving forward otherwise it would be irrelevant in the next 10-15 years.

PUBLIC HEARING: Vacation of N Maple Street Right-of-Way –

Mayor Hodson read the public hearing statement.

Conflict of Interest:

Councilor Parker – No conflict, plan to participate.
Councilor Varwig – No conflict, plan to participate.
Councilor Hensley – No conflict, plan to participate.
Councilor Bangs – No conflict, plan to participate.
Councilor Tibbals – No conflict, plan to participate.
Councilor Spoon – No conflict, plan to participate.
Mayor Hodson – No conflict, plan to participate.

Ex Parte Contact:

Councilor Parker – No contact.
Councilor Varwig – No contact.
Councilor Hensley – No contact.
Councilor Bangs – No contact.
Councilor Tibbals – No contact.
Councilor Spoon – No contact.
Mayor Hodson – No contact.

STAFF REPORT: Ryan Potter, Senior Planner, explained a right-of-way vacation was transferred public land to a private owner when it was no longer needed for public use. The northern terminus of N Maple Street was dedicated to the City in 1975. The subdivision plat from 1975 identified the area as a “temporary cul-de-sac to be vacated in the event of future street extension.” The vacation was related to the Seven Acres subdivision which was approved by the Planning Commission in 2017. It was appealed, but the original decision was upheld. The project extended N Maple Street beyond the cul-de-sac and portions of the right-of-way were no longer needed. Vacation of these two areas was a condition of the subdivision approval. The

vacation consisted of two small areas that were 1,428 and 1,742 square feet. The vacated land would attach to the adjacent parcels in the new subdivision. He reviewed the findings which stated the proposed vacation areas were no longer required to serve the public interest, the vacation was consistent with previous land use decisions, the vacation was consistent with Oregon law, and notice had been duly given. No public comments had been received by Planning staff. Staff recommended approval.

Mayor Hodson opened the public hearing.

APPLICANT: Michael Robinson, representing the applicant, agreed with the staff report. He pointed out that the 1975 plat that created the cul-de-sac anticipated the vacation of the unneeded areas when N Maple Street was extended. The applicant was requesting vacation of the small areas on either side as the street was going to be extended. He thought it met state law and he was asking for approval.

PROPONENTS: None

OPPONENTS: None

REBUTTAL: None

Mayor Hodson closed the public hearing.

****Councilor Varwig moved to approve Ordinance 1545, AN ORDINANCE VACATING TWO SMALL PORTIONS OF NORTH MAPLE STREET PUBLIC RIGHT-OF-WAY THAT WERE FORMALLY PART OF A CUL-DE-SAC AT THE STREET'S NORTHERN TERMINUS to come up for second reading on April 7, 2021. Motion was seconded by Councilor Hensley and passed 6-0 on first reading.**

MAYOR'S BUSINESS: Mayor Hodson reported on the Parks and Recreation Advisory Board meeting where ice storm damage and cleanup, park sign design, Maple Street Park courts and netting, RFP process for the Park Master Plan, scheduling a SDC 101 workshop, and including others in the Park Master Plan process was discussed. He also participated in a call with ODOT regarding tolling.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Bangs asked if they had an arborist report for the trees at Wait Park. Mayor Hodson said yes, and trees were marked that would be removed.

Scott Archer, City Administrator, said the safety concerns that were identified had been addressed and they would need to do a longer term study for the remaining trees.

Councilor Bangs reported on the School Board meeting where loss of revenue based on declining enrollment was discussed. He explained how the Oregon Department of Education had revised the guidelines for kids coming back to school. Tomorrow was the deadline for filing for the School Board election. He reported on the Library Board meeting and how they wanted to bring

back the publication that was canceled by the City Administrator stating it was censorship. They also recommended making the non-voting student member of the Board a voting member. He thought the same should be done for the student member on the Heritage and Landmark Commission. He thought some things were said at the last Council meeting that were not fully honest and he discussed those comments.

Councilor Hensley reported on the Traffic Safety Commission meeting where complaints for speeding on 10th and Birch and parking issues on the south side of town between 2nd and 3rd on Grant were discussed.

Councilor Varwig reported on the Planning Commission meeting where the design for the northside fire station and a new subdivision between Pine and Maple south of Territorial was approved. CTV-5 was broadcasting soccer and football games.

Councilor Spoon discussed the new appointments to the Transit Advisory Committee. Community bike rides had started again.

Councilor Parker reported there was a work group who was working on the Traverso property Molalla Forest Road extension and he suggested a Council Work Session for the Council to get an update on the project. The Bicycle and Pedestrian Committee had reached out to neighboring property owners about the project. He agreed that they should speak with humility and truth at Council meetings.

Councilor Tibbals reported on the Canby Utility Board meeting where they discussed the ice storm damage and recovery. He thanked Canby Utility for their hard work in bringing back power to Canby homes.

CONSENT AGENDA: **Council President Hensley moved to approve the minutes of the March 3, 2021 City Council Regular Meeting and appointments of Nancy Muller and Richard Stanton to the Transit Advisory Committee with terms to expire on March 31, 2024. Motion was seconded by Councilor Varwig and passed 6-0.

DISCUSSION ON REOPENING CITY FACILITIES TO THE PUBLIC: Mr. Archer said they were planning for a limited reopening of City facilities on April 5. They would still have to adhere to Covid safety protocols. There would be a phased approach to the reopening. He asked about having in-person or hybrid Council meetings. Additional equipment would likely need to be purchased and a hybrid meeting would take more staff support. The boards and committees were anxious to get back to in-person meetings, but he did not think they would have the staffing or technology available to start those yet. He recommended continuing with virtual meetings for the boards and committees for now. He said by May 1 everyone would be eligible for vaccination.

Councilor Bangs would like to know how much the extra technology and personnel would cost.

Councilor Spoon was open to the hybrid option.

Councilor Parker would like to know what the changes would be to meet the safety protocols. He thought they should keep the Zoom option open beyond the pandemic.

Councilor Varwig was in support of a hybrid option.

Staff would bring back the requested information.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Mr. Archer said they were working with Canby Fire District on a practice burn on Saturday at First and Walnut. The Police Chief would be retiring on April 1 and the new Police Chief would be sworn in on April 7. Staff was tracking the costs of the ice storm cleanup efforts and working with Clackamas County to receive reimbursement through federal emergency funds. He discussed Covid relief funds that were recently approved. It was estimated that Canby would receive \$3.6 million. They were still looking into how the funds could be spent.

There was discussion regarding the funding going through the state and how much the City would actually receive as well as funding going to the School District and telecommunication companies.

CITIZEN INPUT: None

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Passed Ordinance No. 1545 to a second reading on April 7, 2021.

There was no Executive Session.

The meeting was adjourned at 9:50 p.m.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

Memo

To: Mayor Brian Hodson & Members of City Council
From: Jorge Tro, Chief of Police
CC: Melissa Bisset, General Administration
Date: April 21, 2021
Re: Liquor License Application / Off-Premises, 1369 SE 1st Avenue, Canby, Oregon

I have reviewed the attached liquor license application completed by Paul Fox, for the business, Denny's, located at 1369 SE 1st Avenue, Canby, Oregon, 97013.

On April 7, 2021, I spoke with the owner and president of the business, Paul Fox, and we discussed the expectations and responsibilities involving the sale of alcoholic beverages.

Mr. Fox has owned Denny's in Canby for 20 years and is experienced in selling alcoholic beverages. He is aware that any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages and the consequences for failure to comply with the rules as set forth by Oregon State Law.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

pd 4/5/21 \$1500

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	Name of City or County:
<input type="checkbox"/> Brewery 3rd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 1st Location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 2nd Location	By: _____
<input type="checkbox"/> Brewery-Public House 3rd Location	Date: _____
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

OLCC USE ONLY
Date application received: 3/20/21
By: Accepted: 3/20/21
License Action(s): A/Priv

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

CANBY-DENN INC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

DENNYS Restaurant

4. Business Address (Number and Street Address of the Location that will have the liquor license)

1369 SE 1st Ave

City	County	Zip Code
CANBY	CLACKAMUS	97013

OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: CANBY - DENN INC. Phone: 503-263-3182

Trade Name (dba): Denny's RESTAURANT

Business Location Address: 1369 SE 1st Ave

City: CANBY ZIP Code: 97013

DAYS AND HOURS OF OPERATION

Business Hours: 24 Hours

Sunday	to
Monday	to
Tuesday	to
Wednesday	to
Thursday	to
Friday	to
Saturday	to

Food Service Hours: 24 Hours Outdoor Area Hours:

Sunday	to
Monday	to
Tuesday	to
Wednesday	to
Thursday	to
Friday	to
Saturday	to

Sunday	8am to 12am
Monday	8am to 12am
Tuesday	8am to 12am
Wednesday	8am to 12am
Thursday	8am to 12am
Friday	8am to 12am
Saturday	8am to 12am

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

Check all that apply:

- | | |
|--|--|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input checked="" type="checkbox"/> Recorded Music | <input checked="" type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input checked="" type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input checked="" type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> Other: _____ |

Sunday	to
Monday	to
Tuesday	to
Wednesday	to
Thursday	to
Friday	to
Saturday	to

SEATING ROOMS

Restaurant: 83
Lounge: 50
Banquet: 0

Outdoor: 32
Other (explain): 0
Total Seating: 180

Inspected by:	<u>✓</u>
Inspected on:	<u>3/19/21</u>
For OLC use only:	

I understand if my answers are not true and complete, the OLC may deny my license application.

3/20/21



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Denney's Restaurant			
6. Does the business address currently have an OLCC liquor license?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
7. Does the business address currently have an OLCC marijuana license?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 1369 - 1st AVE SE			
City CANBY	State OR.	Zip Code 97013	
9. Phone Number of the Business Location 503 263-3182		10. Email Contact for this Application [REDACTED]	
11. Contact Person for this Application PAUL FOX		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different) [REDACTED]	City CANBY.	State OR	Zip Code 97013

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

[REDACTED]

(Applicant#1)

(Applicant#2)

(Applicant#3)

(Applicant#4)

Memo

To: Mayor Brian Hodson & Members of City Council
From: Jorge Tro, Chief of Police
CC: Melissa Bisset, General Administration
Date: April 21, 2021
Re: Liquor License Application / Distillery, Columbia Distributing,
2525 SE 1st Avenue, Canby, Oregon

I have reviewed the attached liquor license application for Distillery sales from Columbia Distributing, located at 2525 SE 1st Avenue, Canby, Oregon, 97013.

On April 15, 2021, I spoke with Kristi Swartz, Executive Assistant to VP of Legal and Compliance. She explained that they are now distributing some beverages that OLCC define as distilled spirits which require a separate license from OLCC. Columbia Distributing is well aware of OLCC laws and regulations as it pertains to distributing distilled liquor in Oregon and the consequences for failure to comply with the rules as set forth by Oregon State Law.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM
RESET FORM

pd
4/12/21
\$75.00
JCC
6

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Name of City or County:
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input checked="" type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY** (example: corporation or LLC) or **INDIVIDUAL(S)**¹ applying for the license(s):

CoHo Distributing LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
Columbia Distributing		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
2525 SE First Avenue		
City	County	Zip Code
Canby	Clackamas	97013

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Columbia Distributing			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065(1)</u>) 27200 SW Parkway Ave			
City Wilsonville		State OR	Zip Code 97070
9. Phone Number of the Business Location 503-289-9600		10. Email Contact for this Application and for the Business lindsay.reynolds@coldist.com	
11. Contact Person for this Application Lindsay Reynolds		Phone Number 503-289-9600	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. *Applicants are still responsible for all information on this form.*

<u>Pam Meade</u> App. #1: (PRINT NAME)	<u>[Redacted Signature]</u> App #1: (SIGNATURE)	<u>3/12/21</u> App #1: Signature Date	 Atty. Bar Information (if applicable)
 App. #2: (PRINT NAME)	 App #2: (SIGNATURE)	 App #2: Signature Date	 Atty. Bar Information (if applicable)
 App. #3: (PRINT NAME)	 App #3: (SIGNATURE)	 App #3: Signature Date	 Atty. Bar Information (if applicable)
 App. #4: (PRINT NAME)	 App #4: (SIGNATURE)	 App #4: Signature Date	 Atty. Bar Information (if applicable)

OLCC Liquor License Application (Rev. 9.28.20)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: CoHo Distributing LLC

Phone: 503-289-9600

Trade Name (dba): Columbia Distributing

Business Location Address: 2525 SE First Ave

City: Canby

ZIP Code: 97013

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday _____ to _____
Monday 8:00am to 5:00pm
Tuesday 8:00am to 5:00pm
Wednesday 8:00am to 5:00pm
Thursday 8:00am to 5:00pm
Friday 8:00am to 5:00pm
Saturday _____ to _____

Outdoor Area Hours:

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____

Outdoor: _____

Lounge: _____

Other (explain): _____

Banquet: _____

Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____

Date: 3/12/21

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



March 30, 2021

City of Canby
PO Box 930
222 NE 2nd Ave
Canby, OR 97013



To Whom it May Concern:

Please find enclosed for your approval the Distillery sales license application documents for CoHo Distributing LLC, dba Columbia Distributing. We will forward a check for all applicable fees once we have from you the confirmation of the total amount due. If any questions should arise, please do not hesitate to contact either myself via phone or email (503-265-3065 or Kristi.swartz@coldist.com) or Lindsay Reynolds (Lindsay.reynold@coldist.com).

Thank you,

A handwritten signature in black ink that reads "Kristi Swartz".

Kristi Swartz
Executive Assistant to VP of Legal and Compliance



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Curt McLeod, PE

ITEM: **Ordinance No. 1546:** An Ordinance Authorizing The City Administrator To Execute Change Order Number 4 To The 2020 WWTP Primary Clarifier Improvements Contract With R. L. Reimers Company For Completion Of Site Restoration Tasks; And Declaring An Emergency (*Second Reading*).

Summary

This staff report is to request Council approval of Ordinance 1546 approving Change Order Number 4 to the Canby WWTP Primary Clarifier construction contract with R. L. Reimers Company. This change order is to incorporate repairs to all travel surfaces at the plant, and for minor landscape and small piping repairs which were budgeted as the final 5-year CIP projects for the plant. Change Order 4 totals \$302,671.33, which is an increase of 24% of the original \$1,274,775 construction contract.

Background

The City is approaching completion of all work identified in the 5-year capital Improvement Plan for the Wastewater Treatment facilities. The remaining two tasks in the CIP were to construct a new primary clarifier, which is currently under contract and scheduled for completion this fiscal year, and to restore the treatment plant site by replacing damaged traveled surfaces, landscaping and minor piping systems. The restoration work, which was budgeted at \$400,000, is to repair the damages to the site that have occurred over the past 20 years from multiple construction contracts and from normal wear and tear of the facility.

The site restoration work was budgeted for FY 20-21 and with approval of this ordinance will be complete by the end of the fiscal year. Several of the tasks included in the restoration work have already been completed. The paving and small diameter piping repairs are the only remaining restoration tasks. All restoration work was planned to be completed by force account or change order with the clarifier contractor.

Discussion

The site restoration work tasks were anticipated to be completed by informal quotes and change orders into the primary clarifier project. The City has previously completed two of the four restoration projects including one piping modification task and site fencing repairs. The remaining site paving task is the most substantial and as a result, R. L. Reimers Company was required to solicit three bids from paving subcontractors to demonstrate to the City the change order cost is cost effective. The low subcontractor bid was from a local firm, S2 Contractors, who have done many successful projects for the City.

Using the change order process to complete this work takes advantage of the contractor staff, equipment, and field offices already being on-site, and is an extension of the same type of work under contract, excepting for the asphalt placement. This complies with the requirements of OAR 137-049-0910 and the general conditions in the clarifier contract with R. L. Reimers Co.

If the City were to require a formal bid for the restoration work, it would require plans and specifications to advertise for bids. After selecting a general contractor, they would need to complete the site preparation (excavation of new areas to pave, installation of pipe sleeves and small diameter piping, and removal of all existing damages asphalt surfaces) as well as soliciting subcontractor bids for the asphalt placement. The formal bid process would be more costly and require the work to extend into FY 21-22.

It is requested to include declaring an emergency to allow the ordinance to be in effect immediately upon second reading to coordinate with the existing contractor's work on-site.

Attachments

Correspondence from Curran-McLeod, Inc. to Dave Conner dated March 9, 2021 and Change Order Number 4 with attachments of the change order details.

Fiscal Impact

This work is within the adopted budget for the site restoration work. As we approach completion of both the primary clarifier and the site restoration work, the City has approximately \$45,000 contingency remaining in the 2020 Primary Clarifier Project budget, and after approval of this change order, will have approximately \$15,000 remaining contingency in the Site Restoration Project budget.

Options

1. Approve Ordinance 1546 authorizing the City Administrator to execute Change Order Number 4 with R. L. Reimers Company in the amount of \$302,671.33.
2. Separate the site preparation paving work into a separate formal contract and budget for FY 21-22.

Recommendation

Staff recommends the Council approve Ordinance 1546.

Proposed Motion

“I move to adopt Ordinance 1546, An Ordinance Authorizing The City Administrator To Execute Change Order Number 4 To The 2020 WWTP Primary Clarifier Improvements Contract With R. L. Reimers Company For Completion Of Site Restoration Tasks; And Declaring An Emergency.

March 9, 2021

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. Dave Conner
City of Canby
222 NE 2nd Ave
Canby, OR 97013

**RE: CITY OF CANBY
WWTP SITE RESTORATION PROJECT
CHANGE ORDER No. 4 TO PRIMARY CLARIFIER PROJECT**

Dear Dave:

We have received the pricing from R. L. Reimers Company to complete the remaining tasks on the Wastewater Treatment Plant Site Restoration project. This project is the final listing in the five-year Capital Improvement Plan for the wastewater treatment facility. Pricing for this remaining work covers the small diameter piping repairs and restoration of all pavement surfaces on the site.

This work was presented earlier to the City to be completed under an amendment to the Primary Clarifier construction contract. Attached is Change Order Number 4 for the City's review and approval. The total cost of this additional work is \$302,671.33, which is approximately 24% of the original \$1,274,775 construction contract.

The surface preparation work to prepare for paving the site is an expansion of similar work included in the original Primary Clarifier contract. The asphalt paving was excluded from the original bid in anticipation of completing all site paving under one task. The asphalt placement work scope is the largest subcontractor component at \$128,875. Multiple subcontractor bids were solicited for this component of the work to ensure a competitive price.

By using a change order process it will incorporate all of the contractual provisions contained in the clarifier contract and allows the work to be completed more cost effectively. A change order is permitted for this work under OAR 137-049-0910 and Article 10 of the General Conditions of the Primary Clarifier construct contract. To comply with the City's Rules for Public Purchasing we solicited three bids for the asphalt placement.

The contractor divided the small diameter piping into two components, to separate the non-potable water lines from the secondary clarifier scum line, as detailed below.

Mr. Dave Conner
March 9, 2021
Page 2

The site asphalt paving expanded the original surface restoration scope in the Primary Clarifier contract, and as a result we required R. L. Reimers Company to secure subcontractor bids for the site paving work. They worked with S2 Contractors Inc. (asphalt placement bid \$128,875), Eastside Paving, Inc. (asphalt placement bid 152,765), and Knife River (asphalt placement bid \$160,196), with the lowest bid from S2 Contractors. S2 has completed many jobs for the City and will provide good quality work.

Change Order Number 4 includes the following pricing from R. L. Reimers Co as well as a request for a 52 day contract extension:

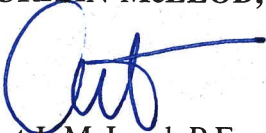
Non-Potable Water Lines (RLR Letter 4)	\$ 8,363.18
Site Paving (RLR Letter 5)	286,575.00
Secondary Scum Line (RLR Letter 6)	<u>7,733.15</u>
TOTAL CO 4	\$302,671.33

The attached change order will allow completion of all the work scope proposed for the Site Restoration project with a \$15,000 project contingency remaining in the funds budgeted for FY 20-21. We have attached the change order for the City's review and approval to amend the Primary Clarifier contract with R. L. Reimers Company. Note because it is amending the Primary Clarifier contract, the Change order is number 4.

Please review and coordinate with Julie and Melissa to have the City approve Change Order Number 4. If you have questions or need anything additional, please let me know.

Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, P.E.

Enclosure: WWTP Site Improvements Change Order (Clarifier Change Order No. 4)

CHANGE ORDER

Dated March 8, 2021

OWNER'S Project No --- ENGINEER'S Project No 1749

Project Canby 2020 WWTP Primary Clarifier Improvements

CONTRACTOR **R. L. Reimers Co.**

Contract For: Primary clarifier No. 2 Contract Date: May 6, 2020

To: **R. L. REIMERS COMPANY**
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

CITY OF CANBY
OWNER

By

Dated

Nature of Changes:

Modify Non-Potable Water Supply Piping	\$ 8,363.18
Complete Site Restoration Paving	286,575.00
Install Secondary Scum Discharge Line	7,733.15
TOTAL COST	\$302,671.33

See attached R. L. Reimers Co. Notification Letters No. 4, 5 and 6, and included by reference are the non-potable waterline design , the pavement restoration plan (2/2/21 email) and the secondary scum piping design (1/19/21 email).

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior To This Change Order:	\$1,337,917.63
Net (decrease) (increase) Resulting From This Change:	\$302,671.33
Current Contract Price Including This Change Order	\$1,640,588.96
Contract Time Prior to This Change Order	362
	(Days or Date)
Net (Increase) (Decrease) Resulting from This Change Order	52
	(Days)
Current Contract Time Including This Change Order	414
	(Days or Date)

The Above Changes Are
Approved:

CURRAN-McLEOD, INC

Signed: _____



Dated: _____

3.9.21

The Above Changes Are Accepted:

R. L. Reimers Co.

Signed: _____

Dated: _____



R.L. REIMERS COMPANY

GENERAL CONTRACTORS

To	Curt McLeod		NOTIFICATION LETTER NO:		4	
Company	Curran-McLeod, Inc		Date	2/18/2021		
Address:	6655 SW Hampton St, Sute 210		Job No:			
	Portland, OR 97223		Job Name:	City of Canby - 2020 WWTP Primary		
Phone:	(503) 684-3478			Clarifier Improvements		
Email:	cjm@curran-mcleod.com		Regarding:	Non-Potable Water Lines		

Notification of:		Request for Additional Time	X	Cost Proposal
Description				
The cost associated with the extra work on the non-potable water system per the drawings emailed 1/21/2021 is as follows.				
Date of Installation:		TBD		

Labor Cost:	Rate	Hours	Workers	Total	Markup	Total
Laborer	\$62.83	20	1	\$ 1,256.60	15%	\$ 1,445.09
Millwright/Ironworker	\$87.56			\$ -	15%	\$ -
Pipefitter	\$104.56			\$ -	15%	\$ -
Operator	\$74.41	16	1	\$ 1,190.56	15%	\$ 1,369.14
Carpenter	\$77.21			\$ -	15%	\$ -
Foreman	\$75.00	8	1	\$ 600.00	15%	\$ 690.00
Labor Total:						\$3,504.23

Materials:	Quantity	Cost	Markup	Total
Pipe and Fittings	1	\$ 850.00	15%	\$977.50
Hose Bibs	3	\$ 145.00	15%	\$500.25
Curb Stops and Valve Cans	4	\$ 375.50	15%	\$1,727.30
Materials Total:				\$3,205.05

Equipment:	Rate	Hours	Total	Markup	Total
Tool Truck	\$ 20.00	24	\$ 480.00	15%	\$ 552.00
Excavator	\$ 45.00	16	\$ 720.00	15%	\$ 828.00
			\$ -	15%	\$ -
Equipment Total:					\$ 1,380.00

Subcontractor:	Total	Markup	Total
		5%	\$ -
Subcontractor Total:			\$ -

Sub-Total:				\$ 8,089.28
Supervision/Project Management		Hours	\$85.00	\$ -
Bond Rate Increase @ 1.55%				\$ 125.38
Insurance @ 1.25%				\$ 101.12
Sub-Total:				\$ 8,315.78
Oregon CAT @ 0.57%				\$ 47.40
Total:				\$ 8,363.18

Upon acceptance of the noted cost impact, R.L. Reimers Company request that a change order				
be issued to,	X	Increase	Decrease contract amount by:	\$8,363.18
R.L. Reimers request that our contract amount be extended by:			10	Working Days
Copy To		By	Ross Meyer	
			Project Manager	
Attachments		Email	ross@rlreimers.com	



R.L. REIMERS COMPANY GENERAL CONTRACTORS

To	Curt McLeod	NOTIFICATION LETTER NO:	5
Company	Curran-McLeod, Inc	Date	3/1/2021
Address:	6655 SW Hampton St, Sute 210	Job No:	
	Portland, OR 97223	Job Name:	City of Canby - 2020 WWTP
Phone:	(503) 684-3478		Site Improvements
Email:	cjm@curran-mcleod.com	Regarding:	Paving/WWTP Site Restoration

Notification of:		Request for Additional Time	X	Cost Proposal
Description				
The cost associated with the site restoration plan emailed 1/21/2021 and revised 2/2/2021 is outline below.				
Date of Installation: TBD				

Unit Items Costs	Quantity	Units	Unit Price	Total
Sawcut Existing AC	1,000	LF	\$ 1.25	\$ 1,250.00
Cold Plane Existing, 36" Wide	300	LF	\$ 7.50	\$ 2,250.00
16" Common Excavation & 12" of Base Rock, 12,500 SF	1,400	SY	\$ 45.00	\$ 63,000.00
Common Excavation to Remove Existing AC, 45,5000 SF	5,050	SY	\$ 9.50	\$ 47,975.00
1/2" ACP, 58-28, for 4" Surfacing in Two Lifts, 60,000 SF	1,490	Tons	\$ 112.50	\$ 167,625.00
Additional 1" Minus Base Rock, as needed	50	Tons	\$ 35.00	\$ 1,750.00
4" PVC Sch 40 Casing Pipes w/Caps, 12" Cover	100	LF	\$ 25.00	\$ 2,500.00
Credit for 12" of 1" Minus Base Rock in Base Bid, 5,200 SF	-575	SY	\$ 17.00	\$ (9,775.00)
Landscape Restoration Allowance	1	LS	\$ 10,000.00	\$ 10,000.00

Total: \$ 286,575.00

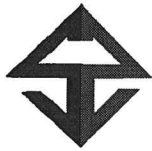
Upon acceptance of the noted cost impact, R.L. Reiemrs Company request that a change order				
be issued to,	X	Increase	Decrease contract amount by:	\$286,575.00
R.L. Reimers request that our contract amount be extended by:			35	Working Days
Copy To		By	Ross Meyer	
			Project Manager	
Attachments		Email	ross@rlreimers.com	

02/19/2021 13:03
 21005 CANBY WWTP PAVING
 *** Ross.Meyer_PR

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	SAW CUT EXISTING AC	U	1,000.000	LF	1.25	1,250.00
2000	COLD PLANE EXISTING (36" WIDE)	U	300.000	LF	7.50	2,250.00
3000	16" COMMON EXCAVATION AND 12" OF BASE ROCK	U	1,400.000	SY	45.00	63,000.00
4000	COMMON EXCAVATION TO REMOVE EXISTING AC & GEN PAD	U	5,050.000	SY	9.50	47,975.00
5000	ADDITIONAL 1" MINUS AS NEEDED	U	50.000	TNS	35.00	1,750.00
5500	1/2" ACP, 58-28	U	1,490.000	TN	112.50	167,625.00
6000	4" PVC CASING PIPE W/CAPS	U	100.000	LF	25.00	2,500.00
7000	CREDIT FOR 12" BASE ROCK IN CLARIFIER BID	U	-575.000	SY	17.00	-9,775.00
8000	LANDSCAPE RESTORATION ALLOWANCE	U	1.000	LS	10,000.00	10,000.00

Bid Total =====> \$286,575.00



S-2 CONTRACTORS INC

To: **RL REIMERS CO**

Project: **WWTP PAVING REPAIRS**

Date: **2/1/2021**

Location: **CANBY, OR**

We hereby submit a proposal for the specified project. The work shall be done in accordance with the specifications with the type of work quoted and or as noted in the proposal below. We shall provide all labor, equipment and materials required for the items quoted and or as noted below. We propose the following:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
REVISED			
PAVE LEVEL 2, 1/2" HMA 58-28	1,250 TON	\$ 101.50	\$126,875.00
GRIND 2" DEEP 36" WIDE MOB	1 EA	\$ 500.00	\$500.00
GRIND 2" DEEP 36" WIDE	300 LF	\$ 5.00	\$1,500.00
		TOTAL:	\$128,875.00

Includes: 1 mob, additional mobs \$ 2,500.00 each required by your scheduling.
AC tack

Excludes: Bonds, permits, fees, surveying, testing, herbicide treatments, prime coating, seal coating, slurry sealing, base rock traffic control, fabric, lighting, pavement striping, sweeping, saw cuts, utility adjustments

\$101.50/ton

Note: Bid is based on today's liquid asphalt oil price. Cost will be adjusted on liquid asphalt at time of paving, based on the ODOT published liquid AC pricing.
Sub grade shall be approved for compaction and drainage before paving.

Bid based on signing a mutually acceptable contract agreement and schedule
Proposal to be included as part of contract agreement with items included and or excluded as stated above

PAYMENT TO BE MADE AS FOLLOWS:

1. With estimated quantities and unit prices quotes; the final billing will be based on completed quantities times the unit price for the item.
 2. Terms Net 30 days.
 3. Finance charge of 1.5% per month will be assessed on any unpaid balance.
- NOTE: This proposal may not be valid if not accepted within 30 days.

Print date: **2/8/2021**

ACCEPTANCE OF PROPOSAL:

The prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Authorized Signature:

Date:

S-2 Contractors Inc. CCB 67253
6860 S. Anderson Rd. Aurora, Or. 97002

Phone: 503-651-4000
Fax: 503-651-4004



EASTSIDE PAVING, INC.

PO BOX 1049 GRESHAM, OR 97030

Ph#: 503 492-7563 fax#: 503 492-7564

CCB# 068962 WA# EASTSPI087K1

sean@eastsidepaving.com

RL Reimers Co.

3939 Old Salem Rd. Suite 200

Albany, Or.

97321

david@rlreimers.com/ross@rlreimers.com

February 5, 2021

Canby Wastewater Facility

Canby, Or.

Pave and compact with 4" of asphalt in two lifts

59908 Sq. Ft. @ \$2.55 Per----\$152,765.40

2 Mobilization included in price. Any additional to be billed at \$2000.00 EA.

\$101.98/ton

Price based off current Plant Pricing. Asphalt oil escalation is in effect price is based off ODOT asphalt oil index pricing at time of bid. Current ODOT Asphalt oil index price is \$348.00.

Exclusions: Traffic control, testing, permits, fees, sales tax, grind, saw cut, fine grading, pavement marking.

Cleaning in-between lifts is not included

I Propose hereby to furnish material and labor – complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Payment to be made upon completion unless otherwise agreed. Access will be agreed upon by the owner to hold Eastside Paving, Inc. absolutely harmless of any damage to ground surface, trees, shrubbery, sidewalks & driveways. Eastside Paving, Inc. is not responsible for pavement failure due to unknown or defective subgrade. Any deviation from the work described above involving extra charges over the prices mentioned will only be executed upon written or verbal orders. All agreements, verbal and written are binding. By signing below I accept full responsibility for all cost necessary to collect all money owned associated with work performed including attorney fees. Permits not included unless stated in proposal.

Authorized Signature: _____ Sean Patrick, Estimator Cell#: 503-519-6479

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made upon completion of work.

Date of Acceptance: _____

Signature _____



Project Name: **2020 WWTP AC Improvements**
Location: 1480 NE Territorial Rd
Canby, Oregon 97013

From: Jason Dull
Quotation Date: 2/3/2021
Bid Date / Time: 2/3/2021 2:00PM

Customer: RL Reimers
Contact/Cell: Ross Meyer
Phone / Fax 541-926-7766 541-926-2908

[illegible]

- * This is a unit price quotation.
- * Pricing is firm through June of 2021 with a signed contract.
- * Includes 2 mobilization. Additional Mobilizations at \$2,500 EA.
- * KR not responsible for drainage where grades are less than 1%.
- * Excludes Engineering/Testing/Surveying/Bonds/Permits/Traffic Control.
- * Addendums reviewed: NONE
- * Add 1% for performance and payment bond, if required.
- * Completion dependent upon weather and ground conditions.
- * Excludes sawcuts, excavation, and aggregate base.
- * Pricing is based upon normal work hours on straight time.
- * Excludes over excavation and backfill of soft subgrade.
- * Excludes soil sterilant, weed killer, and termite solution.
- * Excludes pavement markings, signage, and wheel stops.
- * Excludes crack filling, slurry seals, seal coats, and prime coats.
- * Excludes all utility adjustments.
- * Excludes all temp paving.
- * Excludes all grinding.
- * Excludes all night work.
- * Areas to be cleaned, graded, and ready for asphalt pavement.
- * Quote contingent upon a mutually agreeable subcontract.
- * Subject to additional terms and conditions attached.

If Owner or Prime Contractor insists upon completion of work against advice of Knife River because of weather conditions or sub-surface conditions, the Owner or Prime Contractor shall assume all risk of defects due to weather or sub-surface conditions.

I (we) hereby accept this proposal and the additional terms and conditions, and authorize Knife River to proceed as specified.

Co-Owner / Mortgagee

Job# _____

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **Completion:** The work to be completed shall be commenced on or about the date set forth. However, if Knife River is delayed in the performance of the work due to acts of God, strikes, or material shortages which are beyond its control, the completion date shall be extended accordingly.
2. **Terms:** NET DUE AND PAYABLE UPON COMPLETION UNLESS NOTED OTHERWISE. A finance charge of 1 1/2% per month, or a minimum of \$1.00, will be made on the unpaid balance at the end of the following month's billing cycle. This is an ANNUAL PERCENTAGE RATE of 18%.
3. **Progress Billings & Payments:** Knife River shall make progress billings for work completed through the 25th of each month on or about the 30th of that month. Payments shall be made in accordance with the conditions set forth in item number 2 above. In the event payments are not made in full within 30 days following billing, Knife River may exercise its rights under the Oregon Construction Lien Laws.
4. **Final Inspection & Acceptance:** When notified by Knife River, that in its opinion all work required by the contract has been completed, the Owner or the Owner's representative shall make a final inspection of the site. Immediately following this notice of completion, the Owner shall issue a punch list, if any, of those items that should be completed prior to final acceptance. If, within 10 days following notice of completion there is no response from the Owner or the Owner's representative, Knife River will assume that all items are complete and accepted. At this time all monies due Knife River including retainages, shall be released.
5. **Changed Conditions:** Changes in conditions beyond the original scope of the project shall be accomplished with a Price Agreement for the additional work or on an Extra Work basis. Before Knife River proceeds with the changed conditions, agreement shall be made in writing between the Owner, or the Owner's representative, and Knife River. Extra work shall be billed on a cost-plus basis if an agreement in price cannot be reached between the above-mentioned parties.
6. **Project Price / Unit Price:** The project price given is approximate. This price is subject to adjustment for measurement of final quantities on unit prices specified unless bid as a Lump Sum. (See explanation of Lump Sum, Item #7). The Owner shall arrange for his representative to provide all measurements in writing to Knife River at the earliest practical time. If a representative is not available to represent the Owner, Knife River shall provide all such measurements.
7. **Lump Sum:** The Lump Sum price given is the exact amount for the work to be performed based on the approved plans and specifications. If, however, there are changes in the original scope of the project, Knife River reserves the right to claim for additional compensation for that portion of the work that was not included in the original bid.
8. **Liens:** Knife River hereby gives notice of its reservation of the right to assert any and all liens against the Owner / Prime Contractor arising under all Federal, State, or Local laws in the event the amounts stated in the contract are not paid when due.
9. **Permits & Licenses:** All fees for permits & licenses, unless so stated in the Project Specifications, shall be paid for by the Owner / Prime Contractor.
10. **Subcontractors:** Knife River reserves the right to subcontract all or any portion of said project.
11. **Attorney Fees:** In the event any suit or action is brought by the parties arising out of this Contract Proposal, it is agreed that the prevailing party shall recover such reasonable attorney fees as shall be set by the trial court and any court on appeal.
12. **Hazardous Materials:** Owner represents and warrants to Knife River, that there are no environmentally hazardous materials or wastes contained on the property or on or in the soil to be excavated and/or removed by Knife River and there are no potentially hazardous environmental conditions on the property and that the property has not been identified by any governmental agency as a site upon which, or potentially upon which, environmentally hazardous materials have been (or may have been) located or deposited. Owner agrees to indemnify and hold Knife River harmless for any and all damages, claims, demands, and judgments arising from or connected in any manner with hazardous materials or wastes, or hazardous environmental conditions, on the property or in the soil to be excavated or removed by Knife River.
13. Unless otherwise stated in Project Specifications, Knife River warrants all materials or services provided by it to be of good quality and workmanship and free from defects under normal proper use and service for a period of one (1) year from the date of substantial completion of the project. Knife River provides no warranty for defects caused by sub-surface conditions and/or failure of materials previously supplied by others. If defects should occur, Knife River shall be notified immediately in writing.



R.L. REIMERS COMPANY

GENERAL CONTRACTORS

To	Curt McLeod	NOTIFICATION LETTER NO:		6	
Company	Curran-McLeod, Inc	Date	2/18/2021		
Address:	6655 SW Hampton St, Suite 210	Job No:			
	Portland, OR 97223	Job Name:	City of Canby - 2020 WWTP Primary		
Phone:	(503) 684-3478		Clarifier Improvements		
Email:	cjm@curran-mcleod.com	Regarding:	2" PVC to Tank 1		
Notification of:		Request for Additional Time	X	Cost Proposal	
Description					
The cost associated with installing the secondary scum piping per the details emailed on 1/13/2021 is as follows. Price excludes asphalt patching and landscape repair which will be covered in the Paving/Site Repairs CO. Date of Installation: TBD					
Labor Cost:	Rate	Hours	Workers	Total	Markup
Laborer	\$62.83	8	1	\$ 502.64	15%
Millwright/Ironworker	\$87.56			\$ -	15%
Pipefitter	\$104.56	8	1	\$ 836.48	15%
Operator	\$74.41	16	1	\$ 1,190.56	15%
Carpenter	\$77.21			\$ -	15%
Foreman	\$75.00		1	\$ -	15%
Labor Total:					\$2,909.13
Materials:		Quantity	Cost	Markup	Total
	Pipe, Fittings and Valves	1	\$ 1,225.00	15%	\$1,408.75
	1" Minus, Landscape Rock	1	\$ 600.00	15%	\$690.00
Materials Total:					\$2,098.75
Equipment:		Rate	Hours	Total	Markup
	Tool Truck	\$ 20.00	24	\$ 480.00	15%
	Excavator	\$ 45.00	16	\$ 720.00	15%
				\$ -	15%
Equipment Total:					\$ 1,380.00
Subcontractor:			Total	Markup	Total
	Dump Truck		\$ 1,040.00	5%	\$ 1,092.00
Subcontractor Total:					\$ 1,092.00
Sub-Total:					\$ 7,479.88
	Supervision/Project Management		Hours	\$85.00	\$ -
	Bond Rate Increase @ 1.55%				\$ 115.94
	Insurance @ 1.25%				\$ 93.50
Sub-Total:					\$ 7,689.32
	Oregon CAT @ 0.57%				\$ 43.83
Total:					\$ 7,733.15
Upon acceptance of the noted cost impact, R.L. Reimers Company request that a change order					
be issued to,	X	Increase	Decrease contract amount by:		\$7,733.15
R.L. Reimers request that our contract amount be extended by:			7	Working Days	
Copy To		By	Ross Meyer		
			Project Manager		
Attachments		Email	ross@rlreimers.com		

ORDINANCE NO. 1546

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NUMBER 4 TO THE 2020 WWTP PRIMARY CLARIFIER IMPROVEMENTS CONTRACT WITH R. L. REIMERS COMPANY FOR COMPLETION OF SITE RESTORATION TASKS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the 2020 WWTP Primary Clarifier Improvement Project in accordance with public bid requirements; and

WHEREAS, after receiving eight responsive, responsible bids, a contract for construction was executed with R. L. Reimers Company on May 6, 2020 in the amount of \$1,274,775; and

WHEREAS, the City of Canby has budgeted funds to complete additional site restoration improvements at the Wastewater Treatment Plant in FY 20-21; and

WHEREAS, R. L. Reimers Company has provides responsible and cost effective pricing to complete the required site restoration work tasks; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized and directed to execute, and declare in the name of the City of Canby and on its behalf, an appropriate change order with R. L. Reimers Company on the 2020 WWTP Primary Clarifier Improvement Project to incorporate site restoration work tasks in the amount of \$302,671.33. A copy of the contract Change Order No. 4 with R.L. Reimers Company is attached herein.

Section 2. Due to the need to provide continuous sanitary sewer treatment and effluent disposal, an emergency is hereby declared to exist, and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 7, 2021 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, April 21, 2021, commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of April 2021 by the following vote:

YEAS _____

NAYS _____

Brian Hodson, Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

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Melissa Bisset, CMC
City Recorder

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YEAS _____

NAYS _____

Brian Hodson, Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

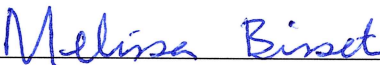
I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of April, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1546 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 15th day of April, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

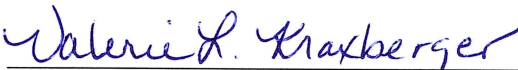
1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 21st day of April, 2021.



Melissa Bisset, City Recorder

Subscribed and sworn to before me this 15th day of April, 2021.



Notary Public for Oregon
My Commission Expires: June 19, 2023





City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Ryan Potter, AICP, Senior Planner
ITEM: Ordinance No. 1548: An Ordinance authorizing the Canby City Administrator to enter into a contract with Greenplay, LLC to prepare a Parks and Recreation Master Plan and Parks System Development Charge Methodology update. (Second Reading)

Summary

This agenda item seeks authorization from City Council allowing the City Administrator to hire a consultant team to prepare a comprehensive City-wide Parks and Recreation Master Plan and System Development Charge (SDC) Methodology. These work products will provide an analysis of the community's changing recreation needs, establish a list of capital project priorities that reflects those needs, and outline a strategy for funding future parks and recreation projects.

Background

The City's current Parks and Recreation Master Plan was adopted in 2002 and the City's Parks SDC Methodology was last updated in 2013. The community has experienced substantial growth in the intervening years and the current Master Plan is out of date. In addition, the SDC Methodology and Park Maintenance Fee both need to be reviewed and updated so that City Staff and decision-makers can make informed decisions regarding when and how to fund parks projects.

The Parks and Recreation Master Plan will be adopted as part of the City of Canby's Comprehensive Plan and its preparation will, at a minimum, contain the following elements:

- Inventory and map of the City's existing and future parks, open spaces, recreational facilities, and trail corridors.
- Area map of all future needed and recommended facilities, with overlay map of existing undeveloped sites suitable for these facilities.
- Scientifically-valid survey of Canby citizen's recreational facility and program desires, needs, and their willingness to support them.
- Attendance at, and facilitation of, public meetings, with assistance by City Staff.
- Attendance at Steering Committee meetings.

- Design, maintenance, and use standards for existing and new park facilities.
- Design, maintenance, and use standards for existing and future open space facilities.
- Funding and prioritization recommendations and strategies for the implementation of all proposed facilities and programs.
- Guidelines and recommendations for future staffing levels as new programs and facilities are added to the system.
- Updated SDC Methodology and SDC recommendations.
- Review of existing Park Maintenance Fee and recommendations for future funding options.

City Staff have discussed their recommendation to prepare a new Master Plan with the City's Parks and Recreation Advisory Board. Furthermore, an update to the City's adopted Parks and Recreation Master Plan was explicitly identified as a City Council goal in the City's adopted Fiscal Year 2020-2021 Budget (see Page 17 of that document).

Discussion

A request for proposals (RFP) for the Parks Master Plan and SDC Methodology Update was posted on the City's website on January 18, 2021. The RFP outlined the City's needs and requirements for the project, including scope, milestones, and budget. The RFP also identified scoring criteria for evaluating consultant proposals. Proposals were accepted until February 18, 2021.

On March 23, 2021, a selection committee consisting of City Staff and the Chairperson of the Parks and Recreation Advisory Board met to discuss the four submitted proposals; the proposals were evaluated based on the criteria and matrix identified in the RFP.

GreenPlay, LLC was selected based on the selection committee's numerical scoring of the submitted proposals and a reference check was performed over the following week. GreenPlay is a consulting firm specializing in parks, recreation, and open space planning. Their proposed scope includes sub-consultant services to be performed by RRC Associates, a firm with expertise in conducting public surveys.

Attachments

1. Proposal for Professional Consulting Services – GreenPlay, LLC
2. Draft Ordinance No. 1548

Fiscal Impact

A Parks Master Plan Update was identified in the five-year capital improvement plan (CIP) that is a component part of the City's adopted Fiscal Year 2020-2021 Budget. The allocated budget for the plan was \$200,000. Therefore, expenditure of the requested funds would be consistent with the fiscal planning previously conducted by the City Council.

Options

1. Adopt Ordinance No. 1548 to authorize a consultant team to prepare a Parks and Recreation Master Plan and SDC Methodology Update.

2. Not adopt Ordinance No. 1548 and direct staff to continue implementing the 2002 Parks and Recreation Master Plan and 2013 SDC Methodology.

Recommendation

Staff recommends the Council adopt Ordinance 1548 to utilize \$149,999.00 of SDC-generated funds to prepare a Parks and Recreation Master Plan and SDC Methodology Update.

Proposed Motion

"I move to adopt Ordinance No. 1548, An Ordinance authorizing the Canby City Administrator to enter into a contract with Greenplay, LLC to prepare a Parks and Recreation Master Plan and Parks System Development Charge Methodology update.

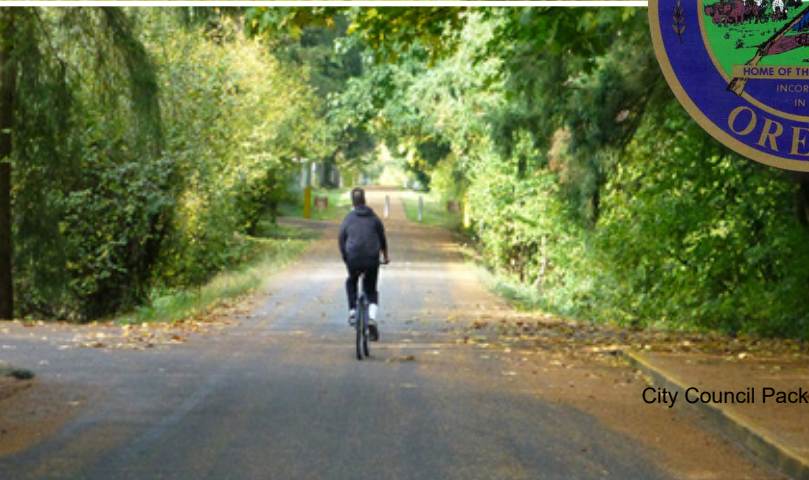


PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES:
Parks & Recreation Master Plan and SDC/Fee Methodology Update
City of Canby, Oregon

FEBRUARY 16, 2021

GREENPLAY LLC

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*



Submitted by: GreenPlay, LLC

Address: 1021 E. South Boulder Road, Suite N, Louisville, CO 80027

Date: February 16, 2021 Phone number: 303.439.8369

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish a proposal for a

**Comprehensive Parks and Recreation Master Plan and SDC/Fee Methodology Update
For the City of Canby, Oregon**

As specified, in accordance with the proposal documents herein. The Proposer, by his/her signature below, hereby represents as follows:

- (a) That no, officer, or employee of The City of Canby is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a proposal for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal as the guaranteed maximum price.
- (d) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

☐ Resident Proposer, as defined in ORS 279A.120

☐ Non-Resident Proposer, Resident State: Colorado

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Teresa Penbrooke, PhD, CPRE	CEO, Principal, Founding Member
Name	Title
Chris Dropinski, CPRE	Sr. Principal, Managing Member
Name	Title
Art Thatcher, MPA, CPRP	Principal
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his/her hand this _____ day of _____, 2021.


Name of Firm _____

Signature of Proposer _____

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this 16th day of February, 2021.

Name of Corporation GreenPlay, LLC _____

Teresa L. Penbrooke, PhD	
By	
CEO	
Title	

1. COVER LETTER AND TRANSMITTAL

February 16, 2021

The City of Canby
Attn: Mr. Ryan Potter, Sr. Planner
222 NE 2nd Ave.
Canby, OR 97013
Submitted via email to potterr@canbyoregon.gov



Dear Mr. Potter and Selection Committee:

With a Park and Recreation Master Plan that is nearing 20 years old, and an SDC methodology that is nearing 10 years old, the time has come to update both plans. This Park and Recreation Master Plan will serve as a working policy tool for planning, coordination, and implementation of recommendations for the parks and recreation system. GreenPlay is a professional, experienced management consulting firm specializing in system wide Parks Master Plans and related services for diverse communities in Oregon and around the country. Our team has completed similar projects for the Bend Metropolitan Recreation District; the Cities of Wilsonville, Redmond, Corvallis, Lake Oswego, Umatilla, and Oregon City; the North Clackamas Parks and Recreation District; and the Tualatin Hills Recreation District. We have also completed plans for communities in the Pacific Northwest, including Tacoma, Vancouver, Burien, and Federal Way, Washington and Post Falls and Sandpoint, Idaho.

Following the scope of work outlined in the RFP, GreenPlay will review and update the City's existing Park Master Plan and review your System Development Charges (SDC) Methodology, and Capital Improvement Program (CIP) and provide an overall fresh assessment of your current parks and their condition, and an analysis of the City's recreational opportunities. We will use extensive community engagement, including a Community Survey, to obtain input on desire for a recreation program, to include sports group survey and identification of park and facility needs, and needed park improvements, replacements, and/or additions. Once completed, this plan will identify phasing and priorities for the system of parks, recreation, and open space, and will guide decisions related to funding and development decisions.

Our Team will consist of **Jeff Milkes, MS, CPRP** as Project Manager, **Art Thatcher, MPA, CPRP**, as Principal-in-Charge, **Robby Layton, PhD, FASLA, CPRP**, as Landscape Architect and Special Project Consultant, **Dave Peterson, PLA**, as GRASP® Team Leader, and **Caylon Vielehr**, as GIS Analyst. **RRC Associates**, a leading research firm with experience in parks and recreation based surveys, will design and implement a statistically-valid survey as part of the public input process. I am authorized to represent our company in any negotiations with the City.

We have developed very effective and efficient ways of communicating, producing, and delivering high quality service, ensuring that your community is receiving the highest return on investment possible in this important work. Our team has worked with nearly **600** communities, and we still treat each one as unique, providing customized results. **If you have any additional questions, please feel free to contact me at the number listed below. While we have an office in Oregon, our firm is incorporated and headquartered in Colorado. We are proposing as a non-resident bidder.**

Sincerely,

A handwritten signature in blue ink that reads "Teresa L. Penbrooke".

Teresa Penbrooke, PhD, CPRE
CEO and Founding Managing Member
1021 E. South Boulder Rd., Suite N, Louisville, CO 80027
Phone: (303) 870-3884 (direct)
E-mail: TeresaP@GreenPlayLLC.com

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3. PROPOSAL

PROJECT UNDERSTANDING

With a Park and Recreation Master Plan that is nearing 20 years old, and an SDC methodology that is nearing 10 years old, the time has come to update both plans. Once completed, this plan will serve as a working policy tool for the planning, coordination, and implementation of all new park and open space property acquisition, park facility development, open space management and community recreation programs.

The City of Canby is set between Portland and Salem, offering city conveniences in a quiet, rural community. Known as a farming community, the City of Canby is known for its high quality dahlias. Canby is home to its iconic ferry that shuttles people and vehicles across the Willamette River to Wilsonville. The ferry shows that Canby supports a diverse mix of historic and contemporary features that makes the City special.

We understand that the City is growing, and the parks and recreation system will need to be enhanced with this growth. Between 1990 and 2017, the City grew by 85% and is expected to continue a steep growth curve during the life of the master plan.

The population is expected to grow to 28,000 residents during the next 15 years, and the challenge for Canby will be retaining its small town charm during this time of growth. A park system driven by the needs and desires of Canby residents will help define the City as the population also continues to age. We recognize that growth will require additional developed park acreage which given the current SDC fee, the city will be presented with a significant funding gap. We know the same holds true for funding gaps related to the Park Maintenance Fee.

We will work with you to create a plan that serves as a comprehensive planning tool with recommendations that are realistic and tailored to your community. Our consultants have managed parks and recreation departments and understand the need to balance community needs and expectations with budgetary realities. These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. Our team will develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address the key issues for your service area.

Key Elements of a Community Parks and Recreation Strategic/Master Plan



Typically our Strategic/Master Plans include a 5-year focus on operations, 10-year focus on capital, and 20 year strategic vision. Other elements and tools are added as needed for a community-specific plan.

PROJECT APPROACH

A. PROJECT COORDINATION, STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Following the award of contract, GreenPlay will provide a scoping call with the City, our Project Manager and our Principal-in-Charge at no additional charge. On this call, we will discuss the final scope and schedule and prepare your team for the Strategic Kick Off.

We will then will provide a Detailed Work Plan for discussion at a Strategic Kick-Off (SKO) meeting with the City's project team. We will review the details of the work plan and formalize the timeline and tasks for your project.

Project Coordination

- We will work closely with your team during SKO to identify key "Critical Success Factors" that will help to ensure that all relevant unique aspects of the City are addressed.
- We will supply written Monthly Progress Reports that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency to our projects. We will always be available for phone or email communication.
- Project team progress meetings will be formally held as often as necessary, but in no case less than monthly, with project updates via email or phone to your Project Manager until the final plan is approved by the City Council.
- We will supply the City Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the plan.
- We will provide up-to-date information for posting on the City's website and/or an independent project website for review of progress by stakeholders and the public.

Integration with Existing Plans

As part of the information gathering phase, we will integrate information from other recent and current planning work, including:

- 2002 Parks and Recreation Plan
- 2013 System Development Charges (SDC) Methodology
- Current Comprehensive and Strategic Plans
- Regional Master Plans
- Budgets, work plans, and funding plans utilized by the City to facilitate the comprehensive coordination of direction and recommendations
- Documents related to City Council adoption of the Park Maintenance Fee

B. PUBLIC ASSESSMENT

We know that the City believes that public engagement and involvement is a critical component of the Master Planning Process, and we agree. Our team believes in creating an in-depth, efficient, and cost-effective citizen-focused community process throughout all public agency management and planning. We will build upon previous work to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback – both as information and engagement for buy-in and outcomes.

Engagement Methodologies

We tailor engagement strategies to meet the specific needs of your project, and the final process is determined during the Strategic Kick Off meeting. We will provide well-organized and directed activities, techniques, and formats that will ensure a positive, open, and proactive public participation process.

We will work with your team during SKO to determine which of these methods may be most effective for engaging your community.

GreenPlay will facilitate Citizen Outreach and Stakeholder Engagement Meetings to determine the needs of the residents and to allow the project team to communicate with residents, user groups, associations, civic associations, diverse community members, and key community representatives. Preliminary Key Stakeholders may include residents, representatives, and staff from your community; members of the Parks and Recreation Advisory Board, City Council members; Public Works Department staff; and other City groups as necessary; neighborhood associations; other

affected community and government agencies; and selected alternative providers, partners, and special interest groups from in and around your community.

The public participation process will be customized to the City of Canby's unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible.

We use both qualitative and quantitative assessment tools, and all input tools will help build consensus and agreement on the plan and provide information for decision making to the City Council. Based on previous successes, the following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity

to participate in the plan's development, and is recommended for this project.

- **Initial Information Gathering:** Collection of as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, etc.
- **Focus Group Meetings:** A minimum of three (3) focus groups, drawing from user individuals and groups, sports groups, advisory boards, community associations, other service providers (public, private and non-profit, etc.), and primary stakeholders such as youth; adults; seniors; other recreational, historic, and tourism providers; citizens with disabilities for inclusive programs; school officials; Steering Committee members; Parks and Recreation Advisory Board members; and other stakeholders, as mutually determined.



COVID-19 CONSIDERATIONS

GreenPlay has been successfully completing projects including community engagement throughout the Covid-19 Pandemic. We are very sensitive to local conditions and phasing guidelines. All in-person engagement will be conducted with appropriate social distancing protocols, and we can conduct virtual engagement through various methods.

GREENPLAY PROVIDES MOE

GreenPlay offers even more ways to reach your community through Mobile-Optimized Engagement (MOE). These innovative strategies help solve one of the most common reasons people don't attend meetings – lack of time. In addition, these tools capitalize on reaching 81% of Americans of all demographics in the most convenient manner, to which they have access throughout the day – their smartphone.

Now, your community members don't have to come to a public meeting. We recognize that not everyone would prefer (or have access to) technology, and we love our in-person contacts, but many community members are accustomed to doing things online. They can participate comfortably wherever they are. This allows us to engage additional people who typically won't come to public meetings – those with kids, lack of transportation, demanding schedules, or many other reasons, and we can solicit their opinion and involvement in a new way. We have successfully conducted virtual engagement on similar projects, so there is no learning curve.

The following methods and tools can be customized for your situation:



- **Online Public Meeting:** We can schedule an online public meeting so that anyone who is not able to attend in-person can participate through an online engagement tool called Zoom. The online meeting is facilitated in a way that informs and engages participants by inviting feedback through chat features and informal polling. Participants receive a link and the time, and a recording of the meeting can be distributed and posted after the event.
- **Public Meeting Livestream:** During one of our on-site public meetings, for an additional fee, GreenPlay can livestream the meeting using either Facebook Live or Zoom. Using the chat feature, participants can ask questions and provide feedback. Typically, livestreams do not require registration, and the date/time of the event is advertised prior to the meeting.

- **Stakeholder Interviews:** During onsite visits and as appropriate (a minimum of three [3] meetings), we will meet with and/or have phone conversations with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, important non-profits, etc.).
- **Public Community Meetings with the Park Board** (minimum of 3)
 - One meeting during the information gathering portion of the project that will provide an introduction to the project (i.e., purpose, scope, expected outcomes) and an opportunity to offer input about the desires and needs of the community.
 - One to present the findings of the updated needs assessment (i.e., community engagement results, inventory results, areas of focus for the recommendations) and an opportunity to participate in visioning and to provide comments about the information presented.
 - One to present the Draft Plan
- **Steering Committee Meetings** will be held as needed, but we will conduct a minimum of 3. We will work hand-in-hand with the Steering Committee, made up of the nine members of the Parks and Recreation Advisory Board in each step of the master planning process. The Project Manager will discuss key issues, individually and collectively, respecting Oregon's public meeting laws.

Statistically-Valid Survey

GreenPlay is a strong proponent of including surveys as part of all planning projects to most accurately reflect the quantitative needs of a community. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically-valid survey is the only defensible mechanism that provides feedback from NON-USERS, who are most likely taxpayers.

We will work with RRC Associates (RRC), an experienced survey firm that has completed over 100 similar projects with GreenPlay, to create a geographically diverse survey to be mailed to a representative sample of households within the City of Canby. The survey will provide critical information in determining community values, satisfaction

levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts.

Citizens will be given the option of either completing the mailed survey form or accessing the survey online using an individual passcode (included in the mailed survey) assigned to each household. We frequently use this technique, finding it to be effective in maintaining the random sample while also increasing response opportunities.

Questions will be drafted based on information gathered throughout the public involvement process as well as from staff, community leaders, and steering committee input. We would ask questions about what types of programs, facilities, and services residents want in their parks, trails, and recreation system, level of current usage, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of City-operated parks, trails, and recreation. These questions would be supplemented with questions about specific, identified community issues, as deemed appropriate.

RRC will create a survey of five pages in length (including cover letter). To help improve response rates, we also anticipate that the City would assist with marketing and creating public awareness of the survey through media and other channels, such as local newspaper, radio, cable TV, City web site, etc.

To potentially increase responses for analysis, we would also create an "open-link" web-based version of the survey for anyone who would like to provide feedback who did not receive the random/online survey invitation in the mail (if desired). These results would be coded separately to control for statistical-validity and sub-analysis.

The Project Manager will work with you to determine how best to report the survey data - by neighborhood, age, diversity, or other demographics, etc.

C. EXISTING CONDITIONS

Inventory and Level of Service Analysis

Our team will compile a GIS inventory of your system using information that is already available as a starting point. We will supplement your available data set and

compile a component-based GIS inventory. We will integrate the parks, recreation, open space, and trails information into one detailed, dynamic geo-spatial data set for the City's use going forward.



Component-Based Methodology (CBM)

Level of Service Analysis

An Improved Approach!

GRASP® Methodology

(Geo-Referenced Amenities Standards Process)

Building on innovations in GIS and other technologies, many parks and recreation agencies are now choosing to move beyond the traditional capacity-style and basic GIS mapping into a Component-Based Method (CBM) for inventory and level of services analysis.

GRASP® analysis will enable us to:

- Determine current level of service and where improvements can be made based on walkability, quantity, and quality of parks, trails, and open space facilities and amenities.
- Identify precise gaps and opportunities for location of future development of specific components, beyond just park land needs.

- Provide information for prioritization of these identified gap areas based on quantified demographics and social equity variables.

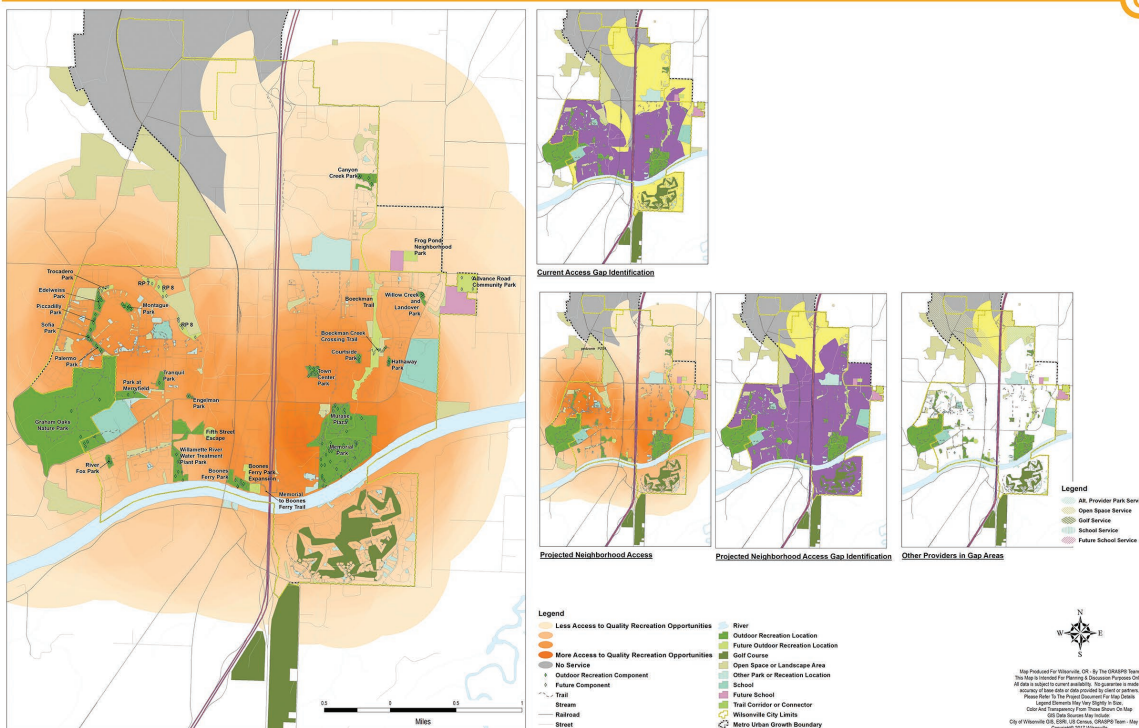
We have adapted and built upon previous traditional capacity based level of service (LOS) practices to create an improved approach. GreenPlay team members have worked with researchers since 2001 to create, test, and efficiently provide these services. We call our proprietary and trademarked version of the process GRASP®. GreenPlay team members were also invited researchers involved with the creation of the initial NRPA GIS and Attributes Standards Task Force. GreenPlay was one of the first firms in the country to apply this type of analysis to open space and trails attributes and characteristics.

The available capacity-style approach will be enhanced with on-site component data collection and analysis to create a complete dataset and determine current conditions for:

- Quantity of all relevant system components.
- Quality of components (3 point scaling along with aesthetic attributes).
- Functionality of components for their intended purpose for this plan lifecycle.

Wilsonville, Oregon Parks and Recreation Comprehensive Master Plan

Perspective Map Series: Neighborhood Access to Outdoor Recreation



GRASP® analysis builds upon the traditional capacity analysis, but is unique in its ability to analyze both the quantity (capacity) and quality of individual components of an entire system. These include traditional parks assets such as playgrounds, ballfields, pools, and courts, but also includes specialty components, such as trails, waterfront access, disk golf, dog parks, plazas, art, natural areas, shelters, pickleball courts, and centers that have not been previously included in capacity analysis, but provide important community services.

The process has been developed to provide detailed customized analyses of your system based on the unique assets of your community, to determine how effectively the current system is serving residents and visitors.

With GRASP® analysis, we can also add more analysis on specific components, alternative providers, and programmatic locations beyond the basic parcel analysis. Specific Perspective Analyses will be determined based on project key issues, and may include detailed heat mapping, population density comparisons, area sub-analysis, comparative charts of scoring, programmatic analysis, and/or evaluation of specific key components that may be priorities for analysis at this point in time.

We will collect and classify park components. Using this predetermined list allows us to compare the City of Canby to other agencies who have completed the GRASP® system and allows for a very efficient and budget minded inventory process. We are happy to share a complete list of GRASP® components in advance if requested.

By combining these metrics with demographics information and findings from the survey, public engagement, and other tasks, we will tailor our deliverables to target issues, needs, and community goals specific to the City.

Conditions Assessment

We will create individual park profiles that graphically illustrate conditions in each park.

Demographics and Population Projections

To provide insight into the potential market for the City's parks, trails, and recreation programs and services, we will conduct a demographic analysis and market profile of the City of Canby and the surrounding area.

Our team will utilize all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. We will work directly with your leadership to help document growth and redevelopment areas and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for land acquisition, development, and regional planning.

Trends Analysis

Strategic trends analysis will consider demographic shifts and their impact on future parks, trails, and recreation provisions. This analysis will also identify interest and participation levels for a variety of activities, assess how services are provided through both administrative and planning trends, including technology and customer service.

This process includes strategic analysis of local, state, and national best practices, along with what is new in the field of parks, trails, open space, and recreation.

Facility and Asset Gaps Analysis

We will analyze the information on usage, needs, desires, operations, maintenance, land use trends, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends. We will include programs and amenities offered by alternative providers into this analysis. We will also inventory recreation programs and identify gaps in programming.



D. SYSTEMS DEVELOPMENT CHARGES (SDC) ASSESSMENT

We will review and recommend potential changes to the City's System Development Charges (SDC) Methodology. Information from the master planning process will be used to analyze these development impact fees. We will:

- Review of existing fees and cash analysis to identify funding gap
- Recommend potential options for residential, commercial and industrial SDC fees
- Comparative analysis to four local cities and two others of their choosing (perhaps Wilsonville, Oregon City, Woodburn, Salem, Sherwood, Gladstone, or others)
- Recommend independent fees by park classifications including open space and trails
- Review and recommendation of potential escalators to use to ensure SDC methodology remains relevant to ensure "growth pays its proportional share" into the future
- Identify traditional and alternative funding opportunities that help to inform a new SDC fee
- Coordination with the development community in Canby and the surrounding area to inform and collaborate

Analysis

GreenPlay will provide analysis of available information in order to provide calculations for justifiable fee recommendations. This will include a discussion with the City regarding the definition and objectives to determine how they would be addressed; discussion of key recreation facilities and options; cost of improvements; and proportionate shares of costs to be included in the calculations.

E. OPERATIONS AND MANAGEMENT ASSESSMENT

Organizational Analysis

GreenPlay will broadly assess the operational and management structure of the Public Works Department and staffing to determine effectiveness and efficiency in meeting current and future divisional responsibilities as related to the community's needs. The needs assessment – including input from staff interviews, community and key stakeholder engagement, and level of service analysis, along with our expertise – will identify areas for enhancement including staffing, customer service, maintenance, communications, as well as operational efficiencies.

Operations and Maintenance Assessment

GreenPlay will conduct a review of existing park, recreation, and open space operations and maintenance practices and an analysis of staffing structures in relation to community expectations and industry "best practices" (including environmental sensitivity). The review will consist of staff interviews, review of operations manuals, budgets, and policies, and site visits. Our staff will lead a collaborative session with department staff, identifying key park maintenance operations issues and potential solutions to determine appropriate service levels for each asset classification. GreenPlay consultants will place a focus on the ability to serve a growing system, sustainable operations, and options for improving park maintenance levels and efficiencies. We will base this analysis on current best practices and our knowledge of peer agencies with comparable demographics.

F. RECOMMENDATIONS FOR THE FUTURE AND ESTIMATED COSTS

Present and Projected Fiscal Resources

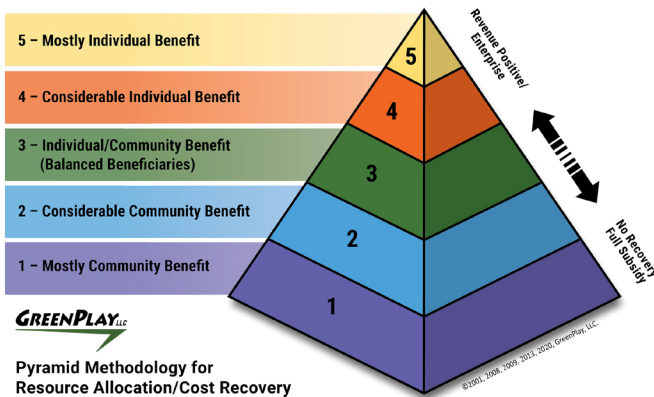
We realize that recommendations mean nothing without examining the financial resources necessary to move forward. We will consider the implications and possibilities at all stages. GreenPlay will conduct an overview analysis of existing funding to understand how the City is meeting current needs and, based on recommended improvements (locations, future programs, upgrades and infill opportunities), determine if current funding sources are sufficient for both capital and operational costs. This task will include analysis of the Park Maintenance Fee. We will identify in maintenance funding and options for closing any future gap

Based on the strategic recommendations that arise out of the needs assessment, we will identify probable operating, maintenance, and capital costs and recommendations for potential funding sources and mechanisms for the next ten (10) years.

Cost Recovery and Resource Allocation

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of "how much taxpayer subsidy is enough?" or "where should the resources go?"

GreenPlay has established and improved the “Pyramid” methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation.



We currently teach implementation and use of this straightforward but innovative methodology at conferences, and also train agencies and universities in this methodology. It is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the financial sustainability of the City’s parks and recreation system from both operational and capital funding aspects. As part of your project, we will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making.

Note: A full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in a master planning project, but can be facilitated separately or concurrently for an additional fee, if this is determined to be a key focus area.

Alternative Funding and Partnerships

GreenPlay brings extensive experience in evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, and/or partnerships. Our Project Team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. Note that this task does not include procurement of alternative funding, but this can be addressed separately if desired.

Findings Compilation, Validation, and Visioning

GreenPlay team consultants will compile initial findings from the inventory, demographics, and needs assessments and will prepare a summary Findings Presentation for staff, decision makers, stakeholders, and the public to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Key Issues Analysis Matrix

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help the City determine progress on goals set forth in the plan, and will serve as a basis for plan updates in the future.

Sample Key Issues Analysis Matrix									
Healthy Community Parks and Recreation Master Plan		Qualitative Data			Quantitative Data				
Key Issue - Rating Scale		Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	AssessLOS	Consultant Team	
a - priority									
b - opportunity to improve									
c - minor or future issue									
blank means the issue didn't come up or wasn't addressed									
Organizational									
Strong relationship between Commission and City		a	c	a		a	a	a	a
Executive Support for Parks and Recreation		b	c	a	b	c	a	a	a
Deferred maintenance of parks, potentially due to staffing limitations.		a	a	b	b	b	a	a	a
Focus on health for nutritional and active transportation partnerships		b	a	c	a	a	a	a	a
Marketing and Awareness. are strong but can use additional focus		a	b	b	b	b	b	a	a
Promote events as economic draws to help activate downtown		a		a					
Parks and Facilities									
Increase trail connections		b	a	b	a	b	a	a	a
Need for sidewalks and on-street bike/ped improvements		b	a	b	a	b	a	a	a
Increase legal access to River		b	a	c		c	a	a	a
Feasibility study to determine highest and best use for Auditorium		a	b	a			a	a	a
Need to add more information to City website on parks and facilities		a	b	b					a
Address repairs and use of outdoor pool		a	a	b	a		a	a	a
Add nature playgrounds in other parks		b		b		b			a
Programs and Service Delivery									
Align program equity and availability in all sub-areas to all demographics		b	a	a	a	a	c	a	a
Activate sub-areas through community-wide focus and events		b	a	b	b	a	a	a	a
Opportunity for additional non-sport programs		c	a	b	a	a	a	a	a

Visioning Strategies Development Workshop

We will fully analyze identified findings to create implementable recommendations for your future. We want to be respectful of the staff’s time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings.

We also want to engage all interested members and key stakeholders in determining future vision and action plan steps for the City’s parks, trails, and recreation needs.

Following review of the Findings, we will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work

plans, and funding implications. This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of parks, trails, and open space, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

G. PRIORITY NEEDS AND HOW THEY WILL BE FINANCED

Capital Improvement List and Development Guidelines

Based on the analysis completed during this project GreenPlay will develop a well-designed, feasible, and justified list of capital improvements. We will:

- Prioritize recommendations for needs regarding land acquisition, and the development of parks, trails, and open spaces for the next 10 years.
- Develop a set of prioritized recommendations for maintenance and renovation of all parks and trails.
- If needed, provide schematic designs for specific parks improvements.
- Recommend any policy changes and develop or modify design standards.
- Develop or modify design guidelines for future parks, trails, and recreation facilities, and an assessment on potential impacts on existing open space.
- Include accompanying cost estimates for list of priorities, based upon capital projects to help the City realize various portions of the Master Plan Implementation including:
 - I. Capital Improvement List
 - II. Project Prioritization Criteria
 - III. Implementation Steps
 - IV. Funding Strategy

H. DRAFT AND FINAL PLANS, PRESENTATIONS AND DELIVERABLES

The GreenPlay team will summarize and synthesize all research and stakeholder input, and develop recommendations and priorities into a Draft Plan. We will work with the project team to prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and potential budgetary realities. The product of this task will be a set of recommendations phased into immediate, near-term, and long-term timeframes that address goals and action strategies.

Draft Plan and Action Plan

Based on the outline and details of the recommendations and a summary of all tasks performed, we will create a well-written and concise draft Parks Master Plan, and System Development Charges (SDC) Methodology updates. The Action Plan will include recommendations in 5, 10, and 10+ year increments. We will identify the respective courses of action necessary to implement the strategic plan.

Final Master Plan and Deliverables

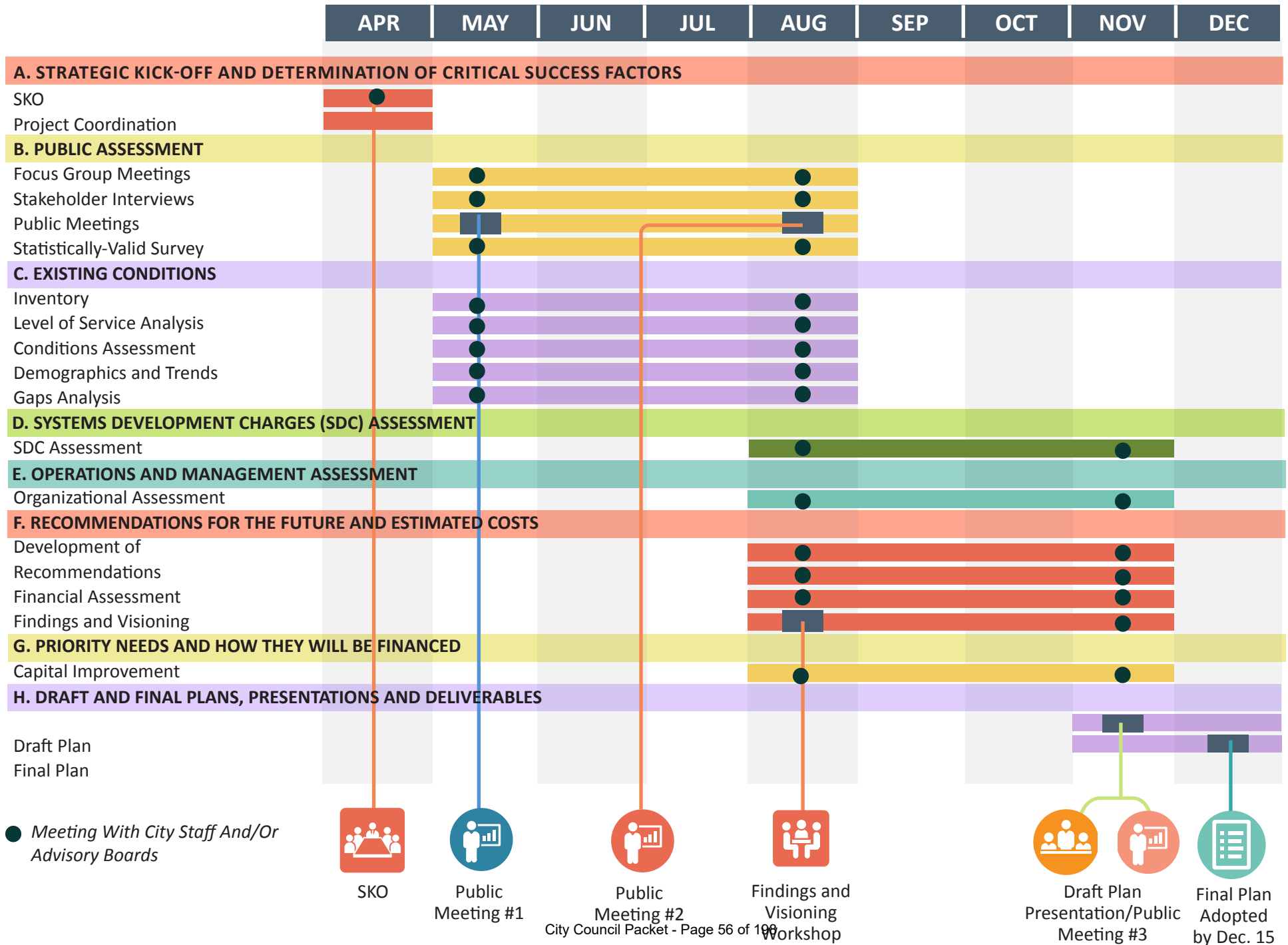
Relevant comments on the drafts will be incorporated into your Final Plans, and as necessary, we will assist in guiding the Plans through the formal adoption process, including review and recommendation by the City Council.

Deliverables for the final Master Plan and the System Development Charges (SDC) Methodology update

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- A detailed work plan.
- One (1) hard copy of the Draft Plan shall be provided for distribution and review plus one (1) electronic copy compatible with the City's software.
- Appropriate written materials and graphics (maps, slides, power point presentations, etc.) shall be provided for public presentations.
- All final maps in PDF and ARC GIS Format
- One (1) hard copy of the Final Plan shall be provided along with one (1) electronic copy compatible with the City's software.

SCHEDULE/TIMELINE



4. PROPOSER CAPABILITIES

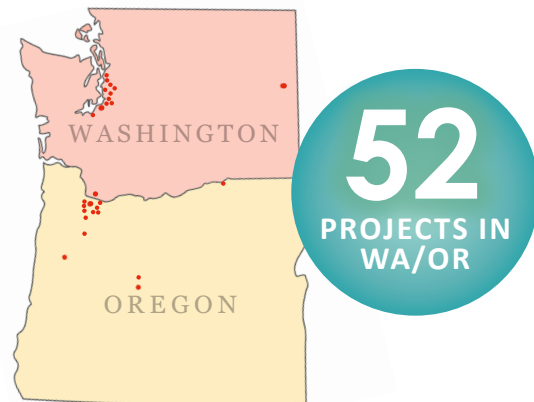
GreenPlay, LLC, is a limited liability company that was founded in 1999 and is headquartered in Colorado with ten regional offices around the country. We operate as a **CONSORTIUM OF EXPERTS** specifically to provide management and consulting services for parks, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 22 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed nearly **600 projects**, working with local, state, and national government agencies, as well as with private sector organizations.



We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address the key issues for the City of Canby.

GreenPlay team members have **direct experience working for parks and recreation departments** across the country as senior level administrators. Having worked as individuals on “your side of the table,” we know how important it is for consultants to be accessible. We also understand the importance of your daily responsibilities.

Greenplay has never filed for bankruptcy, is fully bondable and insurable, and has never defaulted a contract or been involved in litigation of any kind.



Greenplay has completed 52 projects in Washington and Oregon.

Our firm has experience that is directly relevant to this project. We have completed multiple projects in Oregon including the communities of Bend, Corvallis, Redmond, Sherwood, Wilsonville, Woodburn, Tualatin Hills Parks and Recreation District, Umatilla, the North Clackamas Parks and Recreation District, the Willamalane Parks and Recreation District, Oregon City, and Lake Oswego. We’ve also worked with the Washington communities of Seattle, Spokane, Tacoma, Federal Way, Burien, Kent, and Vancouver. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. Our experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

Management Approach and Philosophy Toward Parks and Recreation Planning

We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our plans are:

- Unique
- Customized
- Not Cookie Cutter

PROVEN RECORD OF CAPABILITIES AND EXPERIENCE

GreenPlay has a proven record of experience and expertise in parks, recreation, trails, and open space planning. These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, across the country.



22
YEARS IN
BUSINESS



600
COMPLETED
PROJECTS



175
YEARS OF
EXPERIENCE



46
STATES



22
EMPLOYEES



100%
WOMEN OWNED



4,935*
PARKS



OVER 27,000*
PUBLIC COMPONENTS ASSESSED

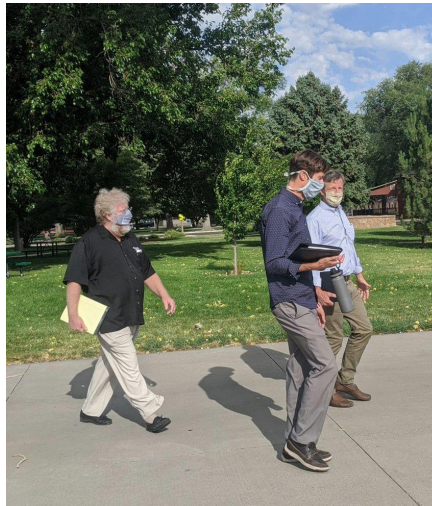
* Number in the validated GRASP® national dataset since 2003. We have also evaluated 1,000s more.

Obtaining feedback from community constituents is one of the most important tasks GreenPlay performs. We utilize a variety of methods to engage a broad spectrum of the community in meaningful dialogue. We listen to your residents, staff, board members and stakeholders, while employing the highest standards of respect, ethics, integrity and transparency.

We go where you go

In order to engage a broad cross-section of residents, we go where they already are and the places they meet.

- Pop-up events
- Farmers markets
- Places of worship
- Local organizations
- Youth sport events



We can engage from anywhere

We provide information on a variety of platforms so citizens can participate on their own schedule.

- Social media
- Project websites
- Newsletters
- Surveys
- Mobile Apps



Traditional processes

We make sure no stone is unturned to get as broad amount of input as possible.

- Stakeholders interviews
- Focus groups
- Committees, boards, commissions
- Decision-makers
- Public Hearings



We bring people together for input and discussion

Events that bring the community together enable discussion with people who hold a variety of perspectives.

- Community workshops
- Open houses
- Walking tours
- Youth outreach



Involving Others

We utilize a community ambassadors to facilitate grassroots input and extend depth and reach into otherwise forgotten groups.

- Outreach toolkits
- Translators/Translated material



Your Virtual Meetings Experts



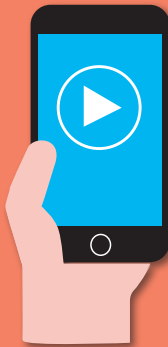
We call our online engagement practices **MOE – Mobile Optimized Engagement**. We can easily facilitate **online meetings** and **webinars** for Staff, Board, Council, and Commission meetings using state-of-the-art technologies. These meetings can be private or fully public, transparent, and **usually meet requirements for “open meetings laws.”**

10 YEARS

WE'VE BEEN WORKING
VIRTUALLY SINCE 2010

OVER 50 PARKS AND RECREATION AGENCIES

Successfully facilitated sessions for over 50 parks and recreation agencies including online meetings with staff, partners, other providers, key stakeholders, and focus group meetings.



81%*

of American Adults
Own Smartphones.

Now most people can easily participate in community planning from their couch.

* Source: Pew Research Center,
<https://www.pewresearch.org/internet/fact-sheet/mobile/>

EXPERIENCED, PROFESSIONAL FACILITATORS

LIVESTREAMING

Livestreaming will increase reach; for example, one agency that livestreamed a public meeting received **250+ views on Facebook**



TYPICALLY 30-40 PARTICIPANTS

Participation numbers for facilitated public meetings have ranged from 15 to 140 people, typically with about 30-40 participants.

State-of-the-Art Technology

to accommodate
interaction and input for
up to 500 participants
at a time



VIDEO RECORDING

provided to clients,
which can then be posted
to the website, sent to
email contacts, or
posted on social media

STRONG SAFETY PROCOLS

We use strong safety
protocols, and tried and
true online technologies



WRITTEN COMMENTS

We consistently receive
between 50 and 300+ directly
relevant chat messages (written
input) from each meeting



EMAIL LIST

We provide the email list of those
that participate, which can be used
to directly follow up with them at
the next phases of the project

SUPPLEMENTAL Services Available

Supplemental online engagement
platforms available, beyond
meeting facilitations

PROJECT TEAM ORGANIZATION

CITY OF CANBY, OREGON – PUBLIC WORKS DEPARTMENT

GREENPLAY, LLC



Jeff Milkes, MS, CPRP

Project Manager
Gresham, OR office



Art Thatcher, MPA, CPRP

Principal-in-Charge/Project Consultant



Robby Layton, PhD, PLA, FASLA, CPRP

Special Project Consultant



Dave Peterson, MS, PLA

GRASP® Team Leader



Caylon Vielehr

GIS Analyst

Primary Responsibilities:

- Project Management and Oversight
- Community and Stakeholder Engagement
- Demographics and Trends Analysis
- GRASP® Inventory and Level of Service Analysis
- GIS Mapping
- Operations and Maintenance Review
- SDC Analysis and Fee Methodology
- Financial Review and Funding Opportunities
- Visioning and Development of Recommendations
- Plan of Action
- Successful Development of Final Report

RRC Associates

Chris Cares

Principal

Primary Responsibilities:

- Statistically-valid Survey



Jeffrey Milkes, MS, CPRP

PROJECT MANAGER



EDUCATION:

M.S., Recreation and Resource Development, Texas A&M University, 1987

B.S., Recreation & Park Management, University of Oregon 1985

CERTIFICATIONS

Certified Park & Recreation Professional (CPRP),

National Recreation and Park Association

Graduate, Parks & Recreation Director's School, National Executive Leadership School & Supervisors Management School, National Recreation & Parks Association

Numerous presentations at NRPA Conference, Oregon Recreation and Parks Association, Washington Recreation and Parks Association, and the International Livable Cities Conference

Medal for Superior Civilian Service and the Commander's Award for Civilian Service, US Army

WORK EXPERIENCE:

Jeff is a successful parks and recreation professional with over 35 years of progressively responsible experience with municipalities, special districts, and military recreation organizations. His work has focused on leadership development, performance management, non-traditional financing opportunities, and the provision of athletic and special events. Jeff brings with him extensive experience managing aquatic and recreation facilities, sports and fitness programs, and park maintenance. He is passionate about developing community offerings with a high level of creativity and imagination. Jeff specializes in SDC and impact fee justification studies.

During his long and successful career, Jeff has served in a variety of capacities in the parks & recreation field. He worked his way up from Recreation Coordinator, Sports Director, Community Center Manager, Aquatics Facility Manager, Recreation and Parks Manager to Director of Parks & Recreation. He has delivered recreation services in small, mid-sized and large communities in Oregon and California. Jeff's professional view of the field and judgement are often seen through the unique lens of an individual who has spent over fifteen years working overseas, supporting our active duty military and their family members. He served as a Supervisory Recreation Specialist, Athletic Director and finally as Chief of Community Recreation, working on both Army and Navy bases in Germany, Korea, Guam, and Spain. Jeff earned numerous awards and medals for his service.

- Project Manager/Consultant, 2019-Present, GreenPlay, LLC
- Director, Parks & Recreation: City of Cupertino, California
- Southeast Services Manager: Portland, Oregon Parks & Recreation
- Chief, Community Recreation Division: Dept. of Army, Baumholder, Germany
- Recreation & Aquatics Manager: North Clackamas Parks Rec. Dist., Milwaukie, OR
- Supervisory Recreation Specialist: US Army & US Navy, Rota, Spain, Dededo, Guam, Taegu, Korea and Stuttgart, Germany

REPRESENTATIVE GREENPLAY PROJECT EXPERIENCE:

- Town of Fountain Hills, AZ - Community Services Parks, Trails and Recreation Master Plan
- City of Perris, CA - Parks and Recreation Master Plan
- City of Montebello, CA - Park Facilities Master Plan
- City of Umatilla, OR - Park Master Plan
- Town of Windsor, CO - Land Dedication and Development Fee Study
- City of Winnemucca, NV - Aquatic Center Feasibility Study
- Greater Vallejo Recreation District, CA - 10-Year Master Plan

REPRESENTATIVE PROJECT EXPERIENCE:

- Led a data driven operational restructuring of parks and recreation services for one of the country's premier parks agencies in Portland Oregon, serving as SE Services Manager from 2005-2016. Jeff was responsible for neighborhood engagement and policy development to bring all recreation services and parks assets in east Portland under one organization. He managed seven community centers and greater than 100 parks.
- Led the formation of one of the country's largest special events programs, developing methods of alternative financing, and offering creative events in nearly every neighborhood in Portland Oregon from 2007-2016. Jeff's efforts were recognized as a contributing factor to the City of Portland being awarded NRPA's Gold Medal as the best large parks and recreation agency in the country in 2011.



Art Thatcher, MPA, CPRP

PRINCIPAL-IN-CHARGE



EDUCATION & CERTIFICATION

Old Dominion University, Masters of Public Administration, 2005

Christopher Newport University, Bachelors of Science, 1981

Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

NRPA Director School, 2010; NRPA

School of Sports Management, 1990; NRPA

Leadership Training Institute, 2014; VRPS

The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA

LEAD, Weldon Cooper Center for Public Service (UVA), 1999

SPEAKER/PRESENTER

National Recreation & Parks Association (NRPA)

Virginia Parks and Recreation Society

California Parks and Recreation Association

Colorado Parks and Recreation Association

Maryland Parks and Recreation Association

GP RED Think Tank

Oregon Parks and Recreation Association

WORK EXPERIENCE:

Art is a Principal with GreenPlay LLC, a lecturer with GP RED, and a CPRP with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career he has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Since 2013, Art has worked with over 70 communities across the country. He is an expert in working with adventure-based communities, including those that manage beaches and waterfronts as part of their parks and recreation systems, and communities that rely on outdoor and adventure recreation as economic drivers. Art is a well-known speaker and has made presentations at NRPA, VRPS, CPRS, MRPA, ORPA, and the GP RED Think Tank. He is past President and former Chair of the Board of the Virginia Recreation and Parks Society and is currently on the Board for the Leadership Training Institute.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

REPRESENTATIVE PROJECT EXPERIENCE:

- Amherst, NY – Recreation and Parks Master Plan Update
- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Brookline, MA – Athletic Field Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Chatham County, GA – Parks and Open Space Master Plan
- Clovis, CA – Parks Master Plan
- Dublin, CA – Parks and Recreation Master Plan
- Encinitas, CA – Parks and Recreation Master Plan, & Financial Sustainability Assessment
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Greenbelt, MD – Recreation and Park Facilities Master Plan
- Hesperia Recreation and Park District, CA – Master Plan
- Maitland, FL – Parks and Recreation Master Plan
- Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan Update
- Oceanside, CA – Parks and Recreation Master Plan
- Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital & Financial Analysis
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Santa Ana, CA – Services and Financial Sustainability Assessment
- Santa Maria, CA – Parks and Recreation Needs Assessment and Action Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Signal Hill, CA – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Williamsburg, VA – Parks and Recreation Master Plan
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan



Robby Layton, PhD, PLA, FASLA, CPRP

SPECIAL PROJECT CONSULTANT



EDUCATION

Ph.D., Design
North Carolina State University
Raleigh, North Carolina

Master of Landscape
Architecture
University of Colorado-Denver
Denver, Colorado

Bachelor of Landscape
Architecture
Texas Tech University
Lubbock, Texas

CERTIFICATIONS

Registered Landscape Architect:

- California
- Colorado
- New Mexico
- North Carolina
- Oregon
- Texas
- Washington
- Wyoming

WORK EXPERIENCE

Robby was one of the original founding partners of Design Concepts, a landscape architecture firm in Lafayette, CO. Over the past 36 years, Rob's interest has always focused on how the landscape of the public realm affects the lives of people. This has led to his involvement nationally toward helping communities understand, create and manage their public spaces. As one of the primary architects of the GRASP® methodology, he is dedicated to perfecting the science and practice of measuring how the built environment affects the people who live within it. Toward that end, in 2017, he completed his PhD at North Carolina State University, where his research focused on comparing Level of Service models for greenspace with the perceived satisfaction of residents, to determine how parks and open space can be designed and managed for optimum benefit. Rob travels extensively throughout the world, involving himself with cultures and the way they create and inhabit their own landscapes. Another specialty of his is facilitating projects through the public process. Rob presents at conferences, leads workshops for communities, and writes articles on the processes he has helped develop for improving the built environment.

REPRESENTATIVE PROJECT EXPERIENCE

MASTER PLANNING

Park & Recreation Master Planning

- Arlington County, Virginia
- Asheville, North Carolina
- Brookline, Massachusetts
- Cary, North Carolina
- CapitalSpace Initiative, Washington DC
- Casa Grande, Arizona
- Charleston County, South Carolina
- Denver, Colorado
- Fort Lauderdale, Florida
- Montgomery County, Maryland
- Pearland, Texas
- Prince George's County, Maryland
- Steamboat Springs, Colorado
- UC-Boulder, Boulder, Colorado
- Wake Forest, North Carolina

Open Space Master Planning

- Longmont, Colorado
- Red Rock Canyon, Colorado
- Springs, Colorado

Statewide Comprehensive Outdoor Recreation Plan (SCORP)

- Maryland Department of Natural Resources
- State of New Mexico

Recreation Center Needs Assessment and Planning

- Alexandria, Virginia

SELECT PUBLICATIONS

**What Really Matters? The Role of
Environmental Characteristics of Nearby
Greenspace in Opinions of Park System
Adequacy and Predicting Visits to Parks**
PhD Dissertation, 2016

**Alexandria, Virginia Gets Serious About
Park and Play Space Improvements:
Optimizing Play, Creativity, Socialization,
and Nature Appreciation**
ArcNews, 2012

Close to Home
Parks & Recreation Business,
November 2016

**Cost Analysis for Improving Park Facilities
to Promote Park-Based Physical Activity**
North Carolina Cooperative Extension,
2015, with Floyd, M., Suau, L.J., Maddock,
J.E., and Bitsura-Mezzaros, K.

**Fun City: Dispelling Misperceptions About
Playgrounds and Green Spaces in Urban
Areas**
Athletic Business, December 2014,
with Penbrooke T.



Dave Peterson, MS, PLA

SPECIAL PROJECT CONSULTANT, GRASP® TEAM LEADER

EDUCATION

M.S., Exercise and Sports Science, University of Arizona, Tucson, Arizona

B.S., Landscape Architecture, Colorado State University, Fort Collins, Colorado

B.S., Education, University of Nebraska, Lincoln, Nebraska

CERTIFICATIONS

Registered Landscape Architect in Colorado (#977), 2012

CLARB Certified Landscape Architect

WORK EXPERIENCE:

Dave's leadership in the science of parks and recreation planning embraces innovative techniques for incorporating demographics data into GIS analyses and determining needs beyond traditional broad-brush allocation strategies.

Dave started his career in community development and planning but expanded to park and school design. This provided an excellent transition into park and recreation master planning. This variety of experience, as well as his diverse background in education and sports medicine make him a valuable team member.

Dave loves the latest in software and technology and is always looking for the newest computer graphic technique or process to incorporate into his projects. He also enjoys the opportunity to visit hundreds of parks each year as part of GRASP® inventory and assessment. Parks and recreation master planning and comprehensive GIS mapping using composite values methodology incorporates both detailed and broad thinking and therefore is a good match for his skills. Dave is a Registered Landscape Architect in Colorado and is a CLARB Certified Landscape Architect.

REPRESENTATIVE PROJECT EXPERIENCE:

Park & Recreation Master Planning

- Angleton, Texas
- Arlington County, Virginia
- Aurora, Colorado
- Barrington, New Hampshire
- Brookline, Massachusetts
- Bloomington, Illinois
- Cary, North Carolina
- Charleston County, South Carolina
- Cook County Forest Preserve District, River Forest, Illinois
- Commerce City, Colorado
- Corvallis, Oregon
- Denver, Colorado
- Desert Recreation District, Indio, California
- El Paso County, Colorado
- Encinitas, California
- Farmington, New Mexico
- Glendale, Arizona
- Greater Vallejo Recreation District, California
- Green Valley Ranch Metro District, Denver, Colorado
- Hampton, Virginia
- Hamilton County, Tennessee
- Henderson, Nevada
- Lakewood, Colorado
- Lathrop, California
- Littleton, Colorado
- Louisville, Colorado
- North Clackamas District, Oregon City, Oregon
- Palm Springs, California
- Pearland, Texas

- Perris, California
- Plainfield Park District, Plainfield, Illinois
- Post Falls, Idaho
- Sandpoint, Idaho
- Springfield Park District, Springfield, Illinois
- Stafford County, Virginia
- Stonecrest, Georgia
- Tualatin Hills Park and Recreation District, Beaverton, Oregon
- Tulsa, Oklahoma
- Umatilla, Oregon
- Valdez, Alaska
- Valleywide Recreation District, California
- Victorville, California
- Wake Forest, North Carolina
- Wheat Ridge, Colorado
- Wilsonville, Oregon
- Windsor, Colorado

Healthy Communities Planning

- Arlington Heights Park District, Arlington Heights, Illinois
- Liberty, Missouri
- South Bend, Indiana

Statewide Comprehensive Outdoor Recreation Plan (SCORP)

- Maryland Department of Natural Resources
- State of New Mexico

Parks Asset Inventory & Assessment

- City and County of Denver, Colorado



Caylon Vielehr

GIS ANALYST/PROJECT CONSULTANT

EDUCATION

Bachelor of Arts in Philosophy from Fort Lewis College, Durango, CO, 2015 Minor in Business Administration with strong focus in geology, GIS, natural and health sciences, accounting, and writing

Environmental Development, Agriculture Extension, and Beekeeping training at Peace Corps - The Gambia, West Africa, 2015

OVERVIEW:

Caylon has served in many roles throughout the last decade. His love for health and play have given Caylon a true appreciation for our public spaces and the role that they can play in our communal and ecological health. He applies a keen interest in geographic information science and the impacts it has on our human landscape, social justice, and equality. Through his experience in program leadership, Caylon has worked personally with diverse populations and gained valuable experience in communication and public relations. He provides a combination of technical analysis, people-oriented personality, and passion for the power that parks and recreation brings to quality of life in communities.

REPRESENTATIVE EXPERIENCE

GP RED and GreenPlay LLC (2019 to present)

- GIS Analyst compiling geographic datasets and performing inventories, data interpretation, component-based levels of service analysis, and presentation, mapping, and informative rendering of intuitive models.
- Project Consultant assisting in planning elements, demographics analysis, public relations, and community outreach.

PLANNING AND ANALYSIS PROJECTS FOR GREENPLAY

- Angleton, TX – Parks and Recreation Master Plan
- Aurora, CO – Parks, Recreation, and Open Space Strategic Plan
- Glendale, AZ – Parks and Recreation Master Plan
- Hamilton County, TN – Parks and Recreation Master Plan
- Hampton, VA – Parks and Recreation Master Plan
- Henderson, NV – Parks and Recreation Master Plan
- Holly Springs, NC – Parks, Recreation and Greenways Master Plan
- Iredell County, NC – Parks and Recreation Master Plan
- Lathrop, CA – Parks and Recreation Master Plan
- Sandpoint, ID – Parks and Recreation Master Plan
- Stonecrest, GA – Parks and Recreation Master Plan
- Umatilla, OR – Parks and Recreation Master Plan
- Valdez, AK – Parks and Recreation Master Plan
- Valley Wide, CA – Parks and Recreation Master Plan
- Victorville, CA – Parks and Recreation Master Plan

OTHER RELEVANT EXPERIENCE:

- Land Surveying and Data Acquisition - Flatirons Surveying, Boulder, CO, 10/17 – 4/19
- Environment/Agriculture Services - Peace Corps Volunteer, The Gambia, West Africa, 11/15 – 11/17
- Information Technologies Lab Technician, Fort Lewis College, Durango, CO, 1/13 – 5/15
- Professional Recreation and Outdoor Programming, Instruction, and Tour Leadership
 - Holiday River Adventures, Multiple Rivers, UT, 7/18 - current
 - Arkansas Valley Adventures, Buena Vista, CO, 5/15-9/15
 - Mountain Waters Rafting, Durango, CO, 5/14 - 8/14
 - City of Durango Parks and Recreation, CO, 5/12 - 9/12
 - City of Broomfield Parks and Recreation, CO, 2007 – 2010



RRC Associates offers services in research, planning, and economic/feasibility analysis to parks and recreation departments, local governments, public agencies, corporations and private developers. In addition, RRC has experience with a variety of specialized recreation topics and situations and frequently works with resort communities and ski area operators, trade associations, destination marketing organizations, non-profits, and others interested in recreation, tourism, and “quality of life topics.” The company is made up of a small group of professionals with extensive experience and qualifications to meet the needs and challenges of recreation-oriented organizations.

The RRC team uses proven research tools to conduct quantitative and qualitative studies to support needs assessments, master plans and other specialized evaluations. Through extensive consulting work with a variety of clients, the staff at RRC is knowledgeable about best practices, industry benchmarks, market trends, and the wide range of programs and approaches that are being used by recreation and tourism organizations throughout North America.

RRC Associates strives for a pragmatic approach that balances innovation, customization, and providing proven services at a reasonable cost. The firm takes pride in our demonstrated ability to meet a project’s time and budget requirements. Our firm’s small size permits us to offer a very personal level of service to our clients; senior members of the firm are highly involved in every project.

SERVICES OFFERED

Surveys and Market Research

- Parks, Recreation and Open Space Surveys
- Market Studies and Strategic Analysis
- Customer/User Satisfaction Surveys
- Demographic Research
- Community Surveys/Performance Evaluations
- Site Selection Research

Special Client Services

- General Consultation
- Project Team Coordination and Management
- Financial Presentation Packages
- Public Participation Workshops
- Strategic Project Positioning
- Workouts and Repositioning Strategies

Community Planning

- Parks and Recreation Program Analysis
- Housing Needs Assessments
- Population and Employment Research
- Economic Development Planning
- Economic Impact Analysis
- Fiscal Impact Analysis
- Program Development and Optimization
- Project Feasibility Analysis
- Public Processing and Approvals
- Goals and Policy Formulation

Contact: [Chris Cares, chris@rrcassociates.com](mailto:Chris.Cares@rrcassociates.com)

C. CHRIS CARES



Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications. Parks and recreation needs assessments are particular areas of specialization. Chris has overseen numerous community/citizen surveys in towns and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. The results of these studies typically become incorporated into parks and open space master plans, or other policy documents.



Professional Experience

1983 to present MANAGING DIRECTOR/FOUNDING PARTNER
RRC Associates, Boulder, CO

Representative Projects

Parks and Recreation Surveys for Master Plans and Needs Assessments:

Charleston County, SC	Waukesha, WI	Florence, AZ	Martin County, FL
Ashville, NC	Prospect Heights, IL	Littleton, CO	West Palm Beach, FL
Cary, NC	Erie County, NY	Louisville, CO	Asheville, NC
Caswell County, NC	Gloucester County, VA	State of Maryland	Colchester, VT
Leland, NC	Hunterdon County, NJ	State of New Mexico	Meridian, ID
New Hanover County, NC	Rancho Cucamonga, CA	Palm Springs, CA	Maryland-NCPPC-
Wake Forest, NC	San Diego County, CA	Pearland, TX	Prince George County, MD
Williamsburg, VA	Amherst, NY	Wilsonville, OR	Encinitas, CA
Chatham County, GA	Winchester, VA	Dunwoody, GA	San Gabriel, CA
Cedar Rapids, IA	Desert Rec. Dist., CA	Santee, CA	Keene, NH
Bella Vista Village, AR	Farmington, NM	Manassas, VA	
Fitchburg, WI	Coconino County, AZ	Tualatin Hills, OR	

Tourism and Ski Area Visitor Research (examples include National Ski Areas Association, Colorado Tourism Office, Vail Resorts, Copper Mountain, Telluride Ski and Golf Company, Crested Butte Mountain Resort, Cedar Rapids, IA)

Housing and Transportation Needs Assessments (examples include Boulder, Lafayette, Longmont and Westminster, CO; Eagle County and Town of Vail; Grand Junction, Pueblo, Weld County, CO)

Education

Master of City Planning: Harvard University, 1975
Bachelor of Arts, Political Science: University of Rochester, 1972
University of Michigan, 1971

Further Work Experience

1977-81 PLANNER/ASSOCIATE, Gage Davis Associates—Boulder, CO
Associate in charge of research studies for major destination resorts in Colorado and Utah

1976-77 PLANNER, City of Boulder—Boulder, CO

1975 PLANNER, Lincoln-Uinta Counties Planning Office—Kemmerer, WY

RELEVANT BOARD EXPERIENCE

GP RED – Research, Education and Development for Health, Recreation and Land Management – gpred.org
(currently Board President)

Breckenridge Outdoor Education Center, Breckenridge, CO – (former board member)
boec.org

5. REFERENCES

WILSONVILLE, OREGON PARKS AND RECREATION MASTER PLAN AND BOONES FERRY PARK MASTER PLAN

Reference:

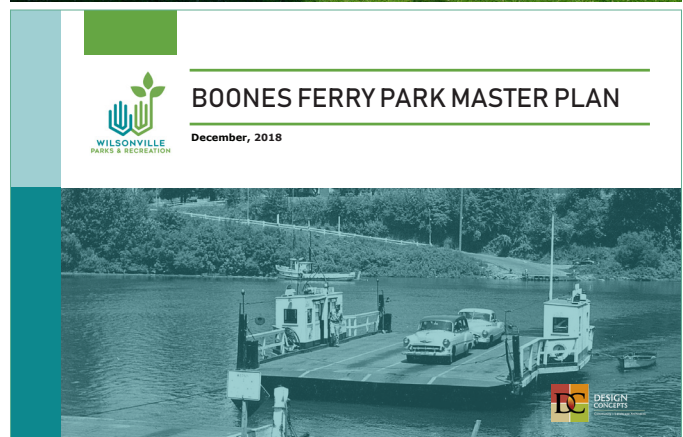
Mike McCarty, Director
29799 SW Town Center Loop East
Wilsonville, OR 97070
(503) 570-1579 | mccarty@ci.wilsonville.or.us

Project: GreenPlay worked with the City of Wilsonville to update its Parks and Recreation Master Plan, which was initially created in 2007. The City, which is located in the south Portland Metropolitan area, had experienced rapid growth since development of the previous plan. This update was intended to provide a vision for the future of parks, recreation, open space, and trails in the city, as well as recommendations for providing a high level of service in a time of rapid growth.

The City had also recently consolidated services that were previously provided by the Public Works Department and the Community Services Department into its Parks and Recreation Department. This plan allowed the City to maintain its high quality of life by developing recommendations for the parks and trails system to flourish and to be environmentally and fiscally sustainable for many years to come. The plan also established a concrete trails plan, with the goal of promoting alternative transportation and improving connectivity in the community. Our team performed public input, inventory, level of service analysis, trails analysis, and an operations and financial analysis to help the City reach its goals.

BOONES FERRY PARK MASTER PLAN

Boones Ferry Park is located where Boones Ferry Road meets the northern shore of the Willamette River. The river flows from west to east through town and was historically the site of a ferry and sternwheeler landing, with the ferry operator's home located on the north side of the river. Recent acquisition of adjacent land has expanded the size of the park from approximately 12 acres to approximately 15 acres. The purpose of this master plan was to provide an overall vision for the expanded site within the context of the entire citywide system of parks and the newly updated Parks and Recreation Comprehensive Master Plan. When implemented, the park plan will increase river access by providing new pathways to the water's edge that will meet accessibility requirements, and by opening up views of the river from key locations. It will also bring new activities to the park and upgrade existing ones while retaining the classic ambiance and character found there, along with protecting the natural areas of the site. *Team members included Design Concepts and RRC Associates.*

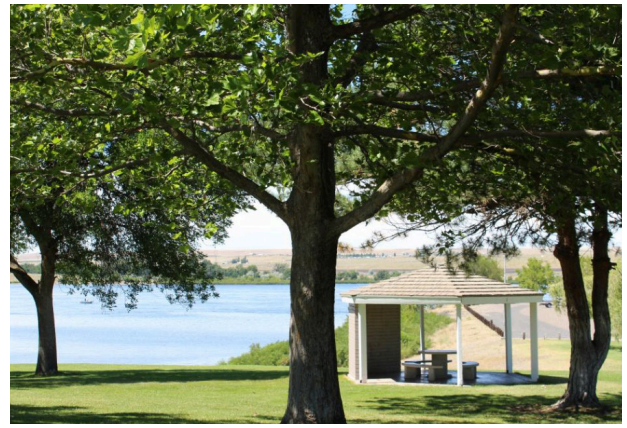


UMATILLA, OREGON PARKS MASTER PLAN

Reference:

Esmeralda Horn
Development & Recreation Manager
P.O. Box 130, Umatilla, OR 97882
(541) 922-3226, ext. 108
esmeralda@umatilla-city.org

Current Project: The City of Umatilla hired GreenPlay to assist with the development of a Parks Master Plan. The City had previously drafted a plan in January 2018, and this new plan is a continuation of that effort. The focus of this plan is on the sustainable allocation of resources over the next ten years and addressing the future need and funding for facilities and services. The master plan incorporates the opinions of citizens through stakeholder interviews, public meetings, and recent survey information, to determine desired changes and new ideas for the long term vision for the Parks and Recreation Department. The study includes an inventory and assessment of assets, prioritization of opportunities, population and growth analysis, trends analysis, level of service analysis, benchmarking of other similar towns, an organizational and staffing assessment, marketing and branding assessment, and a financial analysis.



SANDPOINT, IDAHO PARKS AND RECREATION MASTER PLAN

Reference:

Kim Woodruff
Director of Parks, Recreation, and Trails
1123 Lake St.
Sandpoint, ID 83864
(208) 263-3613 | kwoodruff@sandpointidaho.gov

Project: To help guide Sandpoint Parks and Recreation in aligning with its strategic priorities—responsive government, resilient economy, sustainable environment, vibrant culture, and livable community—this Parks and Recreation Master Plan would help direct the future of parks, recreation, trails, and open space. It built upon the many accomplishments guided by the goals and strategies set forth in the previous Master Plan.

To support and enhance a vibrant quality life, the overarching goal of the 2020 Parks and Recreation Master Plan was to create a comprehensive, system-wide vision for Sandpoint Parks and Recreation which will be environmentally and fiscally sustainable including:

1. Provide a framework for orderly and consistent planning
2. Provide a framework for acquisition and development and Capital Improvement Plan
3. Recommend efficiencies and improvements for administration of the parks and recreation resources, programs, and City of Sandpoint facilities

The Parks and Recreation Master Plan established guiding direction based on the following:

1. Vision and Value Proposition Creation
2. Resources and Core Competencies Assessment
3. Political and Community Engagement
4. Financial Forecasting

In conjunction with this system-wide planning effort, site specific master plans were developed for City Beach Park, Downtown Waterfront, War Memorial Field (which opened in the summer of 2020), and the Travers Park/ Great Northern Sports Complex.



War Memorial Field post renovation



TUALATIN HILLS PARK AND RECREATION DISTRICT COMPREHENSIVE PLAN UPDATE AND INVENTORY UPDATE

Contact:

Aisha Panas, Director of Parks and Recreation Services
15707 SW Walker Rd.
Beaverton, OR 97006
(503) 614-1215 | apanasr@thprd.org

COMPREHENSIVE PLAN UPDATE

Project: The “updated” Master Plan resulted in a System-Wide Priorities Analysis – 10 Year Plan for Growth in conjunction with and including the results of the cost recovery and service assessment phases of secondary projects. Based on previous public input, a community needs assessment survey, the Findings and Visioning workshops, and the inventory and level of service analytical maps, we identified and evaluated major opportunities for parks, trails, and open space acquisitions and established priorities and a conceptual plan for future acquisitions. In addition to identifying opportunities for new acquisition or facilities, we prioritized improvements to existing parks, trails, open space, and recreation facilities. We identified short-term (within five years) and longer-term (five-ten years) capital improvement priorities as well as recommendations for improving the effectiveness and efficiencies of operations. *Team members included Design Concepts and RRC Associates.*

INVENTORY UPDATE

Project: In 2013, the GreenPlay consultant team updated the Tualatin Hills Park & Recreation District (THPRD) Comprehensive Plan resulting in a System-Wide Priorities Analysis – 10 Year Plan for Growth. The Comprehensive Plan identified major opportunities for parks, trails, and open space improvements and acquisitions. Short-term (within five years) and long-term (5-10 years) capital improvement priorities were identified, as well as recommendations for improving the effectiveness and efficiencies of THPRD operations. THPRD had approximately 145 sites that were excluded from the 2013 Comprehensive Plan update. The District requested that these sites be evaluated and included in the inventory and level of service analysis for the 2013 plan. This report follows the process of inventorying and analyzing for the additional sites and was presented as an Addendum to the original 2013 THPRD Comprehensive Plan Update. *Team members included Design Concepts.*



**REDMOND AREA PARK AND RECREATION
DISTRICT, OREGON
COMMUNITY RECREATION CENTER
FEASIBILITY STUDY**

Reference:

Katie Hammer, Executive Director
465 SW Rimrock Dr.
Redmond, OR 97756
(541) 548-7275
katie.hammer@raprd.org

Project: This plan provided recommendations which help determine how the Redmond Area Park and Recreation District can meet identified needs while maintaining the level of access and affordability District residents have come to expect. The Redmond Area Park and Recreation District looked at the feasibility of developing a community recreation center to expand facilities and add programming to address unmet needs in the community.

The purpose of this study was to determine the appropriate mix of programs and amenities at the new center, to determine the costs associated with building the center, to determine the staffing needed, operating and maintenance costs, and potential cost recovery. Several sites were analyzed to determine the best location for the new center.

To complete this project, GreenPlay, along with Opsis Architecture, engaged the community to determine gaps in programming and service needs, create a market analysis of the center's service area, and determine potential conceptual capital and operating costs associated with the facility. To help build and maintain the center, our team evaluated traditional and alternative funding opportunities, and potential avenues for recovering costs.



RAPRD
Redmond Area Park and Recreation District
"Always Ready To Play..."

CITY OF POST FALLS, IDAHO, PARKS AND RECREATION MASTER PLAN

Reference:

David Fair, Director
408 N. Spokane St.
Post Falls, ID 83854
dfair@postfallsidaho.org | (208) 292-2324

Project: GreenPlay was retained by the City of Post Falls, Idaho, to create a Parks and Recreation Master Plan. The system-wide master plan would guide development, maintenance, and financial stability of the City's system over the next 5, 10, and 20 years. The project included an inventory of all existing parks and recreation programs, an active public participation process, a statistically valid survey, a comprehensive needs assessment and funding implementation plan, and development of recommendations. *Team members included Verdis, Design Concepts, and RRC Associates.*

CITY OF POST FALLS, IDAHO, PARKS AND RECREATION MASTER PLAN UPDATE

Project: We are currently working with the City of Post Falls to update the 2012 Parks and Recreation Master Plan. This plan will provide actionable recommendations that will hold the Department accountable for their implementation. It will also include a series of recommendations with alternates based on what the City can do if the recommended funding is not available. The project team is updating the inventory and level of service analysis, conducting community and stakeholder engagement and updating the financial and operational analysis. *Team members include BWA and RRC Associates.*



6. LIST OF EXCEPTIONS

We have no exceptions.

7. FEE

TASKS	GreenPlay	RRC	Total
TASK A: Strategic Kick-Off, and Determination of Critical Success Factors	\$4,200	\$500	\$4,700
TASK B: Community and Stakeholder Engagement	\$26,250	\$16,500	\$42,750
TASK C: Inventory and Resource Mapping	\$33,338	\$0	\$33,338
TASK D: Systems Development Charges Assessment	\$7,350	\$0	\$7,350
TASK E: Operations and Management Assessment	\$10,238	\$0	\$10,238
TASK F: Recommendations and Estimated Costs	\$26,513	\$500	\$27,013
TASK G: Priority Needs	\$2,888	\$0	\$2,888
TASK H: Draft and Final Plans, Presentations and Deliverables	\$21,224	\$500	\$21,724
Totals	\$131,999	\$18,000	\$149,999

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to Borough requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.

ATTACHMENT A: CANBY, OR PARK AND RECREATION MASTER PLAN GREENPLAY SCOPE, SCHEDULE, AND BUDGET

A. PROJECT COORDINATION, STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Following the award of contract, GreenPlay will provide a scoping call with the City, our Project Manager and our Principal-in-Charge at no additional charge. On this call, we will discuss the final scope and schedule and prepare your team for the Strategic Kick Off.

We will then provide a Detailed Work Plan for discussion at a Strategic Kick-Off (SKO) meeting with the City's project team. We will review the details of the work plan and formalize the timeline and tasks for your project.

Project Coordination

- We will work closely with your team during SKO to identify key "Critical Success Factors" that will help to ensure that all relevant unique aspects of the City are addressed.
- We will supply written Monthly Progress Reports that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency to our projects. We will always be available for phone or email communication.
- Project team progress meetings will be formally held as often as necessary, but in no case less than monthly, with project updates via email or phone to your Project Manager until the final plan is approved by the City Council.
- We will supply the City Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the plan.
- We will provide up-to-date information for posting on the City's website and/or an independent project website for review of progress by stakeholders and the public.

Integration with Existing Plans

As part of the information gathering phase, we will integrate information from other recent and current planning work, including:

- 2002 Parks and Recreation Plan
- 2013 System Development Charges (SDC) Methodology
- Current Comprehensive and Strategic Plans
- Regional Master Plans
- Budgets, work plans, and funding plans utilized by the City to facilitate the comprehensive coordination of direction and recommendations
- Documents related to City Council adoption of the Park Maintenance Fee

B. PUBLIC ASSESSMENT

We know that the City believes that public engagement and involvement is a critical component of the Master Planning Process, and we agree. Our team believes in creating an in-depth, efficient, and cost-effective citizen-focused community process throughout all public agency management and planning. We will build upon previous work to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback – both as information and engagement for buy-in and outcomes.

Engagement Methodologies

We tailor engagement strategies to meet the specific needs of your project, and the final process is determined during the Strategic Kick Off meeting. We will provide well-organized and directed activities, techniques, and formats that will ensure a positive, open, and proactive public participation process.

We will work with your team during SKO to determine which of these methods may be most effective for engaging your community.

GreenPlay will facilitate Citizen Outreach and Stakeholder Engagement Meetings to determine the needs of the residents and to allow the project team to communicate with residents, user groups, associations, civic associations, diverse community members, and key community representatives. Preliminary Key Stakeholders may include residents, representatives, and staff from your community; members of the Parks and Recreation Advisory Board, City Council members; Public Works Department staff; and other City groups as necessary; neighborhood associations; other affected community and government agencies; and selected alternative providers, partners, and special interest groups from in and around your community.

We use both qualitative and quantitative assessment tools, and all input tools will help build consensus and agreement on the plan and provide information for decision making to the City Council. Based on previous successes, the following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the plan's development and is recommended for this project.

The public participation process will be customized to the City of Canby's unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible.

- **Initial Information Gathering:** Collection of as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, etc.
- **Focus Group Meetings:** A minimum of three (3) focus groups, drawing from user individuals and groups, sports groups, advisory boards, community associations, other service providers (public, private and non-profit, etc.), and primary stakeholders such as youth; adults; seniors; other recreational, historic, and tourism providers; citizens with disabilities for inclusive programs; school officials; Steering Committee members; Parks and Recreation Advisory Board members; and other stakeholders, as mutually determined.

- **Stakeholder Interviews:** During onsite visits and as appropriate (a minimum of three [3] meetings), we will meet with and/or have phone conversations with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, important non-profits, etc.).
- **Public Community Meetings with the Park Board** (minimum of 3)
 - One meeting during the information gathering portion of the project that will provide an introduction to the project (i.e., purpose, scope, expected outcomes) and an opportunity to offer input about the desires and needs of the community.
 - One to present the findings of the updated needs assessment (i.e., community engagement results, inventory results, areas of focus for the recommendations) and an opportunity to participate in visioning and to provide comments about the information presented.
 - One to present the Draft Plan
- **Steering Committee Meetings** will be held as needed, but we will conduct a minimum of 3. We will work hand-in-hand with the Steering Committee, made up of the nine members of the Parks and Recreation Advisory Board in each step of the master planning process. The Project Manager will discuss key issues, individually and collectively, respecting Oregon's public meeting laws.

GreenPlay Provides MOE

GreenPlay offers even more ways to reach your community through Mobile-Optimized Engagement (MOE). These innovative strategies help solve one of the most common reasons people don't attend meetings – lack of time. In addition, these tools capitalize on reaching 81% of Americans of all demographics in the most convenient manner, to which they have access throughout the day – their smartphone.

Now, your community members don't have to come to a public meeting. We recognize that not everyone would prefer (or have access to) technology, and we love our in-person contacts, but many community members are accustomed to doing things online. They can participate comfortably wherever they are. This allows us to engage additional people who typically won't come to public meetings – those with kids, lack of transportation, demanding schedules, or many other reasons, and we can solicit their opinion and involvement in a new way. We have successfully conducted virtual engagement on similar projects, so there is no learning curve.

The following methods and tools can be customized for your situation:

- **Online Public Meeting:** We can schedule an online public meeting so that anyone who is not able to attend in-person can participate through an online engagement tool called Zoom. The online meeting is facilitated in a way that informs and engages participants by inviting feedback through chat features and informal polling. Participants receive a link and the time, and a recording of the meeting can be distributed and posted after the event.
- **Public Meeting Livestream:** During one of our on-site public meetings, for an additional fee, GreenPlay can livestream the meeting using either Facebook Live or Zoom. Using the chat feature, participants can ask questions and provide feedback. Typically, livestreams do not require registration, and the date/time of the event is advertised prior to the meeting.

Statistically-Valid Survey

GreenPlay is a strong proponent of including surveys as part of all planning projects to most accurately reflect the quantitative needs of a community. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically-valid survey is the only defensible mechanism that provides feedback from NON-USERS, who are most likely taxpayers.

We will work with RRC Associates (RRC), an experienced survey firm that has completed over 100 similar projects with GreenPlay, to create a geographically diverse survey to be mailed to a representative sample of households within the City of Canby. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts.

Citizens will be given the option of either completing the mailed survey form or accessing the survey online using an individual passcode (included in the mailed survey) assigned to each household. We frequently use this technique, finding it to be effective in maintaining the random sample while also increasing response opportunities.

Questions will be drafted based on information gathered throughout the public involvement process as well as from staff, community leaders, and steering committee input. We would ask questions about what types of programs, facilities, and services residents want in their parks, trails, and recreation system, level of current usage, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of City-operated parks, trails, and recreation. These questions would be supplemented with questions about specific, identified community issues, as deemed appropriate.

RRC will create a survey of five pages in length (including cover letter). To help improve response rates, we also anticipate that the City would assist with marketing and creating public awareness of the survey through media and other channels, such as local newspaper, radio, cable TV, City web site, etc.

To potentially increase responses for analysis, we would also create an “open-link” web-based version of the survey for anyone who would like to provide feedback who did not receive the random/online survey invitation in the mail (if desired). These results would be coded separately to control for statistical-validity and sub-analysis.

The Project Manager will work with you to determine how best to report the survey data - by neighborhood, age, diversity, or other demographics, etc.

C. EXISTING CONDITIONS

Inventory and Level of Service Analysis

Our team will compile a GIS inventory of your system using information that is already available as a starting point. We will supplement your available data set and compile a component-based GIS inventory. We will integrate the parks, recreation, open space, and trails information into one detailed, dynamic geo-spatial data set for the City’s use going forward.

Component-Based Methodology (CBM)

Level of Service Analysis - *An Improved Approach!*

GRASP® Methodology

(Geo-Referenced Amenities Standards Process)

Building on innovations in GIS and other technologies, many parks and recreation agencies are now choosing to move beyond the traditional capacity-style and basic GIS mapping into a Component-Based Method (CBM) for inventory and level of services analysis.

GRASP® analysis will enable us to:

- Determine current level of service and where improvements can be made based on walkability, quantity, and quality of parks, trails, and open space facilities and amenities.
- Identify precise gaps and opportunities for location of future development of specific components, beyond just park land needs.
- Provide information for prioritization of these identified gap areas based on quantified demographics and social equity variables.

We have adapted and built upon previous traditional capacity based level of service (LOS) practices to create an improved approach. GreenPlay team members have worked with researchers since 2001 to create, test, and efficiently provide these services. We call our proprietary and trademarked version of the process GRASP®. GreenPlay team members were also invited researchers involved with the creation of the initial NRPA GIS and Attributes Standards Task Force. GreenPlay was one of the first firms in the country to apply this type of analysis to open space and trails attributes and characteristics.

The available capacity-style approach will be enhanced with on-site component data collection and analysis to create a complete dataset and determine current conditions for:

- Quantity of all relevant system components.
- Quality of components (3 point scaling along with aesthetic attributes).
- Functionality of components for their intended purpose for this plan lifecycle.

GRASP® analysis builds upon the traditional capacity analysis, but is unique in its ability to analyze both the quantity (capacity) and quality of individual components of an entire system. These include traditional parks assets such as playgrounds, ballfields, pools, and courts, but also includes specialty components, such as trails, waterfront access, disk golf, dog parks, plazas, art, natural areas, shelters, pickleball courts, and centers that have not been previously included in capacity analysis, but provide important community services.

The process has been developed to provide detailed customized analyses of your system based on the unique assets of your community, to determine how effectively the current system is serving residents and visitors.

With GRASP® analysis, we can also add more analysis on specific components, alternative providers, and programmatic locations beyond the basic parcel analysis. Specific Perspective Analyses will be determined based on project key issues, and may include detailed heat mapping, population density comparisons, area sub-analysis, comparative charts of scoring, programmatic analysis, and/or evaluation of specific key components that may be priorities for analysis at this point in time.

We will collect and classify park components. Using this predetermined list allows us to compare the City of Canby to other agencies who have completed the GRASP® system and allows for a very efficient and budget minded inventory process. We are happy to share a complete list of GRASP® components in advance if requested.

By combining these metrics with demographics information and findings from the survey, public engagement, and other tasks, we will tailor our deliverables to target issues, needs, and community goals specific to the City.

Conditions Assessment

We will create individual park profiles that graphically illustrate conditions in each park.

Demographics and Population Projections

To provide insight into the potential market for the City's parks, trails, and recreation programs and services, we will conduct a demographic analysis and market profile of the City of Canby and the surrounding area.

Our team will utilize all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. We will work directly with your leadership to help document growth and redevelopment areas and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for land acquisition, development, and regional planning.

Trends Analysis

Strategic trends analysis will consider demographic shifts and their impact on future parks, trails, and recreation provisions. This analysis will also identify interest and participation levels for a variety of activities, assess how services are provided through both administrative and planning trends, including technology and customer service.

This process includes strategic analysis of local, state, and national best practices, along with what is new in the field of parks, trails, open space, and recreation.

Facility and Asset Gaps Analysis

We will analyze the information on usage, needs, desires, operations, maintenance, land use trends, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends. We will include programs and amenities offered by alternative providers into this analysis. We will also inventory recreation programs and identify gaps in programming.

D. SYSTEMS DEVELOPMENT CHARGES (SDC) ASSESSMENT

We will review and recommend potential changes to the City's System Development Charges (SDC) Methodology. Information from the master planning process will be used to analyze these development impact fees. We will:

- Review of existing fees and cash analysis to identify funding gap
- Recommend potential options for residential, commercial and industrial SDC fees
- Comparative analysis to four local cities and two others of their choosing (perhaps Wilsonville, Oregon City, Woodburn, Salem, Sherwood, Gladstone, or others)

- Recommend independent fees by park classifications including open space and trails
- Review and recommendation of potential escalators to use to ensure SDC methodology remains relevant to ensure “growth pays its proportional share” into the future
- Identify traditional and alternative funding opportunities that help to inform a new SDC fee
- Coordination with the development community in Canby and the surrounding area to inform and collaborate

Analysis

GreenPlay will provide analysis of available information in order to provide calculations for justifiable fee recommendations. This will include a discussion with the City regarding the definition and objectives to determine how they would be addressed; discussion of key recreation facilities and options; cost of improvements; and proportionate shares of costs to be included in the calculations.

E. OPERATIONS AND MANAGEMENT ASSESSMENT

Organizational Analysis

GreenPlay will broadly assess the operational and management structure of the Public Works Department and staffing to determine effectiveness and efficiency in meeting current and future divisional responsibilities as related to the community’s needs. The needs assessment – including input from staff interviews, community and key stakeholder engagement, and level of service analysis, along with our expertise – will identify areas for enhancement including staffing, customer service, maintenance, communications, as well as operational efficiencies.

Operations and Maintenance Assessment

GreenPlay will conduct a review of existing park, recreation, and open space operations and maintenance practices and an analysis of staffing structures in relation to community expectations and industry “best practices” (including environmental sensitivity). The review will consist of staff interviews, review of operations manuals, budgets, and policies, and site visits. Our staff will lead a collaborative session with department staff, identifying key park maintenance operations issues and potential solutions to determine appropriate service levels for each asset classification. GreenPlay consultants will place a focus on the ability to serve a growing system, sustainable operations, and options for improving park maintenance levels and efficiencies. We will base this analysis on current best practices and our knowledge of peer agencies with comparable demographics.

F. RECOMMENDATIONS FOR THE FUTURE AND ESTIMATED COSTS

Present and Projected Fiscal Resources

We realize that recommendations mean nothing without examining the financial resources necessary to move forward. We will consider the implications and possibilities at all stages. GreenPlay will conduct an overview analysis of existing funding to understand how the City is meeting current needs and, based on recommended improvements (locations, future programs, upgrades and infill opportunities), determine if current funding sources are sufficient for both capital and operational costs. This task will include analysis of the Park Maintenance Fee. We will identify in maintenance funding and options for closing any future gap

Based on the strategic recommendations that arise out of the needs assessment, we will identify probable operating, maintenance, and capital costs and recommendations for potential funding sources and mechanisms for the next ten (10) years.

Cost Recovery and Resource Allocation

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of “how much taxpayer subsidy is enough?” or “where should the resources go?”

GreenPlay has established and improved the “Pyramid” methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation.

We currently teach implementation and use of this straightforward but innovative methodology at conferences, and also train agencies and universities in this methodology. It is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the financial sustainability of the City’s parks and recreation system from both operational and capital funding aspects. As part of your project, we will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making.

Note: A full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in a master planning project, but can be facilitated separately or concurrently for an additional fee, if this is determined to be a key focus area.

Alternative Funding and Partnerships

GreenPlay brings extensive experience in evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, and/or partnerships. Our Project Team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. Note that this task does not include procurement of alternative funding, but this can be addressed separately if desired.

Findings Compilation, Validation, and Visioning

GreenPlay team consultants will compile initial findings from the inventory, demographics, and needs assessments and will prepare a summary Findings Presentation for staff, decision makers, stakeholders, and the public to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Key Issues Analysis Matrix

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help the City determine progress on goals set forth in the plan and will serve as a basis for plan updates in the future.

Visioning Strategies Development Workshop

We will fully analyze identified findings to create implementable recommendations for your future. We want to be respectful of the staff's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings.

We also want to engage all interested members and key stakeholders in determining future vision and action plan steps for the City's parks, trails, and recreation needs.

Following review of the Findings, we will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications. This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of parks, trails, and open space, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

G. PRIORITY NEEDS AND HOW THEY WILL BE FINANCED

Capital Improvement List and Development Guidelines

Based on the analysis completed during this project GreenPlay will develop a well-designed, feasible, and justified list of capital improvements. We will:

- Prioritize recommendations for needs regarding land acquisition, and the development of parks, trails, and open spaces for the next 10 years.
- Develop a set of prioritized recommendations for maintenance and renovation of all parks and trails.
- If needed, provide schematic designs for specific parks improvements.
- Recommend any policy changes and develop or modify design standards.
- Develop or modify design guidelines for future parks, trails, and recreation facilities, and an assessment on potential impacts on existing open space.
- Include accompanying cost estimates for list of priorities, based upon capital projects to help the City realize various portions of the Master Plan Implementation including:
 - I. Capital Improvement List
 - II. Project Prioritization Criteria
 - III. Implementation Steps
 - IV. Funding Strategy

H. DRAFT AND FINAL PLANS, PRESENTATIONS AND DELIVERABLES

The GreenPlay team will summarize and synthesize all research and stakeholder input, and develop recommendations and priorities into a Draft Plan. We will work with the project team to prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and potential budgetary realities. The product of this task will be a set of recommendations phased into immediate, near-term, and long-term timeframes that address goals and action strategies.

Draft Plan and Action Plan

Based on the outline and details of the recommendations and a summary of all tasks performed, we will create a well-written and concise draft Parks Master Plan, and System Development Charges (SDC) Methodology updates. The Action Plan will include recommendations in 5, 10, and 10+ year increments. We will identify the respective courses of action necessary to implement the strategic plan.

Final Master Plan and Deliverables

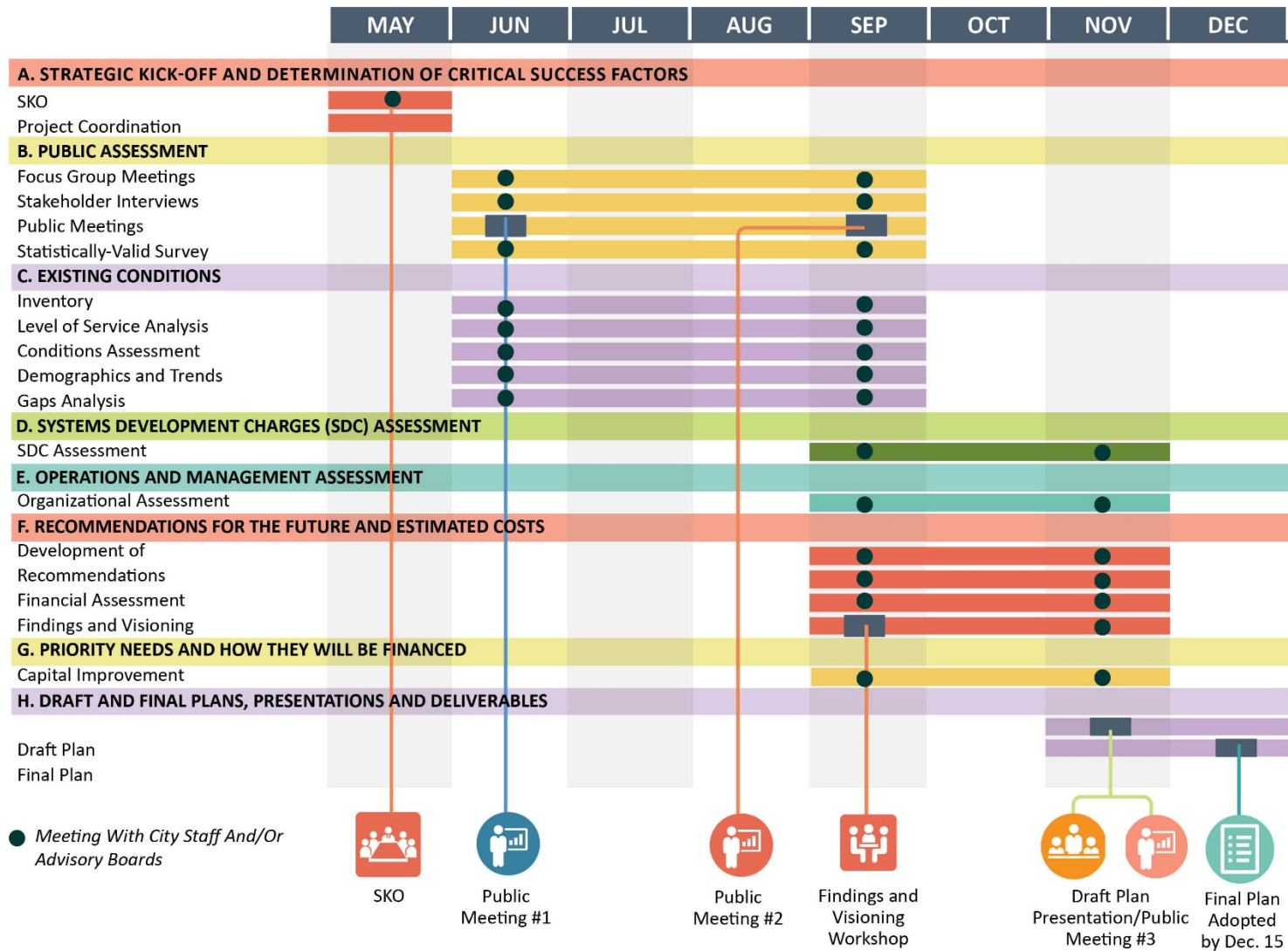
Relevant comments on the drafts will be incorporated into your Final Plans, and as necessary, we will assist in guiding the Plans through the formal adoption process, including review and recommendation by the City Council.

Deliverables for the final Master Plan and the System Development Charges (SDC) Methodology update

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- A detailed work plan.
- One (1) hard copy of the Draft Plan shall be provided for distribution and review plus one (1) electronic copy compatible with the City's software.
- Appropriate written materials and graphics (maps, slides, power point presentations, etc.) shall be provided for public presentations.
- All final maps in PDF and ARC GIS Format
- One (1) hard copy of the Final Plan shall be provided along with one (1) electronic copy compatible with the City's software.

SCHEDULE/TIMELINE



TASKS	GreenPlay	RRC	Total
TASK A: Strategic Kick-Off, and Determination of Critical Success Factors	\$4,200	\$500	\$4,700
TASK B: Community and Stakeholder Engagement	\$26,250	\$16,500	\$42,750
TASK C: Inventory and Resource Mapping	\$33,338	\$0	\$33,338
TASK D: Systems Development Charges Assessment	\$7,350	\$0	\$7,350
TASK E: Operations and Management Assessment	\$10,238	\$0	\$10,238
TASK F: Recommendations and Estimated Costs	\$26,513	\$500	\$27,013
TASK G: Priority Needs	\$2,888	\$0	\$2,888
TASK H: Draft and Final Plans, Presentations and Deliverables	\$21,224	\$500	\$21,724
Totals	\$131,999	\$18,000	\$149,999

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys) or Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month.

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GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.

ORDINANCE NO. 1548

AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH GREENPLAY, LLC TO PREPARE A PARKS AND RECREATION MASTER PLAN AND PARKS SYSTEM DEVELOPMENT CHARGE METHODOLOGY UPDATE.

WHEREAS, the City of Canby funds, constructs, and operates a wide variety of parks, open spaces, and recreational amenities for use by the public; and

WHEREAS, the City's current Parks and Recreation Master Plan was adopted in 2002 and the City's Parks System Development Charge (SDC) Methodology was last updated in 2013; and

WHEREAS, these documents no longer reflect the current needs of Canby residents and no longer provide City Staff with the adequate mechanisms to fund City park projects in a timely manner; and

WHEREAS, a Parks Master Plan Update was identified in the five-year Capital Improvement Plan that is a component part of the City's adopted Fiscal Year 2020-2021 Budget; and

WHEREAS, City Staff circulated a request for proposals (RFP) between January 18, 2021 and February 18, 2021, soliciting consultant proposals to prepare a Parks and Recreation Master Plan and SDC Methodology Update; and

WHEREAS, evaluation of the submitted proposals based on the scoring criteria matrix identified in the RFP resulted in GreenPlay, LLC receiving the highest average score; and

WHEREAS, the consultant proposal submitted to the City by GreenPlay, LLC includes a not-to-exceed budget of \$149,999, which is below the maximum budget of \$150,000 specified in the RFP; and

WHEREAS, the City Council concurs with Staff's recommendation to prepare a Parks and Recreation Master Plan and Parks SDC Methodology Update and finds that execution of the proposed consultant contract would be in the best interest of the City; therefore

THE CANBY CITY COUNCIL ORDAINS AS FOLLOWS:

- (1) The City Administrator is hereby authorized and directed to execute a contract with GreenPlay, LLC for consultant services to prepare a City-wide Parks and Recreation Master Plan and Parks SDC Methodology Update for the not-to-exceed amount of \$149,999;

SUBMITTED to the Council and read the first time at a regular meeting thereof on April 7, 2021, ordered posted in three (3) public and conspicuous places in the City for a period of five (5) days, as authorized by the Canby City Charter; and to come up for final reading and action by the Canby City Council at a regular meeting thereof on April 21, 2021, commencing after the hour of 7:30 p.m., in the Council Chambers located at 220 NE 2nd Avenue, Canby, Oregon.

Melissa Bisset

Melissa Bisset, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on April 21, 2021 by the following vote:

YEAS _____ NAYS _____

Brian Hodson, Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of April, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1548 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 15th day of April, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 21st day of April, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 15th day of April, 2021.

Valerie L. Kraxberger
Notary Public for Oregon
My Commission Expires: June 19, 2023



CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 SW HAMPTON, SUITE 210
PORTLAND, OR 97223

To: Honorable Mayor and City Council
CITY OF CANBY
ATTN: Mr. Scott Archer, City Administrator

FROM: Hassan Ibrahim, P.E.
CURRAN-McLEOD, INC.

DATE: April 7, 2021

ISSUE: 2021 CANBY STREET MAINTENANCE
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1547

SYNOPSIS: On April 6, 2021, the City of Canby solicited and received four (4) bids for the 2021 Street Maintenance. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1547 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$1,055,260.00 for the 2021 Canby Street Maintenance.

RATIONALE:

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. All three bidders substantially complied with the bidding requirements and without any deviations and were deemed to be responsible and responsive, with Eagle-Elsner, Inc. submitting the low responsible and responsive bid.

The City finance Department has confirmed that available funds are available to cover the contract amount.

BACKGROUND:

This project is part of the Street Maintenance Program funded through the street maintenance fee. It is a continuation of the annual street maintenance program based on the Pavement Condition Index survey. The funding source is limited to maintenance of the existing street network.

Honorable Mayor & City Council
April 7, 2021
Page 2

FISCAL IMPACT:

Attached are Ordinance 1547 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the bid amount of \$1,055,260.00. This contract is within the available budget of the 2020- 2021 fiscal-year and should not pose a funding problem as all of the improvements have dedicated funding.

ENCLOSURES:

- Ordinance Number 1547
- Construction Contract
- Bid Tabulation
- Recommendation of Award

cc: Mr. Jerry Nelzen, Interim Public Works Director
Ms. Melissa Bisset, City Recorder

ORDINANCE NO. 1547

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE- ELSNER, INC. IN THE AMOUNT OF \$1,055,260.00 FOR CONSTRUCTION OF THE 2021 STREET MAINTENANCE.

WHEREAS, the City of Canby has heretofore advertised and received four (4) bids for the 2021 Street Maintenance; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 17, 2021; and

WHEREAS, bids were received and opened on April 6, 2021 at 2:00 pm via zoom meeting and the bids were read aloud:

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost for each of the four (4) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,055,260.00
2.	S-2 Contractors, Inc.	\$1,080,873.50
3.	Knife River Corporation, Northwest	\$1,329,855.00
4.	Pacific Excavation, Inc.	\$1,435,000.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, April 21, 2021, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.; now therefore

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Eagle-Elsner, Inc. for the 2021 Street Maintenance in the amount of \$1,055,260.00. A copy of the contract with, Eagle-Elsner, Inc. is attached hereto and incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 21, 2021; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 5, 2021, after the hour of 7:30 pm at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of May 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson, Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

CITY OF CANBY

2021 Street Maintenance

Bid Date: Tuesday, April 6, 2021, @ 2 PM

Bid Date: Tuesday, April 6, 2021, @ 2 PM				1		2		3		4	
BID TABULATION				Eagle-Elsner		S-2 Contractors		Knife River		Pacific Excavation	
Basic Bid Items:				Units		Unit / Total		Unit / Total		Unit / Total	
A. Site Preparation											
A.1	Mobilization, including all labor, equipment, material to complete the work as listed in the basic bid schedule and contract special requirements, miscellaneous start-up costs, equipment move-in, all associated costs for mobilization and demobilization, traffic control, temporary pedestrian access route, public notifications, final site restoration, incidental grading and landscaping, clean up, all bonding and insurance costs items listed in G.1 through G.10 of the Special Requirements.	1	LS	\$	158,000.00	\$	61,000.00	\$	146,890.85	\$	288,747.75
					\$	158,000.00	\$	61,000.00	\$	146,890.85	\$
A.2	1/2" Asphalt Concrete Pavement Pre-level, including all labor, equipment, material and installation.	100	Tons	\$	83.00	\$	150.00	\$	108.70	\$	100.00
					\$	8,300.00	\$	15,000.00	\$	10,870.00	\$
A.3	2" Thick, One Lift, 1/2" Asphalt Concrete Pavement Overlay, including all labor, equipment, material tack coat, placement and sand seal joints.	3,200	Tons	\$	72.00	\$	86.00	\$	81.64	\$	88.00
					\$	230,400.00	\$	275,200.00	\$	261,248.00	\$
A.4	4" Thick, Two Lifts, 1/2" Asphalt Concrete Pavement (S. Redwood St.), including all labor, equipment, material tack coat, placement and sand seal joints.	2,800	Tons	\$	73.00	\$	86.00	\$	91.63	\$	89.00
					\$	204,400.00	\$	240,800.00	\$	256,564.00	\$
A.5	Grind Existing Pavement (S. Redwood St.), 3"-4" Max Depth, including all labor, equipment, material and disposal of excess pavement material.	12,225	SY	\$	2.90	\$	2.50	\$	3.56	\$	5.25
					\$	35,452.50	\$	30,562.50	\$	43,521.00	\$
A.6	Restore Existing Traffic Signal Detector Loops and Rewiring to Junction Boxes / Signal Cabinet, including all labor, equipment, material and coordination with Clackamas County on installing temporary signal timer if necessary or any other acceptable mechanism for maintaining complete signal operation.	1	LS	\$	15,000.00	\$	18,000.00	\$	15,985.00	\$	21,000.00
					\$	15,000.00	\$	18,000.00	\$	15,985.00	\$
A.7	Rototill 6% In-Place Cement Treated Base Mixture (S. Redwood St.), 12" Depth into Sub-Base, including all labor, equipment, material, placement, grading and compacting.	12,225	SY	\$	7.00	\$	9.00	\$	19.80	\$	10.25
					\$	85,575.00	\$	110,025.00	\$	242,055.00	\$
A.8	Grind Existing Pavement (6' Wide Panel along Gutter (Berg Pkwy & SW 13th Ave), 0"-2" Max Depth, including all labor, equipment, material and disposal of excess pavement material.	11,000	LF	\$	1.40	\$	1.50	\$	1.83	\$	4.50
					\$	15,400.00	\$	16,500.00	\$	20,130.00	\$
A.9	Grind Existing pavement (NW 2nd Ave, 2" Max Depth), including all labor, equipment, material, and disposal of excess pavement material.	667	SY	\$	7.50	\$	8.00	\$	8.45	\$	9.25
					\$	5,002.50	\$	5,336.00	\$	5,636.15	\$
A.10	Existing Pavement Removal (NW 2nd Ave, 2" Max Depth), including all labor, equipment, material, and disposal of excess pavement material.	600	SY	\$	6.00	\$	8.00	\$	11.40	\$	8.50
					\$	3,600.00	\$	4,800.00	\$	6,840.00	\$
A.11	Grind Existing Cracked/Alligated Asphalt Pavement (Berg Pkwy/SW 13th Ave) 4" Wide at 2" Depth, including all labor, equipment, material, removal and disposal of existing pavement, placement 2" thick of 1/2" Asphalt Concrete pavement (ACP), ACP will be paid under bid item A.3.	2,000	LF	\$	5.00	\$	5.00	\$	5.60	\$	9.00
					\$	10,000.00	\$	10,000.00	\$	11,200.00	\$
A.12	Asphalt Reconstruction (Berk Pkwy / SW 13th Ave), including all labor, equipment, material, AC Sawcut, excavation, disposal of existing pavement and unsuitable material, placement of 12" of compacted Crushed Rock, placement 4" thick of 1/2" Asphalt Concrete pavement (ACP) (ACP will be paid under bid item A.4), and sand seal joints.	1,200	SY	\$	55.00	\$	54.00	\$	60.50	\$	53.00
					\$	66,000.00	\$	64,800.00	\$	72,600.00	\$
A.13	Truncated Dome Detectable Warning Cast-In-Place Mat, including all labor, equipment, material, and installation.	32	Ea.	\$	270.00	\$	350.00	\$	610.00	\$	285.00
					\$	8,640.00	\$	11,200.00	\$	19,520.00	\$
A.14	Concrete Curb Type "C" at the front of the ADA Ramp, including all labor, equipment, material, sawcut concrete, remove existing curb, dispose excess material off-site, grade and place 2" of 3/4"-0" Crushed Rock, compact and pour new curb.	850	LF	\$	69.00	\$	50.00	\$	39.00	\$	58.00
					\$	58,650.00	\$	42,500.00	\$	33,150.00	\$
A.15	Concrete Short Curb Type "C" at the back of the ADA Ramp, including all labor, equipment, material, sawcut concrete, remove existing curb, dispose excess material off-site, grade and place 2" of 3/4"-0" Crushed Rock, compact and pour new curb.	525	LF	\$	37.00	\$	50.00	\$	23.50	\$	56.50
					\$	19,425.00	\$	26,250.00	\$	12,337.50	\$
A.16	4" Concrete Sidewalk, including all labor, equipment, material, remove the existing vegetation in the islands on Township Rd. at S. Pine St. and S. LaPine St., sawcut concrete, remove existing sidewalk at existing ADA ramps, dispose excess material off-site, grade and place 2" of 3/4"-0" Crushed Rock, compact and pour new sidewalk.	475	SY	\$	165.00	\$	180.00	\$	240.50	\$	215.50
					\$	78,375.00	\$	85,500.00	\$	114,237.50	\$
A.17	4" Wide White or Yellow Thermoplastic Stripe, including all labor, equipment, material, and installation. All material to be thermoplastic (installed complete, including layout in the field).	15,000	LF	\$	0.70	\$	0.85	\$	0.77	\$	0.75
					\$	10,500.00	\$	12,750.00	\$	11,550.00	\$
A.18	8" Wide White Thermoplastic Stripe, including all labor, equipment, material, and installation. All material to be thermoplastic (installed complete, including layout in the field).	14,700	LF	\$	1.40	\$	1.50	\$	1.40	\$	1.50
					\$	20,580.00	\$	22,050.00	\$	20,580.00	\$
A.19	12" Wide White Stop Bars or 24" Wide White Thermoplastic Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk (Non-Skid Finish), including all labor, equipment, material, and installation. All material to be thermoplastic (installed complete, including layout in the field).	1,600	SF	\$	8.10	\$	9.00	\$	8.60	\$	9.00
					\$	12,960.00	\$	14,400.00	\$	13,760.00	\$
A.20	Bike Stencils, Bike Lane Ends Legend, ADA Legends, including all labor, equipment, material, and installation. All material to be thermoplastic (installed complete, including layout in the field).	36	Ea.	\$	225.00	\$	300.00	\$	250.00	\$	275.00
					\$	8,100.00	\$	10,800.00	\$	9,000.00	\$
A.21	Left Turn Arrows, including all labor, equipment, material, and installation. All material to be thermoplastic (installed complete, including layout in the field).	2	Ea.	\$	250.00	\$	300.00	\$	250.00	\$	275.00
					\$	500.00	\$	600.00	\$	500.00	\$
A.22	Signs Post and V-Loc Bases, including all labor, equipment and material necessary to provide and plumb V-loc bases and posts, remove, salvage, and reinstall existing signs on new posts to the size, kind, and all associated accessories such as bolts, nuts, washers, etc., installed complete.	4	Ea.	\$	100.00	\$	700.00	\$	420.00	\$	1,000.00
					\$	400.00	\$	2,800.00	\$	1,680.00	\$
TOTAL BASIC BID				\$	1,055,260.00	\$	1,080,873.50	\$	1,329,855.00	\$	1,435,000.00

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021 by and between

City of Canby
(hereinafter called OWNER) and

Eagle-Elsner, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby 2021 Street Maintenance

The City has an estimated available budget not to exceed \$1,000,000 for this work. The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices.

The scope of work generally consists of the following:

- Approximately 6,000 tons of asphaltic concrete pavement at 2" and 4" thickness.
- Approximately 11,000 lineal feet of 6-foot wide panel grinding at 0"-2" depth, approximately 2,200 SY area at 2" depth and approximately 12,225 SY area at 3"- 4" depth.
- Retrofit an estimated 32 ADA ramps, including curbs and sidewalks
- Restore approximately 30,000 lineal feet of 4" and 8" wide stripes, including legends such as arrows, continental crosswalks, stop bars, bike stencils, etc.
- Pavement Reconstruction at approximate 1,200 square yards.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

One Million Fifty-Five Thousand Two Hundred Sixty and 00/100 Dollars

(\$1,055,260.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95 % of the Work completed; and
- (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings & Specifications bearing the following general title:
City of Canby
2021 Street Maintenance
- 8.9 Addenda numbers 1.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2021.

OWNER:

**City of Canby
P.O. Box 930
Canby, OR 97013**

CONTRACTOR:

**Eagle-Elsner, Inc.
17400 SW Hillsboro Hwy
Sherwood, OR 97140**

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

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April 7, 2021

City of Canby
222 NE 2nd Avenue
Canby, OR 97013
Attn: Mr. Scott Archer, City Administrator

**RE: CITY OF CANBY
2021 CANBY STREET MAINTENANCE
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor and City Council Members:

On March 17, 2021 the City of Canby advertised in the Oregon Daily Journal of Commerce and on April 6, 2021, the City of Canby solicited and received four (4) bids for the 2021 Canby Street Maintenance project. The summary of the pricing is shown on the attached tabulation, with the low bid received from **Eagle-Elsner, Inc.**

The summary of cost from each of the four (4) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,055,260.00
2.	S-2 Contractors, Inc.	\$1,080,873.50
3.	Knife River Corporation, Northwest	\$1,329,855.00
4.	Pacific Excavation, Inc.	\$1,435,000.00

BID REVIEW

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier subcontractor disclosure information and execution of the bid. All bidders are deemed responsive and responsible except for bidder #3 did not submit a First-Tier Subcontractor Form within the allotted time and is therefore deemed non-responsive.

The low bidder **Eagle-Elsner, Inc.** has a good record with the Construction Contractors Board, and we are not aware of any concerns, is prequalified with the Oregon Department of Transportation, a local contractor and a familiar name. We have worked with **Eagle-Elsner, Inc.**

City of Canby
April 7, 2021
Page 2

on many successful projects of similar scope over the years in the City of Canby and communities throughout the metropolitan area.

SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2021 Canby Street Maintenance project to the low responsive bidder, **Eagle-Elsner, Inc.** in the amount of One Million Fifty-Five Thousand Two Hundred Sixty and 00/100 Dollars (\$1,055,260.00).

We have enclosed a staff report, an ordinance 1547, a bid tabulation and a contract for construction for the City to proceed with award of the contract. In anticipation of award, we have issued the Notice of Intent to Award on April 7, 2021 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

Hassan A. Ibrahim, P.E.

Enclosures: 1547 Staff Report
1547 Ordinance
Bid Tabulation
Contract for Construction



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Julie Blums, Finance and IT Director

ITEM: Ordinance No. 1549: Contract with KinTechnology, Inc. for IT services.

Summary

This ordinance allows for the renewal of a contract with KinTechnology, Inc for IT services as set forth in the Scope of Work and repealing Ordinance 1529.

Background

Over the years the City has found that it does not have adequate funding to fully support an internal IT staff with multiple technical experts. The City has one employee dedicated to tech services and has contracted with KinTechnology (KinTech) for technical services and information technology since 2006. KinTech assigns two technicians to primarily support the City of Canby, along with other staff and technical experts who are available as needed to perform duties and functions to update, troubleshoot and maintain City systems.

Discussion

Continuity of service is important as we continue to create technology efficiencies and implement City wide security systems. KinTech staff have received the training and have the knowledge to effectively maintain systems specific to the City of Canby, including law enforcement, public transit and wastewater. KinTech provides excellent service to the City of Canby both during work hours and after hours as needed to support law enforcement and transit functions.

Attachments

- Ordinance 1549
- Ordinance 1549 Exhibit A – Personal Services Agreement

Fiscal Impact

The cost of the contract has increased \$22,000 from the previous year.

Options

1. Approve Contract.

Recommendation

Staff recommends the Council approve Ordinance No. 1549.

Proposed Motion

“I move to approve Ordinance No. 1549, AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; NOT TO EXCEED \$132,000.00; AND REPEALING ORDINANCE 1529 to come up for second reading on May 5, 2021.”

ORDINANCE NO. 1549

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY, NOT TO EXCEED \$132,000.00; AND REPEALING ORDINANCE 1529

WHEREAS, the City of Canby desires to continue its contract between the City and KinTechnology, Inc. to provide computer technical services for the City; and

WHEREAS, the current contract with KinTechnology, Inc. needs to be renewed;

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an amended Personal Services Agreement with KinTechnology, Inc. to continue to provide computer technical services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 21, 2021, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 5, 2021, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of May 2021, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KINTECHNOLOGY, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$132,000 is the not to exceed price of this contract, without prior written approval from the City. Out of contract fees are per the hourly service rates listed in Exhibit "A".
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the Finance/IT Director. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

- A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Scott Archer, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Tim Kimble
KinTechnology, Inc.
PO Box 305
Canby, OR 97013

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used ____ Yes ____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

Joseph Lindsay, City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date

Exhibit A



MANAGED SERVICES AGREEMENT

Company Name	City of Canby
Mailing Address	PO Box 930
City, ST, Zip	Canby Or, 97013
Billing Address (if different)	
Billing City, ST, ZIP	
Email	ap@canbyoregon.gov
Phone	503-266-4021

ORDER DATE		PO#	ORDERED BY	SOLD BY	
7/1/2021					
Time and Material for Upgrade / Standardization of Network					
QTY	TYPE	DESCRIPTION		UNIT PRICE	TOTAL
				T&M TOTAL	
Monthly Managed Services					
QTY	TYPE	DESCRIPTION		UNIT PRICE	TOTAL
1	IT Services	Scope of Services: Kintech”s services under this Agreement are set forth in Exhibit "A", attached hereto		\$11,000	\$11,000
				MMS TOTAL	\$11,000
Condition of Sale, Contingencies, Special Terms or Comments					
Set monthly fee of \$11,000 not to exceed \$132,000 for the 21'22 budget year. Billing occurs after the month for services rendered.				One Time Charge	
				Recurring Monthly Charge	\$11,000
				Taxes	
				Due Now	
				Total	\$11,000

By signing this agreement, Client acknowledges and agrees: (a) all terms and conditions an integral part of this agreement; (b) to fully understand all terms and conditions stated herein: and (c) this Agreement is the entire understanding between Client and KinTech related to the equipment and services described herein and can only be changed by written agreement signed by both parties.

Managed Services Agreement – Terms and Conditions

This IT Managed Services Agreement (“Agreement”) dated 7/1/2021, is between KinTechnology “KinTech”, and City of Canby (“Client”). KinTech and Client agree as follows:

Term – The “Term” of this Agreement will begin on the **7/1/2021** and shall continue for a term of Twelve (12) months. Upon termination of this Agreement, KinTech may declare all amounts owed for the remainder of the Term be immediately due and payable. KinTech is permitted to enter Client's premises, during normal business hours, and repossess all supplies, rental equipment, and spare parts and other items supplied by KinTech for which payment has not been received by KinTech.

“Confidential Information” means all Client information, either disclosed to or accessible by KinTech in the performance of this Agreement, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Confidential Information includes without limitation Client's business and marketing plans, technology and technical information, product plans, financial information, human resource and employment records, customer lists, pricing, designs, and business processes. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Client, (ii) is received from a third party without breach of any obligation owed to the Client, or (iii) was independently developed by KinTech.

Minimum Standards Required for Service - In order to provide effective services under this Agreement, the Client environment must conform to the following:

- All servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or more recent version and have all service packs and critical updates installed.
- All workstations (desktop or laptop) PCs with Window Operating systems must be running Windows 8 Pro or more recent version, and all service packs and critical updates installed.
- All server and workstation software must be genuine, licensed, and vendor supported.
- The environment must have a currently licensed, vendor supported, server based, KinTech approved backup solution that can be monitored, and be able to issue notice of failures and successes.
- The environment must have a currently licensed, vendor supported, KinTech approved hardware firewall between the internal network and the internet.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device allowing RDP and VPN access.
- Client must ensure that environment has sufficient power to meet manufacturer's specifications on all hardware devices.

Costs required to bring Client's environment into compliance with minimum standards is not included in this Agreement. All work associated with bringing Client's environment within minimum standards must be contracted through and completed by KinTech.

Excluded Products and Services - Products and Services NOT covered by this Agreement:

- Labor for upgrades (ie: installation of new equipment and hardware) or additions.
- Labor for migration of software to a alternate computer or environment
- Services on parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- The cost to bring Client's environment into compliance with minimum standards for service.
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- Service or repair made necessary by the alteration or modification of equipment other than as authorized by KinTech, including alterations, software installations or modifications or equipment made by Client employees or anyone other than KinTech.
- Maintenance of applications software packages, whether acquired from KinTech or any other source unless specified on this Agreement.

- Programming (modification of software code) and program (software) maintenance.
- Any product or service not specifically provided by this Agreement.
- Training services of any kind.

Service labor for excluded items listed above will be billed at the "After Hours Service" rate, listed below.

Billing and Payment - Services, expenses, and travel time are billed on a regular monthly billing cycle. Payment due NET 20 of invoice date. Interest will accrue on past due accounts at a rate of 2% per month (24% APR) from the date Services were provided until all overdue amounts (and interest) are paid in full. Dishonored checks will incur a service charge of \$30.00. If payment on an invoice is not received within 30 days of invoice date, KinTech reserves the right to suspend the Services - without liability of any kind to Client - until all overdue amounts (and interest) are paid in full. No suspension of Services will extend the Term of this Agreement, or obviate Client's obligation to pay the monthly Support Services rates for the Term. Fees may be adjusted on a monthly basis to reflect an increase or decrease of hardware. *Any and all services request by Client that fall outside of the terms of this Agreement will be considered "Projects" and will be quoted and billed as separate, individual services.*

An additional 3% service fee will be applied to bills paid via credit card. No additional charge will be applied for bills paid via check or ACH.

Security and Cooperation - Client shall provide KinTech with sufficient workspace to perform the Services. Client will provide KinTech, and authorizes KinTech to possess and use for the performance of the Services, both on or off Client premises, authentication and access keys, codes, means, and devices including, without limitation passwords, keys, codes, and electronic imprints for user logins, device access, and facility access. Additionally, Client agrees to provide KinTech with all other information and access necessary for or incidental to the performance of the Services. Client authorizes KinTech to perform Services in any manner, means, and location that KinTech deems necessary or advisable, and further authorizes KinTech to contact third-parties, including without limitation Client's vendors and service providers, and, for the proper performance of the Services and the resolution of job related problems.

Confidentiality - KinTech will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Client for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Client in writing, limit access to Confidential Information of the Client to those of its and its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with KinTech containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, KinTech may disclose the terms of this Agreement to a subcontractor to the extent necessary to perform its obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein. KinTech may disclose Confidential Information of the Client to the extent compelled by law to do so, provided that KinTech gives the Client prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Client's cost, if the Client wishes to contest the disclosure. If KinTech is compelled by law to disclose the Client's Confidential Information as part of a civil proceeding to which the Client is a party, and the Client is not contesting the disclosure, the Client will reimburse KinTech for its reasonable cost of compiling and providing secure access to that Confidential Information. KinTech's obligations under this "Confidentiality" section shall survive expiration or termination of this Agreement for a period of three (3) years.

Records, Reports, and Intellectual Property - All records generated by KinTech, including without limitation hand notes, prints, computations, software, charts, reports, and other documentation whether or not related to the Services, are and will remain the sole and exclusive property of KinTech. Nothing in this Agreement is intended to transfer any intellectual property or proprietary right; all rights and title to any ideas, works of authorship, or inventions created, developed, conceived, or reduced to practice by a party, or its agents, employees, whether or not related to the Services, are and will remain the property of such party.

Technical Services: Technician services will be billed according to the "Service Rates" below for all onsite and remote work performed. Minimum billing will be 0.25 hours.

Expenses - Client will be billed for all expenses reasonably incurred by KinTech in performance of the Consulting Services.

Hardware, Software, Supplies, and Parts Purchases - Additionally, Client may request that KinTech purchase additional hardware, software, supplies, or parts for the benefit of Client. If KinTech makes such purchase, Client will be billed for such items on a cost plus basis, as determined by KinTech.

Travel Time - For any Client offices or locations other than the Client locations within the City limits of the City of Canby, Client will be billed an additional one-way point-to-point travel fee billed at a rate of \$10 per tech, for each trip at or under one hour, or at a rate of \$75 per hour for each trip exceeding 1 hour.

Termination – Either party may terminate this Agreement in any of the following cases: (i) for breach of this Agreement, upon thirty (30) days prior written notice to the other party detailing the particularities of the breach (and where not apparent, a proposed remedy thereof) if the other party fails to cure such breach within such thirty (30) day notice period; (ii) immediately if the other party permanently ceases to operate its business. or (iii) Willful Misconduct meaning any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

General Conditions - KinTech's standard hours of operations are 8am to 5pm, Monday through Friday. Service performed outside this time may be subject to additional charges, as defined by the "Service Rates" below. This Agreement may be terminated at any time with or without cause, effective upon the date set in a written notice, provided however that the termination of this Agreement by Client, regardless of how it occurs, shall not relieve Client of payment obligations, including the full amount of the remainder of the contract. The terms of this Agreement may be amended, changed, or modified by KinTech and shall be effective upon written notice by KinTech, unless a later effective date is stated in such notice. Client will be deemed to have consented to any amendment, change or modification so noticed, if Client does not make written objections within 3 days of receipt of such notice. Except with respect to payment obligations, a party shall not be responsible for a delay or default in the performance of its obligations under this Agreement if and to the extent such default or delay is cause, directly or indirectly, by events beyond such party's reasonable control, including without limitation, fire, flood, or other act of nature, or the nonperformance of any other party. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may not be assigned in whole or in part by either party without prior written consent of the other party. This Agreement shall be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and shall inure to their benefit. This Agreement is governed by, and is to be enforced and interpreted according to, the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement shall be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim shall be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court, as applicable. Additionally, in the event of a failure by Client to make any payment due under this Agreement, Client will pay to KinTech, and KinTech will be entitled to recover, upon demand, all reasonable costs and expenses, including but not limited to attorney's fees and collection fees, incurred by Kintech in attempting to collect any payment due under this Agreement, whether or not a suit is filed.

Disclaimer Of Warranties - Except for any warranty or remedy that cannot be excluded or limited under applicable law, and except for the express warranties made by KinTech in this Agreement, the Services are and have been provided without warranty of any kind, and KinTech disclaims all representations, warranties,

conditions, and terms, with respect to the Services, whether express, implied, statutory, or existing or created by or under common law, custom, usage, or otherwise, including without limitation the warranties of fitness for a particular purpose, or any warranty that Client's IT systems will operate uninterrupted, error free, or without delay . Further, KinTech does not warrant the effectiveness of any hardware, software, system, or service.

Loss Limitation - To the maximum extent permitted by applicable law, KinTech will not be liable for any, and Client releases KinTech, and its directors, officers, employees, and agents, of and from any and all, indirect, special, incidental, collateral, exemplary, or consequential damages, under any legal theory, including without limitation, loss of actual or anticipated profits, revenue, or other proceeds, loss of business or opportunity, business interruption, loss of use of programs or computers, and data loss or corruption, any failure of any hardware, software, system, or service, including without limitation firewall or email security breaches, arising out of or related to this Agreement or any Services provided to Client by KinTech. KinTech's total cumulative liability to Client or to any other person, arising out of or related to this Agreement or any services previously provided to Client by KinTech, regardless of the legal theories, is limited to the amount paid by Client to KinTech for the Services provided subject to such claim(s). Multiple claims will not expand this limitation.

SERVICE RATES	
Rate for Standard Hours (8:00am to 5:00pm, Monday through Friday)	Included with Premium Package,
Rate for After Hour Service (5:00pm-11:00pm, Monday through Friday)	\$150.00 per hour
Rate for Overnight Service (11:00pm – 8:00am, Monday through Friday; all day Saturday and Sunday)	\$250.00 per hour
Rate for Holiday Service – all day	\$250.00 per hour

KinTech agrees to manage and maintain the City of Canby computer network system using the following services:

- One to two technicians for an average of 44-56 hours per week of onsite and/or remote support.
- Maintain network level web filtration system.
- Maintain inventory documentation.
- Coordinate and consolidate all requests for support using KinTech ticketing system.
- Monitor network system status and performance.
- Create and manage users and groups.
- Manage data organization and security.
- Manage data backup and data restore systems.
- Planning, installation, and maintenance of physical network backbone.
- Manage internal and external network security.
- Planning and maintenance of email systems.
- Research and implement technology advancements.
- Plan, research, and assist with acquisitions of new hardware and software.
- Setup, configure, and maintain new and current workstations.
- Troubleshoot software and hardware issues.
- Relocate user workstation environments.
- Removal of malware and viruses from network systems.
- Troubleshoot and maintain network printing.
- Assess user requirements and propose solutions to meet them.
- Manage hardware recycling and/or secure disposal.

Exhibit A does not include the following:

- All hardware needs - costs will be discussed as needed.
- Anti-Virus licensing renewals - City will be responsible for renewal fees.
- Web Filtration (KinTech Firewall Subscriptions).
- Anti-Spam filtration subscription - Service available at a cost of \$5.90 per user per month.



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Julie Blums, Finance and IT Director

ITEM: Ordinance No. 1550: Contract with Grove, Mueller & Swank, P.C. for Audit services.

Summary

This ordinance allows for a contract with Grove, Mueller & Swank, P.C. for audit services as set forth in the Scope of Work.

Background

ORS 297.425 requires the City to have an external audit annually that complies with the provisions of the ORS and other audit and financial reporting standards as applicable.

Discussion

The contract with the City's current auditors has expired. Staff issued an RFP on March 16, 2021 with a due date of April 8, 2021. The RFP was sent directly to four local audit firms and was advertised on the City's website. The city did receive a list of follow-up questions from one of the audit firms and responses were provided to all four firms and posted on the city website.

The City only received one proposal that was from the incumbent firm Grove, Mueller & Swank, P.C. The City has been pleased with the work of this firm over the past years and wishes to enter into a new contract for ongoing audit services.

Attachments

- Ordinance 1550
- Ordinance 1550 Exhibit A – Personal Services Agreement

Fiscal Impact

All of these not to exceed costs include the City's audit, URA audit, and a Federal Compliance Single Audit.

FY20-21	\$38,920	FY23-24	\$42,500
FY21-22	\$40,100	FY24-25	\$43,500
FY22-23	\$41,300		

Options

1. Approve Contract.

Recommendation

Staff recommends the Council approve Ordinance No. 1550.

Proposed Motion

“I move to approve Ordinance No. 1550, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH GROVE, MUELLER & SWANK, P.C. FOR AUDIT SERVICES to come up for second reading on May 5, 2021.”

ORDINANCE NO. 1550

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH GROVE, MUELLER & SWANK, P.C. FOR AUDIT SERVICES.

WHEREAS, the City of Canby requires the City have an external audit annually in accordance with ORS 297.425 and other audit and financial reporting standards as applicable; and

WHEREAS, a request for proposals (RFP) was issued on March 16, 2021; and proposals due on April 8, 2021.

WHEREAS, the RFP was sent directly to four local audit firms and posted on the City's website; and the City received follow up questions from one of the firms. Answers to those questions were provided to the four firms and posted with the RFP on the City's website.

WHEREAS, one proposal was received from the incumbent audit firm, Grove, Mueller & Swank P.C. Staff is recommending the council authorize the City Administrator to enter into a contract with Grove, Mueller & Swank P.C. for audit services; and

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Grove, Mueller & Swank P.C. for audit services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 21, 2021, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 5, 2021, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 222 NE 2nd Ave, 1st Floor, Canby, Oregon.

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of May 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

CITY OF CANBY, OREGON

REQUEST FOR PROPOSAL FOR PROFESSIONAL AUDITING SERVICES



222 NE 2nd Street
PO Box 930
Canby, OR 97013

MARCH 2021

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1. Background Information

a. General Information about the City

The City of Canby was incorporated in 1893 and operates under the provision of its own charter and applicable State law, with a Council-Administrator form of government. The Mayor and Council are part-time elected officials who exercise the legislative powers of the City and determine matters of policy. The mayor serves for a term of two years, elected at each biennial general election. The Council is composed of six members elected from the city at large, each for a term of four years. In turn, the City Administrator is the City's chief executive officer, who reports directly to the Council and is responsible for overall management and administration.

Today, Canby serves a population of approximately 17,200 with a land area of 4.5 square miles. Canby is located on 99E, 26 miles south of Portland; 30 miles north of Salem; 9 miles south of Oregon City (County Seat) in Clackamas County.

Municipal services are provided by City employees and headed by the City Administrator. The City operates its own police department, municipal court, community development, sewer and storm water utilities, street operations, planning, parks development and maintenance, administrative services, fleet management, a public library, a public transit authority, a swim center, and a cemetery. In addition the City has an active Urban Renewal District which it administers, and a discretely presented component unit, Canby Utility Board.

b. Staffing/Operations

The Finance Department is responsible for many aspects of City operations including utility billing and cash receipting, accounts payable, accounts receivable, payroll, accounting for capital assets, transit payroll tax billing and collection, and budgeting and financial reporting. Currently, the Finance Department consists of the Finance Director, a Financial Analyst, a Payroll Specialist, a Utility Billing Technician and a Purchasing and Accounting Specialist.

c. Accounting Records

The City uses the following Caselle accounting software modules; accounts payable, accounts receivable, asset management, business licenses, business tax collection, cash receipting, cemetery management, court management, general ledger, human resources, payroll, project accounting, property improvements, timekeeping, and utility management. The City's information technology department which includes both internal and contract personnel are responsible for system security, backups and installing vendor upgrades. The IT department reports to the Finance Director.

d. Government Finance Officers Association (GFOA) Awards

The City of Canby participates in the GFOA *Certificate of Achievement for Excellence in Financial Reporting* program and anticipates continuing to participate in the program. Therefore the format of audit reports must allow the City to meet the requirements of that program.

2. General Request for Proposal Information

a. General Description

The City of Canby is seeking proposals for the audit of its Comprehensive Annual Financial Report (CAFR) from qualified certified public accounting firms. A complete description of services to be provided is described under Section 3. The first reporting period to be audited is July 1, 2020 through June 30, 2021, extending through the next four subsequent fiscal years.

b. City Points of Contact

Questions, inquiries, or comments regarding this Request for Proposal (RFP), the City's accounting system, financial staff or financial processes shall be directed to:

Julie Blums, Finance Director
blumsj@canbyoregon.gov
503-266-0725

Note: Additional information, the prior year Comprehensive Annual Financial Report, and Budget documents are accessible on the City website at:

<https://www.canbyoregon.gov/Departments/Finance/finance.htm>.

c. Responding to the Audit RFP

Your proposal must be received no later than Thursday, April 1st at 4:00 p.m. No faxed materials will be accepted. Postmarks are not considered proof of delivery. Proposals may be emailed to blumsj@canbyoregon.gov or five copies mailed to:

City of Canby
Attn: Julie Blums
PO Box 930
Canby, OR 97013

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP amendments. No proposal will be considered that is not responsive to any issued amendments.

d. Tentative Schedule for Selection Process

Proposal Due:	April 8, 2021 (4:00 p.m.)
Finalist Interviews:	April 19-22, 2021
Selected Firm Notified:	April 23, 2021
Staff Recommendation to Council:	May 5, 2021
Contract Finalized:	May 21, 2021

Note: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

e. Proposal Evaluation

The City intends to select the most qualified certified public accounting firm that exhibits the strongest ability to provide the highest quality service, based upon the following criteria:

<u>Weight</u>	<u>Criteria</u>
40%	Firm's understanding of the engagement and the City's needs including quality and comprehensiveness of the audit approach.
15%	Firm's local municipal audit expertise/experience including references from similar engagements.
15%	Experience and qualifications of individuals to be assigned to the City's engagement including resources available for the timely completion of the audit and scheduling of work.
30%	Cost of services.

f. Contract Duration

The selected certified public accounting firm shall be designated as the City's auditor for a five-year term commencing with the fiscal year ending June 30, 2021 audit. Either party may cancel the agreement by written notice delivered prior to December 15th of each year. Such contract cancellation shall be effective on and after July 1 of the subsequent year. The City and Auditor may, by mutual agreement, extend the term of this agreement for up to three additional years.

g. Acceptance or Rejection and Negotiation of Proposals

The City reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, to accept or reject any item or combination of items in a proposal, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City of Canby.

3. Scope of Auditor Services

a. General

The City of Canby is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's Comprehensive Annual Financial Report commencing with the fiscal year ending June 30, 2021, extending through the next four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposal.

b. Auditing Standards to be Followed

The City of Canby desires the auditor to express an opinion on the fair presentation of the City's basic financial statements as a whole, in conformity with generally accepted accounting principles (GAAP). The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB), as mandated by generally accepted auditing standards (GAAS).

c. Basic Reports to be Issued

Following the completion of the audit of the fiscal year's Comprehensive Annual Financial Report, the auditor shall issue the following:

- Independent Auditor's Report
 - Report on the fair presentation of the financial statements in conformity with GAAP based upon the audit of the basic financial statements of the City. The other supplementary information listed in the Table of Contents of the City's CAFR, including combining schedules and additional budgetary comparison schedules, are not a required part of the basic financial statements.
- Governance and Management Letters
 - Report summarizing certain matters required by professional standards to be communicated to the Canby City Council to assist in the oversight responsibility for the City's financial reporting process.
 - Management Letter including findings not otherwise required to be communicated, observations, opinions, comments and recommendations related to:
 - The City's system of internal control based upon the auditors' understanding of the control structure and assessment of control risk.
 - The City's compliance with applicable laws and regulations.
 - The City's accounting systems, functions, procedures and processes, especially with regard to cost effectiveness.
- Independent Auditor's Report Required by Oregon State Regulations
 - As required by the Minimum Standards for Audits of Oregon Municipal Corporations.

d. Additional Reports to be Issued Dependent on Applicability

Due to the fluctuation in receipt and expenditure of federal grant funds, the need for some reports is based upon whether the City meets the audit threshold for performance of a Single Audit under OMB Circular A-133. Such reports are as follows:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - Report identifying any deficiencies in internal control over financial reporting that are considered to be significant deficiencies including control deficiencies, significant deficiencies and material weaknesses as defined by AU sec. 325.
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133
 - Report on compliance with requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, Compliance Supplement applicable to each of the City's major federal programs.
- Schedule of Findings and Questioned Costs
 - Report of findings and questioned costs related to the City's financial statements as well as costs and compliance for federal award programs.

e. Supplemental Reports / Studies

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental audit agreement. Prior to beginning work, the scope of the study and associated costs shall be approved by the City.

f. Standards to be followed

To meet the requirements of this request for proposal, these audits are to be performed in accordance with all applicable standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), generally accepted auditing standards (GAAS) as promulgated by the American Institute of Certified Public Accountants (AICPA), Government Auditing Standards (GAS), as promulgated by the Government Accountability Office (GAO) (if applicable), and requirements described in the U.S. Office of Management and Budget (OMB) Circular A- 133, Compliance Supplement (if applicable).

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standards and comply with all applicable federal, state and local laws.

g. Special Considerations

The firm receiving the contract for audit services shall procure and maintain, for the duration of the contract, a City Business License and insurance as required in the City's standard services contract.

h. Access to Working Papers

The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Canby
- Parties designated by the federal or state governments or by the City of Canby as part of an audit quality review process
- Oregon Secretary of State, Audits Division

In addition, the firm shall respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

i. Assistance to be Provided by the City

- City Staff will prepare the final closing of the books. The City will provide the auditors with a Trial Balance by fund and all of the accounting detail necessary to perform the audit.
- City Staff will prepare all work papers requested by the Auditor prior to the start of interim and/or final fieldwork.
- City Staff will generate the necessary confirmation letters based on templates provided by the auditors.
- City Staff will prepare the draft CAFR and all related schedules and statements deliverable to the auditor no later than the final day of audit fieldwork. City Staff will also incorporate any agreed upon edits to the draft CAFR to arrive at the final CAFR. Note: The City has a discretely presented component unit, Canby Utility Board (CUB). CUB's audited financial statements have historically not been available until the week of Thanksgiving therefore the draft report provided at final fieldwork will not include updated figures for CUB. The City will provide a draft with CUB audited figures within a week of receiving the CUB audited figures.
- City staff will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the computer system to view records and print reports. All requests will first be directed to the Finance Director and/or Financial Analyst.
- The City will provide the auditor with reasonable workspace including access to the internet, a telephone line, photocopier and fax machine.
- The Finance Director and City Administrator will provide the auditor with a signed Representation Letter at the conclusion of the audit.

4. Proposal Requirements – Minimum Content of Responses

1. A title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.
2. A signed letter of transmittal briefly stating that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon (including all of the assigned professional staff to the engagement), agrees to perform all of the work outlined in the City's RFP within the time periods established by the City, is independent of the City of Canby and understands that the firm's proposal is a firm and irrevocable offer through the June 30, 2021 audit period. The letter must also contain a certification that the person signing the proposal is entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract with the City on behalf of the audit firm.
3. The report on the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.
4. List three (3) of the firm's current municipal auditing engagement clients in Oregon and two (2) non-current engagements served within the last three (3) years and respective contact information for reference purposes. Cities of similar size and comparable services are preferred. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.
5. Describe the audit firm's experience and knowledge in performing audits in accordance with the provisions of the Single Audit Act, as amended by OMB Circular A-133. Attach two recent examples of your work in this area to your proposal.
6. Attach to the proposal one sample of your last municipal audit report issued in the State of Oregon that was similar and comparable in services to that of the City of Canby.
7. Attach to the proposal two (2) samples of management letters that you have recently issued covering an audit of an Oregon municipality.
8. Identify all key personnel who will be assigned to work on this audit; including names, number of years with your firm, CPA license numbers, and Oregon Municipal Audit Roster numbers. Include a brief summary of their background and experience in auditing similar cities as well as their roles and assigned responsibilities.

9. Describe the audit firm's audit approach and methodology to be used to perform the audit services. Discussion items may include approach to determining laws and regulations subject to audit test work, approach to evaluating the City's internal control structure, approach to selecting audit procedures including sample size selection, use of specialized software and use of analytical procedures, and identification of any anticipated problems.
10. Explain how you propose to use City personnel, if at all, to assist you during the audit and indicate the approximate time required of City personnel in this capacity.
11. Provide a schedule (calendar) indicating proposed timing of interim fieldwork, final fieldwork and firm deliverables to the City to ensure submission of the final CAFR to the GFOA by December 15th of each fiscal year. Any assumptions regarding turnaround time for City Staff or the City Council should be clearly noted.
12. Note: For the City's fiscal year ended June 30, 2020 audit, interim audit fieldwork was conducted the second week of June and final audit fieldwork was conducted the second week of October; this timing works well for us.
13. Please outline the total number of municipal clients you served and the number of engagements that were extended beyond the state reporting deadline for each of the last three (3) years.
14. Provide expected hours required and the Not to Exceed Price for the year ending June 30, 2021 audit in section 5a. For proposal purposes, assume that a single audit is required and that there are two major programs.
15. Provide the Not to Exceed Price by your firm for the subsequent fiscal years ending June 30, 2022 through 2025 in section 5b. For proposal purposes, assume a single audit is required and that there are two major programs.
16. Comment on your firm's ability and willingness to provide constructive suggestions for improving the City's internal controls, administrative procedures and financial processes.
17. As a part of the overall audit contract, the City expects to receive from the audit firm a variety of technical assistance throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. Indicate fees for these services and/or if they are included in your total annual base fee.
18. Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement.
19. List the audit firm's billing rates for all other applicable professional services for City reference as the City may request additional services which are outside of the personal services audit contract.

5. Not to Exceed Price for Proposed Service Schedule

a. Fiscal Year Ending June 30, 2021

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Canby, Oregon, the firm referenced below hereby submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Key Personnel	Fiscal Year Ended June 30, 2021					
	F/S Audit Hours	URA Audit Hours	Single Audit Hours	Total Hours	Hourly Rate	Total
Partners						
Manager						
Senior						
Staff						
Clerical/Support						
Other						

b. Future Fiscal Years Ending June 30th

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Canby, Oregon, the firm referenced below hereby submits the following cost proposal:

	Fiscal Years Ending June 30th				
	2021	2022	2023	2024	2025
Financial Statements					
URA Statements					
Single Audit					
Total					

The City of Canby expects to receive technical assistance, as needed, from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them on a separate sheet.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract with the City of Canby, for the services identified in the Request for Proposal.

Firm Name: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email Address: _____ Phone #: _____

EXHIBIT “A”

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and GROVE, MUELLER & SWANK, P.C. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor’s services under this Agreement are set forth in the request for proposal and corresponding proposal, attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor’s Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor’s proposal. See attached hereto.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor’s itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor’s services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement shall cover the audits of 5 fiscal years commencing with the audit of the year ending June 30, 2021 and shall allow for 3 one year extensions which will automatically commence unless terminated in accordance with part B of this article.
- B. This Agreement may be terminated by:
1. Mutual written consent of the parties.
 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Scott Archer, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Ryan Pasquarella
Grove, Mueller & Swank P.C.
PO Box 2122
Salem, OR 97308-2122

Please submit invoices to: **Attn: Accounts Payable**
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: **CITY OF CANBY**

By: By:

Date: Date:

Subcontractors will be used _____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Also attached:

Request for Proposal for Professional Audit Services – March 2021

Proposal to Provide Auditing Services June 30, 2021-2025

Approved as to Form:

Joseph Lindsay
City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

City of Canby, Oregon

Proposal for Professional Auditing Services

Fiscal Year Ending June 30, 2021

April 8, 2021

Grove, Mueller & Swank, P.C.

475 Cottage St NE Suite 200 Salem, Oregon 97301

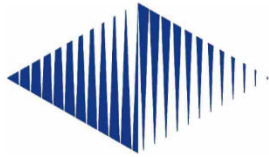
Phone: 503-581-7788 Fax: 503-581-0152

Contact: Ryan Pasquarella, Shareholder

Contact Email: ryan@gmscpa.com

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GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

www.gmscpa.com

(503) 581-7788 • FAX (503) 581-0152

475 Cottage Street NE, Suite 200 • Salem, Oregon 97301-3814

April 8, 2021

City of Canby
Attn: Julie Blums, Finance Director
222 NE 2nd Street
Canby, Oregon 97013


We are pleased to present this proposal to the City of Canby, to provide audit services to the City, and on behalf of the City and the Urban Renewal Agency, collectively “the City”, for the fiscal year ending June 30, 2021 and four additional years. We have read the proposal "Professional Auditing Services". We understand the technical requirements of the request for proposal and can comply with all specifications.

Grove, Mueller & Swank, P.C. is a registered firm of Certified Public Accountants properly licensed to practice and conduct municipal audits in Oregon. Ryan Pasquarella, Larry Grant and Scott Schlag will be assigned to your engagement and are all licensed municipal auditors. Our firm is independent of the City of Canby under the guidelines of the AICPA and *Government Auditing Standards*.

The Firm is a resident bidder as described in ORS 279A.120(1)(b) and properly licensed in the State of Oregon to perform municipal audits. This is an irrevocable offer for 90 days.

Ryan Pasquarella, Shareholder, is authorized to make representations for Grove, Mueller & Swank, P.C. Mr. Pasquarella may be contacted by e-mail at ryan@gmscpa.com, in writing at 475 Cottage St NE Suite 200, Salem, Oregon 97301, or by phone at 503-581-7788. Mr. Pasquarella, as signer of this letter, is also authorized to submit this bid, and sign a contract on behalf of Grove, Mueller & Swank, P.C.

GROVE, MUELLER & SWANK, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

By: 
Ryan T. Pasquarella, Shareholder

ORGANIZATIONAL STRUCTURE AND EXPERIENCE

Description of the Firm

Grove, Mueller & Swank, P.C. is a Salem based local accounting firm of 40 employees, including 33 professionals. Our office is located at 475 Cottage Street NE, Suite 200. The firm was incorporated in 1983. We provide a full range of auditing, accounting, consulting, and tax related services. We are a member of the Group of 400 (G400) as determined by the American Society of Certified Public Accountants (AICPA) and have one of the largest and most experienced group of municipal auditors in the State. Our professionals include seven certified municipal auditors (four shareholders and three managers) and eleven additional experienced municipal staff.

PEER REVIEW

The Firm's peer review for the year ended September 30, 2019 was completed in January 2020. The report was issued January 30, 2020. A copy of that report is attached to this proposal as **Attachment A**.

There has been no disciplinary action taken or pending against the Firm within the last 3 years.

MUNICIPAL CLIENT EXPERIENCE

Current Municipal Audit Engagements

The firm of Grove, Mueller & Swank, P.C. has been performing municipal audits in Oregon since 1987. The number of current municipal clients total 73, and include 26 cities, 7 school districts, 5 housing authorities and a variety of special districts. Of those, 22 require a Single Audit (we also perform Single Audits for a number of non-profits).

Three of our governmental audit clients (with contact information) comparable in size to the City of Canby are:

City of Springfield

Audit includes the primary government, one urban renewal agency (blended component unit), one discretely presented component unit, and a review of one component unit. Audit of the primary government was performed in accordance with *Governmental Auditing Standards* and OMB Circular A-133. The City also prepares a Comprehensive Annual Financial Report.

Contact: Nathan Bell, Finance Director

Email: nbell@springfield-or.gov

Phone: (541) 726-2364

City of Keizer

Audit includes the primary government. Audit was performed in accordance with accounting standards generally accepted in the United States of America. No single audit was required in 2020. The City also prepares a Comprehensive Annual Financial Report.

Contact: Tim Wood, Senior Accountant

Email: woodt@keizer.org

Phone: (503) 856-3413

City of Philomath

Audit includes the primary government and one urban renewal agency (blended component unit). Audit was performed in accordance with accounting standards generally accepted in the United States of America.

Contact: Joan Swanson, Finance Director
Email: joan.swanson@philomathoregon.gov
Phone: (541) 929-3001

Non-current Municipal Audit Engagements

Two non-current governmental audit clients (with contact information) comparable in size to the City of Canby are:

Marion County

Audit includes the primary government and three service districts (blended component units). Audit of the primary government was performed in accordance with *Governmental Auditing Standards* and the *Uniform Guidance*. The City also prepares a Comprehensive Annual Financial Report.

Contact: Jeff White, Chief Financial Officer
Email: JDWhite@co.marion.or.us
Phone: (503) 373-4433

City of Wilsonville (Last audited 2016)

Audit includes the primary government and one urban renewal agency (blended component unit). Audit of the primary government was performed in accordance with *Governmental Auditing Standards* and OMB Circular A-133. The City also prepares a Comprehensive Annual Financial Report.

Contact: Keith Katko, Finance Operations Manager
Email: katko@ci.wilsonville.or.us
Phone: (503) 570-1516

SINGLE AUDIT EXPERIENCE

We have extensive knowledge in regards to the compliance requirements of relevant federal programs, and can help your team understand specific documentation, compliance, and control requirements associated with them. In 2020, we audited more than 22 Oregon municipal corporations including performing a single audit as specified in the U.S. Office of Management and Budget (OMB) Uniform Guidance.

All certified professionals in our Firm are members of the AICPA, the Oregon Society of Certified Public Accountants (OSCPA), and the AICPA Governmental Audit Quality Center (GAQC). Our Firm strictly adheres to the “Yellow Book” requirements for governmental audit and accounting training. This means all audit staff receive at least 80 hours of accounting and auditing training every two years. This training is accomplished by attendance at OSCPAs governmental training courses, webcasts, and GAQC trainings. Each

of our licensed municipal auditors attends the OSCPA's annual governmental conference as part of their related governmental training.

Two example reports are included in this proposal as [Attachment C](#).

MUNICIPAL AUDIT REPORT

A sample municipal auditor's report is included in this proposal as [Attachment D](#).

MANAGEMENT RECOMMENDATION LETTERS

Under the guidelines of the American Institute of Certified Public Accountants, CPA's must issue a letter during an audit if the client has significant deficiencies and/or material weaknesses in internal control. If the client is subject to *Government Auditing Standards* these deficiencies must be communicated in accordance with those standards. If control deficiencies are identified they can be communicated either in writing or orally.

As part of our documentation and review of internal controls within the City, we regularly encounter areas that can be improved and will result in greater efficiency in completing daily tasks for City personnel. Two sample management recommendation letters are included in this proposal as [Attachment E](#).

CAPACITY AND KEY PERSONNEL

The audit of the City will be accomplished by experienced professionals under the supervision of Ryan Pasquarella, Shareholder.

Ryan has 16 years' experience auditing local governments and performing audits under *Government Auditing Standards*, including the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Uniform Guidance., and is a licensed certified public accountant (12375) and municipal auditor (1511). Ryan is the Board Chair of the OSCPA's Governmental Accounting and Auditing Committee. He also performs peer reviews of Oregon accounting firms on behalf of the OSCPA and AICPA.

He will be assisted by manager Scott Schlag, who has nine years' experience auditing local governments and performing audits under *Government Auditing Standards*, including the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Uniform Guidance. He is a licensed certified public accountant (13717) and municipal auditor (1598).

Larry Grant will provide engagement quality control oversight for the audits. Larry has over 30 years' experience auditing local governments and performing audits under *Government Auditing Standards*, including the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Uniform Guidance., and is a licensed certified public accountant (5000) and municipal auditor (1074).

Ryan Pasquarella, CPA will be the primary contact for the City's audit services.

Résumés for Ryan Pasquarella, Larry Grant and Scott Schlag are included as [Attachment B](#).

AUDIT APPROACH

For each of the engagements, our primary objective is to conduct our audit in accordance with auditing standards generally accepted in the United States of America, which should enable us to express an opinion as to whether the financial statements are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit is planned to provide reasonable, not absolute, assurance that the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. For the City, we will also conduct an audit so as to satisfy the requirements of Government Auditing Standards issued by the Comptroller General of the United States as well as the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Uniform Guidance. We will also perform compliance testing over Oregon Revised Statutes as required by the Minimum Standards for Audits of Oregon Municipal Corporations.

These standards require the following:

- Obtain a broad understanding of the audited entity and its environment, including its internal control to identify the risks of material misstatement in the financial statements and what the entity is doing to mitigate them.
- Perform a rigorous assessment of the risks of material misstatement of the financial statements based on that understanding.
- Demonstrate linkage between the assessed risks and the audit procedures performed in response to those risks.
- Perform substantive audit procedures for all significant accounts, transaction classes, and financial statement disclosures, regardless of the risk assessment for those items.
- Determine sample sizes and documentation requirements to comply with generally accepted auditing standards and, if applicable, the OMB Uniform Guidance.
- Provide for quality control reviews on the firm's engagements.
- Perform work to gather information and form an understanding of the entity and its environment.
- Perform extensive procedures to evaluate internal control design and operating effectiveness.
- Involve experienced audit personnel in gathering information about the entity and its internal control.
- Perform work in response to identified risks of material misstatement, especially for those identified risks deemed to be significant risks.

We will use this knowledge and understanding, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by your internal control).

We then determine the nature, timing, and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

Planning

We believe that planning that includes client personnel is critical to successful accomplishment of our audit procedures. By involving client personnel, we make the audit a team effort and everyone benefits. Prior to commencing the audit, we would expect to meet with management to discuss our specific approach. During those discussions, we will also inquire about fraud or related party transactions as required by professional standards, and ask if there are any areas of concern or interest that should be the subject of our attention during the engagement.

In the planning phase we determine which financial information systems we will rely on. We then design our test procedures as a combination of the testing of controls. Our approach is designed with significant shareholder and manager involvement in the planning stage and during initial audit procedures related to the assessment of significant audit risks, and the development of procedures in response to those risks. This investment of resources ensures that the most experienced members of your engagement service team develop the audit plan. Our field team will meet with the City's finance personnel during the engagement to discuss the audit process and any questions that arise.

System Evaluation

This phase begins with our team obtaining an understanding of your operations, your business processes and the internal control structure. This understanding covers the City's documentation of its internal control structure and is supplemented by system narratives provided to us by your team. We will analyze the systems, procedures, and control environment for revenues, expenditures, payroll, journal entries, budgeting, and data processing.

Each of the City's systems of internal control must be carefully evaluated to determine the relevant controls and determine whether they have been placed in operation. The auditor must be able to determine that the controls are adequate to reduce risk of material misstatement to a low level or report to the city council that such an assessment was not possible. When the risk of material financial statement misstatement is other than low the auditor must design sufficient substantive tests to reduce the risk of material misstatement to a low level.

Tests of internal controls will be performed on all key transaction cycles to support that the assessment of the capability of those systems is operating as designed. Tests of internal controls include a combination of:

- Inquiries of appropriate personnel regarding the design and/or application of a relevant internal control policy or procedure including the classes of transactions to which the policy or procedure applies, how it is applied and by whom, and the disposition of exceptions detected by the policy or procedure;
- Inspection of documents, reports, or electronic files evidencing the design and/or application of the relevant policy or procedure by city personnel; noting how the policy or procedure is applied and by whom, the classes of transactions to which it applies and the disposition of exceptions detected by the policy or procedure;
- Observation by the auditor of the performance of the relevant policy or procedure by City personnel; noting how the policy or procedure is applied and by whom; the classes of transactions to which it applies and the disposition of exceptions detected by the policy or procedure; and/or
- Reperformance of the application of the policy or procedure by the auditor and comparison between the results obtained by the auditor and the results obtained by City personnel.

Only inspection and reperformance are subject to sampling procedures. Samples will be selected to encompass the period under audit and of sufficient size to meet the required level of assurance. Sample sizes will be determined based on the assessed risk of material misstatement and guidance from the AICPA.

Our understanding of the City and the environment will include discussions among the audit team to assess the risk of material misstatement at the financial statement and relevant assertion level. Each type of transaction, account balance and presentation and disclosure requirement must be evaluated to determine what could go wrong. We consider the likelihood that the risks could result in a material misstatement. We determine which risks that substantive procedures alone will not provide sufficient audit evidence. We then design tests of internal control and complementary test of transactions along with substantive procedures so as to reduce to an acceptable level the risk of a material misstatement.

Final (Year-End)

Our year end substantive tests rely heavily on the workpapers, reconciliations and account analysis documents prepared by City personnel. These client prepared workpapers enable us to focus on auditing the balance sheet, and revenue and expense accounts.

For our determination of compliance with laws and regulations, we will submit a preliminary listing of items which we deem necessary to test, and management may then make additions, within reasonable parameters, if they desire us to focus our attention towards a specific area.

Analytical procedures are used to verify account balances in financial statements. Analytical procedures require the development and evaluation of plausible relationships between the financial data being examined and other data (either other financial data or nonfinancial data) which have a logical or predictable relationship to the financial data.

The procedures employed may include:

- Reviewing current year balances in comparison to the prior year.
- Reviewing balances in comparison to budget.
- Reviewing accounts for items larger or smaller than expected.
- Reviewing and comparing logical relationships.
- Analyzing and comparing financial data to nonfinancial information.

Required substantive procedures include agreeing the accounting records to the financial statements, examining material journal entries and adjustments made to prepare financial statements. We must determine whether the overall financial statement presentation conforms with generally accepted accounting principles.

All audit procedures and workpapers are performed and stored electronically. Programs and related software are provided by the largest vendor of governmental audit software in the country. Access to the City's automated records is necessary to perform our procedures. No use of outside specialists is planned.

Following completion of our audit, we will meet with management and the audit committee again and report back on those items raised in the initial meeting, as well as any findings or recommendations we may have as a result of our audit.

Our audit approach includes year-round service. We provide timely professional consulting on issues related to accounting, budgeting and audit. Such communication is encouraged and considered part of the total maximum price for audit services.

Technical Review

The audit partner is responsible for all audit procedures. After interim procedures, year-end procedures, and financial statement preparation, the appropriate workpapers and reports will be reviewed by Ryan Pasquarella for adherence to professional standards. Larry Grant will be responsible for audit quality review. The Firm has an extensive quality review process supported by our quality control manual. Quality control procedures are required by the AICPA and relied upon as part of the peer review process. Larry, as quality control reviewer, will review certain workpapers and the financial statements prior to issuance of the opinions.

USE OF CITY PERSONNEL

Finance Personnel

We anticipate the use of City personnel in a manner which increases audit efficiency and decreases audit cost. Our audit approach encourages City personnel to prepare reconciliations and schedules based on templates provided by us (if needed). Based on the nature of the completeness and/or previous existence of these schedules, time requirements for City personnel may vary greatly, but should be similar to efforts in the past. We usually ask for assistance in supplying documentation for sample items, confirmations and reconciliations. Inquiry of our existing clients would confirm our requests are reasonable and communicated well in advance. We anticipate that all City personnel that are integral to the financial operations of the City will be available during all phases of the audit.

We typically contact City personnel in May-June to schedule interim field work and final fieldwork. As we get closer to our in-field audit, we contact City personnel one week before fieldwork to ensure that all preparation has been completed. After fieldwork, we anticipate that there will be weekly updates conversations through the date of report issuance to ensure all documentation is complete.

Information Technology Personnel

We anticipate performing inquiries of the City's Information Technology staff as part the planning phase of the audit. We estimate that the time required for these inquiries will be two hours.

PROPOSED AUDIT CALENDAR

	<i>June/July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>
<i>Pre-audit meeting to discuss the audit plan and key issues of the City that will impact the audit strategy</i>	✓					
<i>Perform interim work consisting of internal control documentation, test of controls, review of Board minutes</i>	✓	✓				
<i>Perform final substantive work</i>				✓	✓	
<i>Review of financial statement draft and issuance of the auditors' reports</i>					✓	✓
<i>Issue Management Letter and required communications</i>						✓

MUNICIPAL CLIENT SUMMARY

<i>Activity</i>	<i>2020</i>	<i>2019</i>	<i>2018</i>
Number of On-time Filers (including extensions)	67	67	61
Number of Late Filers	7	4	6
Number of Municipal Clients	74	71	67

ESTIMATED AUDIT HOURS AND FEE

The estimated audit hours and fees for the fiscal years ending June 30, 2021 – 2025 are located at [Attachment A](#).

SUGGESTIONS CONCERNING INTERNAL CONTROLS, ADMINISTRATIVE PROCEDURES AND FINANCIAL PROCESSES

If, during the course of our procedures, we encounter issues which need to be brought to the attention of management, we will solicit input to fully understand the issue and will meet with management to determine corrective action.

TECHNICAL ASSISTANCE

The City expects to receive technical assistance, as needed, from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. We want our clients to contact us as often as necessary without fear of being billed for every phone call, therefore fees are included in the estimated audit fees included in this proposal.

Additionally, our firm does not have a policy of charging clients for out of pocket costs. All costs are included in the above all-inclusive maximum price.

ADDITIONAL SERVICES BILLING RATES

If you were to request additional services outside the scope of the audit engagement, such as detailed internal control review, the fees would be determined using the following billing rates:

Shareholders (CPA)	\$280 / hour
Managers (CPA)	150 / hour
Senior Staff (CPA)	110 / hour
Junior Staff (CPA)	75 / hour
Junior Staff (non-CPA)	90 / hour
Clerks & Typists (non-CPA)	80 / hour

Any additional requested services will always be discussed with management prior to performance of these services. An additional engagement letter or contract usually is necessary.



THE RBH GROUP LLC
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of
Grove, Mueller & Swank, P.C.
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Grove, Mueller & Swank, P.C. (the firm) in effect for the year ended September 30, 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 engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

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 Grove, Mueller & Swank, P.C. in effect for the year ended September 30, 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*. Grove, Mueller & Swank, P.C. has received a peer review rating of *pass*.

THE RBH Group, LLC

January 30, 2020

215 S.E. DORION • PENDLETON, OREGON 97801 • (541) 276-2693 • FAX (541) 276-6926 • www.rbhcpas.com

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS, AICPA PRIVATE COMPANIES PRACTICE SECTION AND OREGON SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

Ryan T. Pasquarella
*Shareholder and Manager of Auditing and
Financial Reporting Services
Grove, Mueller & Swank, P.C.*

***PROFESSIONAL
ACCREDITATION***

- Certified Public Accountant, Oregon (Number 12375)
- Licensed Municipal Auditor, Oregon (Number 1511)

***GOVERNMENTAL
ENGAGEMENT
EXPERIENCE***

- Sixteen years' experience auditing Oregon municipalities including compliance testing under OMB Uniform Guidance Single Audits
- Recent experience managing governmental engagements include:
 - City of Springfield – including Single Audit
 - Salem Area Mass Transit District – including Single Audit
 - City of Canby - including Single Audit

***GOVERNMENTAL
TRAINING***

- Oregon Society of Certified Public Accountants Governmental Accounting and Auditing Conferences annually for twelve years
- Continuing professional education that annually exceeds GAO standards

EDUCATION

- Oregon State University, Corvallis, Oregon
Bachelor of Business Administration

***PROFESSIONAL
SOCIETIES AND
ACTIVITIES***

- American Institute of Certified Public Accountants
- Oregon Society of Certified Public Accountants
- OSCP Governmental Accounting & Auditing Committee Chair
- Certified peer reviewer for the American Institute of CPAs and Oregon Society of CPAs
- Board Treasurer, Salem Art Association

Larry E. Grant
*Shareholder and Manager of Auditing and
Financial Reporting Services
Grove, Mueller & Swank, P.C.*

***PROFESSIONAL
ACCREDITATION***

- Certified Public Accountant, Oregon (Number 5000)
- Municipal Auditor, Oregon (Number 1074)

***ENGAGEMENT
EXPERIENCE***

- Thirty-five years' experience auditing Oregon school districts, cities and special districts, pension plans, and Form 5500 preparation
- Leads the firm school district and pension plan audit practice

***PROFESSIONAL
TRAINING***

- Thirty years attendance at Oregon Society of Certified Public Accountants Governmental Accounting and Auditing Conference
- Oregon Minimum Standards and Local Budget Law
- Attendance at numerous seminars on accounting and auditing subjects, including single audit and employee benefit plan auditing.
- Grove, Mueller & Swank, P.C. local office instructor for governmental training sessions
- AICPA Employee Benefit Plan Audit Quality Center training

EDUCATION

- B.S. Business-Economics, Accounting Concentration - Eastern Oregon University

***PROFESSIONAL
SOCIETIES AND
ACTIVITIES***

- American Institute of Certified Public Accountants
- Oregon Society of Certified Public Accountants
- Oregon State Board of Accountancy, Assisted Practice Review Committee with reviews of Municipal Reports

***COMMUNITY
ACTIVITIES***

Treasurer and Board of Directors member for several nonprofit organizations

Scott B. Schlag
Audit Manager
Grove, Mueller & Swank, P.C.

***PROFESSIONAL
ACCREDITATION***

- Certified Public Accountant, Oregon (Number 13717).
- Licensed Municipal Auditor, Oregon (Number 1598).

***ENGAGEMENT
EXPERIENCE***

- Nine years' experience auditing Oregon municipalities including compliance testing under OMB Uniform Guidance Single Audits, Oregon commissions, pension plans, nonprofit entities, and private entities.

***PROFESSIONAL
TRAINING***

- Oregon Society of Certified Public Accountants Governmental Accounting and Auditing Conference annually
- Oregon Minimum Standards and Local Budget Law
- AICPA Employee Benefit Plan Audit Quality Center trainings
- Attendance at numerous seminars on accounting and auditing subjects
- Continuing professional education that annually exceeds GAO standards

EDUCATION

- Western Oregon University, Monmouth, Oregon
B.S. Business Administration – Finance

***PROFESSIONAL
SOCIETIES AND
ACTIVITIES***

- American Institute of Certified Public Accountants
- Oregon Society of Certified Public Accountants

ATTACHMENT C

SINGLE AUDIT REPORT EXAMPLES

City of Springfield

Salem Area Mass Transit

CITY OF SPRINGFIELD, OREGON

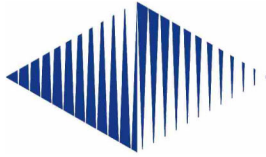
**FEDERAL GRANT
COMPLIANCE REPORT**

Fiscal Year Ended June 30, 2020

Prepared by:

Finance Department
Accounting Division





GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

www.gmscpa.com

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475 Cottage Street NE, Suite 200 • Salem, Oregon 97301-3814

***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Members of the
City Council and the City Manager
City of Springfield
225 5th Street
Springfield, Oregon 97477

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Springfield, Oregon (the City) as of and for the year ended June 30, 2020, 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 29, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing 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's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

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 City'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.

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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from 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 financial statements. 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 or other matters that are required to be reported under *Government Auditing Standards*.

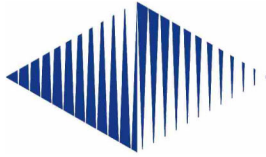
Purpose of this Report

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 City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Jane Mueller & [unclear] PC".

CERTIFIED PUBLIC ACCOUNTANTS

December 29, 2020



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

www.gmscpa.com

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS BY THE UNIFORM GUIDANCE

To the Honorable Mayor, Members of the
City Council and the City Manager
City of Springfield
225 5th Street
Springfield, Oregon 97477

Report on Compliance for Each Major Federal Program

We have audited the City of Springfield, Oregon (the City)'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Springfield, Oregon complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 29, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information 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 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



CERTIFIED PUBLIC ACCOUNTANTS

March 22, 2021

CITY OF SPRINGFIELD, OREGON

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For The Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Grant Number or Pass-Through Entity Identifying Number	Federal Expenditures in Fiscal Year 2019-2020	Amount Provided to Subrecipients
FEDERAL GRANTS				
<u>U.S. Department of Justice</u>				
Direct Programs:				
2018 Bulletproof Vest Partnership Award	16.607	Unknown	\$ 3,891	\$ -
2019 Bulletproof Vest Partnership Award	16.607	Unknown	6,886	-
2017 Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-DJ-BX-0465	10,672	-
2019 Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-DJ-BX-0722	24,712	-
Coronavirus Emergency Supplemental Funding Grant Program	16.034	2020-VD-BX-1201	25,337	-
Total U.S. Department of Justice			71,498	-
<u>U.S. Department of Homeland Security</u>				
Grant passed through State of Oregon, Office of Emergency Management Presidential Major Disaster Declaration FEMA	97.036	4432-DR-OR	162,848	-
Total U.S. Department of Homeland Security			162,848	-
<u>U.S. Department of Housing and Urban Development</u>				
<i>CDBG - Entitlement Grants Cluster</i>				
Community Development Block Grant	14.218	B-14-MC-41-0002	109,507	109,507
Community Development Block Grant	14.218	B-15-MC-41-0002	23,014	-
Community Development Block Grant	14.218	B-16-MC-41-0002	19,390	1,730
Community Development Block Grant	14.218	B-17-MC-41-0002	241,651	211,054
Community Development Block Grant	14.218	B-18-MC-41-0002	340,554	340,554
Community Development Block Grant	14.218	B-19-MC-41-0002	250,045	83,126
Community Development Block Grant Program Income	14.218	N/A	159,366	96,435
<i>Total CDBG - Entitlement Grants Cluster</i>			<i>1,143,527</i>	<i>842,406</i>
Grant Passed through City of Eugene:				
HOME Investment Partnership Programs	14.239	Unknown	11,303	-
Total U.S. Department of Housing and Urban Development			1,154,830	842,406
<u>U.S. Department of Transportation</u>				
<i>Highway Planning and Construction Cluster</i>				
Grant passed through Lane Council of Governments:				
Federal Surface Transportation Block Grant (STBG)	20.205	Unknown	45,000	-
<i>Total Highway Planning and Construction Cluster</i>			<i>45,000</i>	<i>-</i>
<i>Federal Transit Cluster</i>				
Grant passed through Lane Transit District:				
FY17 FHWA STP for Main-McVay Locally Preferred Transit Solution	20.507	OR-2018-035-00	95,000	-
<i>Total Federal Transit Cluster</i>			<i>95,000</i>	<i>-</i>
<i>Highway Safety Cluster</i>				
Grants passed through State of Oregon:				
Springfield PD Safety Belt Overtime Enforcement Grant	20.600	69A37518300004020OR0	849	-
Springfield PD Speed Grant	20.616	69A375130000405eORC	1,044	-
Springfield PD Speed OT Enforcement Grant	20.600	69A37519300004020OR0	825	-
Springfield PD Safety Belt/Child Passenger Safety OT Enforcement Grant	20.600	69A37519300004020OR0	480	-
Grants passed through Oregon Impact:				
2018-2019 Statewide Distracted Driving Enforcement Campaign	20.600	69A375130000405eORC	3,715	-
2019-2020 Distracted Driving OT Enforcement	20.600	69A375130000405eORC	870	-
<i>Total Highway Safety Cluster</i>			<i>7,783</i>	<i>-</i>
2018-2019 DUII HVE OT Grant	20.608	69A37518300001640RA	1,285	-
2019-2020 Impaired OT Driving Enforcement	20.608	69A37518300001640R1	2,330	-
Total U.S. Department of Transportation			151,398	-

The accompanying notes are an integral part of this statement.

CITY OF SPRINGFIELD, OREGON

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For The Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Grant Number or Pass-Through Entity Identifying Number	Federal Expenditures in Fiscal Year 2019-2020	Amount Provided to Subrecipients
<u>U.S. Department of the Treasury</u>				
Grant passed through State of Oregon:				
Coronavirus Relief Fund Grant	21.019	Unknown	\$ 1,057,107	\$ -
Total U.S. Department of the Treasury			1,057,107	-
<u>U.S. Department of Health and Human Services</u>				
Direct Program:				
CARES Act Provider Relief Fund	93.498	Unknown	108,166	-
Total U.S. Department of Health and Human Services			108,166	-
Total Expenditures of Federal Awards			\$ 2,705,847	\$ 842,406

The accompanying notes are an integral part of this statement.

City of Springfield, Oregon

NOTES TO THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS

June 30, 2020

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of the City under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the OMB Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The City has not elected to use the 10 percent de minimus indirect cost rate as allowed under Uniform Guidance. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

NOTE C – LOANS RECEIVABLE OUTSTANDING

The City had the following loan balances outstanding at June 30, 2020

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Amount Outstanding</u>
Community Development Block Grant	14.218	\$ 1,179,624
HUD HOME Grant	14.239	<u>310,130</u>
		<u>\$ 1,489,754</u>

CITY OF SPRINGFIELD, OREGON, FEDERAL GRANT COMPLIANCE REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control reporting:	
· Material weakness(es) identified?	No
· Significant deficiencies identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
· Material weakness(es) identified?	No
· Significant deficiencies identified?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

Major Programs:

CFDA Numbers

Name of Federal Program or Cluster

14.218
21.019

CDBG – Entitlement Grants Cluster
Coronavirus Relief Funds

Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualifies as low-risk auditee?	No

FINANCIAL STATEMENT FINDINGS

None.

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.

SALEM AREA MASS TRANSIT DISTRICT

Federal Compliance Report

For the year ended

June 30, 2020

Marion County, Oregon



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Salem Area Mass Transit District
Salem, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Salem Area Mass Transit District (the District) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 31, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing 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 the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

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 District'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.

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 have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

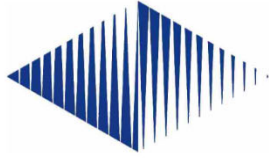
As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. 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 or other matters that are required to be reported under *Government Auditing Standards*.

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 District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


CERTIFIED PUBLIC ACCOUNTANTS

January 31, 2021



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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Salem Area Mass Transit District
Salem, Oregon

Report on Compliance for Each Major Federal Program

We have audited Salem Area Mass Transit's (the District) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2020. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, Salem Area Mass Transit District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the District for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated January 31, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information 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. The information has been subjected to the auditing procedures applied in the audit of the 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



CERTIFIED PUBLIC ACCOUNTANTS

March 23, 2021

Salem Area Mass Transit District
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

	<i>Federal CFDA Number</i>	<i>Pass- Through Entity Grantor/Number</i>	<i>Program/ Award Amount</i>	<i>Expenditures</i>	<i>Passed Through to Subrecipients</i>
U S Dept of Transportation					
<i>Federal Transit Cluster</i>					
<i>Direct</i>					
11 5309 Livability Keizer Transit Center	20.500	OR04-0039	\$ 2,800,000	\$ 538,774	\$ -
14 5307 PM, ADA, Operating, ATI	20.507	OR90-X173	5,847,526	248	-
16 & 20 5307 Operating Assist, PM, ADA	20.507	OR-2020-032	5,172,564	5,172,564	-
5307 CARES Act	20.507	OR-2020-031	15,668,434	3,362,418	-
15 5307 Capital Projects	20.507	OR-2019-025-00	631,506	44,127	-
16 Capital and Rolling Stock	20.507	OR-2019-30	168,434	124,163	-
17 Capital and Rolling Stock	20.507	unknown	1,648,882	394,847	-
5307_ STP Flex 2 Bus Stops, Shelters	20.507	unknown	1,103,007	110,923	-
5307_ STP CAD/AVL	20.507	OR-2017-007	219,378	33,303	-
5307_Bus Replacement	20.507	OR-2019-026	1,434,783	1,434,519	-
ITS System Implementation	20.507	OR-2019-030	1,308,417	18,097	-
5307_APC Counters	20.507	OR-2018-009	659,516	102,686	-
5339_Bus Replacement	20.526	OR-2019-021	2,475,000	2,474,040	-
5339_A Formula_KTC	20.526	unknown	320,000	3,361	-
<i>Total Federal Transit Cluster</i>				13,814,070	-
<i>Transit Services Programs Cluster</i>					
<i>Direct</i>					
FY 18 5310 Mobility of Sr. & Indv. w/ Disabilities Formula	20.513	OR-2018-030	234,747	16,044	-
FY 19 5310 Mobility of Sr. & Indv. w/ Disabilities Formula	20.513	OR-2020-007	240,112	240,112	15,000
				256,156	15,000
<i>Passed through Oregon Department of Transportation</i>					
6 Replacement vehicles	20.513	32853	969,084	207,183	-
19-21 5310 PS, PM, MM	20.513	33593	1,924,416	703,656	-
				910,839	-
<i>Total Transit Services Programs Cluster</i>				1,166,995	15,000
<i>Formula Grant for Rural Areas</i>					
<i>Passed through Oregon Department of Transportation</i>					
CARTS Rural FY19/20 PS, Admin	20.509	33431	728,311	325,137	-
20-21 5311 CARES Act	20.509	34207	364,155	73,947	-
<i>Total Formula Grant for Rural Areas</i>				399,084	-
<i>Highway Planning and Construction Cluster</i>					
<i>Passed through Oregon Department of Transportation</i>					
Rideshare & TDM FY19-21	20.205	32498	1,214,995	344,184	-
<i>Passed through Mid-Willamette Valley Council of Governments</i>					
Transportation Planning 20	20.205	unknown	120,903	120,729	-
<i>Total Highway Planning and Construction Cluster</i>				464,913	-
U S Dept of Treasury					
<i>Coronavirus Relief Funds</i>					
<i>Passed through Oregon Department of Administrative Services</i>					
COVID-19 - Coronavirus Relief Funds	21.019	1557	250,000	199,895	-
<i>Total Expenditures of Federal Awards</i>				\$ 16,044,957	\$ 15,000

Salem Area Mass Transit District
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

PURPOSE OF THE SCHEDULE

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Salem Area Mass Transit District (the District) under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and Circular A-87 when applicable. Because the Schedule presents only a selected portion of the operations of the District it is not intended to and does not present the net position, changes in net position, and cash flows of the District.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

INDIRECT COST RATE

The District has not elected to use the 10 percent de minimus indirect cost rate as allowed under Uniform Guidance.

**Salem Area Mass Transit District
Schedule of Audit Findings and Questioned Costs
Year Ended June 30, 2020**

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issues:	Unmodified
Internal control reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
• Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

Identification of major program:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
20.500, 20.507, 20.526	Federal Transit Cluster
21.019	Coronavirus Relief Funds

Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

FINANCIAL STATEMENT FINDINGS

None

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

PRIOR AUDIT FINDINGS AND QUESTIONED COSTS

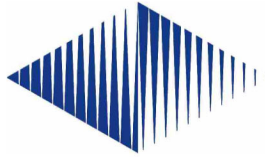
None

ATTACHMENT D

MUNICIPAL REPORT EXAMPLE

City of Springfield

GROVE, MUELLER & SWANK, P.C.



GROVE, MUELLER & SWANK, P.C.

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor, Members of the
City Council and the City Manager
City of Springfield
225 5th Street
Springfield, Oregon 97477

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Springfield, Oregon (the City) as of and for the year ended June 30, 2020, 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 accounting principles generally accepted in the United States of America; this includes 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 fraud or error.

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 and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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 City'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, each major fund, and the aggregate remaining fund information of the City of Springfield, Oregon, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (MD&A), schedule of revenues, expenditures, and changes in fund balance (non GAAP budgetary basis) – budget to actual for the General Fund, Street Fund, Police Local Option Levy Fund, and Street Capital Projects Fund and the required supplementary information schedules for OPEB, CRP, and OPERS as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the MD&A and the required supplementary information schedules for OPEB, CRP, and OPERS in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The schedules of revenues, expenditures, and changes in fund balance (non GAAP budgetary basis) – budget to actual (as described above) are the responsibility of management and were derived from and relate 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 budgetary comparison information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The other supplementary information, introductory section, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information 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 other supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections 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 them.

Reporting Required by Legal and Regulatory Requirements


Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance

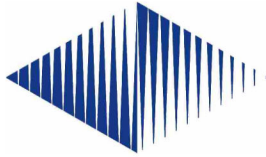
Reporting Required by Oregon Minimum Standards

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated December 29, 2020, 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.

GROVE, MUELLER & SWANK, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

By: 

Ryan T. Pasquarella, A Shareholder
December 29, 2020



GROVE, MUELLER & SWANK, P.C.

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INDEPENDENT AUDITOR'S REPORT REQUIRED BY OREGON STATE REGULATIONS

To the Honorable Mayor, Members of the
City Council and the City Manager
City of Springfield
225 5th Street
Springfield, Oregon 97477

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the City of Springfield, Oregon as of and for the year ended June 30, 2020, and have issued our report thereon dated December 29, 2020.

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 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.**
- **Programs funded from outside sources.**
- **Highway revenues used for public highways, roads, and streets.**
- **Authorized investment of surplus funds (ORS Chapter 294).**
- **Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).**
- **Accountability for collecting or receiving money by elected officials - no money was collected or received by elected officials.**

In connection with our testing nothing came to our attention that caused us to believe the City 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.


Internal Control Over Financial Reporting

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

Restriction on Use

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

GROVE, MUELLER & SWANK, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

By: 

Ryan T. Pasquarella, A Shareholder
December 29, 2020

ATTACHMENT E

MANAGEMENT LETTER EXAMPLES

City of Sweet Home

Haven Center



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS
475 Cottage Street NE, Suite 200, Salem, Oregon 97301
(503) 581-7788

May 20, 2020

The Honorable Greg Mahler, Mayor
And Members of the City Council
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386

In planning and performing our audit of the financial statements of the City of Sweet Home (the City) as of and for the year ended June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances 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's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph 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.

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 City's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the City's internal control to be significant deficiency:

CURRENT YEAR

ACCOUNT RECONCILIATIONS

Situation/Recommendation

During our audit, we noted that periodic reconciliations on various major accounts was not performed (cash, accounts payable, accrued liabilities, and interest revenues allocations). It is important to reconcile subsidiary ledgers or supporting schedules to the general ledger to ensure the accuracy of financial information and minimize the risk of misstatement or misappropriation. We strongly recommend that a policy be implemented, whereby all subsidiary ledgers and/or supporting schedules are reconciled to the general ledger or on a monthly or otherwise timely basis. We also recommend that appropriate management-level personnel review the reconciliations for accuracy and document evidence of their review for audit purposes.

Management's Response

Due to the construction and relocation of City Hall during the fiscal year and staff's involvement in managing the project, management was unable to reconcile accounts timely. Timely reconciliations will be completed in the future to ensure financial reporting is accurate and to avoid additional missteps regarding excess expenditures.

We considered the following deficiency in the City's internal control to be significant deficiency in the prior year:

PRIOR YEAR

TIMELINESS OF BANK RECONCILIATIONS

Situation/Recommendation

It was noted that bank reconciliations were not performed timely during the fiscal year. This lack of timely reconciliation results in inaccurate reporting of balances and could result in fraudulent items negotiated against the City's bank accounts. We recommend that timely bank reconciliation procedures be implemented.

Status Update

See current year deficiency related to timely reconciliation of accounts.

The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance of the City of Sweet Home the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Very truly yours,



CERTIFIED PUBLIC ACCOUNTANTS



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS
475 Cottage Street NE, Suite 200, Salem, Oregon 97301
(503) 581-7788

March 18, 2020

Julieta Sicat, Shareholder
Haven Center LLC dba Haven Center of Oregon
15160 SW Davis Rd
Beaverton, OR 97007

In planning and performing our audit of the financial statements of Haven Center LLC dba Haven Center of Oregon as of and for the year ended December 31, 2018 in accordance with auditing standards generally accepted in the United States of America, we considered Haven Center of Oregon's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances 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 entity's internal control. Accordingly, we do not express an opinion on the effectiveness of Haven Center of Oregon's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph 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 discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

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 over financial reporting, 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 reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

We consider the following deficiency in the entity's internal control to be a material weakness:

USE OF THE GENERAL LEDGER

During our audit, we noted that some general ledger account balances required additional reconciliation and, in some cases, outside corroboration to finalize financial information. This reconciliation process and the need for outside corroboration could cause future delays in the financial statements as well as allow for possible irregularities, to exist and continue without notice. We recommend Haven Center of Oregon

immediately reconcile the backlog of accounts and make future reconciliations of accounts on a consistent basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the entity's internal control to be significant deficiencies:

ACCRUAL BASIS OF ACCOUNTING

During our audit, we noted that Haven Center of Oregon uses the accrual basis of accounting for financial statement purposes but the cash basis of accounting for tax purposes. The internal books, however, are maintained on the cash basis, which makes interim reporting very difficult because various accrual basis adjustments must be posted to the books to arrive at the accrual basis. We recommend that Haven Center of Oregon maintain the general ledger on the accrual basis during the year. This would ease the ability to effectively and efficiently prepare interim financial reports on the accrual basis. Conversion to the cash basis could be performed at year-end only for preparation of the tax return.

PERSONAL EXPENSES

During our audit, we noted personal and business expenses charged to credit cards that are ultimately paid by Haven Center of Oregon. Based upon our investigation, the personal expenses were properly posted to the distribution account of the Shareholder. The area of personal expenses can be a hotbed for intense analysis and scrutiny in the event of an audit by the IRS or other such inquiry or investigation. To maintain compliance with tax requirements relating to proper business expenses, we recommend, for all future years, that all personal expenses not be commingled with business expenses.

This communication is intended solely for the information and use of the Shareholder, others within the organization, and the State of Oregon and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jore, Mueller & Quirk, PC". The signature is fluid and cursive, with the initials "JQ" being prominent.

CERTIFIED PUBLIC ACCOUNTANTS

ATTACHMENT F

NOT TO EXCEED PRICE FOR PROPOSED SERVICE SCHEDULE

GROVE, MUELLER & SWANK, P.C.

Not to Exceed Price for Proposed Service Schedule**a. Fiscal Year Ending June 30, 2021**

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Canby, Oregon, the firm referenced below hereby submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fiscal Year Ended June 30, 2021						
Key Personnel	F/S Audit Hours	URA Hours	Single Audit Hours	Total Hours	Hourly Rate	Total
Engagement Partners	40	2	8	50	\$ 280	\$ 14,000
Engagement Manager	56	4	16	76	150	11,400
Engagement Senior/Staff	108	6	34	148	90	13,320
Clerical/Support Staff	2	1	1	4	50	200
	<u>206</u>	<u>13</u>	<u>59</u>	<u>278</u>		<u>\$ 38,920</u>

b. Future Fiscal Years Ending June 30th

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Canby, Oregon, the firm referenced below hereby submits the following cost proposal:

	Fiscal Years Ending June 30th,				
	2021	2022	2023	2024	2025
Financial Statements	\$ 29,420	\$ 30,300	\$ 31,200	\$ 32,100	\$ 32,700
URA Statements	1,750	1,800	1,900	2,000	2,100
Single Audit (two programs)	<u>7,750</u>	<u>8,000</u>	<u>8,200</u>	<u>8,400</u>	<u>8,700</u>
	<u>\$ 38,920</u>	<u>\$ 40,100</u>	<u>\$ 41,300</u>	<u>\$ 42,500</u>	<u>\$ 43,500</u>

The City of Canby expects to receive technical assistance, as needed, from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them on a separate sheet.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract with the City of Canby, for the services identified in the Request for Proposal.

Firm Name: Grove, Mueller & Swank, P.C.

Signature: 

Date: April 8, 2021

Printed Name: Ryan T. Pasquarella

Title: Shareholder

Email Address: ryan@gmscpa.com

Phone # 503-581-7788

GROVE, MUELLER & SWANK, P.C.

F-1



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Joseph A. Lindsay

ITEM: Res. 1346—Authorizing an Addendum to the Existing City Attorney Employment Contract

Summary

Whether or not to allow the current contract with the City Attorney to be amended to expand the duties and responsibilities of the position to include some from the City Administrator.

Discussion

The position of City Attorney is currently a City Official position that directly reports to the City Council. The other City Officials are the City Administrator and the Municipal Court Judge. The Charter allows the combination of two or more of these City Official positions (Ch3, Sec5) to allow for flexibility. The Council can therefore opt to combine the City Attorney position with that of City Administrator to expand the duties and responsibilities of the City Attorney. This addendum will allow for such expansion of duties and responsibilities while maintaining the underlying duties and independent integrity of the original, singular position of City Attorney.

The City currently is without an Assistant City Administrator, and several of the duties of the last ACA were re-distributed at the time of the vacancy to the City Attorney (first as he became the Interim City Administrator, and secondly, as the current City Administrator has appreciated how the City duties have been divided/shared across various personnel).

The City Administrator and City Attorney jointly see this addendum as advantageous to the City. One of the advantages is to cement the de facto Acting City Administrator role for the City Attorney whenever the need arises. Another advantage would be to allow the City Administrator more flexibility in workforce supervision and organizational structure with the allowance of supervisory duties for the City Attorney/Assistant City Administrator position. This addendum likewise gives homage to the nature of the work being done and the close relationship that these two positions currently enjoy. It fulfills and solidifies certain professional goals of the City Attorney, it leaves in place the check and balance of power envisioned in the Charter, and it is easily removed in the case that it ceases to be advantageous to the parties.

Attachments

Addendum to the Existing City Attorney Employment Contract

Fiscal Impact

Five percent of base salary—currently \$7,250 per year

Options

- Approve the resolution, allowing for the addendum
- Do not approve the resolution, and the current contract will stay as-is.

Recommendation

Staff recommends the Council approve the resolution as written.

Proposed Motion

"I move to approve Resolution 1346; A Resolution Authorizing an Addendum to the Existing City Attorney Employment Contract."

RESOLUTION NO. 1346

**A RESOLUTION AUTHORIZING AN ADDENDUM TO
THE EXISTING CITY ATTORNEY EMPLOYMENT CONTRACT**

WHEREAS, the City of Canby and the current City Attorney, Joseph A. Lindsay, enjoy a contractual agreement for such services, and;

WHEREAS, the current contractual agreement limits the scope of employment to that single, appointed position, title, and respective duties, and;

WHEREAS, the City of Canby and Joseph A. Lindsay would like to amend the existing contract to allow for some duties under the umbrella of the City Administrator with the title of City Attorney/Assistant City Administrator, and;

WHEREAS, the Canby City Charter, Chapter 3, Section 5, allows the Council to combine any two or more appointive offices.

NOW THEREFORE, BE IT RESOLVED by the City of Canby City Council, as follows:

To authorize the proposed and attached addendum to the existing employment contract.

This resolution shall take effect April 21, 2021.

ADOPTED this 21st day of April 2021, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Melissa Bisset
City Recorder

Addendum to Existing Employment Contract between the City of Canby and Joseph Lindsay

This Addendum to the Agreement for employment is entered into between the City of Canby, Oregon, an Oregon municipal corporation (City), and Joseph Lindsay.

RECITALS

- A. Joseph Lindsay is presently employed with the City as a regular, full-time City Attorney under an employment contract with several provisions and agreements that can only be terminated according to its own terms.
- B. This Addendum to the current contract between Joseph Lindsay and the City (to be effective April 21, 2021), does not otherwise alter or change the provisions of the original contract except in the following particular ways:

ADDENDUM

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth in this Addendum, it is hereby agreed to as follows:

- 1. Effective April 21, 2021, the City agrees to modify Joseph Lindsay's job title to include City Attorney/Assistant City Administrator, retaining his appointment as City Attorney, with the same duties and privileges of that attorney position in which he maintains employment, and including other such duties as may, from time to time, be assigned by the City Administrator. Joseph Lindsay will continue to directly report to the Council for all City Attorney duties, however the additional duties as the Assistant City Administrator will be supervised by the City Administrator, to include supervisory duties and acting as Acting City Administrator in the City Administrator's absence.
- 2. The term of this Addendum is open-ended; however, if the City or Joseph Lindsay wish to end this addendum, either can do so with thirty (30) days written notice, with or without cause. The termination of this addendum will not impact the underlying City Attorney contract/position in any way. Any termination of this addendum shall be done in a way that does not negatively impact the City Attorney position or serve as an official, negative

evaluation of the City Attorney. All other duties and provisions of the underlying contract will remain in full force and effect.

3. To recognize and compensate for the additional duties of this addendum, the City agrees to pay Joseph Lindsay an additional five (5) percent increase of base salary. All other forms of compensation and benefits will remain the same (following current accrual levels and consistently applying the non-represented management benefits where applicable). If this addendum is terminated by either party, the five (5) percent base pay increase will terminate as well, however, all other compensation, benefits, and various accruals will continue in normal course for the City Attorney position.

4. The intent of the parties is to allow for a hybrid position that maintains the integrity of the City Attorney position while allowing for duties that traditionally and specifically fall under that of the City Administrator. This addendum is attempting to codify some of what is already occurring, but allow for additional flexibility to meet City needs and provide more clear and consistent designation when the need for an Acting City Administrator arises.

This Addendum is effective when signed, but will date back to April 21, 2021.

As representative witnesses with the City of Canby, Oregon, the following individuals have executed this Agreement:

By: _____	_____
City Administrator	City Attorney/Assistant City Administrator
Scott Archer	Joseph A. Lindsay

Date: _____ Date: _____



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
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www.canbyoregon.gov

City Council Staff Report

DATE: April 21, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Julie Blums, Finance and IT Director
ITEM: Street CIP and Ivy St Utility Undergrounding Follow-up

Summary

This is a follow-up to a Council work session on February 17, 2021 to discuss the Street Capital Improvement Plan (CIP) as well as the Ivy Street utility undergrounding discussion held at the April 7, 2021 meeting.

Background

There has been ongoing consideration by the City of Canby, in conjunction with Canby Utility Board (CUB) regarding undergrounding electric utilities in conjunction with the planned Ivy Street improvement project. Council requested that staff present options available to the City for funding this project and what the potential impacts would be on other street capital projects. The scope of the planned improvements on Ivy Street is from 99E to approximately the location of Canby Sign & Graphics.

Discussion

Staff has prepared a five year street capital project funding forecast without the undergrounding project to determine possible options for funding. Staff has arrived at several options for funding the undergrounding project. They are listed below in the options section.

Attachments

- Five Year Street CIP Forecast
- Map of Ivy St detailing the scope of undergrounding of electric utilities

Fiscal Impact

Approximately \$1,000,000

Options

1. Interfund loan from the Sewer Fund – This is an easy and inexpensive option that allows the Street Fund to borrow money from the Sewer Fund and payback the loan with interest over a period of up to 10 years.
2. Street Fund reserve balance – Funds for the undergrounding won't be needed until FY22-23 or FY23-24. There will be sufficient fund balance reserves at that time to pay for the undergrounding.
3. American Recovery Plan (ARP) or other available Federal Money – At this point direction has not been given as to whether or not the ARP money can be used on Street Infrastructure. If the guidance says street infrastructure is an allowable use then the ARP money or other future federal infrastructure funds could be used to pay for the undergrounding.

Recommendation

Staff recommends the use of ARP funds as the first option if allowed, if not then using fund balance would be staff's second recommendation and an interfund loan as the third option.

Street Capital Project Five Year Funding Forecast
FY21-22 - FY25-26

Project Name	Estimated Project Cost	St Impr SDC	St Reimb SDC	St Maint/ Gas Tax	Fed Fund Exchange	St FB	Sewer Imp	Sewer Reimb	Sewer & Storm FB	Storm Imp	Storm Reimb
Estimated Beg Balance		4,874,869	721,514	1,908,381	(75,000)	-	14,125	493,338	-	109,208	44,506
Projected Revenue FY21-22		760,000	152,000	1,035,000	834,898		95,000	356,250		52,250	11,400
S Ivy St, Hwy 99E to S 12 th Ave, Sidewalks w/County Project	2,713,285	(607,176)		(72,216)							
Industrial Park Connection to 99E	7,350,000	(1,562,930)									
N Knott St, NE 3 rd to 4 th Ave, 300 LF	136,906		(88,756)								(21,150)
N Locust St, NE 4 th to NE 10 th Ave, 1,400 LF	992,423		(41,873)	(50,000)	(484,898)			(279,847)	(28,000)		(32,805)
NE Territorial Rd/N Redwood St Intersection Improvements	165,000		(108,000)	(45,000)					(12,000)		
Street Maint Program				(1,262,500)							
Projected Ending Balance FY21-22		3,464,763	634,885	1,513,665	275,000	-	109,125	569,741	-	161,458	1,951
Projected Revenue FY22-23		500,000	100,000	1,041,000	275,000		85,000	350,000		45,000	8,000
S Ivy St, Hwy 99E to S 12 th Ave, Sidewalks w/County Project	2,713,285	(365,915)	(154,085)								
Industrial Park Connection to 99E	7,350,000	(1,909,000)						(800,000)	(250,000)		
NE 10 th Ave, Ph 1, N Ivy to N Locust St Sidewalks, 1,200 LF	275,000				(275,000)						
NE 12 th Ave, N Ivy to Cul-de-sac	150,000			(33,000)	(85,000)			(12,000)	(12,000)		(8,000)
S Ivy St, S 12 th Ave to Bridge, Curb, SW, ¼ panel, 1,200 LF	150,000				(138,000)			(12,000)			
Street Maint Program				(1,368,000)							
Projected Ending Balance FY22-23		1,689,848	580,800	1,153,665	52,000	-	194,125	95,741	-	206,458	1,951
Projected Revenue FY23-24		400,000	85,000	1,047,000	275,000		80,000	325,000		40,000	5,000
S Ivy St, Hwy 99E to S 12 th Ave, Sidewalks w/County Project	2,713,285		(624,047)			(150,000)					
Industrial Park Connection to 99E	7,350,000	(1,738,070)						(90,000)			
N Pine St, NE 4 th to 8 th Ave Realignment, 1,200 LF	850,000	(175,000)		(150,000)	(300,000)	(115,000)				(110,000)	
Street Maint Program				(1,824,000)							
Projected Ending Balance FY23-24		176,778	41,753	226,665	27,000	-	274,125	330,741	-	136,458	6,951
Projected Revenue FY24-25		400,000	85,000	1,053,000	275,000		85,000	350,000		30,000	5,000
S Ivy St, Hwy 99E to S 12 th Ave, Sidewalks w/County Project	2,713,285		(100,000)			(134,871)			(160,000)	(160,247)	
NE 10 th Ave, Ph 2, N Locust to N Maple St, 1,100 LF	700,000	(160,000)		(120,000)	(300,000)	(10,000)			(100,000)		(10,000)
NE 10 th Ave, Ph 3, N Maple to N Pine St, 1,300 LF	750,000	(170,000)		(150,000)		(320,000)			(110,000)		
Street Maint Program				(780,000)							
Projected Ending Balance FY24-25		246,778	26,753	1,009,665	2,000	-	359,125	680,741	-	6,211	1,951
Projected Revenue FY25-26		400,000	85,000	1,059,000	275,000		85,000	350,000		30,000	5,000
S Ivy St and S 18 th Avenue, Traffic Circle	600,000			(92,000)	(118,000)	(340,000)			(45,000)		(5,000)
N Pine St, NE 8 th to 10 th Ave, 600 LF	380,000		(80,000)	(65,000)	(159,000)			(12,000)	(64,000)		
Street Maint Program				(900,000)							
Projected Ending Balance FY25-26		646,778	31,753	1,011,665	-	-	444,125	1,018,741	-	36,211	1,951

Prepared by JB 4/12/21

The red line represents power line to be buried. The blue line represents power line to remain overhead.

