



*Home of the Tualatin River National Wildlife Refuge*

# **URBAN RENEWAL AGENCY MEETING PACKET**

**FOR**

**Tuesday, December 17, 2013**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon**

**URA Board of Directors Regular Meeting**  
(Following the City Council Meeting)

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING AGENDA**

**Tuesday, December 17, 2013  
(following the City Council meeting)**

City of Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon

**REGULAR URA BOARD MEETING**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CONSENT**

**A. Approval of November 19, 2013 URA Board Meeting Minutes**

**4. NEW BUSINESS**

**A. URA Resolution 2013-011 Authorizing the URA District Manager to enter into a contract with PARC Resources to provide grant services to support the Community Center construction and operations (Kristen Switzer, Community Services Director)**

**B. URA Resolution 2013-012 Authorizing the Urban Renewal Agency (URA) District Manager to award a construction contract for the Sherwood Community Center project (Bob Galati, City Engineer)**

**5. STAFF REPORT**

**6. ADJOURN**

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES**

**Tuesday, November 19, 2013  
22560 SW Pine Street, Sherwood, Oregon 97140**

**URA BOARD REGULAR MEETING**

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:18 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Bill Butterfield, Krisanna Clark, and Matt Langer. Dave Grant and Robyn Folsom were absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Police Chief Jeff Groth, Police Captain Ty Hanlon, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Finance Director Julie Blums, City Engineer Bob Galati, Administrative Assistant Colleen Resch, Agency Recorder Sylvia Murphy and City Attorney Chad Jacobs.

Chair Middleton addressed the Consent Agenda and asked for a motion.

**4. CONSENT AGENDA:**

**A. Approval of Number 5, 2013 URA Board Meeting Minutes**

**MOTION: FROM LINDA HENDERSON TO ADOPT THE CONSENT AGENDA, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 5:0. (ALL PRESENT MEMBERS VOTED IN FAVOR. ROBYN FOLSOM AND DAVE GRANT WERE ABSENT).**

Chair Middleton addressed the next agenda item.

**5. PRESENTATIONS**

**A. Community Center Update**

Assistant City Manager Tom Pessemier came forward and provided a brief update on the Community Center. He stated in August and September staff did a few presentations showing exterior components of the building and followed up with a more detailed presentation of the interior of the building. He said we spoke of functionality and how things would work inside the building, building features and flexibilities. He said we addressed hurdles of technical cost estimating and we have a firm that does this professionally and they came up with a cost estimate that was roughly 10% higher than what our budgeted goal was. He said there were some immediate savings from that which we were able to understand once we got better information from some of the disciplines. He said we recognized fairly quickly that our estimates were in line with what we expected and we are now moving forward with getting construction drawings. He said from there we had a land use process and we did a minor modification to the site plan through the Planning Commission. He said they approved that with very few conditions and that was not appealed and that is finished at this time. He said we also submitted plans to the Building Department for building permits and those plans have been reviewed and we read the comments and resubmitted them and that process is well along. He said we have also gone out to bid and it will be a public bid and is open in the Daily Journal of Commerce and a few other contracting

boards in the area. He said information is available on the City website. He said bids are due back December 5<sup>th</sup> and we anticipate the cost will be in line with what we expect. He said he believes we have done a lot to keep costs and the project in line with expectations. He said when bids come in staff will come back to the URA Board, currently planned for December 17<sup>th</sup> to allow the URA Manager to enter into a contract with the contractor as well as any construction management services. He said if all this takes place, we will start construction in January 2014 and would have an opening of the building in late 2014.

Chair Middleton asked for Board questions, with none heard, he addressed the next agenda item.

## **6. NEW BUSINESS**

### **A. URA Resolution 2013-010 Authorizing the use of certain responsibility criteria in accordance with ORS 279C.375(3)(b)**

City Engineer Bob Galati stated this resolution is to go along with the bidding process. He said typically we ask for prequalification before we go out to bid and due to the timeframe we have included the prequalification process as part of the bid process. He said to make this clear and transparent staff is currently coming before the Board to allow the Board to understand the prequalification process, what the requirements are and get approval to allow staff to proceed.

He said this is in compliance with Oregon Attorney Generals bidding contract laws which say a local contract review board, which the URA Board can act as a local contract review board, can approve these conditions. He stated this resolution adopts the conditions and allows us to include those conditions as part of the bid process.

Chair Middleton asked for Board questions, with none heard, the following motion was made.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2013-010, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 5:0. (ALL PRESENT MEMBERS VOTED IN FAVOR. ROBYN FOLSOM AND DAVE GRANT WERE ABSENT).**

Ms. Henderson thanked the City Engineer. Chair Middleton addressed the next agenda item.

## **7. STAFF REPORT**

Tom Pessemier indicated there was not a staff report.

## **8. ADJOURN**

Chair Middleton adjourned the meeting at 8:25 pm.

Submitted by:

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Sylvia Murphy, MMC, Agency Recorder

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Bill Middleton, Chair

**TO:** Sherwood URA Board of Directors

**FROM:** Kristen Switzer, Community Services Director and Tom Pessemier, Assistant City Manager

**Through:** Joseph Gall, URA Manager

**SUBJECT:** **Approval of URA Resolution 2013-011 which authorizes the URA Manager to enter into a contract with PARC Resources to provide grant services to support the community center construction and operations**

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**ISSUE:**

Should the URA Board approve this Resolution which authorizes the Agency Administrator to enter into a Personal Services Contract with PARC Resources to provide grant services to support the community center construction and operations?

**BACKGROUND:**

The Community Center is expected to begin construction in January 2014 and be open for operations in late 2014. The City will invest over \$7 million in this project from start to finish and over the course of the next year, multiple opportunities to obtain funding from private and public organizations, that commonly support activating and sustaining art related facilities, will be available. The construction cycle and grant cycles match up at this time and both operational and capital grants will have a good chance of success.

The URA sent out a solicitation for grant services to three firms that have the capacity to complete grant advocacy for this project. Only one firm responded by the deadline and PARC Resources was determined to have all of the necessary qualifications to assist the URA through this process.

PARC Resources provided qualifications and a scope of services attached as Exhibit A to this Staff Report for your review. A draft contract has also been attached as Exhibit B to the Staff Report as an example of the Contract that will be executed.

**FINDINGS:**

Staff finds that the URA process has met the conditions for appointment and believes that PARC Resources has the ability to provide the requested services.

**FINANCIALS:**

The proposed contract is for \$19,231 which includes a contingency amount of 5%. The billing for this contract is on an hourly basis and the more effort provided by staff and partner art organizations the total amount of the contract utilized will be reduced. The URA expects that the amount of grants received will be multiple times the amount spent on this small contract. Based upon estimates of other similar projects, it could be an order of magnitude greater than what is invested.

**RECOMMENDATION:**

Staff respectfully recommends adoption of URA Resolution 2013-011 authorizing the Agency Manager to enter into a contract with PARC Resources for a total not-to-exceed contract amount of \$19,231.

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*"PARC was able to identify salient features of our organization quickly, allowing them to create a solid starting point from which strategic planning could take place. There was no 'shoehorning' of KBOO into a ready-made packet that didn't reflect our values and practices."*

*Dave Mazza  
On-Air Personality  
KBOO Community Radio*

*"PARC's assistance has brought many millions of dollars into this community and I truly appreciate the professional manner in which they have assisted this County and community."*

*Steve Grasty  
Harney County*

*"PARC is an asset to our community in many ways. Besides being solid corporate citizens, they have assisted the city formally and informally in a number of projects over the years. They are focused, creative, and customer-service oriented. They recently completed a business incubator study that we will use as a blueprint for this important economic effort."*

*John McArdle  
Mayor of Independence,  
Oregon*

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## **Statement of Qualifications presented to the City of Sherwood CAPITALIZATION CAMPAIGN & GRANT WRITING CONSULTING SERVICES**

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### **PARC RESOURCES**

**1-800-758-6812 / [www.parcresources.com](http://www.parcresources.com)**

#### **REGIONAL OFFICES**

Eastern Regional Office:	PO Box 549/101 East Main Weston, Oregon 97886 (541) 566-9384
Central Regional Office:	64644 Cook Road Bend, Oregon 97701 (541) 330-0485
Western Regional Office:	3330 Barnhart Road Dallas, Oregon 97338 (541) 377-1405
Idaho State Office:	364 S. Long Bay Way Star, Idaho 83669 (541) 561-2448

Legal Status: Limited Liability Company (LLC)  
Service Area: United States of America  
Authorized Contact: Stan Foster, President

## ***FIRM DESCRIPTION***

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Founded in 1985, PARC Resources is a consortium of professional consultants that provides services under contract for state, regional, local, and Tribal governments, as well as for private sector for-profit and not-for-profit organizations. Over the past twenty years, we have worked on successful projects throughout the west, developing a reputation of performing jobs on time and within budget. Our business approach is to be responsive to the communities in which we are working and to achieve positive, *sustainable* results that improve lives.

PARC Resources uses an integrated team approach to project development. Once we understand an organization's priorities, we monitor potential funding opportunities to make sure that our clients are aware of each and every opportunity that might meet their objectives. We provide a professional assessment of each opportunity and work with our clients to make sure that their applications are the most competitive possible. If we believe a specific grant opportunity is a long shot or is non-competitive, we will recommend not making an application, even if it costs us an opportunity to earn a fee. Our perspective is to support our client's long-term objectives and wellbeing. We utilize the internal experts on our team to best determine viability of a capitalization approach and also to develop funding strategies that will serve the long-term interest of our clients.

*We take the guessing out of fund raising and grant writing by ensuring that your priorities are fully understood and that our efforts are designed to maximize the benefits to your organization.*

PARC Resources has served as capital campaign counsel for many projects throughout the Pacific Northwest. Our specialization is working with small and rural communities to realize these much needed projects. From the Arts Center of Pendleton to the renovation of the 1912 Elgin Opera House, we have the range of knowledge necessary to assist in the completion of your Cultural Arts and Community Center project. Because we understand funding environments, we have the ability to craft a capital campaign in a manner that is most appropriate for your community and most likely to be successful based on local resources. Our knowledge of grant writing, campaign development, coaching, and training means we become part of the local team, not remote and uninvolved outsiders, but *working members of your local community*. Because we work primarily with communities that have limited resources, we know how to overcome local barriers through a process and that instills confidence in the local citizens and builds on one success to feed future success.

PARC's representative for this project is Stan Foster, who can be reached at 1-800-758-6812; at our Bend, Oregon offices at 64644 Cook Avenue, Bend, Oregon 97701; and via Email at [stan@parcresources.com](mailto:stan@parcresources.com). Stan is authorized to negotiate and execute an agreement between the parties.

Bill Flood and Stan Foster will coordinate the training and coaching for local fund raising. Susan Nuetzman will provide the community education and outreach piece of the campaign, and Dr. Bob Irvine will direct the grant fundraising team. If selected to facilitate the undertaking of this project, Mr. Foster and Ms. Nuetzman will be available to meet regularly with key stakeholders to develop this project further. The team will be supported by other key staff within the PARC Resources family in preparation of capital campaign materials.

## ***SIMILAR EXPERIENCE***

PARC Resources has been servicing Pacific Northwest communities since 1985. During that time, we have completed a wide variety of projects. We are specialists at finding pathways to achieve community goals. We can put this experience and knowledge to work for the City of Sherwood. We have the depth of resources to seek out and secure the funding needed for your projects.

A few examples of our recent work on capital campaigns are as follows:

- Restoration of the 1912 Elgin Opera House – \$1.2 million
- Capitalization of the Columbia River Community Health Center – \$3.6 million
- Development of the Sage Visitor Center – \$2.5 million
- Development of the Arts Center of Pendleton – \$1.5 million
- Capitalization of the Harney County Senior Center – \$600,000
- Capitalization of the Umatilla City Library – \$800,000

A list of projects in which we have been engaged over the years displays the range and depth of our abilities in grant writing.

### **Streetscape Improvements**

City of Independence	\$800,000
City of Umatilla	\$750,000
City of Weston	\$ 80,000
City of Enterprise	\$150,000

### **Park and Recreation Improvements**

The Dalles Riverfront	\$175,000 (6.5 million)
City of Lowell	\$ 40,000
City of Donald	\$100,000
City of Dayton	\$118,000
City of Willamina	\$ 54,715

### **Water/Wastewater**

City of Heppner	\$2.5 million
Klamath Tribes	\$2.0 million
Coos Tribe	\$1.0 million
White Swan, Wash.	\$600,000
Fort Hall, Idaho	\$480,000

### **Health Facilities**

Umatilla County	\$800,000
Grant County	\$1.2 million
Harney County	\$600,000
Boardman CRCHS	\$3,250,000

### **Community Centers**

City of Rockaway Beach	\$1.7 million
City of Rufus	\$1.5 million
City of Burns	\$800,000
Burns Paiute Tribe	\$1.0 million

**Museums/Art Centers**

Newport Arts Center	\$500,000
Pendleton Arts Center	\$1.2 million
Round-Up Hall of Fame	\$1.2 million
E.O. Children's Museum	\$600,000

**Public Safety**

City of LaGrande	\$1.8 million
Shoshone Bannock Justice Center	\$16.7 million
Spokane Fire	\$808,000
City of Athena Ambulance	\$150,000
Fort Hall Fire	\$300,000
Boardman Fire	\$250,000
Umatilla Tribal Ambulance	\$600,000
Klamath Fire Dist #1	\$5,000,000

**Libraries**

City of Umatilla	\$1,600,000
City of Burns	\$650,000
City of Sheridan	\$100,000
Klamath County	\$800,000

**Social Services**

Southern Oregon Head Start	\$1.4 million
Harney Co. Head Start	\$1.2 million
Head Start of Lane County	\$120,000
Head Start of Yamhill County	\$494,000
Klamath Crisis Center	\$2.3 million
Tillamook Crisis Center	\$165,000
Homestead Youth Lodge	\$2.2 million
Rockwest Training Center	\$1.0 million

PARC Resources shapes each project team to fit our client's needs, bringing together the best-suited people to achieve results. Our pool of experts includes facilitators, trainers, capital campaign specialists, marketing experts, researchers, grant writers, feasibility analysts, AICP-certified planners, economic development specialists, and project managers. Our people work together to make sure each project gets the full attention of our organization. This collaborative approach ensures that all resources are considered and that ideas and alternative approaches are evaluated in each step of every project.

Our partial list of local projects is testament to our effectiveness in working with small communities to achieve public projects. This specialized knowledge makes us imminently qualified to assist the Sherwood Cultural Arts Community Center in seeking funding for their new facilities. Understanding how to coordinate fundraising, grant writing, and community challenges are critical to achieving high quality results. From arts centers in Pendleton, Twisp, Newport, and Baker City to Head Start facilities in Klamath Falls, Burns, Hermiston, Dayton, Sheridan, Florence and Grant Pass; Community Centers in Burns, Rufus, Rockaway Beach; and Library projects in Klamath Falls, Sheridan, Burns, Umatilla, Pilot Rock and Chiloquin – we have the knowledge and the experience to assist the City of Sherwood in its efforts.

PARC Resources has a proven track record of building successful and effective local capital campaigns. *Filling the gaps in the local organization's capacity is our specialty.* If you need grant writers, we provide complete grant writing services; if you only need technical assistance, we meld our expertise and knowledge into your local enthusiasm and commitment to achieving good things for your community. Our flexibility and responsiveness will ensure that your team has the resources and assistance it needs *when* you need it. PARC Resources understands that one size does not fit all, so we seamlessly adjust to what makes the most sense for your project. Integrating ourselves into your local team, we become an extension of your "community" effort by offering the services and support most appropriate for your needs, not a prescribed approach that may or may not be the best fit for Sherwood.

Because Sherwood has made a significant emotional and financial effort to support the Sherwood Cultural Arts Community Center; this will allow us to provide enhancement resources to make sure that the new Center has all the features necessary for sustainability and success. This is a huge advantage and will hasten the completion of the capital campaign during and up to the construction of the facility. Because public facilities must serve the community over a long period of time (40-50 years minimum), it is critical that features such as kitchens, telecommunication capabilities, and multi-use support equipment are included in the new facility to allow for the most beneficial use for the highest number of groups and interests.



## ***OUR PROPOSED APPROACH***

The scope of work identified in this proposal includes funding research, campaign training, strategy development, project coordination, liaison and outreach to funders, grant writing, coaching support, and process management. PARC Resources offers a seamless continuum of service from start to finish and will ensure that the Capital Campaign Committee and the City are informed, advised, and consulted throughout all aspects of the capital campaign process.

We propose a multi-faceted approach to completing the desired scope of work. The following work plan is intended to be a starting point for final negotiations between the parties. We have broken down the various elements of the desired services and identified time commitments. The City and the Capital Campaign Committee can adjust or modify this scope of work to best reflect their needs and desires for support. We are prepared to work with the specific budget available through not-to-exceed pricing for the services most desired by the local Committee. We are also prepared to share responsibility with local Committee members to perform specific work items locally, rather than have the City pay PARC Resources for these services, if the City desires. We will be pleased to respond to your inquiries and participate in an interview process should we be selected for consideration.

PARC proposes a capital campaign process that will reasonably take 6 to 12 months to secure the balance of funds needed for full development of the Center. The work plan provided assumes that the preliminary architectural work and capital investment of the City of Sherwood study will be the core investment, and that PARC Resources will be seeking between \$500,000 to \$800,000 of additional funding that will be utilized as raised to complete specialized features of the Center, which will sustain the arts and community use of the facility. Cost estimates for services are based on projected hourly requirements to complete each task based on little or no assistance from the local Committee members. As with other projects, PARC Resources is willing to work with local volunteers to reduce our billable time and utilize local people in some aspects of the campaign work.

<b>ACTIVITY</b>	<b>PROJECT HOURS</b>
1. Meet with the Local Capital Campaign Committee to develop a 6-12 month fundraising plan, resulting in the completion of a <i>Capital Campaign Plan</i> .	*Meet with local Committee = 10 hrs *Prepare Capital Campaign Plan = 30 hrs
2. Initiate local fundraising effort by completing volunteer training, conducting outreach and education, and performing campaign management.	18-20 hrs
3. Initiate grant-writing efforts, resulting in the preparation and submittal of 6-8 grant applications requesting funds equal to up to \$800,000.	125 hours
4. Address budget shortfalls and/or additional capital investment in the Center as needs are determined; seek additional resources from federal, state, and/or private foundations as needed.	To be determined
<b>5. Completion of supplemental Capital Campaign effort – raising \$500,000 to \$800,000 for additional capital investment in Center resources.</b>	<b>Total Estimated hours = 185 hours.</b>

PARC has identified a process that will include 185 hours of consulting and grant writing support, which at our standard billable rate would equal \$18,315. Because this project is so advanced and ready to proceed, we feel it can move very rapidly, with the capital campaign being completed in nine months from the time of engagement. Based on the timing of various funding opportunities, it may be necessary to adjust the actual ratio of public and private grants to reflect realized opportunities. It is our recommendation that PARC Resources work intimately with the Sherwood Cultural Arts Community Center Capital Campaign Committee and the City to cultivate funding opportunities through outreach, personal appeals, and referrals based on successful funding approaches. PARC Resources has a training component available to train local representatives in how to seek private donations and secure these types of commitments as part of an overall capitalization approach.

The projected cost associated with each component is designed to be the basis of a negotiated contract for services. PARC Resources is willing to modify or expand this work plan to better reflect the expectations of the local officials. The current projection of time and costs assumes that local volunteers will conduct the local capital campaign efforts while PARC Resources provides the grant writing support as well as volunteer training and organization development.

## ***KEY PERSONNEL***

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### **Stan Foster, President**

Stan will serve as one of the Capital Campaign team leaders, organizing outreach to potential funders and assisting the team members with strategy and timing issues. He will serve as one of the team liaisons to the community steering committee to help formulate a cohesive strategy for funding and resource development throughout the capitalization process.

### **Dr. Robert (Bob) Irvine, Vice President**

Bob will oversee the strategic grant writing to ensure that applications are prepared in a responsive and timely manner to secure the needed resources for the Center. Bob will provide written reports as needed from the team to advise the City and Capital Campaign Committee on strategy adjustment. He will coordinate the timing of applications and assist the community in identifying and seeking support from national and regional private funders of projects. He has provided similar services to local governments and non-profits for over a decade with PARC Resources. Bob will also direct the grant writing team, oversee necessary research, and participate in the strategy development with the Capital Campaign Committee.

### **Susan Nuetzman, Western Regional Manager**

Susan will provide ongoing client support as the local liaison to the Capital Campaign Committee as well as the lead coach for training volunteers in how to make the “ask.” Susan will participate in identifying local requests and will work with volunteers to make sure they have the confidence and training necessary to be successful in requesting and receiving local donations. Susan will also participate in meetings with potential funders and steering committee members to ensure that grant applications are tailored to each funder’s interest in the project.

### **Bill Flood, Lead Facilitator and Outreach Specialist**

Bill will serve as the lead facilitator for community meetings and outreach efforts to promote the Cultural Arts Community Center project. Bill will work with the team to formulate local fundraising strategies and will assist Susan in local training efforts to ensure that all volunteers have the techniques and approaches necessary to approach community members on behalf of this project. Bill has extensive experience supporting cultural resources in Oregon and throughout the world, and will put this knowledge to work on behalf of Sherwood should we be selected to assist the community.

### **Laura Prado, Client Services Manager**

Laura will serve as one of the principal grant development specialists on this project, ensuring that applications conform to federal, state and private guidelines and that prepared applications are filed in a timely and appropriate manner. Laura will also coordinate initial contacts with private funders to determine the suitability of each source for the purpose of capitalizing the project. Laura will provide direct advice and recommendations on strategy implementation based on her contact with the private funding community and the timing of each application.

In addition, we will use support staff, including a Continuity & Packaging Manager, a Senior Proofreader, and an Office Manager to assist our team in serving the City. Our team for this project includes professionals with more than 100 combined years of experience in community development work. Resumes of each team member are attached.

## ***PROPOSED SCHEDULE AND COSTS***

PARC Resources has proposed an eight-month process with local meetings, conference calls, written reports, and an aggressive grant strategy that would result in six to eight actual grant applications submitted on behalf of the project. In addition, we offer capital campaign services for a local fund-raising effort by the community to seek private donations as part of this campaign strategy. This support includes development of the Capital Campaign Plan, assistance organizing the Capital Campaign Committee, a grant-writing plan, development of ongoing “case for support,” local campaign strategy, and training for volunteer fundraisers. Our not-to-exceed price for completing this work as described is \$18,350; our hourly billable rate is \$99 per hour. The current bid includes all associated travel and printing costs for the interim reports and grant application submittals. Our bid includes providing electronic versions of all materials provided under this contract as well as a hard copy of each grant submitted on behalf of the project. All meetings and presentations are included in the budget, so no additional costs are expected unless the City of Sherwood and/or the Sherwood Capital Campaign Committee request additional services from PARC Resources.

<b>ACTIVITIES</b>	<b>PARTICIPANTS</b>	<b>TIMEFRAME</b>	<b>DATE(S)</b>
<p>1. Meet directly five different times with the Local Steering Committee as needed. Conduct monthly or bi-monthly telephonic meetings with key members of the campaign committee as necessary. PARC Resources staff will coordinate with other team members to bring in key participants as needed. Preparation and follow-up are included in this scope of work.</p> <p><b>(Outcome: On-going integration of the PARC Team into the process of the Capital Campaign development.)</b></p>	<p>PARC Resources Team (1)</p> <p>plus additional personnel as needed</p>	<p><b>ON-GOING</b></p> <p>Five formal meetings in Sherwood throughout the contract period.</p> <p>Telephonic meetings with key participants as needed throughout the contract period.</p>	<p><i>December 2013- August 2014</i></p> <p>First meeting: December</p> <p>Monthly meetings: January – May</p> <p>Phone conferences as needed</p>
<p>2. Develop a Capital Campaign Plan with a specific grant-writing element.</p> <p><b>(Outcome: A successful grant writing campaign to secure \$800,000 of grant support.)</b></p>	<p>PARC Resources Team (2-4)</p>	<p>Plan prepared in Month One</p>	<p>December: Development of Capital Campaign Plan</p>
<p>3. Implement systematic grant application preparation and submittal with a projected minimum of 608 grants applications prepared and submitted.</p>	<p>PARC Resources Team (2-4)</p>	<p>Systematic private foundation applications</p>	<p>January – June 2014</p>
<p>4. -Assist in the development of the Capital Campaign Committee.</p> <p>-Implement the strategic Capital Campaign Plan for local fundraising with specific targeted objectives by contacts and timeframes.</p> <p>-Initiate the local private fundraising process by identifying potential local funders, organizing local campaign, training volunteer solicitors, and setting</p>	<p>PARC Resources Team (2)</p>	<p>Month Two: Implementation of the local fund raising plan.</p> <p>Ongoing coaching support for the following eight months.</p>	<p><i>December 2013- August 2014</i></p> <p>December: Goal setting for local fund-raising</p> <p>January: Local campaign kicks off and runs until the Center is complete and</p>

timelines, benchmarks and processes for seeking community support. <b>(Outcome: An approved community fundraising plan, and Capital Campaign process based on local input and approvals.)</b>			dedicated.
5. -Assist in updating the “case for support” for local fundraising as needed. -Coordinate “free media” as warranted. -Train local volunteers to make the “asks” for local donations from larger corporate donors. -Prepare a “white paper” summary of the Capital Campaign Plan for local distribution. -Expand the funding universe to include potential regional donors who may wish to support the Center. <b>(Outcome: Pre-selling the project to potential funders, raising awareness of the project, supporting local fundraising, and securing recommendations and referrals to other funders.)</b>	PARC Resources Team (1-2)	Month One and Two: Ongoing effort until completion of capitalization phase.	December – January: planning.  February – August 2014: implementation
6. Preparation of reports to the City and the Capital Campaign Committee on the progress of the capital campaign. Assist in reporting requirements for funding committed and in response to requests from funders.	PARC Resources Team (1-2)	Ongoing effort until completion of capitalization phase.	January – August 2014: local reporting and communication
7. <i>Completed Capital Campaign. Fundraising and Grants secured \$600,000 to \$800,000.</i>	<i>City of Sherwood, Sherwood Cultural Arts Community Center, PARC Resources Team</i>	<i>Projected 8-month duration for full capitalization.</i>	<i>Complete by August 2014</i>

PARC Resources continues to bid on projects throughout the west, but upon being awarded a contract, will assign the proposed team to the project. PARC Resources can begin this process within one week of being selected as the consultant for this project. This proposal is good for sixty (60) days after the date of my signature.

It would be an honor to be selected for this important project. Thank you.



**November 12, 2013**

Stan Foster, President

Date

## ***STAN FOSTER***

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### ***EXPERIENCE***

1995-current	President Public Affairs Research Consultants (PARC)
1988-1994	Executive Director Community Action Program East Central Oregon (CAPECO)
1984-87	Chief Planner State of Oregon
1982-83	Business Development Planner/Special Transportation Manager Chemeketa Community College-Mid Willamette Valley SSA
1979-82	Senior Land-Use Planner/Social Services Director Polk County, Department of Community Development
1977-79	Social Service Director Yamhill County Board of Commissioners
1972-1974	Elementary School Teacher Ausable Springs School for Emotionally Disturbed Children (Canada)

### ***EDUCATION & TRAINING***

- 1977 Bachelor of Science, Portland State University
- 1978-82 American Planning Association
- 1984 Certified Emergency Planning Instructor
- 1985 Certified Hazardous Material Response Planning Instructor
- 1988 Outward Bound Instructor
- 1993 Senior Fellow - American Leadership Forum
- 1994 High Ropes Adventure Trainer

### ***BOARDS & COMMISSIONS***

- 1977 Child Care Commission
- 1979 Social Services Commission for Yamhill County
- 1982 Senior Citizen Transportation District for Polk County
- 1983 Oregon Hazmat Coordinating Council
- 1985 Peace Plaza Committee
- 1989 Youth Services Commission
- 1992 Umatilla County Home Rule Charter Committee

## **ROBERT KERN IRVINE, Ph.D.**

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### **EXPERIENCE**

Vice President, PARC Resources	Weston, Oregon
Adjunct Professor, Blue Mountain Community College	Pendleton, Oregon
Resource Faculty Member, Eastern Oregon University	La Grande, Oregon
Associate Director, Homestead Youth Lodge	Pendleton, Oregon
Lecturer, Western Oregon University	Monmouth, Oregon
Instructor, Kansas State University	Manhattan, Kansas
Geological Associate, RZA-AGRA	Portland, Oregon

### **EDUCATION**

- 1997, Ph.D. in American History, Kansas State University
- 1992, Masters in Management, Willamette University
- 1990, B.A. in Geology, Whitman College

### **SELECTED ACCOMPLISHMENTS**

- Published author: *"Fallacies in Education: Why Schools Are Mired in Mediocrity"*
- Developed marketing and market capture models for regional tourism venues.
- Served as project manager and grant administrator for capital project funded, in part, by federal funds.
- Developed and presented water law and the historical development of the U.S.
- Successfully implemented funding plan through grant writing and loan packaging.
- Conducted field research and survey analysis for use in economic analysis.
- Successfully managed small tourism-related business in Alaska.
- Completed analysis of water law and the environment as it impacted the development of the American west.

### **SKILLS & TRAINING**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Grant Writing                   | • Public Facilitation |
| • Financial Feasibility Analysis  | • Economic Analysis   |
| • Research Techniques & Processes | • Geological Analysis |

### **PROFESSIONAL AFFILIATIONS**

- ArtWalla (formerly Blue Mountain Arts Alliance)
- Oregon State Historical Society
- American Society for Environmental History
- Western History Association
- Forest History Society
- Trout Unlimited
- Association for the Study of Literature and Environment
- Phi Alpha Theta: Honor Society

## *SUSAN NUETZMAN*

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### *EXPERIENCE*

Senior Account Executive, PARC Resources	Dallas, Oregon
Owner, Nuetzman & Associates	Dallas, Oregon
Director, Setness Homes.	Salem, Oregon
District Sales Manager, Bytheways's Manufacturing	Sacramento, California
Program Evaluator, Western Oregon State College	Monmouth, Oregon
Marketing Manager, Trend College	Salem, Oregon
Legislative Assistant, Senator John Brenneman	Newport, Oregon

### *EDUCATION*

- Bachelor of Science from Western Oregon University, 1996

### *SELECTED ACCOMPLISHMENTS*

- Successfully coordinated large trade shows.
- Developed Sales and Marketing programs that led to more than 300% increased sales.
- Developed and coordinated reforms in training procedures that substantially improved performance of a vocational rehabilitation facility.
- Provided constituent services, including researching and explaining regulatory rules, policies and procedures.
- Successfully managed community development planning projects including; historic preservation, community facilities development, parks master planning, and community outreach programs.
- Managed community education and outreach process for local bond measure.
- Conducted pilot study in preparation for submission of a Department of Education grant application.
- Successfully facilitated strategic planning process for non-profit organizations.

### *SKILLS AND TRAINING*

- Project Management
- Marketing
- Facilitation
- Community Development
- Event Management
- Business Management
- Public Relations and Media Management
- Organizational Development
- Strategic Planning

## ***BILL FLOOD***

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### ***EXPERIENCE***

Community Development Coordinator, Oregon Arts Commission	Salem, Oregon
Community Cultural Participation Grant Program, Oregon Cultural Trust	Salem, Oregon
Coordinator of Community Development Training Programs	Portland, Oregon
Program Development Specialist, Extended and Summer Programs	Portland, Oregon.
Research Associate, Mid-Willamette Valley Council of Governments	Salem, Oregon
Reg. Transportation Planner, Mid-Willamette Valley Council of Gvnmts.	Salem, Oregon
Director of Elderly and Handicapped Transportation Programs	Jefferson City, MO

### ***EDUCATION***

- Masters, Community Systems Planning and Development, Pennsylvania State (1982)
- Bachelor of Social Work, University of Missouri (Columbia) (1975)
- J. William Fulbright Scholarship Board (2008) to research and teach in Potsdam, Germany
- U.S. Human Resources Administration for both degrees (1975 and 1982)

### ***SELECTED ACCOMPLISHMENTS***

- Planned and facilitated a countywide cultural planning summit engaging participants across arts, humanities and heritage
- Advised German colleagues on development of a regional cultural development plan for three rural communities in the German state of Brandenburg.
- Assisted in the planning and implementation of a tri-county public services needs assessment
- Developed a regional transportation plan for the elderly, handicapped, young and low-income. Provided technical assistance to many human service agencies, transportation providers and groups concerned with transportation in Marion, Polk and Yamhill Counties.
- Administered \$2,000,000 in federal and state grants, coordinated the development of regional transportation plans, provided technical assistance, supervised staff, served on councils including the Transportation Subcommittee of the Governor's Council on Aging.

### ***SKILLS & TRAINING***

- Transportation Planning
- Regional Cultural Development
- Gladstone Trolley Trail Master Plan
- Hillsboro Public Art Master Plan
- Organize/Manage Leadership Teams
- Public Facilitation

### ***PROFESSIONAL AFFILIATIONS***

- National Guild of Communities Schools of the Arts, Northwest Chapter. Facilitated morning training session illustrating practical examples of community building (2009)
- University of Oregon Arts and Administration Program. I am adjunct faculty with this program and teach Community Cultural Development (AAD 451/551) (2009)

## ***LAURA L. PRADO***

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### ***EXPERIENCE***

Client Services Manager, PARC Resources

Phonathon Manager, Whitman College

Customer Support Technician, Sykes Inc.

Medical Records File Clerk, Family Practice Associates of Walla Walla

Weston, Oregon

Walla Walla, Washington

Milton-Freewater, Oregon

Walla Walla, Washington

### ***EDUCATION***

- Bachelor of Arts in Sociology, Whitman College, 2009

### ***SELECTED ACCOMPLISHMENTS***

- Researched, created and managed the company contact database.
- Organized employees for greater efficiency.
- Developed and presented informational lecture on sports medicine.
- Developed and presented informational lecture on race in the media.
- Facilitated financial gifts to Whitman College totaling \$129,736 in individual gifts over four months.

### ***SKILLS & TRAINING***

- Grant writing
- Research techniques & processes
- Effective communication
- Background in technology, specifically internet connectivity
- Computer proficiency
- Organizational skills
- Background in Customer Service



*Harney Co. Library*  
Burns, Oregon

## The Project

Harney County Library has one of the most significant collections of western literature in the United States, but this historic treasure lacked suitable access for the public. Additionally, the library also needed to improve public access in order to comply with the Americans with Disabilities Act (ADA). PARC met with the "Friends of the Library" to determine the greatest needs, then devised a Capital Campaign Plan that secured funds to remodel and expand the library. The library had a primary collection of Western history and turn of the century 16mm film on Alaska big game hunting. These collections were in danger of being lost or deterioration. PARC helped secure the funds that would add a history wing and research center to the existing library. PARC Resources developed all the grant applications necessary to fully fund the addition to the library, successfully preserving this unique primary document and research center that now has been utilized by the Oregon State Historical Society and several state universities. Harney County's valuable public resources will remain protected and available to the public for years to come.

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"PARC's expertise in writing grants and acting as consultants in capital campaign projects has been a Godsend to this small library staff totally inexperienced in a project of this magnitude."

– Jolyn Wynn, Library Director



## *Umatilla City Hall*

Umatilla, Oregon

### **The Project**

PARC Resources helped organize the Capital Campaign to build a new City Hall/Library for the City of Umatilla. This work included training the Capital Campaign Committee, writing the majority of the grants for funding, and developing the Organizational and Strategic plans to achieve the desired results. These efforts allowed the city to build a new city hall without incurring any debt for the municipal building, and to fully capitalize the library portion of the new building.



*Elgin Opera House*  
Elgin, Oregon

## **The Project**

In 2008, the City of Elgin retained PARC Resources to organize and develop a restoration and Capital Campaign Plan for the historic 1912 Opera House. This work included organizing a local Capital Campaign Committee as well as designing a restoration strategy for the Opera House, which rededicated this wonderful performing arts facility with upgraded thermal improvements, new handicap access, updated bathrooms, improved foyer, upgraded back-stage facilities, and restoration of the brick exterior. The City of Elgin – along with project partners Elgin Economic Development and Growth Endeavor (Elgin EDGE) and the Friends of the Elgin Opera House – have completed the project in time for the rededication in September 2012.



## *Pendleton Arts Center*

Pendleton, Oregon

### **The Project**

PARC Resources was retained as Capital Campaign counsel for this conversion of a 1915 Carnegie Library to an Arts Center for Pendleton, Oregon. PARC assisted the local board of directors, negotiated a 40-year lease with the City of Pendleton for \$1 per year, designed a Capital Campaign Strategy, trained the campaign members, developed the case for support, focused and orchestrated the local fundraising campaign, and wrote grant applications for this vital project that anchored the north end of Main Street. After completing work with the Arts Center, restoring this beautiful building to its current glory, PARC Resources also expanded the Underground Tours located on Main Street, capitalized the Children's Museum of Eastern Oregon on the south end of Main Street, and developed the concept for a mixed-use residential/retail project for the middle of Main Street, which the City adopted to secure a developer who razed a burned-out department store, replacing it with this mixed-use project.



## *Rockaway Beach Civic Center*

Rockaway Beach, Oregon

### **The Project**

In 1998, the City of Rockaway Beach retained PARC Resources to help address two primary needs for their small coastal community: a new city hall and a community meeting and performing arts facility. PARC Resources developed a strategy to achieve both results with a combined facility, which could be partially paid for by a locally approved increase in the hotel/motel room tax. The business community fully endorsed the plan and got behind the room tax hike (an unusual position for local business), and it was passed. Next, PARC Resources worked with area arts groups and a regional provider to get the art community to support the local campaign. PARC Resources was able to secure a Community Facility direct loan for the city hall portion of the building (the second floor) and the main floor, housing the community meeting spaces and 200-seat performing arts area, was paid for with grant funds raised with PARC Resources' professional assistance.

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"In my opinion, the single most important factor to our achieving the goal of having a new city hall/community center was hiring PARC. They helped us establish a strategy pathway and were the true architects of how to complete this building we are standing in today."

– Excerpt from Terry Watts Building Dedication Speech 12/05



**City of Sherwood**  
 22560 SW Pine Street  
 Sherwood, OR 97140  
 503-625-4210

**CONTRACT for Professional Services**

**PROJECT NAME:** Capital Campaign & Grant Writing Services  
 Cultural Arts Community Center

**CONTRACT PARTIES:** City of Sherwood and PARC Resources  
 [hereafter called City] [hereafter called Consultant]

**C.O.S. PROJECT MANAGER:**

**ACCOUNT #:** 8160 **FUND #:** 91 **DEPT:** 31 **REV SOURCE:** 45 **JOB #:** **PHASE:**  
**VENDOR #:** **RES #:** **PO #:**

**SCOPE of WORK:** see attachment

**SCHEDULE of WORK:** effective date: 12/18/13 expiration date: 12/31/14

**PAYMENT:** City agrees to pay Consultant for the identified services a sum not to exceed 18,315 for the scope of work identified by attachment

**CONSULTANT DATA, REGISTRATION, and SIGNATURE**

**CONSULTANT FIRM:** PARC Resources  
**ADDRESS:** 64644 Cook Avenue Bend, OR 97701  
**VOICE:** 541-330-0485 **FAX:**  
**CONTACT:** Stan Foster  
**TITLE:** President

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-4 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

**CONSULTANT:** \_\_\_\_\_  
 signature date

**CITY OF SHERWOOD APPROVALS**

**PROJECT MANAGER:** \_\_\_\_\_  
 signature date

**FINANCE DIRECTOR:** \_\_\_\_\_  
 signature date

**CITY MANAGER:** \_\_\_\_\_  
 signature date

*ATTACH SCOPE OF WORK EXHIBITS*

## STANDARD CONTRACT PROVISIONS

### 1. **Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

### 2. **Audits**

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

### 3. **Effective Date and Duration**

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### 4. **Funds**

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

### 5. **Early Termination of Agreement**

(a) The City and the Consultant, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

### 6. **Payment on Early Termination**

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

### 7. **Remedies**

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

**8. Subcontracts and Assignment**

Consultant shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Agreement, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**9. Compliance with Applicable Law**

In connection with its activities under this Agreement, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

**10. Indemnity - Standard of Care**

If Consultant's services involve engineering or consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

**11. Insurance**

Consultant shall be licensed and comply with all State of Oregon laws and regulations.

**12. Ownership of Work Product**

All work products of the Consultant, which result from this Contract are the exclusive property of the City. The City shall not use these products for other projects outside the scope of this Agreement without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

**13. Nondiscrimination**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**15. Severability**

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

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

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

**18. Governing Law**

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

**19. Amendments**

The City and the Consultant may amend this Agreement at any time only by written amendment executed by the City and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in

Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.

**20. License**

Prior to beginning work under this Agreement, the Consultant shall provide professional registration number in the space provided on page one of this Agreement, if required by the City.

**21. Payment to Vendors and Sub-consultants**

The Consultant shall timely pay all suppliers, lessors and sub-consultants providing it services, materials or equipment for carrying out its obligations under this Agreement. The Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**22. Exhibits**

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

**a. List of Exhibits**

Exhibit A – Consultant's Proposal

**23. Merger Clause**

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

**24. Mediation**

- a. Should any dispute arise between the parties to this agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.



**URA RESOLUTION 2013-011**

**AUTHORIZING THE URA DISTRICT MANAGER TO ENTER INTO A CONTRACT WITH PARC RESOURCES TO PROVIDE GRANT SERVICES TO SUPPORT THE COMMUNITY CENTER CONSTRUCTION AND OPERATIONS**

**WHEREAS**, the project is identified in the Urban Renewal Area (URA) plan; and

**WHEREAS**, URA staff utilized a selection process for this project meeting the requirements of the City and State contracting rules; and

**WHEREAS**, PARC Resources was selected through this process to provide grant services to support the community center construction and operations; and

**WHEREAS**, anticipated costs for this project is \$18,315; and

**WHEREAS**, staff recommends a contingency of 5% for a total amount of \$19,231 to cover any unanticipated costs.

**NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:**

**Section 1.** The URA Manager is authorized to enter a contract with PARC Resources to provide grant services to support the community center construction and operations

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the URA Board of Directors this 17<sup>th</sup> day of December 2013.**

\_\_\_\_\_  
Bill Middleton, Chair

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, Agency Recorder

**TO:** Sherwood Urban Renewal Agency Board

**FROM:** Tom Pessemier P.E., URA Project Manager and Bob Galati P.E., City Engineer  
**Through:** Joseph Gall, URA District Manager

**SUBJECT:** URA Resolution 2013-012 authorizing the URA District Manager to award a construction contract for the Sherwood Community Center project, and a professional services contract for construction management services.

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**Issue:**

Should the URA Board authorize the URA District Manager to award a construction contract and a separate professional services contract for construction management services for construction of the Sherwood Community Center project?

**Background:**

As part of the Sherwood Cannery PUD adoption (Ordinance 2010-004), the existing Machine Works Building was identified as a potential site for a proposed community center. Subsequent to the PUD adoption, the physical structure of the existing Machine Works Building exhibited signs of failure and was deemed unsound. A cost analysis was performed comparing retaining and rehabilitating the damaged building versus demolishing the structure and constructing a new building. The analysis determined that the cost of demolishing the existing Machine Works Building and constructing of a new building was equivalent. However, there were additional benefits to be realized with constructing a new building in that the configuration of the structure could be adjusted to better fit space and use requirements.

The demolition of the Machine Works Building was performed, and design of the new community center building was completed by Ankrom-Moisan Architects retained under a professional services contract. In November 2013, the project design was released for public bidding for construction of the community center facilities. On December 5, 2013, City staff received four (4) bid submittals. All four bid submittals were opened and reviewed for completeness. One bid submittal was determined to be non-responsive as it did not contain all the document submittals to be deemed responsive. The remaining three bid submittals bid amounts were then publicly read aloud and the apparent low bid amount was identified pending review of all the bid submittal documents. The results of the bid submittals are attached as Exhibit A to the resolution – Sherwood Community Center Bid Results.

A review committee comprised of City staff and a URA Board representative reviewed all the bid submittal documents and have made a recommendation of the selected successful bidder. The review committee recommends **Corp Inc.** be awarded the construction contract, with a total bid amount of **\$4,558,200.00**. This bid amount is comprised of bid items amounts as follows:

Base Bid	= \$3,345,000.00
Alternate #1	= \$ 105,000.00
Alternate #2	= \$ 86,000.00
Alternate #3	= \$ 15,000.00 (deduct)
Alternate #4	= \$ 17,000.00 (deduct)
Alternate #5	= \$ 42,000.00
Alternate #6	= \$ 200.00
Alternate #7	= \$ 12,000.00
<b>Total Bid Amount</b>	<b>= \$4,558,200.00</b>

The project design effort was completed by Ankrom-Moisan Architects under a previous Professional Services Contract with the URA. Under Section 279C.115(2) of the State ORS:

*“A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.”*

Based on the ORS, it is the intent to award a Professional Services Contract with Ankrom-Moisan Architects to perform construction management services during the construction of the Sherwood Community Center. Ankrom-Moisan Architects has prepared a scope of services and fee schedule (attached as Exhibits B and C to the resolution). The fee proposed by **Ankrom-Moisan Architects** for the construction management services is **\$285,432.00**.

**Financials:**

Funding for construction of the Sherwood Community Center is comprised from URA funds. The URA Board has budgeted sufficient URA funds to cover the construction cost and construction management services cost of the Community Center and related amenities.

Staff is proposing adding a **10.0%** (\$455,820.00) contingency amount to the construction cost, based on the contract bid amount, to cover contract change orders for unforeseen items that may arise during the construction process.

Staff is also proposing adding a **10.0%** (\$28,543.00) contingency amount to the construction management services, based on the proposed fee schedule amount, to cover contract change orders for unforeseen items that may arise during the construction process.

**Recommendation:**

Staff respectfully requests adoption of URA Resolution 2013-012 authorizing the URA District Manager to:

- A. Award a construction contract to **Corp Inc.** in the amount **\$4,558,200.00**.
- B. Establish a construction contingency amount of **10.0%** (\$455,820.00) of the construction contract amount to cover unforeseen issues which may arise during construction.
- C. Authorize the URA District Manager to execute contract change orders on the construction contract for a total amount not-to-exceed **10.0%** of the construction contract amount.
- D. Award a Professional Services Contract to **Ankrom-Moisan Architects** in the amount of **\$285,432.00** for construction management services.
- E. Establish a construction management services contingency amount of **10.0%** (\$28,543.00) of the proposed fee to cover contract change orders for unforeseen items that may arise during construction.
- F. Authorize the URA District Manager to execute contract change orders on the Professional Services Contract for Construction Management Services for a total amount not-to-exceed **10.0%** of the contract amount.



**URA RESOLUTION 2013-012**

**AUTHORIZING THE URBAN RENEWAL AGENCY (URA) DISTRICT MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE SHERWOOD COMMUNITY CENTER PROJECT**

**WHEREAS**, the Urban Renewal Agency (URA) wishes to construct a Community Center in conformance with Planned Unit Development (PUD) plans approved for the Cannery Square development; and

**WHEREAS**, the URA Board has budgeted funds to construct the Sherwood Community Center on the lot formerly occupied by the Machine Works Building; and

**WHEREAS**, in November 2013, the URA solicited bids using a public bidding process; and

**WHEREAS**, on December 5, 2013, City staff opened and publicly read aloud the bid amounts (see attached Exhibit A), and identified the apparent low bidder pending review of all bid submittal documents; and

**WHEREAS**, all bid submittal documentation was reviewed by a committee comprised of City staff members and a URA Board representative; and

**WHEREAS**, the review committee recommended that the URA Board authorize the URA District Manager to award a construction contract to **Corp Inc.** as lowest responsive bidder in an amount equal to their bid amount of **\$4,558,200.00**; and

**WHEREAS**, staff recommends establishing a 10% construction contract contingency amount to mitigate unforeseen issues during the project associated with, but not limited to underground utilities, differing or contaminated soils conditions, and for additional work identified and deemed necessary during construction of the project; and

**WHEREAS**, the project design effort was performed by Ankrom-Moisan Architects Inc. under a previous URA Professional Services Contract (URA Resolution 2013-004); and

**WHEREAS**, under Section 279C.115(2) of the Oregon Revised Statutes (ORS) it states: *“A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.”*; and

**WHEREAS**, Ankrom-Moisan Architects, Inc., have prepared and submitted a scope of work and fee schedule, attached as Exhibits B and C; and

**WHEREAS**, City staff recommends that the URA Board authorized the URA District Manager to award a Professional Services Contract for construction management services to **Ankrom-Moisan Architects, Inc.** in the amount of **\$285,432.00**; and

**WHEREAS**, City staff recommends establishing a 10% construction management contingency amount to cover contract change orders for unforeseen items, and additional work identified and deemed necessary during construction of the project.

**NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:**

**Section 1.** Having completed of the mandatory seven (7) day bid protest period, the URA District Manager is hereby authorized to execute a construction contract with **Corp Inc.**, as the lowest responsive bidder, in the amount of **\$4,588,200.00** for the construction of the Sherwood Community Center.

**Section 2.** The URA Board establishes a construction contract contingency amount of 10% to cover changes orders and unforeseen issues, and additional work identified and deemed necessary during construction of the project.

**Section 3.** Subject to limitations of local and state contracting rules, the URA District Manager is hereby authorized to execute construction contract change orders for a total amount not-to-exceed 10% of the construction contract amount.

**Section 4.** The URA District Manager is authorized to execute a Professional Services Contract with **Ankrom-Moisan Architects, Inc.**, for construction management services in the amount of **\$285,432.00**.

**Section 5.** The URA Board establishes a Professional Services Contract contingency amount of 10% to cover contract change orders for unforeseen items, and additional work identified and deemed necessary during construction of the project.

**Section 6.** Subject to limitations of local and state contracting rules, the URA District Manager is hereby authorized to execute Professional Services Contract change orders for a total amount not-to-exceed 10% of the Professional Services Contract amount.

**Section 7.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the Urban Renewal Agency Board this 17<sup>th</sup> day of December 2013.**

\_\_\_\_\_  
Bill Middleton, Chair

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, Agency Recorder

**Sherwood Urban Renewal Agency  
Sherwood Community Center  
Bid Results**

<b>Corp Inc. (Apparent Low Bid)</b>	
Base Bid	\$ 4,345,000
Alternate #1	\$ 105,000
Alternate #2	\$ 86,000
Alternate #3	\$ (15,000)
Alternate #4	\$ (17,000)
Alternate #5	\$ 42,000
Alternate #6	\$ 200
Alternate #7	\$ 12,000
<b>Total Base Bid + Alternates</b>	<b>\$ 4,558,200</b>

<b>Emerick Construction</b>	
Base Bid	\$ 4,439,000
Alternate #1	\$ 124,416
Alternate #2	\$ 81,058
Alternate #3	\$ (5,164)
Alternate #4	\$ 23,825
Alternate #5	\$ 43,985
Alternate #6	\$ -
Alternate #7	\$ 12,413
<b>Total Base Bid + Alternates</b>	<b>\$ 4,719,533</b>

<b>Triplett Wellman Construction</b>	
Base Bid	\$ 4,449,000
Alternate #1	\$ 109,500
Alternate #2	\$ 90,300
Alternate #3	\$ (4,900)
Alternate #4	\$ (11,100)
Alternate #5	\$ 42,300
Alternate #6	\$ -
Alternate #7	\$ 12,400
<b>Total Base Bid + Alternates</b>	<b>\$ 4,687,500</b>

<b>City Estimate</b>	
Base Bid	\$ 4,446,584
Alternate #1	\$ 146,370
Alternate #2	\$ 112,848
Alternate #3	\$ -
Alternate #4	\$ -
Alternate #5	\$ -
Alternate #6	\$ -
Alternate #7	\$ -
<b>Total Base Bid + Alternates</b>	<b>\$ 4,705,802</b>

Delta City -vs- Low Bid                      \$ 147,602



# Exhibit B - Schedule of Compensation - CA Services

**Project:** New Sherwood Community Center  
**Client:** City of Sherwood Oregon  
**Date:** May 14, 2013

## ANKROM MOISAN SERVICES

	Architectural	Interiors	Total Fee
Architectural Services			
Pre-Design	NIC	NIC	NIC
Schematic Design	NIC	NIC	NIC
Design Development	NIC	NIC	NIC
Construction Documentation	NIC	NIC	NIC
Bidding / Negotiation	NIC	NIC	NIC
Construction Administration	\$ 210,000	\$ 5,000	\$ 215,000
Closeout	\$ 5,000	\$ -	\$ 5,000
	<b>\$ 215,000</b>	<b>\$ 5,000</b>	<b>\$ 220,000</b>

**Sub-total Ankrom Moisan Services \$ 220,000**

## OUTSIDE SERVICES

Cost Estimating	NIC	Architectural Cost Consultants
Civil	\$ 2,500	HHPR
Survey	NIC	HHPR
Structural	\$ 9,000	AAI
MEP	\$ 8,500	Interface Engineering
Landscape	\$ 3,770	Lango Hansen Landscape Architecture
Envelope	\$ 15,000	RDH Building Science
Acoustical Consulting	\$ 3,000	Listen Acoustics
Theater Consultant	\$ 6,260	PLA Designs
	<b>\$ 48,030</b>	
	<b>\$ 268,030</b>	
	\$ 2,402	
	\$ 15,000	
	<b>\$ 285,432</b>	

**Sub-Total Outside Services \$ 48,030**

**TOTAL FEE \$ 268,030**

Consultant Admin Fee / Markup (5%) \$ 2,402

Estimated Reimbursible Expenses (Approx 5% of Total Fee) \$ 15,000

**TOTAL FEES THIS PROPOSAL \$ 285,432**



EXHIBIT C

ARCHITECT’S DETAILED SCOPE OF WORK AND DELIVERABLES

1.0 GENERAL REQUIREMENTS AND CONDITIONS

1.1 This Exhibit C: Architect’s Detailed Scope of Work and Deliverables clarifies and supplements Article 3 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (modified) between the Urban Renewal Agency and Ankrom Moisan Architects, Inc. (“Architect”) (“hereinafter referred to as “Agreement.”)

2.0 CONSTRUCTION ADMINISTRATION

2.1 The Architect shall advise and consult with the Owner during construction through completion of the “Work”. The Work shall include but not be limited to the construction process from receipt of the Building Permit through issuances of Final Certificates of Occupancy from appropriate governing authorities.

2.2 On-site Construction Observation by the Architect shall include visits by the Architect with one (1) staff member to the site at weekly intervals for the duration of the project, and an additional one (1) to two (2) visits in any given week during key periods

2.3 Architect will promptly provide Owner with copies of weekly field reports prepared by Architect. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the work at the bi-weekly meetings. Architect will issue notes prior to the next site visit meeting, and will make every attempt to issue notes within four days of the site visit meeting.

2.4 Contractor is responsible for leading the weekly meetings and all notes and logs required for the Construction weekly meetings.

2.5 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6 The Architect shall notify the Owner in writing through field reports within (5) five business days of observation of Work which does not conform to the Contract Documents. Architect will issue field reports prior to the next weekly site visit.

2.7 The Architect shall review and approve or take other appropriate action upon Contractor’s submittals.

2.8 The Architect shall review and respond to requests for information (RFI’s) from the General Contractor regarding the Construction Documents. Prepare any necessary drawings and specifications to clarify the Construction Documents as needed.

2.9 As an additional service, the Architect shall prepare Architect’s Supplemental Instructions (ASI’s), with supporting documentation and data if deemed necessary by the Architect for the Owner’s written approval and execution.

ARCHITECTURE  
INTERIORS  
URBAN DESIGN  
BRANDING

Ankrom Moisan Architects  
Portland & Seattle

6720 SW Macadam Ave  
Suite 100  
Portland, OR 97219  
503.245.7100

117 S Main St  
Suite 400  
Seattle, WA 98104  
206.576.1600

ankrommoisan.com



ASI's are not included to update the Contract Documents after revisions are made through RFI answers or Submittal review and / or approvals.

- 2.10 Staffing assumptions / fees and reimbursable budgets assume that all contractors' submittals, with the exception of samples, are to be made electronically through a mutually agreed system. Ankrom Moisan maintains a website (projects.amaa.com) with this functionality and will make this web site available to the project for the sharing of information.
- 2.11 The Architect will review the Contractor's punch list and conduct a separate review to determine the completeness of the project. Items in addition to the Contractor's prepared punch list will be identified by the Architect and issued to the Contractor for completion.
- 2.12 When requested by the Contractor, the Architect will perform a single back-check to verify all punch list Work is completed.

### 3.0 REIMBURSABLE EXPENSES:

- 3.1 Reimbursable expenses as listed below are in addition to compensation and include expenditures made by the Architect and the Architect's employees and Consultants. Reimbursable expenditures will be paid at the Architect's actual costs x 1.05.
- 3.2 Expenses of travel, mileage, parking required for the Architect to visit site, Owner/Consultant offices, jurisdictional to complete the Scope of Services.
- 3.3 Expenses of productions, postage, overnight delivery charges and handling of drawings, schedules, specifications, and other documents for use by owner.
- 3.4 Expenses of b&w and color photocopies, large format b&w and color prints, and /or other reprographic supplies utilized in conjunction with the preparation of construction documents and/or specifications.
- 3.5 Expense of renderings, models, and mock-ups requested by the Owner.
- 3.6 Expense of electronic file transfer for documents to Owner, Contractor, and all project members to be billed at a rate of 20 cents per megabyte transferred.

### 4.0 EXCLUSIONS

- 4.1 In addition to the exclusions mentioned in the services of each phase and other portions of this proposal, the following items have been reviewed by Owner and are excluded from Architects Scope of work:
  - 4.1.1 Conformed set of drawings and spec revised during CA will be incorporated into a final set if requested as an additional service and is excluded.
  - 4.1.2 Fees do not include marketing materials or booklets, interior perspectives and renderings, finish presentation boards or detailed models unless specifically included in the phase descriptions. These services can be provided upon request.



## 5.0 PROJECT CLARIFICATIONS

- 5.1 The following items are clarifications to Architect's Scope of work.
- 5.2 The fees are based on a continuous work flow. If the Owner gives a Stop Work notice to the Architect and this continues for more than 30 days, the Architect shall be given the opportunity to adjust fees prior to restarting work.
- 5.3 Changes to previously agreed-to work that requires additional submittals to the City of already approved design work will have a major impact on the schedule and will be treated as an additional service.
- 5.4 Accounting for Design Changes:  
Owner and Architect acknowledge that some amount of design clarification and change is normal and anticipated during the course of design and construction of any project. Design clarifications and changes shall be provided by Architect as a Basic Service, or as an Additional Service, as follow:

### During Construction:

**Basic Service:** Appropriate and necessary clarifications of the previously approved design shall be provided as a basic service.

**Additional Service:** Design changes are Additional Services, when they are changes initiated at the direction of the Owner or Contractor, or when unknown or unexpected design conditions are encountered.

**Punch List:** Back-checks beyond the initial check of incomplete punch-list work are Additional Services.



# Approved Minutes

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS  
MEETING MINUTES  
Tuesday, December 17, 2013  
22560 SW Pine Street, Sherwood, Oregon 97140**

**URA BOARD REGULAR MEETING**

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:25 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Bill Butterfield, Krisanna Clark, Matt Langer, Dave Grant and Robyn Folsom.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Finance Director Julie Blums, City Engineer Bob Galati, and Agency Recorder Sylvia Murphy.

Chair Middleton addressed the Consent Agenda and asked for a motion.

**4. CONSENT AGENDA:**

**A. Approval of Number 19, 2013 URA Board Meeting Minutes**

**MOTION: FROM LINDA HENDERSON TO ADOPT THE CONSENT AGENDA, SECONDED BY ROBYN FOLSOM, MOTION PASSED 7:0. ALL BOARD MEMBERS VOTED IN FAVOR.**

Chair Middleton addressed the next agenda item.

**5. NEW BUSINESS**

**A. URA Resolution 2013-011 Authorizing the URA District Manager to enter into a contract with PARC Resources to provide grant services to support the Community Center construction and operations**

Community Services Director Kristen Switzer came forward and said staff solicited bids from three different groups and received one response from PARC Resources. She stated staff feels very confident in Parc Resources abilities and have spoken with them regarding a letter of intent submitted last week. She said she believes this is worth the cost. She said the contract is a bit over \$19,000 with contingency and we are not obligated to spend the full amount. Kristen explained if there are areas of the grant(s) that staff can work on, PARC Resources will let staff manage those areas and will not bill the district and staff can use PARC Resources services as needed.

Mr. Bill Butterfield asked if the \$19,000 was a yearly amount. Kristen replied this is for this next year and said they basically laid out a plan for this next year including the number of hours. She said PARC Resources expects staff will need them less as we move forward. She said although we are not looking for grants for right now, they will also help with looking for grants in the future as we get more into operations. Mr. Butterfield said PARC Resources will work with staff through the grant process and train

staff so we can learn from them and eventually wean off and do it on our own. Kristen replied yes and said what they are looking for right now is a list from us as to what we can fund in the building and they will try and help make those matches. She said they are familiar with what organizations will fund, whether it be for sound systems or for art. She said a lot of the work is making those introductions and building those relationships with grantors. She said as far as training, yes and no, as we see how they look at the questions and how they answer them, and developing that language, this is language we can use over and over in other grants we apply for. She said this will really help us in the future.

Ms. Linda Henderson stated an advantage to working with PARC Resources is they have long standing relationships with the staff that work on the foundations that have millions of dollars and have good working relationships and they know people that sit on the boards of these foundations. She said they have been successful in helping other communities complete projects comparable to ours.

Ms. Robyn Folsom asked in regards to the RFP they submitted. Kristen stated it's in the Board's meeting materials. Ms. Folsom stated we can see that this organization is very successful in what they do and in helping projects like ours. She said they are the group that has worked with us over the course of the past 3-4 years developing our operational plan. She said they are very aware of Sherwood and commented regarding our federal lobbyist saying the Arts Place has funding this year for \$12 million and PARC Resources contacted the City because he was thinking of us, even though we had not started the process. She commented regarding us making a very big investment in this project and this is what grantors want to see.

With no other Board comments, Chair Middleton asked for a motion.

**MOTION: FROM LINDA HENDERSON TO ADOPT URA RESOLUTION 2013-011, SECONDED BY ROBYN FOLSOM. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Chair Middleton addressed the next agenda item.

**B. URA Resolution 2013-012 Authorizing the Urban Renewal Agency (URA) District Manager to award a construction contract for the Sherwood Community Center project**

City Engineer Bob Galati came forward and said the design change came about after the original building was found to be physically defective and could not be used. He said the new building layout works better for the use of the facility. He said through the process we have come up with a design, put it out to public bid and received four bids. He said during the process of opening the bids we found one bid to be nonresponsive at the beginning and we did not read the bid amount and set it aside. He said the three remaining bids, part of your meeting materials, show Corp. Inc., Emerick Construction and Triplett Wellman Construction and the City's estimate of the cost as well as the bid amounts. He said Corp. Inc. came in as the low bidder at \$4,558,200. He said looking at our cost estimate, it was very close. He said the notice of intent to award was issued and we began the review of the bid submittals consisting of a review team of Tom Pessemier, myself, a representative from Ankron Moisan and a commission member representing the board. He said during that review we checked all the references and backgrounds and the numbers. He said staff is making a recommendation to the URA Board to authorize the District Manager to proceed with signing a contract with Corp. Inc. for the construction of the Sherwood Community Center and along with that is an authorization for a 10% contingency on that contract and allowing the URA District Manager to sign change orders up to that amount.

He said in addition staff is asking for authorization for the City Manager to sign contracts with Ankron Moisan for construction management during the project. He said they provided a scope and fee amount, which is shown. He said that amount is \$285,432.00 to perform construction management specific to skill sets that our engineering staff does not have, as it is architectural in nature. He said along with that staff is requesting a 10% contingency for change orders to be placed on that amount as part of the contract that the URA District Manager is allowed to sign. He said staff is recommending approval of the resolution and offered to answer questions.

Ms. Henderson stated her gratitude to Bill Butterfield for all his work. She commented regarding the steering committee having the passion, but Mr. Butterfield had the expertise to make this happen. She said she believes in combination with staff, we will have a more useable, multipurpose, functional asset that we will be able to provide for many years that will serve our community in many ways. She said she believes that forming the subcommittee to work with the architects was also a very helpful and enlightening process. She reiterated her appreciation for Mr. Butterfield in taking time from his own business and lending his expertise with technical issues and insight in ways to reduce the overall costs of the facility.

Mr. Butterfield stated all the credit goes to you all for getting this project moving and he commended staff for doing a great job and said Tom Pessemier was instrumental in moving this to a great situation in allowing the City to control their destiny.

Chair Middleton replied he agrees and commended the group for their work and spending a lot of their personal time on the project, he commended staff for their great work.

With no other comments, the following motion was received.

**MOTION: FROM BILL BUTTERFIELD TO ADOPT URA RESOLUTION 2013-012, SECONDED BY ROBYN FOLSOM. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Chair Middleton addressed the next agenda item.

## 6. STAFF REPORT

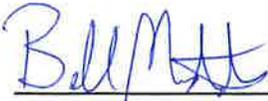
Tom Pessemier reminded everyone that on January 10<sup>th</sup> at 4:00 pm there will be a Ground Breaking Ceremony for the Community Center Project with an open invitation to the community to officially kickoff the project.

## 7. ADJOURN

Chair Middleton reminded everyone of the holiday lunch on Wednesday December 18<sup>th</sup> and adjourned the meeting at 8:40 pm.

Submitted by:

  
Sylvia Murphy, MMC, Agency Recorder

  
Bill Middleton, Chair