



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, November 14, 2023 at 5:30 PM

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Telephone (541) 475-2344 www.ci.madras.or.us

This meeting is open to the public. Audio/Video of the meeting will be available on our website within 24 hours following the meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. The chat feature in Zoom is only available during Public Comments portions of the meeting. Zoom participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

From a cell phone: **971-247-1195**

From a land line phone: **1-877-853-5257**

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. MRC Meeting Minutes for October 24, 2023

2. MRC Meeting Minutes for October 10, 2023

VII. Regular Agenda

1. Wild Winds Ranch, LLC Stormwater Grant Agreement
Nicholas Snead, Community Development Director

2. First Interstate Bank - Money Market Account Proposal
Rose Vanderschaegen, Interim Finance Director

VIII. Additional Discussion

IX. Adjourn Commission Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

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IV. Amend or Accept Regular Agenda

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. City Council Meeting Minutes for October 24, 2023
2. City Council Executive Session Minutes for October 24, 2023
3. City Council Meeting Minutes for October 10, 2023
4. City Council Executive Session Minutes for October 10, 2023
5. City Council Work Session Minutes for October 9, 2023
6. City Council Meeting Minutes for September 12, 2023
7. City Council Executive Session Minutes for September 12, 2023
8. Severance and Release Agreement

VI. Visitor Presentation(s)/Proclamations

1. COCC Expansion Project by Jeremy Green

VII. Regular Agenda

1. Resolution 22-2023 Authorizing the Installation of Two Stop Signs
Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director
2. Local Government Grant Agreement
Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director
3. Amendment #1 - Metereaders Service Contract
Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director
4. Cancellation of Jefferson County Transportation Equity Project
Jeff Hurd, Public Works Director
5. Vacation Accrual Changes To Current Policy
Charo Miller, HR & Administrative Director, Rose Vanderschaegen, Interim Finance Director
6. COIC Request for Appointments to the Central Oregon Regional Housing Council (CORHC)
Nicholas Snead, Community Development Director
7. Ordinance No. 981 - Solid Waste Franchise Agreement with Owanjay Services Inc., an Oregon Corporation D/B/A Madras Sanitary Service
 - A. Opportunity for public to present questions and/or comments.
 - B. Motion to read Ordinance by title only.

- C. City Attorney or their designee will read Ordinance by title only.
- D. Opportunity for Council to present questions and/or comments.
- E. Motion to approve and adopt Ordinance (if Council so chooses).
- F. City Recorder takes a roll call vote.

VIII. Department Reports / Committee Updates

IX. Adjourn Council Meeting

MADRAS MRC

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 24, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Commissioner Lepin led the Pledge of Allegiance and Chair Soliz led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Lepin, Seibold, Spencer, Townsend, and Yoder were present.

Commissioner Reynoso was absent.

Commissioner Potter and Walker were excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Airport Manager Derek Ables

City Recorder Keli Pollock

City Attorney Jeremy Green

Code Enforcement Officer Steve Keever

Visitors in Person:

Kiva Hansen, Madras Pioneer

Jeff Rasmussen, Jefferson County Administrator

George Nielsen, Bean Foundation

Visitors on Zoom:

Matt Donahue

Joe Krenowicz

Sara Wilkes

Marissa

Cari Charlton

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

V. Amend or Accept MRC Agenda

There were no changes to the MRC Agenda.

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. MRC Vouchers September 2023

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Lepin, Seibold, Soliz, Spencer, Townsend, Yoder			
Nays:	None			
Absences:	Potter, Reynoso, Walker	Nays: 0	Absent: 3	Recused: 0
Passed:	6/0			

VII. Regular Agenda

1. **First Quarter Financial Update**

Interim Finance Director Rose Vanderschaegen reported on the first quarter of the fiscal year 2023-2024 and the financial status of the MRC accounts. She briefly presented the financial summary report included in the staff report.

2. **Financing Options**

Interim Finance Director Rose Vanderschaegen presented an analysis of current balances, financing and current commitments to fund upcoming or existing projects. Cash flow projections for the Commercial District and Housing District indicate the need to secure additional financing. The current practice of pulling down cash from the Lines of Credit at First Interstate Bank is no longer recommended as interest rates are continuing to increase (the current rate as of October 16, 2023 is 7.5%; rate in effect at the time the budget was prepared was 3%). Additionally, the Housing District has a current balance of \$382,000 owed on the LOC and the Commercial District's balance is \$683,000. Securing debt at a lower rate via bond financing will ensure that the districts have adequate funds to pay for projects. Director Vanderschaegen made recommendations to the commission as to what she recommends for MRC funds. She advised the current practice for property tax revenue is to put the city and MRC revenues into one combined LGIP account. Her recommendation is to start separating those funds, for better tracking and transparency purposes.

Matt Donahue with D.A. Davidson presented the current market interest rates and financing options for the MRC.

Jeff Rasmussen with Jefferson County indicated that the County could lend the MRC \$1,000,000, not yet approved by the County Commissioners, which would be lent at the LGIP rate and no additional fees. The caveat would be that the timeframe for payback would be a much shorter timeframe of 2-3 years.

Commissioners and staff discussed prioritizing upcoming projects and getting a more realistic sense of which will be funded within the next year. Director Vanderschaegen asked for direction on when upcoming projects would need funding so she could prepare a better analysis for the MRC. Commissioners recommended Rose work with Nick on a schedule of funding upcoming projects that are approved to give her a better idea of when funds will be needed.

3. First Interstate Bank - Sweep Account Proposal

Interim Finance Director Rose Vanderschaegen presented an overview of the new Money Market Sweep Account through First Interstate Bank. She discussed current accounts and how they compare to moving funds into this new Money Market Sweep Account and the benefits of using the new account. Director Vanderschaegen made her recommendations to council as to which and how much funds she would suggest moving into the new account. Commissioners and staff discussed the pros and cons of leaving funds where they are or using this new Sweep Account. Discussion proceeded about how much of the MRC LGIP funds should be moved into the new account.

Motion:	I move to take the full amount of the MRC LGIP funds and move them into the Money Market Sweep Account through First Interstate Bank.			
Moved:	Spencer			
Seconded:	Yoder			
Ayes:	Lepin, Seibold, Soliz, Spencer, Townsend, Yoder			
Nays:	None			
Absences:	Potter, Reynoso, Walker	Nays: 0	Absent: 3	Recused: 0
Passed:	6/0			

VIII. Additional Discussion

There was no additional discussion for the MRC.

IX. Adjourn Commission Meeting

Meeting adjourned at 6:12 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 10, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Commissioner Lepin led the Pledge of Allegiance and Commissioner Yoder led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Lepin, Potter, Seibold, Spencer, Townsend, Yoder, and Walker were present.

Commissioner Reynoso was absent.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

Associate Planner Fatima Taha

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Airport Manager Derek Ables

City Recorder Keli Pollock

Visitors in Person:

Jeff Rasmussen, Jefferson County

Jeff and Jennifer Dupont, Wild Winds Station

Pat Kruis, Madras Pioneer

Clifford Reynolds

Visitors on Zoom:

Chris, Initiative Brewing

Ryan, Initiative Brewing

Jeremy Green, City Attorney

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

V. Amend or Accept MRC Agenda

There were no changes to the MRC agenda.

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and

placed on the Regular Agenda by request.

1. Bank Signature Card Updates

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Nays:	None			
Absences:	Reynoso	Nays: 0	Absent: 1	Recused: 0
Passed:	8/0			

VII. Regular Agenda

1. Approval of Initiative Property Holdings Second Line of Credit

Director Snead discussed with the Commission that at the August 22, 2023 MRC meeting, Initiative Brewing presented the MRC options to reduce the scope of work and thereby cost for the project. At the August 22, 2023 meeting, the MRC took formal action to approve an additional \$300,000 loan with an interest rate of 7% and a term of 10 years. Presented today are the Second Line of Credit loan documents for the MRC to consider approving that is consistent with their action.

Commissioners and staff clarified previous discussions on the interest rate that was agreed upon when the motion was made on August 22, 2023 to accept the additional funding. It was clarified and confirmed that an interest rate of 8% was agreed upon between parties.

Motion:	I move that we approve the Initiative Property Holdings Second Line of Credit and authorize the City Attorney to make any necessary changes, including amending the interest rate to 8%, to finalize the documents presented.			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Nays:	None			
Absences:	Reynoso	Nays: 0	Absent: 1	Recused: 0
Passed:	8/0			

2. Presentation of Updated MRC Business Assistance Programs

Director Snead advised the Commission that at the August 8, 2023 MRC meeting staff provided an overview of the existing and proposed Business Assistance Programs. Since then, staff has been working on updating the programs as discussed at the August 8, 2023 MRC meeting. At the September 26, 2023 MRC meeting staff requested guidance on a potential Microenterprise Loan program and the application materials and approval criteria for the Building Improvement and Adaptive Reuse programs. At that meeting, the MRC provided guidance that a separate Microenterprise loan program was not needed and that utilizing the Central Oregon Intergovernmental Council's (COIC) loan program was preferred. There was also consensus on the listed application materials and approval criteria for the Building Improvement and Adaptive Reuse programs.

Director Snead reviewed the presentation included with his staff reports on the different programs, application process, review periods, and approval criteria. Commissioners and staff discussed how often they'd like to review MRC applications, setting criteria for project timelines when they would have to begin once approved and when they'd need to be completed. Discussion ensued and staff received further direction from Commissioners as to suggested program revisions.

Commissioner Yoder is concerned about how much of each project is being funded by loans; he would like to see the MRC loaning 25% of a project, not the majority, and also have first lien priority.

He would like to see the businesses have a larger investment in their projects. Commissioner Townsend was not in agreement with only funding up to 25% of a project. Commissioner Potter felt like the shift to 25% funding would be too limiting and not serve the goal of the MRC to not only assist existing businesses but also to bring new businesses to town. Commissioner Walker felt like had that been the criteria, we wouldn't have most of the recent projects or businesses in town. He doesn't feel this change would support the goal of the MRC. Commissioner Seibold would like to see the funding criteria to be on a case by case basis. Commissioners and staff discussed this topic in more detail and it is recommended that Commissioners want COIC to be the review board for the financial standpoint of investments. That way, the MRC is not the one reviewing or determining the financial risk of businesses and reducing liability to the MRC.

City Administrator Ibershof encouraged there to be clear guidance on criteria to staff, so that when staff are with an applicant, they aren't giving false hope as to the likelihood of approval when it comes before the MRC for approval.

Director Snead recommended leaving the program as proposed, with a few minor suggested changes, and having an annual review of the programs and at that time changing criteria as problems arise.

Motion:	I move that the MRC approve the updated MRC Business Assistance program packets with changes to the specified programs and direct staff to finalize them and make them immediately available to the public.			
Moved:	Townsend			
Seconded:	Spencer			
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Nays:	None			
Absences:	Reynoso	Nays: 0	Absent: 1	Recused: 0
Passed:	8/0			

VIII. Additional Discussion

1. Commissioner Seibold would like to discuss the possibility of off-loading the MRC-owned properties within the city. Commissioners asked that before they do this, they'd like to know how the MRC acquired the properties and why they've held onto them. Director Snead advised that the properties were acquired with adjacent properties when they were purchased and developed. Commissioners would like there to be some more advertisements for those properties available and a possible discounted rate to sell for potential development. Commissioners and staff discussed using an outside realtor to market the properties to alleviate any conflict of interests.

2. Jefferson County would like to contribute towards the Wild Winds Station storm water improvements. Staff is asking the MRC if they'd like to contribute towards the improvement in partnership with Jefferson County, and if so, would they consider grant or loan funds. Jeff Rasmussen, County Administrative Officer, advised the County would use county loan funds to help fund the project with Wild Winds Station. In the County loan documents, they will build in a clause that they would take a loan position after the city should, in the future, the MRC, decide to loan on the rest of the Wild Winds improvement proposal as sought after this past summer. MRC directs staff to prepare a grant to Wild Winds Station up to \$49,000, paid on actual expenses, for their storm water improvements.

Motion:	The MRC directs staff to prepare a grant for Wild Winds Stations up to \$49,000, paid for actual expenses for their sewer and storm water improvements.
Moved:	Townsend

Seconded:	Walker		
Ayes:	Lepin, Potter, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	None		
Absences:	Reynoso	Nays: 0	Absent: 1
Passed:	8/0		

3. City Recorder Pollock asked for the Commission directive to move forward with working with the MRC Chair to prepare a MRC Recruitment Ad for new community members to join the vacant seats. The commissioners were in agreement to move forward with the recruitment efforts. Chair Soliz would also like to see that the bylaws of the MRC be revised so that the chair does not have a vote, unless in the instance of a tie vote among commissioners, similar to the Mayor and Councilor rules of the City Council. Commissioners and staff discussed the unexcused absences of a commissioner and removal of them from the MRC. It was agreed we do not want to remove Commissioner Reynoso yet, for fear of being under the minimum of required community members. Therefore, it was agreed to get the advertisements out for recruitment and take action to remove them at the next meeting.

IX. Adjourn Commission Meeting

Meeting adjourned at 7:06 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, Executive Director

Approved by Council on: _____

**MADRAS URBAN RENEWAL AGENCY
Request for Commission Action**

Meeting Date: November 14, 2023
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: **WILD WINDS RANCH, LLC STORMWATER GRANT AGREEMENT**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC approve the Wild Winds Ranch, LLC Stormwater Grant Agreement.

OVERVIEW:

On October 10, 2023 the Madras Redevelopment Commission took formal action to authorize \$49,000 of MURD funding for stormwater mitigation at the Wild Winds Station (restaurant) for the Wild Winds Ranch, LLC (business). The City Attorney has prepared a Stormwater Grant Agreement to formalize the approval of MRC funding and the conditions for said funds are to be used. Staff notes that Section 3 and 4 of the Agreement establish the disbursement conditions and grantee obligations for disbursed funds. At the November 14, 2023 MRC meeting, staff will present the Stormwater Grant Agreement to the MRC to consider approving.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

\$49,000.00, 704-704-545-6350 – Redevelopment – Rehabilitation Assistance/Grants.

SUPPORTING DOCUMENTATION:

Stormwater Grant Agreement

STORMWATER GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made and entered into effective on November 1, 2023 (the "Effective Date") between Wild Winds Ranch, LLC, an Oregon limited liability company, DBA Wild Winds Station ("Wild Winds"), New Grass, LLC, an Oregon limited liability company ("New Grass", Wild Winds and New Grass are individually and collectively, "Grantee"), whose address is 107 NE Cedar St., Madras, OR 97741, and the Urban Renewal Agency of the City of Madras, acting by and through the Madras Redevelopment Commission ("MRC"), whose address is 125 SW "E" Street, Madras, Oregon 97741.

RECITALS:

- A. MRC established the Madras Urban Renewal District ("District") in 2003 to remove "blight" (as defined in the 2003 Madras Urban Renewal Plan (the "2003 Plan")) conditions within District's renewal area, which blight conditions include, without limitation, properties that are vacant, underutilized, unproductive, and/or void of investment.
- B. The 2016 Urban Renewal Action Plan ("2016 Plan") authorizes funding for building improvements for properties within the District.
- C. New Grass is the owner of the real property located within the District commonly known as 107 NE Cedar St., Madras, OR 97741, Madras, Oregon and more particularly described on the attached Exhibit A (individually and collectively, the "Property").
- D. Wild Winds is the tenant and operates a restaurant business on the Property.
- E. Wild Winds and New Grass desire to make certain improvements to the Property that will improve on-site stormwater management on the Property (collectively, the "Improvements").
- F. Subject to the terms and conditions contained in this Agreement, MRC will grant Grantee a total of \$49,000.00 in financial assistance to assist Grantee with construction and development costs for the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Project Grant.

2.1 Subject to the terms and conditions contained in this Agreement, MRC grants to Grantee a conditional grant (the "Grant") of up to \$49,000.00 (the "Grant Funds"), to assist Grantee with the costs and expenses that Grantee directly incurs to construct and complete the Project. The Grant Funds are solely for direct construction costs of the Project and no other purposes. Grantee acknowledges and agrees that MRC would not have entered into this Agreement with Grantee (and granted Grantee the Grant Funds) but for Grantee's commitments in this Agreement including, without limitation, to construct and complete the Project, and operate the resulting Improvements, in accordance with this Agreement. Notwithstanding anything herein to the contrary, MRC reserves the right to withhold disbursement of the final ten percent (10%) of the Grant Funds until final completion of the Project and issuance of the Certificate.

2.2 Subject to the terms and conditions contained in this Agreement, and provided Grantee is not then in breach of any provision of this Agreement, MRC will disburse the Grant Funds to Grantee in one or disbursements (each, a "Disbursement") within thirty (30) days after MRC's review and acceptance of invoices, receipts, and other documentation of eligible Project costs. Grantee may make request for a Disbursement no more than once in any given calendar month with final request for a Disbursement made no later than one year from the Effective Date. Notwithstanding anything herein to the contrary, Grantee will not be entitled to any Grant Funds in excess of Project costs. A Disbursement will be made as directed in the request for Disbursement. Notwithstanding anything herein to the contrary, MRC, at MRC's discretion, may disburse the Disbursement directly to Grantee's lenders, contractors, and material suppliers for the Project. No interest will accrue on the Grant Funds.

3. General Grant Conditions. Notwithstanding anything contained in this Agreement to the contrary, MRC's obligation to disburse all or any portion of the Grant Funds is conditioned on the following: (a) Grantee's compliance with the Land Use Decision; (b) Grantee's timely performance and compliance with the terms and conditions contained in this Agreement, including, without limitation, the terms and conditions provided under Section 4; (c) Grantee's timely payment in full of all ad valorem taxes and personal property taxes; (d) Grantee obtaining and maintaining current registrations with the Oregon Secretary of State Corporation Division, (e) Grantee obtaining and maintaining a valid business license from City; and (f) Grantee's compliance with the Laws. Grantee will assist and cooperate with any investigation and/or evaluation MRC may perform to determine Grantee's compliance with this Agreement.

4. Project Obligations. Notwithstanding anything contained in this Agreement to the contrary, MRC's obligation to disburse all or any portion of the Grant Funds is conditioned on Grantee's timely performance of the following, at Grantee's cost and expense:

4.1 Grantee will procure professionally-produced engineering plans and designs for the Project (collectively, the "Plans"), and a budget for the Project based on the Plans, satisfactory to MRC within ninety (90) days after the Effective Date. Any deviation from the Plans, will require the prior written consent of MRC. MRC's approval of the Plans is solely to protect the interests of MRC and are not a representation or warranty as to the accuracy, completeness, or suitability of the Plans for any purpose.

4.2 Grantee will provide evidence of Project financing satisfactory to MRC within ninety (90) days after the Effective Date.

4.3 Grantee will submit complete applications for all applicable land use approvals, if any, for the Project within ninety (90) days after the Effective Date.

4.4 Grantee will procure all applicable permits and approvals for the Project within three (3) months after the Effective Date. Grantee will commence construction of the Project within six (6) months after the Effective Date. Grantee will complete construction of the Project and obtain the Certificate no later than one year from the Effective Date.

4.5 Grantee will complete (or cause to be completed) the Project expeditiously and in a good workmanlike manner. Grantee will construct the Project subject to and in accordance with applicable permits and Laws. Grantee will timely pay for and obtain all labor, materials, equipment, tools, machinery, transportation, permits, licenses, inspections, design services, approvals, and all other services, items, and/or materials necessary for proper completion of the Project.

4.6 MRC makes no representations or warranties that the Grant Funds are sufficient for the costs of the Project or any particular portion thereof. To the extent that the Grant Funds are insufficient to pay for completion of the Project, or any portion thereof, Grantee will be responsible for payment of the deficiency.

5. Post-Project Obligations. Notwithstanding anything contained in this Agreement to the contrary, Grantee's right to retain the Grant Funds is conditioned on Grantee's timely performance of the following at Grantee's cost and expense for no less than five (5) years after final completion of the Project:

5.1 Grantee will own and operate the Improvements subject to and in accordance with the Laws.

5.2 Grantee will use commercially reasonable efforts to be open for business at least five (5) days a week from at least 11:00 AM to 9:00 PM excluding state and federal holidays.

5.3 Grantee will maintain membership with the Chamber of Commerce.

5.4 Grantee will participate in First Thursday events.

5.5 Grantee will maintain the Improvements in good condition and repair.

6. Representations; Warranties; Covenants. In addition to any other Grantee representations, warranties, and covenants contained in this Agreement, Grantee represents, warrants, and covenants to MRC as follows: (a) Grantee has full power and authority to sign and deliver this Agreement and to perform all Grantee's obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms; (c) no action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Grantee; (d) Grantee has sufficient assets and net worth to ensure the timely and proper development, construction, ownership, and operation of the Project (to the extent applicable); (e) Grantee will maintain and operate, at Grantee's cost and expense, the Project (interior and exterior) in good condition, repair, working order, and appearance and in accordance with the Laws; (f) if Grantee consists of more than one person, such persons shall be jointly and severally responsible for the obligations of Grantee.

7. Default; Release; Indemnification;

7.1 Grantee will be in default under this Agreement if Grantee breaches and/or otherwise fails to perform any Grantee representation, warranty, covenant, and/or obligation under this Agreement and such breach and/or failure to perform is not cured within fourteen (14) days after written notice to Grantee specifying the nature of the breach and/or failure to perform. If Grantee defaults under this Agreement, (a) MRC will have no obligation to make a Disbursement and Grantee will immediately pay MRC the Grant Funds (to the extent disbursed through the default) plus interest at the rate of eight percent (8%) per annum from the date of a Disbursement to the date repayment of the Grant Funds (and accrued interest) is made in full to MRC, (b) if the Project is not then complete, Grantee will assign all right, title, and interest in the Plans to MRC and (c) MRC may pursue all remedies available under this Agreement, at law, and/or in equity (all available remedies are cumulative and may be exercised singularly or concurrently).

7.2 Grantee, on behalf of itself and its respective heirs, executors, administrators, successors, and assigns, hereby discharges and forever releases MRC and the City of Madras from any claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, arising from or related to stormwaters originating from, or traveling through, the Cedar Street right-of-way or any other right-of-way abutting the Property occurring prior to the Effective Date (collectively, "Claims"). Neither Grantee, nor any other person or entity over which Grantee has direction or control or authority, will initiate any judicial proceeding or arbitrations against the MRC or the City of Madras with respect to any Claims. In the event that any arbitrator, arbitration agency/service, or court assumes jurisdiction of any Claims proscribed by this Agreement, a party may request that such arbitrator, agency/service, or court withdraw from and/or dismiss the Claims with prejudice and hold harmless the other parties for any and all costs including, but not limited to, attorney fees, defense expenses, and court costs.

7.3 Grantee will defend, indemnify, and hold MRC and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) Grantee's development, construction, ownership, and/or operation of the Project and/or Improvements; and/or (b) Grantee's breach and/or failure to perform any Grantee representation, warranty, and/or covenant contained in this Agreement.

8. Miscellaneous.

8.1 Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three (3) days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day. This Agreement does not create an agency relationship between MRC and Grantee and does not establish a joint venture or partnership between MRC and Grantee. Grantee does not have the authority to bind MRC or represent to any person that Grantee is an agent of MRC. If any provision contained in this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision held to be invalid.

8.2 This Agreement represents the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Agreement may be signed in counterparts. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon (without giving effect to any conflict-of-law principle of any jurisdiction), and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

8.3 Any non-monetary obligation of a party under this Agreement which is delayed or not performed due to Acts of God, strike, riot, shortages of labor or materials, war, pandemics, governmental laws, regulations or restrictions, governmental action or inaction, any moratorium or other limit on issuing building permits or certificates of occupancy, or any other causes of any kind whatsoever which are beyond a party's reasonable control (each a "Force Majeure Event"), shall not constitute a default, but shall be performed as soon as reasonably possible after the end of such cause for delay or nonperformance. No Force Majeure Event shall commence or be deemed to have occurred unless, within ten (10) days after the event constituting the Force Majeure Event commences, the party claiming such delay has provided written notice to the other specifying the circumstances that the claiming party contends constitutes a Force Majeure Event.

8.4 Grantee will not assign all or any part of Grantee's interest in this Agreement, the Grant, and/or Project without MRC's prior written consent, which consent will not be unreasonably conditioned, withheld, and/or delayed. If MRC consents to the assignment, the following will apply: (a) the terms and conditions of this Agreement will not be deemed waived or modified; (b) consent will not be deemed consent to any further assignment by Grantee or otherwise; and (c) the assignment will not modify, relieve, and/or eliminate any liability and/or obligations Grantee has under this Agreement. Grantee will pay all fees, costs, and expenses incurred in

connection with Grantee's performance of its obligations under this Agreement. Subject to this Section 8.4, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

GRANTEE:
Wild Winds Ranch, LLC, DBA Wild Winds Station
an Oregon limited liability company,

MRC:
Urban Renewal Agency of the City of Madras, acting
by and through the Madras Redevelopment
Commission

By: Jeffrey R. Dupont, Member

By: Gabriel Soliz
Its: Chair

By: Jennifer R. Dupont

New Grass, LLC,
an Oregon limited liability company

By: Jennifer R. Dupont, Manager

Appendix A
Definitions

“2003 Plan” has the meaning assigned to such term in Recital A.

“2016 Plan” has the meaning assigned to such term in Recital B.

“Agreement” has the meaning assigned to such term in the preamble.

“Certificate” means the Certificate of Occupancy for the Project issued by the Jefferson County Building Official or similar final inspection or approval from applicable governmental entities.

“City” means City of Madras, Oregon.

“Disbursement(s)” has the meaning assigned to such term in Section 2.2.

“District” has the meaning assigned to such term in Recital A.

“Effective Date” has the meaning assigned to such term in the preamble.

“Encumbrance(s)” means any liens, mortgages, pledges, security interests, reservations, restrictions, changes, claims, and/or any other encumbrances.

“Environmental Law(s)” means all federal, state, and/or local statutes, regulations, and/or ordinances, and/or any judicial or other governmental order pertaining to the protection of health, safety, and/or the environment;

“Force Majeure Event” has the meaning assigned to such term in Section 8.3.

“Grant” has the meaning assigned to such term in Section 2.1.

“Grantee” has the meaning assigned to such term in the preamble.

“Grant Funds” has the meaning assigned to such term in Section 2.1.

“Improvements” has the meaning assigned to such term in Recital E.

“Land Use Decision” means all applicable land use approvals, if any, issued by City necessary to pursue the Project.

“Law(s)” means all federal, state, and local laws, statutes, ordinances, orders, codes, rules, and/or regulations directly or indirectly affecting the Project and/or Project, including, without limitation, City ordinances and regulations (e.g., City’s zoning and sign regulations), the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and Environmental Laws, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“MRC” has the meaning assigned to such term in the preamble.

“Plans” has the meaning assigned to such term in Section 4.1.

“Project” means the development, construction, and completion of the Improvements and satisfaction of all conditions of approval under the Land Use Decision.

“Property” has the meaning assigned to such term in Recital C.

“Representative(s)” means the officers, employees, and agents of the identified person.

Exhibit A
Property Description

Lots 1 and 2, Block 3, BONE TRACT, City of Madras, recorded September 13, 1947 in Plat Book 2, Page 3, Jefferson County, Oregon

EXCEPT that portion of Lot 1 conveyed to State of Oregon by and through its State Highway Commission, for highway purposes

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: November 14, 2023
To: Madras Redevelopment Commissioners
From: Rose Vanderschaegen, Interim Finance Director
Through: Will Ibershof, City Administrator
Subject: **FIRST INTERSTATE BANK - MONEY MARKET ACCOUNT PROPOSAL**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the creation of a new stand-alone Money Market Account through First Interstate Bank for the MRC.

OVERVIEW:

First Interstate Bank is offering the MRC a Money Market Account that will earn interest at Local Government Investment Pool (LGIP) rate of interest - currently 5%.

STAFF ANALYSIS:

Staff recommends that Council approve establishing a stand alone Money Market Account rather than a Money Market Sweep Account at First Interstate Bank. The Finance Director will be able to manually transfer funds into the Money Market account from the checking account in order to save bank fees that we would be charged for setting up the Sweep Account.

FISCAL INFORMATION:

Excess, unneeded funds will be transferred into the Money Market account by the Finance Director on an as-needed basis.

SUPPORTING DOCUMENTATION:

Account Agreement with First Interstate Bank to be signed if approved by the commission.

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 24, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:18 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, and Yoder were present.

Councilor Walker was excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Airport Manger Derek Ables

City Attorney Jeremy Green

City Recorder Keli Pollock

Visitors in Person:

Jeff Rasmussen, Jefferson County Administrative Officer

Joe Krenowicz, Chamber of Commerce Director

Visitor in red

Kiva Hansen, Madras Pioneer

George Neilson, Bean Foundation

Tom Shipman

Mindy Merritt

Julie Fort

Tyler Hagerman

Linda Larson

Several staff and family members for Officer Merritt's swearing-in

Visitors on Zoom:

Cari Charlton, ODOT

Joe Krenowicz, Chamber

Pat Kruis, Madras Pioneer

Julie

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

IV. Amend or Accept Regular Agenda

Remove item #6 of the regular agenda.

Motion:	I move to accept the amended agenda with the change of removing item no. 6.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Capital Expenditures September 2023
2. City Vouchers - September 2023
3. Real Property Transfer and Satisfaction Agreement

Motion:	That the consent agenda be approved as submitted.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VI. Visitor Presentation(s)/Proclamations

1. Swearing In Ceremony - New Officer Mitchell Merritt

Chief Plummer held a formal swearing-in ceremony for Madras Police Department's newest officer, Mitchell Merritt.

Madras Police Department staff, family, and friends of Officer Merritt were in attendance.

2. Update from Chamber Director

Chamber Director Joe Krenowicz provided the Council with handouts and explained to them the history of the Chamber of Commerce and what the Chamber does for the community. He advised Council of what they have worked on and what their plans are for community efforts. He would like to provide annual updates at Council meetings or work sessions from the Chamber Director to the Council so that there is more collaborative efforts and transparency in business.

Councilor Townsend asked if there is an events list of the different functions that the Chamber hosts. She also wanted to see if the Chamber has a budget that shows what revenue is, where it comes from and where its expenses are. Chamber Director stated he would provide an events list and a budget for the City Administrator to share with the Council.

Councilor Spencer noted that she appreciates the Chamber, their staff was helpful and knowledgeable. She feels that their events and help to new businesses has been great. She

is excited to see them take their next step in marketing and growth.

Councilor Townsend asked for clarification on the differences between the Downtown Association and the Chamber as it appears both handle similar events and overlap each other. Chamber Director explained the differences between the two and how their goals differ. He also advised that the association does work with them on borrowing equipment when they needed it.

VII. Regular Agenda

1. Phase 4 Helibase

Airport Manager Ables stated that The City of Madras has previously applied for and been approved for three other COAR grants to create and improve the helibase project. Working on the project in stages has allowed it to be feasible. The helibase creates more opportunities for the future and increases safety. It reduces the potential for traffic conflicts and fod created by helicopters landing on or near the apron. Staff has worked with Century West Engineering to develop phase 4 of the project. Most recently Phase 3 of the helibase has been approved. This calls for the partial paving of the helibase: the two large parking areas, taxiway, and landing area. Staff became aware that there may be additional funding in this round of COAR grants. Because of this, we would like to apply to pave the additional 3 small aircraft parking areas in phase 4. This could be easily implemented, and potentially reduce costs since both phase 3 and 4 could be completed at the same time. The total cost of the project would be \$95,000 with a requirement of a 10% match meaning the city's portion would be \$9,500.

Motion:	That council approve the Oregon Department of Aviation COAR grant application in an amount not to exceed \$95,000.			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

2. IGA Between City of Madras and ODOT US97-Earl to Colfax Lane

Public Works Director Hurd presented the IGA between City of Madras and ODOT US97 to Colfax Lane. This is the initial IGA that allows ODOT to come in and proceed with all the preliminary groundwork needed to move forward with the project. There will be additional IGA's or amendments to come as the project gets started. There is no financial obligation from the City at this time.

Councilor Soliz asked if this still leaves open the room for discussion as to when and where access will be closed when the project begins to alleviate concerns of closures. Cari Charlton with ODOT responded that there are provisions that require the contractor to close only portions at a time and allow for access to businesses and storefronts.

Councilor Townsend asked what the communication process will look like for business owners when that time comes. Cari Charlton said they have had community meetings, and they will begin hosting an open house. Once they have a more definitive traffic control plan, they will then hold another open house and a project website with current information, fliers, weekly emails, etc. Councilor Townsend asked for a link to the project website on the city's website.

Motion:	Council approve the INTERGOVERNMENTAL AGREEMENT No. 73000-00004253 City of Madras and ODOT US97-Earl to Colfax Lane
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Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

3. IGA Between Jefferson County and City of Madras

Director Hurd explained that this is an IGA which allows Jefferson County to award a grant in the amount of \$500,000 to the City of Madras to design and construct sewer improvements from Fairgrounds Road to Hall Road. As part of the IGA, the City is working on obtaining a principal forgiveness loan upwards of 50% from the Department of Environmental Quality for construction estimated at \$1,000,000. If awarded, DEQ will only require \$500,000 of the loan to be paid back. Jefferson County has offered to provide \$500,000 in grant dollars funding the remaining portion of the project and the City would in turn pay off the loan.

Councilor Spencer asked what happens if DEQ does not award the \$500,000 loan or less than that amount. Director Hurd advised that DEQ has preliminarily granted the loan pending a couple items the city will need to provide them, if DEQ doesn't loan the money then the project would not proceed.

Motion:	Council approve the IGA between the City of Madras and Jefferson County for Industrial Space Grant of \$500,000			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

4. ODOT Speed Zone Investigation Recommendation

In 2021, staff requested that the Oregon Department of Transportation (ODOT) investigate the 45-mph section of Culver Hwy (OR361) located south of H Street. ODOT's recommendation is to change the speed limit from 45 mph to 35 mph south of H Street and 450 feet south of H Street to Fairgrounds Road from 45 mph to 40 mph. They are also proposing to complete some additional housekeeping changes that have been documented in the speed study report. If it is acceptable to the Council, a speed zone order will be issued and ODOT will update the speed zone signing.

Councilor Soliz asked if the change in the speed zone would do anything to provide a safer street. Chief Plummer stated that because of the residential area, that from public safety standards, it is a good idea to slow people down in the area.

Motion:	That council approves ODOT's recommendation to reduce the speed limit as indicated in the speed zone investigation report #13508 dated September 28, 2023.			
Moved:	Spencer			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

5. Homeless Service Center Project Update

Director Hurd is bringing this back to Council to update City Council on the financial status of the Homeless Services Center project. He reviewed his report with Council included in the staff report to update the Council on the revised budget for the project and bring the signatory authority for change orders under the Public Works Directors' purview with the increased project amounts.

Council asked Director Hurd for an update on the project status. Director Hurd advised that internal finishes are being worked on now. They are looking to be completed and open in late January. Road work will be completed in the spring.

Councilor Spencer asked if there are any consequences of not finishing the project on time. Director Snead advised that the project funding grant requirements are being met.

Motion:	The Council approves the new project dollar amount for the Homeless Services Center project in the amount of \$4,195,804, which includes contingencies and authorizes the public works director to execute change orders on behalf of the City not to exceed the new total project cost of \$4,195,804.			
Moved:	Spencer			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

6. Loan Agreement R62375 Amendment #1

Director Hurd advised that the original budget for this project was \$1,000,000. The project came under budget for a total dollar amount of \$791,334.00. The amendment to the loan will forgive 50% of the \$791,334 leaving a total of \$395,667.00 with an interest rate of 0.96% and an annual fee of 0.50% with a loan term of 30 years.

Motion:	That Council approves the Mayor to execute loan agreement R62375 Amendment #1 for the Sky Ridge/Mountain View Subdivision Sewer Extension.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

8. First Quarter Financial Update

Interim Finance Director Vanderschaegen advised on the first quarter financial status of the City. She briefly presented the financial summary report included in the staff report.

9. First Interstate Bank - Sweep Account Proposal

Interim Finance Director Rose Vanderschaegen presented an overview of the new Money Market Sweep Account through First Interstate Bank. She discussed current accounts and how they compare to moving funds into this new Money Market Sweep Account. Director Vanderschaegen made her recommendations to council as to which and how much funds she would suggest moving into the new account.

Staff and Council discussed how much money we should move into the new account. They came to an agreement of moving \$5,000,000 from the LGIP funds to the new Money Market Sweep

Account but would like to be clear that should be a review of this account in six months to be sure its meeting the goals of Council.

Motion:	I move to take \$5,000,000 of the city LGIP funds and move them into the Money Market Sweep Account through First Interstate Bank and reevaluate in 6 months.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	Walker	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer reported the swearing-in of the new officer today. Resolved a long-time investigation. Assisted a local hotel with homeless helping themselves to a continental breakfast, two arrests were made. Local threat of school shooting was intercepted and was removed from the opportunity. Extra police presence in the schools. Councilor Spencer asked if there could be a private gofundme to purchase speed reader signs to be placed throughout town so that there are extra reminders for speeding on a few high traffic streets in town. Chief Plummer responded that there may be some ODOT grant funding options or Safe Route to Schools grant options that he could look into. Councilor Soliz asked the Chief if he knew about one of the County SROs being moved out of the SRO position. Councilor Soliz had concerns that part of the agreement with the County taking the SRO contract there would be adequate coverage, he wanted to know what effort the Chief will make taking that role back in the future. Chief responded that is the ultimate goal, that while they need to wait for the new recruits to get back from the academy and on their own, he and other officers in the department are making efforts to be present at the schools each morning.

Finance: Interim Director Vanderschaegen reported they were busy completing the fiscal reports presented this evening. The auditors are requesting items from the team and she is providing those as she has time. Staff is working with Finance on the fee schedule and an inclusive updates to that. She and Nick are working on some solar projects. She will be working on the new Sweep Accounts and moving funds to that as approved tonight.

Community Development: Director Snead reported that we have a Code Enforcement Officer now on staff. There is a new software coming that allows the public and staff to use it for code enforcement cases. There will be coordination meetings weekly between the Fire Department and CDD to make sure they are working towards a collaborative effort for the needs of each. They have already done community clean-up in the first week of the Code Enforcement Officer being on staff.

Public Works: Jeff Hurd had nothing to report.

HR & Administration: Director Miller reported that Evidence Technician closed with 15 applicants. The Airport Manager closed with 15 applicants. Interviews for both positions will be scheduled soon. The Greenskeeper has an offer out and that position should be filled shortly. The Finance Director will be back out and will ask a consultant to assist in spreading the word. It has received two applicants so far. Madras Downtown Association will have a trick or treat event from 4-6pm on Halloween.

City Administrator: Administrator Ibershof let Council know there would be a survey going out to get topics for an upcoming Council Retreat. He attended Rotary and COCC is doing an

expansion. He presented a quick handout from COCC and touched on their focus for the expansion, COCC will be invited to the November meeting to present further on the matter. All City staff meeting will be held on Thursday. Weekly update email went out to Council and he hoped they found that helpful.

City Recorder: City Recorder Pollock reported that there will be an MRC recruitment ad going out. Commissioner Potter had someone interested in the MRC and an application will be sent to them. Thanked Councilors, Mayor and staff for attending several recent events.

Legal: City Attorney Green had nothing to report.

Council:

Councilor Townsend thanked the Police Chief for his efforts. Turkey Trot will be held by the Downtown Association on Thanksgiving day. She thanked staff for the efforts getting code enforcement up and running.

Councilor Seibold thanked Chief Plummer for efforts to stop a potential school threat.

Councilor Soliz had nothing to report.

Councilor Yoder thanked Will for his meetings with each councilor as well as the efforts he is making in his short time being with the City. A Trunk or Treat event is being held on October 29th from 2-4pm at the airport. Deschutes Roofing will be doing work at the airport.

Councilor Spencer would like to see a forestry survey done of trees in the city. She would like a committee made to focus on Willow Creek to make it an important part of the city. She acknowledged the city staff and wanted to thank everyone for how hard they've been pushed this year. She asked that Council and staff be careful to not bully other staff or councilors, even jokingly, especially in our public meetings.

Mayor Lepin reported that the brush in Willow Creek is thick and there are concerns of flooding in the spring. Director Snead indicated that there is discussion about bringing the goats back to help clean up the brush. Mayor Lepin brought up additional concerns about the homelessness issues that continue to arise within the city. He is asking about safety concerns of local citizens and business owners. Chief Plummer reminded people that they need to report incidents, the PD can only address a matter if they know about it. They also have to be certain of who did an activity and some reports are not conclusive enough to know exactly who committed a crime. Will, the Chief and others will work on a campaign to push information to the public on safety measures they can take on being safe, reporting crimes or suspicious activity.

IX. Adjourn Council Meeting

Meeting adjourned at 8:16 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES
EXECUTIVE SESSION**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 24, 2023

I. Call to Order

Mayor Lepin called the meeting to order at 8:24 pm and read the following statement:

"The Madras City Council will now meet in executive session to consider and review attorney-client privileged communications. The executive session is held pursuant to ORS 192.660(2)(f) which allows the Council to hold an executive session to consider information or records that are exempt by law from public inspection. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session."

II. Roll Call

City Recorder Pollock took attendance:

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, and Yoder were present.

Councilor Walker was excused.

Staff:

City Administrator Will Ibershof

City Attorney Jeremy Green

City Recorder Keli Pollock

Media:

Kiva Hanson, Madras Pioneer

III. Agenda Items:

1. Executive Session - ORS 192.660(2)(f)

The Madras City Council met in executive session to consider and review attorney-client privileged communications. The executive session was held pursuant to ORS 192.660(2)(f) which allows the Council to hold an executive session to consider information or records that are exempt by law from public inspection.

City Attorney Green presented Council with a confidential memorandum for their review and discussion. No motions were made.

IV. Adjourn Executive Session

Meeting adjourned at 8:50 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 10, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 7:17 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, Yoder, and Walker were present.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Associate Planner, Fatima Taha

Interim Finance Director Rose Vanderschaegen

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Airport Manger Derek Ables

City Recorder Keli Pollock

Visitors in Person:

Pat Kruis, Madras Pioneer

Visitors on Zoom:

City Attorney Jeremy Green

III. Oath of Office - City Administrator Will Ibershof

Mayor Lepin administered the Oath of Office for new City Administrator Will Ibershof.

IV. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

V. Amend or Accept Regular Agenda

There were no changes to the regular agenda.

VI. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Bank Signature Card Updates
2. PERS User Updates
3. LGIP Updates
4. Approve Special Meeting Minutes - October 2, 2023
5. Approve Executive Session Meeting Minutes - October 2, 2023
6. Approve City Council Work Session Minutes - September 25, 2023
7. Approve City Council Special Meeting Minutes - September 19, 2023

8. Approve Executive Session Meeting Minutes - September 14, 2023
9. Approve City Council Special Meeting Minutes - September 14, 2023
10. Approve City Council Work Session Minutes - September 11, 2023
11. Approve Executive Session Meeting Minutes - September 8, 2023
12. Approve City Council Special Meeting Minutes - September 8, 2023

Motion:	That the consent agenda be approved as submitted.			
Moved:	Walker			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

VII. Public Hearing(s)

A. Mayor Opens Hearing

Mayor Lepin opened the meeting at: 7:23 pm.

B. Staff Report by Rose Vanderschaegen, Interim Finance Director

Interim Finance Director Vanderschaegen presented that this Supplemental Budget resolution addresses an increase in appropriation of greater than 10% and recognizes unanticipated beginning fund balances. This resolution changes the 2023-2024 Budget and keeps the City in compliance with Oregon Budget Law.

C. Comments from the Public

There were no public comments.

D. Council Deliberations, Questions, and/or Comments

There were no Council deliberations, questions and/or comments.

E. Mayor Closes Hearing

Mayor Lepin closed the hearing at: 7:24 pm.

F. No Action Required at this Time - Formal Action by Resolution

VIII. Regular Agenda

1. Budget Resolution 21-2023

Interim Finance Director Vanderschaegen advised this is the formal action to approve the Budget Resolution 21-2023 as presented in the public hearing.

Motion:	To approve Resolution 21-2023			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

2. Century West Task Order 6

Airport Manager Ables explained that this year, the City of Madras received another grant for Helibase, allowing for further improvement in the amount of \$189,000 for Phase 3. Phase 1 included preparation of plans for the initial development of the facility. Phase 2 included construction of the aggregate base for the access road and pad and finishing the surface with sacrificial coating. Phase 3 will include paving the Touchdown and Liftoff Area (TLOF), Taxiway, Route, and parking spaces for large helicopters with asphalt pavement. Staff recommend approving Task Order 6. CWEC will perform the work on a time and materials basis not to exceed \$21,290. The expected completion date of the project is 6/30/24. This project generally includes the following: 1. Update project plans by showing pavement limits

proposed pavement section; 2. Advertising and Bidding Services; and 3. Periodic observation and assistance during construction.

Motion:	That council approve Task Order 6 with Century West Engineering Corporation for an amount not to exceed \$21,290.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

3. Barbless Backcountry Lease Transfer

Airport Manager Ables informed Council that on March 1, 2023 Barbless Backcountry assumed the lease. Now BC Air would like to take over the lease and Barbless Backcountry would like to move on. Both the City and Barbless Backcountry mutually agree to this as is required in the terms of the lease. Staff believes that this would be beneficial to the long term development of the airport. The current monthly rent on the property is \$722.63. BC Air has proposed using the hangar for flight training, aircraft refurbishment, and fostering community engagement. The initial term of the lease will be effective until March 31, 2028.

Motion:	That council approve the lease transfer from Barbless Backcountry LLC to BC Air LLC.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

IX. Department Reports / Committee Updates

Police Department: Chief Plummer reported there are 4 applicants for the Evidence Tech position. Background process for one officer is now moving forward to filling the last Patrol position. The digital evidence and citation system is making progress and moving forward. Lysa has went through over 6000 case files and purged according to state law. There is now a secure room where permanent files can be stored with controlled access. Working towards a paperless report writing system. He thanked his staff for making the jump to get their office to where it is now. The Chief will be attending an International Police Chief's conference and Chief will be doing a presentation. Councilor Spencer asked about the police log in the paper and Chief Plummer advised it is not an easy process for limiting private information and it is being worked on to come up with a process that works for staff and the public.

Finance: Interim Director Vanderschaegen reported they are working with auditors and responding to their requests. Open enrollment closes next week and efforts between HR and Finance are making sure that is moving forward seamlessly. Quarterly reports will be available at the next meeting for MRC and the City.

Community Development: Director Snead reported there is a public meeting on Thursday for the South Madras Refinement Plan, 5pm at COCC. The 18th there will be a town hall with Senator Findley and Representative Breeze-Iverson. Code Enforcement is being interviewed to see about filling the position. CDD staff are looking into Code Enforcement software for managing cases. He is working on the IT service contract to find the best fit for

staffing issues and to be prepared for their contract expiration.

Public Works: Jeff Hurd reported that the two large trees outside City Hall will be removed. IGA between the City and Jefferson County with funding for the Culver Hwy sewer project is moving forward. IGA for ODOT is coming for the Earl to Colfax project. Speed study from three years ago has been done and the ODOT recommendation has been returned to the City which will come to Council for review and to approve at our next meeting.

Airport: Manager Ables reported the RFP for the Airport FBO is being worked on, it will be out before his last day.

City Administrator: Administrator Ibershof reported that there will be a council retreat, he would like a tour at the airport for potential development, and is working on an employee recognition event for years of service. There are four open positions to be filled and recruitment is being done for those.

City Recorder: City Recorder Pollock thanked Councilor Spencer, Soliz and the Mayor for attending the Chamber Banquet. She reminded staff and Council that Coffee Cuppers is hosted by the city at City Hall on Friday.

Legal: City Attorney Green had nothing to report. Councilor Soliz asked if the legal team bills the City for their time at Council meetings. Attorney Green confirmed that his hours are billed for the time he is available at our Council meetings.

Council:

Councilor Townsend reported that she attended a tour of businesses in Central Oregon, and gained lots of round-table discussion on development issues that surround the area.

Councilor Seibold welcomed Will to the staff. He congratulated Fatima on her one-year anniversary with the City.

Councilor Soliz reported the COIC board meeting was last week. The CORE3 project is administered by COIC but will not be running the project moving forward. He received some citizen concerns about the bus stop at Safeway with some reports of promiscuous activity taking place, drinking in public, fights, etc. Discussion with COIC and CET has taken place in regard to moving the bus stop or how we can further mitigate the issues. He would like further discussion about possibly moving the bus stop or more enforcement of the behavior at each stop. Councilors would like further discussion with COIC and CET about their role in the stop for safety standards, then also, discussion with Chief Plummer about additional enforcement at the stops so there is a partnership on the responsibility. Will has agreed to have discussion with the Chief and come up with a plan to report back to council at the next meeting. Councilor Soliz received complaints from community members about concerns about speeding on Oak Street. It was requested to have speed bumps installed, he asked the staff to look into the matter.

Councilor Yoder thanked Will for joining the staff and being here in the city. He welcomed Jeff for being back.

Councilor Spencer thanked the efforts the staff have been making. The Urban and Forestry Committee is discussing which trees to replace the ones out front. She requested that Director Hurd attend at least one Urban Forestry Committee a year.

Councilor Walker welcomed the new administrator. He let Derek know he is sad to see him go.

Mayor Lepin reported the Chamber will be hiring for the Executive Director position and the Chamber board is looking for community feedback to get new ideas about what they are looking for in their next Director.

X. Adjourn Council Meeting

Meeting adjourned at 8:17 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
EXECUTIVE SESSION
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, October 10, 2023

EXECUTIVE SESSION AGENDA

I. Call Executive Session to Order

Mayor Lepin called the executive session to order at 8:24 pm and read the following statement:

"The Madras City Council will now meet in executive session to consider and review attorney-client privileged communications. The executive session is held pursuant to ORS 192.660(2)(f) which allows the Council to hold an executive session to consider information or records that are exempt by law from public inspection. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session."

II. Roll Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, Yoder, and Walker were present.

Staff:

City Administrator Will Ibershof

City Recorder Keli Pollock

Visitors in Person:

Pat Kruis, Madras Pioneer

Visitors on Zoom:

City Attorney Jeremy Green

II. Executive Session ORS 192.660(2)(f)

1. The Madras City Council met in executive session to consider and review attorney-client privileged communications. The executive session was held pursuant to ORS 192.660(2)(f) which allows the Council to hold an executive session to consider information or records that are exempt by law from public inspection.

City Attorney Green presented Council with a confidential memorandum for their review and discussion. No motions were made.

III. Adjourn Executive Session

Executive Session adjourned at 9:16 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Monday, October 9, 2023

I. Call Work Session to Order

Mayor Lepin called the meeting to order at 12:01 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Soliz, Spencer, and Yoder were present.

Councilor Walker was present and arrived after roll call at 12:08pm.

Councilors Seibold and Townsend were excused.

Staff:

City Administrator Will Ibershof

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

None

Visitors on Zoom:

Lysa Vattimo

Fatima Taha

III. Work Session Topic(s)

1. Jefferson County Transportation Equity Project

Public Works Director Jeff Hurd discussed the Jefferson County Transportation Equity Project as we did not receive the RAISE Grant. The Jefferson County Equity Project consisted of designing and constructing a roundabout at the intersection of Fairgrounds Road and OR 361/Culver Hwy, extension of Hall Road to OR 361/Culver Hwy and constructing a roundabout at the intersection, constructing a connection between Hall Road and Bi-Mart, and constructing signals at the J Street and 4th/5th intersections.

The total project cost was estimated at \$14,330,000 and was to be funded by the following sources:

RAISE - \$8,830,000

City of Madras = \$1,500,000 – consisting of ARPA funding of \$1,000,000 and other funding.

Jefferson County = \$1,000,000

State of Oregon OTIB Loan = \$2,500,000

Private Developer = \$500,000

The project was awarded design to Century West in the amount of \$852,709 and \$37,000 has been spent to date. The design is currently on hold.

The OTIB loan has not been approved to date.

Staff and the Council discussed thoughts and concerns about the conceptual drawings and current design plan. They discussed differences about whether they should pay off the OTIB Loan and the best use of the ARPA funding. It was agreed to kill the Jefferson County Transportation Equity Project as proposed for now and to finish drawing down on the OTIB loan and the city will sit on the ARPA funding. Director Vanderschaegen will check the ARPA funding requirements and when it needs to be allocated. Director Hurd will be bringing this matter back to Council at a future meeting, as formal action to cancel the Jefferson County Transportation Equity Project.

2. Vacation Accrual Changes To Current Policy

HR & Administrative Director Miller and Interim Finance Director Vanderschaegen informed Council that the current Personnel Manual, vacation leave is credited to employees every July (at the beginning of the fiscal year). Under this system, employees with hire dates close to July 1 are effectively receiving their vacation leave in arrears and employees with hire dates close to July 1, but in June, are receiving their vacation leave in advance. Staff would like to convert to a monthly accrual system to better serve the City and employees. In addition to the changes in the timing for vacation credits, a cap on the amount of vacation employees can bank will be determined by their longevity. The intent is to create a policy that will incentivize employees to use their vacation, assist managers in managing their staff's vacation time selections to better maintain staffing levels when they are most critical, and to decrease the number of times the City is liable to pay out larger sums for vacation accruals when an employee severs their employment with the City. Rose and Charo have had discussions with staff and managers and feel there is certainly support from those that understand how the new accrual system will work. The managers feel it will resolve some issues surrounding staffing and vacation requests and have vocalized their support. Some staff were initially hesitant to this proposed change, however there have been discussions with staff to help them understand how the new accrual system will work and are now much more supportive and actually see the benefits of the new accrual system. If the Council is supportive of this method, we will move forward with planning, beginning with an announcement to staff during the open enrollment meeting on Oct 17th, where the process will be explained and they will be able to ask questions. If the Council supports the policy changes, it will be brought back to the Council for formal action as part of the updates to the Personnel Manual by the December 2023 meeting.

The new accrual system will credit the appropriate number of hours to the employee's vacation bank on a monthly basis. Employees will be allowed to continually carry a total number of hours up to a cap that will be determined by their longevity. These caps will be determined by the current longevity schedule for vacation. For example, an employee who has been with the City over two years currently earns 120 hours of vacation to use; 120 hours will become the maximum number of hours that this employee would be able to save or 'bank' in their vacation account. Any hours earned above this cap will be lost. This will help the employees become more aware of the amount of time they have earned, have used, and need to use in order to prevent them from sacrificing any of their earned hours, resulting in a more regular use of their vacation time throughout the year. Currently, one major issue for some managers is the number of employees that need to use large amounts of vacation time before the end of August each year, resulting in difficult vacation approval choices which often upset staff and larger numbers of their employees being gone during critical times of the year for their work. Since the new accrual system's cap on hours will not be dependent on employees having to use or lose their time by a certain deadline each year, this will resolve this issue for these managers. One major issue is that everyone has received their full bank of annual accruals on July 1 of this year already. On each of the employees' anniversary dates, the appropriate amount of time will begin to accrue monthly. There will be some adjustments that will have to be made; catching up with the employees whose anniversary

dates were between July 1 and now, and there may be some employees who have vacations planned already in a way in which we will need to establish a timeline for implementation to ensure that all employees are treated equitably. The staff's goal is to work through this in a positive way for employees to overcome the transition.

Councilors and staff discussed their concerns and everyone came to an agreement that they are in support of the changes as proposed. The Council asked City Administrator Ibershof to work with Charo and Rose on setting up the caps as discussed to benefit the most staff while also protecting the city.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 12:57 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741
Tuesday, September 12, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 5:31 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, Yoder, and Walker were present.

Staff:

Interim City Administrator Christy Wurster
Police Chief Tim Plummer
Community Development Director Nick Snead
Interim Finance Director Rose Vanderschaegen
HR & Administrative Director Charo Miller
Public Works Manager Michele Quinn
Airport Manger Derek Ables
City Attorney Jeremy Green
City Recorder Keli Pollock

Visitors in Person:

Andrew Spreadborough, NeighborImpact
Dorothy Burgess, DAR
Deanna Seibold, DAR
John McCloskey, Fair Board
Jon Gandy, Fair Board
Micaela Halvoson, Fair Board
Al Short, Fair Board
Kiva Hanson, Madras Pioneer

Visitors on Zoom:

Brook Rich, 509j
Fatima Taha, Associate Planner City of Madras
Rick Allen

III. Amend or Accept Regular Agenda

There were no changes to the regular agenda.

IV. Visitor Presentation(s)/Proclamations

1. Madras Police Department Recognition of Fair Board and Manager

Madras Police Department Sergeant Detective Steve Webb presented the 2023 Jefferson County Fair Board with awards recognizing the Fair Board and Fairgrounds Manager for their planning and efforts in keeping this year's fair a safe and secure event for our community.

2. Constitution Week Proclamation

Mayor Lepin read and presented the proclamation to Dorothy Burgess and Deanna Seibold of the Daughters of the American Revolution. Ms. Burgess invited everyone to a ringing of the bells honoring the signing of the Constitution at the Jefferson County Library on Saturday, September 16, 2023.

Councilor Spencer led the Pledge of Allegiance and Councilor Yoder led the prayer.

V. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

VI. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

~~Remove Item No. 6 from the Consent Agenda.~~

~~Councilor Spencer would like minutes revised to reflect her absences as excused.~~

1. City Council Executive Session Meeting Minutes - July 25, 2023
2. City Council Meeting Minutes - August 8, 2023
3. City Council Work Session Minutes - August 21, 2023
4. City Council Executive Session Meeting Minutes - August 21, 2023
5. One Year Extension to Agreement - Bryant, Lovelin & Jarvis

~~6. Approval of Jefferson County Faith Based Network Letter of Support for Roundhouse Foundation Grant~~

Motion:	That we accept the consent agenda with the removal of item no. 6			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

VII. Public Hearing(s)

1. CDBG Water Distribution Line Upgrade Project - Close Out

A. Mayor Opens Hearing

Mayor Lepin opened the hearing at 5:43pm.

B. Staff Report by Michele Quinn, Public Works Manager

Public Works Manager Quinn explained that part of the close-out process is to allow public comment. The project is complete and this is the formal action needed to complete the close-out process.

C. Comments from the Public

There was no public comment.

D. Mayor Lepin Closes Hearing

Mayor Leping closed the hearing at 5:44pm.

E. No Action Required.

2. **CDBG Crook-Jefferson COVID Rental Assistance Program - Close Out**

A. Mayor Opens Hearing

Mayor Lepin opened the hearing at 5:44pm.

B. Staff Report by Nick Snead, Community Development Director

Community Development Director Snead explained that part of the close-out process is to allow public comment. The program is complete and this is the formal action needed to complete the close-out process.

C. Comments from the Public

There was no public comment.

D. Mayor Lepin Closes Hearing

Mayor Lepin closed the hearing at 5:45pm.

E. No Action Required.

VIII. Regular Agenda

1. **City Administrator Candidates Announcement and Public Meet & Greet**

City Recorder Keli Pollock provided for informational purposes and to make part of public record that Mayor Lepin and the City Council are pleased to announce they have chosen three final candidates for the City Administrator position; Will Ibershof, Charles (Chad) Morris, and Nicholas Snead. The public is invited to attend a "Meet and Greet" on September 13th at the Madras City Hall Council Chambers, 125 SW E Street, Madras, OR 97741 from 5:30 - 7 p.m. Candidates will be given time for an introduction, answer questions, as well as mingle with the public. Those in attendance are encouraged to provide verbal or written feedback on each of the candidates to the Council. The candidates will be interviewed by Council and community panels the following day, Thursday, September 14, 2023. The official start date for the new City Administrator will be determined once a candidate has been selected. The biographies of the candidates can be found online.

2. **Wastewater Treatment Plant - Chemical contracts**

Public Works Manager Michele Quinn informed Council that on July 13, 2023 City staff advertised and mailed the "Invitation to Bid" to 20 chemical suppliers in hopes that they would submit a bid for Sodium Hypochlorite (bleach) and PAX-XL 19 for the North and South Wastewater Treatment Plants. The City received several bids and staff recommended awarding the bid for Kemira PAX-XL 19 or equivalent to Northstar Chemical as the low responsive bidder. Brenntag Pacific, Inc. had the low bid for the Sodium Hypochlorite (bleach) in fiscal year 23-24. Staff would evaluate and negotiate the 24-25 fiscal year and 25-26 fiscal year Sodium Hypochlorite (bleach) rates before moving forward with renewal of the contract. These chemicals are vital to the operation of the City's Wastewater Department for production of treated effluent. Because the City cannot do without these chemicals and will be purchasing chemicals every year, staff asked that these companies provide bids for a 3-year period (FY 2023-2024, FY 2024-2025, FY 2025-2026). For this, staff is proposing a 1-year contract with the option to renew as long as the cost per gallon is within the industry standard.

Motion:	That Council approve awarding the chemical contract to Northstar Chemical for the Kemira PAX-XL 19 and the chemical contract to Brenntag Pacific for the Sodium Hypochlorite (bleach) contract with options for renewal as outlined in the staff report.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

3. McTaggart Farm Lease

The city’s McTaggart Road Farm Property is once again available for lease. This property consists of 35 acres of farmland that is used to distribute the effluent water that is created from the South Wastewater Treatment Plant. This land is a necessity to use the treated water that is created and the farmland will need to be used in a manner that will use the treated water. Staff advertised the property’s availability in the local newspaper and on our city website, we have received two interested parties; Gail Woodworth and 509J School District.

Councilors were in favor of the proposal from 509j School District and the benefits that it will bring to our students in our community.

Motion:	Council approve the Mayor to execute the McTaggart Farm Lease Agreement with 509j School District.			
Moved:	Soliz			
Seconded:	Spencer			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

4. Letter of Support for COIC’s EDA Recompete Grant Application

Director Snead asked for a letter of support for COIC’s EDA Recompete Grant application. The Central Oregon Intergovernmental Council (COIC) has been working with Jefferson County, City of Madras, and Warm Springs Enterprises to prepare a Recompete Grant applications. If approved, COIC would be the grant applicant and fiscal agent. The City of Madras and Warm Springs Enterprises, and perhaps other regional agencies that are eligible, would work with COIC to develop projects that would reduce economic stress through job creation in the high prime-age (25 to 54 years) demographic. The Community Development Director is tentatively planning on utilizing the funds to further refine the Industrial Site Readiness Plan to identify much more precisely the needed infrastructure (streets, sewer, water, power, gas, broadband, etc.) to serve the large tracts of vacant land around the Madras Municipal Airport. In so doing, it will allow the City, Jefferson County, EDCO, and Business Oregon to communicate what infrastructure is needed to serve any future development and what improvements are needed in the short, mid, and long term. It will also allow the City to consider the needed improvements to facilitate high-volume power, water, and broadband users so that the City can more effectively address those needs through state and federal grants, utility providers and public-private partnerships. The EDA’s Recompete Pilot Program is a two-phase program. At present time, COIC is preparing to submit a grant funding proposal for Phase 1: Strategy Grants. Then later, COIC would work with the participating public agencies to apply for grant funding for Phase 2: Implementation.

Motion:	I move that the City Council approve a letter of support for COIC’s EDA Recompete Grant application.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

5. Modification to Central Oregon Collaborative Intergovernmental Agreement Amendment

Director Snead explained that the Central Oregon Collaborative Intergovernmental Agreement (IGA) establishes a regional collaborative to apply for and receive Community Development

Block Grant (CDBG) funds to support housing rehabilitation activities in rural (non-entitlement) areas of Central Oregon. The IGA is a required component of the CDBG application process.

Andrew Spreadborough with NeighborImpact explained that the 2019 IGA was created in support of an application submitted by City of Prineville. That application was awarded in 2020, and the City of Prineville subgranted the CDBG funds to NeighborImpact. NeighborImpact operates a lending program that provides home repair loans to low- and moderate-income homeowners, and the CDBG grant was implemented through providing 10 loans to Central Oregon borrowers who otherwise were unable to obtain financing for health and safety improvements to their home. Specific loan activities included well repair/replacement, septic repairs, roof replacement, foundation repair, accessibility improvements, and related rehab activities. The Prineville grant project was completed and closed in 2022. NeighborImpact is partnering with Deschutes County to prepare and submit an application for another round of CDBG funding. That application is due on September 30. The County will be requesting \$400,000 in CDBG funds, to subgrant to NeighborImpact. The attached amendment shifts the CDBG applicant role from City of Prineville to Deschutes County. There are no other changes to the IGA, and there are no impacts, fiscal or otherwise, to the City of Madras.

Motion:	I move that the City Council approve the amendments to the Central Oregon Collaborative Intergovernmental Agreement.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

6. Resolution No 19-2023 - a Resolution amending the Public Improvement Design and Construction Standards

Director Snead advised Council that the City Council passed Ordinance No. 977 on June 27, 2023 that changed the procedures for adopting and updating changes to the City's Public Improvement Design and Construction Standards (Standards & Specifications). In summary, Ordinance No. 977 allows the City Administrator to make technical non-policy changes to Standards & Specifications. Whereas the City Council is to approve policy related changes to the Standards and Specifications by passing a Resolution. The proposed Resolution No. 19-2023 is a thorough update to the Standards and Specifications. It also includes adding private streets for development. Currently, City Code does not allow this except in Manufactured Dwelling Parks. At the August 22, 2023 Council meeting, staff presented Resolution No. 19-2023 to the Council for consideration. The Council did not take formal action on the matter and requested that staff provide both a clean and mark-up version of the proposed amendments Standards and Specifications. Staff presented Resolution No 19-2023 with both clean and mark-up versions of the Standards and Specifications for the Council to consider passing.

Motion:	I move that the City Council approve Resolution No. 19-2023.			
Moved:	Soliz			
Seconded:	Spencer			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

7. Resolution No. 20-2023 - a Resolution approving the addition of positions to the City's Salary Schedule

Our personnel manual states that our salaries are approved via Resolution. Therefore, Resolution 20-2023 was prepared to approve the addition of these positions/job titles and establish the approved compensation.

Staff recommends that the Police Property/Evidence Technician position be approved with a recommended salary grade of 19. Staff recommends that the Golf Course Manager position be approved with a recommended salary grade of 24. Staff recommends that the Greenskeeper I position be approved with a recommended salary grade of 13. Staff recommends that the Greenskeeper II position be approved with a recommended salary grade of 17. The position descriptions are included in the Staff Report for reference only. Staff is requesting approval of the addition of these positions on the salary schedule to establish compensation for these positions in accordance with the City's personnel manual.

Councilors had concerns over the placement of the positions on the salary range in comparison to similar positions in other cities. Their recommendation was to move each position down 2 grades. Also, the request was reiterated that they'd like an RFP for a new Salary Consultant.

Motion:	That Council approve Resolution No. 20-2023 - A Resolution approving the addition of positions to the City's Salary Schedule with the following changes: Police Property/Evidence Technician position be approved at salary grade of 17. Golf Course Manager position be approved at salary grade of 22. Greenskeeper I position be approved at salary grade of 11. Greenskeeper II position be approved at salary grade of 15.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

8. 2023 Designation of Voting Delegate - LOC

Interim City Administrator Wurster advised that the LOC will host its annual membership meeting during the LOC Annual Conference in October. Each city is entitled to cast one vote at the membership meeting. The Designation of Voting Delegate is due by Friday, September 29, 2023. Mayor Lepin is currently the only representative from the City Council scheduled to attend the conference. Staff seeks approval to approve Mayor Lepin as the voting delegate for the City of Madras.

Motion:	That Council approve Mayor Lepin as the League of Oregon Cities (LOC) voting delegate for 2023.			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

IX. Department Reports / Committee Updates

Police Department: Chief Plummer reported that they took a person of interest in the recent SWAT investigation into custody. Mitch Merritt, a new recruit, will be starting in October. The other two recruits will be leaving for the Police Academy in October.

Finance: Interim Director Vanderschaegen reported that Finance is doing a soft close and rolling forward balances. Budget resolutions to follow.

Community Development: Director Snead reported that the Homeless Advisory Committee had a great meeting, they are working with Public Works to develop a plan for storing belongings in compliance with law. Code Enforcement IGA between city and the Fire Department will be coming at the next meeting for approval. They are working on software to handle code enforcement cases.

Public Works: Manager Quinn reported the City received a grant which was applied for in 2020 in the amount of 4.4 million for storm water improvements. The new street sweeper has arrived.

Airport: Manager Ables reported the Air Show was a success and thanked the Council, committee, tenants and Public Works for their participation in its success.

HR & Administration: Director Miller reported that the Madras Downtown Association had their last First Thursday event this past week; feedback to the MDA from business owners and community members has been extremely positive. MDA wanted to extend their thanks to Public Works for their efforts in setting up, closing streets, and overall service during their events. The Public Works mechanic position has been opened and staff have identified some suggested changes to the position which will improve their department. Finance Director is up and open for applications. PRIMA is a risk management board in which Director Miller is a member, their annual conference is in October, which she will be attending. She shared their conference agenda and the updates they would be covering.

City Administrator: Interim Administrator Wurster thanked the Council for her time here with the City. Her last day is Tuesday, September 19. She thanked the staff for their hard work and professionalism. Chris Funk and Michele Quinn did amazing at assisting with an unexpected power outage so that there was lighting for the Council Meeting. Public Works Director will be filled before her departure. She thanked Keli and Charo for all their work in assisting with the City Administrator recruitment.

City Recorder: City Recorder Pollock reported she will be at the OAMR conference beginning September 19-22.

Legal: City Attorney Green had nothing to report.

Council:

Councilor Townsend thanked Christy for her time with the city. She was able to attend the Bean Park Ribbon Cutting and said it was a success.

Councilor Seibold thanked everyone for their work and all the transition we've been under.

Councilor Soliz had nothing to report.

Councilor Yoder thanked Council for coverage and communications during his recent absences. He asked Manager Quinn about maintaining lawn care on the street fronts of our main streets. She informed him the grass in front of businesses are the responsibility of the business owners.

Councilor Spencer reported that the Urban Forestry Committee would like to invite the new City Manager to attend a couple of meetings. It was requested to put a dog park in Bean Park. There was discussion about the flowers downtown and how to keep those fresh. **Councilor Walker** thanked City staff and Christy for her time with the City. **Mayor Lepin** reported that the Homeless Advisory Committee had a good meeting and a lot of good things coming from that team. Staff and the Mayor had lunch with the Governor and there was good discussion came from that luncheon.

X. Adjourn Council Meeting

Meeting adjourned at 6:50 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES
EXECUTIVE SESSION**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, September 12, 2023

I. Call to Order

Mayor Lepin called the meeting to order at 7:03 pm and read the following statement:

"The Madras City Council will now meet in two consecutive executive sessions. The first executive session is held to discuss certain real property transactions. This executive session is held pursuant to ORS 192.660(2)(e) - to conduct deliberations with persons designated by the governing body to negotiate real property transactions. The second executive session is held to review attorney-client privileged communications. The executive session is held pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session."

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Spencer, Townsend, Yoder, and Walker were present.

Staff:

Interim City Administrator Christy Wurster

City Attorney Jeremy Green

City Recorder Keli Pollock

Community Development Director Nick Snead (First Executive Session Only)

Media:

Kiva Hanson, Madras Pioneer

III. Agenda Items:

The Madras City Council met in executive session and discussed topics in accordance with the following:

- 1. ORS 192.660(2)(e) Real Property Transactions for the purpose of conducting deliberations with persons designated to negotiate real property transactions.**

City Attorney Green presented Council with a confidential memorandum for their review and discussion. No motions were made.

- 2. ORS 192.660(2)(f) Attorney-Client Privileged Communications for the purpose of considering and reviewing attorney-client privileged communications.**

City Attorney Green presented Council with a confidential memorandum for their review and discussion. No motions were made.

IV. Adjourn Executive Session:

Meeting adjourned at 8:50 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Charo Miller, HR & Administrative Director

Through: Will Ibershof, City Administrator

Subject: **SEVERANCE AND RELEASE AGREEMENT**
Agreement prepared for execution

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council authorize the Mayor to sign the severance and release agreement for Officer Melvin Brown.

OVERVIEW:

In October 2022, Officer Mel Brown went out on medical leave which qualified for an approved workers compensation claim. Due to the circumstances of this claim, he is not able to return to work in the near future. HR Director Miller brought the medical benefit which Officer Brown had nearly earned to the attention of Council and suggested the City grant the benefit as described in the Personnel Manual, due to the number of years of service Officer Brown has provided to the Madras PD as a modest severance package. Council has met in Executive Session to discuss the details of this agreement.

STAFF ANALYSIS:

FISCAL INFORMATION:

Gap to Benefit earned = 47 months @ \$642.47/month +4 x \$1,700 (rates may fluctuate)
Benefit Employee was on track to earn prior to injury - 10 yrs @ \$642.47/month +10 x \$1,700 (rates may fluctuate)
Total = \$131,092.49
CIS contribution \$20,000
Total Estimated Cost to City \$111,092.49 over 14 years

SUPPORTING DOCUMENTATION:

Severance and Release Agreement

STRATEGIC GOAL:

#4 - Organizational Development

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From:

Through:

Subject: TITLE
Description in detail

TYPE OF ACTION REQUESTED:

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

STRATEGIC GOAL:



Madras Campus Expansion

Madras Expansion Project

- 24,000 square foot building
- Health Careers, ECE, & Science
- 3rd party childcare provider
- Ground breaking – Spring/Summer(funding dependent)
- Complete – Summer 2025

Madras Expansion Program Details

Lower Level

- Early Learning Workforce Development Center
- Childcare Center in partnership with TCLC, 100 childcare slots

Upper Level

- Health Careers & Science Labs

Local Degree Programs

- Early Childhood Education program – Bilingual
- Nursing
- Nursing Assistant
- Medical Assistant

Lab Science

- Chemistry
- Biology
- Micro Biology
- Anatomy/Physiology





Madras Expansion, Building 2
Aerial rendering



Facing North, Ashwood Rd View (new entrance)



Facing NW, lower parking lot (new entrance)



Facing SW, upper parking lot



Health Careers



Lower Level



Upper Level

Advancement activities

- **Fundraising**
 - Public & Private funding ongoing
 - Capital Campaign, kick-off spring 2024
- **Marketing, media and promotion**
- **Academic program planning**

Thank you!



Questions?

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION NO. 22-2023**
A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO (2) STOP SIGNS AT THE INTERSECITON OF C STREET AND HILLCREST AND TWO (2) STOP SIGNS AT H STREET AND CEDAR HILL.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves Resolution No. 22-2023 Authorizing the installation of two stop signs at the intersection of C Street and Hillcrest and two stop signs at H Street and Cedar Hill.

OVERVIEW:

Staff has received calls from citizens requesting that we install stop signs at the intersections of C Street and Hillcrest Street stating that there have been some close calls with cars coming up C Street with the lack of visibility from Hillcrest to see the cars. Also, with the build out of the Park Place subdivision, it has created an intersection at H Street and Cedar Hill that does not have a controlled stop. Staff has inquired with the city engineer and Public Works Director concerning the installation of stop signs at both intersections. Staff has written support from the city engineer and Public Works Director in favor of installing the stop signs in both intersections. Staff has also reached out to the Jefferson County School District to see if the addition of the signs will impact the bus routes. The school district does not have any concerns.

Staff has also taken the request for stop signs to the Urban Forestry/ Public Works and Parks Committee and they are in favor and recommend to Council to approve the installation.

STAFF ANALYSIS:

City staff will install two stop signs at the intersection of C Street and Hillcrest, creating a controlled stop on C Street, along with the installation of two stop signs at the intersection of H Street and Cedar Hill, also creating a controlled stop. In order for the City's Police Department to enforce the traffic control signage, it must be approved by resolution.

Staff is recommending that Council approve Resolution 22-2023 for the installation of stop signs.

FISCAL INFORMATION:

Purchase and Installation of 4 stop signs and traffic change signage = \$2,000.00

SUPPORTING DOCUMENTATION:

Engineering memorandums
Maps
Resolution

STRATEGIC GOAL:

Goal # 3-C

RESOLUTION NO. 22-2023

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO (2) STOP SIGNS AT THE INTERSECITON OF C STREET AND HILLCREST AND TWO (2) STOP SIGNS AT H STREET AND CEDAR HILL.

WHEREAS, the City of Madras (the "City") has the authority by charter and ordinance to establish street control signs, including traffic control signs, for citizen safety and traffic control; and

WHEREAS, the Uniform Manual on Traffic Control gives direction on the justification and specifications for the placement of street control signs; and

WHEREAS, Public Works received several concerns regarding the intersections of C Street and Hillcrest Street and the intersection of H Street and Cedar Hill; and

WHEREAS, the City Engineer has recommended that two stop signs be placed at the intersection of H Street and Cedar Hill and at the intersection of C Street and Hillcrest Street within the City's incorporated limits; and

WHEREAS, City staff is recommending the installation of two (2) stop signs at the intersection of C Street and Hillcrest Street and two (2) stop signs be installed at the intersection of H Street and Cedar Hill Street.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Madras that:

1. The above stated findings contained in this Resolution No. 22-2023 (this "Resolution") are hereby adopted.
2. There shall be additional two (2) stop signs installed at the intersection of C Street and Hillcrest Street changing the intersection to a stop-controlled intersection.
3. There shall be additional two (2) stop signs installed at the intersection of H Street and Cedar Hill changing the intersection to a stop controlled intersection.
4. Following the installation of the four (4) stop signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to adhere to the traffic control signage.
5. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 14th day of November, 2023.

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder



TECHNICAL MEMORANDUM

Consideration of Stop Sign on C Street at Hillcrest Street

A recent request prompted an evaluation for the installation of stop signs at the intersection of C Street and Hillcrest Street. The primary concern was the conflict between traffic heading east from the Grizzly/C/Ashwood intersection towards Hillcrest and the traffic on Hillcrest. Visibility issues were noted for Hillcrest drivers, impacting their ability to see oncoming traffic on C Street.

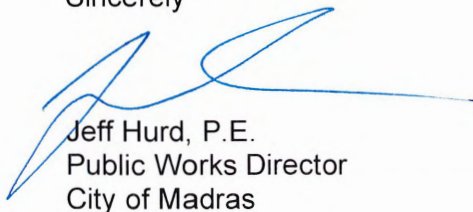
The Manual for Uniform Traffic Control Devices (MUTCD) provides technical guidance for determining when two-way stop control is warranted. The relevant considerations from the manual are outlined below:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

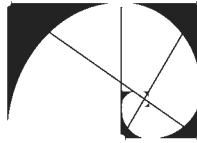
Upon careful evaluation of the intersection, taking into account the MUTCD guidance, I recommend the installation of stop signs on C Street at Hillcrest Street. This arrangement would designate Hillcrest Street as the through street, and C Street would be stop-controlled.

This recommendation aligns with the considerations outlined in the MUTCD, specifically addressing the visibility concerns on Hillcrest Street. By making Hillcrest the through street, we aim to enhance safety at the intersection and mitigate the challenges faced by drivers on both streets.

Sincerely,



Jeff Hurd, P.E.
Public Works Director
City of Madras



H.A. McCOY
ENGINEERING & SURVEYING, LLC

PO Box 533 Redmond, OR 97756 541-604-6735 hayes@ham-engr.com

September 13, 2023

Michele Quinn
Public Works Assistant
City of Madras
125 SW E Street
Madras, OR 97741

RE: Proposed Signs at H Street and Cedar Hill Street

I evaluated the above intersection, which presently has no stop or street signs. The development of Park Place Phase 2 and the extension of H Street necessitate stop and street signs being placed at the intersection of H Street and Cedar Hill Street.

I recommend street and stop signed be placed at this intersection with H Street being stop controlled and Cedar Hill Street being the through street.

Please contact me if you have any further questions.

Sincerely,

H.A. McCoy Engineering & Surveying, LLC

Hayes A. McCoy - PE, PLS, Principal
Engineer-of-Record for the City of Madras



Stop Signs to be installed at C Street and Hillcrest intersection



Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

PARK PLACE SUBDIVISION PHASE 1 – SW H STREET

JOEL GISLER

TRACTS "B" AND "C" PLAT OF PHASE I OF PARK PLACE SUBDIVISION
LOCATED IN THE NE 1/4 SW 1/4 OF SECTION 11, TOWNSHIP 11 SOUTH,
RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON
COUNTY, OREGON

OWNER/DEVELOPER:
JOEL GISLER
1470 NE 1ST STREET, STE. 600
BEND, OREGON 97703

ENGINEERING & SURVEYING:
TYE ENGINEERING & SURVEYING, INC.
725 NW HILL STREET
BEND, OREGON 97703

TAX LOTS: 111311CA00 300 & 400
ZONE: R3
TOTAL AREA:
NO. OF PHASES: 4
NO. OF LOTS: 44
PHASE 1: 10 LOTS (6000-7924 SF)
*PHASE 2: 12 LOTS (6000-6188 SF)
*PHASE 3: 10 LOTS (6000-7002 SF)
*PHASE 4: 12 LOTS (6000-6685 SF)
WATER: DESCHUTES VALLEY WATER DISTRICT
SEWER: CITY OF MADRAS
POWER: PACIFIC POWER
GAS: CASCADE NATURAL GAS
PHONE: CENTURYLINK
CABLE: BENDBROADBAND

*FUTURE DEVELOPMENTS

AREA QUANTITIES:
HIGHWAY DEDICATION: 0.11 AC
SUBDIVISION ROADS: 0.87 AC
LOTS: 1.50 AC
TOTAL AREA: 2.48 AC

QUANTITIES – PHASE 1

SHEET INDEX:

- SHEET 1 – COVER SHEET
- SHEET 2 – DETAILS
- SHEET 3 – H STREET SEWER & WATER LINE
- SHEET 4 – CASSIDY AVENUE SEWER & WATER LINE
- SHEET 5 – DRAINAGE AREAS, STORM DETAILS 1A & 1C
- SHEET 6 – DRAINAGE AREAS, STORM DETAILS 1B
- SHEET 7 – CASSIDY AVE – H STREET INTERSECTION
- SHEET 8 – H STREET – SW CULVER HWY INTERSECTION
- SHEET 9 – 6' SIDEWALK & M TRAIL DETAILS
- SHEET 10 – LANDSCAPE/DRIVEWAY PLAN & CLEAR VISION AREA
- SHEET 11 – STANDARDS 1
- SHEET 12 – STANDARDS 2
- SHEET 13 – STANDARDS 3



JOB NO: 1387
DATE: SPRING 2022
DRAWN BY: JAS
SCALE: AS SHOWN
DWG: 1387 - PARK PLACE - Phase 1 - Spring 2022

PARK PLACE PHASE 1

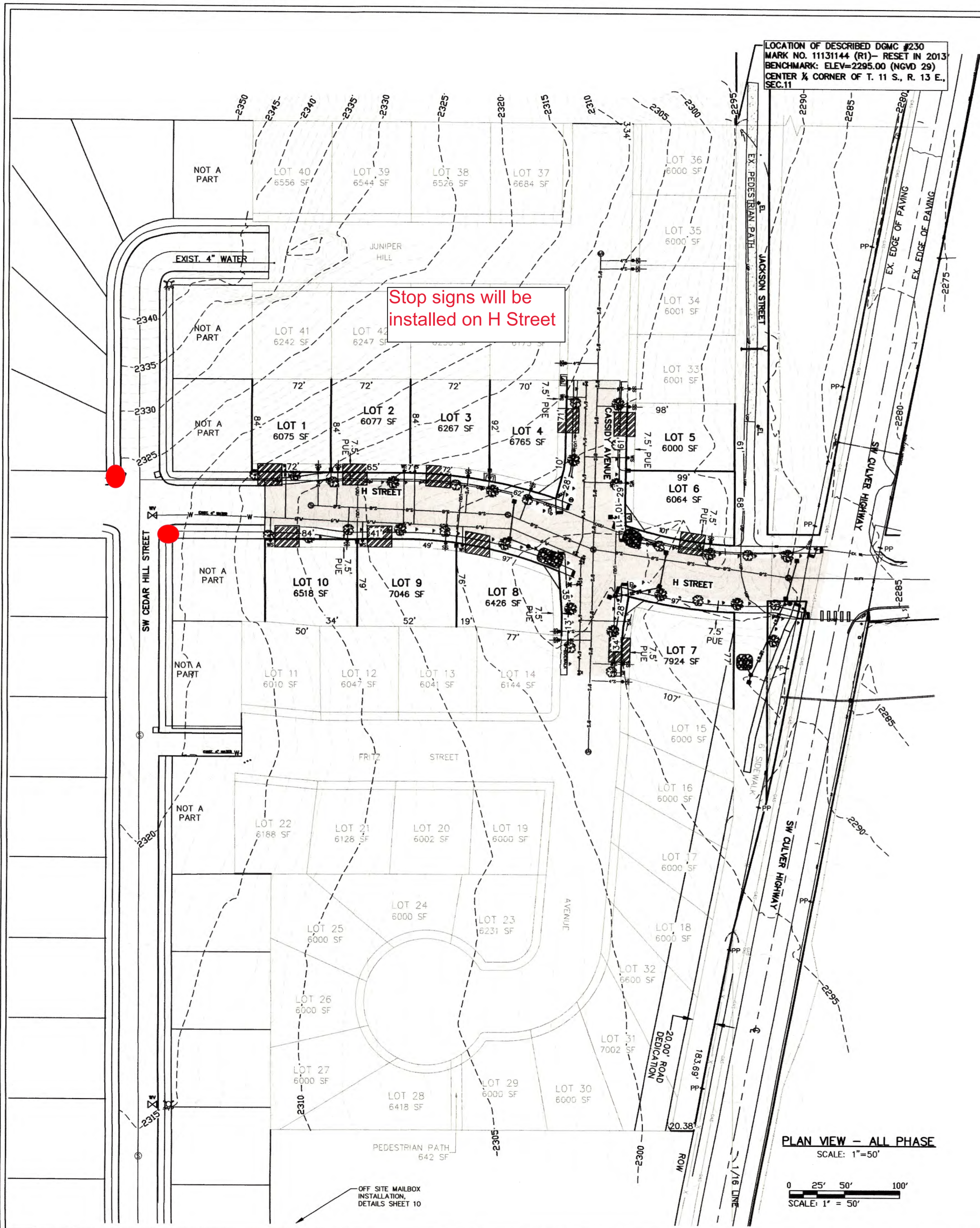
TITLE:

FOR:
JOEL GISLER
1470 NE 1ST ST.,
SUITE 600
BEND, OREGON 97703

TYE ENGINEERING & SURVEYING, INC.
725 NW HILL STREET
BEND, OREGON 97703
PH: 541-389-6959
EMAIL: office@tyeengineering.com
WWW.TYEENGINEERING.COM



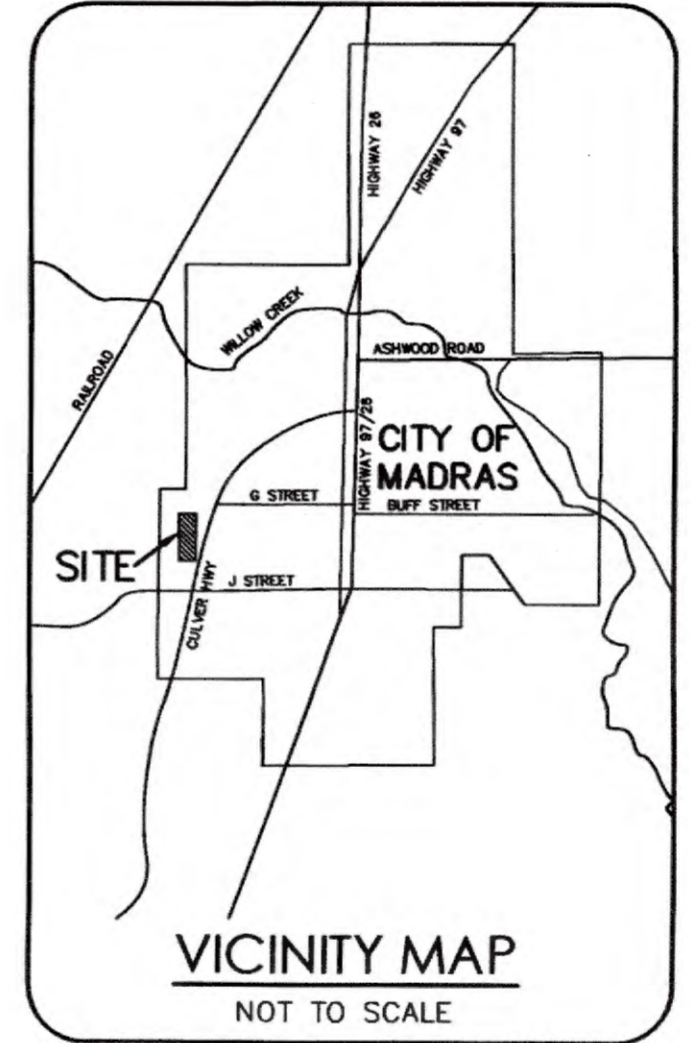
SHEET 1 OF 13



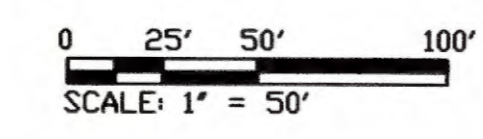
LOCATION OF DESCRIBED DGM #230
MARK NO. 11131144 (R1) - RESET IN 2013
BENCHMARK: ELEV=2295.00 (NGVD 29)
CENTER 1/4 CORNER OF T. 11 S., R. 13 E.,
SEC. 11



SCALE: 1"=50'



PLAN VIEW – ALL PHASE
SCALE: 1"=50'



PUBLIC IMPROVEMENT APPROVALS:

CITY OF MADRAS PUBLIC WORKS	DATE
CITY OF MADRAS ENGINEER	DATE
JEFFERSON CO. FIRE DISTRICT, #1 - FIRE FLOW REQUIRED 1000 GPM	DATE
DESCHUTES VALLEY WATER DISTRICT (DVWD)	DATE
PACIFIC POWER	DATE
CASCADE NATURAL GAS	DATE
BENDBROADBAND	DATE
CENTURYLINK	DATE
OREGON DEPT. OF TRANSPORTATION	DATE

LEGEND
NOT TO SCALE

- P — PROPERTY/RIGHT OF WAY LINE
- W — WATERLINE, SIZE AS NOTED
- S — SEWERLINE, SIZE AS NOTED
- UGU — UNDERGROUND UTILITIES
- - - 2325 - - - EXISTING 1' CONTOUR LINE
- - - 2325 - - - EXISTING 5' CONTOUR LINE
- P — PROPOSED 1' CONTOUR LINE
- P — PROPOSED 5' CONTOUR LINE
- - - EXISTING PROFILE GRADE
- - - PROPOSED PROFILE GRADE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ 4" SANITARY SEWER SERVICE-CLEANOUT
- ⊙ STORMWATER DRYWELL
- ⊙ STORMWATER SUMPED MANHOLE
- ⊙ CATCH BASIN
- ⊙ FIRE HYDRANT
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ 3/4" OR 1" WATER SERVICE
- ⊙ POWER PEDESTAL
- ⊙ POWER TRANSFORMER
- ⊙ STOP SIGN
- ⊙ EXISTING STREET/PATH LIGHTING
- ⊙ PROPOSED STREET LIGHTS
- ⊙ FLOWERING PLUM "THUNDERCLOUD" 2" DIAMETER MINIMUM
- ⊙ ARMSTRONG RED MAPLE 2" DIAMETER MINIMUM
- ⊙ SOD OR GRASS
- ⊙ AC PAVING
- ⊙ 6' SIDEWALK – CONCRETE
- ⊙ ADA TURNING AREA – 5' DIAMETER
- ⊙ PROPOSED DRIVEWAY 22' WIDE



CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **LOCAL GOVERNMENT GRANT AGREEMENT # LG23-015**
Hoffman Park

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council authorizes the mayor to sign on behalf of the City, the Local Government Grant Program Agreement LG23-015 for the Hoffman Park Project in the amount of \$750,000.00.

OVERVIEW:

Staff presented the Local Government Grant to Council on March 28th for approval to apply for funding for Hoffman Park. Construction of phase one of Hoffman Park consists of two, three-acre parcels located in the southeastern portion of Madras on 10th Street south of J Street. Work will include grading, aggregate base and paving, concrete curbs and walks, landscaping, lighting, picnic shelter, restrooms, dog park and a nature walking path.

STAFF ANALYSIS:

We have been officially notified that we are going to receive the \$750,000.00 grant and will be receiving the grant agreement this fall. The Funding Program requires a 60/40 split – 60% grant, 40% match and \$500,000 match comprised of \$180,000.00 in-kind contribution and City cash in the amount of \$320,000.00.

FISCAL INFORMATION:

Grant funding \$750,000
Land Acquisition (City land) \$180,000
City funds \$320,000
Total Project \$ 1,250,000

SUPPORTING DOCUMENTATION:

Grant Agreement

STRATEGIC GOAL:

Goal #3-B

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as “OPRD” or the “State” and the **City of Madras**, hereinafter referred to as the “Grantee”.

OPRD Grant Number: LG23-015
Project Title: Hoffman Park 2023
Project Type (purpose): Development
Project Description: The Project will develop a new six acre park and will include grading and paving, concrete curbs and walk ways, restrooms, parking lot, picnic shelters, dog park, and landscaping and irrigation at Hoffman Park in Madras, Oregon. The Project is further described in Attachment A - Project Description and Budget.

Grant Funds /
Maximum Reimbursement: \$ 750,000 (60.00%)
Grantee Match Participation: \$ 500,000 (40.00%)
Total Project Cost: \$1,250,000

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$1,250,000**, and the Grantee’s Match participation rate of **40.00%**, **the reimbursement rate will be 60.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A; Attachment C.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
 Michele Quinn
 City of Madras
 125 SW E Street
 Madras, OR 97741
 541-475-2344
 mquinn@ci.madras.or.us

Grantee Billing Contact
 Rose Vanderschaegen
 City of Madras
 125 SW E Street
 Madras, OR 97741
 541-475-2344
 rvanderschaegen@ci.madras.or.us

OPRD Contact
 Mark Cowan, Coordinator
 Oregon Parks & Rec. Dept.
 725 Summer ST NE STE C
 Salem, OR 97301
 503-951-1317
 mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Daniel Killam, Deputy Director of Administration

Printed Name

Date

Title

Approval Recommended:

Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: _____
Michele Scalise, Grants Section Manager

By: Jeffrey B. Grant, AAG
ODOJ Signature or Authorization

Date

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

by email on September 25, 2023
Date

Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: LG23-015
Project Title: Hoffman Park 2023
Grantee Agency: City of Madras

Project Description:

The Project will develop a new six acre park and will include grading and paving, concrete curbs and walk ways, restrooms, parking lot, picnic shelters, dog park, and landscaping and irrigation at Hoffman Park in Madras, Oregon.

Project Budget

Rough Grading Site	\$ 132,500
Final Grading	\$ 22,500
Land Acquisition	\$ 180,000
Design, Survey and Engineering	\$ 55,000
Site Clearing and Erosion Control	\$ 25,000
Excavation and Embankment	\$ 140,000
Water/Sewer/Storm	\$ 55,000
Switching, Conduit and Wiring	\$ 7,400
Asphalt Paving Parking lot incl. Agg Base	\$ 36,000
Concrete Curbing	\$ 45,000
Concrete Walks	\$ 10,800
Natural Trail	\$ 20,000
Entry Sign	\$ 10,000
Picnic Shelter	\$ 30,000
Restroom	\$ 250,000
Site Furnishings	\$ 35,800
Irrigation	\$ 80,000
Plantings	\$ 65,000
Soil Prep	\$ 50,000
Total Project Cost	\$ 1,250,000

Match Funding

Land Acquisition (City land)	\$ 180,000
City funds	\$ 320,000
Total Match from Grantee	\$ 500,000

Summary

Total Project Cost	\$ 1,250,000
Total Match from Grantee	\$ 500,000
Grant Funds Requested	\$ 750,000

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee’s compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party’s contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement 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 the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement 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 this Agreement did not contain the particular term or provision held to be invalid.

ATTACHMENT C

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:
 - Project Manager
 - Agency Official
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

From: [CLEARANCE ORSHPO * OPRD](#)
To: [COWAN Mark * OPRD](#)
Subject: RE: LG23-015 Hoffman Park - Madras
Date: Thursday, September 14, 2023 5:24:34 PM
Attachments: [image001.jpg](#)

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW

THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 23-1115. Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 09/16/23. Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>.

Do not respond to this email.

From: COWAN Mark * OPRD <Mark.COWAN@oprd.oregon.gov>
Sent: Friday, August 18, 2023 8:34 AM
To: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@oprd.oregon.gov>
Subject: LG23-015 Hoffman Park - Madras

SHPO review is requested for the following Local Government Grant Program project:

LG23-015 Hoffman Park – Madras

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,

Mark Cowan | Grant Program Coordinator



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oprdrants.org
503-951-1317
<https://www.oregon.gov/oprdrants>

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Michele Quinn, Public Works Manager, Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AMENDMENT #1 PROFESSIONAL SERVICES CONTRACT FOR METEREADERS, LLC**
Metereaders, LLC perform meter-reading services.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves amendment #1 to the Professional Services Contract for Metereaders, LLC to perform meter-reading services for an additional 1-year contract extension for a flat monthly rate of \$1,400.

OVERVIEW:

The attached amendment #1 to the professional services contract enables Metereaders, LLC to perform meter-reading services for the City. Cost to perform this service is a flat rate of \$1,400 a month; we currently have approximately 1,000 meters read monthly. The contract is a 1-year contract extension.

STAFF ANALYSIS:

Metereaders, LLC, have been a valuable resource for the city's utility department over the past five years. This service has allowed the department to free up staff time, enabling them to focus on routine maintenance and other projects.

Additionally, the utility department has been working to upgrade the water system by installing new Badger meters, with about half of them already replaced. Once all the new meters are installed, the utility department plans to install end points that will provide cellular reads. This means that the meter reading process will become automated and no longer require the services of Metereaders, LLC. The department is striving to complete this upgrade within the next year. This transition to automated meter reading is common practice in many utility departments as it can streamline operations and improve customer service.

Staff is recommending the approval of the contract amendment to extend the Metereader, LLC contract.

FISCAL INFORMATION:

- 1 Year Contract with Metereaders = \$ 16,800.00

- Water Operations Fund, Meter Reads, Line item 502-020-520-1222
- This item is a re-occurring expense that is budgeted each year.

SUPPORTING DOCUMENTATION:

Amendment #1

STRATEGIC GOAL:

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (“**Amendment**”) is made and entered into as of November 14, 2023 by and between **Metereaders, LLC**, an Oregon limited liability company (“**Contractor**”), and **City of Madras**, an Oregon municipal corporation (“**City**”).

RECITALS

WHEREAS, the parties previously entered into that certain Professional Services Contract dated October 12, 2021 (the “Contract”) and wish to amend the terms of the Contract as set forth herein.

AGREEMENTS

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge and agreed, the parties agree as follows:

1. The term of the Contract is hereby extended until October 31, 2025.
2. Commencing November 1, 2023, the compensation for all Services to be performed under this Contract, including all out-of-pocket costs associated with such Services, shall be in the amount of \$1,400 per month. City shall have no obligation to pay Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by City and Contractor.
3. Section 14 of the Contract is amended to refer to Ordinance 886 and Exhibits A, B, and C to Ordinance No. 886:
4. Except as otherwise provided in this Amendment, the Contract remains unchanged and is in full force and effect.
5. Counterparts of this Amendment may be delivered by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.rightsignature.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures on next page]

CONTRACTOR:

CITY:

By: _____

Name: Bruce Reid

Its: Assistant Coordinator

By: _____

Name: Mike Lepin

Its: Mayor

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **JEFFERSON COUNTY TRANSPORTATION EQUITY PROJECT/J STREET BRIDGE PROJECT**
Cancellation of Jefferson County Transportation Equity Project and Allocation of ARPA Funding

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move to cancel the Jefferson County Transportation Equity Project, allocate the remaining ARPA funding, and prioritize the components of the JCTEP as stand-alone projects.

OVERVIEW:

Cancellation of the Jefferson County Transportation Equity project, allocation of the remainder of the ARPA funding, and prioritizing of the components of the JCTEP.

STAFF ANALYSIS:

A discussion occurred at the October 9th work session whereas three things were discussed in relation to the Jefferson County Transportation Equity Project, J Street Bridge, and ARPA funding.

1). Since the City did not receive a RAISE grant, City Council directed staff to cancel the Jefferson County Transportation Equity Project and to have the project be formally cancelled via a motion at a City Council meeting.

2) J Street Bridge project was to be funded entirely by the OTIB loan and the \$1,000,000 allocated for the project would be left in the Local Government Investment Pool until a later date. The plan was to use OTIB funding at a loan rate of 1.99% and earn interest at roughly 5% in the LGIP account.

Upon further research by Staff, it was determined that ARPA funding cannot be used to pay down debt service and \$572,229.09 has already been used on the J Street Bridge Project. The J Street Bridge project is estimated to cost an additional \$25,000 to finalize the mapping which leaves approximately \$415,270.91 in ARPA Funding to be allocated. Council will need to determine where to allocate the remaining ARPA funding.

Options for the remaining ARPA funding are:

- Apply it towards one of the pieces of the JCTEP. The low hanging fruit would be the Bi-Mart Road Extension. The remaining ARPA funding would almost pay for the entire project.
- Apply it towards the Earl to Colfax Project for Streetscape. Current estimates to complete all the streetscape for the ODOT project is \$1.3 million. Coupled with the \$500,000 allocated by the MRC the City could complete \$915,000.
- Apply it towards a road rehabilitation project or paving of gravel roads.

Roads in need of replacement are:

1. 7th Street between Oak Street and B Street
2. 9th Street between Oak Street and 9th Street Bridge
3. 11th Street between Oak Street and A Street
4. Ashwood Road between C Street and B Street

Gravel Roads that need to be paved are:

1. 1st Street between M Street and J Street
2. K Street and L Street between 2nd Street and Madison
3. D Street between Grizzly Street and Kinkade Street
4. Kinkade Street between D Street and Grizzly Road
5. Lincoln Street
6. Gard Street
7. Glen Street
8. Duke Street
9. I Street
10. Haven Street
11. Olive Street.

3) Council asked that the Jefferson County Transportation Equity Project be split into smaller projects, prioritize them, and work towards implementation based on the prioritization. The projects would be broken up per the following in no particular order:

- J Street/Belmont Road Roundabout - \$6,682,000
- Hall Street Roundabout - \$6,877,000
- Hall Road Extension - \$1,274,000
- Bi-Mart Road Connection - \$494,000
- J Street Signals - \$2,200,000

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

- 1 - Gravel Road Maps
- 2 - Paved Road Maps
- 3 - Jefferson County Transportation Equity Project Concepts

STRATEGIC GOAL:

Goal 3C

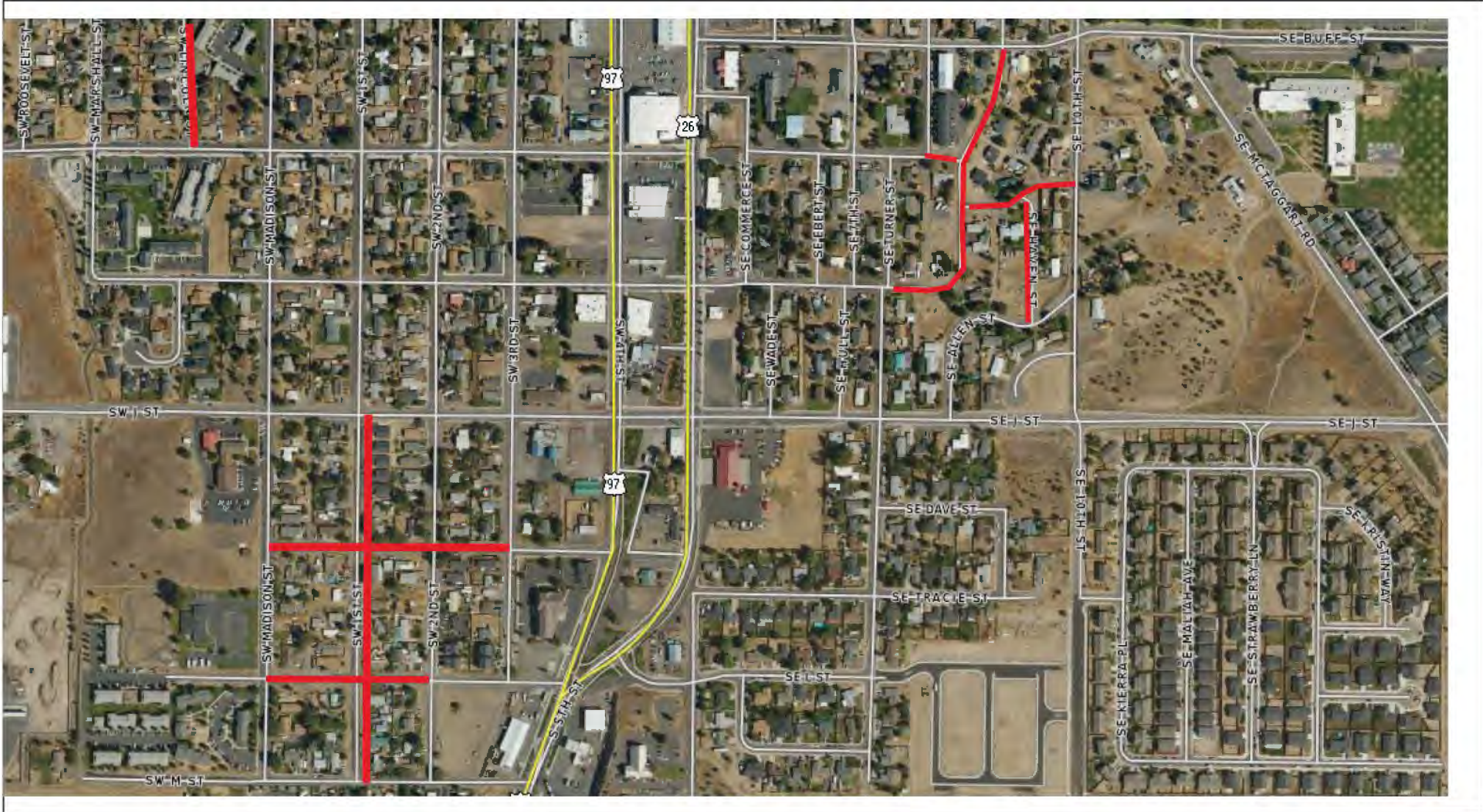
Gravel Roads To Pave



Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

Jefferson County GIS

Gravel Roads To Pave



Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

Jefferson County GIS



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Jefferson County GIS

South Madras Connectivity Infrastructure Improvements

Preliminary Design Subject to Change
Date: December 2021



Hall Road Extension Madras, OR

KITTELSON & ASSOCIATES
PHONE: 541-339-6617 CONTACT: Jodi Guzman



South Madras Connectivity Infrastructure Improvements

Preliminary Design Subject to Change
Date: December 2021



Scale: 1" = 100'
100 50 0 100

KITTELSON & ASSOCIATES
PHONE: 541-339-6637 CONTACT: sadi.gulczynski

Culver Hwy/Hall Road Roundabout Madras, OR

South Madras Connectivity Infrastructure Improvements

Preliminary Design Subject to Change
Date: December 2021



Scale: 1" = 50'

**KITTELSON
& ASSOCIATES**
PHONE: 541-339-6617 CONTACT: Todd Gustafson

Culver Hwy/Belmont Lane/J Street Roundabout
Madras, OR

South Madras Connectivity Infrastructure Improvements

Preliminary Design Subject to Change
Date: December 2021



Scale: 1" = 40'

KITTELSON & ASSOCIATES
PHONE: 503-339-6617 CONTACT: Jedd Gutierrez

Hall Road/Bimart Local Access Road
Madras, OR

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Charo Miller, HR & Administrative Director, Rose Vanderschaegen, Interim Finance Director

Through: Will Ibershof, City Administrator

Subject: **VACATION ACCRUAL CHANGES TO CURRENT POLICY**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the new vacation leave policy to be included in the next personnel manual update.

OVERVIEW:

In the current Personnel Manual, vacation leave is credited to employees every July (at the beginning of the fiscal year). Under this system, employees with hire dates close to July 1 are effectively receiving their vacation leave in arrears and employees with hire dates close to July 1, but in June, are receiving their vacation leave in advance. Staff would like to convert to a monthly accrual system to better serve the City and employees. In addition to the changes in the timing for vacation credits, a cap on the amount of vacation employees can bank for all staff. The intent is to create a policy that will incentivize employees to use their vacation, assist managers in managing their staff's vacation time selections to better maintain staffing levels when they are most critical, and to decrease the number of times the City is liable to pay out larger sums for vacation accruals when an employee severs their employment with the City.

Rose and Charo have had discussions with staff and managers and feel there is certainly support from those that understand how the new accrual system will work. The managers feel it will resolve some issues surrounding staffing and vacation requests and have vocalized their support. Some staff were initially hesitant to this proposed change, however there have been discussions with staff to help them understand how the new accrual system will work and they are now much more supportive and actually see the benefits of the new accrual system. This was recently announced to staff during the open enrollment meeting on Oct 17th, where the process was explained and staff was able to ask questions. If the Council supports the policy changes, it will be included in the update to the Personnel Manual expected at the December 2023 meeting.

STAFF ANALYSIS:

The new accrual system will credit the appropriate number of hours to the employee's vacation bank on a monthly basis. Employees will be allowed to continually carry a total number of hours up to a cap that will be set at 320 hours in order to keep administrative tracking to a minimum.

Any time earned over this cap would be forfeited. The amount of time earned each month will be determined by the employee's longevity. Employees will be allowed to cash out up to one week of unused vacation per fiscal year, one time, but must have used at least the same amount of vacation time equal to the requested amount of time they wish to cash out. Finally, employees who are exiting employment for any reason will be allowed to cash out the maximum number of hours of vacation equal to the amount of vacation hours earned annually for their longevity per the personnel manual or CBA. Some other minor changes have been made to accommodate language in the current policy regarding part-time employees and the transition between years 1 and 2 of employment. Note, we currently do not have any part-time employees who earn vacation time, according to their job descriptions.

This will help employees become more aware of the amount of time they have earned, have used, and need to use in order to prevent them from sacrificing any of their earned hours, resulting in a more regular use of their vacation time throughout the year. Currently, one major issue for some managers is the number of employees that need to use large amounts of vacation time before the end of August each year, resulting in difficult vacation approval choices which often upset staff and larger numbers of their employees being gone during critical times of the year for their work. Since the new accrual system's cap on hours will not be dependent on employees having to use or lose their time by a certain deadline each year, this will resolve this issue for these managers. This will also benefit the Clty's obligation on vacation payouts, as existing staff have historically planned dates in order to maximize vacation payout totals.

One current issue regarding the transition of this policy, is that everyone has received their full bank of annual accruals on July 1 of this year already. On each of the employees' anniversary dates, the appropriate amount of time will begin to accrue monthly. There will be some adjustments that will have to be made; catching up with the employees whose anniversary dates were between July 1 and now, and there may be some employees who have vacations planned already, so implementation will be done to ensure that all employees are treated equitably. Our goal is to work through this in a positive way for employees to overcome the transition.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Personnel Manual Pages for Vacation Policy; Existing and Draft

STRATEGIC GOAL:

#4 - Organizational Development

VACATION LEAVE

Eligibility

Regular, full-time employees (scheduled to work 40 hours per week) are eligible to receive vacation time off with pay. Regular 3/4-time employees (scheduled to work at least 30 hours but less than 40 hours per week) are eligible to receive prorated paid time-off. Regular part-time employees (scheduled to work at least 20 hours per week but less than 30 hours per week on a regular basis) are eligible to receive prorated paid time-off. Temporary/seasonal employees are not eligible to receive paid time off.

New employees shall not be eligible for vacation leave during the first 12 months of employment.

Leave Accrual

Full-time employees accrue vacation time off with pay at the following rate:

Length of Service	Days per Year	Hours
1 Year	5 Days	40 Hours
2 Years	15 Days	120 Hours
10 Years	20 Days	160 Hours
15 Years	25 Days	200 Hours

Upon an employee's one-year anniversary, the employee will be credited 40 hours of paid vacation within the pay period of the anniversary date. Employees can begin using that leave during the same pay period which the paid leave is credited to them.

When an employee's anniversary year results in an adjustment to their annual accrual of vacation, the employee shall receive credit for the accrued leave on July 1 at the beginning of the anniversary fiscal year. For example, a ten-year employee, per the City's policy, is entitled to 160 hours of paid vacation leave. Therefore, if an employee's ten-year anniversary were to fall on October 15, 2015, they would be credited 160 hours of paid vacation leave starting July 1, 2015.

Entitlement Upon Reinstatement

An employee whose employment with the City was terminated for any reason, except by lay off, shall be required upon reinstatement to accrue six (6) months continuous employment prior to the entitlement of vacation leave. Employees, who are laid off and rehired within one (1) year, shall maintain their years of service in effect at the time of layoff for purposes of calculating vacation leave.

Accumulation of Vacation Leave

Vacation leave does not carry over from year to year and must be used by June 30 of each year. Upon written request, vacation leave may be carried over for up to 60-days.

Vacation Scheduling

Each department head is responsible for approving and scheduling vacation leave within his/her department with due consideration for the desires of the employees and the work requirements facing the department. The City Administrator is responsible for approving the vacation schedules of the department heads and other administrative and confidential employees that directly report to the City Administrator. Vacations for a week or longer shall be scheduled two (2) weeks in

advance when possible. Vacation requests with shorter notice will be subject to the discretion of the approving person.

In case of conflicting dates requested, seniority shall prevail. Vacation schedules may be amended to allow the department to meet emergency situations.

Payment of Unused Vacation Upon Separation

Subject to the limitation of accumulation of vacation leave set forth above, all unused paid leave (including vacation, comp time and/or admin time) shall be paid to a separated employee in their final paycheck. Terminations during an employee's probationary period shall require no payment for vacation accrual.

Hospitalization During Vacation Leave

If an employee is in the hospital during vacation leave, upon receipt of certification by a physician, time spent in the hospital may count as sick leave.

A. VACATION LEAVE

Eligibility

Regular, full-time employees (scheduled to work 40 hours per week) are eligible to receive vacation time off with pay. Regular 3/4-time employees (scheduled to work at least 30 hours but less than 40 hours per week), and regular part-time employees (scheduled to work at least 20 hours per week but less than 30 hours per week on a regular basis) are also eligible to receive prorated paid time-off. Temporary/seasonal employees are not eligible to receive paid time off.

Leave Accrual

New employees shall not be eligible for vacation leave during the first 12 months of employment. Upon an employee’s start date, the employee will begin accruing hours which will total the 40 hours of paid vacation they will be eligible to use on their one-year anniversary date.

Full-time employees accrue vacation time off with pay at the following rate:

Length of Service	Days per Year	Hours	Hours Monthly
Upon hire	5 Days	40 Hours	3.33
After 1 Year	12 Days	96 Hours	8
After 2 Years	15 Days	120 Hours	10
After 10 Years	20 Days	160 Hours	13.33
After 15 Years	25 Days	200 Hours	16.66

Part-time employees accrue vacation time off with pay at the following rate:

Part Time Hours/Week	Vacation Accrual Ratio
20.0 to 22.4	0.50
22.5 to 27.4	0.625
27.5 to 32.4	0.75
32.5 to 37.4	0.875
37.5 to 40.0	1.00

Entitlement Upon Reinstatement

An employee whose employment with the City was terminated for any reason, except by lay off, shall be required upon reinstatement to accrue six (6) months continuous employment prior to the entitlement of vacation leave. Employees, who are laid off and rehired within one (1) year, shall maintain their years of service in effect at the time of layoff for purposes of calculating vacation leave.

Accumulation of Vacation Leave

Employees are allowed to continually carry up to 320 hours of vacation leave in their bank. Any time earned over 320 will be forfeited.

Vacation Scheduling

Each department head is responsible for approving and scheduling vacation leave within his/her department with due consideration for the desires of the employees and the work requirements facing the department. The City Administrator is responsible for approving the vacation schedules of the department heads and other administrative and confidential employees that directly report to the City Administrator. Vacations for a week or longer shall be scheduled two (2) weeks in advance when possible. Vacation requests with shorter notice will be subject to the discretion of the approving person.

In case of conflicting dates requested, seniority shall prevail. Vacation schedules may be amended to allow the department to meet emergency situations.

Payment of Unused Vacation Time

Regular Full-Time Employees: Subject to the limitation of vacation leave set forth above by the longevity of the employee at the time of separation, all unused paid leave (including vacation, comp time and/or admin time) shall be paid to a separated employee in their final paycheck. Terminations during an employee's probationary period shall require no payment for vacation accrual.

Part-Time Employees: Up to 40 hours of vacation shall be paid to a separated employee in their final paycheck.

Once time per fiscal year, all regular and part-time employees may opt to cash out up to 40 hours of vacation time. This request must be equal to at least the number of vacation days the employee has used in this same fiscal year.

Hospitalization During Vacation Leave

If an employee is in the hospital during vacation leave, upon receipt of certification by a physician, time spent in the hospital may count as sick leave.

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **COIC REQUEST FOR APPOINTMENTS TO THE CENTRAL OREGON REGIONAL HOUSING COUNCIL (CORHC).**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council appoint a certain as an elected official and City staff member to represent the City of Madras to the Central Oregon Regional Housing Council.

OVERVIEW:

The Central Oregon Intergovernmental Council is forming a Central Oregon Regional Housing Council to strengthen the region's response to housing and homelessness. The City received a letter from COIC dated October 3, 2023 (attached) requesting that the City Council appoint an elected official and a city staff member to the Central Oregon Regional Housing Council. As identified in the Regional Housing Council Pilot Proposal (attached):

"The RHC will be a representative body of community leaders, elected officials, and housing/homelessness stakeholders to engage in mutual learning, identify shared priorities, and serve as a regional voice. The RHC value proposition is to provide all communities in the Central Oregon region - cities, counties, and tribes - the ability to work together on shared needs, build coordinated approaches, and provide unified feedback to State agencies. The RHC will draw from shared knowledge and resources to identify and advocate for regional needs and priorities. The regional nature of the RHC also permits an economies of scale model to increase the capacity and efficiencies of smaller communities (page 1 of 4)."

If the Council finds it appropriate to participate in the Central Oregon Regional Housing Council, staff will request that the City Council identify an elected official and a City staff to represent the City of Madras to the Central Oregon Regional Housing Council.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See attached.

STRATEGIC GOAL:

Goal #3: Increase livability/beautification of Madras, Objective A. Community Development, 1. Develop Strategy for Combatting Homelessness.



October 3, 2023

Christy Wurster, Interim City Administrator
City of Madras
125 SW E Street
Madras, Oregon 97741

Dear Ms. Wurster,

As you are aware, in 2022 COIC presented the idea of establishing the Central Oregon Regional Housing Council (RHC), in response to requests from service providers, funders, and regional housing and houselessness leaders. The RHC is designed to be a body of elected officials and ex-officio decision makers that identify and fill gaps in housing and homelessness programs, systems, and policies. Additionally, the RHC is an opportunity to communicate regional priorities to the State and a space to communicate on local and regional housing issues and best practices.

At this time, COIC is proceeding with its official request for a City Council Member and a staff liaison from each of Central Oregon's jurisdictions to serve on the RHC. COIC anticipates monthly meetings during the formation phase of the RHC, likely reducing in frequency to quarterly over time. The RHC membership will make its own determination regarding meeting frequency and priority focus. More information on the RHC is attached to this letter.

Please submit the City of Madras's designees asap and no later than October 20, 2023 by emailing their name and contact information to our consultant Jen Rusk at jen.rusk@gmail.com. Afterwards, COIC staff will contact the designees to on-board and prepare them for the first RHC meeting, which is expected to be held in early December 2023.

We look forward to working with the City of Madras representatives to meet the region's housing and houseless response needs. Thank you for your time and for your service to the region's livability and vitality.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tammy Baney", is written over a light blue rectangular background.

Tammy Baney, COIC Executive Director

cc: Nick Snead, Community Development Director

encl: Regional Housing Council Pilot Proposal (2022)

Regional Housing Council Pilot Proposal

Overview

The Central Oregon Intergovernmental Council (COIC) is forming a Regional Housing Council (RHC) to strengthen the region's response to housing and houselessness needs in Central Oregon.

The RHC will be a representative body of community leaders, elected officials, and housing/houselessness stakeholders to engage in mutual learning, identify shared priorities, and serve as a regional voice. The RHC value proposition is to provide all communities in the Central Oregon region – cities, counties, and tribes – the ability to work together on shared needs, build coordinated approaches, and provide unified feedback to State agencies. The RHC will draw from shared knowledge and resources to identify and advocate for regional needs and priorities. The regional nature of the RHC also permits an economies of scale model to increase the capacity and efficiencies of smaller communities.

Note: While the RHC will likely engage in some activities and discussions relating to the land use system, the RHC will not have a formal role in land use studies and adoption products; the creation of the RHC would neither eliminate nor change the statutory land use role and/or requirements for cities and counties.

The RHC is designed to address housing needs across the communities in our regional housing market as well as engage with the State to provide a cohesive “Central Oregon Voice” as the region advocates at the state-level. The combination of this local and statewide role allows the RHC to serve as a nexus between the top-down and the bottom-up and will provide a means for state and federal partners to efficiently engage with local communities. The RHC will also create a process for regions to pool resources and identify priorities; and to communicate those priorities with government partners in an efficient manner.

Functions

A **menu** of potential functions for the Regional Housing Council follows. The RHC membership will decide for itself what roles it wants to focus on, and will develop its own set of priorities.

1. IDENTIFY AND ADDRESS SYSTEM GAPS AND NEEDS THROUGH COLLABORATION

- a. Identify existing programs to meet priority needs and support the programs by:
 - i. Identifying resources and support resource development
 - ii. Providing a space for dialogue, planning, and execution of a seamless program
- b. Generate new projects and programs to meet priority needs by:
 - i. Defining the need and potential solutions
 - ii. Identifying and facilitating key partners to shape the project or program
 - iii. Identifying resources and supporting resource development
 - iv. Monitoring projects from planning through implementation and evaluating against established benchmarks.
- c. Build a high-level Regional Housing Strategy or Framework rooted in data and collaborative priorities.

2. CENTRALIZE INFORMATION AND RESOURCES

- a. Map the housing and houseless services and organizations within the region
- b. Research and disseminate best practices in policy and program development (in partnership with H4A)
- c. Empower members to feel confident making referrals and connections to:
 - i. local service providers,

- ii. data needs,
- iii. information,
- iv. topical and regional expertise,
- v. and collaborative impact needs.

3. PROMOTE EDUCATION & ADVOCACY

- a. Conduct outreach and campaigns for public and stakeholder awareness and education
- b. Coordinate symposiums, webinars, and events to advocate for housing and shared knowledge
- c. Coordinate community events for public engagement and input on housing-related issues
- d. Evaluate local, regional, state, and federal policies and initiatives for endorsement or opposition
- e. Communicate local housing needs and interests to legislators and elected officials

4. COLLABORATE TO GATHER AND REVIEW DATA

- a. Serve as a regional clearinghouse of information on housing and houseless-related information for the benefit of RHC members and regional and statewide housing partners.
- b. Identify and address priority unmet data needs:
 - i. Identify systemic data gaps and develop partnerships to fill gaps. *E.g. creating a shared data system for law enforcement, homelessness service providers, and health care (from the H4A work plan).*
 - ii. Engage with the state’s Regional Housing Needs Analysis. If ultimately implemented by the state, we propose that Regional Housing Councils serve as a regional Advisory Committee and manage regional engagement with the RHNA and subsequent housing unit allocation process. This does not mean that the RHC would manage the RHNA, but rather will develop a regular system of data gathering and needs assessment to provide additional information appropriate for each region, including contextual information of the unique communities in the region that is not possible through a standardized statewide methodology. In this way, local communities in the Central Oregon region can speak to the specific and unique elements of their housing and houseless challenges.

For example:

1. Provide local knowledge regarding population growth dynamics, local priorities for housing provision (e.g. regional goals regarding provision of housing for homeless populations, low income populations, “missing middle” housing, etc. – as well as local and regional context regarding the potential impacts of different types of housing development), and local understanding of the dynamics of different policy interventions.
2. Gather qualitative data on the diverse experiences of those who are most affected by the housing crisis.
3. Use the above information to work with the state to create locally relevant housing production strategies – acknowledging that barriers to development and type of housing needed are not necessarily identical in cities across a region, nor from region to region in Oregon. *Recognizing and understanding this will help focus limited resources on best addressing the barriers in each community.*
4. Partner with the State to address data source limitations which have had the effect of separating Crook and Jefferson counties from being included in a housing market region with Deschutes County in the state’s RHNA process – this does not reflect the real-world regional housing market condition. Because the Central Oregon region is a single, interconnected commute-shed, the housing and homelessness concerns of one jurisdiction affects the others.

5. COMMIT TO DIVERSITY, EQUITY & INCLUSION (DEI)

Prioritize DEI and transparency in the RHC Charter and in its actions. The DEI policy will be foundational and active in the membership seats and recruitment process, in selecting projects, and in funding decisions.

Geography

The Central Oregon RHC will work within the Central Oregon housing market, including Crook, Deschutes and Jefferson counties, the communities therein, and the Confederated Tribes of Warm Springs (if the Tribes wish to participate).

Membership and Participation

The Area Commissions on Transportation provide a useful model in ensuring that local governments, tribes, authorities, and other partners are represented in regional funding and needs prioritization under the Oregon Department of Transportation purview. The RHCs could have a similar role and composition:

- Geographic/communities: including local elected representatives and/or senior administrative staffs from local jurisdictions.¹
- OHCS and DLCD
- Governor’s Regional Solutions Coordinator
- Executive Director of the regional Community Action Agency (NeighborImpact in Central Oregon)
- Executive Director of the regional Housing Authority (Housing Works in Central Oregon)
- Chair of the Continuum of Care (Homeless Leadership Coalition in Central Oregon)
- Chair of Housing for All
- As desired, appointed issue area representatives – builders/developers, rental owners and tenant groups, advocacy organizations, public health, Coordinated Care Organizations (CCOs), public safety, schools, public land managers, Coordinated Entry, employers, land use groups, etc.

In addition, the RHC may form a Technical Advisory Committee (TAC) to assist in data gathering and needs assessment, program/policy review, and to build and oversee any pilot projects.

Staffing

In Central Oregon, staff services will be provided by COIC and may also include contract services for technical analysis. Staff services would include:

- Supporting meetings by building packets, hosting and facilitating meetings
- Managing correspondence and outreach
- Program development and project management for priority needs
- Grant writing, resource development, and grant administration when needed
- Technical assistance to jurisdictions and partners, as requested
- Track progress on action items
- Contractor procurement and management
- Data and information collection
- Research
- Program outcomes reporting

Budget

¹In order to maximize coordination and efficiency, we have requested that the jurisdictions participating in the Deschutes County Coordinated Houseless Response Office (CHRO) appoint the same individuals to the Regional Housing Council that serve on the CHRO board.

The initial RHC budget is estimated to be a baseline of \$50,000 per year not including start-up or contracting costs. COIC has secured funding for a two-year pilot with the hope that costs thereafter would be supported by funding from the State of Oregon.

Outcomes

Potential outcomes could include:

1. Improve regional elected officials and other decision-maker awareness of housing and houseless issues, the impacts of the housing crisis, and identify solutions that have made impacts in other communities.
2. Build integrated (multi-agency, multi-issue), collaborative approaches to serving regional housing and houseless needs and opportunities.
3. Energize private market strategies to meet identified housing needs.
4. Create collaborative regional priorities, leading to the development of regional plans for funding and policy and program development.
5. Help communities identify housing and homelessness needs and solutions to achieve housing goals through regional economies of scale.
6. Serve as the nexus between bottom-up (local) and top-down (state and federal) policy and program development
7. Identify and collect contextual and additional data beyond that used in the state RHNA to establish regional housing and houseless trends, obstacles, and opportunities.
8. Yield information and direction for the model to be replicated across the state.

CITY OF MADRAS
Request for Council Action

Meeting Date: November 14, 2023

To: Mayor and City Council Members

From: Keli Pollock, City Recorder

Through: Will Ibershof, City Administrator

Subject: **ORDINANCE NO. 981**
Owanjay Services, Inc. ("Franchisee"), an Oregon corporation d/b/a Madras Sanitary Service
10-Year Franchise Agreement (2023-2033)

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve and adopt Ordinance No. 981.

OVERVIEW:

The current franchise agreement with Owanjay Services, Inc. D/B/A Madras Sanitary Service has expired.

STAFF ANALYSIS:

The City Attorney drafted this ordinance and Madras Sanitary Service has reviewed and approved the language. Staff recommends approval.

FISCAL INFORMATION:

Franchisee will pay the City the following franchise fees (the "franchise fee(s)"): (a) five percent (5%) of Franchisee's gross revenues commencing on the effective date and ending June 30, 2024; and (b) seven percent (7%) of Franchisee's gross revenues commencing on July 1, 2024 and ending December 13, 2033.

SUPPORTING DOCUMENTATION:

Ordinance No. 981

STRATEGIC GOAL:

ORDINANCE NO. 981

AN ORDINANCE OF CITY OF MADRAS RELATING TO SOLID WASTE MANAGEMENT; GRANTING OWANJAY SERVICES, INC., AN OREGON CORPORATION D/B/A MADRAS SANITARY SERVICE, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, TRANSPORT, AND/OR TRANSFER SOLID WASTE ON, OVER, AND/OR ACROSS THE PUBLIC RIGHT-OF-WAYS WITHIN THE CITY AND TO RECOVER MATERIALS OR ENERGY FROM SOLID WASTE GENERATED OR PRODUCED IN THE CITY.

WHEREAS, City of Madras ("City"), an Oregon municipal corporation, granted Owanjay Services, Inc. ("Franchisee"), an Oregon corporation d/b/a Madras Sanitary Service, the right, privilege, and franchise to provide solid waste management services in City pursuant to the terms of that certain Solid Waste Franchise Agreement dated March 22, 1994 established under City Ordinance No. 532, as amended by City Ordinance No. 705, City Ordinance No. 840, and City Ordinance No. 841 (collectively, the "Original Franchise"); and

WHEREAS, City and Franchisee desire to enter into a new franchise pursuant to which Franchisee will provide solid waste management services in City; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No. 981 (this "Ordinance"), City hereby grants Franchisee an exclusive franchise to provide solid waste management services within City.

NOW, THEREFORE, City of Madras ordains as follows:

1. Findings; Definitions; Purpose.

1.1 Findings; Short Title. The above-stated findings are hereby adopted. This Ordinance will be known as the "Solid Waste Management Ordinance" and will be cited herein as this "Ordinance."

1.2 Definitions. Unless the context requires otherwise, or where defined elsewhere in this Ordinance, terms identified in Appendix A have the meanings assigned to them in Appendix A.

1.3 Purpose. City hereby declares that the purposes of this Ordinance, includes, without limitation, the following: (a) insuring safe, efficient, economical, and comprehensive solid waste management service; (b) insuring rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices; (c) conserving energy and material resources, reducing solid wastes, and promoting material and energy recovery in all forms; (d) providing for technologically and economically feasible resource recovery by and through Franchisee on a first option basis; (e) protecting public health and the environment; (f) providing public service standards; (g) protecting against improper and dangerous handling of hazardous wastes; and (h) providing a basis and incentive for investment in solid waste equipment, facilities, sites, and technology.

2. Grant of Franchise.

2.1 Franchise. Subject to the terms and conditions contained in this Ordinance, City grants Franchisee the right, privilege, and exclusive franchise to provide solid waste management services and recycling services within City. Notwithstanding anything contained in this Ordinance to the contrary, City reserves the right to determine the scope of the franchise granted under this Ordinance and the services granted and/or authorized hereunder. Franchisee will perform its obligations under this Ordinance in compliance with the laws. The rights and privileges granted by City to Franchisee under this Ordinance extend only to the extent of City's right or authority to grant the franchise to Franchisee.

2.2 Exclusive Franchise. Subject to the terms and conditions contained in this Ordinance, the franchise granted by City under this Ordinance is and will be construed as an exclusive franchise.

2.3 Enforcement. City will have the right to observe and inspect all aspects of Franchisee’s collection operations, facilities, services, and records to ensure Franchisee’s strict performance and compliance with this Ordinance. If, at any time, Franchisee fails to timely perform any Franchisee obligation under this Ordinance, City may elect to perform the obligation at the expense of Franchisee.

2.4 Specific Exceptions. Nothing contained in this Ordinance will be construed to prohibit any of the following:

(a) Any person from transporting solid waste the person produces, generates, and/or creates to an authorized disposal site or resource recovery facility. Solid waste produced by a tenant, licensee, occupant, and/or similar person is produced by such person and not the landlord, property owner, or agent of either.

(b) Any person from contracting with a state or federal agency to provide service to such agency; provided, however, such person will apply for a franchise pursuant to this Ordinance and will comply with all applicable requirements imposed on Franchisee under this Ordinance with the exception of any conflicting rates or terms of service set by written contract with such agency.

(c) Any person from collecting, transporting, and/or conveying solid waste or waste over and upon the right-of-ways for the purpose of resource recovery, provided such person has obtained a license under Section 9 of this Ordinance.

(d) The collection, transportation, and/or reuse of repairable or cleanable discards by a private charitable organization regularly engaged in such business or activity, including, without limitation, Salvation Army, St. Vincent De Paul, Goodwill, and similar charitable organizations.

(e) The collection, transportation, reuse, and/or recycling of totally sourced separated materials or operation of a collection center for totally source separated materials by a religious, charitable, benevolent, or fraternal organization, which organization was not organized for any solid waste management purpose and which organization is using the activity for fundraising, including, without limitation, scouts, churches, Lions Club, Kiwanis, Elks, and Chamber of Commerce.

(f) The generator or producer who transports and/or disposes of waste created as an incidental part of regularly carrying on the business or services of any of the following: (i) auto wrecking, to the extent licensed by the State of Oregon; (ii) demolition land clearing or construction; (iii) janitorial service; (iv) gardening, park maintenance, and/or landscape service; (v) street sweeping; (vi) auto-body recovery; and/or (vii) septic tank pumping or sludge collection. “Janitorial service” does not include cleanup of accumulated stored waste.

(g) The purchase of totally source-separated solid waste for fair market value.

(h) Providing service for hazardous waste.

(i) Any other practice, business, or activity which is withdrawn by the City Council after a public hearing thereon and upon a resolution finding that withdrawal has no substantial impact on service, consumer rates, and/or the purposes stated in this Ordinance.

(j) The burning of clean combustible waste products (e.g., wood, paper, etc.) in a residential fireplace, wood stove, or furnace.

(k) The collection, transportation, or redemption of returnable beverage containers under Oregon Revised Statutes (“ORS”) chapter 459A and that portion thereof commonly known as the “Bottle Bill.”

3. Solid Waste Management Services.

3.1 Waste Ownership. Except as otherwise provided in this Ordinance, solid waste that is properly placed out for collection is the property of Franchisee.

3.2 General Collection Standards. Solid waste management services will be performed in compliance with the laws. In connection with Franchisee's performance of its obligations under this Ordinance, Franchisee will pay and/or perform the following:

(a) Provide service to any person living within or conducting business within City. Perform curbside collection of solid waste at least once per week in City (or as often as required by ORS chapters 459 and 459A if more often). All collections will be made safely, efficiently, and quietly. Collect putrescible material at least once per week.

(b) Provide collection of residential solid waste carts and cans on a weekly schedule (that is the same day each week) and offer monthly collection service.

(c) Use due care to prevent solid waste from being spilled and/or scattered during collection. If any solid waste is spilled and/or scattered during collection, Franchisee will promptly clean-up all spilled and/or scattered solid waste.

(d) Use reasonable care in handling all collection receptacles and enclosures. Damage caused by the negligence of Franchisee and/or Franchisee's representatives to private property, including, without limitation, landscaping, is the responsibility of Franchisee and will be promptly restored to its original condition or otherwise corrected to the owner's satisfaction.

(e) Ensure that all solid waste collection operations are conducted as quietly as possible and in accordance with the laws, including, without limitation, all federal, state, county, local, and/or City noise emission standards. Unnecessarily noisy trucks or equipment are prohibited.

(f) Provide notice to any customer whose receptacle is not collected because it is overweight. The notice will (i) identify Franchisee's name and telephone number, (ii) provide a description of the problem, and (iii) state that Franchisee will provide double the customer's subscribed service level at no additional charge on the customer's next scheduled collection day if a special pick-up has not been requested. If a special pick-up has been requested, Franchisee may charge the normal will-call rate.

(g) Notify all affected customers of changes to the collection schedule within seven calendar days of any change. Franchisee will not permit any customer to go more than eight calendar days without service in connection with a collection schedule change.

(h) Have the option to refuse collection service to a customer upon non-payment of a billing (or portion of a billing) after an account becomes forty-five (45) days past due or upon refusal to pay any reasonably required advance payments, delinquent charges, and/or charges associated with starting a new service. Franchisee may not withhold collection services unless at least ten (10) days' prior written notice is given to the customer.

(i) Franchisee will dispose of all solid waste collected under this Ordinance at the Box Canyon transfer station.

(j) Franchisee will provide those recycling services City may request in writing from time to time.

3.3 Equipment and Facility Standards. Franchisee will perform and comply with the following equipment and facility standards:

(a) All equipment will be kept properly maintained and in good order, repair, and condition. Franchisee will provide and maintain equipment that meets and conforms with the laws.

(b) Vehicles and containers used to transport solid waste will be kept reasonably clean so as not to contaminate the environment and/or City's water system. Trucks will be equipped with metal bodies that are leak-proof to the greatest extent practicable, and will be of the compactor type, with front, rear, and/or automatic loading capabilities. Pick-up trucks, open bed trucks, and/or specially designed, motorized local collection vehicles used for transporting solid waste will have a metal body that is leak-proof to the greatest extent practicable, and an adequate cover over the container portion to prevent scattering of the load.

(c) All fuel oil or vehicle leaks or spills which result from Franchisee's vehicles will be cleaned-up immediately. Except as expressly provided in this Ordinance, Franchisee will not store, collect, transport, perform resource recovery, and/or dispose of hazardous waste.

(d) All vehicles used by Franchisee in providing solid waste management services will be registered with the Oregon Department of Motor Vehicles and will meet or exceed all legal operating standards. In addition, on each vehicle, the name of Franchisee, Franchisee's local telephone number, and the vehicle's identification number will be prominently displayed.

(e) No collection vehicle will exceed the safe loading requirements or maximum load limits as determined by the Oregon Department of Transportation. Franchisee will endeavor to operate equipment that minimizes damage to City streets.

(f) All surface areas around Franchisee's site facilities, including, without limitation, vehicle and equipment storage areas, service shops, wash stations, transfer sites, collection centers, and administrative offices, will be kept clean to eliminate site run-off into City's water system.

3.4 Safety Standards. Franchisee will provide appropriate operational and safety training for all Franchisee employees who maintain, use, and/or operate vehicles, equipment, and/or facilities for collection of waste and/or who are otherwise directly involved in such collection. Employees involved in collection services will be trained to identify, and not to collect, hazardous waste and/or infectious waste. Employees who handle hazardous waste and/or infectious waste will be properly trained.

3.5 Right-of-Way Standards. Franchisee will ensure proper and safe use of the right-of-ways. Without otherwise limiting the generality of the immediately preceding sentence, Franchisee's use of the right-of-ways will be conducted (a) in a safe manner, taking into account all applicable traffic control rules and procedures, (b) so as to minimize disruption and interference of the right-of-ways, and (c) in accordance with this Ordinance and the laws.

3.6 Customer Service Standards. Franchisee will pay and/or perform the following customer service-related obligations:

(a) Provide sufficient collection vehicles, receptacles, facilities, personnel, and finances to provide the services and perform Franchisee's obligations under this Ordinance, as now set forth or as hereafter provided.

(b) Sufficiently staff, operate, and maintain solid waste management services within City.

(c) Ensure a responsive, customer service-oriented business. Franchisee will provide customers with a local telephone number listed in a directory of general circulation.

(d) Adequately staff operations and utilize an answering machine or voicemail to provide prompt response to customer service requests or inquiries and respond promptly and effectively to any complaints regarding service. Calls for service will be returned within two days.

(e) Train collection personnel prior to their beginning solid waste collection. The scope of the training will include, without limitation, all legal and industry standards for safety practices and service to the public and the importance of courteous customer service.

(f) Require all Franchisee employees, agents, representatives, and contractors to present a neat appearance and conduct themselves in a courteous and respectful manner.

3.7 Customer Service Reporting Standards. Franchisee will keep customer service records of oral and written complaints or service issues registered with Franchisee from customers within City. Franchisee will record the name and address of the complainant, date and time of issue, nature of issue, and nature and date of resolution. Franchisee will keep a record of all current and previous year customers within City. Within ten (10) days after written notice by City, Franchisee will provide and/or otherwise make available any requested customer records to City.

3.8 Financial Reporting Standards. Franchisee will keep current, adequate records of account relating to this franchise. City may inspect the records of account any time during business hours and may review the records from time to time. If a review of the records is required, the reasonable cost of such independent review will be Franchisee's responsibility. Any costs incurred in a review due to Franchisee's failure to keep adequate business records will be Franchisee's responsibility.

3.9 Preferential Rates. Franchisee will not provide any rate preferences to any person, locality, and/or type of solid waste stored, collected, transported, disposed of, or resource recovered. This Section 3.9 will not (a) prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers provided such rates are (i) reasonable based upon the costs of the particular service, and (ii) approved by the City Council in the same manner as other rates, and/or (b) prevent any person from volunteering service at a reduced cost for a charitable, community, civic, or benevolent purpose.

4. Franchise Rates and Charges.

4.1 Rate Structure. Subject to the terms and conditions contained in this Ordinance, commencing on the effective date Franchisee will charge its customers no more than those service rates identified in the attached Schedule 4.1 (the "rate schedule"). Franchisee's rates will be uniform within zones or classes of service.

4.2 Rate Adjustments. Subject to the terms and conditions contained in this Ordinance, Franchisee's rates (and the rate schedule) will be adjusted in accordance with the following:

4.2.1 Council resolution amending Schedule 4.1. In determining rates, the Council will give due consideration to the following: (a) current and projected revenue and expenses; (b) actual and overhead expenses; (c) the cost of acquiring and replacing equipment; (d) the services of owner, family, and management; (e) cost of providing for future, added, and/or different services; (f) a reasonable operating margin to Franchisee for doing business; (g) research and development; (h) rates charged by other persons performing the same or similar service in the same or similar areas; and (i) such other factors as the Council deems relevant.

4.2.2 Upon notice to the city administrator no later than April 1, Franchisee may automatically adjust rates effective July 1 of that year by the lesser of 2% or the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, West Region ("CPI"). Upon notice to the city administrator by April 1, Franchisee may elect to roll over to subsequent year(s) up to five years' rate increases. For avoidance of doubt, and by way of example, this means that with notice to the city administrator by April 1, 2024, Franchisee may elect to roll over the appropriate increase of the lesser of 2% or the CPI to the next year (2025) and with notice to the city administrator by April 1, 2025, may roll the lesser of an additional 2% or CPI increase from 2025 to 2026 so that the resulting increase in year 2026 is the lesser of a 4% increase or the CPI increase for the last two years applied in 2026. These elective increases, if rolled over, do not compound. If no notice is given to the city administrator by April 1, no

increase or roll-over will occur. An automatic rate adjustment will be effective on July 1 of the applicable fiscal year provided Franchisee has complied with this Section 4.2.2.

4.2.3 Franchisee providing no less than ninety (90) days' prior written notice of the proposed rate changes with accompanying justification (which justification must be based on those factors identified in Section 4.2.1 and any other factors Franchisee deems applicable). Unless a governmental unit has raised the cost of providing service or there has been a substantial increase in cost not covered in the preceding adjustment, the rate adjustments, if any, will be made on the following schedule:

(a) Application will be filed by Franchisee prior to April 1 of each year.

(b) Except in the case of an automatic adjustment under Section 4.2.1, unless there is good cause shown and recorded in the minutes of the Council, the Council will act upon any rate adjustment no later than June and the adjustment if any will take effect on July 1.

(c) An emergency or interim rate for a new or altered service may be adopted by written order of the city administrator, valid for a stated period not to exceed six months on an emergency or interim basis.

5. Franchise Fee.

5.1 Compensation to City. In consideration of the rights, privileges, and franchise granted to Franchisee under this Ordinance, during the term of this franchise Franchisee will pay City the following franchise fees (the "franchise fee(s)"): (a) five percent (5%) of Franchisee's gross revenues commencing on the effective date and ending June 30, 2024; and (b) seven percent (7%) of Franchisee's gross revenues commencing on July 1, 2024 and ending December 13, 2033. Franchisee will pay the franchise fee in monthly installments. Each monthly installment is due within sixty (60) days after the last day of the applicable month (i.e., the month for which the franchise fee is paid). The first monthly payment of the franchise fee is due on or before January 29, 2024 (which payment amount will represent the franchise fee payment for the month of November 2023). Contemporaneously with each monthly payment of the franchise fee, Franchisee will file with City a sworn statement describing the total gross revenues Franchisee received during the month for which the franchise fee is paid (the "accounting statement"). City's acceptance of any payments under this Section 5.1 will not constitute a waiver by City of any Franchisee breach under this Ordinance.

5.2 Inspection of Books and Records. On ten (10) days' advance written notice to Franchisee, City may review Franchisee's books, records, documentation, and/or information City reasonably determines necessary or appropriate to audit Franchisee's payment of the franchise fees and/or ascertain Franchisee's compliance with this Ordinance. Franchisee will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Franchisee will bear the cost of any audit. Franchisee will keep all its books, records, documentation, and/or information pertaining to Franchisee's performance of its obligations under this Ordinance.

6. Insurance; Indemnification.

6.1 Insurance. Franchisee, at its cost and expense, will obtain and maintain in full force and effect during the term of the franchise, the following insurance coverage with their respective minimum limits: (a) workers' compensation insurance as required by applicable Oregon law; (b) employer's liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) comprehensive general liability insurance with limits of no less than \$1,000,000 for bodily injury or death to each person, \$1,000,000 for property damage resulting from any one accident, and \$1,000,000 for all other types of liability (e.g., products liability and completed operations); and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Franchisee and its employees with a limit of no less than \$1,000,000 for each person and \$1,000,000 for each accident; provided, however, the minimum policy limits for the insurance policies required under Section 6.1(c)

and (d) will increase to \$3,000,000 as of July 1, 2024. Each liability insurance policy Franchisee is required to obtain and maintain under this Section 6.1 will name City and each City representative as an additional insured and will provide that no cancellation, expiration, modification, or reduction in amount or scope of insurance coverage is permitted without providing City thirty (30) days' prior written notice. All insurance Franchisee is required to obtain and maintain under this Section 6.1 will be issued only by insurance companies licensed in Oregon. Prior to City's execution and acceptance of this Ordinance, and at any other time thereafter within thirty (30) days after City's written request, Franchisee will provide City with certificates of insurance and endorsements evidencing Franchisee's compliance with this Section 6.1. Franchisee will be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. All such deductibles, retentions, and/or self-insurance must be declared to and approved by City. Notwithstanding anything contained in this Ordinance to the contrary, City may increase the minimum levels of insurance Franchisee is required to carry under this Ordinance as City determines necessary or appropriate to ensure Franchisee's coverage limits at least equal the applicable Oregon Tort Claims Act liability limits for state or local agencies by providing Franchisee ninety (90) days' prior written notice.

6.2 Indemnification. Franchisee releases and will defend, indemnify, and hold City and each City representative harmless for, from, and against all damages resulting from or arising out of, whether directly or indirectly, the following: (a) any activities in connection with Franchisee's and/or Franchisee's representatives operation and/or maintenance of Franchisee's facilities and/or services, except those that arise out of City's sole negligence; (b) any litigation involving Franchisee and/or Franchisee's representatives actions or inactions in connection this franchise; (c) the negligence of Franchisee and/or Franchisee's representatives; (d) accident, injury, and/or damage whatsoever caused to any person (including, without limitation, Franchisee and/or Franchisee's representatives); (e) Franchisee's and/or Franchisee's representatives failure to obtain and/or comply with any necessary permits, licenses, and/or laws; (f) damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omissions, theft, fire, and all other damages arising out of Franchisee's and/or Franchisee's representatives exercise of this franchise and/or failure to exercise this franchise, whether or not the acts or omissions complained of is authorized, allowed, and/or prohibited by this franchise; (g) the acts or omissions of Franchisee and/or Franchisee's representatives in connection with Franchisee's and/or Franchisee's representatives use of the right-of-ways and/or in providing or offering solid waste management services, whether such acts or omissions are authorized, allowed, and/or prohibited by this Ordinance; (h) Franchisee's enforcement actions taken under Section 11.2; and/or (i) Franchisee's breach and/or failure to perform any Franchisee representation, warranty, covenant, and/or obligation under this Ordinance.

6.3 Survival. Franchisee's indemnification obligations provided in Section 6.2 will survive the termination of the franchise. Franchisee's costs incurred in satisfying its indemnification obligations will not decrease the franchise fees and will not increase the total amounts paid by the ratepayers for which Franchisee serves under the authority of this franchise. All such expenses will be the sole responsibility and burden of Franchisee.

7. Term and Termination.

7.1 Term; Termination. Unless sooner terminated or extended as provided in this Ordinance, the franchise granted to Franchisee under this Ordinance will be in full force and effect for a period of ten (10) years, commencing from the effective date of this Ordinance. The franchise may be terminated at any time by the mutual written agreement of City and Franchisee.

7.2 Termination for Cause. Notwithstanding anything contained in this Ordinance to the contrary, City may terminate the franchise immediately by notice to Franchisee upon the occurrence of any of the following events: (a) Franchisee fails to comply with any laws; and/or (b) Franchisee breaches and/or otherwise fails to perform any Franchisee representation, warranty, covenant, and/or obligation contained in this Ordinance. If Franchisee breaches and/or otherwise fails to perform any Franchisee representation, warranty, covenant, and/or obligation under this Ordinance, City may, in addition to any other remedy provided to City under this Ordinance, pursue all remedies available to City at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Upon the termination of this franchise, City may take such actions City deems necessary or

appropriate to ensure continued service to Franchisee's customers. Franchisee will pay all costs associated with such actions.

8. Dispute Resolution Process; Public Responsibility.

8.1 Customer Dispute. Any Franchisee customer who is aggrieved or adversely affected by any Franchisee policy or practice will first attempt to settle the dispute by notifying Franchisee of the nature of the dispute and affording Franchisee the opportunity to resolve the dispute. If the customer is unable to resolve the dispute with Franchisee, the customer may contact the city administrator to discuss the dispute. The city administrator may require a written description of the dispute from either party, and may attempt to mediate and resolve the grievance with the customer and Franchisee. If the dispute remains unresolved, the customer or Franchisee may appeal to the City Council for review and consideration of the dispute. The City Council may hear and decide the dispute. Subject to judicial review, any decision of the City Council will be final and binding.

8.2 Hazardous and Infectious Waste. No person will place hazardous waste or infectious waste at curbside for collection or disposal by Franchisee. Hazardous waste will only be disposed of at collection events for that specific purpose.

8.3 Accumulation of Waste. No person will accumulate or store waste that is unsightly, in violation of this Ordinance, City's nuisance ordinance, and/or in violation of regulations of the Oregon Environmental Quality Commission.

8.4 Safe Loading Requirements. No stationary compactor, drop box, or other receptacle, including, without limitation, a can, cart, or container for residential, commercial, or industrial use, will exceed the safe loading requirements designated by Franchisee.

8.5 Access to Receptacle. No receptacle will be located behind any locked or latched gate or inside any building or structure, unless authorized by Franchisee. No person will block access to a receptacle. Each customer will provide safe access to the solid waste receptacle without hazard or risk to Franchisee. Generators or producers of waste will clean their receptacles and keep the area around those receptacles free of accumulated waste.

8.6 Can or Cart Placement. Placement of cans and carts must be within three feet of the curb, but will not restrict access to bicycle lanes or sidewalks and will not be blocked by vehicles or other items. Items not for collection must be at least three feet from cans and carts that are placed for collection. Placement of cans and carts are limited to a time period of twenty-four (24) hours prior to pick-up and twenty-four (24) hours after pick-up. Receptacles within alleys will be placed to accommodate collection vehicles.

8.7 Preparation of Solid Waste. Solid waste that is placed for collection will be drained of surplus liquid and placed in a sealed, leak-proof receptacle. Pet feces, sharp objects (e.g., broken glass and knives), and any other solid waste with potential for causing injury or disease will be securely wrapped in a manner to prevent exposure or injury to the public or employees of Franchisee. Ashes will be allowed to cool and will be securely wrapped or bagged before being deposited in any receptacle.

8.8 Solid Waste Receptacles. Receptacles for mechanical collection will be provided to the generator by Franchisee, unless otherwise authorized by Franchisee. The loaded weight of a receptacle will comply with the manufacturer's specifications. Except for drop boxes, receptacles will be (a) equipped with lids sufficient to keep out water and to prevent disturbance by animals and entrance of pests, (b) kept closed, except when being filled, emptied, or cleaned, and (c) kept in a clean, leak-proof, and sanitary condition by the generator of the solid waste. When materials or customer abuse, fire, or vandalism cause excessive wear, damage, or loss of a receptacle provided by Franchisee, the reasonable costs of repair or replacement may be charged to the customer.

8.9 Unauthorized Removal or Entry. No person will remove solid waste placed out for collection, except the person so placing the material or Franchisee. No person will enter into a receptacle for the purpose of compacting, disturbing, or scattering the contents of the receptacle. No person will use public litter receptacles for the disposal of household, commercial, or industrial waste.

8.10 Customer Penalties. Any violation of Sections 8.2, 8.4, 8.6, 8.7, 8.8, and 8.10 are punishable by a penalty of up to \$500 per violation. Each day of continued violation is a separate offense and may be addressed in a separate action or may be joined in one action.

9. Resource Recovery.

9.1 Resource Recovery Application. Except as expressly provided under this Ordinance, no person may engage in resource recovery services without first applying for and obtaining a resource recovery franchise under this Section 9.1; provided, however, Franchisee is approved to provide resource recovery services under this Ordinance. The application will be in writing (in form acceptable to City) and will contain such information and documentation City may require, including, without limitation, a description of the resource recovery collection services for which the license is sought, the manner in which the applicant proposes to provide the resource recovery services, the proposed length of time the services will be provided, and such other information as City may require.

9.2 Criteria for Consideration. City will review any application submitted in accordance with Section 9.1 and determine whether there is a showing of need for such a license. City's determination of the need for the license may be based on, without limitation, the following: (a) whether Franchisee is providing the same or similar resource recovery services; (b) whether Franchisee has been or is in the process of arranging to provide such resource recovery services; (c) if Franchisee is not at the time providing, nor in the process of arranging to provide, such resources recovery services, whether Franchisee has any objections to the granting of such license; and/or (d) whether the applicant for such license has the financial and other means to provide such resource recovery service.

9.3 Grant or Denial of License. The City Council will consider the criteria described under Section 9.2 to assist in City's determination whether there is a showing of need for the applicable license and whether the applicant is qualified to provide such resource recovery service. If the license is granted, City may impose upon such approval and make the license subject to any reasonable requirements relating to the resource recovery service under the license. To ensure continuity of the proposed service, the licensee may be required to, among other things, post a performance bond in a reasonable amount not exceeding \$10,000.00 guaranteeing that such service will be continued for such period of time as City will determine. In addition to any other conditions City may impose, City may condition the issuance of any resource recovery license on the licensee's payment of a franchise fee to City.

10. Expanded Services.

10.1 Expanded Service Application. If a new service or substantial expansion of an existing service is proposed by City or another person other than Franchisee, City or the other person will submit application concerning the new service or expansion of the existing service in writing (in form acceptable to City). The application will contain such information and documentation City may require, including, without limitation, a description of the new or expanded service, the manner in which the applicant (other than City) proposes to provide the new or expanded service, the proposed length of time the service will be provided, and such other information as City may require. City will provide Franchisee written notice of an application received under this Section 10.1.

10.2 Consideration Criteria. No less than sixty (60) days after City's receipt of a completed application under Section 10.1, the Council will review the application and determine whether there is a showing of need for the new or expanded service. The Council's evaluation/determination will place primary emphasis on the following factors and objectives: (a) the public need for the proposed service; (b) importance of providing proper service to all properties; (c) cooperation with other governmental units to encourage the development of the highest quality and degree of solid waste management possible for the local and regional service areas; and/or (d) proper consideration

at all times to the public interests and considerations for the future, as well as for the present needs of the community.

10.3 Grant or Denial of Expanded Services. If the Council determines that there is a need for the proposed additional or expanded service, City will provide Franchisee written notice of the Council's determination. Upon issuance of the notice, Franchisee will have thirty (30) days within which to commit to providing the new or expanded service or reject the new or expanded service. If Franchisee commits to providing the new or expanded service, City and Franchisee will amend this Ordinance to include the new or expanded service. If Franchisee rejects the new or expanded service, the Council may issue a franchise to another person for the new or expanded service, place the new or expanded service under limited permit or license, or withdraw the new or expanded service under this Ordinance.

11. Enforcement; Penalties.

11.1 City Enforcement. In addition to all other rights and remedies available to City under this Ordinance and/or applicable law, City may enforce this Ordinance by administrative, civil, and/or criminal action or any combination as necessary to obtain compliance with this Ordinance. The Council may take such legislative action as necessary to support the Ordinance and the Franchise granted.

11.2 Franchisee Enforcement. Subject to the terms and conditions contained in this Ordinance, Franchisee will have a cause of action in Jefferson County Circuit Court against any person providing sanitary collection services in City's incorporated limits without first having obtained a franchise or other exemption under this Ordinance. The cause of action includes any appropriate relief, including injunctive relief. Before Franchisee may commence a civil action, Franchisee must provide thirty (30) days' prior written notice to the city administrator. The city administrator may elect either to enforce the provisions of this Ordinance or allow Franchisee to commence a civil action in Jefferson County Circuit Court against the person in violation of this Ordinance. If the city administrator fails to respond to the notice provided under this Section 11.2, Franchisee may proceed with the civil action. Franchisee will not commence a civil action if the city administrator is pursuing enforcement actions.

11.3 Penalties.

11.3.1 Warnings. The city administrator may issue warnings, citations, and/or orders to any person violating this Ordinance.

11.3.2 Violations. Violation of this Ordinance is an infraction and is punishable by a fine of no less than \$100.00 and no more than \$500.00, which sums may be amended by Council resolution from time to time. The second and subsequent violation of the same provision of this Ordinance in any one-year period is punishable by a fine of no less than \$250.00 and no more than \$1,000.00.

11.3.3 Separate Violations. Each violation will constitute a separate offense. Continuing violations of the same offense will not constitute a separate offense for each day the violation occurs. The rights and remedies imposed under this Ordinance are in addition to, and not in lieu of, any other rights and remedies available to City. If any provision of this Ordinance is violated by a firm, corporation, limited liability company, or any other legal entity, the directors, officers, shareholders, managers, members, partners, and similarly situated persons will be personally subject to the penalties imposed under this Ordinance. In addition to any other penalty provided by law, a person adjudged responsible for violation of any of the provisions of this Ordinance may be ordered by the city administrator or court to correct the violation.

12. Miscellaneous.

12.1 Assignment or Transfer of Franchise. Subject to the terms and conditions contained in this Ordinance, Franchisee will not Transfer all or any part of Franchisee's interest in or to this franchise and/or this Ordinance without City's prior written consent, which consent will not be unreasonably withheld, conditioned,

and/or delayed. If City consents to a Transfer, the following will apply: (a) the terms and conditions of this Ordinance (and the franchise) will in no way be deemed to have been waived or modified; (b) consent will not be deemed consent to any further Transfer; (c) acceptance of any franchise fees by City from any other person will not be deemed a waiver by City of any provision of this Ordinance; (d) Franchisee will pay all fees, costs, and expenses incurred by City in considering and/or consenting to a Transfer; and (e) no Transfer relating to this Ordinance, whether with or without City's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Franchisee may have under this Ordinance. City may consent to subsequent assignments, subletting, and/or amendments or modifications to this Ordinance with assignees of Franchisee without notifying Franchisee, or any successor of Franchisee, and without obtaining its or their consent thereto and such action will not relieve Franchisee of any liability under this Ordinance. Subject to the terms and conditions contained in this Section 12.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit.

12.2 Severability; Governing Law; Venue. If all or any portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by any federal, state, and/or local legislation, rules, regulations, and/or decisions, the remainder of this Ordinance will not be affected but will be deemed as a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions hereof, and each remaining provision of this Ordinance will be valid and enforceable to the fullest extent permitted by law. If any federal, state, and/or local laws, rules, ordinances, and/or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision will be read to be preempted to the extent and the time required by law. This Ordinance is subject to all applicable laws. Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Jefferson County, Oregon, or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon, or the United States District Court for the District of Oregon.

12.3 Attorney Fees; Action by the Parties. If a suit, action, arbitration, and/or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. In any action mandated or permitted by City and/or Franchisee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either Franchisee or City is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, and/or delayed.

12.4 Compliance with Laws; Notices. Franchisee will comply with all applicable laws. The rights and privileges granted by City under this Ordinance extend only to the extent of City's right or authority to grant a franchise to occupy and use the right-of-ways for this franchise. All notices or other communications required or permitted by this Ordinance must be in writing, must be delivered to the parties at the addresses set forth in Appendix A, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

12.5 Person; Interpretation; Expenses. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day. Notwithstanding anything contained in this Ordinance to the contrary,

Franchisee will bear all fees, costs, and expenses incurred or arising out of Franchisee’s performance of its obligations under this Ordinance.

12.6 Entire Agreement; Corrections; Late Fees. This Ordinance contains the entire agreement and understanding between the parties with respect to the subject matter of this Ordinance and contains all the terms and conditions of the parties’ agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Franchisee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and clerical errors. If any franchise fees and/or other payment due from Franchisee is not received by City within ten (10) days after it is due, Franchisee will pay a late fee equal to ten percent (10%) of the payment or Two Hundred Dollars (\$200.00), whichever is greater (a “late fee”). In addition, a charge of one and one-half percent (1.5%) per month on the amount past due (a “late charge”) will be charged from the due date for such payment until the past due amount is paid in full. City may levy and collect a late fee and/or late charge in addition to all other remedies available for Franchisee’s failure to timely pay any franchise fees and/or other payment due from Franchisee.

12.7 Original Franchise; Franchisee Acceptance. City and Franchisee acknowledge and agree that the term of the Original Franchise is extended to the day immediately preceding the effective date. The Original Franchise will be deemed expired and of no further force and effect on the day immediately preceding the effective date; provided, however, the expiration of the Original Franchise will not relieve and/or constitute a waiver and/or release of any party’s obligations that have accrued prior to the expiration. Franchisee represents, warrants, and covenants the following to City: (a) Franchisee is a duly organized corporation, validly existing under the laws of the State of Oregon; (b) Franchisee has full power and authority to sign and deliver the acceptance and to perform all Franchisee’s obligations under this Ordinance; and (c) Franchisee’s obligations under this Ordinance are legal, valid, and binding obligations of Franchisee, enforceable against Franchisee in accordance with their terms. Within thirty (30) days after City’s passage of this Ordinance, Franchisee will file with City the written acceptance attached hereto as Exhibit A (the “acceptance”). If Franchisee fails to timely file the acceptance with City, this Ordinance (and the Franchise granted hereunder) will be deemed null, void, and repealed by City in all respects without further act by City.

This Ordinance was PASSED and ADOPTED by the Madras City Council by a vote of ___ for and ___ against and APPROVED by the mayor on this 14th day of November, 2023.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

Appendix A
Definitions

For purposes of this Ordinance, the following terms have the following meanings:

“Acceptance” has the meaning assigned to such term in Section 12.7.

“Accounting statement” has the meaning assigned to such term in Section 5.1.

“Bin” means a receptacle provided by Franchisee to be used by Franchisee’s customers for the containment and disposal of recyclable material.

“Can” means a receptacle owned by a customer to be used for the containment and disposal of solid waste. A customer’s use of a can requires manual collection service.

“Cart” means a receptacle provided by Franchisee to be used by its customers for the containment and disposal of solid waste or recyclable material. A customer’s use of a cart requires mechanical collection service.

“City” has the meaning assigned to such term in the preamble, whose address is 125 SW E Street, Madras, Oregon 97741.

“City Council” or “Council” means City’s then-elected or appointed Madras City Council.

“City administrator” means City’s then-appointed city administrator (or his or her designee).

“Compacting” or “compaction” refers to engaging in, or the process of, shredding material or the manual or mechanical compression of material.

“Compensation” means (a) any type of consideration paid for service including, without limitation, rent and the proceeds from resource recovery and any direct or indirect provision for payment of money, goods, services or benefits by tenants, lessees, occupants, or similar persons as part of rent, (b) the exchange of service between persons, and (c) the flow of consideration from the person owning or possessing the solid waste to the person providing service, or from the person providing service to the person owning or possessing the same.

“Construction and demolition waste” means solid waste resulting from the construction, repair, and/or demolition of buildings, roads, and other structures.

“Container(s)” means a receptacle provided by Franchisee (that may be referred to as a ‘dumpster’), that is one to ten (10) yards in size and is used primarily by commercial customers for the containment and disposal of solid waste or recyclable material.

“CPI” has the meaning assigned to such term in Section 4.2.2.

“Damage(s)” means any and all costs, claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind and nature whatsoever, including, without limitation, attorney fees.

“Dispose” and/or “disposal” means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of solid waste.

“Drop box” means a single container designed for storage and collection of large volumes of solid waste or recyclable materials, which is usually ten (10) cubic yards or larger in size, and provides for transportation of large volumes of solid waste or recyclable material to a disposal site for transfer, land-filling, recycling, materials recovery or utilization, and then emptied and returned to either its original location or some other location.

“Effective Date” means December 13, 2023, subject to the terms and conditions contained in this Ordinance.

“Environmental law(s)” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, and/or the environment.

“Franchise” means the authorization to operate a solid waste management and recycling service, including all mutual rights, duties, and obligations of Franchisee and City contained in this Ordinance.

“Franchisee” has the meaning assigned to such term in the recitals, whose address is 1778 NW Mill Street, Madras, Oregon 97741.

“Franchise fee(s)” has the meaning assigned to such term in Section 5.1.

“Generator(s)” means the person who produces solid waste or recyclable material to be placed, or that is placed, for collection; provided, however, “generator” does not include any person who manages an intermediate function resulting in the alteration or compaction of the solid waste or recyclable material after it has been produced by the generator and placed for collection and disposal.

“Gross revenue(s)” means all revenues derived from Franchisee’s provision of solid waste management for solid waste and/or recyclable materials within City, less net uncollectables.

“Hazardous waste” means any hazardous waste as defined in ORS 466.005, as amended.

“Infectious waste” means any infectious waste as defined in ORS 459.386, as amended.

“Late charge” has the meaning assigned to such term in Section 12.6.

“Late fee” has the meaning assigned to such term in Section 12.6.

“Law(s)” means all applicable federal, state, and local restrictions, declarations, statutes, orders, laws, rules, regulations, codes, and ordinances, including, without limitation, any City ordinances and regulations, environmental laws, and any laws concerning or affecting the provision of solid waste management services, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Ordinance” has the meaning assigned to such term in the recitals.

“Original franchise” has the meaning assigned to such term in the recitals.

“ORS” has the meaning assigned to such term in Section 2.4(k).

“Placed for collection” means to put solid waste, recyclable material, and/or yard debris out for collection by Franchisee, as provided in this Ordinance.

“Putrescible material(s)” means organic materials that can decompose, which may create foul-smelling and/or offensive odors and/or products.

“Rate schedule” has the meaning assigned to such term in Section 4.1.

“Receptacle(s)” means a can, cart, bin, container, drop box, or other vessel used for the disposal of solid waste and recycling that has been approved by City, and into which solid waste, recyclable material, or yard debris may be placed for collection.

“Recyclable material(s)” means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

“Recycling” means any process, including, without limitation, mixed recycling, by which solid waste is transformed into new or different products in such a manner that the original products may lose their original identity. As used in this Ordinance, “recycling” includes the collection, transportation, and storage of solid waste done to place the solid waste in the stream of commerce for recycling or resource recovery.

“Representative(s)” means the affiliates, directors, officers, shareholders, managers, members, employees, contractors, agents, representatives, and/or volunteers of the identified person.

“Resource recovery” means the process of obtaining useful material or energy resources from solid waste, including, without limitation, reuse, recycling, and other material recovery or energy recovery of or from solid waste.

“Reuse” means the return of waste into the economic stream, to the same or similar use or application without change in the waste’s identity.

“Right-of-way(s)” means the public streets, alleys, avenues, thoroughfares, highways, places, and grounds located within City which are owned and controlled by City.

“Solid waste(s)” means all useless or discarded putrescible and non-putrescible materials, including, without limitation, the following: (a) garbage, rubbish, refuse, ashes, and/or swill; (b) newsprint or wastepaper; (c) corrugated or cardboard; (d) residential, commercial, industrial, construction, demolition, governmental, and/or institutional wastes; (e) discarded or abandoned vehicles or parts; (f) discarded home or industrial appliances; (g) equipment or furniture; (h) manure, vegetable, or animal solid and semi-solid wastes; (i) dead animals; and (j) infectious waste. “Solid waste” does not include (x) hazardous waste, (y) sewage sludge and septic tank and cesspool pumpings or chemical toilet wastes, and/or (z) reusable “beverage containers” as defined under ORS 459A.700.

“Solid waste management” means the collection, transportation, transfer, storage, treatment, utilization, processing, reuse, recycling, special service, disposal of, and/or resource recovery from solid waste (including services necessary to provide solid waste management).

“Solid waste management service(s)” or “services” means the provision of solid waste management.

“Source separated” means the segregation or separation, by the waste generator, of materials into different containers for the purpose of additional sorting or processing those materials for recycling, recovery, or reuse in order to return them to economic markets.

“Source separated recyclables” means recyclables that have been separated from the solid waste stream at the source of generation for recycling purposes and that are not mixed with solid waste other than residual solid waste.

“Transfer” means any transfer and/or conveyance, including, without limitation, any sale, assignment, mortgage, lease, sublease, lien, license, conveyance, and/or encumbrance, whether directly, indirectly, voluntarily, involuntarily, or by operation of law. The term “Transfer” includes the sale, assignment, encumbrance, or transfer – or series of related sales, assignments, encumbrances, and/or transfers – of fifty percent (50%) or more of the shares, membership units, and/or other ownership interest of Franchisee, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

“Transfer station” means any area designated by Jefferson County as a solid waste transfer station.

“Waste(s)” means any material that is no longer wanted by or is no longer usable by the generator, producer, or source of the material, which material is to be disposed of or to be resource-recovered by another

person. Even though materials which would otherwise come within the definition of “waste” may, from time to time, have value and, thus, be resource-recovered, does not remove them from this definition. Source-separated materials are “waste” within this definition.

Exhibit A
Franchisee Acceptance

The forgoing Ordinance No. 981 adopted by City of Madras on November 14, 2023, consisting of 18 pages, which includes this acceptance, schedules, and other attachments, is approved, accepted, and agreed upon by Owanjay Services, Inc., an Oregon corporation d/b/a Madras Sanitary Service.

Owanjay Services, Inc.,
an Oregon corporation d/b/a Madras Sanitary Service

By: Melanie Widmer, President

Schedule 4.1
Rate Schedule

Franchisee will not charge more than the following identified rates for its provision of the franchised services under this Ordinance:

[attached]

Current Monthly Madras Rates (as of November, 2023. Last revised October, 2018)

32 gallon cart

Weekly	\$22.36
Every other week	\$12.30
Monthly	\$9.63
When Out	\$10.11 per pick up

64 gallon cart

Weekly	\$37.48
Every other week	\$21.44
Monthly	\$11.56
When Out	\$11.56 per pick up

95 gallon cart

Weekly	\$50.81
Every other week	\$28.55
Monthly	\$14.45
When Out	\$15.17 per pick up

{For carry-out service: additional \$4.30 for 32 gal.; \$7.50 for 64 gal.; \$8.30 for 95 gal. Per month}

1 yard container

1 X Week	\$108.18
2 X Week	\$216.36
3 X Week	\$324.54
4 X Week	\$432.72
5 X Week	\$540.90
1 X Month	\$27.05
On Call or Every Other Week	\$27.05 per dump

{Rent is 8.50 per month or double if it isn't dumped that month}

1.5 yard container

1 X Week	\$153.99
2 X Week	\$307.97

3 X Week	\$461.96
4 X Week	\$615.94
5 X Week	\$769.93
1 X Month	\$38.50
On Call or Every Other Week	\$38.50 per dump

{Rent is 10.50 per month or double if it isn't dumped that month}

2 yard container

1 X Week	\$197.10
2 X Week	\$394.20
3 X Week	\$591.30
4 X Week	\$788.40
5 X Week	\$985.50
1 X Month	\$49.28
On Call or Every Other Week	\$49.28 per dump

{Rent is 12.50 per month or double if it isn't dumped that month}

20 yard & 30 yard drop box

Set out	\$30.00
Haul fee	\$90.00 (20yd.) \$100.00 (30yd.)
Disposal	\$85.00 per ton
Rent	\$7.00 per day after first 48 hours, or over the weekend.

(Reduced rent on permanent boxes: \$180 per month or \$55.00 per month if two or more dumps per month)