

CITY OF MOSIER

small enough to make a difference

CITY COUNCIL MEETING

Wednesday August 04, 2021, 6:30 P.M.

City of Mosier Wasco County is inviting you to a scheduled Zoom meeting.

City of Mosier Wasco County is inviting you to a scheduled Zoom meeting.

Topic: City of Mosier City Council Meeting

<https://us02web.zoom.us/j/84601793321?pwd=NW9aK3YzUUJhOU1aSzRraGtia1VpZz09>

Meeting ID: 846 0179 3321

Passcode: 404305

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 846 0179 3321

Passcode: 404305

Find your local number: <https://us02web.zoom.us/u/keEiASn86W>

AGENDA

I	6:30 pm	Call to Order/Roll Call – Mayor Burns	
II	6:32	Agenda corrections or additions	
III	6:35 pm	Business from the Audience - This is for Mosier residents and anyone else to express concerns, needs, or opportunities. Please keep your comments succinct and under two minutes. You may bring in written materials for Committee and Staff to review. The Facilitator can assign the issue to a future Committee, or to an appropriate staff member. Please realize that we cannot always offer a response immediately but will give the matter due consideration. We encourage the participation of all stakeholders in our community.	5 mins
IV	6:40 pm	Approval of: 07/07/2021 - Mtg Minutes	5 mins
V		BUSINESS	
1.	6:45 pm	RCP Gate Contract – Grim	10 min
2.	6:55 pm	3rd Ave. Sidewalk Contract – Grim	10 min
2.	7:05 pm	NMTC Engagement Letter with Roeder and Associates - Witt/Colleen	15 mins
3.	7:20 pm	Audit Staff Report -- Colleen	10 mins
4.	7:30 pm	EV Charging Station – Colleen	10 mins
5.	7:40 pm	Rafting – Council/Staff Update -All	10 mins
6.	7:50 pm	ANNOUNCEMENTS (Council Applicant, COVID protocol) – Jayme	5 mins
7.	7:55 pm	ADJOURN	



CITY COUNCIL MEETING

Wednesday July 07, 2021 6:30 P.M.

Please join our meeting online or by phone at the following link or phone number:

Join Zoom Meeting

<https://us02web.zoom.us/j/83039991674?pwd=REtyOFJzUWV3d0Y2ZWJjb0t5S25yZz09>

Meeting ID: 830 3999 1674

Passcode: 971468

One tap mobile +12532158782,,83039991674#,,,,*971468# US (Tacoma)

Dial by your location

+1 253 215 8782 US (Tacoma)

PUBLIC MEETING MINUTES

July 07, 2021

Mayor Burns calls to order 6:30

Mayor Burns, Witt Anderson, Peny Wallace, Ron Wright, Charlie Cannon, Acasia Berry

Staff: Colleen Coleman City Manager, John Grim City Engineer, Jayme Bennett City Recorder

Consent Agenda:

Additions or Corrections to the Agenda: Witt Anderson would like an audit update. Colleen Coleman explains that it is scheduled for the next meeting. Mayor Burns inquires about exit interview attendance. Colleen let's council know they can attend.

Addition: Gate update.

Addition: Evaluation process for employee review and committee formation.

Mayor Burns would like to offer the trees being moved the first item of the agenda - to allow for Stephanie to participate.

Business from the Audience: Carol Schmidt would like to spend a couple minutes on the gate and the new imposed fee of 50.00 as a concerned citizen. Rock Creek Park's initial purpose was for families, secondary use became kiting. It is the cooling center for the heat wave for the entire community, and sometimes the only option for many. I implore you to consider the families of Mosier thoughtfully – anyone with a local address with the tax burden should be granted free access. The reduced fee for the less resourced is not appropriate, as people should not have to go begging for access to a park.

Charlie Cannon read the notes from the last meeting and is just getting caught up on the gate conversations, however, reminds council that the TLT tax will provide tourism dollars which could be used for the gate/offsetting pass expenses for locals and potentially providing a balance.

In person meetings or Zoom or hybrid?

Commissioner Scott Hege had first in person meeting, hybrid meeting. Normal meeting place, with bandwidth to provide zoom connection or otherwise. Camera on staff and commissioners, normal meeting plus audio/video option.

Many people that wouldn't come to the meetings normally, are able to join because of the virtual component. Hege will chat with IT folks and get information together for Mosier to explore. Challenge was not being able to see the virtual participants, and not feeling like they could see if someone had a question. They will work out the kinks.

We will explore options once we see what Commissioner Hege provides for information. Jayme can also look into the transitional time of both audio/video and in person, what other small cities are doing. (Condon specifically). COVID funding can assist in expenses.

Motion to approve minutes from 06/23/2021 as written:

Peny Wallace

2nd Witt Anderson

All in, no opposition 6:45

Motion to approve minutes from 07/03/2021 as written:

Witt Anderson

2nd: Ron Wright

All in, no opposition 6:46

Let's take what Scott brings and see what he most viable functional system is.

Jayme to reach out on what small cities doing with the hybrid and transition and Condon will be asked

John Grim provides an update on the activity in Tannawashee development with background information on the process.

There have been concerns with tree removal from the original approval and conditions of the plat (2008).

There are tanker trucks, with fire hoses on site always. Additionally, a staff member stays on site at the end of the day for a couple hours to observe and prevent any issues. (fire).

Summit mobilized equipment without steel to provide additional prevention measures. They are acutely aware of the potential of a spark starting a fire.

The Chief is also visiting the project quite often.

There are complaints regarding the removal of trees. The original conditions of approval are included in the staff report, and the conditions relevant to this conversation are highlighted.

Fill slopes require additional trees to be planted. Most of the work on phases 4 and 5 are cut slopes. The terrain is rocky and it is not feasible to plant. Colleen Coleman and the developer are working together on mitigation with street trees, additional plantings etc. In hindsight it was not practical to plant the cut slopes.

The vast majority of the tree removal will take place on the home sites, not the streets. The homes are on sloped lots, and everyone wants a view. Unfortunately, the developer chose to put a road through a forested area and develop the lots. That is allowed by the zoning code. Not much we can do at this point.

Acasia would like to know if there is anything we can do with the lots that have not been sold yet. There is nothing in our code to protect the trees. We can purchase the land. We can levy a tax if the community wants the trees preserved or the green space. They can do that.

Stephanie Bowman would like to comment: Thank you to the staff (Colleen and John Grim specifically have been responsive, Peny and Witt as well have been by to view the issue). The developer came in and cut a grove of 100 ft trees. Left them blocking my road, for several days, drying out and creating a fire hazard. There has not been a water truck there except for one day. There has not been a person on site monitoring in the evenings. The piles of dead debris are creating a hazard.

It is concerning as a property owner that I would have little way to get out, in addition to the concerns for Mosier.

The cherry trees look nice, but they provide no shade. The trees on Blanchard do provide shade and cool the earth.

I hope you do explore buying some of those lots. Having green space and protecting old growth trees is essential. It was 115 degrees a week and a half ago. I appreciate your effort to find compromise.

(Peny)

Phase 4 and 5 are old growth and any replacement will not have the value these trees provide. Phase 1, 2, 3 of Tannawashee have gone great. As they come up to 4 and 5 – for the widening of the road to code, the scrub oak and maple taken out during the heat (90-100+ degrees) it was like an inferno. As you go up Blanchard, the other trees provide a huge shade relief and difference in temperature.

Native plant specialist and approval plans must be met prior to final approval.

John Grim: specific condition language in the approval contradicts that statement with specifics to the slope, and I am not the planner, so I am not clear on what the intent was.

Acasia Berry: What is the timeline for ordinances getting in place for the City of Mosier for tree protection? What is the timeline for the lots?

Colleen Coleman (late winter/spring for lots). We need to work with the city attorney to navigate the process and we can prioritize this if our city planner can accommodate with the other many priorities we have.

Witt Anderson would like clarification on the final plat approval and vegetation/planting. We don't want to give up the authority we have, no matter how small, prior to going to final plat.

John Grim: We will have to ask them to post bond because it is in the public right of way – this is a small portion of the issue. John will ask them to do that prior to final plat. This will be a challenge, with the rocky terrain, I don't want to be a pessimist. I will talk with them.

Council acknowledges the need to remove trees to accommodate building a home. The City of Mosier dictating tree preservation and the liability issues will be deferred to legal counsel.

Legislative Funding:

Witt Anderson: 750k from the State of Oregon for Mosier Center and 2.5m for the tertiary treatment plant. The 29th of June the house and senate passed both. We don't anticipate any issues. Huge thanks to everyone. Mayor Burns, Colleen Coleman put in a huge amount of effort. The Chief, Phil Evans as well. Hundreds of hours between the 5 or 6 of us. It really paid off.

Senate earmark funding and UPRR:

500 applications, and we made it through the initial step. Submitted all that was requested, and we are now waiting. Equity and underserved community were the priorities of the funding this year.

UPRR transferred the funds to our bank. We are lucky to have the opportunity to redirect a substantial portion of the funding to the Mosier Center. Keeping in mind the importance of the restoration planting of RCP.

RCP Gate:

John Grim: Coburn is willing to work on the gate, as it has been very difficult to find anyone to do small projects in Mosier.

Mayor Burns would also like a camera figured into the project.

Peny would like all of us to think about the concerns raised by Kris and Carol. Thinking outside of the box is the approach we all could take to consider the issues.

City Council deliberates the many issues and concerns and ideas around the parking, passes and what the balance is. This is a goal and ongoing issue for the council.

Personnel and Review:

Acasia, Witt and Ron have volunteered to be the personnel committee (used to be the hiring committee). These 3 could be the group that reviews personnel (initially the policy review group).

Colleen will speak with the city attorney regarding the process/public requirements.

Witt and Ron have been working on templates, and how to do the process of a review. Work plan is tied to budget, performance and reviews. The next piece is reviewing the old draft documents and policies and updating those. The review of City Manager would be a component of this draft policy document.

The forthcoming year – we should tie our objectives and goals to a work plan. There are examples online. We can't do that looking back, obviously.

Colleen will receive the documents and comment and return. The employee review is a series of questions – self review and committee review. Can we speed it up? What is most efficient? Assigning a couple members then allowing them to report to council.

Announcements:

Speaking of equity and inclusion – the Spanish speaking population is not receiving our communications clearly because of our lack of language skills. We have identified a woman that can assist with translations as well as website updates and developments in a short amount of time.

Rafting: Start with Witt Andersons availability because of his volunteering commitments, he has the least flexible schedule.

Adjourn: 8:30

CITY OF MOSIER

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Staff Report

Meeting Date: 8/4/21

Staff: John Grim – City Engineer

Agenda Title: Rock Creek Park Gate Construction – Recommendation of Award

Agenda Action: Motion to authorize purchase of gate and award of contract to Coburn Electric.

Fiscal Impact: Construction cost is estimated to be about \$15K .

Staff Recommendation: Purchase the gate and award construction contract to Coburn Electric.

Background:

The City desires to install an automatic gate at the entrance to Rock Creek Park. Staff and the Park Committee member and City Councilor – Witt Anderson, investigated three gate options and in addition requested quotes for gate installation. A summary of Witt's investigation:

1. Paramount Gate:
 - a. \$17,300 installed.
 - b. Does not include concrete footing.
 - c. Specifies a customer provided token system.
2. Metro Access Control
 - a. \$15,300 installed.
 - b. Does include the concrete footing.
3. All Security Equipment
 - a. \$5,788.45 not including installation. See attached quote.
 - b. This vendor does not do installation.

I sent a RFQ to several contractors for installation of the gate subsequent to review of Witt's research. I received one quote from Coburn Electric of Odell for \$8,760. The total cost, then, under Option 3 is \$14,548.45.

Witt and staff worked closely with the vendors on gate specifications. The gate functionality was thoroughly investigated and specific equipment was selected to meet the City's needs. The gate was not evaluated for long term maintenance needs, expected life cycle or annual O&M cost. The gate location was agreed upon by the Mayor - Arlene Burns, City Councilor - Witt Anderson and John Grim – City Engineer.

Proposal:

Recommendation of Award

Pursuant to the City of Mosier Public Contracts and Purchasing Code, I propose recommendation of award of the gate installation contract to Coburn Electric in the amount of \$8,760. I also recommend that the City purchase the gate

equipment directly in the amount of \$5,788.45 not including shipping. The gate will be shipped directly to Coburn Electric's office in Odell.

Coburn Electric has done automatic gate installation work – most recently on the Bridge of the Gods in Cascade Locks. Coburn Electric is using Waits Excavation for civil site work. I have worked with both Coburn Electric and Waits Excavation many times over the last 10 years and in my opinion, they are highly qualified and capable of doing this project. Coburn Electric staff visited the site on two occasions and are thoroughly familiar with the scope of the project and the City's requirements.

Contract Review Board Findings:

The Mosier City Council (as the City's Local Contract Review Board) adopts the following findings in determining that this contract may be awarded as recommended by the City Engineer:

1. Procurement Process: City staff issued a RFQ to more than three contractors as required by the City's intermediate procurement code. See excerpt below.
2. Qualifications: Coburn Electric is qualified to perform automatic gate installation work.
3. Cost: The proposed cost is reasonable and within the City's project budget and it is the lowest quote received.

3.01.060. Intermediate Procurement. *Any procurement of goods or services exceeding \$5,000 but not exceeding \$100,000 may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective, qualified contractors. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchasing officer shall make a written record of the effort to obtain the quotes or proposals. A contract shall be awarded under this section to the responsive bidder whose bid is the most advantageous to the city concerning price, conformity to the specification, bidder qualifications and experience, compatibility with existing equipment and similar relevant factors.*

Implementation:

Staff suggest that gate installation work be done after October 1 (end of the windy season). This will minimize the amount of confusion and logistical challenges of switching to a new access system during the peak wind season. A thorough public notice campaign may be necessary to inform users of the new system and should include notices on the City's website, in Suzi's newsletter, and posted at City Hall, the Post Office and at the Park entrance. Rigorous public notice should minimize complaints and confusion. However, the City Council and staff should anticipate significant criticism and confusion from users in the first few months of operation.

Season passes will be purchased from City Hall and will include a card. The gate comes with software to allow staff to activate the cards, renew them, etc. A card reader will be located at the gate. Day passes will be purchased at Brenna's Market in the form of re-usable tokens. A token machine will be next to the gate. There will be a pedestrian/bicycle bypass around the gate.

Alternatives:

The City Council may approve the recommendation of award, take no action, or delay a decision and request additional information.

Proposed Motion. Suggested motion: "I move to recommend award of the Rock Creek Park gate installation contract to Coburn Electric and to authorize the City Manager to sign an agreement with Coburn Electric and in addition I move to authorize the City Manager to purchase the gate equipment from All Security Equipment."

BID QUOTATION

To: John Grim P.E.

07-23-2021

John Grim & Associates

Phone: (541) 993-5421 Cell

(509) 365-5421 Office

Email: jgrim@johngrimassociates.com

From: Dennis Muilenburg

Project: Cardinal Glass

Coburn Electric, Inc. is providing this quotation for labor and material to install (1) automatic gate to the entry of the Marina Park in Mosier as follows:

Proposal to include:

1. Electrical permit fees
2. Extended existing 120v circuit around building
3. Transition above circuit to underground to gate controller pedestals
4. Install various conduits/wiring from gate controller to card reader and token machine.
5. Install ground loop sensor
6. Install gate equipment
7. Programming gate equipment

Total price for above work \$4761.00

Allowance/Adder:

1. Trenching and Backing fill \$2200.00
2. Concrete pouring and finish \$1800.00

Note:

- Owner is responsible for supply of all gate equipment.
- Work to be done Monday through Friday 07:00 to 3:30
- Coburn Electric considers any COVID -19 related changes imposed by Manufacturers and Suppliers as outside its reasonable control and subject to Force Majeure provisions.

Excludes:

Rock hammering, Union Pacific permit and/or fees, Flagging, Traffic Control, and Damage to any existing underground.

COBURN

ELECTRIC

OR CCB #861 INC.

Coburn Electric
P.O. Box 118
3745 Eagle Loop
Hood River, OR 97031
541-354-1163
541-354-1160 Fax

Tygh Valley Office
81532 Fairground Rd.
Tygh Valley, OR 97063
541-483-2266
541-483-2260 Fax

The Dalles
541-296-2199

Control Division
541-354-1163
541-354-1160 Fax

TERMS:

Quotation Valid for 10 days. All payments are due within 10 days of our dated invoice. If all payments are not made on time, a 1.5% interest per month shall be charged on all accounts 30 days past due. The Buyer's signature shall constitute an acceptance of all the condition stated above. Installation will be guaranteed against defects in workmanships for period of one year.

Accepted by: _____ **Date:** _____

By: Dennis Muilenburg **Date:** 07-23-2021
Dennis Muilenburg, Estimator

City of Mosier Oregon, Colleen
 208 Washington Street
 Mosier OR 97040
 United States
 +1 541-490-9758
 jgrim@johngrimassociates.com

Quotation # S12397

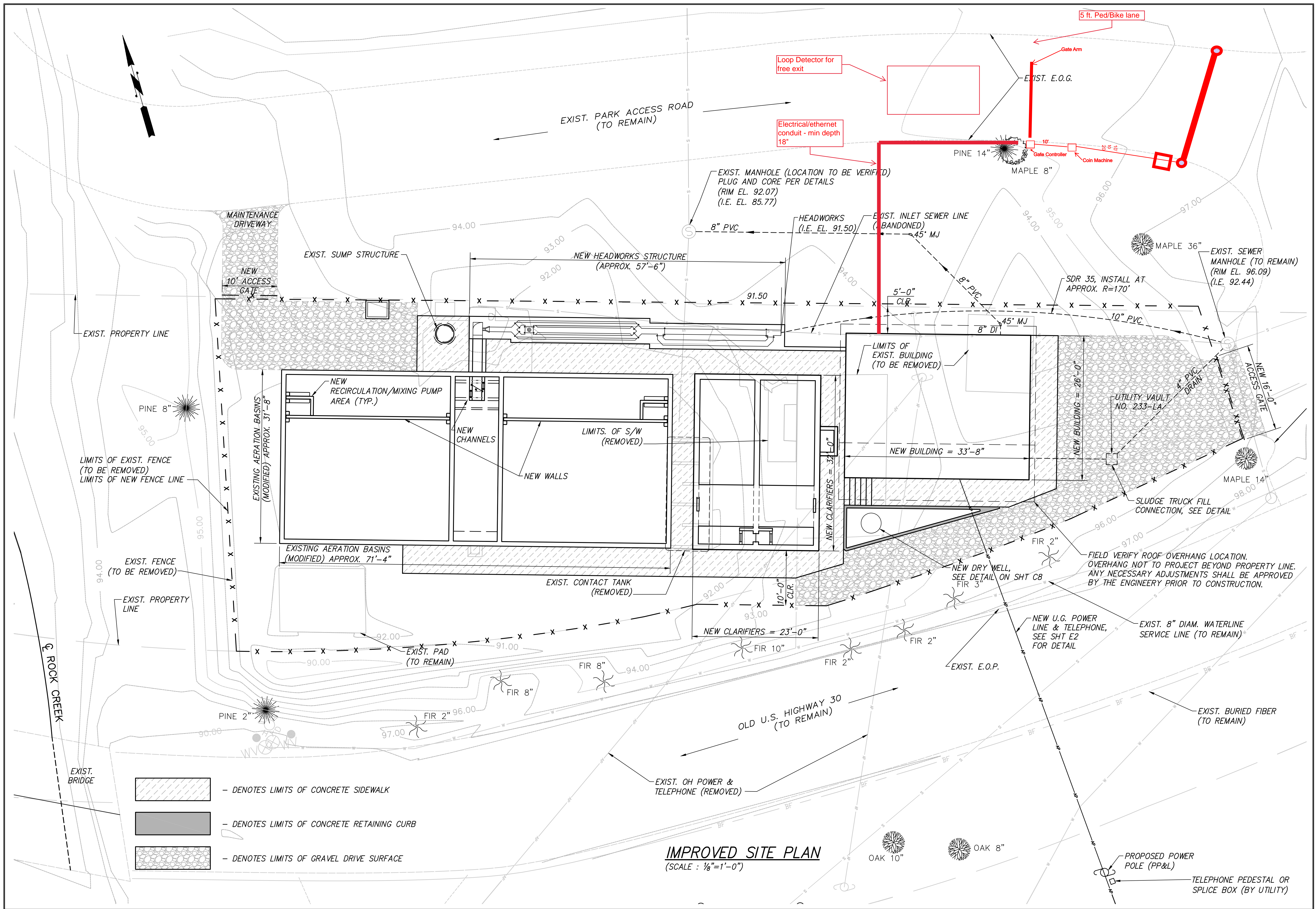
Quotation Date: 04/22/2021
 Expiration: 07/30/2021
 Salesperson: James Medina

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
---Barrier Gate Application---				
[LIF-MEGATOWER] LiftMaster Mega Tower High-Performance DC Barrier Gate Operator Up to 6,000 cycles/day, Up to 17ft boom, 1/2HP 120V Motor	1.000	1,739.00		\$ 1,739.00
[FAS-FASBAT] Battery 7ah 12V for power backup solutions	2.000	0.00		\$ 0.00
[DCS-15FTDOT] 15ft Aluminum Round Boom "DOT" Red and White Tape Total Length is 17ft Diameter is 3"	1.000	199.00		\$ 199.00
[BFT-KIRPOLAPHOTO1UL] BFT UL Polarized Reflective Photo Eye With Hood & 10K Resistor The beam is not affected by rain, dew, fog, bright sun, or reflections from sand or water. • Photo-Eye Sensor • Photo-Eye Hood • Reflector Hood	1.000	65.00		\$ 65.00
[SK-EACCESS1] Securakey Etag eACCESS 1 Access Control System Kit For Two Doors • Everything you need for a 2 door system, just add cable and door locking devices! • Securakey SK-ACP 2 door control panel • 2 ET8-RO-W-M Mullion Size Proximity Readers • SK-NET Software • 25 ETC104 eTag Proximity Cards • PC Cable & Transformer	1.000	971.00		\$ 971.00

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[SK-ETCI04-1] ISO CARDS ENCRYPTED PROXIMITY CARDS. 26BTI WIEGAND . To use w/ ET4-WXM/S reader. MULTIPLES OF 50 PCS.	100.000	5.60		\$ 560.00
[EMX-MVP-D-TEK] EMX Universal Voltage Loop Detector 9VDC - 220VAC EMP MVP Universal voltage loop detector 9VDC TO 220VAC for all gate operators up to 220VAC.	2.000	99.00		\$ 198.00
[EMX-HARNESS] EMX 802-4 Eleven Pin Harness For All Safety/Exit Loops & Loop Detectors Eleven Pin EMX Harness Model For All Safety / Exit Loops & Loop Detectors (Model 802-4)	2.000	8.00		\$ 16.00
[BD-4X8PAVEOVER40'] BD Loops 4' x 8' or 6' x 6' Pave-over Direct Burial Preformed Loop With 40' Lead (# RL 24-40)	3.000	89.00		\$ 267.00
Subtotal				\$ 4,015.00
---Token Machine---				
[FAS-LAN60] FAS LAN60 Token Operated Exit Control Parking System This is a very practical and effective control system which enables a gated entrance or exit to be opened once for each time a coded print token is inserted. This is an ideal system for parking lots, hotels and commercial locations.	1.000	526.00		\$ 526.00
[FAS-LAN60K] LAN60K Marked Token for LAN60 Token Operated Exit Control System - Pack of 50 Tokens The LAN60K is a token for the LAN60 Token operated exit control system. This coded print token is deposited in the token slot provided by the LAN60 machine. Available in multiple quantity packs, 50 minimum.	3.000	150.00		\$ 450.00
[LIF-UN-20] HEATER W/THERMOSTAT MEGATOWER	1.000	198.00		\$ 198.00
[SHIP] Shipping Fee	1.000	599.45		\$ 599.45
Subtotal				\$ 1,773.45

Subtotal	\$ 5,788.45
Total Discount	\$ 0.00
Total	\$ 5,788.45

Payment terms: Immediate Payment



REVISIONS		
NO.	DESCRIPTION/DATE	BY

REGISTERED PROFESSIONAL ENGINEER
KEVIN B. HINKLEY
12/15/07

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. COLEMAN
12/15/07

2KS consulting
Structural and Civil Engineering Solutions
420 222nd Avenue N.E.
Sammamish, WA 98074
(425) 522-4150

Thomas E. Coleman, P.E.
Consulting Services
106 South 3rd Street, Suite 207
Yakima, WA 98074
(509) 454-5094

Wastewater Treatment Plant Improvements
City of Mosier, Oregon

IMPROVED SITE PLAN

SCALE: AS NOTED

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES ACCORDINGLY.

PROJECT NO. 0626
DRAWN BY KBH
DATE 12-5-07

SHEET **65** OF **8**

FILE: C5_Improv-Site-Plan.dwg

Staff Report

Meeting Date: 8/4/21

Staff: John Grim – City Engineer

Agenda Title: 3rd Ave. Sidewalk Construction – Recommendation of Award

Agenda Action: Motion to authorize award of contract to Crestline Construction.

Fiscal Impact: Construction cost is estimated to be about \$50K .

Staff Recommendation: Award construction contract to Crestline Construction.

Background:

The City received a Special City Allotment Program grant of \$50,000 from ODOT to do sidewalk improvements on the north side of 3rd Ave. between Main St. and Washington St. The project was designed by Klein Associates and approved by City Council. The City prepared and issued a RFQ and received one quote from Crestline Construction in the amount of \$72,490. I notified Crestline that this quote was not within the City's budget and the City could not accept it. Crestline Construction then proposed to negotiate reductions in cost by reducing the scope of the work. Crestline's revised proposal was submitted in the amount of \$49,942. They proposed eliminating the landscaping in the swale by eliminating the following bid items:

- 16: Seeding
- 18: 2" diameter trees
- 19: Ground cover
- 20: Bark mulch

In addition, they reduced the Mobilization bid item price. By reducing the cost to below \$50,000 they were also able to eliminate the State's requirement to pay Prevailing Wage Rates.

The project deadline is xxxx, 2021. Temporary easements have been acquired for construction access on private property. Construction can begin as soon as the construction agreement is fully executed.

Proposal:

Recommendation of Award

Pursuant to the City of Mosier Public Contracts and Purchasing Code, I propose recommendation of award of the 3rd Ave. Sidewalk project to Crestline Construction in the amount of \$49,942. I also recommend that the City work with volunteers, staff and local landscaping experts on planting and maintaining the new bioswale landscaping.

Crestline Construction is a general contractor from The Dalles, OR. Crestline is a highly qualified construction company with excellent experience and has done work throughout the Gorge for decades. I have worked with Crestline on

several occasions and believe they are highly qualified and capable of doing this project. In my opinion, Crestline's proposal is responsive.

Contract Review Board Findings:

The Mosier City Council (as the City's Local Contract Review Board) adopts the following findings in determining that this contract may be awarded as recommended by the City Engineer:

1. Procurement Process: City staff issued a RFQ to more than three contractors as required by the City's intermediate procurement code. See excerpt below.
2. Qualifications: Crestline Construction is qualified and capable of performing sidewalk work.
3. Proposal: The proposal was responsive. All required submittals were completed.
4. Cost: The proposed cost is higher than anticipated. However, given the current construction climate and availability of contractors, it is reasonable and within the City's project budget. In addition, it is the only quote received. The City could cancel the bid and start over with a new RFQ. However, the additional cost to prepare, issue, coordinate and award a new request for quotes would probably offset any savings. In addition, the City is running up against its funding deadline and must begin the construction work as soon as possible. Note, that with change orders the total cost of the construction work could exceed the City's budget.

3.01.060. Intermediate Procurement. *Any procurement of goods or services exceeding \$5,000 but not exceeding \$100,000 may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective, qualified contractors. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchasing officer shall make a written record of the effort to obtain the quotes or proposals. A contract shall be awarded under this section to the responsive bidder whose bid is the most advantageous to the city concerning price, conformity to the specification, bidder qualifications and experience, compatibility with existing equipment and similar relevant factors.*

Alternatives:

The City Council may approve the recommendation of award, take no action, or delay a decision and request additional information.

Proposed Motion. Suggested motion: "I move to recommend award of the 3rd Ave. Sidewalk Project contract to Crestline Construction and to authorize the City Manager to sign an agreement with Crestline."

07/12/2021
 YEV134A
 *** Yani

11:03
 MOSIER SW IMPROVEMENTS - POST BID

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>
10	MOBILIZATION	U	1.000	LS	9,000.00	9,000.00
20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	U	1.000	LS	2,000.00	2,000.00
30	EROSION CONTROL	U	1.000	LS	700.00	700.00
40	CLEARING & GRUBBING	U	1.000	LS	1,000.00	1,000.00
50	REMOVAL OF SURFACINGS	U	100.000	SY	12.00	1,200.00
60	ASPHALT PAVEMENT SAW CUTTING	U	112.000	LF	6.00	672.00
70	EMBANKMENT IN PLACE	U	10.000	CY	200.00	2,000.00
80	3/4"-0 AGGREGATE BASE	U	19.000	TON	200.00	3,800.00
90	1 1/2"-0 AGGREGATE BASE	U	25.000	TON	120.00	3,000.00
100	LEVEL 2, 1/2 INCH ACP MIXTURE	U	10.000	TON	300.00	3,000.00
110	CONCRETE WALKS	U	830.000	SF	14.00	11,620.00
120	SIDEWALK ENDS SIGNS	U	2.000	EA	1,300.00	2,600.00
130	CROSSWALK CLOSED SIGNS	U	2.000	EA	1,300.00	2,600.00
140	30" X 30" STOP SIGN	U	1.000	EA	1,300.00	1,300.00
150	BIOSWALE	U	1.000	LS	3,800.00	3,800.00
170	TOPSOIL	U	6.000	CY	275.00	1,650.00

Bid Total =====> \$49,942.00

City of Mosier

3rd Ave. Sidewalk Improvement Project
June 2021

Contract Documents



**City of Mosier
3rd Ave. Sidewalk Project**

Index to Contract Documents

Request for Quotes
Instructions to Contractors
Proposal*
Statement of intent to pay prevailing wage rates*
Statement of whether contractor is a resident bidder*
Bidder's Qualifications Statement*
Performance and Payment Bond
Agreement
Certificate of Insurance
General Liability Endorsement
Automotive Liability Endorsement
General Conditions
Project Drawings

*Must be submitted with quote

City of Mosier
PO Box 456
Mosier, OR 97040

REQUEST FOR QUOTES

The City of Mosier is requesting quotes from contractors for the 3rd Ave. Sidewalk Project. The City will receive quotes until 5:00 PM on Thursday July 8th via email submittal. Quotes received after the time and date specified will not be considered. No bidder may withdraw its quote after the time announced for the opening, or before the award and execution of the Contract, unless the City elects to delay the award for a period exceeding 30 days.

Work to be performed includes: Construction of approximately 170 feet of concrete sidewalk improvements along the North side of 3rd Ave. from the Post Office to Washington St. in Mosier, Oregon. The work includes minor grading, asphalt removal and paving, construction of concrete sidewalks, construction of a drainage swale and associated improvements.

Construction Documents are available via email from the office of John Grim & Associates (407 State St. Lyle, WA) and may be requested during normal business hours. The City is not requiring or conducting a formal pre-bid meeting. Contractors shall visit the site prior to preparing and submitting a quote.

If the quote will exceed \$50,000, the project is subject to prevailing wage rates under ORS 279C.800 to 279C.870. Each quote must include a signed statement as to whether the contractor is a resident bidder as provided in ORS 279A.120. The City of Mosier reserves the right to reject any or all quotes and to waive irregularities in the request for quotes. John Grim P.E. – City Engineer, of John Grim & Associates is the City's representative for this procurement and may be contacted regarding this project at: John Grim P.E., PO Box 955, Lyle, WA 98635, (509) 365-5421, jgrim@johngrimassociates.com.

INSTRUCTIONS TO CONTRACTORS

1. General

Copies of the Contract Documents may be obtained via email from the City Engineer – John Grim & Associates, jgrim@johngrimassociates.com during normal business hours.

2. Location

The Project is located in the City of Mosier on the north side of 3rd Ave. between Main St. and Washington St.

3. Examination of Plans and Site

Contractors shall satisfy themselves as to construction conditions by personal examination of the plans and work site, and by any other examination and investigation which they may desire to make as to the nature of the work to be encountered.

The submission of a quote shall constitute acknowledgment that the contractor has relied on and is relying on personal examination of the construction documents, the site of the Work, the access to the site, and not on any representation of the Owner or the Engineer. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the project requirements or for failure to properly inspect existing site conditions.

4. Proposals

Quotes (Proposals) shall be made on the forms included herewith and shall be delivered to the City Engineer as described in the Request for Quotes. No proposal may be withdrawn after the bid deadline or before award of contract unless said award is delayed by the City for a period exceeding 30 days.

The prices shown by the Contractor in the proposal shall include everything necessary for the completion of Work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities, and all management, superintendence, labor and services, except as may be provided otherwise in the Contract Documents.

All proposals shall include specific acknowledgment in the space provided for receipt of all addenda issued during the request for quote period. Failure to acknowledge addenda may result in the proposal being rejected.

Each proposal shall be submitted via email to John Grim P.E. City Engineer at jgrim@johngrimassociates.com, with the name of the contractor and the project name in the

email subject line. Proposals must be received at or before the time and place stated in the Request for Quotes and it is the sole responsibility of each contractor to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Modifications of proposals already received will be considered only if the modification is received prior to the time announced for the opening of the proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

5. Proposal Checklist

Each proposal must include:

- The proposal form.
- A statement of intent to pay prevailing wages, if applicable.
- A statement of whether the Contractor is a Resident Contractor.
- A statement of contractor's qualifications.

6. Rejection of Proposals

The Owner reserves the right to reject any proposal:

1. Which is incomplete, obscure, or irregular;
2. Which omits a price on any one or more items on which prices are required;
3. Which omits unit prices, if unit prices are required;
4. On which unit prices are unbalanced, in the opinion of the Owner;
5. From contractors who have, in Owner's sole discretion, insufficient experience with similar projects, inadequate qualifications, or an unsatisfactory performance record; or
6. Based on any other reason deemed proper by Owner.

7. Award of Contract

Contract will not be awarded until the City of Mosier is satisfied that successful contractor is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Contractor must be licensed in the class of work to be performed in the State of Oregon. Completion of the work within the time stated is essential and prior commitments of the contractor, failure to complete other work on time, or reasonable doubt as to whether the contractor would complete the work on time would be cause for the rejection of any bid. The right is reserved by Owner to waive any formalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.

If Owner awards a contract, it will award the contract to the contractor whose quote will best serve the interests of the Owner, taking into account price as well as considerations that include but are not limited to: experience, expertise, and contractor responsibility under ORS 279B.110.

The agreement must include documentation of insurance coverage and bonding as specified in the contract documents and using the forms included in the contract documents (unless an equivalent form is approved by the City).

The apparent successful contractor will be furnished five copies of the Contract Documents and shall execute the agreement and shall return all five copies, together with the contract bonds and evidences of insurance, to the Owner within ten (10) working days after receiving written notice of the award of Contract. After execution by the Owner, two copies shall be returned to the Contractor.

8. Failure to Execute Contract

In the event the successful contractor fails to furnish an approved bond and to sign the contract within ten working days after notification of award, other proposals may then be reconsidered for award by Owner.

9. Corrections, Interpretations and Addenda

Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of Engineer. Written addenda to clarify questions which arise will then be issued. Owner reserves the right to seek clarification of quotes/proposals directly from Contractors.

All interpretation or explanations of the contract documents shall be in the form of an addendum and no oral statements by Owner, Engineer, or other representative of Owner shall, in any way, modify the contract documents, whether made before or after letting the contract. Contractors are responsible for ensuring that they have received, read, and understood all addenda issued.

10. Project Engineer

The Project Engineer and City Engineer is John Grim P.E. of John Grim & Associates, PO Box 955, Lyle, WA 98635. Phone: 509.365.5421, jgrim@johngrimassociates.com.

11. Completion Time

Contractor shall be required to have the contract completed within 90-calendar days after the date the notice to proceed is issued.

12. Prevailing Wage Rates

If the contractor's quote exceeds \$50,000, the Contractor must submit a statement of intent to pay prevailing wage rates with the proposal in accordance with ORS 279C.840.

13. Resident Contractor

The Contractor must submit a statement of whether the contractor is a resident contractor with the bid as defined in ORS 279A.120.

14. Statement of Contractor's Qualifications

The Contractor must submit a statement of contractor's qualifications with the proposal using the form included herein.

15. Contractor's Responsibility Statement

It is the responsibility of each contractor to ascertain if all the documents listed on the attached index are included in their copy of the construction documents. If documents are missing, it is the sole responsibility of the contractor to contact the City of Mosier to obtain the missing documents prior to bid opening time.

PROPOSAL

Contractor: CRESTLINE CONSTRUCTION
City: THE DALLES, State: OREGON
Date: JULY 8TH, 2021

The Honorable City Council
City of Mosier
PO Box 456
Mosier, OR 97040

Pursuant to and in compliance with your request for quote and all other documents relating to the **3rd Ave. Sidewalk Project**, the undersigned Contractor is familiar with and is in agreement with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and hereby proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Mosier's project, designated as **3rd Ave. Sidewalk Project** all as required by and in strict conformance with the specifications, contract documents and drawings for the following unit prices.

Note: Unit prices of all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

Contractor agrees to comply with all applicable provisions of the Oregon Revised Statutes pertaining to payment of prevailing wages for public works contracts in Oregon.

City of Mosier
3rd Ave. Sidewalk Project
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
1	1	0210-0100000A	MOBILIZATION <u>FOURTEEN THOUSAND</u> (Unit Price in Words)	LS	= \$ <u>14,000</u>
2	1	0225-0101000A	TEMP. WORK ZONE TRAFFIC CONTROL, COMPLETE <u>NINE THOUSAND SEVEN HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>9,700</u>
3	1	0280-0100000A	EROSION CONTROL <u>SEVEN HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>700</u>
4	1	0320-0100000A	CLEARING AND GRUBBING <u>ONE THOUSAND ONE HUNDRED</u> (Unit Price in Words)	LS	= \$ <u>1,100</u>
5	100	0310-0103000J	REMOVAL OF SURFACINGS <u>TWELVE</u> (Unit Price in Words)	SQYD	= \$ <u>1,200</u>
6	112	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING <u>SIX</u> (Unit Price in Words)	FT	= \$ <u>672</u>
7	10	0330-0123000K	EMBANKMENT IN PLACE (STRUCTURAL FILL) <u>TWO HUNDRED & FIFTY</u> (Unit Price in Words)	CUYD	= \$ <u>2,500</u>
8	19	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE (2" DEPTH UNDER WALK, 3" UNDER A/C) <u>ONE HUNDRED & NINETY SEVEN</u> (Unit Price in Words)	TON	= \$ <u>3,743</u>

City of Mosier
3rd Ave. Sidewalk Project
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
9	25	0641-0117000M	AGGREGATE BASE (6" OF 1 1/2" - 0 AGG BASE UNDER ASPHALT) <u>ONE HUNDRED ; TWENTY</u> (Unit Price in Words)	TON	= \$ <u>3,000</u>
10	10	0744-0202000M	LEVEL 2, 1/2 INCH ACP MIXTURE (3" DEPTH) <u>THREE HUNDRED</u> (Unit Price in Words)	TON	= \$ <u>3,000</u>
11	830	0759-0128000J	CONCRETE WALK (5FT WIDE) <u>FOURTEEN</u> (Unit Price in Words)	SQFT	= \$ <u>11,620</u>
12	2		SIDEWALK END SIGNS ON SUPPORT <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>2,600</u>
13	2		CROSSWALK CLOSED SIGNS ON SUPPORT <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>2,600</u>
14	1		30" x 30" STOP SIGN ON WOOD POST <u>THIRTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>1,300</u>
15	1	1012-0100000A	BIOSWALE (EXC, DRAIN ROCK, SOIL, GEOTEXTILE) <u>FOUR THOUSAND</u> (Unit Price in Words)	LS	= \$ <u>4,000</u>
16	0.010	1030-0108000R	PERMANENT SEEDING <u>SIXTY THOUSAND</u> (Unit Price in Words)	ACRE	= \$ <u>600</u>
17	6	1040-0101000K	TOPSOIL <u>TWO HUNDRED ; SEVENTY FIVE</u> (Unit Price in Words)	CUYD	= \$ <u>1,650</u>

City of Mosier
3rd Ave. Sidewalk Project
SCHEDULE OF PRICES

Item	Quantity	ODOT Bid Item #	Description	Units	Total Price
18	3	1040-0130000E	DECIDIOUS TREES, 2 INCH CALIPER <u>FOURTEEN HUNDRED</u> (Unit Price in Words)	EA	= \$ <u>4,200</u>
19	70	1040-0171000E	GROUNDCOVER, #1 CONTAINER <u>FIFTY FIVE</u> (Unit Price in Words)	EA	= \$ <u>3,850</u>
20	1.3	1040-0190000K	BARK MULCH <u>THREE HUNDRED FIFTY</u> (Unit Price in Words)	CUYD	= \$ <u>455</u>
				TOTAL	\$ <u>72,490</u>

All Contractors shall sign the proposal in the space provided.

The successful Contractor shall execute and furnish the attached (or equivalent) performance and payment bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by the City of Mosier.

The contractor agrees to perform the complete contract work as specified, including corrections, finish and cleanup within 90 calendar days after the date of the Notice to Proceed. Failure to complete within the specified completion time may result in liquidated damages for each working day beyond the completion date.

The proposal, together with the Agreement, Contract Documents, General Conditions, Standard Specifications, Special Provisions, Addenda and Plans, when endorsed by the City of Mosier shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and the City of Mosier agrees to make payment to the contractor, as specified, for said completed and accepted work. By signing this document the undersigned warrants that it has due and proper authority to bind Contractor to this proposal.

Dated this 8TH day of JULY, 2021

Contractor CRESTLINE CONSTRUCTION

Address 3600 CRATES WAY #100
THE DALLES OR 97058

Telephone 541.506.4000 License No. 101573

By: [Signature] / ERIK KERR

Title: MANAGER

Attest: (If Corporation)

[Signature] / YANI VAIVODK
ESTIMATOR

Witness: (If Individual or Partnership)

Acknowledgement of Receipt of Addenda:

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor bidding on Work included in these Contract Documents shall prepare and submit the data requested on the following schedule of information. These data must be included in and made a part of the Contract Documents.

CRESTLINE CONSTRUCTION

1. Name of Contractor:

3600 CRATES WAY #100

2. Business Address:

THE DALLES OR 97058

3. How many years have you been engaged in the contracting business under the present firm name? 27 YEARS

4. Is your business a (circle one) Corporation (State) OREGON, Partnership (State) or Sole Proprietorship.

101573

913,828-01

5. CCB Surety Bond Registration No.

Worker's Comp. Acct. No.

913,828-01

6. Industrial Ins. Coverage Acct No.

7. Contractor on CCB list of contractors and sub contractors who have been determined not to be qualified to hold or participate in any public contract for a public improvement?

O Yes X No

101573

8. Oregon State License Number:

9. Contracts now in hand. 22 Gross Amount \$ 30 MIL

HEAVY CIVIL & GENERAL CONTRACTOR

10. General character of Work performed by your company.

11. List of 5 similar projects completed.

Project / Date	Description	Gross amount
ARLINGTON SAFETY IMP. 2019	SIDEWALK & PED SAFETY IMPROVEMENTS	\$ 1.3 MIL
CARSON BR 14 ROUNDABOUT 2019	ROUNDABOUT CONSTRUCTION & HWY WORK	\$ 3.5 MIL
CITY OF HOOD RIVER SAFEROUTS 2017	SIDEWALK IMPROVEMENTS	\$ 250 K
RIVER FRONT TRAIL REPAIR 2021	TRAIL REPAIR WORK	\$ 150 K
CGCC TREATY BAYS 2020	SITE DEVELOPMENT	\$ 1.2 MIL

12. List of 3 References:

Owner/Contact Person	Project Description	Contact Information
LES PERKINS FID	RESERVOIR ENHANCEMENTS	Phone: 541 490 4062 Email: les@fidhr.org
PAT MUNYAN	LINCOLN STREET IMPROVEMENTS	Phone: 509 493 1133 Email: PatM@ci.white-salmon.wa.us
DALE MCCABE	WEST 2ND STREET IMPROVEMENTS	Phone: 541 506 2021 Email: dmccabe@ci.the-dalles.or.us

PUBLIC BIDDING CRITERIA

The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline.

Has the Bidder been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline?

Yes No

TERMINATION FOR CAUSE

The Bidder shall not have had any public works contract terminated for cause by a government

agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project?

Yes

No

LIQUIDATED DAMAGES

The Bidder shall not have been assessed liquidated damages related to the performance of a public works contract by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder been assessed liquidated damages related to the performance of a public works contract by a government agency during the five year period immediately preceding the bid submittal deadline for this project?

Yes

No

LITIGATION

The Bidder shall not have been a party as a plaintiff or defendant in any lawsuits in Oregon State superior or district court or federal district court in the last six years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement, unless there are extenuating circumstances acceptable to the Owner.

Has the Bidder been a party as a plaintiff or defendant in any lawsuits in Oregon State superior or district court or federal district court in the last six years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement?

Yes

No

CRESTLINE CONSTRUCTION
Name of Contractor:

3600 CRATES WAY # 100, THE DALES OR 97058
Address of Contractor:


Signature of Contractor

MANAGER Title 7/8/2021 Date

Staff Report

Meeting Date: 08/04/21

Staff: Colleen Coleman, City Manager

Agenda Titles: New Market Tax Credit (NMTC) and Roeder & Co. Ltr of Engagement

Agenda Action: Council Review and Approval of Ltr of Engagement for Roeder & Co.

Fiscal Impact: None at this time – Except staff time for extensive application process

New Market Tax Credit (NMTC) – What is it?

The New Markets Tax Credit (NMTC) Program is administered by the Community Development Financial Institutions Fund (the CDFI Fund) under the U.S. Department of the Treasury. (<https://www.cdfifund.gov/programs-training/programs/new-markets-tax-credit>). It uses tax credits to attract private investment into distressed communities, thereby spurring job creation and other economic growth. The City of Mosier currently qualifies as a beneficiary of these investment funds with our current infrastructure projects. However, we'll need to go through an extensive financial application process to benefit from the program.

The City has an opportunity to work with Reynold Roeder & Co., an accounting firm that specializes in NMTC transactions. His firm will provide all due diligence to continue to vet the City's eligibility and secure a Community Development Entity (CDE), the investment organization that receives these funds from the Treasury Department and provides them to rural communities. Roeder & Co. only gets paid if the City's project is awarded NMTC. Therefore, there is no initial risk to engaging his firm.

Process

First, the City must have a large enough project to qualify. Typically, the investors will not process an application for a project less than \$7 Million. In order to reach that threshold and exceed it for greater return, the City has put together a portfolio of projects that when combined, qualify for NMTC allocations. Those projects are:

Project	Total Cost
Mosier Center Fire/Community/City	\$6,500,000
Mosier Bike Hub	\$450,000
Electric Vehicle/Bike Charging Station	\$215,000
Rock Ck Park Derailment Site Restoration	\$300,000
USDA Water System Update	\$1,600,000
WWTP Update	\$2,500,000
TOTAL	\$11,565,000

With the total of close to ~\$12 Million including land values, the City qualifies for allocations of about \$1.78 Million that Council is free to allocate as it sees fit.

NMTC Application Process

1. Engage Reynold Roeder & Co. to provide eligibility and accounting due diligence with no financial commitment until the suite of projects ('the project') is vetted for federal program viability. (Engagement Ltr Attached).
2. Prepare cut sheet used as a marketing document to the CDEs. There will be some time from staff required to get estimates of the community impacts, but much of what we have already supplied will work.
3. Roeder & Co. markets to CDEs. The City should be ready for meetings/calls similar to what we had with Walt should another CDE express keen interest.
4. CDEs will hear of awards in September. Around 30 days, they will be ready to issue reservation letters committing allocation. The reservation letters will require a deposit of around \$25k. Once we have the reservation letters, we will seek a NMTC investor. This takes around 20 to 30 days and requires a \$25k or so deposit.
5. After both commitments are secured (or sooner) we would seek to commence diligence materials and find a bridge lender. Once the project has progressed to where we believe we can predict permits, we begin closing calls with all the attorneys. Collecting diligence materials is going to take staff time. Brief overview of financial process:
 - a. \$11.5 million in estimated total project cost
 - b. \$4 million on hand now, and another \$5.1 million committed via grants and loans (\$450k Bike Hub + \$215k EV + \$300k site restoration + \$1.6 million USDA Water system update + \$2.5 WWTP Update = \$5.1 million)
 - c. Leaves a funding gap of \$2.4 million (\$11.5 less \$5.1).
 - d. NMTC financing can fill such gap up to approximately \$1.8 million, leaving about \$600k to still be funded/borrowed.
 - e. In order to take advantage of the NMTC financing it is necessary for the City to have \$8.4 million available at the date of closing (projected to be around June of 2022). Since the City only has \$4 million on hand for the project today, a bridge loan of \$4.5 million (includes some estimated loan closing costs) will be necessary. The \$4.5 million bridge loan would subsequently be paid off as the \$5.1 million in committed, but not yet received, funds become available.
 - f. However, as grant funding roles in the bridge loan is paid off.
6. 60 days or so later we would close.

Our situation is a bit different from standard projects because of the multiple sites and components. Everything is not going to line up perfectly. That is why this will happen in 2nd or 3rd quarter of 2022. Interested Community Development Entities (CDE's) are okay with that. Worst case, the project slides into the next round.

May 4, 2021

VIA EMAIL

Colleen Coleman
City Manager
City of Mosier
208 Washington Street
Mosier, OR 970401

Re: New Markets Tax Credit Engagement Letter Agreement

Dear Ms. Coleman,

I am pleased to provide this engagement letter setting forth the agreement (this “Agreement”) under which Roeder & Company, LLC (“Roeder”) will provide certain financial advisory services to the City of Mosier (together with any affiliate involved with the Project described below, the “Sponsor”).

SERVICES

- 1) The Sponsor is developing Mosier Center, a mixed-use Fire Station, Community Center and City Hall on Highway 30 in downtown Mosier, Oregon. The Sponsor is seeking advice on funding for this new construction project (the “Project”). The Project is an approximate \$7 million project seeking to qualify for New Markets Tax Credit (“NMTC”) financing due to its location in a qualified NMTC census tract.
- 2) The Sponsor engages Roeder as the Sponsor’s exclusive agent during the term of this Agreement to (a) assist the Sponsor with securing a Federal Qualified Low-Income Community Investment (as such term is used in the NMTC program) (“QLICI”) of up to \$7 million from one or more Community Development Entities or Subsidiary Community Development Entities (as such terms are used in the NMTC Program) (“CDE”) eligible to make QLICIs in the state of Oregon, (b) assist the Sponsor with preparation of materials (including due diligence materials) to solicit a QLICI, (c) assist the Sponsor with structuring and negotiating, and reviewing necessary documentation in order to close a QLICI transaction, (d) assist the Sponsor and/or the CDE, if necessary, with securing a Qualified Equity Investment (as such term is used in the NMTC Program) (“QEI”), which may include securing an equity investment in and leverage loan to an investment fund formed to make a QEI, (e) advise the Sponsor on, and compliance with, the Federal NMTC program, and (f) advise the Sponsor on NMTC reporting requirements, if any (it being acknowledged by the parties that the obligations of Roeder set forth in this Section 2 shall not extend beyond the Closing(s)). Roeder accepts the engagement described in the preceding sentence (collectively, the “Transactions”). The parties acknowledge and agree that Roeder will not provide legal or accounting services to the Sponsor.

- 3) The Sponsor will make available to Roeder all information concerning the business, assets, operations and financial condition of the Sponsor and its Project, subsidiaries or businesses, which Roeder reasonably requests in connection with the performance of its obligations under this Agreement. The Sponsor represents and warrants to Roeder that: (a) all information and data other than the Projections (defined below) and information of a general economic or industry-specific nature (the "Information") that has been or will be made available to Roeder by or on behalf of the Sponsor is or will be, when furnished, complete and correct in all material respects; (b) none of the Information shall, when furnished or at any Closing (as defined below), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made; and (c) all projections and other forward-looking information that have been or will be made available to Roeder by or on behalf of the Sponsor (collectively, the "Projections") have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to Roeder (it being understood that any such Projections are subject to uncertainties and contingencies, some of which are beyond the Sponsor's control, that no assurance can be given that any particular Projections will be realized, that actual results may differ and that such differences may be material). The Sponsor shall be solely responsible for Information and the Projections. Roeder may rely upon the accuracy and completeness of all such Information without independent verification, provided that all Projections are understood to be good faith estimates only.

FEES; PAYMENTS GENERALLY

- 4) As compensation for Roeder's services, the Sponsor will pay (or cause to be paid) to Roeder a success fee upon the successful closing the initial QLICI (such closing, the "Closing") benefiting the Sponsor and/or the Project in the amount of 2.0% of the Federal NMTC allocation utilized by the CDE(s) (e.g. if \$7 million of allocation is secured, then the success fee is calculated as \$7 million at 2.0%, or \$140,000), such payment to be made simultaneously with the Closing.
- 5) The Sponsor will reimburse Roeder for its reasonable out-of-pocket costs and expenses incurred on behalf of the Sponsor, including travel expenses incurred by Roeder in connection with the performance of its services under this Agreement. These costs and expenses will be paid within ten (10) business days of the receipt by the Sponsor of an invoice from Roeder setting forth in reasonable detail the items requiring reimbursement. Each individual trip (travel expense) and any other individual expenditure exceeding \$500 will be approved in advance by the Sponsor.
- 6) Upon written request by Roeder, the Sponsor agrees to execute an authorization to pay for the contingent success fee and any outstanding balances on Roeder invoices, by direct wire transfer to Roeder at Closing; provided, that the Sponsor shall remain liable for any such payment until the same has been indefeasibly paid in full by the Sponsor. If any payment obligation under this Agreement is not paid when due, the Sponsor promises to pay all costs and expenses of collection (and, to the extent not paid directly by the Sponsor to reimburse Roeder with respect to all such costs and expenses), including reasonable attorney fees, including such costs and expenses in an arbitration, at trial and on any appeal, whether or not a lawsuit commences as part of the collection process. Any such payment or reimbursement shall be due by the Sponsor on demand from Roeder.

- 7) Any amount hereunder not paid when due shall bear interest, payable upon demand, from the date such payment is required until paid in full at the rate of 1.5% per month.

INDEMNIFICATION; LIMITATIONS AS TO LIABILITY; DISCLOSURE

- 8) Each of Sponsor and Roeder will execute and deliver Exhibit A, relating to their mutual indemnification obligations, simultaneously with executing this Agreement.
- 9) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL INDEMNITY LIABILITY OF ROEDER EXCEED THE SUM OF THE FEE PAID TO ROEDER UNDER THIS AGREEMENT.
- 10) Except as required by applicable law, any advice provided by Roeder pursuant to this Agreement will not be disclosed publicly or made available to third parties without the prior written approval of Roeder. The Sponsor agrees that Roeder has the right to place advertisements in financial and other newspapers and otherwise publicize the engagement contemplated hereby after the conclusion of the engagement.

CONFIDENTIALITY

- 11) Roeder agrees to treat the information provided by the Sponsor as confidential. However, it is anticipated that disclosures will be made to prospective CDEs, investors and lenders. It is not customary to obtain confidentiality agreements from such parties unless they are known to be competitors of the Sponsor. Roeder will not disclose confidential information to known competitors without the Sponsor's prior written approval.

TERMINATION

- 12) This Agreement will remain in effect until terminated pursuant to the provisions hereof. Subject to the provisions of Sections 3 through 15 (including Exhibit A), which will survive any termination of this Agreement, (a) the Sponsor has the right to terminate Roeder's engagement at any time without cause by giving Roeder thirty (30) days' prior written notice of termination; and (b) Roeder has the right to terminate this Agreement at any time without cause by giving the Sponsor written notice of termination.
- a) In the event of termination under this Section 12 by Sponsor, Roeder will be entitled to its fees under Section 4 that are earned through the effective date of termination of this Agreement, and
- b) If, within twenty-four (24) months following expiration or termination of this Agreement by Sponsor, the Sponsor closes a NMTC transaction, the Sponsor shall pay Roeder upon the closing of such transaction the fee equal to the fee that would have been payable to Roeder pursuant to Section 4 above.

WAIVER OF JURY TRIAL; GOVERNING LAW; VENUE

- 13) ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS AGREEMENT IS HEREBY IRREVOCABLY WAIVED BY THE

PARTIES HERETO. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON.

- 14) Subject to the arbitration provisions of Section 15 below, each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the jurisdiction of the Circuit Court for the State of Oregon located in Multnomah County and the United States District Court for the Oregon, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Agreement, or the performance of services contemplated hereunder, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such Oregon State or Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Agreement or the performance of services contemplated hereunder in any such Oregon State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the State of Oregon or in the Circuit Court for the State of Oregon located in Multnomah County. The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you or us, as applicable, shall be effective service of process for any such action, suit, appeal, proceeding, or claim brought in any such court.

ARBITRATION

- 15) Any claims or controversies relating to this Agreement, unless otherwise resolved by the parties hereto within fifteen (15) days written notice from the other party hereto, will be heard and resolved by arbitration under the auspices and rules of the American Arbitration Association (“AAA”) or another mutually agreed upon arbitration service as agreed to in writing by the parties hereto. Venue of all arbitration proceedings will be in Portland, Oregon. Arbitration will be before one arbitrator. Arbitration hereunder will be (a) selected by mutual agreement of the parties hereto reached fifteen (15) days after the AAA or other arbitration service has sent confirmation of notice of filing of the demand for arbitration, or, (b) if no mutual agreement can be reached by the parties hereto within that time period, the arbitrator will be appointed by the AAA or other arbitration service. Any such arbitrator will be an attorney at law who has practiced law for at least ten (10) years in either general commercial litigation or general corporate and commercial matters. The arbitrator will not be empowered to award punitive damages or damages in excess of actual damages. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent authorized in civil judicial proceedings. Arbitration fees payable to the arbitrator will initially be paid equally by each of the parties hereto; the prevailing party will be entitled to recover any of its fees, costs and expenses that it has incurred in connection with the arbitration from the non-prevailing party hereto. Notwithstanding the foregoing, no party hereto will be prevented from seeking injunctive relief from a court contemplated in Section 14 above in order to enforce the terms and conditions of this Agreement. Any award will be paid in United States Dollars if monetary in nature, will be final and legally binding, and may be entered into judgment in any court of competent jurisdiction where a party hereto maintains assets. Except as required by applicable law, all

arbitration proceedings and any evidence submitted therein (and particularly, but without limitation, any trade secrets, intellectual property and other information in which either of the parties has an expectation of privacy) will be kept confidential by the parties hereto and the arbitrator.

CONCLUSION

- 16) This Agreement has been and is made solely for the benefit of the Sponsor, Roeder, and the Sponsor Indemnified Persons and Roeder Indemnified Persons (each as defined in Exhibit A hereto) and the Sponsor, Roeder, and such indemnified persons' respective successors and assigns, and nothing in this Agreement, expressed or implied, is intended to confer or does confer on any other person or entity any rights or remedies under or by reason of this Agreement or your and our agreements.

- 17) This Agreement, including any exhibits hereto, contains the entire Agreement by and between the parties hereto concerning the matters set forth herein and supersedes any prior understanding or agreements between the parties hereto. This Agreement may not be amended or modified except in writing by the parties hereto. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles.

- 18) If the foregoing (and attached Exhibit A) correctly sets forth the understanding and agreement between Roeder and the Sponsor, please so indicate the Sponsor's agreement in the space provided for this purpose below, whereupon this Agreement will constitute a legally-binding agreement as of the date of this Agreement.

ROEDER & COMPANY, LLC

By _____

Reynold Roeder, CEO

Respectfully agreed to by:

CITY OF MOSIER

By _____

Colleen Coleman, City Manager

Exhibit A to the Engagement Letter Agreement

In consideration of the Agreement of Roeder & Sponsor, LLC (“Roeder”) to act on behalf of the City of Mosier (together with any affiliate involved with the Project described in the attached Agreement, the “Sponsor”), pursuant to the attached Agreement dated May 4, 2021 each of Roeder and the Sponsor agree as follows:

1. **Sponsor Indemnification of Roeder.** Subject to the limitations as to indemnity set forth in Section 9 of the attached Agreement, Sponsor shall (a) indemnify and hold harmless Roeder, its affiliates, and each of their respective members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, successors, assigns and controlling persons (within the meaning of the Securities Act of 1933) (Roeder and each such other person or entity are hereinafter referred to as a “Roeder Indemnified Person”), from and against any losses, claims, damages, expenses and liabilities or actions in respect thereof (collectively, “Losses”), to which any such Roeder Indemnified Person, directly or indirectly, may become subject arising out of, relating to, resulting from or otherwise in connection with the Agreement, the Transactions contemplated therein, including, without limitation, any Closing of a QLICI (as each such term is defined in the Agreement), the use of the proceeds therefrom, or any action, claim, suit, litigation, appeal, investigation, inquiry, arbitration or proceeding (each, a “Roeder Claim”) directly or indirectly arising out of, relating to, resulting from or otherwise in connection with any of the foregoing, regardless of whether any Roeder Indemnified Person is a named party thereto or whether such Roeder Claim is brought by the Sponsor (except to the extent authorized by Section 2 below), any of the Sponsor’s affiliates or a third party and (b) to reimburse each Roeder Indemnified Person upon demand at any time and from time to time for all out of pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any Roeder Claim, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with any of the foregoing (including in connection with the enforcement of the indemnification obligations and waivers set forth in this Exhibit A or the Agreement); provided, however, that no Roeder Indemnified Person will be entitled to indemnity hereunder with respect to any Loss to the extent that such Loss resulted solely and directly from any action for which Roeder is obligated to indemnify any Sponsor Indemnified Person pursuant to Section 2 below.

2. **Roeder Indemnification of Sponsor.** Subject to the limitations as to indemnity set forth in Section 9 of the attached Agreement, Roeder shall (a) indemnify and hold harmless the Sponsor, its affiliates, and each of their respective members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, successors, assigns and controlling persons (within the meaning of the Securities Act of 1933) (the Sponsor and each such other person or entity are hereinafter referred to as a “Sponsor Indemnified Person”), from and against any Losses, to which any such Sponsor Indemnified Person, directly or indirectly, may become subject arising out of, relating to, resulting from or otherwise in connection with any and all losses or damages sustained to property or any Sponsor Indemnified Person, to the extent caused by the negligent or other wrongful acts, errors or omissions of Roeder or its employees, or agents arising as a direct result of the services provided by Roeder pursuant to this Agreement (it being understood and agreed by the parties hereto that Roeder does not assume any responsibility for errors or omissions of, or the accuracy or completeness of any Information provided by or on behalf of the Sponsor), or any action, claim, suit, litigation, appeal, investigation, inquiry, arbitration or proceeding (each, a “Sponsor Claim”) directly or indirectly arising out of, relating to, resulting from or otherwise in connection with any of the foregoing, regardless of whether any Sponsor

Indemnified Person is a named party thereto or whether such Sponsor Claim is brought by Roeder (except to the extent authorized by Section 1 above), any of the Roeder's affiliates or a third party and (b) to reimburse each Sponsor Indemnified Person upon demand at any time and from time to time for all out of pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any Sponsor Claim, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with any of the foregoing (including in connection with the enforcement of the indemnification obligations and waivers set forth in this Exhibit A or the Agreement); provided, however, that no Sponsor Indemnified Person will be entitled to indemnity hereunder with respect to any Loss to the extent that such Loss resulted solely and directly from any action for which the Sponsor is obligated to indemnify any Roeder Indemnified Person pursuant to Section 1 above.

3. **Apportionment of Indemnity Liabilities.** If an indemnity contemplated in this Exhibit A is unavailable to either party hereto (or their respective affiliates, members, shareholders, partners, directors, officers, agents, representatives, consultants, employees, successors, assigns or controlling persons) or insufficient to hold any such indemnified person harmless, then the indemnifying party to the fullest extent permitted by law, shall contribute to the amount paid or payable by such indemnified person as a result of such Losses in such proportion as is appropriate to reflect the relative benefits received by the Sponsor, on the one hand, and by Roeder, on the other hand, from the Transactions or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Sponsor, on the one hand, and Roeder, on the other hand, but also the relative fault of the Sponsor, on the one hand, and Roeder, on the other hand, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Roeder Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Roeder pursuant to the Agreement. For the purposes of this paragraph, it is hereby further agreed that (i) the relative benefits to the Sponsor, on the one hand, and Roeder, on the other hand, with respect to the Transactions shall be deemed to be in the same proportion as (x) the total value paid or received or contemplated to be paid or received by the Sponsor, its equityholders and/or the Sponsor's or such equityholders respective affiliates, as the case may be, in the Transactions, whether or not the Transactions are consummated, bears to (y) the fees actually paid to Roeder under the Agreement and (ii) the relative fault of the Sponsor, on the one hand, and Roeder, on the other hand, with respect to the Transactions shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to Information supplied by the Sponsor, any of the Sponsor's affiliates and/or any of any of the Sponsor's officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, representatives, attorneys-in-fact and controlling persons or by Roeder, as well as the Sponsor's and Roeder's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4. **Survival and Consent to Settle.** The indemnity and contribution obligations set forth herein (i) shall be in addition to any liability that either party may have to any indemnified person at law, in equity or otherwise, (ii) shall survive the expiration or termination of the Agreement and any Closing, (iii) shall apply to any modification, amendment, waiver or supplement of this Agreement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of either party or any other indemnified person, and (v) shall be binding on any successor or assign of either party hereto and the successors or assigns to any substantial portion of the such party's business and assets.

Each party hereto agrees that, without the other party's prior written consent, it will not settle any pending or threatened claim, action, suit or proceeding related to the Agreement unless the settlement also includes an express unconditional release of the Sponsor Indemnified Persons and Roeder Indemnified Person, as applicable, from all liability and obligations arising therefrom.

The obligations of each party hereto referred to above will be in addition to any rights that any indemnified person referred to above may otherwise have and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of any party hereto or any such indemnified person. It is understood that the obligations of the parties hereto will remain operative regardless of any termination or completion of Roeder's services.

Agreed to by:

CITY OF MOSIER

ROEDER & COMPANY, LLC

By _____

By _____

CITY OF MOSIER

small enough to make a difference

Staff Report

Meeting Date: 08/04/21

Staff: Colleen Coleman, City Manager

Agenda Titles: Audit Update

Agenda Action: Review

Fiscal Impact: More accurate accounting practices

City Manager Notes:

City staff and Councilor Berry had an exit review on the auditor's findings related to the city's financial and state compliance procedures. The following is a summary of our exit review and list of significant findings that have been corrected since we began the audit process. Other subsequent findings listed on page 2 are long term goals for the City as it gains more capacity for additional professional staff, as well as a revenue base to support more sophisticated accounting software, and record keeping. **Our experience with this auditor has been a training in how to proceed with more attention to government accounting practices. The level of reporting detail that they require daily will take significantly more time than we are currently allotted in our positions, given the City's goals for new project development. They noted that small cities like ours, where staff members wear many hats, are rarely able to follow every recommendation.** However, this fiscal year, our goal is to implement one recommendation at a time and assure accurate accounting and public notice practices are followed, using our newly developed internal controls procedures (attached).

AUDIT COMPLETION TIMELINE

<u>Audit Agenda Item</u>	<u>Date</u>
Completion of interim audit fieldwork	Friday, July 09, 2021
Completion of final audit fieldwork	Friday, July 09, 2021
Target deadline for all outstanding items below	
Target date for draft of financial report	Friday, July 30, 2021
Target date for issuance of our reports	Monday, August 30, 2021
Council Presentation	

Material weaknesses and associated significant deficiencies:

- A. **Material Weakness** - Lack of segregation of duties. The City has a small staff and does not have the ability to adequately segregate duties. Many governments in the State of Oregon are in the same boat. The City should implement compensating controls to mitigate these risks. Compensating controls include reviews and documented approvals of all financial activity including bills, payroll, journal entries, bank reconciliation, receipts, deposits, and financial reports. **Remedied with internal control procedures--attached.**

Associated significant deficiencies:

- 1) The City does not have documented processes and procedures around business practices and internal control. We recommend internal control is documented in writing over all accounting areas. Remedied—see attached internal control doc.
- 2) QuickBooks accounting software is used. QuickBooks is not designed to segregate self-balancing funds and may allow users to delete transactions without any audit trail remaining. We recommend that the City evaluate the risk of using this program and consider purchasing an accounting software package specifically designed for governments. This is common in small cities like ours, we have evaluated the cost and at this time recommend staying with QB with long term plans to change to a better software in the next few years.
- 3) All journal entries should be documented with proper back up and should be reviewed and approved by someone other than the person preparing and entering the journal entry. Remedied -- Lack of review of journal entries was due to lack of staff training and inexperience with the city's financial system. We've remedied this by hiring a certified govt. bookkeeper for QuickBooks. The bookkeeper will issue all approved payments and make all approved journal entries with review by City manager. See attached internal controls document.
- 4) The city needs to purchase a lock box instead of using the door slot for customers dropping off checks.

- B. **Material Weakness-** Lack of regular financial reporting to Council. Remedy: New bookkeeper will be providing financial reports to Council quarterly as per City resolution requirements.
- C. **Material Weakness:** Overall Lack of general SKE (Skills, Knowledge and Experience) - City Staff appear to need training on how to set up governmental accounting processes, use of accounting software and account for transactions. Remedy: Subsequent to fiscal year end the City contracted with a bookkeeper to assist in the reconciliation and update to the books as well as put appropriate govt. reporting and business practices in place.
- D. **Material Weakness:** During testing of the City's bids and quotes processes (subject to ORS 279s), the auditor noted that the City has a set of ordinances governing procurement procedures. City Ordinance 3.01.040, states that the City requires "all such awards must be in compliance with state law (ORS 279A, 279B, and 279C)." The City ordinance in general appears to follow ORS in some instances and restricts contracting processes in others. The City's \$\$ thresholds in the ordinances are below the state standard and it appears the ordinance has not been updated to reflect any changes in recent ORS amendments. Remedy: Auditor recommends that the governing body reviews this section of city ordinances and evaluates its necessity and relevance and takes appropriate action as they see fit.

E. Final Comments:

There were many instances of bookkeeping and procedural errors, due to lack of adequate number of staff for the workload and staff training. Errors have been corrected through this budgeting process and with our new bookkeeper we should be able to follow our proposed internal controls as well as slowly update city purchasing/contracting and record keeping practices to be more germane with municipal auditing requirements.

The auditor recommended the City follow ORS contracting practices more closely and update the City ordinances to match State laws and recommended practices. They also recommended that consulting staff (engineer/planner) receive performance reviews and follow contracting procedures, whereby, the city put out an RFP once their contract has expired. We will review the city's purchasing ordinances with our attorney and bring recommendations to Council and update as needed. City manager will provide performance reviews for consulting staff and be sure we follow ORS guidelines for renewing contracts or hiring new professional consulting staff.



INTERNAL CONTROLS DOCUMENT

Duties	City Recorder	Utilities HR	Rev/Exp Books	City Mgr	Contract Accts
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Utility Billing & Collection:	JB	HR	TM	CC	
Perform system maintenance, such as rate changes, etc.	X			X	
Maintain customer account information	X	X			
File and maintain customer account information in City Hall records	X				
Process utility service work orders	X	X		X	
Process utility deposits information		X	X		
Receive utility deposits		X	X		
Enter meter readings		X			
Run billing		X			
Review billing register edits for unusual readings or bills and resolve errors		X			
Print and mail bills		X			
Receive/ record customer payments (mail & counter)	Back up	X	X		
Post utility activity to the general ledger			X		
Dual balancing of cash drawer daily		X	X		
Make daily deposit	X	X	X		
Process utility deposit refunds		X			
Sign and mail deposit refund checks	X		X		
Process late/cut-off notices		X			
Approve account adjustments		X			
Enter account adjustments in computer system		X			
Print daily and monthly reports		X			
Review daily and monthly reports	X		X	X	
Reconcile utility accounts receivable monthly and investigate any discrepancies			X	X	
Payroll Processing:	JB	HR	TM	CC	
Perform system maintenance, such as pay, deduct codes	X				
Maintain employee information on computer	X		X		
File and maintain employee information in City Hall records	X				
Enter time sheet and leave information each pay period	X		X	X	
Approve leave requests				X	
Calculate payroll and print payroll register			X		
Review time sheets and payroll register for proper pay				X	
Prepare payroll checks			X		
Approve and sign payroll checks				X	
Distribute signed payroll checks	X				



INTERNAL CONTROLS DOCUMENT

Payroll Processing (cont.):	JB	HR	TM	CC	
Print payroll reports, post to general ledger			X		
Make payroll tax deposits			X		
Prepare checks for other payroll liabilities			X		
Approve and sign checks for other payroll liabilities				X	
Prepare and file Federal, State and other payroll reports, such as 941s, W-2s, Unemployment, Workers Comp			X		
File and maintain copies of payroll reports in City Hall	X				
Review payroll registers and regulatory reports and investigate any discrepancies				X	
Purchasing and Payments:	JB	HR	TM	CC	
Receive requests for purchases				X	
Prepare purchase orders	X				
Ensure budget appropriation is available			X	X	
Ensure competitive bidding compliance	X			X	
Approve purchase orders				X	
Enter approved purchase orders / post to general ledger			X		
Obtain signed receipt of delivery or goods and services to ensure goods or services were satisfactorily provided	X				
Enter invoices / post to general ledger			X		
Authorize invoices for payment consideration by the City Council				X	
Prepare claims list for City Council approval			X		
Prepare checks for payment after Council approval			X		
Compare checks to approved claims list	X				
Sign checks to vendors				X	
Prepare and file annual 1099s			X		
File and maintain purchase documents in City Hall records	X				
Review claims list, account postings and investigate any discrepancies				X	
Other Revenue and Receipts Processing:	JB	HR	TM	CC	
Receive payments for miscellaneous revenues and receipts, such as fees, grants, licenses, permits, etc.	X		X		
Prepare multi-copy receipts for payee and City records			X		
Post receipts in general ledger			X	review	
Print a daily deposit report of all receipts			X		
Compare City receipt copies to daily deposit report				X	
Make daily deposits	X			review	
Maintain grant, license, permit and other records in City Hall files	X				
Prepare and file grant/ other reports related to revenue	X			X	

CITY OF MOSIER

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Staff Report

Meeting Date: 08/04/21

Staff: Colleen Coleman, City Manager

Agenda Titles: EV Charging Station Project Update

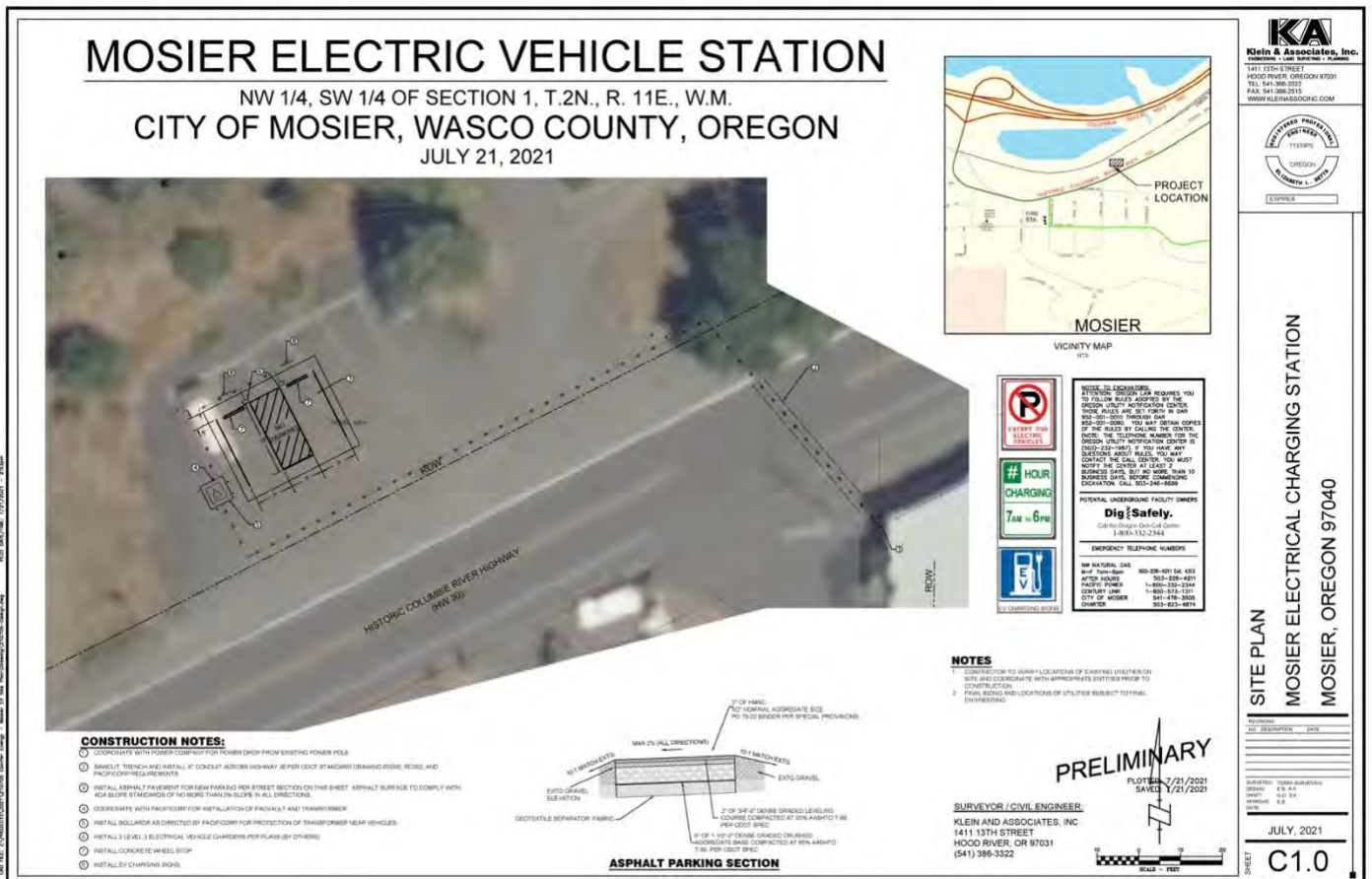
Agenda Action: Council Review

Fiscal Impact: None

Project Milestones:

6/28/21 – Contract finalized : Prime contract is held with Jonathan Nelson, Conifer Energy Partners, LLC, with civil and electrical engineering subcontracted through Conifer.

7/1 – 7/20/21 – Civil engineer (Klein) developed preliminary site plan – below:



7/26/21 Site Visit – City manager met with Jonathan Nelson and electrical engineer Matt Cash to ground truth the site plan and be sure the electrical engineer understood the ODOT right of way and Pacific Power connections on site.

7/30/21 City Conditional Use Permit – Submitted to City by Conifer and city manager submitted to Katie Skakel, City Planner 8/3/21, as well as Mosier Center site plan to Conifer for coordination of designs/site conditions.

Next Steps:

Finalize design and bid documents for construction by Sept 2021

Send permit applications to Wasco County and ODOT with approved City CUP and final CDs.

Put out public notice for construction bid.