



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, January 9, 2024 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=MIJ3Zzh0Yzg0ZkhwOTZ0REgrWTFYdz09>

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. Madras Redevelopment Commission Meeting Minutes - November 14, 2023
2. Madras Redevelopment Commission Work Session Minutes - December 7, 2023
3. Madras Redevelopment Commission Meeting Minutes - December 12, 2023

VII. Regular Agenda

1. Authorization to Proceed with Long-Term Financing for MRC Debt
Nicholas Snead, Community Development Director, 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)

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

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. Council Work Session Minutes - November 13, 2023
2. City Council Meeting Minutes - November 14, 2023
3. Council Work Session Minutes - December 11, 2023
4. City Council Meeting Minutes - December 12, 2023

VI. Regular Agenda

1. Appointment of Finance Director
Nicholas Snead, Community Development Director
2. Resolution No. 01-2024 for MACRD on a New Taxing District
Nicholas Snead, Community Development Director
3. Golf Course Cart Rental Agreement
Jeff Hurd, Public Works Director
4. Olive Street - Deed of Dedication
Jeff Hurd, Public Works Director
5. Approval of Professional Services Agreement for Global Grants Services
Nicholas Snead, Community Development Director
6. Approval of Professional Services Agreement for Hearings Officer Services
Nicholas Snead, Community Development Director
7. Memorandum of Understanding with Jefferson County Faith Based Network and City of Madras
Jeff Hurd, Public Works Director
8. Berg/Fuller Ground Lease
Jeff Hurd, Public Works Director
9. World Fuel Contract Extension
Jeff Hurd, Public Works Director
10. Amendment #1 to Task Order 01-2023 10th Street design
Jeff Hurd, Public Works Director
11. Amendment to COIC Grant Agreement for Warming Shelter
Jeff Hurd, Public Works Director

12. Construction Services Contract between J&S Construction and City of Madras for FATO Markers

Jeff Hurd, Public Works Director

13. 10th Street Extension - Hoffman

Jeff Hurd, Public Works Director

VII. Department Reports / Committee Updates

VIII. Adjourn Council Meeting

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: January 9, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director, Rose Vanderschaegen, Interim Finance Director
Through: Will Ibershof, City Administrator
Subject: **AUTHORIZATION TO PROCEED WITH LONG-TERM FINANCING FOR MRC DEBT**
Consider debt refinancing options and authorize staff to proceed as directed by the MRC.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC authorize staff to begin the process of issuing a bond or bonds to refund all or a portion of its \$1,900,000 MURD line of credit promissory note and \$1,000,000 HURD line of credit promissory note plus secure additional funds as deemed appropriate by MRC.

OVERVIEW:

City staff provided an overview of the MRC's current debt obligations at the December 7, 2023 MRC Work Session. At this Work Session staff provided three (3) options for refinancing their current Line of Credit (LOC) into long-term financing which will have a lower fixed-interest rate. This will provide more predictable debt service costs and allow the MRC greater flexibility in financing future projects in the Districts. In order to proceed with converting the LOC into long-term financing, the MRC will need to take formal action and direct staff accordingly based on what they determine to be appropriate.

In so doing, at the January 9, 2024 MRC meeting staff will provide a quick overview of the MRC's current debt obligations, identify three re-financing options, and request that the MRC take formal action to identify which refinancing option staff will pursue. Specifically, staff recommends that the MRC authorize staff to begin the process of issuing a bond or bonds to refund all or a portion of its \$1,900,000 MURD line of credit promissory note and \$1,000,000 HURD line of credit promissory note plus secure additional funds as deemed appropriate by MRC. Depending on the action taken by the MRC on January 9, 2024, it will require about 6 months to obtain the necessary financing and additional reports, authorizations, or otherwise may be needed by the MRC.

STAFF ANALYSIS:

In terms of urban renewal finance, it is important to remember that TIF revenues do not equal the dollars available for projects. TIF revenues are used to pay debt service on debt that pays for project costs. Thus, a financial analysis needs to make assumptions on the type of debt that will be incurred by the TIF agency, and the terms associated with that debt (for example, interest rates, coverage ratios, reserve requirements, issuance costs, and amortization period). The best practice for urban renewal finance is to debt finance district projects and operations. This allows urban renewal districts to accomplish the goals of their urban renewal plans (blight removal)

more quickly and effectively by enabling larger projects to be financed. Local taxing districts often support debt financing urban renewal projects because it reduces the life of an urban renewal district and returns property to their tax rolls. Administratively, it is better to debt finance an urban renewal district because it is easier to track the amount of indebtedness a district has because financial instruments (lines of credit, bonds, contractual debt, etc..) are easier to quantify than annual forensic audits of a district's expenditures.

The MRC's current LOC (\$1.9 million, 7.5% interest) that has funded MRC projects is anticipated to run out in June of 2024. In the past, the MRC has converted their LOC into a long-term debt issuance (tax exempt bonds). As discussed in greater detail below, refinancing the \$1.9 million LOC with tax-exempt bonds (Opt. 2, Table 1 below) is recommended by staff and the City's financial advisor. The three financing options are discussed in greater detail below.

Option 1:

This option would utilize the Districts' cash (property tax revenue) which would pay down the \$1.9 million LOC. However, it would significantly decrease the amount of property tax revenue available to the Districts that could be used to make interest only payments on LOC borrowings to finance future projects. Staff is concerned that this option will not allow the Districts to afford LOC interest only payments that will be needed to finance future projects. This option will not provide the financial capacity to afford any significant future investments within the Districts. Furthermore, using property tax revenues to finance projects is inconsistent with urban renewal best practices.

Option 2:

This option would pay down the \$1.9 million LOC while minimizing the amount of property tax revenue needed to service long-term debt (20-year tax-exempt bond). At the same time, it will allow the Districts to utilize remaining property tax revenue to afford LOC interest only payment that will be needed to finance future projects during FY 23-24 and FY 24-25. Furthermore, tax-exempt bonds have more favorable financing terms when compared to Options 1 and 3, or any other financial instrument. The City's financial advisory estimates the bonds to be issued at approximately 5% with a 20-year term. A tax-exempt bond issuance is consistent with urban renewal best practices.

Option 3:

This option is very challenging and is not as effective as other options. Utilizing City or County financing would provide short-term (1-2 years) financing of the \$1.9 million and would likely delay a bond issuance (Option 2) by 1-2 years. Utilizing City financing would require authorization from the Madras City Council. Furthermore, the impacts of the City allowing its resources to finance urban renewal debt would have impacts to City's General Fund (Administration, Community Development, Parks, Police, Finance, and Non-Departmental) activities. Staff anticipates the City's resources that would refinance the LOC would impact the City Council's desires to fund Police and economic development. Similarly, utilizing a 2-year loan from Jefferson County would also provide short-term (1-2 years) financing of the \$1.9 million and would likely delay a bond issuance (Option 2) by 1-2 years. Staff anticipates the interest rate on a County loan to be around 5%. While the County loan interest rate may be nearly the same as a bond interest rate, this borrowing would exhaust the Districts' cash. The net effect is that District cash would be exhausted and the need for a bond issuance would remain in 1-2 years and thereby provide no material benefit to the Districts. Finally, this option will not provide the financial capacity to afford any significant future investments within the Districts.

Best Practices for Tax Increment Financing Agencies in Oregon, 2019, pg. 66, Section 6. Financing.

Table 1. Summary of MRC Debt Refinance Options.

	Opt. 1: Use Districts' Cash	Opt. 2: Bond Refinance LOC	Opt. 3: City or County Financing
Pros	<ul style="list-style-type: none"> • Pay down LOC • No new debt issued 	<ul style="list-style-type: none"> • Consistent with consultant guidance & debt financing obligation • Increased LOC capacity • Amortize debt service over 20 years • No LOC interest payments 	<ul style="list-style-type: none"> • Temporarily reduce LOC interest payments cost
Cons	<ul style="list-style-type: none"> • No new projects for at least 1 year • Inconsistent with Districts' debt financing obligation • Cash balances greatly reduced • Limits ability to transition from temporary to permanent financing • Limits expenses (investments) in the future • LOC principal & interest payments remain the same 	<ul style="list-style-type: none"> • No new projects for at least 1 year • Debt service cost increase 	<ul style="list-style-type: none"> • No new projects for at least 2 years • Shorter loan term (e.g. 2 year term) • Debt service amortized over 1-2 fiscal years • Impact City budget in ways not fully understood • Permanent financing will still be needed
Notes	<ul style="list-style-type: none"> • Cash financing projects 	<ul style="list-style-type: none"> • No new projects funded until Jan. 2025 • FY 24-25 Tax Revenue will indicate capacity for new projects. 	<ul style="list-style-type: none"> • Subject to agency loan terms

Alternative Option:

It is important to note that the MRC is likely able to issue additional bonds in excess of the \$1.9

million LOC to finance future projects. Staff anticipates the need for an additional \$1.1 million LOC to finance future projects. Issuing additional bonds beyond the \$1.9 million LOC would allow the MRC finance \$1.1 million at about 5% interest over 20-years. Issuing more bonds than what is needed is recommended in cases where urban renewal districts have extremely healthy property tax revenues and the bond market has favorable financing. Urban renewal districts may legally issue bonds prospectively to finance projects within a district. However, staff is not forecasting a tremendous increase in property tax revenues to each District. Staff is also not forecasting tax-exempt bond interest rates to significantly decrease in the next 6 months such that it would be advantageous to issue bonds at a low interest rate compared to future bond interest rates, comparatively. Additionally, issuing additional bonds beyond the LOC to fund future projects would increase debt service costs moving forward. This is where the value of a Line of Credit is seen because it allows the MRC to borrow funds to fund projects, as needed, and thereby control debt service costs while property tax revenues grow and allow for a line of credit to be converted into long-term financing (tax-exempt bonds). Staff does not recommend this option as there isn't sufficient property tax revenue to service the associated debt and therefore staff does not see the need to fund qualifying projects totaling \$1.1 million.

Funding for Projects During Refinancing:

At the December 7, 2023 MRC Work Session, Commissioners expressed concerns about not having the financial ability to fund new projects during calendar year 2024. In response, staff has determined that they may be able to delay funding available from two previously approved projects and use that funding included in the \$1.9 million LOC to fund other projects in the meantime. Staff has identified that the Harriman Building Patio Renovation and Rio Building and Patio Renovation projects haven't started construction. Staff met with each of the property owners and discussed the desire to put their projects on hold for 3 years (January 2027) and allow them to draw funds for the projects in 2027. Both property owners were open to that. This would provide the MRC about \$500,000 of funding that is being financing in this current refinance effort, to be reallocated to other projects during calendar years 2024 and 2025. It would require the MRC and the property owners for each project to mutually agree to amended terms in their respective grant and loan documents accordingly. If this is of interest to the MRC, staff would organize a report to the MRC from each property owner on their respective project at a January or February MRC meeting at which time the amended terms of their agreement would be discussed and hopefully agreed upon by both parties. Thereafter, staff would work with the City Attorney to prepare the necessary amending grant and loan documents that the MRC would consider approving at a meeting in February or March of 2024.

FISCAL INFORMATION:

Fiscal impacts are not fully known at this time. However, staff and the City's financial advisory will provide this information to the MRC as it's known.

SUPPORTING DOCUMENTATION:

See attached.



MRC Financial Review

MRC Work Session

December 7, 2023

Rose Vanderschaegen, Interim Finance Director

Nicholas Snead, Community Development Director

Fatima Taha, Associate Planner



Context

- Use public's money wisely
- Consider current & future debt service needs
- Effectively administer urban renew programs
- Understand factors affecting MRC investments

MURD - Project List



District	Project	Grant	Loan	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
MURD	Current MRC LOC	\$683,000	\$ -		N/A	N/A	N/A	
MURD	Bunkhouse	\$440,000	\$ -		\$110,000	\$110,000	\$110,000	\$110,000
MURD	Love's	\$140,000	\$ -		\$70,000	\$70,000	\$ -	\$ -
MURD	Rio's	\$150,000	\$200,000	\$ -	\$280,000	\$70,000	\$ -	\$ -
MURD	Harriman	\$50,000	\$100,000	\$ -	\$120,000	\$30,000	\$ -	\$ -
MURD	The Basin	\$60,000	\$450,000	\$ -	\$408,000	\$102,000	\$ -	\$ -
MURD	Initiative Brewing	\$200,000	\$900,000	\$ -	\$1,100,000	\$ -	\$ -	\$ -
MURD	Shangrilla**	\$150,000	\$ -	\$ -	\$ -	\$150,000	\$ -	\$ -
MURD	The Stagg		\$ -	\$ -	included in LOC	\$ -	\$ -	\$ -
MURD	US 97: Earl-Colfax Streetscape**	\$500,000	\$ -	\$ -	\$ -	\$ -	\$500,000	\$ -
MURD	Ertle/Starbucks**	\$85,000	\$ -	\$ -	\$85,000	\$ -	\$ -	\$ -
MURD	Metro PCS		\$ -	\$ -	included in LOC	\$ -	\$ -	\$ -
MURD	Wild Winds	\$49,000		\$ -	\$49,000			
MURD	Olive Street	\$300,000				\$ 300,000		
TOTAL		\$2,807,000	\$1,650,000	\$ -	\$2,222,000	\$832,000	\$610,000	\$110,000

HURD - Project List



District	Project	Grant	Loan	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
	Current HURD LOC	\$322,000										
HURD	Yarrow Phase 1	\$374,328		\$111,864	\$48,852	\$50,318	\$51,827	\$53,382	\$54,984	\$56,633	\$58,332	\$ -
HURD	Yarrow Phase 2	\$750,000				\$107,143	\$107,143	\$107,143	\$107,143	\$107,143	\$107,143	\$107,143
HURD	Willowbrook	\$317,324		\$37,786	\$174,922	\$180,170	\$185,575	\$191,142	\$196,876	\$202,783	\$160,411	
HURD	Sagebrook	\$45,600			\$45,600							
HURD	Treasure Hills	\$519,499		\$ -	\$163,774	\$85,028	\$87,579	\$90,206	\$92,912	\$ -	\$ -	\$ -
HURD	Juniper Crossing Sewer Extension											
HURD	Morning Crest Ph 6	\$159,161			\$ -	\$ -	\$ -	\$26,379	\$42,959	\$ 44,248	\$ 45,575	\$ -
HURD	Jeff. Co. Fire per Plan	\$500,000									\$ 500,000	
TOTAL		\$2,987,912	\$ -	\$149,650	\$433,148	\$422,659	\$432,124	\$468,251	\$ 494,874	\$ 410,807	\$ 871,461	\$107,143



Current long-term debt

2021 line of credit refinancing:

Loan amount	\$1,030,000
Current balance	\$950,000
Issued	10/12/2021
Matures	6/30/2041
Interest Rate	3.0%
Annual Payment	\$70,000



Current long-term debt, cont.

2017 line of credit refunding:

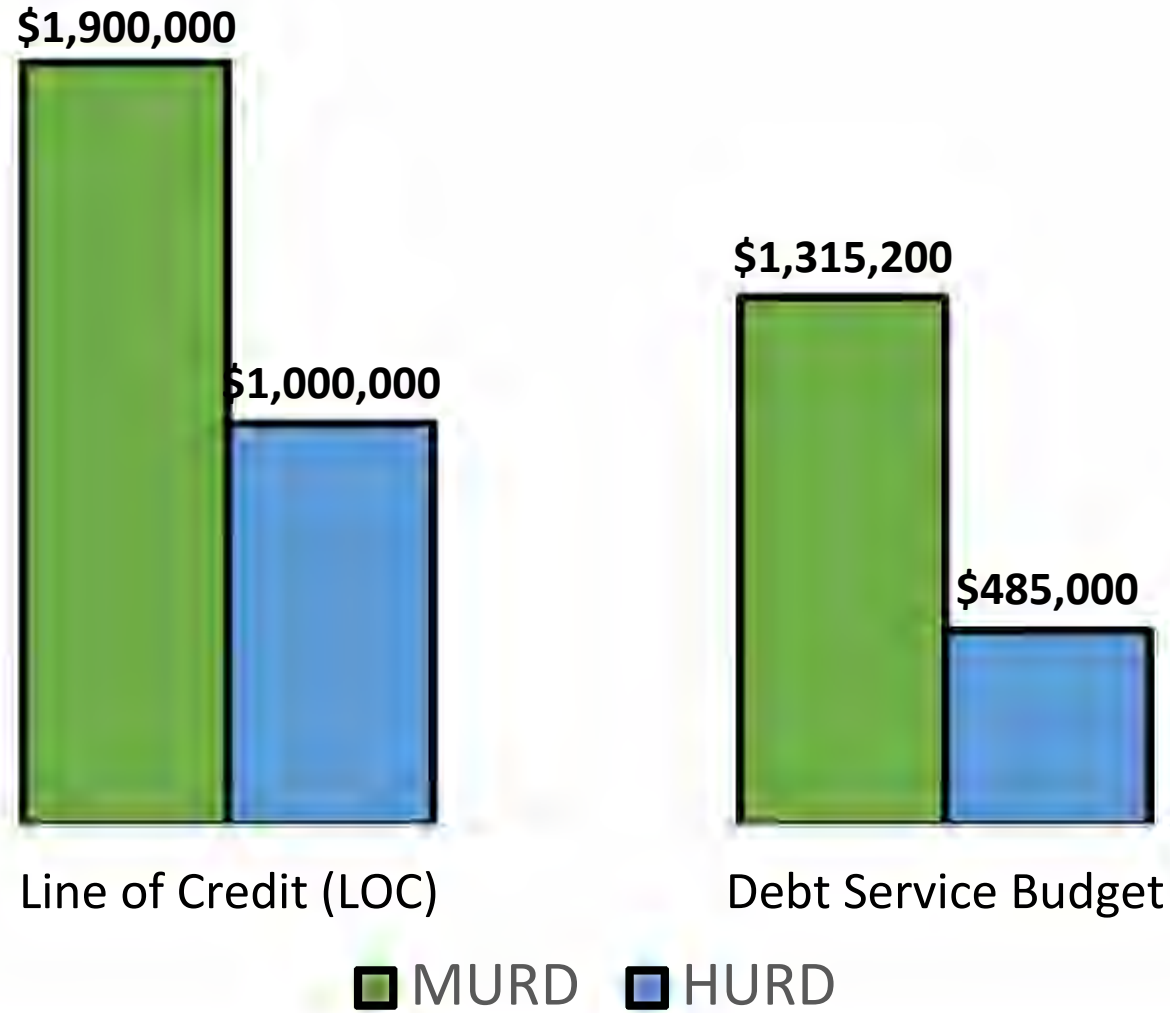
Loan amount	\$1,770,000
Current balance	\$1,395,000
Issued	6/1/2017
Matures	6/30/2032
Interest Rate	3.5%
Annual Payment	\$180,000



Proposal from DA Davison

Amount Borrowed	Annual Debt Service – 4.6%-5.2%
\$1,000,000	\$82,500
\$2,000,000	\$158,000
\$3,000,000	\$235,000
\$4,000,000	\$310,000

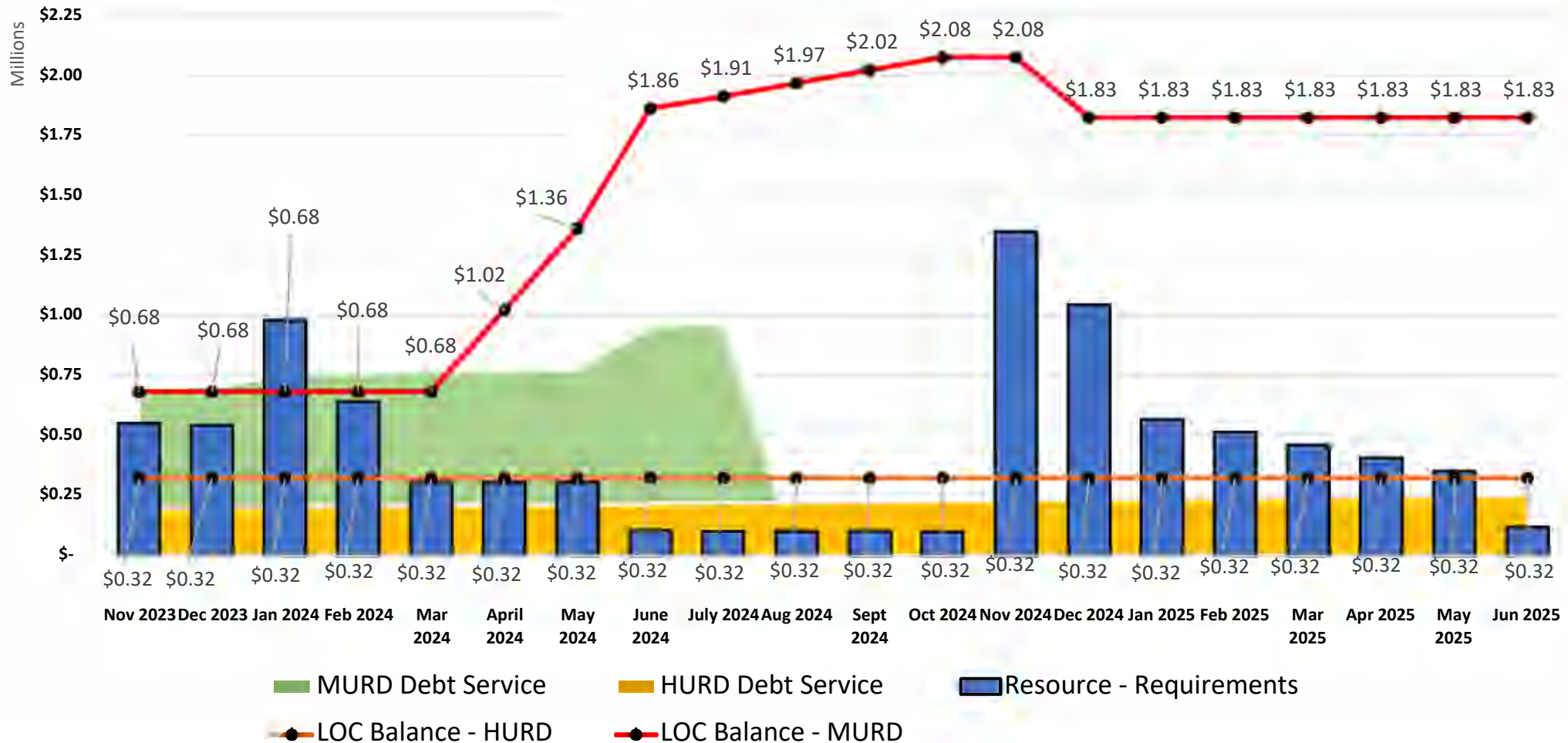
Parameters



Through FY 2025



Line of Credit (LOC) and Debt Service Projection



Options Moving Forward

	OPTION 1: Use District Cash	OPTION 2: Bond Issuance Re-Fi LOC in Q3 & Q4 of FY 23-24	Option 3: City/County Financing
PROS	<ul style="list-style-type: none"> • Pay down LOC • No new debt issued 	<ul style="list-style-type: none"> • Consistent with consultant guidance & debt financing obligation • Increased LOC capacity • Amortize debt service over 20 years • No LOC interest payments 	<ul style="list-style-type: none"> • Temporarily reduce LOC interest payments cost
CONS	<ul style="list-style-type: none"> • No new projects for at least 1 year • Inconsistent with Districts' debt financing obligation • Cash balances greatly reduced • Limits ability to transition from temporary to permanent financing • Limits expenses (investments) in the future • LOC principal & interest payments remain the same 	<ul style="list-style-type: none"> • No new projects for at least 1 year • Debt service cost increase 	<ul style="list-style-type: none"> • No new projects for at least 2 years • Shorter loan term (e.g. 2 year term) • Debt service amortized over 1-2 fiscal years • Impact City budget in ways not fully understood • Permanent financing will still be needed
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Rose Vanderschaegen
(rvanderschaegen@cityofmadras.us)

Nick Snead
(nsnead@cityofmadras.us)

541-475-2344



Thank You!

Project	Grant	Loan	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Current MRC LOC	\$ 683,000	\$ -		N/A	N/A	N/A
Bunkhouse	\$ 440,000	\$ -	included in LOC	\$ 110,000	\$ 110,000	\$ 110,000
Love's	\$ 140,000	\$ -	included in LOC	\$ 70,000	\$ 70,000	\$ -
Rio's	\$ 150,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 280,000
Harriman	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 120,000
The Basin	\$ 60,000	\$ 450,000	\$ -	\$ 408,000	\$ 102,000	\$ -
Initiative Brewing	\$ 200,000	\$ 900,000	\$ -	\$ 1,100,000	\$ -	\$ -
Shangrilla	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -
The Stag		\$ -	\$ -	included in LOC	\$ -	\$ -
US 97: Earl-Colfax Streetscape	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Ertle/Starbucks	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ -	\$ -
Metro PCS		\$ -	\$ -	included in LOC	\$ -	\$ -
Wild Winds	\$ 49,000		\$ -	\$ 49,000		
Olive Street	\$ 300,000				\$ 300,000	
	\$ 2,807,000	\$ 1,650,000	\$ -	\$ 1,822,000	\$ 732,000	\$ 1,010,000

Project	Grant	Loan	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Current HURD LOC	\$ 322,000					
Yarrow Phase 1	\$ 374,328		\$ 111,864	\$ 48,852.00	\$ 50,318	\$ 51,827
Yarrow Phase 2	\$ 750,000				\$ 107,143	\$ 107,143
Willowbrook	\$ 317,324		\$ 37,786	\$ 174,922	\$ 180,170	\$ 185,575
Sagebrook	\$ 45,600			\$ 45,600		
Treasure Hills	\$ 519,499		\$ -	\$ 163,774	\$ 85,028	\$ 87,579
Juniper Crossing Sewer Extension						
Morning Crest Ph 6	\$ 159,161			\$ -	0	\$ -
Jeff. Co. Fire per Plan	\$ 500,000					
	\$ 2,987,912	\$ -	\$ 149,650	\$ 433,148	\$ 422,659	\$ 432,124

FY 26-27	
\$	110,000
\$	-
\$	70,000
\$	30,000
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	210,000

FY 26-27	
\$	53,382
\$	107,143
\$	191,142
\$	90,206
\$	26,379
\$	468,251

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

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

Monday, December 11, 2023

I. Call Work Session to Order

Councilor Townsend called the meeting to order at 12:00 pm.

II. Roll Call

Council:

Mayor Mike Lepin arrived after roll call at 12:03 pm.

Councilors Seibold, Townsend, Yoder were present.

Councilors Soliz and Walker arrived after roll call at 12:02 pm.

Councilor Spencer was excused.

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

Public Works Utilities Supervisor Dan Hall

City Recorder Keli Pollock

Visitors in Person:

None

Visitors on Zoom:

None

III. Work Session Topic(s)

1. Wastewater Treatment Plant

Public Works Utilities Manager Dan Hall and Public Works Manager Michele Quinn presented a PowerPoint (see packet) to the Council with an overview of the Wastewater Treatment plants in the City. They reviewed the different plants, their uses, components, maintenance needs and anticipated challenges.

Council and staff discussed the capacities of the current plants and what growth opportunities we may have to meet goals of the Council.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 12:51 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: January 9, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **APPOINTMENT OF THE FINANCE DIRECTOR**
Appoint and confirm the Finance Director

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the Mayor appoint and Council confirm the hiring of Kate Knop as Finance Director for the City of Madras.

OVERVIEW:

Section 11 of the City of Madras Charter of 1989 (the "Charter") provides, in pertinent part, that the Municipal Judge, City Recorder, Finance Director, Police Chief, Public Works Director, City Attorney, and such other officers as the City Council deems necessary, will be appointed by the Mayor, subject to confirmation by the City Council.

STAFF ANALYSIS:

The recruitment for the Finance Director occurred over a few months. During that time, the city received very few applicants. The city then retained the services of GMP to help promote the position. That firm was able to obtain a few additional applicants. The city received a total of 7 applicants for the position. Working with GMP, we narrowed the focus to three candidates. As we were scheduling the interviews, one of the candidates accepted another position. The city then interviewed two candidates. The panel consisted of all the department directors, two councilors, the City Administrator, and the Finance Director from the city of Bend. The candidate the City Administration is recommending brings a great deal of municipal experience.

FISCAL INFORMATION:

Salary Range for FY 23-24: 104,974 - \$144,037; Grade 31

SUPPORTING DOCUMENTATION:

Pay scale
Job description

STRATEGIC GOAL:

#4 - Organizational Development

City of Madras

Position Description

Position: Finance Director	Position Number:
Department/Site: Finance	FLSA: Exempt
Evaluated by: City Administrator	Salary Grade: 31

Summary

Plans, organizes, directs, and integrates financial management, accounting, and business services of the City. Manages financial services including, treasury, public financing, liability and debt management, accounting operations, performance reporting, insurances, contracts, and related business services.

Distinguishing Career Features

The Finance Director is a working management position also serving along with peer department heads, as support to the City Administrator. The position requires compliance with the qualifications of the position and a demonstrated competency to produce financial reports, prepare periodic variance and funds flow reports, and develop internal accounting controls.

Essential Duties and Responsibilities

- Establishes annual departmental goals, objectives, and priorities. Directs, trains, and supervises the performance of subordinates, ensuring adequate levels of service to other departments.
- Assures protection of assets by developing and directing administration of internal accounting policies, controls, and procedures for accounting operations that include but are not limited to, revenues and reimbursements, expense, accounts receivable, contracts and accounts payable, payroll, investments, and special funds.
- Prepares the annual budget development calendar and instructions. Projects revenues and expenditures. Prepares preliminary and final budget summaries for general and special funds. Develops systems for, and implements financial controls for budgets.
- Oversees and prepares periodic reports that compare performance with plans, budgets, and standards. Interprets financial and statistical results. Provides departments with periodic financial management information reports, highlighting variances from plan.
- Executes cash disbursements for payment of expenditures of accounts payable, debt, and payroll in accordance with disbursement and accounting policies.
- Directs and participates in the closing of financial records to prepare trial balance financial summary statements. Oversees preparation of accounting entries to close accounts, allocation of accounting adjustments, and consolidation to summaries. Prepares final financial statements and performance reports for City and assigned external agencies and special funds.
- Continually reviews accounting systems for appropriate information, accuracy, and controls. Assures that accounting systems comply with appropriate regulations and data transfer requirements.

- Participates in the City’s public financing, investment and cash management programs. Proposes capital project financing and investment alternatives. Ensures compliance of financing and investment activities with policy requirements.
- Forecasts short-range cash requirements and obligations, as a basis for maintaining adequate funds. Directs the receipt and accounting of fees and blends into revenue and cash flow projections.
- Maintains up-to-date knowledge of laws and regulations governing public agency and capital financing strategies.
- Administers and implements information technology solutions to warehouse and process financial data.
- Researches, develops, recommends, and implements City-wide policies, language, provisions, and procedural controls governing financial transactions and services. Develops internal procedures for monitoring contractual and financial performance.
- Analyzes risk-and-return for decisions for special purchases, self-funded versus third party insurance, and other business decisions.
- May serve along with the City Administrator, on governing board meetings.
- Regular attendance during business hours is necessary to accommodate visitors coming to City Hall to pay for their services, and to serve as a resource to the accounting staff and other city departments.
- Supports agency human resource services and coordinates office support services as necessary. This includes serving or having members of the accounting department serve as backup to the HR Officer as needed.

Qualifications

Knowledge, Skills and Abilities

- Requires advanced-specialized professional knowledge of the theory, principles, and procedures of accounting, auditing, and financial management for governmental agencies.
- Requires in-depth knowledge of the principles and procedures used in budget preparation, accounting administration, and development of internal control.
- Requires professional knowledge of the principles and techniques used in public financing, investing, financial analysis, and research.
- Requires in-depth knowledge of modern accounting data entry and storage systems, as well as well-developed skill with personal computer software sufficient to design and use spreadsheet and database models.
- Requires in-depth knowledge of the external audit process, considerable knowledge of the laws and regulations governing financial transactions, and a working knowledge of insurance and insurability.
- Requires a basic knowledge of centralized purchasing and material management functions.
- Requires advanced math skills to perform an array of business and statistical calculations.
- Requires well-developed language skills to prepare business plans and complex reports seen by the public.

- Requires well-developed human relations skills sufficient to manage subordinate staff, conduct performance reviews, make formal presentations, and communicate technical concepts to diverse audiences. Must be able to supervise, train, evaluate and engage staff in a way that optimizes productivity.

Abilities

- Requires the ability to conduct complex analyses of accounting systems, financial reports, business opportunities such as grants and capital projects, investments, and on-going operations.
- Must be able to convert financial information and outcomes into reports of findings and condition.
- Must be able to gather and analyze data and develop conclusions and recommendations.
- Must be able to develop projections using historical data and inferential methods.
- Must be able to think critically and creatively.
- Requires the ability to plan, organize and prioritize complex and technical work processes in order to meet schedules and timelines.
- Requires the ability to work cooperatively with members of the public.
- Requires the ability to work as a contributing member of a team, take constructive criticism, work productively and cooperatively with other teams, and convey a positive image of the City and its services, and the ability to carry out all aspects of the position.

Physical Abilities

Requires the ability to function primarily indoors in an office environment engaged in work of primarily a sedentary nature. Requires sufficient ambulatory ability to move about to office and remote locations. Requires auditory ability to carry on large audience, ordinary, and telephonic conversation. Requires near visual acuity to read printed material, computer screens, and observe physical settings. Requires manual and finger dexterity to write and to operate microcomputers and other office equipment. Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations and perform work.

Education and Experience

Bachelor's Degree in Accounting, Public Administration, Finance or Business Administration or a closely related field and with five years' experience managing fiscal, auditing, purchasing, risk management and accounting or similar management functions in a government department is required. Prior supervisory and leadership experience; or any combination of education and experience which provides the applicant with the desired skills, knowledge, and ability required to perform the job.

Licenses and Certificates

Requires a valid driver's license and an acceptable driving record. Must successfully pass a criminal history and personal finance/credit check.

Working Conditions

Work is performed primarily indoors where minimal safety considerations exist. Outside office errands may need to be made daily (i.e. stop at the post office, make bank deposit, etc.)

		Fiscal Year		City of Madras												
		23/24		Recommended Salary Schedule												
Grade/Step	→	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		\$ 5,632	\$ 5,773	\$ 5,918	\$ 6,066	\$ 6,217	\$ 6,373	\$ 6,532	\$ 6,695	\$ 6,863	\$ 7,000	\$ 7,140	\$ 7,283	\$ 7,428	\$ 7,577	\$ 7,728
		\$ 67,590	\$ 69,280	\$ 71,012	\$ 72,787	\$ 74,607	\$ 76,472	\$ 78,384	\$ 80,344	\$ 82,352	\$ 83,999	\$ 85,679	\$ 87,393	\$ 89,141	\$ 90,924	\$ 92,742
24		\$ 34.34	\$ 35.20	\$ 36.08	\$ 36.98	\$ 37.91	\$ 38.85	\$ 39.82	\$ 40.82	\$ 41.84	\$ 42.68	\$ 43.53	\$ 44.40	\$ 45.29	\$ 46.20	\$ 47.12
		\$ 5,952	\$ 6,101	\$ 6,254	\$ 6,410	\$ 6,570	\$ 6,734	\$ 6,903	\$ 7,075	\$ 7,252	\$ 7,397	\$ 7,545	\$ 7,696	\$ 7,850	\$ 8,007	\$ 8,167
		\$ 71,428	\$ 73,214	\$ 75,044	\$ 76,920	\$ 78,843	\$ 80,814	\$ 82,835	\$ 84,905	\$ 87,028	\$ 88,769	\$ 90,544	\$ 92,355	\$ 94,202	\$ 96,086	\$ 98,008
		\$ 36.30	\$ 37.20	\$ 38.13	\$ 39.09	\$ 40.06	\$ 41.07	\$ 42.09	\$ 43.15	\$ 44.22	\$ 45.11	\$ 46.01	\$ 46.93	\$ 47.87	\$ 48.83	\$ 49.80
		\$ 6,291	\$ 6,449	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,118	\$ 7,296	\$ 7,478	\$ 7,665	\$ 7,819	\$ 7,975	\$ 8,135	\$ 8,297	\$ 8,463	\$ 8,632
		\$ 75,497	\$ 77,385	\$ 79,319	\$ 81,302	\$ 83,335	\$ 85,418	\$ 87,554	\$ 89,742	\$ 91,986	\$ 93,826	\$ 95,702	\$ 97,616	\$ 99,569	\$ 101,560	\$ 103,591
26		\$ 38.35	\$ 39.31	\$ 40.29	\$ 41.30	\$ 42.33	\$ 43.39	\$ 44.47	\$ 45.58	\$ 46.72	\$ 47.66	\$ 48.61	\$ 49.58	\$ 50.58	\$ 51.59	\$ 52.62
		\$ 6,647	\$ 6,813	\$ 6,983	\$ 7,158	\$ 7,337	\$ 7,520	\$ 7,708	\$ 7,901	\$ 8,099	\$ 8,261	\$ 8,426	\$ 8,594	\$ 8,766	\$ 8,942	\$ 9,120
		\$ 79,765	\$ 81,759	\$ 83,803	\$ 85,898	\$ 88,045	\$ 90,247	\$ 92,503	\$ 94,815	\$ 97,186	\$ 99,129	\$ 101,112	\$ 103,134	\$ 105,197	\$ 107,301	\$ 109,447
		\$ 40.53	\$ 41.54	\$ 42.58	\$ 43.64	\$ 44.73	\$ 45.85	\$ 47.00	\$ 48.17	\$ 49.38	\$ 50.37	\$ 51.37	\$ 52.40	\$ 53.45	\$ 54.52	\$ 55.61
		\$ 7,025	\$ 7,200	\$ 7,380	\$ 7,565	\$ 7,754	\$ 7,948	\$ 8,146	\$ 8,350	\$ 8,559	\$ 8,730	\$ 8,905	\$ 9,083	\$ 9,264	\$ 9,450	\$ 9,639
		\$ 84,297	\$ 86,405	\$ 88,565	\$ 90,779	\$ 93,048	\$ 95,374	\$ 97,759	\$ 100,203	\$ 102,708	\$ 104,762	\$ 106,857	\$ 108,994	\$ 111,174	\$ 113,398	\$ 115,666
28		\$ 42.82	\$ 43.89	\$ 44.99	\$ 46.11	\$ 47.26	\$ 48.44	\$ 49.66	\$ 50.90	\$ 52.17	\$ 53.21	\$ 54.28	\$ 55.36	\$ 56.47	\$ 57.60	\$ 58.75
		\$ 7,422	\$ 7,607	\$ 7,797	\$ 7,992	\$ 8,192	\$ 8,397	\$ 8,607	\$ 8,822	\$ 9,043	\$ 9,223	\$ 9,408	\$ 9,596	\$ 9,788	\$ 9,984	\$ 10,183
		\$ 89,061	\$ 91,288	\$ 93,570	\$ 95,909	\$ 98,307	\$ 100,764	\$ 103,283	\$ 105,866	\$ 108,512	\$ 110,682	\$ 112,896	\$ 115,154	\$ 117,457	\$ 119,806	\$ 122,202
		\$ 45.24	\$ 46.37	\$ 47.53	\$ 48.71	\$ 49.93	\$ 51.18	\$ 52.46	\$ 53.77	\$ 55.11	\$ 56.22	\$ 57.34	\$ 58.49	\$ 59.66	\$ 60.85	\$ 62.07
		\$ 7,841	\$ 8,037	\$ 8,238	\$ 8,444	\$ 8,655	\$ 8,871	\$ 9,093	\$ 9,320	\$ 9,553	\$ 9,744	\$ 9,939	\$ 10,138	\$ 10,341	\$ 10,547	\$ 10,758
		\$ 94,090	\$ 96,442	\$ 98,853	\$ 101,324	\$ 103,857	\$ 106,454	\$ 109,115	\$ 111,843	\$ 114,639	\$ 116,932	\$ 119,270	\$ 121,656	\$ 124,089	\$ 126,571	\$ 129,102
30		\$ 47.78	\$ 48.97	\$ 50.20	\$ 51.45	\$ 52.74	\$ 54.06	\$ 55.41	\$ 56.80	\$ 58.22	\$ 59.38	\$ 60.57	\$ 61.78	\$ 63.01	\$ 64.27	\$ 65.56
		\$ 8,282	\$ 8,489	\$ 8,701	\$ 8,919	\$ 9,141	\$ 9,370	\$ 9,604	\$ 9,844	\$ 10,090	\$ 10,292	\$ 10,498	\$ 10,708	\$ 10,922	\$ 11,141	\$ 11,364
		\$ 99,383	\$ 101,867	\$ 104,414	\$ 107,024	\$ 109,700	\$ 112,443	\$ 115,254	\$ 118,135	\$ 121,088	\$ 123,510	\$ 125,980	\$ 128,500	\$ 131,070	\$ 133,691	\$ 136,365
		\$ 50.47	\$ 51.73	\$ 53.02	\$ 54.35	\$ 55.71	\$ 57.10	\$ 58.53	\$ 59.99	\$ 61.49	\$ 62.72	\$ 63.97	\$ 65.25	\$ 66.56	\$ 67.89	\$ 69.25
		\$ 8,748	\$ 8,966	\$ 9,190	\$ 9,420	\$ 9,656	\$ 9,897	\$ 10,145	\$ 10,398	\$ 10,658	\$ 10,871	\$ 11,089	\$ 11,311	\$ 11,537	\$ 11,767	\$ 12,003
		\$ 104,974	\$ 107,598	\$ 110,288	\$ 113,045	\$ 115,871	\$ 118,768	\$ 121,737	\$ 124,781	\$ 127,900	\$ 130,458	\$ 133,068	\$ 135,729	\$ 138,443	\$ 141,212	\$ 144,037
32		\$ 53.30	\$ 54.63	\$ 56.00	\$ 57.40	\$ 58.83	\$ 60.30	\$ 61.81	\$ 63.36	\$ 64.94	\$ 66.24	\$ 67.56	\$ 68.91	\$ 70.29	\$ 71.70	\$ 73.13
		\$ 9,238	\$ 9,469	\$ 9,706	\$ 9,949	\$ 10,197	\$ 10,452	\$ 10,714	\$ 10,982	\$ 11,256	\$ 11,481	\$ 11,711	\$ 11,945	\$ 12,184	\$ 12,428	\$ 12,676
		\$ 110,863	\$ 113,634	\$ 116,475	\$ 119,387	\$ 122,371	\$ 125,431	\$ 128,567	\$ 131,781	\$ 135,075	\$ 137,777	\$ 140,532	\$ 143,343	\$ 146,210	\$ 149,134	\$ 152,117
		\$ 56.29	\$ 57.70	\$ 59.14	\$ 60.62	\$ 62.13	\$ 63.69	\$ 65.28	\$ 66.91	\$ 68.58	\$ 69.95	\$ 71.35	\$ 72.78	\$ 74.24	\$ 75.72	\$ 77.24
		\$ 9,757	\$ 10,001	\$ 10,251	\$ 10,507	\$ 10,770	\$ 11,039	\$ 11,315	\$ 11,598	\$ 11,888	\$ 12,125	\$ 12,368	\$ 12,615	\$ 12,867	\$ 13,125	\$ 13,387
		\$ 117,082	\$ 120,009	\$ 123,009	\$ 126,085	\$ 129,237	\$ 132,468	\$ 135,779	\$ 139,174	\$ 142,653	\$ 145,506	\$ 148,416	\$ 151,385	\$ 154,412	\$ 157,501	\$ 160,651

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **APPROVE RESOLUTION NO. 01-2024 FOR INCLUSION IN THE JEFFERSON COUNTY ORDER THAT WOULD ALLOW THE FORMATION OF A NEW TAXING DISTRICT.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Approve Resolution No. 01-2024

OVERVIEW:

The Madras Aquatic Center and Recreation District is requesting the council to approve a resolution, that would dissolve the old taxing district and form a new taxing district. This new taxing district will then place a ballot measure on the May 21, 2024 election.

STAFF ANALYSIS:

The process within Oregon is that the cities within a taxing district need to pass a resolution in order for a new taxing district to be placed on the ballot. Passage of this resolution does not mean that the city of Madras and its elected support the ballot measure. It just allows the Madras Aquatic Center and Recreation District to place a ballot measure on the ballot. If approved, by the city of Madras and the other cities within the district. Jefferson County will place

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution No. 01-2024

Memo on the need for a resolution.

Presentation from the Madras Aquatic Center and Recreation District.

STRATEGIC GOAL:

N/A

RESOLUTION NO. 01- 2024

A RESOLUTION OF CITY OF MADRAS APPROVING FORMATION OF A NEW SPECIAL DISTRICT.

WHEREAS, Jefferson County (“County”) proposes to form a new park and recreation special district (“District”) and establish a new permanent tax rate; and

WHEREAS, certain parts of the territory subject to County’s proposed order for District’s formation are within the incorporated limits of City of Madras (“City”); and

WHEREAS, pursuant to ORS 198.835, if a part of the territory subject to formation of a district is within a city, the order must be accompanied by a resolution of the governing body of the city approving the order; and

WHEREAS, City finds it is in City’s best interest to approve District’s formation.

NOW, THEREFORE, BE IT RESOLVED, by and through the Madras City Council meeting in regular session, as follows:

1. Findings. The above-stated findings contained in this Resolution No. 01-2024 (this “Resolution”) are hereby adopted.
2. District Formation. Pursuant to ORS 198.835, City supports and approves County’s order to form District. A certified copy of this Resolution will be delivered to County to accompany the order.
3. Interpretation; Severability; Errors. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. Any reference to a federal, state, and/or local law means the federal, state, and/or local law as now existing and/or hereafter amended. This Resolution will be in full force and effect from and after its approval and adoption.

ADOPTED by the City Council of the City of Madras and signed by the mayor this ____ day of January 2024.

Ayes: _____
 Nays: _____
 Abstentions: _____
 Absent: _____
 Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

Memorandum

To: Courtney Snead, Executive Director

From: Bryant, Lovlien & Jarvis, P.C.

Date: December 20, 2023

Re: New District Formation, Property Withdrawal, Dissolution and Election Requirements/Deadlines

This memorandum provides an explanation of the process and requirements to: (a) form a new recreation district that will carry on the same functions as an existing recreation district with the latter subject to dissolution upon formation of the new district, and (b) refer a measure for election on the question of bonded indebtedness to finance a recreation district. This memorandum is not an exhaustive discussion of special district formation, withdrawal, dissolution, financing, and election requirements.

As you are aware, the statutory requirements to form a special district are extensive. Forming a special district requires, among other things, compliance with certain notice and hearing requirements and deadlines. As the deadlines for the May 2024 election are quickly approaching, it is our opinion that the best approach is to postpone the referral of a measure for district formation until the November 2024 election.

1. Formation of New District (with new permanent tax rate).

a. Initiation of Formation. The district's formation may be initiated in the following ways: (a) by obtaining consent of all property owners within the proposed district area; (b) by filing a petition for formation; or (c) through order of the county board.

i. Consent of Property Owners. Under ORS 198.830, a special district may be formed by consent of all property owners within the district.

ii. Formation by Petition and Election. Formation of a special district may be initiated by filing a petition (along with the resolutions of each city approving the petition) with the county board to form the district. Before circulating the petition for signature, the chief petitioner must file a prospective petition with the county clerk identifying the petitioners and describing the boundaries of the territory proposed to be included in the district. The formation by petition process requires completion of an economic feasibility statement.

iii. County Board Order and Election. A county board may initiate formation by adopting an order, which must (a) state the county board's intention to form the district, (b) identify the statutes providing the authority of the district, (c) describe the name and boundaries of the proposed district, and (d) set a time, date, and place for a public hearing on the proposal. The order should also include the number of district board members (either three or five) and their method of election. Each city within the district's proposed boundaries must adopt a resolution approving the formation. Following the county's adoption of the order, the county must hold two hearings on the district's formation. If the county board approves the formation, the question of district formation may be presented to the voters within the district for an election held in either May or November. Although, an economic feasibility statement ("ESA") for the proposed district is not explicitly required for a county board order initiating district formation under ORS chapter 198, an ESA is recommended and common.

b. Withdrawal of Territory from Current District. A new district may not include territory included within another district that provides the same services as the new district unless such territory

is withdrawn by withdrawal proceedings conducted in the other district *simultaneously* with the new district formation. District formation and withdrawal can be included in the same ballot measure.

c. Permanent Tax Rate. A permanent rate is an ad valorem property tax rate limit expressed in dollars per thousand of assessed value (for example, \$1.50 per \$1,000). A district may impose a levy each year, up to its limit, without additional voter approval. A district may also levy less than its limit in a given year without affecting future utilization of the full rate limit.

d. Bonded Indebtedness. If a petition or order for initiation of formation, in addition to the permanent rate limit, includes a separate ad valorem tax for bonded indebtedness for capital construction, capital improvement, or capital costs within the proposed district and the petition or order is approved by the county board, as presented or as modified, the county must hold an election on the question of incurring the bonded indebtedness when the election on the question of formation of the district is held. The question on incurring bonded indebtedness may be approved only if electors approve formation of the district, and the ballot measure must clearly state that the bonded indebtedness may be approved only if electors approve formation of the district.

e. Required Hearings. Once a county order initiates district formation, the county is required to provide notice and set an initial hearing no less than 30 days and no more than 50 days after the county order date. Notice of the initial hearing must be posted in at least three public places and published by two insertions in a newspaper. For county-initiated formations, the notice must state that the county board has entered an order declaring its intention to initiate formation. In addition, the notice must state (i) the purpose for which the district is to be formed, (ii) the name and boundaries of the proposed district, (iii) the time and place of the hearing, and (iv) a statement that all interested persons may appear and be heard. Prior to the initial hearing, the appropriate county department needs to develop a report for the county board to consider the criteria prescribed by ORS 199.462.

After receiving any testimony, the county board determines whether the proposed area could be benefited by district formation in accordance with ORS 199.462. If the county board approves the petition or order for formation, the board must enter an order stating a place and time no less than 20 and no more than 50 days after the date of the order for a final hearing. If the board approves the petition or county order for district formation and a permanent rate limit for operating taxes is proposed, the county must order that the question of district formation be presented to the electors.

f. Elections. If the proposed district includes a permanent tax rate, the election on district formation must be held in May or November. The ballot title must comply with ORS 250.035 and 250.036, and clearly indicate that the question proposed is whether a district will be formed, whether the permanent rate limit will be adopted, and current district property will be withdrawn. Within 30 days of the election, the county board must determine whether the majority of votes cast were in favor of district formation and enter an order establishing and forming the new district. If the majority of votes cast oppose district formation, the board must enter an order disapproving district formation. The county board must also canvass votes for members of the district board, and if district formation is approved, cause the county clerk to issue certificates of election the top three or five candidates receiving the highest number of votes.

2. Dissolution.

a. Initiation of Dissolution. Dissolution of a district may be initiated by: (i) petition of electors; (ii) district board resolution upon determination that dissolution and liquidation is in the best interest of district inhabitants filed with the county board; and (iii) county board resolution only if the district has not elected board members to fill vacancies at the regular district election and the board determines that dissolution is in the best interest of the county's inhabitants.

When dissolution proceedings have been initiated, the district board must make findings of fact concerning the district's finances, including: (i) the amount of each outstanding bond, coupon and other indebtedness, with a general description of the indebtedness and the name of the holder and owner of each; (ii) a description of each parcel of real property and interest in real property and, if the property was acquired from delinquent taxes or assessments, the amount of such taxes and assessments on each parcel of property; (iii) the amount of uncollected taxes, assessments, and charges levied by the district and the amount upon each lot or tract of land; (iv) a description of personal property and all other district assets; and (v) the estimated cost of dissolution.

The district board must also propose a plan of dissolution and liquidation as required by ORS 198.925(2) and 198.930. Within thirty (30) days after initiation of the dissolution proceeding, the findings of fact and the proposed plan of dissolution and liquidation must be filed in the office of the county clerk and made available for inspection by any interested person.

b. Election on Dissolution. Within ten (10) days after the district board files the dissolution and liquidation plan with the county clerk, the board must call an election to determine whether the district will be dissolved, its indebtedness liquidated, and its assets disposed of in accordance with the proposed plan. The election must be held on the next available election date. No election can be called until the assent of all holders of indebtedness against the district is obtained or provision is made in the plan for payment of non-assenting holders. The notice of election must briefly summarize the dissolution and liquidation plan.

If a majority of the district's electors approve dissolution of the district, the district board declares the district dissolved. The district board then becomes a board of trustees which pays or obtains releases of the district's debt and disposes of the district property.

If a majority of the district's electors oppose dissolution, the district board declares the dissolution proposal failed and makes the election results a part of the district's records. No subsequent election on dissolution of the district may be held for at least one (1) year after the date of the election.

c. Disposition of Assets. The board of trustees may convey all of the dissolving district's assets to another district if the other district assumes all of the debt and obligations of the dissolving district and if the consent of all known holders of valid indebtedness against the district has been obtained or the plan provides for payment of the non-assenting holders.

3. Timeline for District Formation and Dissolution. The following deadlines will allow district to meet the deadlines required for an election on May 21, 2024.

Not later than January 10, 2024. District completes economic feasibility statement for proposed district.

Not later than January 10, 2024. All cities within district must pass resolutions approving formation.

Not later than January 10, 2024. County board initiates formation and withdrawal by adopting an order that includes certified copies of city resolutions approving formation.

Not later than January 10, 2024. District passes resolution initiating dissolution and withdrawal of territory contingent on new district formation.

Approximately February 2, 2024. The appropriate county department files an ORS 199.462 report with county board. This date may be adjusted as long as the report is provided in the meeting packet for the county board's meeting on February 9, 2024.

Not later than February 9, 2024. District makes findings of fact concerning district’s finances.

Not later than February 9, 2024. District files dissolution plan and findings of fact with county.

Not later than February 9, 2024. 30 to 50 days after the initiating order, county board holds initial hearing on county order approving, modifying, or rejecting order.

Not later than February 29, 2024. District passes resolution calling election on dissolution and withdrawal. Ballot title for district formation must be filed the following day.

Not later than February 29, 2024. 20 to 50 days after the initial hearing, the county board holds a final hearing on district formation and withdrawal. Ballot title for district formation must be filed the following day.

March 1, 2024 (81 days before the election). Deadline to file both ballot titles for formation and dissolution on form SEL 805 for publication of notice with the county elections official.

Approximately March 5 and 12, 2024. County publishes two separate notices of election regarding district formation, withdrawal of territory, permanent rate, and bond measure (if applicable).

March 12, 2024 (70 days before election). Deadline to file petition for nomination or declaration of candidacy for district board when election is held on the date of a primary or general election.

March 21, 2024 (61 days before the election). Deadline to file both ballot titles for formation and dissolution on form SEL 801 (including the explanatory statement, if applicable) with the county elections official attesting the ballot title process is complete for the May 21, 2024 election.

March 21, 2024 (61 days before election). Deadline to file petition for nomination or declaration of candidacy for district board at initial board election.¹

May 21, 2024. Election Day.

4. Bonds.

a. Election Requirements. ORS 255.085 requires a resolution for the issuance of bonds to include the following: (a) the purpose for which the bonds are to be used; (b) the amount and the term of the bonds; (c) the kind of bonds proposed to be issued; and (e) the ballot title for the measure. The ballot title must comply with the requirements of ORS 250.035. Additionally, certain statements must be included in the ballot title for tax measures and/or approval of certain bonds.

Bond counsel should be consulted concerning options, benefits, and drawbacks with regard to a bond measure called by a district initiating dissolution or a bond measure called by a county board initiating district formation. Our office recommends bond counsel, Gülgün Uğur at Hawkins at Delafield & Wood (phone: 503.402.1325; email: gugur@hawkins.com).

b. Proposed Timeline for Bond Measure (May 2024 Election).

District may set forth a ballot measure related to the bond for the May 21, 2023 election. The following outlines a proposed timeline for referral to voters for the May 21, 2024 election:

¹ ORS 255.235(2) is arguably in conflict regarding the deadline for filing a petition for nomination or declaration of candidacy when the election is for an initial board of directors for an election held on the date of a primary election. Therefore, it is advisable that a petition or declaration be filed by March 12th, rather than March 24th.

By mid-January 2024 (Estimated). The amount of the bond will be determined by district consultants.

January 2024/Early February 2024 (Estimated). A ballot title will be prepared (and an explanatory statement if necessary). The ballot title will be presented to the board of directors for review and comment. The board must adopt a resolution or ordinance approving the ballot title (and explanatory statement, if applicable) and referring the measure to the voters.

No later than March 1, 2024 (81 days before the election). Deadline to file both ballot title formation on form SEL 805 for publication of notice with the county elections official.

No later than March 21, 2024 (61 days before the election). Deadline to file ballot information on SEL 803 (including the explanatory statement, if applicable) with the county elections official attesting the ballot title process is complete for the May 21, 2024 election.

May 21, 2024. Election Day.



2023 Updates and the future of the MACRD

January 2024

History of the MACRD – How did we get here?

Voters approved two measures:
1. approval of a bond to finance construction of a swim center; &
2. formation of an ORS 266, special park and recreation district for a swim center and permanent operating levy to fund the district and operate the swim center.

The MAC facility officially opens to the public.

Madras Aquatic Center District board votes 5-0 to change the name to Madras Aquatic Center Recreation District (MACRD).

COVID-19 Pandemic Impacts

The MACRD experiences growth, challenges, and leadership changes at the board and staff level.

Establishing a baseline & implementing new policies based on best practices

November 2004

March 2005

January 30, 2008

May 2013

May 2017

May 2018

May 2017 - Sept 2020

Sept 2020 - April 2021

April 2021-current

Nov 2022

Swim Center District board votes 5-0 to change name to Madras Aquatic Center District.

Voters approve a local option levy to:
1. Keep the aquatic center open 12 months per year;
2. Continue providing community recreation events and programs; and
3. Sustainable capital maintenance and safety programming.

Voters renew the 2013 local option levy

Interim director works on administrative infrastructure improvements

Voters renew the 2018 local option levy

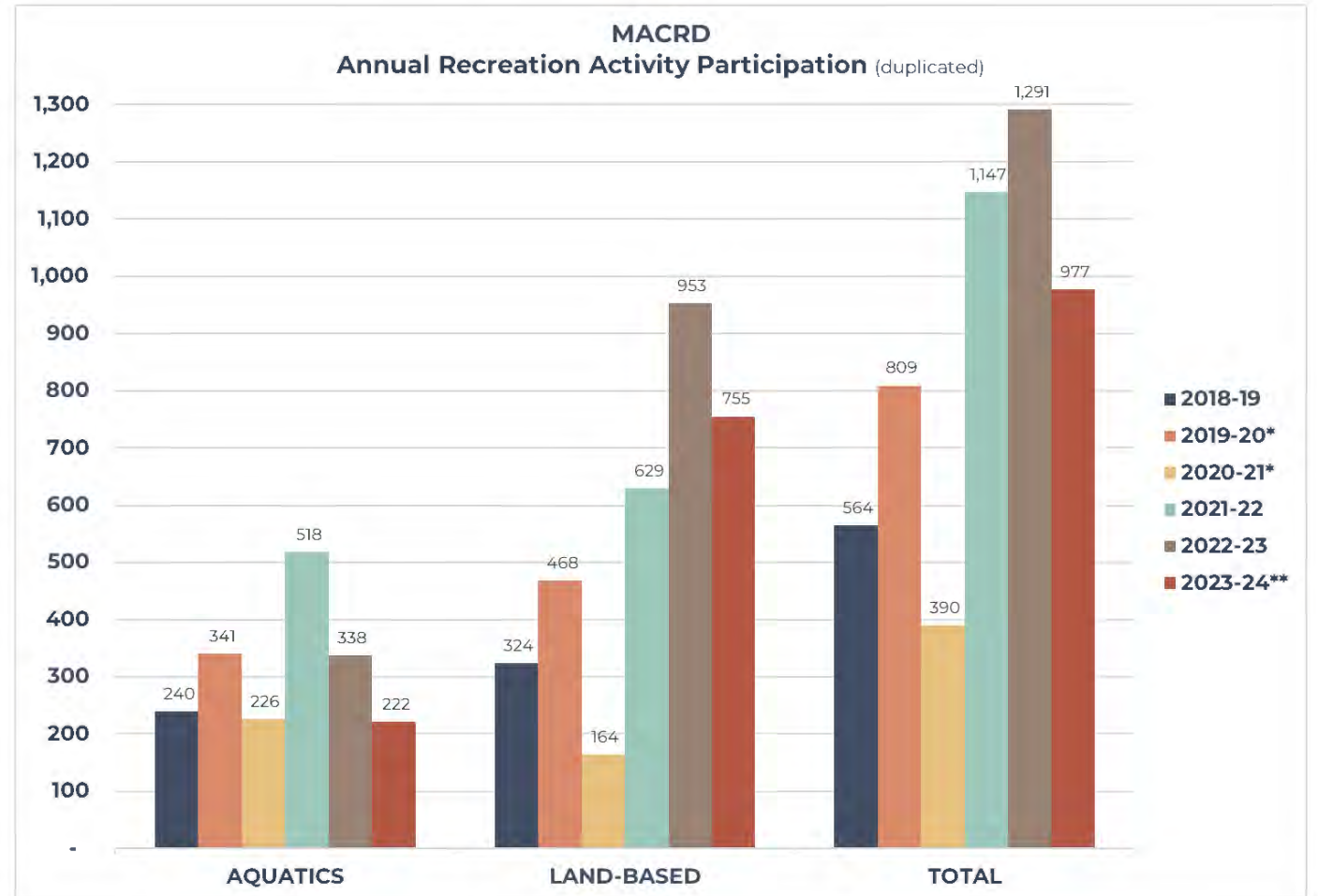
Expectations for services and programs have changed since 2004.

10 executive leadership changes between 2005-2020 (15 years)

2023 at the MACRD: Good news

Things we can control are going well:

- Program participation is up year over year
- Memberships continue to grow, and we have great new options for folks (Silver&Fit, Active&Fit)
- 3-years of clean audits
- Safety culture at the MAC



*COVID-19 closure impacts

**Includes summer and fall 2023 activity participation

(winter and spring 2024 remaining)

2023 at the MACRD: Challenges



The story behind the numbers:

- A – deferred maintenance catches up with the facility
- lap pool filters #1 & #2 fail
 - Pool components fail
 - UV components fail
 - Pumps and motors aging

- B – Cost savings measures implemented in Sept 2023
- Reduction in force (layoffs and seasonal hours reductions)
 - Reduction in executive director salary
 - Evaluation of all service contracts (printer, towels)

MACRD Master Plan Project



The District's first formal long-range planning process

- ❑ Working with University of Oregon Institute for Policy Research & Engagement
- ❑ Project support from the Bean Foundation

Project Goals:

- ❑ Identify community expectations for programs, services, and facility needs for the next 10 years
- ❑ Develop a shared vision with partner organizations
- ❑ Adopt a strategy for the future that is grounded in community expectations

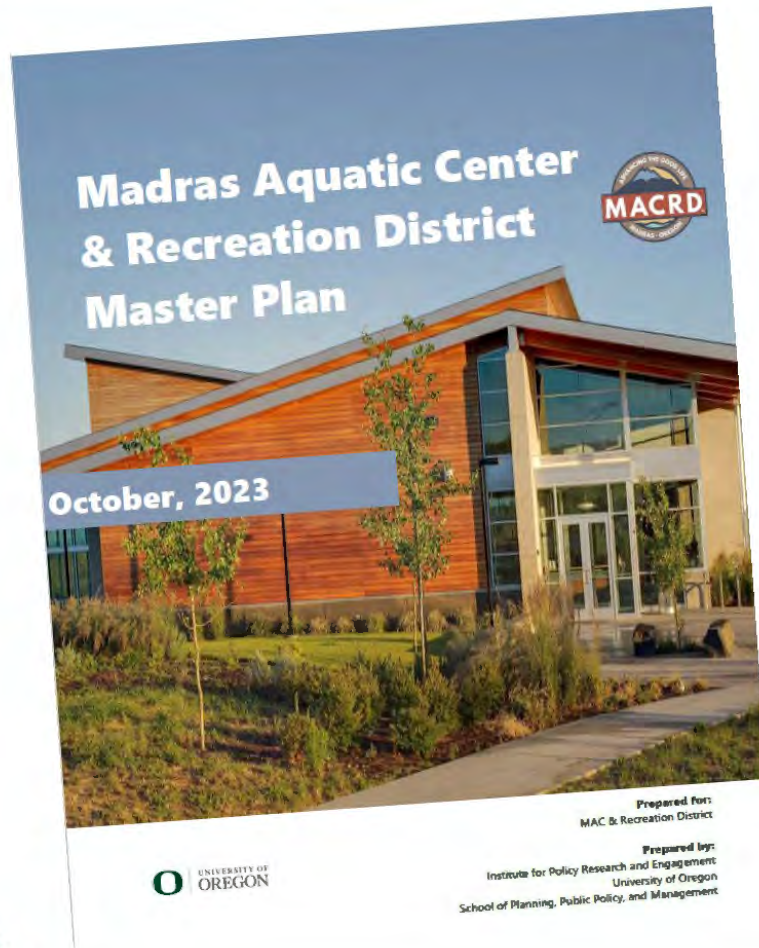
Process/Timeline:

- ❑ March 2023 kicked-off the project
- ❑ April-September 2023 stakeholder/community engagement (interviews, surveys, etc...)
- ❑ November 29, 2023 Board of Directors adopted the plan

The full plan is available to view at www.macreddistrict.com/future



Community engagement findings:



The feedback shows that the communities we serve expect:

- ✓ increased hours of operation at the MAC
- ✓ lower recreation fees/expand access
- ✓ consistent customer service
- ✓ increased recreation programming
- ✓ more robust supports for volunteers
- ✓ removal of language barriers
- ✓ transportation options to access services





MAC Recreation District 2023-2033 Master Plan



YEARS 1-2
2023-2025

SUSTAINABILITY

- Financial
- Staffing
- Maintenance



YEARS 3-6
2025-2028

PROGRAMMING

- Aquatics
- Land-based
- Tournaments
- Gym space



YEARS 7-10
2029-2033

PARTNERSHIPS

- Jefferson Cty/
Juniper Hills
Park
- Transportation

MACRD Board of Directors adopted the plan on November 29, 2023

WWW.MACRECDISTRICT.COM/FUTURE

Funding, Next Steps and the May 2024 Election

Current Funding:

- \$0.25/1,000 permanent tax rate
- \$0.40/1,000 local option levy tax rate
- \$0.59/1,000 bond levy (June 2025)
- \$1.24/1,000 total taxes levied

Current operations:

- Lack funding for proper staffing
- Inconsistent programs & services
- Less hours of MAC operation
- Lack of funding for capital maintenance

The district is proposing to dissolve the existing district and re-form it.

Goals:

- Properly staff the district (recruit & retain quality staff)
- Consistent programs & services
- 50% reduction of land-based recreation fees
- Increased hours of MAC operation
- Funding for capital maintenance/savings



LEGAL: COUNTRY VIEW ESTATES P (L:4 B:1)			
VALUES:	LAST YEAR	THIS YEAR	
LAND	144,190	145,510	
STRUCTURES	648,730	655,220	
TOTAL RMV	792,920	800,730	
TOTAL ASSESSED VALUE	400,550	412,560	
EXEMPTIONS			
NET TAXABLE:	400,550	412,560	
TOTAL PROPERTY	6,503.08	6,575.20	

MAC RECREATION DIST. LEVY	103.14
MAC RECREATION DIST. L.O. LEVY 2021	165.02
JEFFERSON CO. LIBRARY DIST. LEVY	179.42
GENERAL GOVT TOTAL:	3,104.84
COCC BOND 2010	33.17
SD#509 LBOND - 2013	956.27
MAC RECREATION DIST. BOND 2005	233.59
BONDS - OTHER TOTAL:	1,223.03

Home #1
Metolius
\$180.12

Home #2
County
\$501.75

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **GOLF CART LEASE FOR DESERT PEAKS GOLF COURSE**
Turf Star Western

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves ordering twenty golf carts through Turf Star Western and directs staff to bring the lease back for execution once it's prepared.

OVERVIEW:

Desert Peaks Golf Course has had a lease with Club Car since October 1, 2020. The lease is set to expire in September 2024 and within the lease it states that we need to give a minimum notification of eight-month notice of contract end. Staff requested quotes from three vendors for golf cart leases. The quotes provided below are for 25 carts for 5 years. Staff reached out to the following companies:

Pacific Golf & Turf (EZ Go)	= \$3,660.00 @ 60 months
Turf Star Western/Club Car	= \$3,087.15 @ 60 months
Pacific Northwest Yamaha	= Non-Responsive (did not provide a quote)

STAFF ANALYSIS:

Currently, the Golf Course is using Club Car leased from Turf Star. Turf Star was the low responsive bidder and staff prefers Club Car carts, as do the members who utilize them. Due to the increase in play at the golf course including tournaments, staff has requested a total of 25 carts for the 5-year lease. This is an increase of 5 carts from the previous lease. This is a positive note for the staff as it means there is a need for carts with the additional tournaments. The Golf Course was challenged last year by being able to provide cart rentals during tournaments and the busy playing season. Turf Star has provided a creditable service and when carts need repair there are no issues. The staff would like to execute a new five-year lease with Turf Star Western. However, Turf Star does not provide the lease for execution until the order has been placed. Since we need to place the order now to have them for October, staff is requesting the Council to approve the ordering of the carts with the expectation that the lease will be brought forth to City council for final execution. Included in the attachments are the basic terms and conditions of the lease. The staff have also included the current lease for reference.

FISCAL INFORMATION:

Five-year contract = \$185,229
Revenue from cart rentals for one year = \$50,679.00, a five-year total of \$253,395.00

SUPPORTING DOCUMENTATION:

- Quotes
- Cart brochure
- Current cart lease

STRATEGIC GOAL:



Advance the ride

Designed with automotive styling, the Tempo is backed by proven engineering and a reputation for reliability. Plus, available connected technology supports course management and golfer entertainment.



Standard Colors (Molded-in)



White Cashmere Platinum Green

Premium Colors (Molded-in)



Black Sangria Sapphire

Premium Painted Metallic Colors



Candy Apple Red Midnight Silver Blue Onyx Black Glacier Green Ice Blue

SAVE 50% IN ELECTRICITY COSTS

With the Club Car Tempo™ Lithium Ion



THE 14 HP COMMAND PRO® EFI ENGINE FROM KOHLER & CLUB CAR MAKES YOUR JOB EASIER IN MANY WAYS.

- **Automotive-Grade, Closed-Loop EFI** continuously adjusts engine performance based off an internal oxygen sensor for excellent fuel economy and more reliable starting and performance in any environment.
- **Onboard Diagnostics, Accessible on your Laptop or Smart Device** quickly identify engine issues to keep your vehicle running and decrease maintenance time.
- **Reduced Oil Changes** maximize uptime and your bottom line, thanks to an industry-leading oil change interval recommendation (every 200 hours*).
- **Quieted Metal Components** Specialized material used for the engine's blower housing and valve cover effectively suppresses undesirable engine noise for an enhanced acoustic experience.

*After first oil change at 100 hrs

Club Car Custom Solutions

Since 1995, Club Car's Custom Solutions Department has provided vehicles for golf courses, hotels, resorts, commercial and private organizations world-wide. We specialize in transportation development ranging from simple solutions to complex designs. Learn more at clubcar.com.

Touchscreen and speakers included on electric Tempos with Shark Experience

Premium comfort seats

Bag cover with magnetic latch

Distinctive, modern automotive styling

Dual sand bottles

Cooler



Sleek alloy wheels

Rust-proof aluminum frame

OPTIONS & ACCESSORIES

More accessories available, ask your Club Car sales representative for details.



Alloy Wheels



Tinted Windshield



Comfort Grip Steering Wheel



Bag Cover with Magnetic Latch



Divot Repair Sand Bottle



Caddy Master Cooler



Sand Trap Rake Kit



Ball and Club Cleaner



USB Port



Lighting Package

Standard seat colors



White

Beige



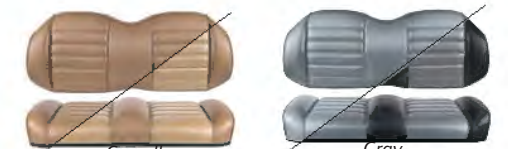
Gray

Black

PREMIUM SEAT COLORS



Light Beige



Camello

Gray

Two-Tone Camello and Light Beige

Two-Tone Black and Gray

TEMPO



GASOLINE

ELECTRIC

TEMPO LI-ION



ELECTRIC

ENGINE	OHC, 429 cc, single cylinder, air-cooled, splash-lubricated, 19.91 ft-lb (27.0 N-m) rated torque @ 2,400 rpm	N/A	N/A
TURNING CIRCLE	17' 4" (5.28m)	17' 4" (5.28m)	17' 4" (5.28 m)
HORSEPOWER	14.0 hp (10.3 kW) rated @ 3,600 rpm	3.3 hp	4.7 Hp AC Drive
GOVERNOR GUARD	Yes	N/A	N/A
BATTERIES	12-volt	(6) 8-volt, single point watering system	3.6 kWh Stored Energy
CHARGER	N/A	48 VDC 13.5 amp DC high frequency solid state charger	650 Watt Charger (standard) 900 Watt Charger (optional)
STEERING	Self-compensating double reduction helical rack & pinion	Self-compensating double reduction helical rack & pinion	Self-compensating double reduction helical rack & pinion
FRONT SUSPENSION	Independent leaf spring w/dual hydraulic shocks	Independent leaf spring w/dual hydraulic shocks	Independent leaf spring w/dual hydraulic shocks
BRAKES	Self-adjusting, rear wheel mechanical drum	Self-adjusting, rear wheel mechanical drum	Self-adjusting, rear wheel mechanical drum
PARK BRAKE	Foot operated, multi-lock	Foot operated, multi-lock	Foot operated, multi-lock
BODY AND FINISH	Molded-in color, Metallic or Premium Available	Molded-in color, Metallic or Premium Available	Molded-in colors, (Standard) or Painted Metallic Colors (Optional)
TIRES	18 x 8.50-8	18 x 8.50-8	18 x 8.50 - 8
L x W x H	91.5 x 47.25 x 68.5 in (232 x 120 x 174 cm)	91.5 x 47.25 x 68.5 in (232 x 120 x 174 cm)	91.5 x 47.25 x 68.5 in (232 x 120 x 174 cm)
WHEELBASE	65.5 in (166.4 cm)	65.5 in (166.4 cm)	65.5 in. (166.4 cm)
GROUND CLEARANCE	4.5 in (11.4 cm)	4.5 in (11.4 cm)	4.5 in. (11.4 cm)
FUEL TANK CAPACITY	6.0 gal (22.7 L)	N/A	N/A
TREAD—FRONT & REAR	34.5 / 38.5 in (87.6 / 97.8 cm)	34.5 / 38.5 in (87.6 / 97.8 cm)	34.5 / 38.5 in (87.6 / 97.8 cm)
CURB WEIGHT	688 lb (312 kg)	909 lb (412.5 kg)	718 lb (325.7 kg)
FLOOR HEIGHT	12 in (30.5 cm)	12 in (30.5 cm)	12 in (30.5 cm)
FRAME TYPE	Ladder-style aluminum box beam	Ladder-style aluminum box beam	Ladder-style aluminum box beam
KICKPLATE	Yes	Yes	Yes
SPEED RANGE	12-15 mph (19.3-24.1 kph)	7 speed settings: 5-15 mph (8-24.14 kph) 2 acceleration settings: Aggressive or traditional 3 pedal-up braking settings: None, mild and aggressive Speed fine adjustment in 0.1 mph (0.16 kph) increments	5 speed settings: 5-15 mph (8-24.14 kph) 2 acceleration settings: Aggressive or traditional 3 pedal-up braking settings: None, Mild and aggressive Speed fine adjustment in 0.1 mph (0.16 kph) increments
LIMITED WARRANTY*	5-year: Gas engine and transaxle 4-year: Canopy, electronics, pedal group, standard seats, suspension 3-year: Body panels, electric powertrain, premium seats 2-year: All remaining components Limited lifetime: Frame	4-year: Batteries (25,000 amp hours/4 years with authorized deionizer and filter system; otherwise, 20,000 amp hours/4 years), canopy, electronics, pedal group, standard seats, suspension 3-year: Body panels, electric powertrain, premium seats 2-year: All remaining components Limited lifetime: Frame	5-year: Lithium-Ion Battery (unlimited, one time transferrable)** and Vehicle Control Module 4-year: DBR 3-year: Body panels, electric powertrain, premium seats 2-year: All remaining components Limited Lifetime: Frame

The weight stated is approximate only and should not be used for official documentation.

*There are no warranties, express or implied, contained herein. See Limited Warranty found in the owner's manual or write to Club Car, LLC. Vehicle specifications are accurate for each model at the time of publication. The company reserves the right to make design changes without obligation to make these changes on units previously sold. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles and are not equipped for operation on public streets, roads or highways.

**Additional Restrictions Apply

INFORMAL QUOTES

PROJECT / EQUIPMENT: Desert Peaks Golf Cart Rental Lease

TIME	DATE	COMPANY CONTACTED ADDRESS & PHONE NUMBER	QUOTE
	12/15/23	Pacific Golf & Turf EZ GO	\$3660.00 month 5-year lease
	12/15/23	Turf Star Wester Club Car	\$3087.15 month 5-year lease
	12/15/23	Pacific Northwest Yamaha	Did not return quote

Employee Signature: Shane Beamish

The NEW RXV[®]



Exceptional Go. Inside & Out.

There's a reason the E-Z-GO[®] RXV is chosen on so many golf courses worldwide. With industry-leading ELiTE Lithium powered by Samsung SDI, ever-innovating Pace Technology, and a new design that is more golfer-friendly than ever before, you can trust the RXV will always be good to go.

ELiTE LITHIUM POWERTRAIN
OR EX1 GAS ENGINE WITH
CLOSED LOOP EFI

AUTOMOTIVE STYLE
HANGING PEDALS

NEW GOLFER-CENTRIC
DESIGN

EZGO

The NEW RXV



Newly redesigned front end.

Key Features

- New Golf Centric, Best-In-Class Dash
- Spacious Leg Room
- New Led Headlights with Optional Upgrades (Freedom Model Only)
- Impact-Resistant Bumpers
- Oversized Bag Well
- Superior Performance
- Perfectly Tuned Power
- Refined Handling
- Industry's Lowest Operational Costs
- Optional Fold-Down Windshield
- IntelliBrake™ (ELiTE)
- Industry's Most Efficient Gas Engine (EX1)
- Closed-Loop EFI System (EX1)
- Rear-facing Seat Available in Rxv 2+2 (Freedom Model)
- New Optional Golf Accessories

Color Options



ELiTE



EX1

DIMENSIONS

OVERALL LENGTH	92.5 in (235 cm)	
OVERALL WIDTH	45 in (114 cm)	
OVERALL HEIGHT (W/O ROOF)	47.5 (121 cm)	
OVERALL HEIGHT (W/ ROOF)	67 in (170 cm)	
WHEEL BASE	65.7 (167 cm)	
FRONT WHEEL TRACK	35.5 (90 cm)	
REAR WHEEL TRACK	38 (97 cm)	
GROUND CLEARANCE @ DIFFERENTIAL	4.5 in (11 cm)	4 in (10 cm)

POWER

POWER SOURCE	56.7-VDC	Single Cylinder OHC, 4 Cycle, 9.15 cu in (150 cc)
HORSEPOWER (KW)	4.4 hp (3.3 Kw) Continuous	11.5 hp (8.6 kW) J1995 Standard
ELECTRICAL SYSTEM	48 Volt AC	Brushless DC Internal Starter Generator
BATTERIES (QTY/TYPE)	ELiTE 2.2, 56.7V Lithium	One, 12 Volt Maintenance Free
KEY OR PEDAL START		Pedal
BATTERY CHARGER	Lithium World Charger 56VDC 10 ft. DC Cord	N/A
SPEED CONTROLLER	235-amp Solid-State AC Controller	N/A
DRIVETRAIN	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
TRANSAXLE	Limited Slip Differential	Differential with Helical Gears
GEAR SELECTION	Dash Mounted Forward-Neutral-Reverse	Forward-Reverse
REAR AXLE RATIO	16.99:1	11.47:1 (Forward) 14.35:1 (Reverse)

PERFORMANCE

SEATING CAPACITY	2 Passenger	
DRY WEIGHT (W/ CANOPY)	633 lb (287 kg)	710 lb (322 kg)
CURB WEIGHT (W/ CANOPY)	680 lb (308 kg)	726 lb (329 kg)
VEHICLE LOAD CAPACITY	500 lb (227 kg) (2 Passenger) or 800 lb (360kg) (4 Passenger)	
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.9 m)	19.0 ft (5.8 m)
SPEED (LEVEL GROUND)	12 mph ± 0.5 mph (19.3 kph ± 0.8 kph) 19 mph ± 0.5 mph (31 kph ± 0.8 kph) (Freedom Model)	
TOWING CAPACITY	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar	

STEERING & SUSPENSION

STEERING	Double Ended Rack & Pinion	
SUSPENSION	Independent A-Arm Coil Over Shock (Front) - Mono-Leaf Springs with Hydraulic Shocks (Rear)	
SERVICE BRAKE	Induction Motor	Rear Wheel Mechanical Self-Adjusting Drum
PARKING BRAKE	Automatic Electro-Magnetic	Self-Compensating, Single Point Engagement
TIRES	18 x 8.50-8 (4-ply rated)	

BODY & CHASSIS

FRAME	Welded Steel with Powder-Coat Protection	
BODY & FINISH	Injection Molding TPO	
AVAILABLE BODY COLORS	Almond, Black, Bright White, Burgundy, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Ocean Grey, Patriot Blue, Platinum, Slate	
STANDARD SEAT COLORS	Black, Grey, Oyster, Stone Beige	
PREMIUM SEAT COLORS	Black, Mushroom, Grey (custom colors available)	
PINSTRIP COLORS	Silver, Black, Gold	



IT'S GOOD TO GO

EZGO.com



The Best Will Always Have
Our Name On It.



PREPARED FOR:

Desert Peaks

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

Shane Beamish
Desert Peaks
14625 SE STARK ST.
Madras, OR, 97741

Dear Shane Beamish,

Pacific Golf & Turf is honored to prepare this exclusive proposal for Desert Peaks and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELITE Lithium batteries, a first-of-its-kind EX1 gas engine, and Pace Technology. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO, Cushman and Pacific Golf & Turf have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Desert Peaks.

With sincere appreciation,

Pete Trudeau
(503) 282-6022
ptrudeau@pacificgolfturf.com

Proposal

Desert Peaks

December 15, 2023

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

2024 Model Year	20
Body Color White	20
Standard Seat Gray	20
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	20
Spoke, Silver (Set of 4)	20
2.2 Single ELITE Battery Pack	20
Light World Charger, ELITE (3 m [10 ft] Cord)	20
Premium Steering Wheel	20
USB Port	20
Message Holder	20
Windshield, Fold Down	20
NEW Canopy Top, 2 Passenger Modular, Black	20
Custom Logo/Decals	20
Miscellaneous Accessory (Local Set Up & Delivery)	20
Freight	20

Proposal

Desert Peaks

December 15, 2023

RXV GAS

STANDARD FEATURES

BEST-IN-CLASS-FUEL ECONOMY	A SMOOTH, QUIET REFINED RIDE	INTEGRATED STARTER/GENERATOR
2-YEAR OIL CHANGE INTERVALS	LOWEST COST OF OPERATION	GREENEST GAS ENGINE

ACCESSORIES

2024 Model Year	5
Body Color White	5
Standard Seat Gray	5
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	5
Spoke, Silver (Set of 4)	5
High Capacity 12V Battery	5
Premium Steering Wheel	5
USB Port	5
Message Holder	5
Windshield, Fold Down	5
NEW Canopy Top, 2 Passenger Modular, Black	5
Custom Logo/Decals	5
Miscellaneous Accessory (Local Set Up & Delivery)	5
Freight	5

Proposal

Desert Peaks

December 15, 2023

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELITE	20	60 Month	\$155.00	\$3,100.00
	2024	RXV Gas	5	60 Month	\$112.00	\$560.00
					MONTHLY AMOUNT	\$3,660.00

FAIR MARKET VALUE LEASE 2

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELITE	20	48 Month	\$174.00	\$3,480.00
	2024	RXV Gas	5	48 Month	\$130.00	\$650.00
					MONTHLY AMOUNT	\$4,130.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	12 Annual Payments	August 2024	September 2024

SPECIAL CONSIDERATIONS

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.



Proposal

Desert Peaks

December 15, 2023

Pacific Golf & Turf at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **Desert Peaks** must enter into a new lease or purchase agreement with Pacific Golf & Turf and the existing lease must be current and in good standing. Pacific Golf & Turf and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Desert Peaks

PACIFIC GOLF & TURF LLC

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2024 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.

IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.

- ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G24



Shane Beamish

From: Aaron Semm <aaron.semm@turfstar.com>
Sent: Monday, November 20, 2023 8:12 PM
To: Shane Beamish
Subject: Club car Lease

Here are your options for the new carts.

City of Madras dba Desert Peaks		
	Equipment	Payment/month
48-mos CSC	\$ 175,502.00	\$ 4,325.81
48-mos FMV	\$ 175,502.00	\$ 3,602.01
60-mos CSC	\$ 175,502.00	\$ 3,600.68
60-mos FMV	\$ 175,502.00	\$ 3,087.15

FMV is a Fair market value at the end of the terms they get turned back in.

CSC is a conditional sales contract; The last payment is 1 dollar and you own them.

Aaron Semm
Territory Manager | Commercial Sales
971-291-9959
Aaron.semm@turfstar.com



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Western Equipment Distributors
955 BEACON ST
BREA, CA 92821-2925
USA

Customer Quote

Bill To:
 DESERT PEAKS GOLF CLUB
 565 NW ADLER STREET
 MADRAS, OR 97741-9491
 USA

Ship To:
 Western Equipment Distributors
 1750 Salem Industrial Dr NE
 Salem, OR 97301
 USA

Req Ship Date: 7/26/2024
Quote#: 1-27Y6G8F
Quote Effective From: 10/11/2023
Quote Effective Through: 11/10/2023
Payment Terms: 1-15 Due 10/16-31 Due 25

Sales Contact: Aaron Semm
Sales Contact Email: aaron.semm@turfstar.com
PO:
Currency: USD
F.O.B. Terms: FOB Augusta GA

Comments:

Name			Quote#		
Tempo la			1-27Y6G8F		
Product	Part Number	Ext Qty	List Price	Customer Price	Extended Customer Price
Tempo Electric	47606562001	20	\$10,204.00	\$6,857.10	\$137,142.00
No Connectivity	NO VISAGE	20	\$0.00	\$0.00	\$0.00
White	47605277001	20	\$0.00	\$0.00	\$0.00
Gray Seat	102539604	20	\$0.00	\$0.00	\$0.00
Standard Wheel Cover	102536504	20	\$0.00	\$0.00	\$0.00
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel(Front)	103950901	20	\$0.00	\$0.00	\$0.00
Gold Club Car Nameplate	47605591001	20	\$0.00	\$0.00	\$0.00
Electric System (Trojan Batteries) SPWS	105046305	20	\$0.00	\$0.00	\$0.00
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Rear)	103950921	20	\$0.00	\$0.00	\$0.00
Std Number Decal, Side of Body, Driver Side, Loc 3	47606820003	20	\$0.00	\$0.00	\$0.00
Std Number Decal, Side of Body, Psgr Side, Loc 6	47606820006	20	\$0.00	\$0.00	\$0.00
USB (Elec. cars)	47560035001	20	\$0.00	\$0.00	\$0.00
Standard rear leaf springs electric car	102509101	20	\$0.00	\$0.00	\$0.00

Comfort Grip Steering Wheel	102507313	20	\$0.00	\$0.00	\$0.00
Base, No Lights	47610900001	20	\$0.00	\$0.00	\$0.00
12.4 mph Speed Setting	102875111	20	\$0.00	\$0.00	\$0.00
6 ft AC Power Cord with US NEMA Plug	105138501	20	\$0.00	\$0.00	\$0.00
Fast Acceleration Off	102875401	20	\$0.00	\$0.00	\$0.00
Gold Tempo Decal	47623581001	20	\$0.00	\$0.00	\$0.00
Pedal-Up Soft	102875207	20	\$0.00	\$0.00	\$0.00
Trojan T875 with Single Point	105167706	20	\$0.00	\$0.00	\$0.00
Shelf charger, 9' DC Cord with (Trojan batteries)	47583926007	20	\$0.00	\$0.00	\$0.00
Custom Logo, Cowl Front Center, Location 1	47607355001	20	\$28.00	INC	\$0.00
2 Passenger Canopy with Handles - Black	104008003	20	\$0.00	\$0.00	\$0.00
Standard Front Strut Packaged on Car	104008703	20	\$0.00	\$0.00	\$0.00
Standard Owner's Manual	105105903	20	\$0.00	\$0.00	\$0.00
Field	FIELD PREP	20	\$0.00	\$0.00	\$0.00
Onward Premium Clear Windshield Kit	47682033001	20	\$286.94	INC.	\$0.00
COMPETITIVE TEMPO ELEC 2PASS	COMP_TE2PASS	20		\$0.00	\$0.00
Set Up	SURCHGE PI2G	20	\$250.00	\$75.00	\$1,500.00
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	20	\$0.00	\$0.00	\$0.00

Name		Quote#			
Tempo Gas		1-280ID7N			
Product	Part Number	Ext Qty	List Price	Customer Price	Extended Customer Price
Tempo Gas (Kohler)	47636647001	5	\$10,561.00	\$7,097.00	\$35,485.00
No Connectivity	NO VISAGE	5	\$0.00	\$0.00	\$0.00
White	47605277001	5	\$0.00	\$0.00	\$0.00
Gray Seat	102539604	5	\$0.00	\$0.00	\$0.00
Standard Wheel Cover	102536504	5	\$0.00	\$0.00	\$0.00
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel(Front)	103950901	5	\$0.00	\$0.00	\$0.00
Gold Club Car Nameplate	47605591001	5	\$0.00	\$0.00	\$0.00
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Rear)	103950921	5	\$0.00	\$0.00	\$0.00
USB (Gas cars)	105298601	5	\$0.00	\$0.00	\$0.00
Standard rear leaf springs gas car	103976501	5	\$0.00	\$0.00	\$0.00
Comfort Grip Steering Wheel	102507312	5	\$0.00	\$0.00	\$0.00
Standard Speed	47613736003	5	\$0.00	\$0.00	\$0.00

Gold Tempo Decal	47623581001	5	\$0.00	\$0.00	\$0.00
Custom Logo, Cowl Front Center, Location 1	47607355001	5	\$28.00	INC.	\$0.00
2 Passenger Canopy with Handles - Black	104008003	5	\$0.00	\$0.00	\$0.00
Base, No Lights	47625247001	5	\$0.00	\$0.00	\$0.00
Standard Front Strut Packaged on Car	104008703	5	\$0.00	\$0.00	\$0.00
US Fleet Owner's Manual	105085804	5	\$0.00	\$0.00	\$0.00
Field	FIELD PREP	5	\$0.00	\$0.00	\$0.00
COMPETITIVE TEMPO GAS 2PASS	COMP_TG2PASS	5	\$0.00	\$0.00	\$0.00
Set Up	SET UP	5	\$250.00	\$75.00	\$375.00
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	5	\$0.00	\$0.00	\$0.00

Subtotal					\$174,502.00
Sales Tax					0.00
Grand Total					\$175,502.00

©2016 Club Car, LLC. Club Car believes the information and specifications in this quote were correct at the time of printing. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. Specifications, standard features, options, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles, and are not equipped for operation on public streets, roads or highways.

This quote for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms"). The Terms, which are incorporated into this quote by reference, are located at [Terms and Conditions](#), and Customer hereby acknowledges receipt, review, and acceptance of the Terms. At Customer's written request, Club Car will mail Customer a copy of the Terms. Club Car hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by Customer.

Accepted By: _____

Company: _____

Title: _____

Date: _____

101-499105

LEASE AGREEMENT (Golf Equipment – Municipal Entities)

Lessee's Budget Year Ends in the Month of: <u>June</u>	Lease Agreement Number: U090927
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TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name: CITY OF MADRAS, OREGON		
	Mailing Address 125 E STREET	City MADRAS	State OR
			Zip 97741

SUPPLIER	Name:	THERMO KING NORTHWEST INC
	Address:	913 SOUTH CENTRAL AVE, KENT, WA 98032
	Phone:	(541)475-2344

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

The Initial Term ("Term") shall be 48 months from the Commencement Date.

Commencing on: OR the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: OR the Commencement Date.

Each payment thereafter will be due:

on the 1st day of the month or as indicated below.

Number of Payments: 48	Payment Amount: \$1,641.40	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or On the following day(s)
Use tax per Payment (estimated): 0.00	Total Payment Amount with Sales/ Use Taxes (estimated): \$1,641.40	
Security Deposit: 0.00		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. Property tax will be billed annually and is due on invoice. If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. **Lease.** We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. **Term.** Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3. THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. **Non-Appropriation of Funds.** Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. **Delivery and Acceptance; DISCLAIMER OF WARRANTIES.** You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. **Use, Maintenance and Return of Equipment.** You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

DLI 4833-2 (05/15) For municipal golf leases in all states except AR

any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. **Risk of Use, Damage and Destruction.** You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. **Insurance.** You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. Insurance coverage for personal liability or physical damage caused to the property of others is not provided.

8. **UCC Filings; Article 2A Provisions; Finance Lease Status.** We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

Page 2 of 6

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. **Assignment / Sub-Lease.** You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. **Default.** Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. **Remedies.** In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease. If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. **Renewal.** Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: (a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms), each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

13. **Indemnification.** You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. **Representations, Warranties and Covenants.** You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are

located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. **Choice of Law and Jurisdiction; Waiver of Jury Trial.** The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. To the extent permitted by applicable law, You also waive Your right to a trial by jury.

16. **Waivers.** You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. **TAX TREATMENTS AND INDEMNIFICATION.** Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes. You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. **Golf Cars.** If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. **Financial and Credit Information; Communication Methods.** You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

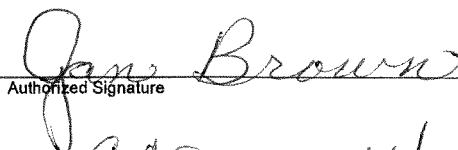
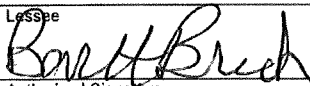
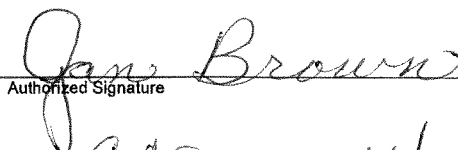
20. **Facsimile.** This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. **Miscellaneous.** You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule. Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.


LESSEE SIGNATURE	CITY OF MADRAS, OREGON		LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131		
	Lessee	←		Lessor		
	 Authorized Signature			 Authorized Signature		
Bart Brick, Mayor Pro Tem Print Name Title Date	9-22-2020 Date	CAS Print Name & Title Date	11/20/20 Date			

Equipment Schedule

New/ Used	Make and Model of Equipment			Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
N	CLUB CAR	PRECE	ELEC GOLF CAR		\$98,374.80	N/A	N/A	N/A

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE	CITY OF MADRAS, OREGON		
	Lessee		
	Authorized Signature	←	
	Print Name	Title	Date
	Bart Brick	Mayor Pro Tem	9-22-2020 ←

Master Maintenance Agreement (Golf Cars - Municipal)

Lease Agreement Number:	U090927	Lessor:	DLL Finance LLC
Lessee:	CITY OF MADRAS, OREGON		
Date:	09/21/2020		

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease"). All capitalized terms shall have the meanings ascribed to them in the Lease. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described the Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or coving damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.


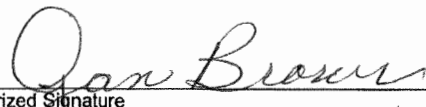
2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

LESSEE SIGNATURE	CITY OF MADRAS, OREGON			LESSOR SIGNATURE	Accepted by: DLL Finance LLC , At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee					
	Authorized Signature					
	Bart Brick, Mayor Pro Tem	9-22-2020	OCAS		11/20/20	
Print Name	Title	Date	Print Name & Title	Date		

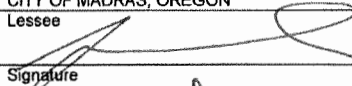
Delivery and Acceptance Certificate

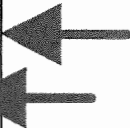
Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required \$	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
CLUB CAR PRECE ELEC GOLF CAR (QTY 20)		98,374.80	N/A	N/A	N/A

Lessee has reviewed and acknowledges and agrees that the Equipment Description above is accurate and complete. A facsimile or electronic signature of this Equipment Description may be treated as an original.

The undersigned ("Lessee") hereby certifies that Lessee has financed all items described above (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC and the Lessee identified below, bearing Lease Application # U090927 (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease.
- (v) A facsimile or electronic signature of this Delivery and Acceptance Certificate may be treated as an original.

LESSEE	CITY OF MADRAS, OREGON
	Lessee
	Signature 
	Print Name <u>Jeff Hund</u> Title <u>Public Works Director</u> Date <u>11/10/2020</u>



* Once signed, this Certificate may be returned via fax to: 515-334-7897 or via e-mail to golf@dllgroup.com

**LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	CITY OF MADRAS, OREGON	(the "Lessee")
Date of Lease Agreement:	09/21/2020	(the "Lease")

In order to induce DLL Finance LLC ("Lessor") to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- o The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- o Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- o If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor's emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee's facsimile signature shall be considered binding as an original.

Dated this 2 day of October, 2020.

LESSEE SIGNATURE	CITY OF MADRAS, OREGON
	Lessee <i>Bart Brick</i> ←
	Authorized Signature
	<i>Bart Brick, Council President</i> <i>10-1-2020</i>
	Print Name Title Date



September 21, 2020

City of Madras, Oregon
125 E Street
Madras, OR 97741

I have enclosed the Lease documentation for the equipment being supplied by Thermo King Northwest. After having the documents signed, please fax or email them back to me at 515-334-7897 or golf@dllgroup.com.

Please have an **Authorized Signor (CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator)** sign and date the following:

- o **Lease Agreement**
- o **Exhibit A – Equipment Description**
- o **Maintenance Agreement**
- o **Delivery and Acceptance Certificate**
 - o May be completed via fax, if equipment has not been delivered at time of document signing
- o **Property Tax Acknowledgment**
- o **Agreement to Provide Physical Damage Insurance**
- o **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**

Please send payments to the following address – P.O. Box 2000, 8001 Birchwood Court, Suite C, Johnston, IA 50131.

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

KEVIN ROSA
Account Manager – Golf, Turf & Recreational Products

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **DEED OF DEDICATION**
Olive Street - Right of Way

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves and authorizes the Mayor to sign the Deed of Dedication for Public Right-of-Way (ROW) which consists of the westerly 12.50 feet of lands described in the deed document 2024-4757.

OVERVIEW:

Attached is the legal description and exhibit describing the portion of land to be dedicated by 20186WY-83 LLC, which the City has respectively asked for a public right-of-way dedication. This additional property is needed to build Olive Street to city standards.

STAFF ANALYSIS:

As a condition of approval of the site plan for Olive Street Mini Storage 20186WY-83 LLC, was to dedicate property the entire length of the Olive Street mini storage as public ROW. The attached Deed of Dedication fulfills the requirements of the land use by dedicating the agreed upon ROW. The addition of this right of way provides the city the needed property for the improvements of Olive Street.

FISCAL INFORMATION:

Cost of recording the document is \$116.

SUPPORTING DOCUMENTATION:

Deed of Dedication

STRATEGIC GOAL:

Goal #3 - C

After recording, return to:
City of Madras
Attn: City Administrator
125 SW E Street
Madras, Oregon 97741-1605

DEED OF DEDICATION

Other property or value is the entire consideration for this conveyance.

20186WY-83 LLC, a Wyoming limited liability company (“Grantor”), hereby dedicates, grants, transfers, and conveys to the City of Madras, an Oregon municipal corporation (“Grantee”) for public right-of-way purposes including, without limitation, installation of public and franchise utilities, that certain real property situated in Jefferson County, Oregon more particularly described on the attached Exhibit A and depicted on the attached Exhibit B (collectively, the “Property”) free and clear of all liens and encumbrances.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[signature and notary page follows]

Dated this ___ day of _____, 2024

GRANTOR

20186WY-83 LLC,
a Wyoming limited liability company

By: _____
Its: _____

State of Oregon, County of _____) ss.

The foregoing instrument was acknowledged before me on this __ day of _____, 2024 by _____ as _____ of 20186WY-83 LLC.

Notary Public for Oregon

[acceptance on following page]

ACCEPTANCE

City of Madras, acting by and through its Mayor, does hereby accept the foregoing Deed of Dedication pursuant to ORS 92.014.

Dated this ____ day of _____, 2024

GRANTEE

City of Madras,
an Oregon municipal corporation

By: Mike Lepin, Mayor

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me on _____, 2024
by Mike Lepin, Mayor of the City of Madras.

Notary Public for Oregon

Exhibit A

Legal Description of Property

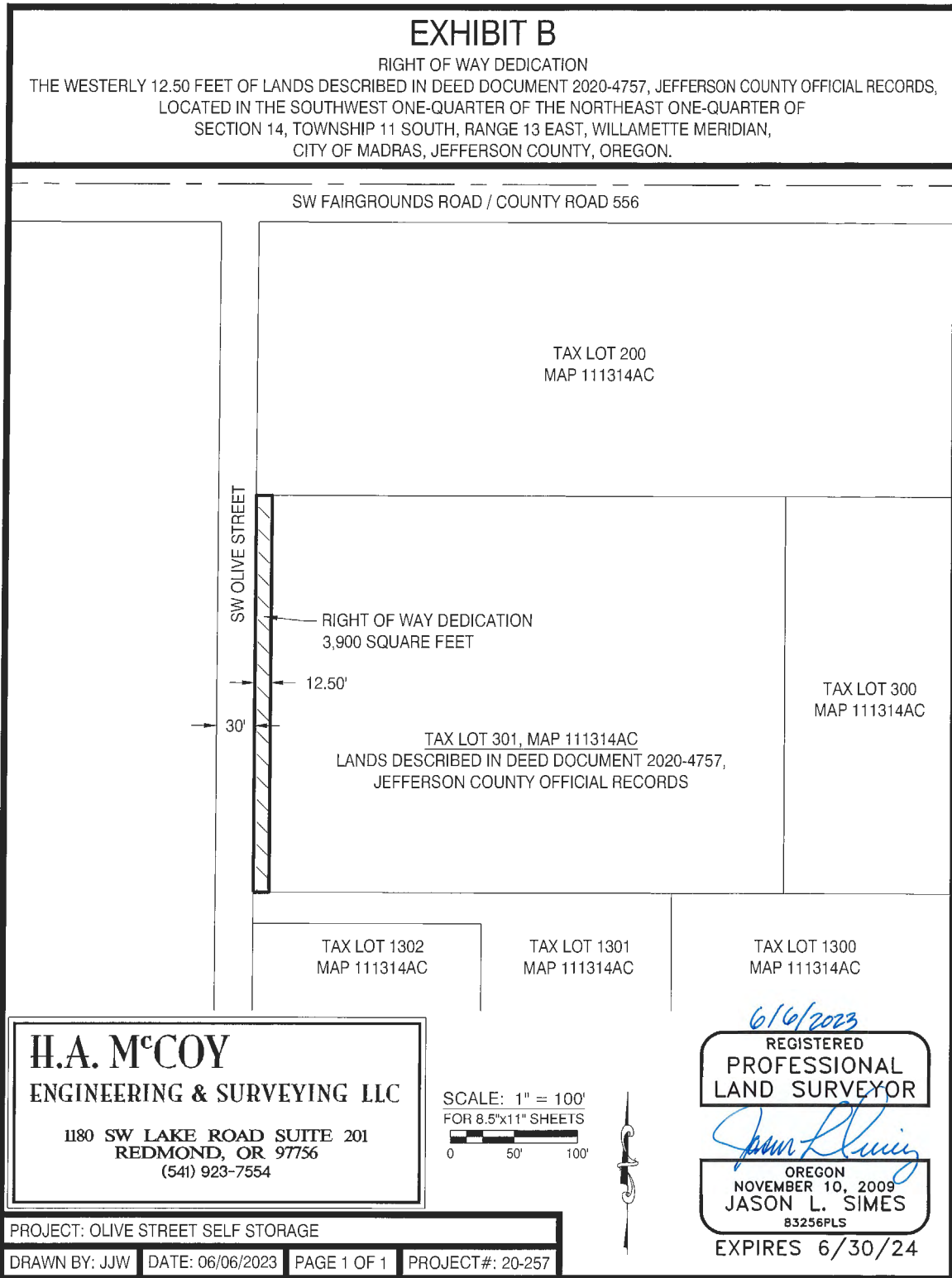
Right of Way Dedication

The Westerly 12.50 feet of lands described in Deed Document 2020-4757, Jefferson County Official Records, located in the Southwest One-Quarter of the Northeast One-Quarter of Section 14, Township 11 South, Range 13 East, Willamette Meridian, City of Madras, Jefferson County, Oregon.

The above described land contains 3,900 square feet, more or less.



Exhibit B
Depiction of Property



CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR GLOBAL GRANTS SERVICES**
Professional Services Agreement for grant writing provider.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve the Professional Services Agreement for Global Grants Services.

OVERVIEW:

The Community Development Department solicited qualifications from grant writing services providers. At the December 12, 2023 Council meeting the City Council selected Global Grants Services to be one of the City's grant writing service providers and the Council requested that staff present the associated Professional Services Agreement to the Council at a future meeting to be considered for approval. At the January 9, 2024 Council meeting staff will present the Professional Services Agreement for the Council to consider approving.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Professional Services Agreement for Global Grants Services

STRATEGIC GOAL:

Goal #3, Community Development #1 & 2.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated _____, 20__, but made effective for all purposes as of _____, 20__ (the "Effective Date"), and is entered into between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Global Grant Services, LLC ("Contractor"), a California limited liability company, whose address is 5293 Klingsell Pl., Fairfield, CA 94533.

RECITAL:

City desires to retain Contractor to perform certain grant writing and management services. Subject to the terms and conditions contained in this Agreement, Contractor is willing to perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following granting writing and management services for and on behalf of City (collectively, the "Services"): (a) those services identified in the attached Schedule 1.1 (the "Scope of Work"); (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of the services identified in the Scope of Work; and (c) such other services requested by the city administrator (or his or her designee) from time to time. For purposes of this Agreement, the term "city administrator" means City's then-appointed city administrator and/or his or her designee. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the city administrator and perform the Services under the general direction of the city administrator (or his or her designee), (y) devote such time and attention to performance of the Services as City deems necessary or appropriate, and (z) perform the Services to the best of Contractor's ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule; Coordination; Conditions Precedent. Contractor will perform the Services expeditiously, in a timely manner, and in accordance with the Scope of Work. Contractor will coordinate its performance of the Services with the city administrator (or his or her designee). Contractor and City will routinely consult with each other to ensure effective and efficient provision of the Services. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor at the rates identified in the fee schedule attached as Schedule 2.1. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); and (b) the number of hours (or fraction thereof) each person spent to perform the Services. City will pay the amount due under the Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services described in the Invoice. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$126,000.00.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor. Contractor is responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses incurred by Contractor to perform the Services and/or in connection with this Agreement.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representations, warranties, and/or covenants made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable California law and authorized to do business in Oregon. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor

and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, and/or order to which Contractor is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Contractor certifies that Contractor (and Contractor's principals) are not debarred, suspended, proposed for disbarment, declared ineligible, or otherwise excluded from participating in and/or performing the Services under this Agreement.

4.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, free from any errors, omissions, and/or deficiencies, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law, if applicable; (c) professional liability insurance (errors and omissions insurance) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$500,000 per occurrence, \$1,000,000 in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured (except for Contractor's professional liability insurance policy), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. Any insurance policy Contractor is required to obtain under this Agreement will not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor execution of this Agreement and at any other time requested by City. If Contractor fails to maintain the insurance required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs reimbursed by Contractor immediately upon City's demand.

4.4 Compliance with Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS chapters 279A, 279B, and 279C, including, without limitation, ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City and an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement,

the term “Law(s)” means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, the Tax Laws (as defined below) and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Compliance with Tax Laws. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, those tax laws described in ORS 305.380(4) (individually and collectively, the “Tax Laws”). Contractor will comply with the Tax Laws during the term of this Agreement. By signing this Agreement, Contractor certifies, under penalty of perjury, that Contractor is, to the best of Contractor’s knowledge, not in violation of any Tax Laws.

4.6 Indemnification. Contractor will defend, indemnify, and hold City and each present and future City employee, officer, and representative (individually and collectively, “City Representative(s)”), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Contractor’s acts and/or omissions (and/or the acts and/or omissions of Contractor’s members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, “Contractor Representative(s)”); (b) Contractor’s failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor’s breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor’s indemnification obligations provided in this Section 4.6 will survive the termination of this Agreement.

4.7 Assignment of Studies and Reports. Contractor will provide and assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the “Deliverable(s)”) to City upon the earlier of City’s request or termination of this Agreement. All Deliverables provided to City will become the property of City who may use them without Contractor’s permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.8 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five (5) years after the termination of this Agreement. Contractor’s records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Contractor will provide City access to any books, documents, papers, and/or records of Contractor which are pertinent to this Agreement and/or the Services, including, without limitation, Contractor’s time and billing records, for the purpose of making audit, examination, excerpts and transcriptions.

4.9 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or

remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city administrator of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or accessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for three (3) years from the Effective Date, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing ten (10) days' prior written notice of such termination to Contractor. Upon receipt of notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing all Services.

5.2 Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor fails to timely perform the Services; (b) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (c) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (d) problems occur in connection with Contractor's performance of the Services; and/or (e) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any portion of the Services that have not been performed or for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services no later than five (5) days after termination of this Agreement.

5.4 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect; Amendment. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement and/or the Services to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. 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, costs and disbursements specified in ORCP 68 A(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, in amounts as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their reasonable efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required to be in writing under this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, 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.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, 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; the term "Effective Date" means the date on which this Agreement is fully executed by the parties. 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 word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[signatures on next page]

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

CITY:

City of Madras,
an Oregon municipal corporation

CONTRACTOR:

Global Grant Services, LLC,
a California limited liability company

By: Mike Lepin, Mayor

Federal Tax Id. No.: _____

By:

Federal Tax Id. No.: _____

Schedule 1.1
Scope of Work

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

1. Contractor will attend weekly or bi-weekly meetings with City staff to discuss:
 - a. Grant opportunities
 - b. Status of grant applications filed and/or approved.
 - c. Administrative requirements of grant applications being pursued or that have been awarded.
2. Grant Feasibility Research:
 - a. Identify potential grant opportunities based on guidance from City staff.
 - b. Attend agency webinar, trainings, events and otherwise to learn about grant requirements.
 - c. Review documentation of grant opportunities and report to City staff on those requirements
 - d. Contact agency staff on behalf of the City to obtain guidance, clarification, or answers to key questions.
 - e. If appropriate, follow up with agency on behalf of the City to staff to determine why grant proposals were not funded and what improvements are needed.
3. Grant Application Preparation:
 - a. Prepare grant applications, as appropriate, on behalf of the City.
 - b. Communicate with funding agency staff about grant requirements, challenges, and other related details.
4. Grant Administration & Reporting:
 - a. Assist City with registration in agency databases, portals, platforms, or otherwise (e.g. Grants.gov.) so that the City may submit grants in a timely manner
 - b. Keep electronic copies of all grant application materials and provide copies to the City.
 - c. Contact agency staff on behalf of the City to obtain guidance, clarification, or answers to any grant reporting requirements.
 - d. Develop and maintain schedule of key timelines, deliverable, task assignments for grant applications the City will pursue
 - e. Identify, obtain, and prepare drafts of key grant reporting documents (e.g. financial reports, progress reports, performance reports) from the respective granting agency for the City to finalize and submit.
 - f. Submit amendment request or change of scope to funding agencies.
 - g. Coordinate, schedule, and meet with the appropriate City department(s) to discuss challenges, informational needs, and timelines.
 - h. Coordinate any financial reporting with the City's Finance Department to ensure accurate and timely submission of financial reports.
5. Staffing
 - a. A Senior Grants Analyst will perform at a minimum, 24 hours per month of grant management services.
 - b. A Director of Accounts will oversee all grant projects, and provide at a minimum 10 hours per month.
 - c. Contractor's Principals will attend all meetings when available, and provide a minimum of 10 hours per month of application reviews and submissions.

Schedule 2.1
Fee Schedule

\$3,500 per month, prorated as applicable

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR HEARINGS OFFICER SERVICES**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve the Professional Services Agreement for Hearings Officer Services with Elliott, Riquelme & Wilson, LLP.

OVERVIEW:

The Community Development Department solicited qualifications from Hearings Officers providers. At the December 12, 2023 Council meeting the City Council awarded a contract to Cable Huston, LLP for Hearings Officer Services. Since then another provider has requested the ability to provide services. Additionally, staff has determined that there may be circumstances where Cable Huston, LLP is not able to provide Hearings Officer services for reasons, including but not limited to, conflicts of interest and availability. As a result, staff finds that it is in the best interest of the City to have two Hearings Officers under contract and available to provide such services, as needed. For these reasons, at the January 9, 2024 Council meeting staff will present the Professional Services Agreement for Hearings Officer services with Elliott, Riquelme & Wilson, LLP for the Council to consider approving.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Professional Services Agreement for Hearings Officer Services with Elliott, Riquelme & Wilson, LLP

STRATEGIC GOAL:

N/A

PROFESSIONAL SERVICES AGREEMENT – HEARINGS OFFICER

This Professional Services Agreement (this “Agreement”) is dated this 12th day of January, 2024, but made effective for all purposes as of the Effective Date (as defined below), between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E. Street, Madras, Oregon 97741, and Elliott, Riquelme & Wilson, LLP (“Contractor”), an Oregon limited liability partnership, whose address is 1133 NW Wall Street, Suite 105, Bend, OR 97703.

RECITAL:

City desires to retain Contractor to provide on-call code enforcement hearings officer services for code enforcement proceedings as they arise. Contractor will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Hearings Officer Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following hearings officer services for and on behalf of City (collectively, the “Services”): (a) those certain hearings officer services described on the scope of services attached hereto as Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described on the attached Schedule 1.1; and (c) such other hearings officer and related services requested by City’s community development director (or his or her designee) from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the community development director (or his or her designee) and perform the Services under the general direction of the community development director (or his or her designee), (y) devote such time and attention to the performance of the Services as City deems necessary or appropriate, and (z) perform the Services to the best of Contractor’s ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 On-Call Process – Task Order. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services requested by City from time to time. Upon City’s identification of any required Services, City and Contractor will discuss the applicable Services, including, without limitation, the anticipated fees and schedule for completing the Services (the “Consultation”). After the Consultation, City will provide Contractor written notice, which notice will be substantially in the form attached hereto as Exhibit A (each a “Task Order”), containing a description of the requested Services, Contractor’s performance obligations, the payment methodology for the requested Services, and the schedule for completion of the Services. Within five (5) days after City’s delivery of a Task Order, Contractor will provide City written notice confirming whether Contractor will provide the Services requested under the Task Order, which shall not be unreasonably withheld. If Contractor is willing to provide the requested Services, Contractor will provide the requested Services subject to and in accordance with this Agreement and the applicable Task Order. If Contractor is unable to provide the requested Services, Contractor will not provide the Services requested under the applicable Task Order. Each executed Task Order will become an attachment to this Agreement.

1.3 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule(s) established under Madras Municipal Code Chapter 2.30 or as otherwise provided under applicable law or Task Order. Notwithstanding anything contained in this Agreement to the contrary,

City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor at the rates and/or fees identified in Schedule 2.1 and/or each applicable Task Order. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month if any (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof to the 10th of an hour) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed the amount(s) City and Contractor agree upon in each applicable Task Order and in no event will total compensation under this Agreement exceed \$25,000.00.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized under Oregon law and validly existing and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, with the care and skill ordinarily exercised by other professionals practicing under similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the types and minimum levels of insurance specified on the attached Schedule 4.3. Contractor will obtain and maintain workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s) (except the workers' compensation and professional liability insurance policies), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand. Notwithstanding anything contained in this Agreement to the contrary, City may impose additional types and/or increased minimum levels of insurance in a Task Order.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City and an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, the City, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, Davis-Bacon requirements if applicable, and all applicable City ordinances, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. To the fullest extent permitted by the Laws, Contractor will indemnify and hold City, and each present and future City officer, employee, agent, and representative (collectively, "City's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's directors, officers, shareholders, partners, employees, agents, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor

representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Contractor will assign all reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the "Deliverables") to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission for any lawful purpose, including, without limitation, additions to or completion of the Services. City acknowledges that City's modification and/or reuse of the Deliverables without Contractor's prior approval will be at City's sole risk. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of three (3) years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Contractor agrees to provide City or any of City's duly authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement and/or the Services for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city recorder of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city recorder of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for one (1) year commencing from the Effective Date unless sooner terminated or extended as provided in this Agreement. City

shall have the option to extend the term of this Agreement for two (2) periods of one (1) year each. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing any Services.

5.2 Termination for Cause. Either party may terminate this Agreement for cause in accordance with Sections 5.2.1 and 5.2.2 and/or if the other party fails to fulfill its obligations that are essential to the completion of the Services subject to the terms and conditions contained in this Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law and/or under this Agreement.

5.2.1 Termination by City. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement in whole or in part, if Contractor fails to: (a) perform the Services within the time specified in this contract or by City approved extension; (b) make adequate progress so as to endanger satisfactory performance of the Services; (c) fulfill Contractor's obligations under this Agreement that are essential to the completion of the Services; (d) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City and/or that otherwise reflects adversely on the reputation or operations of City; (e) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (f) continuous or repeated problems occur in connection with the performance of the Services; and/or (g) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion. Upon receipt of the notice of termination, Contractor must immediately discontinue all Services affected unless the notice directs otherwise. City agrees to make just and equitable compensation to Contractor for satisfactory Services completed up through the date Contractor received the termination notice; provided, however, compensation will not include anticipated profit on non-performed Services. Subject to Section 4.5, City agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this Section 5.2.1. If, after finalization of the termination action, City determines, in City's sole discretion, that Contractor was not in default of this Agreement, the rights and obligations of the parties will be the same as if City issued the termination for convenience under Section 5.1(b). If Contractor breaches or otherwise fails to perform any Contractor representations, warranties, covenants, and/or obligations under this Agreement, City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law and/or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

5.2.2 Termination by Contractor. Contractor may terminate this Agreement in whole or in part, if City: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; and/or (c) suspends the Services for more than one hundred eighty (180) days due to reasons beyond the control of Contractor. Upon receipt of a notice of termination from Contractor, City agrees to cooperate with Contractor for the purpose of terminating this Agreement or portion thereof, by mutual consent. If City and Contractor cannot reach mutual agreement on the termination settlement under this Section 5.2.2, Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon City's breach of this Agreement. In the event of termination due to City breach, Contractor may invoice City to receive full payment for all Services performed or furnished in accordance with this Agreement and all justified reimbursable expenses, if any, incurred by Contractor through the effective date of termination. City agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this Section 5.2.2.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to any City obligations under Section 5.2. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/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, costs and disbursements specified in ORCP 68 A(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. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, 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.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire

agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, 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 word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. The "Effective Date" is the date that the final signature is affixed to this Agreement.

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

CITY:
City of Madras,
an Oregon municipal corporation

CONTRACTOR:
Elliott, Riquelme & Wilson, LLP,
an Oregon limited liability partnership

By:
Its:

Federal Tax Id. No.: _____

Date: _____

By:
Its:

Federal Tax Id. No.: _____

Date: _____

Schedule 1.1
Scope of Services

Contractor will perform the Services on an as-need basis subject to and in accordance with the terms and conditions contained in this Agreement. Contractor will be available as necessary for consultation. City does not guaranty any minimum hours of service or schedule. Subject to the terms and conditions contained in this Agreement, Contractor will provide hearings officer and related services for and on behalf of City, including, without limitation, the following:

A. Basic Hearings Officer Services. City may require general hearings officer services from Contractor for code enforcement proceedings which include, without limitation, the following: (a) officiate public hearings; (b) coordinate and work with City staff; (c) review evidence and legal argument; (d) rule on motions and procedural matters; and/or (e) prepare written findings and decisions.

B. Task-Based Services. Subject to the terms and conditions contained in this Agreement, including, without limitation, Section 1.2, City may direct Contractor to undertake and perform specific projects for City that have a defined scope of work and/or for any other reason City desires to assign the work on a task-basis to Contractor.

Schedule 2.1
Schedule of Compensation

Hourly Compensation - \$250 per hour for attorney time or as specified in a Task Order

Travel and Other Expenses (included in not to exceed amount) - as specified in a Task Order, but not to exceed the rates then applicable to City staff

Schedule 4.3
Insurance Requirements

Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or in a Task Order, the following types and minimum levels of insurance:

1. Commercial General Liability. Commercial general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
2. Automobile Liability Insurance. Automobile liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, which includes coverage for bodily injury and property damage resulting from operation of owned, non-owned, and hired motor vehicles.
3. Errors and Omissions. Errors and omissions insurance with limits of no less than \$2,000,000 per occurrence, \$2,000,000 in the aggregate.
4. Employer Liability. Employer liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate.

Insurance coverage requirement reviewed and approved by City's legal counsel and/or City's risk management specialist.

Insurance documentation reviewed and approved by City's legal counsel and/or City's risk management specialist.

Exhibit A
Template Task Order

(attached)

TASK ORDER NO. __

Professional Services Agreement – Hearings Officer Services

City Case No. _____

City Contract No. _____

This Task Order No. __ dated ____, 20__ (this “Order”) is made and issued pursuant to the terms and conditions of that certain Professional Services Agreement –Hearings Officer Services dated _____, 2023 (the “Agreement”) between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E. Street, Madras, Oregon 97741, and Elliott, Riquelme & Wilson, LLP (“Contractor”), an Oregon limited liability partnership, whose address is 1133 NW Wall Street, Suite 105, Bend, OR 97703.

1. Contractor Services. Subject to the terms and conditions contained in the Agreement and this Order, Contractor will perform the following hearings officer services for and on behalf of City (the “Requested Services”):

[Insert Description of Requested Services]

2. Schedule. The Requested Services described in this Order will be completed no later than _____, 202__ and in accordance with the following schedule:

[Insert Schedule of Requested Services]

3. Compensation. Contractor will complete the Requested Services at the following rates and fees:

[Insert Fee Schedule for Requested Services]

Notwithstanding anything contained in this Order to the contrary, total compensation payable by City under this Order for the performance of the Requested Services will not exceed \$_____.

4. Miscellaneous. Upon the parties’ mutual execution of this Order, this Order is made part of the Agreement. The terms of the Agreement remain unchanged and in full force and effect and are incorporated herein by this reference. All capitalized terms used in this Order not otherwise defined herein have the respective meanings assigned to them in the Agreement. This Order and the Agreement represent the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Order. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. This Order may be executed in counterparts.

5. Authorization. City hereby approves and authorizes, and Contractor agrees to complete and perform, the Requested Services described in this Order subject to and in accordance with this Order and the Agreement.

CITY:
City of Madras,
an Oregon municipal corporation

CONTRACTOR:
Elliott, Riquelme & Wilson, LLP,
an Oregon limited liability partnership

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **WARMING SHELTER MEMORANDUM OF UNDERSTANDING**
MOU between City and Jefferson County Faith Based Network for Operation of the Warming Shelter

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves the Memorandum of Understanding between the City of Madras and Jefferson County Faith Based Network.

OVERVIEW:

The warming shelter aka homeless services center is planned to be opening for operation on January 10th in accordance with COIC's grant requirement. The MOU is a temporary stop gap measure to allow FBN to start operations while we finalize the Operating Agreement and Lease.

STAFF ANALYSIS:

The Faith Based Network (FBN) prepared an MOU which they would like the City to sign in order to operate the warming shelter starting January 10th. Staff had been working with FBN to prepare the Operating Agreement and Lease Agreement but failed to complete it in time before operations begin on January 10th. It's expected that the agreements will be ready at the January 23rd meeting. FBN is okay with operating the warming shelter prior to having the Operating Agreement and Lease Agreement finalized so long as an MOU between both parties is executed. FBN has prepared a simple MOU for the City to sign.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Memorandum of Understanding between Jefferson County Faith Based Network and City of Madras

STRATEGIC GOAL:

#3A1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is dated effective January 10, 2024 (the “**Effective Date**”) and is entered into by and between the City of Madras, an Oregon municipal corporation (the “**City**”), and Jefferson County Faith Based Network, an Oregon nonprofit corporation (“**JCFBN**”).

Recitals

A. The City owns the real property and improvements located at 61 NW Oak Street, Madras, Jefferson County, Oregon, which is commonly known as the Homeless Services Center (the “**HSC**”).

B. The City developed and constructed the HSC facility with grant funds obtained through the following programs:

1. Community Development Block Grant Program Grant Contract dated February 10, 2022 (Contract No. IA2101) between City and State of Oregon, acting through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department, as amended by that certain Amendment No. 1 dated on or about September 13, 2022 (collectively, the “**CDBG Agreement**”). Grant funds obtain by the City under the CDBG Agreement are 2021-2022 State of Oregon Community Development Block Grant program funds.

2. Coronavirus State Fiscal Recovery Fund Grant Agreement (Contract No. 8217) dated June 23, 2022, between the City and State of Oregon, acting through the Oregon Department of Administrative Services (the “**DAS Agreement**”).

3. Grant Agreement – State of Emergency Due to Homelessness (Contract No. OR-503) dated April 21, 2023, between State of Oregon, acting through the Housing and Community Services Department, and Central Oregon Intergovernmental Council (“**COIC**”), as amended by that certain Amendment No. 1 dated July 11, 2023 (collectively, the “**HCSD Agreement**”). COIC’s obligations under the HCSD Agreement have been passed through to the City pursuant to the terms and conditions of that certain Subrecipient Agreement (Contract No. EO 23-02-005) dated August 14, 2023, between COIC and City (the “**Subrecipient Agreement**”).

For purposes of this MOU, the term “**Governing Documents**” means the CDBG Agreement, DAS Agreement, HCSD Agreement, and Subrecipient Agreement.

C. Consistent with the Governing Documents, the parties desire JCFBN to operate the HSC as an overnight shelter and as a primary hub for social services designed to assist persons experiencing homelessness to move toward stability and self-sufficiency (collectively, the “**Program**”). JCFBN desires to operate the Program in accordance with, and subject to, this MOU and the Governing Documents.

D. The City and JCFBN are in the process of negotiating and drafting a facility lease and operating agreement (collectively, the “**Operating Agreement**”) concerning the parties’ respective rights and obligations relating to the HSC and Program; however, such document is not complete as of the Effective Date.

E. The Subrecipient Agreement (Schedule 1.1) provides that the Program will be “up and running” by January 10, 2024, and the parties desire to commence Program operations as soon as possible to provide relief from the winter weather. To this end, the City and JCFBN desire to enter into this MOU in good faith to memorialize their mutual understanding and agreement as it relates to the HSC and the

overnight shelter portion of the Program while they continue to work toward completion and execution of the Operating Agreement.

Therefore, it is understood that:

1. **HSC Facility.** At the commencement of the Term (defined below), the City will (a) cause the HSC to be complete, safe for occupancy, and sufficient for operation of the Program with all systems functioning properly, and (b) furnish the HSC with furniture, appliances, linens, and other supplies needed for operation of the Program. During the Term, the City, at its cost, will maintain the HSC facility and furnish it in the manner described above.
2. **Services.** During the Term, JCFBN will operate an overnight shelter at the HSC facility from 6:00 p.m. to 7:00 a.m., seven (7) days per week. JCFBN will operate the shelter subject to and in compliance with all applicable federal, state, and local laws, ordinances, and regulations.
3. **Term.** The term of this MOU (and JCFBN's right to possess and operate the shelter from the Property) will commence on the Effective Date and continue until the first to occur of the following (the "**Term**"): (a) the parties' execution of the Operating Agreement; or (b) 5:00 P.M. on February 15, 2024.
4. **Operating Agreement.** During the Term, the parties will work together in good faith to finalize and execute the Operating Agreement. Subject to the terms and conditions contained in this MOU, if the Term expires and the Operating Agreement has not been executed, JCFBN will promptly vacate the Property and will have no further obligation to the City relating to the HSC and/or the Program, except only to repair any damage to the HSC caused by JCFBN and/or JCFBN's Agents (defined below) during the Term.
5. **Insurance; Indemnification.** JCFBN will procure, and thereafter continue to carry, general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising out of JCFBN's activities on, or any condition of, the HSC. JCFBN will cause the City to be named as an additional insured party on JCFBN's liability insurance policy. JCFBN will defend, indemnify, and hold the City and the City's officers, employees, and volunteers harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) the negligence or willful misconduct of JCFBN or any of JCFBN's directors, officers, employees, or agents (collectively, "**JCFBN's Agents**"); or (b) JCFBN's breach or failure to perform any JCFBN representation, warranty, covenant, or obligation contained in this MOU. JCFBN's indemnification obligations contained in this Section 5 will survive the expiration or earlier termination of this MOU.
6. **Miscellaneous.** This MOU is a legally binding agreement enforceable by either party in accordance with its terms.

[Signature page follows.]

The parties have caused this MOU to be binding and effective for all purposes as of the Effective Date.

THE CITY:

City of Madras,
an Oregon municipal corporation

JCFBN:

Jefferson County Faith Based Network,
an Oregon nonprofit corporation

By: _____
Mike Lepin, Mayor

By: _____
Anthony Mitchell, Executive Director

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS**
Ground Lease between the City of Madras and Rob Berg/Eddy Fuller

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the ground lease between the City and Rob Berg and Eddy Fuller

OVERVIEW:

The attached ground lease between the City and Rob Berg and Eddy Fuller is for Lease Area 15 on the Airport, which is commonly referred to as T-Hangar No. 2. Rob Berg and Eddy Fuller purchased the building in 2021 and have requested the lease. The initial lease term is 20 years with 2-10 year renewal options (basically a 40-year ground lease). The annual lease, including lighting and access fee for 2024 is \$1,545.00. The ground lease includes a standard 3% annual increase to rent and the lighting and access fee.

STAFF ANALYSIS:

The staff have been working with Mr. Berg and Mr. Fuller to negotiate the terms of the ground lease. The staff's concern is that the buildings' useful life was less than 20 years. To address the concern, Mr. Berg and Mr. Fuller hired a contractor to perform an analysis of the building. Per the analysis performed by L3 Construction, the building has a useful life of at least 30 years. At the end of the initial 20-year lease term, if the tenant desires to exercise the option of extending the lease for an additional 10 years, they will be required to obtain a similar report showing the useful life of the building for a minimum of 15 years.

FISCAL INFORMATION:

Revenue to the Airport = \$1,545.00 in lease payment for 2024 plus back payments of lease rent in the amount of \$3,193.74.

SUPPORTING DOCUMENTATION:

Airport Ground Lease for Aeronautical Use Improvements - City of Madras and Rob Berg/Eddy Fuller

L3 Construction Site Inspection of Building

STRATEGIC GOAL:

AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(Hangar)

This Airport Ground Lease for Aeronautical Use Improvements (Hangar) (this "Lease") is dated January 9, 2024, but made effective for all purposes as of October 12, 2021 (the "Effective Date"), and is entered into between City of Madras ("Landlord"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, Robert Berg ("Berg"), whose address is 8289 SW Airpark Drive, Culver, Oregon, 97734, and Eddy Fuller ("Fuller"), whose address is 2190 NW Fir Lane, Madras, Oregon, 97741. For purposes of this Lease, Fuller and Berg will be individually and collectively referred to herein as "Tenant."

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Madras Municipal Airport, a public municipal airport located in Madras, Oregon (the "Airport"). Landlord is the owner of certain real property located at the Airport consisting of approximately 5,850 square feet, commonly known as Lease Area 15 (the "Property"), which Property is more particularly described and/or depicted on the attached Exhibit A. The Property has been improved with the construction of a certain 2,910 square foot aircraft hangar commonly known as T-Hangar No. 2 (the "Hangar").

B. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant's right to possession of the Property, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until December 31, 2041 (the "Initial Term"), unless sooner terminated or extended as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and each Extended Term (as defined below), if applicable; unless the text clearly provides otherwise, the term "Hangar" means the Hangar and Property.

1.2 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of the landing, takeoff, flying, taxiing, and towing of aircraft in connection with Tenant's use of the Property for the Permitted Use. Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.3 Extended Term.

1.3.1 Subject to the terms and conditions contained in this Lease, if Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for two consecutive additional terms of ten (10) years each (each an "Extended Term"). Tenant will exercise an Extension Option by providing Landlord written notice (the "Notice of Extension") no less than one hundred eighty (180) days

prior to the last day of the Initial Term or Extended Term, as applicable. Subject to the terms and conditions contained in this Lease, including, without limitation, providing a satisfactory condition assessment report in accordance with Section 1.3.2, giving of the Notice of Extension will be sufficient to make this Lease binding for the applicable Extended Term. Each Extended Term will commence on the day immediately following the expiration of the Initial Term or Extended Term, as applicable. The terms and conditions for each Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below) and L/A Fee (as defined below) (which are subject to annual escalation as provided below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have any Extension Option that has been exercised.

1.3.2 Notwithstanding anything contained in this Lease to the contrary, Tenant will not have the option to extend the Initial Term or first Extended Term, as applicable, under Section 1.3.1 unless and until Tenant provides Landlord a satisfactory (as determined by Landlord) facility (Hangar) condition assessment report, prepared by an independent, qualified contractor or consultant attesting that the Hangar's then useful life is at least fifteen years. Tenant will provide Landlord the condition assessment report contemporaneously with Tenant's submission of the Notice of Extension.

1.4 Tenant's Financial Capability; Authority; Hangar Ownership. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's payment and performance of all Tenant's obligations under this Lease, including, without limitation, Tenant's payment obligations; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Hangar and no other person has any ownership, rights, and/or interests in and to the Hangar (except Landlord as provided under this Lease); (e) the Hangar is free from all Encumbrances (as defined below) and Tenant will keep the Hangar and Property free from all Encumbrances; and (f) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport, Hangar, and Property. Tenant accepts the Airport, Hangar, and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport, Hangar, and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Hangar, and/or Property.

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual base rent, without offset, in the amount of \$937.41 (\$0.1602 per square foot) ("Base Rent"). Base Rent is payable in one annual installment on or before January 1 each year without invoice from Landlord. Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial month or year in which the Lease Term commences and/or ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Base Rent Escalation. Commencing on January 1, 2022 and continuing annually thereafter during the Lease Term upon January 1 of each year, Base Rent will escalate (increase) by three percent (3.0%) over Base Rent for the immediately preceding twelve-month period. Commencing on January 1, 2028 and continuing on January 1 every five years immediately thereafter, Base Rent will be equal to the Property's fair market rental rate (and escalated (increased) thereafter in accordance with this Lease), which amount will be mutually and reasonably determined by Landlord and Tenant. If Tenant and Landlord are unable to agree on the fair market

rental rate no less than ninety (90) days prior to the then-applicable anniversary of the Effective Date, Tenant and Landlord will employ a commercial real estate appraiser familiar with aeronautical airport properties in Central Oregon to assist in the determination; in which case the commercial real estate appraiser will be employed no less than sixty (60) days prior to the then-applicable anniversary of the Effective Date. Tenant will choose the commercial real estate appraiser from a list of no fewer than three qualified commercial real estate appraisers provided by Landlord. If Tenant fails to choose a commercial real estate appraiser from the list within five days after Tenant's receipt of the list, Landlord may name any commercial real estate appraiser from Landlord's list. Within thirty (30) days after his or her appointment, the commercial real estate appraiser will return his or her decision as to the Property's fair market rental rate, together with a discussion of the facts, considerations, and opinions on which the determination is based. Subject to the terms and conditions contained in this Lease, the commercial real estate appraiser's determination as to the Property's fair market rental rate will be binding on Tenant and Landlord. The cost and expense of the commercial real estate appraiser will be borne by the parties equally.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Hangar (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), general and special assessments, insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.3.2 and 2.3.3, below; (b) all costs and expenses incurred in connection with Tenant's ownership (in the case of the Hangar), use, occupancy, maintenance, improvement, and/or repair of the Property and/or Hangar; (c) all applicable Airport charges, fees, and/or assessments that may be imposed or assessed from time to time; and (d) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent that is payable to Landlord under this Lease will be net to Landlord. All costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of Tenant's ownership (in the case of the Hangar), use, occupancy, maintenance, and/or repair of the Property and/or Hangar will be paid by Tenant. If an item of Additional Rent is not payable to Landlord, Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within fifteen (15) days after Landlord's written request. As of January 1, 2024, Tenant has \$4,739.61 in Rent due and payable to Landlord (the "Outstanding Rent"). Tenant will pay the Outstanding Rent to Landlord in full no later than January 31, 2024. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Hangar), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Hangar, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, internet, and janitorial services (including, without limitation, all connection fees, costs, and expenses related thereto). Commencing on the Effective Date, in addition to all other fees, charges, and/or expenses provided under this Lease, Tenant will pay Landlord a right-of-way, lighting, and access fee of \$39.7728 per month/\$477.34 per year (\$.0137 per square foot) (the "L/A Fee"). Commencing on the January 1, 2022 and continuing on the same day each year thereafter during the Lease Term, the L/A Fee will increase (escalate) by three percent (3%) over the L/A Fee for the last month of the immediately preceding twelve-month period.

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Hangar), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for the (a) ownership, maintenance, repair, use, and operation of the Hangar, and (b) storage of Tenant's aircraft and related aviation purposes (collectively, the "Permitted Use"). The Hangar is described and/or depicted on the attached Exhibit B. Tenant will not use the Property for any purpose other than the Permitted Use.

3.2 Conditions, Limitations, and Restrictions. In addition to all other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Hangar, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, construction of the Hangar, and/or by reason of Tenant's use of the Property, Hangar, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Hangar for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property, Hangar, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport master plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Landlord's municipal code, Landlord's policies governing agreements involving the use or disposition of Airport property for aeronautical and/or non-aeronautical use improvements, the Airshow Regulations (as defined below), and Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles (if any), equipment, tools, and/or supplies inside the Hangar walls in a safe, neat, clean, and orderly manner; Tenant will not permit any aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on Airport property outside the Hangar. Tenant will not store any non-aeronautical related vehicles, equipment, tools, and/or supplies on or about the Property. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Hangar. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Hangar only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances located on the Property and/or Hangar, including, without limitation, all Hazardous Substances that may have been spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property prior to the Effective Date (whether during the term of the Lease Agreement or otherwise). For purposes of this Lease, the term "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 environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport, Hangar, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, screening, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property and Hangar is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Hangar together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, (a) Tenant will not engage in any act that will prevent the Airport and/or Airport property from being used for aeronautical and related uses, and (b) Tenant will conduct all activities in a manner that will not adversely affect or interfere with Landlord's operations and/or those of other tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport property, and/or aeronautical activities are specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, hangars, aprons, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Hangar, and/or Airport. Tenant is responsible for securing and safeguarding the Property, Hangar, and all aircraft and other personal property located therein. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Hangar and/or Airport may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property, Hangar, and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees as follows: (a) if any facilities and/or improvements (including, without limitation, Alterations (as defined below)) are constructed, maintained, and/or otherwise operated on the Property and/or Hangar for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Hangar; and (c) in the construction of any improvements on, over, and/or under the Property and/or Hangar and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Hangar and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Hangar. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Aircraft Identification. All aircraft based at the Airport must be registered with the Oregon Department of Aviation in accordance with ORS 837.040 (to the extent registration is required under such statute and related regulations). Based aircraft is defined as those aircraft based at the Airport for more than thirty (30) consecutive days. All aircraft located on or in the Property, Hangar, and/or Airport, including, without limitation, those aircraft under repair and/or inoperable aircraft, will be stored in a neat and orderly manner.

3.9 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

3.10 Airshow of the Cascades. Tenant's use of the Property and/or Airport may not interfere with the operation and/or activities of The Airshow of the Cascades (the "Airshow") during the Airshow Days (as defined below). To this end, (a) Tenant will modify or alter its use and operations on and from the Property and Airport during the Airshow Days (which modifications or alterations must be approved by Landlord) to accommodate Airshow activities and/or operations, and (b) Landlord will not be in default (and Tenant will not receive any Rent abatements and/or other concessions) under this Lease due to Tenant's modifications or alterations in its use and operation on and from the Property and/or Airport. Landlord will endeavor to (y) provide Tenant no less than ninety (90) days' advance written notice of the five consecutive days a calendar year that the Airshow will be held (the "Airshow Days") during the applicable year, and (z) consult with Tenant concerning any potential commercially reasonable measures that may be taken to minimize the disruption the Airshow may have on Tenant's operations. Tenant will maintain adequate levels of communication with the Airshow organizer and Landlord to ensure maximum cooperation and coordination between Tenant, the organizer, and Landlord concerning Tenant's activities and operations from the Property and/or Airport during the Airshow Days.

3.11 Airshow Regulations. Tenant will comply with all reasonable rules and regulations concerning the Airport and/or Property that Landlord may adopt from time to time concerning the Airshow (the "Airshow Regulations"). Tenant will not perform (or caused to be performed) any acts or carry on any practice prohibited by the Airshow Regulations. Landlord is permitted to amend the Airshow Regulations (or adopt new Airshow Regulations) from time to time as Landlord reasonably determines necessary or appropriate. Any permitted adoption or amendment to the Airshow Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

4. ALTERATIONS

Excepting any ordinary and necessary Hangar maintenance and/or repairs performed (or caused to be performed) by Tenant to the Hangar's interior, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Hangar of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Hangar (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Hangar and surrounding Property. Subject to Section 8.4, Alterations performed in or to the Property and/or Hangar by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of

FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations and will comply with all Laws concerning the Alterations.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Hangar), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Hangar will be made by Tenant at Tenant's cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Property and Hangar (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Hangar, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs: (a) any sweeping, mopping, trash collection and removal, and washing required to keep the Property and Hangar clean and orderly, including, without limitation, snow removal concerning the Hangar and immediately surrounding areas; (b) repair and maintain any plumbing system, electrical system, HVAC system, lighting facilities, fired or unfired pressure vessels, fire hose connections, and fire sprinkler and/or sand pipe and hose; (c) any repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents (as defined below); and (d) any repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws. If Tenant fails or refuses to comply with this Section 5.2, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, or maintenance to Tenant. Tenant will reimburse such expenditures on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2. For purposes of this Lease, the term "Encumbrance(s)" means any liens, mortgages, pledges, security interests, reservations, restrictions, adverse claims, and/or other encumbrances.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 No Transfer. Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any

part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Hangar (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of fifty-one percent (51%) or more of the shares, membership, and/or other ownership interests of Tenant, 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.

6.2 Transfer Notice. Tenant will provide Landlord no less than ninety (90) days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Hangar is consistent with the terms of this Lease and that Landlord's interests in the Hangar, Property, and Airport will not be adversely affected in any material respect; (b) Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.2 is reasonable under this Lease.

6.3 Transfer Conditions. If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease, the Property, and/or Hangar, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.4 Tenant Insurance. Tenant will keep the Hangar insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Hangar. The amount of the insurance will be no less than one hundred percent (100%) of the replacement cost of the Hangar and will also be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.5 General Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Hangar, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability and pollution exposure insurance. Tenant's general liability insurance required to be carried under this Section 6.5 will have a general aggregate limit of no less than \$4,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability and pollution exposure insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without ten (10) days' prior written notice to Landlord. Tenant's insurance will be primary and any

insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant ninety (90) days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.6 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, volunteers, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Hangar provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Hangar, and/or Property; (c) Tenant's use of the Property, Hangar, and/or Airport; (d) Tenant's construction, maintenance, repair, ownership, use, and/or occupancy of the Hangar and/or any condition of the Property and/or Hangar; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Hangar; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.6 will survive the expiration or earlier termination of this Lease.

6.7 Reconstruction After Damage. If the Hangar is damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Hangar. The completed repair, restoration, and/or replacement hangar will be equal in value, quality, and use and will be restored to the condition of the Hangar immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Hangar, which repairs and restoration will be completed no later than one hundred eighty (180) days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Hangar, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.8 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies.

6.9 Estoppel Certificates. Each party will, within thirty (30) days after notice from the other party, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect, and specifying any modifications, outstanding obligations, and alleged breaches by the other party. The certificate will state the amount of Rent, the dates to which Rent has been paid in advance, and the amount of any prepaid Rent or other charges. Failure to deliver the certificate within the specified time will be conclusive upon the party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within thirty (30) days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within ninety (90) days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within ninety (90) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ninety (90) days; and/or (e) Tenant's failure for ninety (90) days or more to occupy the Property and Hangar for the Permitted Use.

7.2 Landlord's Remedies.

7.2.1 Upon an Event of Default, Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord under this Section 7.2.1, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Hangar, and remove any persons or property (including the Hangar) by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Property or Hangar (or both), and in that connection may make any suitable alterations or refurbish the Property or Hangar (or both), or change the character or use of the Property and/or Hangar, but Landlord will not be required to relet the Property and/or Hangar for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Property or Hangar, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of Rent set forth in this Lease from the date of the Event of Default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Hangar upon termination and leave the Hangar in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Hangar for the period commencing on the earlier of the date of trial or the date the Hangar are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.6, will survive

the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant, and/or (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.6, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Hangar and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Hangar maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Hangar (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance (reasonable wear and tear excepted), free of waste and debris. If Tenant fails to timely surrender the Property and Hangar in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within ten (10) days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the Property and Hangar to be surrendered in accordance with this Section 8.1 with interest at twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Hangar all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain Tenant's property under this Lease, including all resulting waste and/or debris. If Tenant fails to timely remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within ten (10) days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property and Hanger in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-

month, subject to the provisions of this Lease (except the provisions for term), except that Base Rent will be equal to one hundred fifty percent (150%) of the then-applicable Base Rent. Failure of Tenant to timely surrender the Property and Hangar and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which will be specified in the notice.

8.4 Hangar Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Hangar and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) accept ownership of the Hangar and/or Alterations (without payment of any consideration) then located on the Property free from all claims, rights, encumbrances, and/or interests of Tenant and/or any third party (if Landlord accepts ownership of the Hangar and/or Alterations under this Section 8.4, no additional conveyance document will be needed to effectuate the transfer of ownership unless requested by Landlord, in which case Tenant will execute any Landlord requested documents). If Tenant fails to timely remove the Hangar and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (a) cause the Hangar and/or Alterations to be removed at Tenant's cost and expense, and/or (b) treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Hangar and Alterations and Property's restoration with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord until paid in full.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within ten (10) days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, 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 attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(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.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning Transfers, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Hangar for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord), including, without limitation, to show the Property/Hangar to a prospective tenant. Except in the case of an emergency, Landlord will provide Tenant no less than twenty-four

(24) hours' prior written before entering the Property. In addition, Landlord will have the right, at any time during the last ninety (90) days of the Lease Term, to place and maintain upon the Property/Hangar notices for leasing the Property/Hangar. If Rent (or other payment due from Tenant) is not received by Landlord within ten (10) days after it is due, Tenant will pay a late fee equal to ten percent (10%) of the payment or One Hundred Dollars (\$100.00), whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of twelve percent (12%) per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Jefferson County, Oregon. All parties submit to the jurisdiction of courts located in Jefferson County, Oregon for any such disputes. If Tenant is a corporation, limited liability company, limited partnership, or any other legal entity, Landlord may require (and Tenant will cause) one or more Landlord identified members, shareholders, partners, and/or other Tenant owners or officers to personally guaranty Tenant's timely and faithful performance of Tenant's obligations under this Lease. Berg and Fuller are jointly and severally liable for all Tenant obligations under this Lease.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received thirty (30) days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have thirty (30) days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. 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 word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. 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. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease. Each person constituting Tenant is jointly and severally liable for all Tenant's representations, warranties, covenants, and obligations contained in this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:
City of Madras,
an Oregon municipal corporation

TENANT:
Robert Berg and Eddy Fuller

By: Mike Lepin, Mayor

Robert Berg

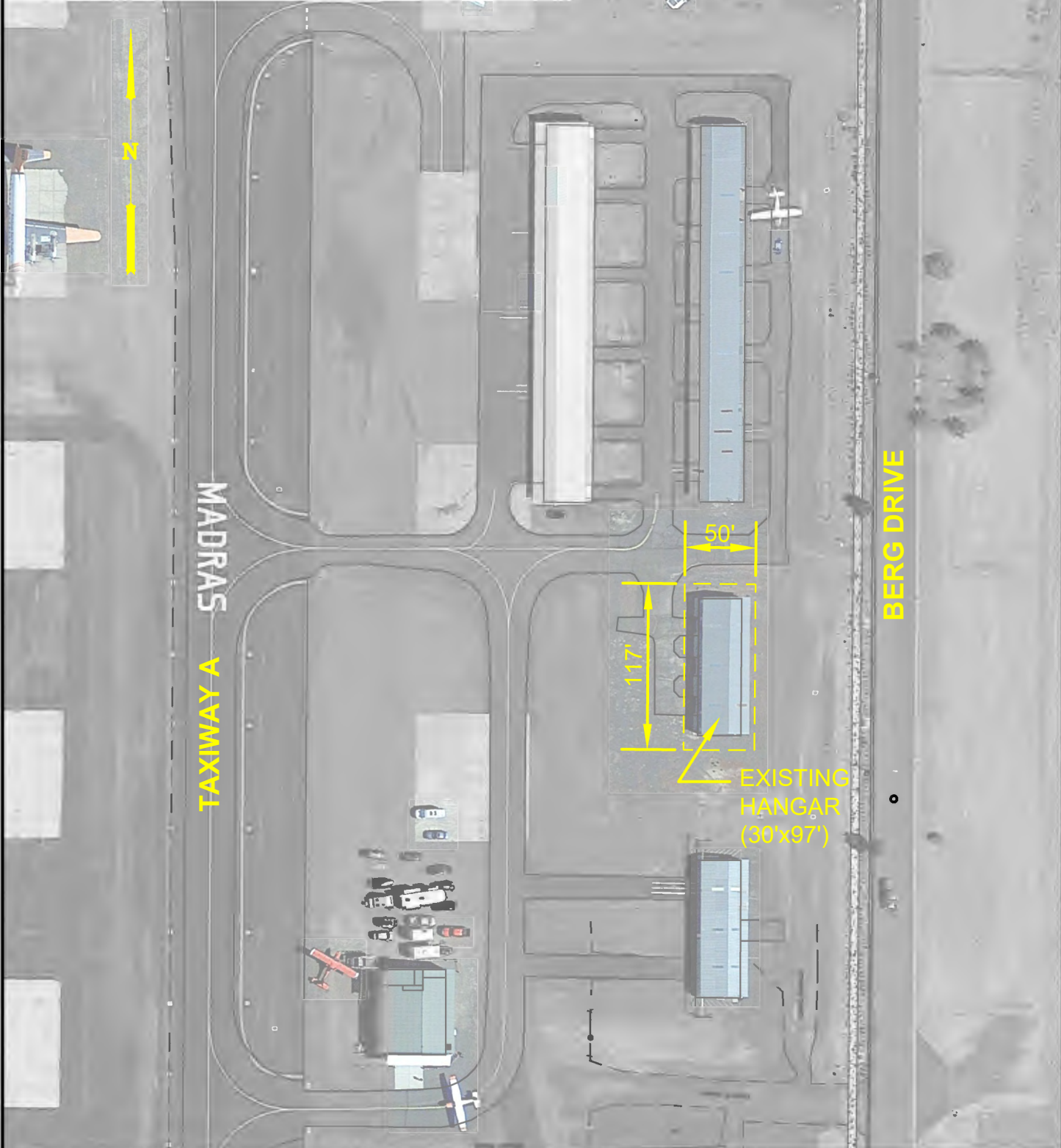
Eddy Fuller

Exhibit A

Property – Description and Depiction

[attached]

BERG/FULLER LEASE
 GROUND LEASE 50'x117'
 IDENTIFIED AS LEASE AREA #15, T-HANGAR #2,
 ON AIRPORT MASTER PLAN EXHIBIT A




DESIGNED BY: -	CHECKED BY: WMR		BEND OFFICE 1020 SW EMKAY DRIVE BEND, OR 97702 541.322.8962 541.382.2423 FAX
DRAWN BY: WHB	SCALE: 1"=100'		
PROJECT NO.: 10149.038.01		BERG/FULLER LEASE	EXHIBIT A

Exhibit B

Hangar – Description and Depiction

[attached]



#15,
Master Plan Exhibit A



Construction, LLC
380 SW 5th St. PMB# 201
Madras, OR 97741

CCB#166529
Phone (541)475-7878 Email:l3constructionandflooring@gmail.com

December 5, 2023

Rob Berg

Eddie Fuller

Hanger north of FBO/ Madras Airport

This letter is to inform you that we have completed a site inspection of the above referenced hanger.

The following items were inspected:

Pressure treated posts- visually inspected and core drilled; no rot detected.

Roofing and Exterior siding – no leaks, visually/structurally sound, well adhered to framing, no water or moisture penetration detected.

Building seems to be water tight with structure intact. No unstable condition or movement detected upon inspection of structural bolts and fasteners. Upon routine maintenance building should be expected to experience zero problems over the course of time and at least the next 30 years.

Owners are encouraged to inspect and monitor roofing and siding for unexpected failure and replace as necessary.

Dustin Geoge

Owner/ L3 Construction, LLC

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **WORLD FUEL SERVICES AGREEMENT**
Six-Month Temporary Extension of Contract Fuel Purchases at Madras
Municipal Airport

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves a six-month extension of services between the City of Madras and World Fuel Services to provide aviation fuel at the Madras Municipal Airport.

OVERVIEW:

The City has an agreement with World Fuel to purchase aviation fuel that expired on June 30, 2023. A six-month contract extension was executed to extend the contract until December 31, 2023. Staff is requesting another six-month extension to the contract to June 30, 2024. World Fuel is okay with an extension.

STAFF ANALYSIS:

The Public Works Director is requesting an extension to the World Fuel Services as an FBO has not been selected yet, and we need to provide fuel for existing and future customers. The six-month extension will provide time to determine fueling needs at the Airport.

FISCAL INFORMATION:

No additional costs are incurred to extend the contract

SUPPORTING DOCUMENTATION:

World Fuel Services Current agreement
Six-Month Extension Request in March of 2023
Six-Month Extension Request to carry till June of 2024

STRATEGIC GOAL:



FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of July, 2018 (the "Effective Date") by and between **CITY OF MADRAS ("Customer")**, an Oregon municipal corporation, whose address is 125 SW "E" Street, Madras, OR 97741 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope. During the Term (as defined below) and subject to the terms and conditions of this Agreement, Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at Madras Municipal Airport (KS33), 2028 NW Berg Drive, Madras, OR 97741 (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of operating the Madras Municipal Airport and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. In addition, Seller offers a comprehensive Contract Fuel Program and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively for the sale of fuel provided under this Agreement. Except as expressly provided otherwise in this Agreement, Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer acknowledges that Seller has provided Customer with information relating to the Contract Fuel Program. Notwithstanding anything contained in this Agreement to the contrary, Customer's performance of its obligations under this Agreement is conditioned on Seller's performance of its obligations under this Agreement, including, without limitation, those Seller obligations described under Section 14(b).

2. Duration and Renewal. Subject to the terms and conditions contained in this Agreement, this Agreement shall be for an initial term of five (5) years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, Customer has not purchased at least 450,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party by providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term. Notwithstanding anything contained in this Agreement to the contrary, Customer may, but will have no obligation to, purchase fuel from Seller in excess of the Required Minimum Gallons.

3. Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion, following not less than ten (10) days written notice to Customer. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. If Seller's cost of supplying fuel or services to Customer increases then, after ten (10) days' written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect not less than ten (10) days written notice to Customer.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder and are Jet A Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the all applicable requirements including, without limitation, the following requirements, as applicable: Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision; and 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller represents and warrants to Customer that it has good title to the products delivered hereunder, and

Seller represents and warrants to Customer that it has the right to sell such products and will transfer and deliver such products free from any restrictions, liens, conditions, encumbrances, and/or adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Subject to the terms and conditions contained in this Agreement, payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net fifteen (15) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional administrative fee in the amount of five percent (5%). Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Force Majeure. The performance of a party's obligations under this Agreement will be excused by delays that arise out of causes beyond the control, and without the fault or negligence of, such party, including, without limitation, acts of God, acts of federal, state, or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement; provided, however, in no event will the performance of a party's obligations under this Agreement be excused for delays resulting from (a) changes in economic or market conditions, (b) financial or internal problems of the party delayed, and/or (c) a party's inability to pay its financial obligations. If any such *force majeure* interruption occurs with respect to Seller's supply which is not the fault of Seller itself, Seller may, with Customer's prior written consent, substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist. In the event that deliveries will be delayed for a time period that would cause service interruptions at the Airport, Customer can acquire product that meets all listed product quality standards from a third party without voiding this Agreement. Customer will not be liable for any breach of this Agreement for acquiring fuel in accordance with this Section 6. Customer must provide bill of lading and quality tests documentation for any deliveries not obtained from Seller.

7. Title and Risk of Loss. Subject to the terms and conditions contained in this Agreement, Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's designated fuel storage tanks, which tanks include the following: (a) one tank designated by Customer for Jet-A aviation fuel; and (b) one tank designated for 100 Low Lead aviation gas.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer, except when such failure to unload any delivery vehicle or release is caused by Seller or Seller's carrier. All deliveries of aviation fuels shall be made by qualified

personnel in industry-standard trucks, vehicles, and equipment maintained in accordance with industry standards and shall be in full bulk transport quantities, unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement reasonable measures to control the proportionality, consistency and ratability of Customer's demand.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and will exercise reasonable efforts to conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Insurance.

(a) Customer Insurance. Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

The insurance specified in this Section 12(a) shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage required under this Agreement upon Customer's execution of this Agreement and at any other time requested by Seller. Notwithstanding anything contained in this Agreement to the contrary, while the Branding Agreement (PHILLIPS 66® BRAND) dated July 1, 2018 is in effect, Customer's insurance obligations under this Agreement will be deemed met if Customer meets all the eligibility requirements of and is enrolled in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program.

(b) Seller Insurance. During the term of this Agreement, Seller (and Seller's carrier(s)) will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Seller's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$2,000,000 per occurrence, \$4,000,000 in the aggregate; (b) pollution liability insurance with limits of not less than \$2,000,000 per occurrence, \$4,000,000 in the aggregate; (c) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Seller in connection with Seller's performance of its obligations under this Agreement with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to Customer, will contain a severability of interest clause, and will contain a provision that the insurance policy may not be cancelled without thirty (30) days' prior written notice to Customer. Seller's insurance will be primary and any insurance carried by Customer will be excess and noncontributing. Seller will furnish Customer with appropriate documentation evidencing the insurance coverage (and provisions) Seller is required to

obtain under this Agreement upon Seller's execution of this Agreement and at any other time requested by Customer. If Seller fails to maintain insurance as required under this Agreement, Customer will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Seller upon Customer's demand. During the term of this Agreement, Seller will require each carrier utilized by Seller to deliver the fuel to Customer to obtain and maintain such levels of insurance as required under this Section 12(b), and such insurance will insure against all claims arising out of any environmental contamination caused by Seller and/or such carrier at Customer's place of business caused by spills that occur during the delivery of fuel.

13. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

14. Quality Control; Compliance With Laws; Authority; Relationship.

(a) Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller and its supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within ten (10) days after delivery or discovery, whichever is later.

(b) Seller will perform its obligations under this Agreement in accordance and compliance with all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules and/or ordinances, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated. Without otherwise limiting the generality of the immediately preceding sentence, Seller will comply with each and every obligation applicable to Seller under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Any failure of Seller to comply with such applicable laws and regulations will entitle Customer to terminate this Agreement.

(c) In addition to any other Seller representation, warranty, and/or covenant made in this Agreement, Seller represents, warrants, and covenants to Customer that Seller has full power and authority to sign and deliver this Agreement and to perform all Seller's obligations under this Agreement, including, without limitation, granting of branding authority. This Agreement is the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. The signing and delivery of this Agreement by Seller and the performance by Seller of all Seller's obligations under this Agreement will not (i) breach any agreement to which Seller is a party, or give any person the right to accelerate any obligation of Seller, (ii) violate any law, judgment, or order to which Seller is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

(d) Seller is not an employee of Customer. This Agreement does not create an agency relationship between Customer and Seller and does not establish a joint venture or partnership between Customer and Seller. Seller does not have the authority to bind Customer or represent to any person that Seller is an agent of Customer. Seller has the authority to hire other persons to assist Seller in performing its obligations under this Agreement (and has the authority to fire such persons). Seller will be solely responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to perform its obligations under this Agreement.

15. Confidential Information. Subject to applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, Oregon's Public Records Law, Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and, subject to applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, Oregon's Public Records Law, shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein are made expressly subject to Customer's obligations under applicable law, including, without limitation, Oregon's Public Records Law, and shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality

agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information. The term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

16. Termination.

(a) This agreement may be terminated upon the mutual written consent of both parties.

(b) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); or (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur.

(c) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(d) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement.

17. Allowances.

(a) Equipment Upgrade Allowance. Upon execution of this Agreement, Seller shall provide Customer with \$15,000.00 to be used towards equipment upgrades at the FBO.

(b) Annual Airshow Sponsorship Allowance. Upon execution of this Agreement and on or before July 1 of each year thereafter during the Term, Seller shall provide Customer \$1,000.00 to be used towards airshow sponsorship events.

18. Miscellaneous.

(a) Notices. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, 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 or 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.

(b) Entire Agreement; Severability. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines, and Customer agrees in writing, to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the

execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment: Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller will not assign this Agreement to any person without Customer's prior written consent, except that fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Oregon without regard to conflict of laws provisions. Seller hereby consents to the jurisdiction of any state or federal court situated in Jefferson County, Oregon and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

(g) Person: Interpretation. For purposes of this Agreement, 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 word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By:  _____

Steve Drzymalla
SVP, Business Aviation

Date: 8-15-18

CITY OF MADRAS

By:  _____

Gus Burrell, City Administrator
Printed Name and Title

Date: 8/10/18



World Fuel Services Inc.
9800 N.W. 41st Street
Miami, FL 33178

March 24, 2023

Dear Mr. Mark Myers of World Fuel Services,

Thank you for taking my call today. As you know the Fuel Supply Agreement between the City of Madras and World Fuel Services Inc. is set to expire June 30, 2023. This is the formal request from the City of Madras to extend the fuel service agreement for 6 months through December 31, 2023. The timing of the City's request for proposals related to Fixed Based Operator Services at the Madras Municipal Airport is directly coinciding with the original end date of the fuel contract with World Fuel Services Inc. Because the City does not want to be without fuel during the fire season and we are still determining the results of the RFP, we are requesting the six-month extension.

If you have further questions, please let me know. Please confirm receipt and approval of this extension request.

Respectfully Submitted,
Kristal Hughes
Finance Director
City of Madras
541-475-2344



World Fuel Services Inc.
9800 N.W. 41st Street
Miami, FL 33178

January 10, 2024

Dear Mr. Mark Myers of World Fuel Services,

As you know the Six-Month Fuel Supply Extension between the City of Madras and World Fuel Services Inc. is set to expire December 31, 2023. This is the formal request from the City of Madras to extend the fuel service agreement for 6 months through June 30, 2024. The timing of the City's request for proposals related to Fixed Based Operator Services at the Madras Municipal Airport is not expected until January 31, 2024 and we will need time for negotiations with the expectation that a new FBO will be in place by July 1 of 2024. Because the City does not want to be without fuel during this period we are requesting the six-month extension.

If you have further questions, please let me know. Please confirm receipt and approval of this extension request.

A handwritten signature in blue ink, appearing to read 'JH', is positioned above the typed name of the sender.

Respectfully Submitted,
Jeff Hurd
Public Works Director
City of Madras
541-475-2344

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AMENDMENT #1 TO TASK ORDER 01-2023**
10th Street Design

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves Amendment #1 to Task Order 01-2023 with H.A. McCoy Engineering for design improvements of 10th Street between Buff and J Streets for a cost of \$4,000 for a total revised contract amount of \$34,000.

OVERVIEW:

Staff has been working with H.A. McCoy Engineering and Surveying to complete the design work for the 10th Street paving project between J Street and Buff Street and the design is expected to be completed in early February. In addition to paving 10th Street, staff would like to include Sun Drive cul-de-sac as the pavement has been failing for several years and more so with the additional construction activity from the 4-plexes. This would be a great opportunity to fix Sun Drive. Staff has asked H.A. McCoy Engineering and Surveying to provide us an estimate for their task order for the additional design work. H.A. McCoy Engineering and Surveying has quoted \$4,000 for additional topographic survey and design. This added work increases the task order to \$34,000.

STAFF ANALYSIS:

Staff would like to take advantage of the opportunity to fix the Sun Drive cul-de-sac during the paving of 10th Street. We will be able to capitalize on the bulk pricing from the contractor by completing this with the 10th Street project. Staff recommends that Council approve the additional engineering to get Sun Drive added to the 10th Street project.

FISCAL INFORMATION:

Original task order for survey and design of 10th Street = \$30,000
Additional costs for survey and design of Sun Drive = \$4,000

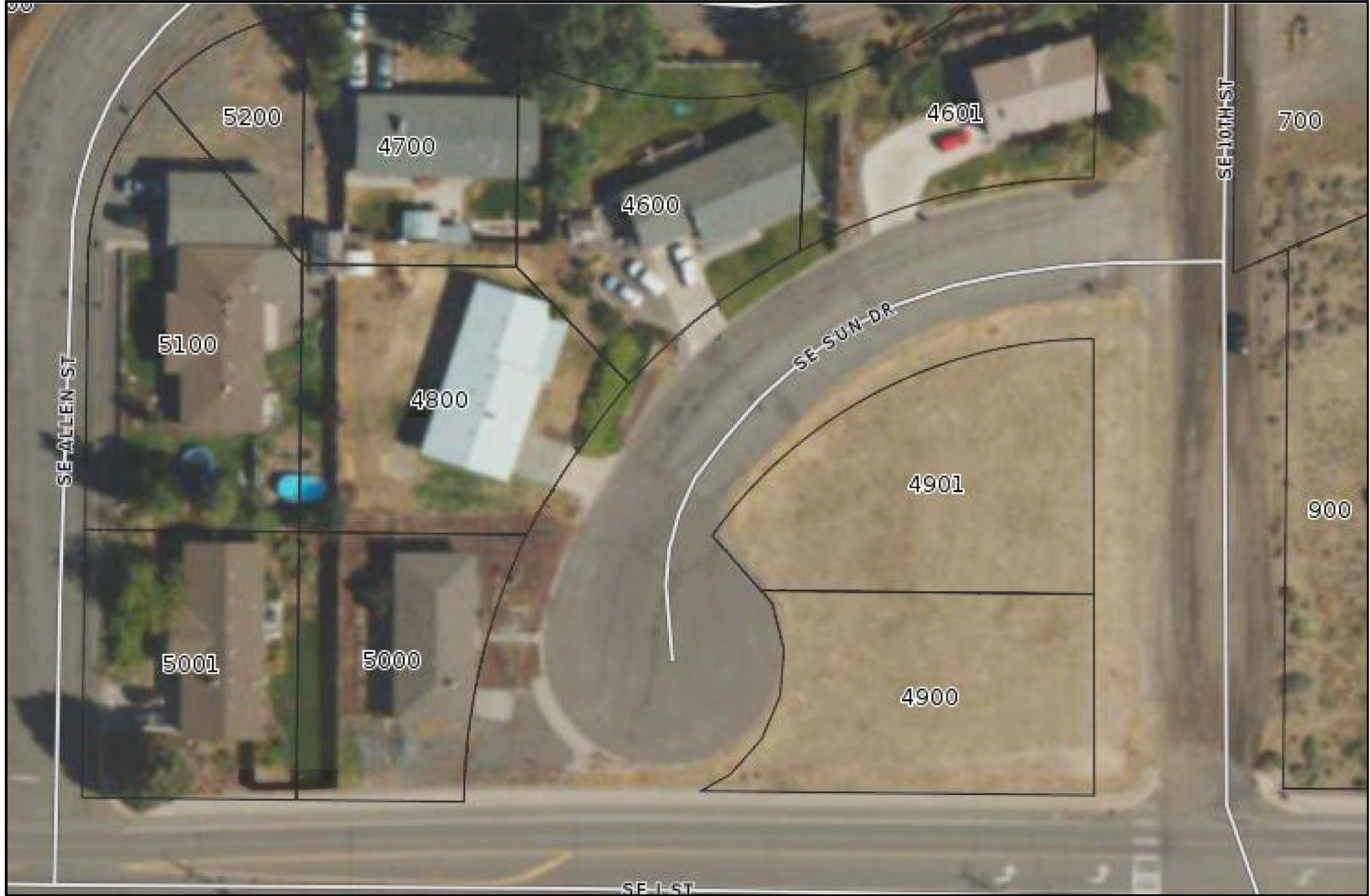
Revised task order amount = \$34,000

\$400,000 has been appropriated in the 2023-24 budget for 10th Street - J Street to Buff Street. After design, \$366,000 will be remaining for construction.

SUPPORTING DOCUMENTATION:

Amendment #1 to Task Order 01-2023
Map of Sun Drive

STRATEGIC GOAL:



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.



THE CITY OF MADRAS

125 SW "E" Street, Madras, OR 97741 Phone: (541) 475-2344 Fax: (541) 475-1038

Amendment #1 01-2023 TASK ORDER-10th Street Improvement

Date: 3/12/2019
Task Order No. Amendment 1

TO: H.A. McCoy Engineering
P.O. Box 533
Redmond, Oregon 97756

Phone: 541-923-7554
Fax:

PROJECT: 10th Street Improvement Project

The Contract for the above described work is modified as follows:

- 1 Amendment #1 will include the addition of Sun Drive to the project
- Cost for additional topo - \$2,000
- Cost for additional engineering - \$2,000.

Fixed Price T & M

Per Quotation Attached.

Details Attached.

All other terms and conditions of the Contract remain unchanged except:

- None
- Describe:

ORIGINAL CONTRACT AMOUNT:	\$ 30,000.00
PREVIOUS CHANGE ORDERS	\$ -

ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00	\$ 2,000.00	TOPO Survey	\$ 2,000.00
2	LS	1.00	\$ 2,000.00	Engineering Design	\$ 2,000.00

TOTAL REVISED CONTRACT AMOUNT:	\$ 34,000.00
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CITY OF MADRAS:

Mike Lepin, Mayor

Signature: _____

Date Signed: _____

H.A. McCoy Engineering

Name: _____

Signature: _____

Date Signed: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN COIC AND CITY OF MADRAS**
Amends Homeless Services Center Grant to add \$25,000 to Accelerate the Schedule

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

City Council 1) approves the Amendment to the Subrecipient Agreement between Central Oregon Intergovernmental Council and City of Madras and 2) authorizes the Public Works Director to execute change orders for the Homeless Services Center Project not to exceed \$4,220,804.

OVERVIEW:

The attached amendment to the City's grant agreement with COIC for the homeless services center will increase the total grant amount from \$1,060,536.00 to \$1,085,536.00. The additional \$25,000 was authorized by COIC in order to accelerate the construction schedule to open by January 10, 2024.

STAFF ANALYSIS:

The City has received funding from COIC, CDBG, and DAS for design and construction of the Homeless Services Center scheduled to be completed and open for operation in early January. COIC's grant requirement is to have the shelter operational by January 10th of 2024. Staff notified COIC the construction schedule was slipping and could not meet the January 10th requirement and COIC asked staff to provide a cost to accelerate the schedule in order to meet the timeline. The cost to accelerate the schedule is \$25,000. COIC agreed to compensate the City for additional costs and has prepared an amendment to agreement. With this additional funding we are able to open the warming shelter by January 10th.

This amendment increases the total project costs and funding to \$4,220,804.00. Previous approved amount was \$4,195,804.00, therefore the public works director is requesting the authority to approve change orders to the new amount.

Staff recommends approving the amendment.

FISCAL INFORMATION:

Costs

1. Land Acquisition	\$206,598
2. Architectural	\$429,413
3. Geotech	\$15,969
4. Construction (building, site work, utilities)	\$2,770,174
5. Construction Manager	\$99,500
6. Prevailing Wage Monitoring and Enforcement	\$20,000
7. Environmental Review	\$19,113
8. Grant Administration	\$35,000
9. Furnishings, Fixtures and Equip.	\$140,029
10. Legal	\$5,500
11. Audit	\$5,000
12. Permits	\$61,000
13. BOLI Fee	\$2,410
14. Contingency	\$411,098
Total	\$4,220,804

Funding

1. Community Development Block Grant	\$2,085,268
2. Sen Findley	\$750,000
3. City	\$300,000
4. Construction (building, site work, utilities)	\$1,085,536
Total	\$4,220,804

SUPPORTING DOCUMENTATION:

Amendment to the Subrecipient Agreement between Central Oregon Intergovernmental Council and City of Madras

STRATEGIC GOAL:

#3A1

**Amendment to the Subrecipient Agreement between Central Oregon
Intergovernmental Council and City of Madras**

This Amendment No 1. to the August 14, 2023 Subrecipient Agreement EO 23-02 005 is made effective upon execution, by and between COIC, a Council of Governments, organized under ORS 190, and City of Madras, a municipal corporation of the State of Oregon, according to the following terms.

TERMS OF AMENDMENT

The Agreement is hereby amended as provided below. This Amendment will be effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strikethrough~~.

The Agreement is therefore revised as follows:

1. Compensation, Section 2.1, of the original Agreement is amended to read as follows:

2.1 COIC will pass through to the Subrecipient no more than ~~\$1,060,536.00~~ **\$1,085,536.00** in EO funds for eligible incurred costs and expenses as applicable to the Scope of Work set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.

2. Section 2.6 “Expenditure Considerations”, of the original Agreement is amended to read as follows:

2.6 Expenditure Considerations. On full execution of the Agreement, the amount of ~~\$1,060,536.00~~ **\$1,085,536.00** will be made available based on Schedule 2.1 Section B for expenditures having occurred between the period of January 10, 2023 and June 30, 2023. After July 1, 2023, and following expenditure of initial funding, the remaining Grant Funds will be available for Authorized Expenses incurred from July 1, 2023, to January 10, based on Schedule 2.1. The total Grant Funds amount will equal the initial funding amount available prior to June 30, 2023, plus the funding amount available for expenditures following July 1, 2023.

3. Except as explicitly amended herein, all other provisions of the original Agreement remain in effect.

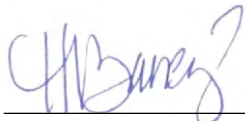
Signatory’s Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the EO23-02 005 Agreement between Central Oregon Intergovernmental Council and City of Madras** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year below written.

Central Oregon Intergovernmental Council

City of Madras

By:  _____

By: _____

Tammy Baney

Mike Lepin

Executive Director

Mayor

Date: 12/6/23

Date:

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **CONSTRUCTION SERVICES CONTRACT BETWEEN CITY OF MADRAS AND J&S CONSTRUCTION**
Installation of concrete FATO markers at the Madras Helibase

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council 1) approves the construction services contract between the City of Madras and J&S Construction in the amount of \$22,675.00 and 2). authorizes the Public Works Director to approve changes not to exceed the total project cost of \$28,000.00

OVERVIEW:

The attached construction services contract between the City and J&S Construction is to install FATO (Final Approach and Take Off) markers on the Helibase. They will be concrete markers that are 1 foot wide, 5 foot long, 6 inches thick spaced on 5 foot spacing around the helibase. J&S proposal includes all labor, material, and equipment to complete the project. Their proposal includes prevailing wages since this is part of a larger project in excess of \$50,000.

STAFF ANALYSIS:

The City has been successful in receiving grants from the Oregon Department of Aviation to phase in a helibase at the Madras Municipal Airport. Phase one included an access road and a landing pad with the required markings. The project was original designed for fiberglass boards as the FATO markers, but ODA has since required those markers to be made of concrete.

Staff solicited quotes from contractors for the project and received three proposals (attached):

J&S Construction - \$22,675.00

K3 Construction - \$31,850.00

L3 Construction - \$29,649.00

ODA has agreed to reimburse the City for the change per the grant agreement which requires the City to provide a 16.71% match. For the \$22,675 contract, the City's portion of the cash match is approximately \$3,789. The Airport Operations Fund has a contingency of \$300,000 in the current budget and can absorb the grant match required to complete this task. A budget resolution will be required for the additional expense and additional revenues received and that will be forthcoming.

Staff recommends approving the contract with J&S Construction as they are the low responsive bidder.

FISCAL INFORMATION:

Estimated Project Cost = \$28,000.00
Construction Contract = \$22,675.00
Contingency = \$5,325.00

This will need to be budgeted through a budget resolution in Airport Operations Fund Capital Outlay whereas the Helipad project 509-090-540-1009 will be increased by \$28,000

SUPPORTING DOCUMENTATION:

Construction Services Contract between City of Madras and J&S Construction
J&S Construction quote
L3 Construction quote
K3 Construction quote
Helibase plans showing concrete FATO Markings

STRATEGIC GOAL:

#3

CITY OF MADRAS – SERVICES AGREEMENT

Helibase FATO markings

This City of Madras – Services Agreement (this “Agreement”) is made and entered into effective for all purposes as of January 9, 2023, (the “Effective Date”) between City of Madras, an Oregon municipal corporation (“City”), whose address is 125 SW E Street, Madras, Oregon 97741, and J & S General Construction and Excavation (“Contractor”), whose address is P.O. Box 679, Madras, Oregon 97741

1. Services; Compensation. Contractor will provide and/or perform the following services, products, and/or equipment for and on behalf of City (collectively, the “Services”):

DESCRIPTION: concrete FATO markers construct (130) FATO concrete markers per plan
Using current prevailing wage rates not to exceed \$22,675.00.

2. Relationship; Taxes; Representations; Warranties. Contractor is an independent contractor of City. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor’s performance of the Services, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes. Expenses incurred by Contractor concerning the Services will not be reimbursed by City. City will not provide any benefits to Contractor. Contractor represents, warrants, and covenants to City as follows: (a) Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor’s obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; (c) Contractor has obtained and will maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor’s business and perform the Services; (d) Contractor will perform the Services to the best of Contractor’s ability, diligently, without delay, in good faith, in a professional manner, consistent with this Agreement and all applicable federal, state, and local laws, regulations, and/or ordinances including, without limitation, City of Madras Ordinance No. 886, and the Services (including the Equipment) will be free from errors, omissions, and/or defects, and in good working order and condition; (e) Contractor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location and for any other risks to which Contractor is normally exposed, and immediately upon City’s request, Contractor will (i) cause each liability insurance policy to name City as an additional insured, and (ii) provide City with certificates of insurance evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. Without otherwise limiting the generality of Section 3(d), Contractor will comply with every obligation applicable to Contractor and/or this Agreement under ORS chapters 279A, 279B, and 279C, which statutes are incorporated herein by reference.

3. Indemnification; Termination. Contractor releases and will defend, indemnify, and hold City and City’s officers, employees, and agents for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, reasonable attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor’s officers, directors, shareholders, members, managers, employees, agents, contractors, and/or authorized representatives); and/or (b) Contractor’s breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor’s indemnification obligation provided in this Section 5 will survive the termination of this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. City may terminate this Agreement at any time for any reason or no reason by giving prior written notice of termination to Contractor. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

4. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties’ agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. This Agreement will be governed

CITY OF MADRAS – SERVICES AGREEMENT

Helibase FATO markings

by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Contractor will not assign any of Contractor’s rights or obligations under this Agreement to any person without the prior written consent of City. If litigation or arbitration is instituted to enforce or determine the parties’ rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees and costs incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings. This Agreement may be signed in counterparts. All notices or other communications required or permitted by this Agreement (a) must be in writing, (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and (c) are considered delivered (i) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or (ii) 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. If a party fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. For purposes of this Agreement, the singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

CITY:

City of Madras

CONTRACTOR:

J & S General Construction and Excavation

By: Mike Lepin, Mayor

By:

CITY OF MADRAS – SERVICES AGREEMENT
Helibase FATO markings installation
PREVAILING WAGE RATE COMPLIANCE STATEMENT

Contracts may be subject to both the State of Oregon Prevailing Wage Rate and Federal Davis-Bacon Act. ORS 279C.830; OAR 839-025-0020, Federal Davis-Bacon Act. The Contractor is responsible for adhering to State and Federal wage payment requirements and paying the higher of the State prevailing wage or Federal prevailing wage on projects subject to both state and federal prevailing wage law.

The bidder certifies that the provisions of ORS 279C.800 – 279C.875 (Oregon Prevailing Wage Rates) and Federal Davis-Bacon Act will be complied with on the **City of Madras Water Distribution Line Replacement Project.**

COMPANY NAME _____
SIGNATURE _____
TITLE _____
DATE _____

- Applicable prevailing wage rates for Davis-Bacon Wages are those in effect at the time of bid opening. Currently, applicable wages are from General Decision Number: OR20210069, Heavy, February 24, 2022 revision ([WDOL.gov has moved \(sam.gov\)](http://www.wdol.gov)). In accordance with the Prevailing Wage Agreement, in Exhibit A, should the Department of Labor issue a modification to the Davis-Bacon Wage Determination included in this Invitation to Bid more than 10 days prior to the deadline for receipt of bids, The City will prepare and issue an addendum with the modified Davis-Bacon Wage Determination.
- Applicable prevailing wage rates for BOLI Wages are those in effect at the time of bid advertisement (January 1, 2022).
- The contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. Every subcontractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.836.
- If the contractor fails to pay for labor and services, the City can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020.
- The contractor must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.520; OAR 839-025-020.
- The contractor must make prompt payment for all medical services and workers' compensation for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020.
- The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020.

- **If the project is expected to exceed \$50,000 in cost then the contractor will be required to conform with the Oregon Bureau of Labor and Industry requirement for wages and payroll submittals.** Workers on the projects must be paid no less than the higher of the applicable state or federal prevailing rate of wage. Contractors will be required to pay the higher of the applicable state or federal prevailing rate of wage to workers on public works projects subject to both state and federal prevailing wage laws. The attention of Bidders is directed to the State requirements (ORS 279C.800 to 279C.870) and conditions of employment to be observed and minimum wage rates to be paid under the contract. The prevailing rate provisions and fees for Oregon Public Works projects are available on-line at <http://www.oregon.gov/BOLI/WHD/PWR/index.shtml>. Davis Bacon <https://www.wdol.gov>

J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC
CCB # 201295

Bid Proposal

12/06/2023

Jordan Schmidt
P.O. Box 679
Madras, OR 97741
(541) 408-0850
jsgeneralconstruction@outlook.com

City of madras
Municipal air port

DESCRIPTION: concrete FATO markers

- Construct (130) FATO concrete markers per plan
Using current prevailing wage rates

We propose to furnish all materials and labor for the sum of \$22,675.00

12/06/2023

Note: This bid will be honored within 30 days of original date.

The proposal outlined above is hereby accepted and J & S GENERAL CONSTRUCTION AND EXCAVATION, LLC is authorized to perform the work specified.

Signature

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the bid amount. All agreements are contingent upon accidents or delays beyond our control. Rock clause: If excavations become extreme prohibiting normal backhoe functions, additional costs not covered in this contract may be necessary for rental and operation of additional heavy equipment. Payment as follows: 50% due upon acceptance of bid, remainder due upon completion.



Construction, LLC
380 SW 5th St. PMB# 201
Madras, OR 97741

Estimate

CCB#166529

Phone (541)475-7878 Email:l3constructionandflooring@gmail.com

Date	ESTIMATE#
12/5/2023	1225

Name / Address

City of Madras- Public Works
 216 NW B St.
 Madras, OR 97741
 ATT: Rod Fulton

Project	HelibaseFATO Markings
P.O. No.	

Item	Description	Total
Labor	<p>Estimate to construct FATO marking at Helibase located at the Madras Municipal Airport. Estimate to include excavation, form, pour and finish concrete to specifications provided by Century West Engineering Project#10149.037.02.</p> <p>Excavate and place 68 forms on 6" of compacted 3/4- rock. Pour and finish pads. Blanket new concrete for 5 days. Strip forms; backfill to grade.</p> <p>All unused materials to be hauled away/disposed.</p> <p>Labor estimated at Davis-Bacon wage rate for commercial concrete finish.</p> <p>Includes all materials, concrete, equipment rental, disposal.</p> <p>Concrete to contain fiber for strength.</p>	29,649.00

Thank you for your business!	Total	\$29,649.00
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l3constructionandflooring@gmail.com



K3 CONSTRUCTION
THE GROUNDWORK EXPERTS

Bid For: City of Madras

Jeff Hurd

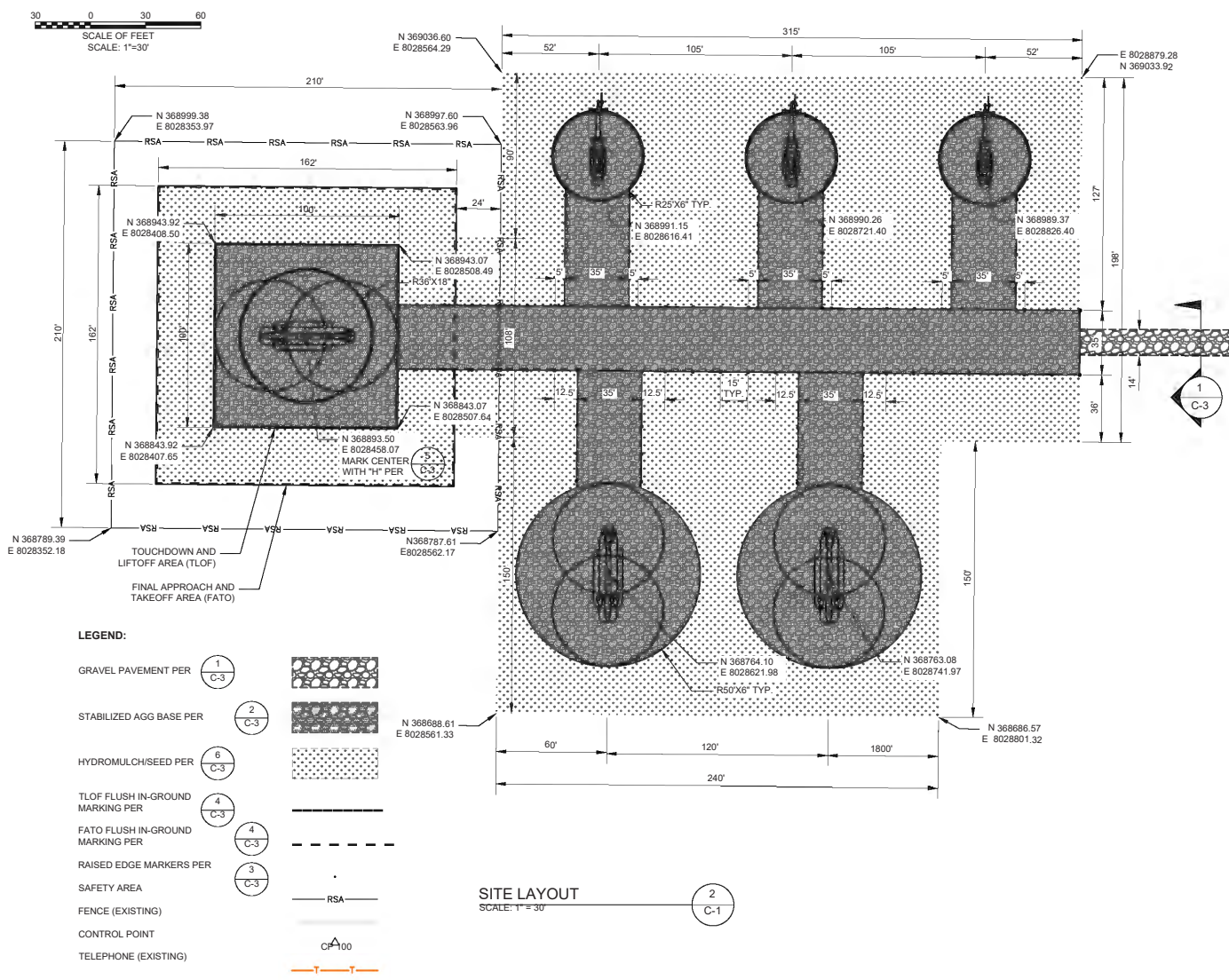
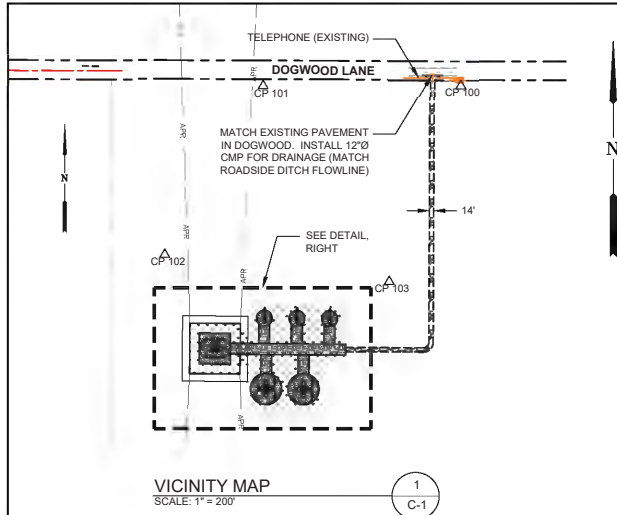
Date: 11/15/2023

Project name: Heli-Pad Concrete Markers

Expiration 12/15/2023

ph:

Description	Quantity	Total
Mobiliation		\$1,200.00
1. Excavate - Pour in Place - Backfill Concrete Markers Per Plan		\$30,650.00
Rock and Poor soils encountered may incur additional cost. Excludes cost associated with testing, surveying, permits and over-excavation. Quote is subject to fuel and material escalation costs.		
Approved By: _____ Signature _____ Date _____ (Print) (Sign)		
K3 CONSTRUCTION 541.777.4515 25 SW Elbe Dr., Madras, Oregon 97741 CCB #219533	Total:	\$31,850.00



SHEET INDEX

SHEET #	TITLE
C-1	SITE PLAN
C-2	GRADING AND DRAINAGE PLAN
C-3	TYPICAL SECTIONS & DETAILS
C-4	EROSION & SEDIMENT CONTROL PLAN (ESCP)
C-5	EROSION & SEDIMENT CONTROL NOTES
C-6	EROSION & SEDIMENT CONTROL DETAILS
C-7	WATER LINE PLAN AND PROFILE STA 1+00 TO 7+50
C-8	WATER LINE PLAN AND PROFILE STA 7+50 TO 15+50
C-9	WATER LINE PLAN AND PROFILE STA 15+50 TO 22+75
C-10	WATER LINE PLAN AND PROFILE STA 22+50 TO 25+01.80
C-11	WATER LINE DETAILS 1
C-12	WATER LINE DETAILS 2

CONTROL MONUMENT DATA TABLE

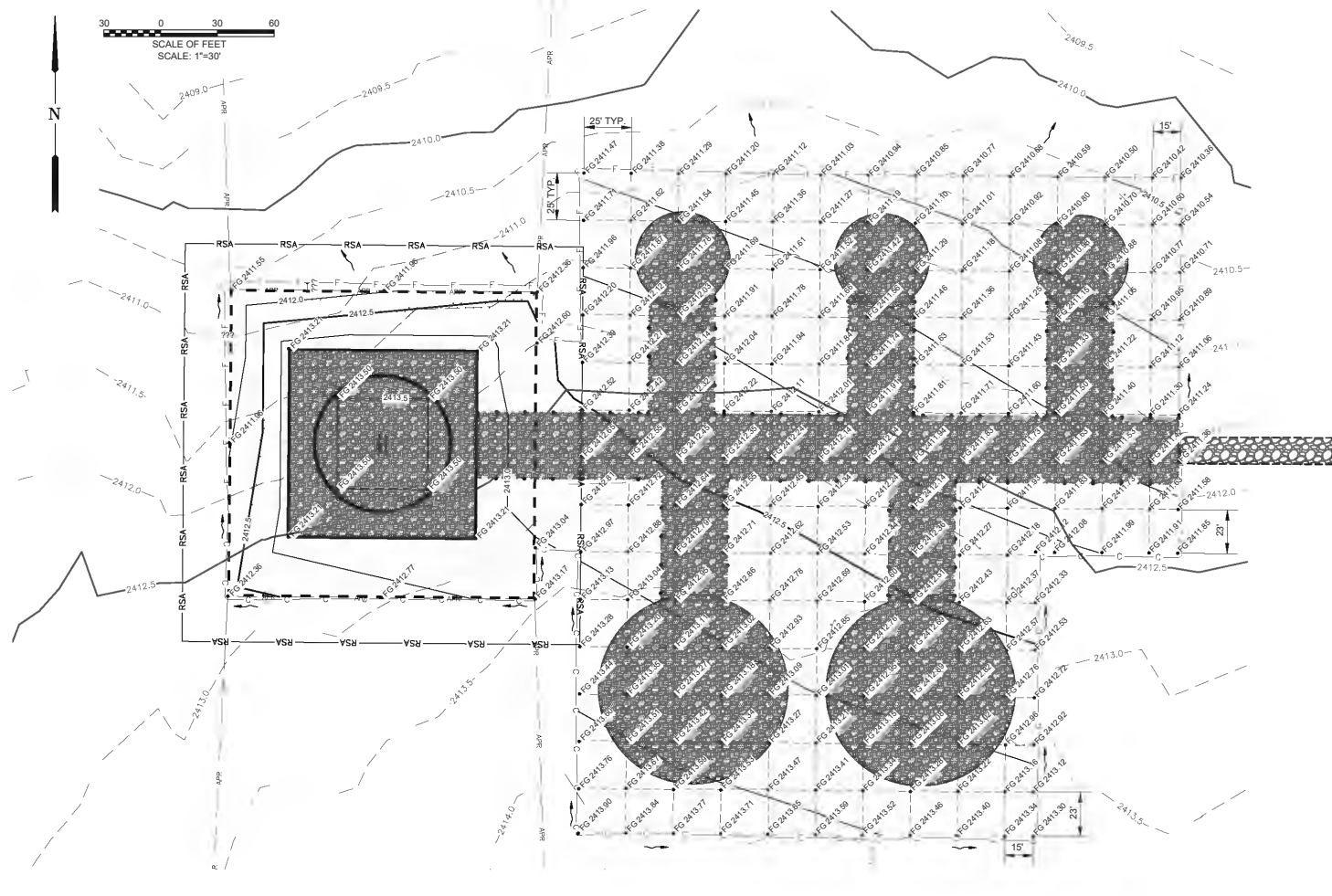
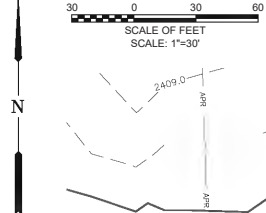
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101	369738.23	8028612.82	2402.99	5/8" IRON ROD W/OPC "JTA INC. CONTROL"
102	369196.11	8028296.54	2407.66	5/8" IRON ROD W/OPC "JTA INC. CONTROL"
103	369109.70	8029018.02	2409.06	5/8" IRON ROD W/OPC "JTA INC. CONTROL"

UNITS: INTERNATIONAL FEET

NOTE:
CONTRACTOR'S SURVEYOR TO VERIFY CONTROL MONUMENTS HAVE NOT BEEN DISTURBED PRIOR TO START OF CONSTRUCTION

		VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	NO. DATE BY APPR REVISIONS 5/31/22 WHB/WHB PHASE 2 REVISIONS 7/18/22 WHB/WHB ADDED STABILIZED AGG. BASE 4/12/23 WHB/WHB ADDED WATERLINE SHEETS		BEND OFFICE 1020 SW EMKAY DRIVE, #100 BEND, OR 97702 541.322.9565 541.382.2423 FAX	DESIGNED BY: WHB DRAWN BY: WHB CHECKED BY: WMR SCALE: AS SHOWN	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT HELIBASE CONSTRUCTION SITE PLAN	DRAWING NO. C-1 SHEET NO. 1 OF 12
			DATE: SEPTEMBER 2022 PROJECT NO: 10149.037.02	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT HELIBASE CONSTRUCTION SITE PLAN	DRAWING NO. C-1 SHEET NO. 1 OF 12			

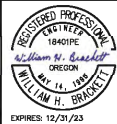
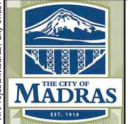
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LEGEND	
EXISTING	PROPOSED
SAFETY AREA	— RSA —
STABILIZED SOIL	— [Pattern] —
GRAVEL PAVEMENT	— [Pattern] —
FLOW ARROW	— [Symbol] —
CUT SLOPE	— [Symbol] —
FILL SLOPE	— [Symbol] —
100.0 INDEX CONTOUR	— 100.0 —
100.5 INTERMEDIATE CONTOUR	— 100.5 —
SPOT ELEVATION	• FG 2413.21

SITE GRADING
SCALE: 1" = 30'

1
C-2



VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



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DRAWN BY:
WHB
CHECKED BY:
WMR
SCALE:
AS SHOWN

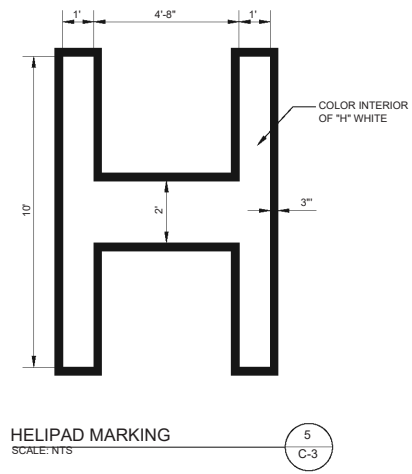
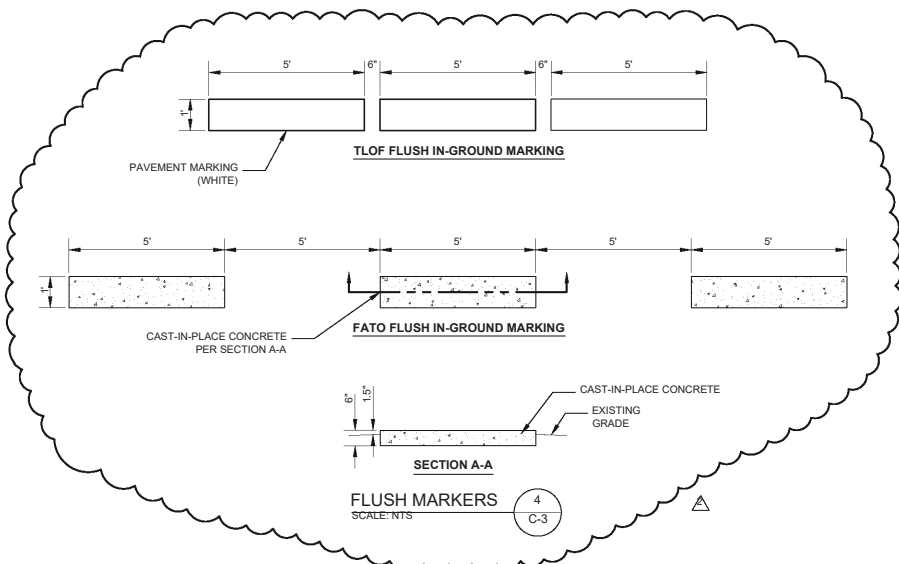
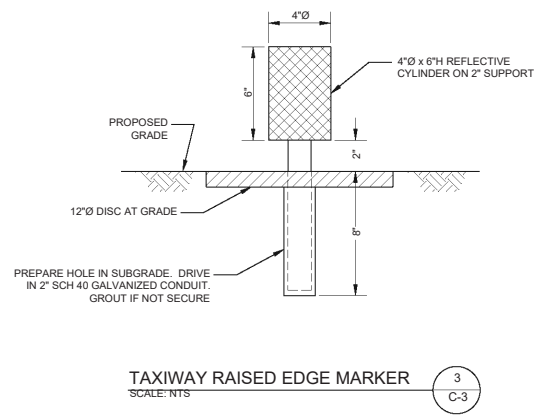
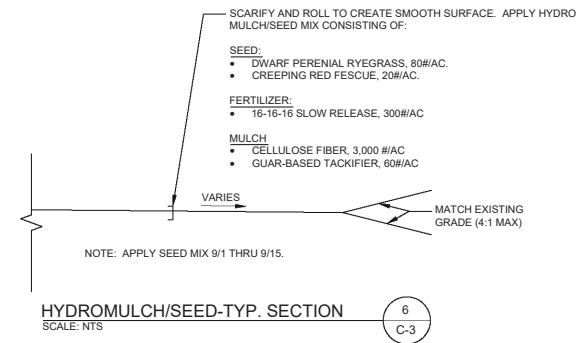
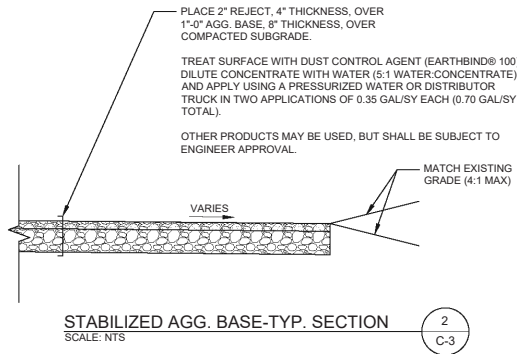
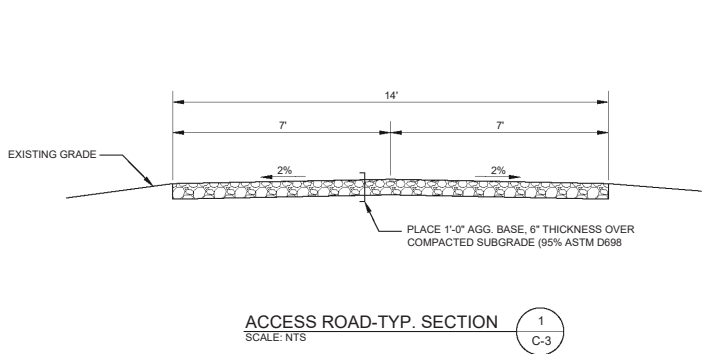
DATE: SEPTEMBER 2022
PROJECT NO: 10149.037.02

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WHB
DRAWN BY:
WHB
CHECKED BY:
WMR
SCALE:
AS SHOWN

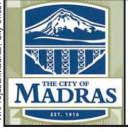
CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT

HELIBASE CONSTRUCTION
GRADING AND DRAINAGE PLAN

DRAWING NO.
C-2
SHEET NO.
2 OF 12



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VERIFY SCALES
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
5/31/22	WHB/WHB			PHASE 2 REVISIONS
10/11/23	WHB/WHB			REVISED FATO MARKINGS



DESIGNED BY: WHB
DRAWN BY: WHB
CHECKED BY: WMR
SCALE: AS SHOWN

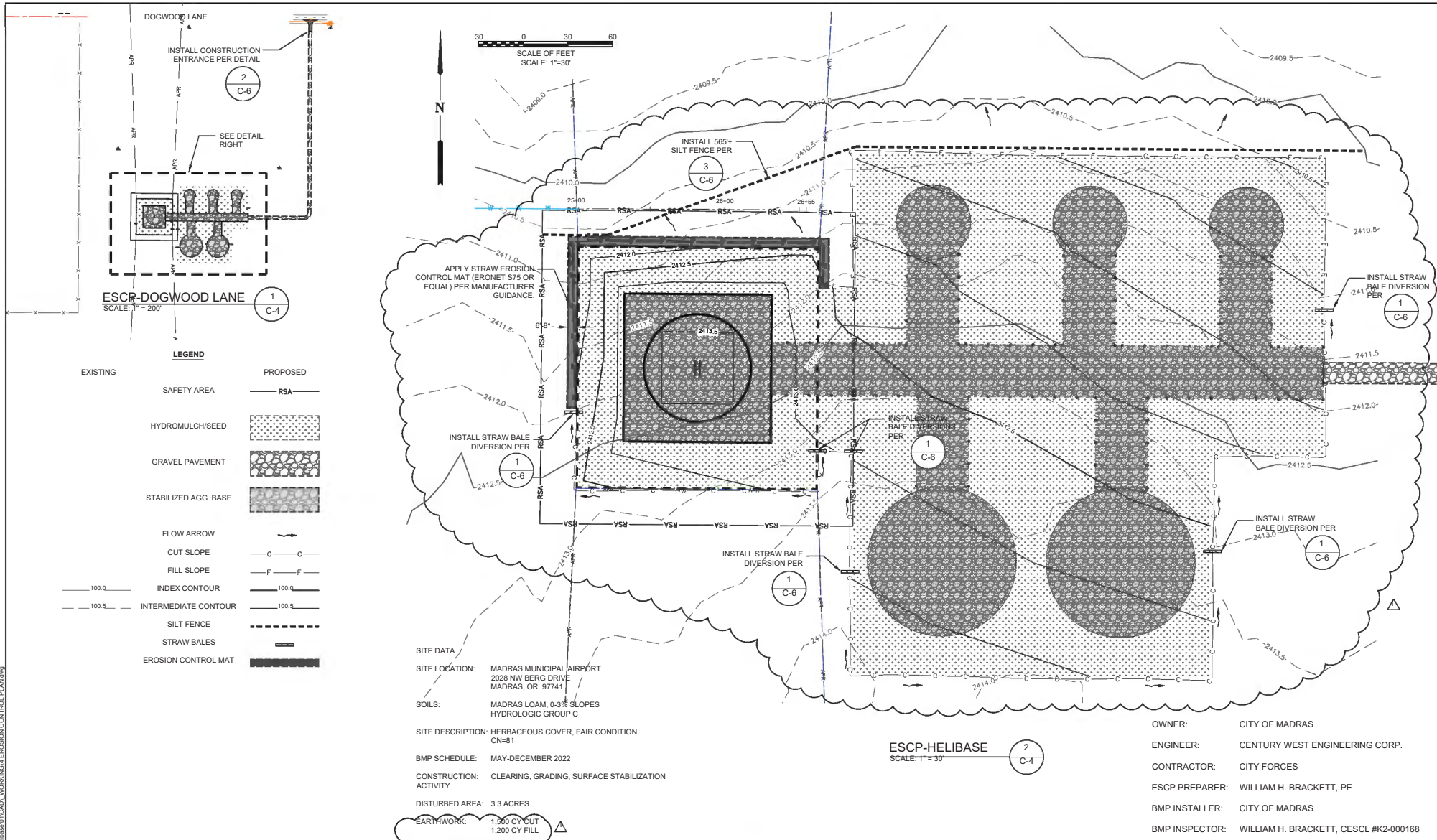
BEND OFFICE
1020 SW EMMAK DRIVE, #100
BEND, OR 97702
541.322.9565
541.382.2423 FAX

DATE: SEPTEMBER 2022
PROJECT NO: 10149.037.02

CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT

HELIBASE CONSTRUCTION
TYPICAL SECTIONS & DETAILS

DRAWING NO. C-3
SHEET NO. 3 OF 12



		VERIFY SCALES BARS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APPR</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>7/18/22</td> <td>WHB</td> <td>WHB</td> <td>ADDED STABILIZED AGG. BASE</td> </tr> </tbody> </table>	NO.	DATE	BY	APPR	REVISIONS	1	7/18/22	WHB	WHB	ADDED STABILIZED AGG. BASE		BEND OFFICE 1020 SW EMWAY DRIVE, #100 BEND, OR 97702 541.322.9962 541.382.2423 FAX	DESIGNED BY: WHB DRAWN BY: WHB CHECKED BY: WMR SCALE: AS SHOWN	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT HELIBASE CONSTRUCTION EROSION & SEDIMENT CONTROL PLAN (ESCP)	DRAWING NO.: C-4 SHEET NO.: 4 OF 12
		NO.	DATE	BY	APPR	REVISIONS												
1	7/18/22	WHB	WHB	ADDED STABILIZED AGG. BASE														
	THE CITY OF MADRAS EST. 1917	DATE: SEPTEMBER 2022 PROJECT NO.: 10149.037.02	DATE: SEPTEMBER 2022 PROJECT NO.: 10149.037.02	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT HELIBASE CONSTRUCTION EROSION & SEDIMENT CONTROL PLAN (ESCP)	DRAWING NO.: C-4 SHEET NO.: 4 OF 12													

- ONCE KNOWN, INCLUDE A LIST OF ALL CONTRACTORS THAT WILL ENGAGE IN CONSTRUCTION ACTIVITIES ON SITE, AND THE AREAS OF THE SITE WHERE THE CONTRACTOR(S) WILL ENGAGE IN CONSTRUCTION ACTIVITIES. REVISE THE LIST AS APPROPRIATE UNTIL PERMIT COVERAGE IS TERMINATED (SECTION 4.4.C.1). IN ADDITION, INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESCP DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.1))
- VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.G)
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
- THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTIONS 4 AND 4.11)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.8)
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
- SEQUENCE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SECTION 2.2.2)
- CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING. (SECTION 2.2.3)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1)
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FEET OF WATERS OF THE STATE. (SECTION 2.2.4)
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND REV. 12/15/20 PAGE 8 OF 9 BY: BLAIR EDWARDS BARRIERS PRIOR TO LAND DISTURBANCE. (SECTIONS 2.1.3)
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SECTIONS 2.1.1, AND 2.2.16)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTIONS 2.2.6 AND 2.2.13)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATIONS MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS.(SECTIONS 2.2.20 AND 2.2.21)
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
- KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND CLOSE LIDS AT THE END OF THE BUSINESS DAY FOR THOSE CONTAINERS THAT ARE ACTIVELY USED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G., A TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G., SECONDARY CONTAINMENT). (SECTION 2.3.7)
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SECTION 2.2.7)
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTIONS 1.5 AND 2.3.9)
- ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.10)
- PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
- USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTIONS 2.2.15 AND 2.3)
- PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
- IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPONDEMENT MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
- PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
- IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.2.9)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.3.5)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2) REV. 12/15/20 PAGE 9 OF 9 BY: BLAIR EDWARDS
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED, INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SQUEENING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
- DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F.)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF PERMIT COVERAGE. (SECTION 2.2.21)

INSPECTION SCHEDULE

SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	ON INITIAL DATE THAT LAND DISTURBANCE ACTIVITIES COMMENCE
	WITHIN 24 HOURS OF ANY STORM EVENT, INCLUDING RUNOFF FROM SNOW MELT, THAT RESULTS IN DISCHARGE FROM THE SITE
	AT LEAST ONCE EVERY 14 DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
2. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CONSECUTIVE CALENDAR DAYS	THE INSPECTOR MAY REDUCE THE FREQUENCY OF INSPECTIONS IN ANY AREA OF THE SITE WHERE STABILIZATION STEPS IN SECTION 2.2.20 HAVE BEEN COMPLETED TO TWICE PER MONTH FOR THE FIRST MONTH, NO LESS THAN 14 CALENDAR DAYS APART, THEN ONCE PER MONTH.
3. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER	IF SAFE, ACCESSIBLE AND PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT DISCHARGE POINT OR DOWNSTREAM LOCATION OF THE RECEIVING WATERBODY.
4. PERIODS DURING WHICH CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	VISUAL MONITORING INSPECTIONS MAY BE TEMPORARILY SUSPENDED. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.
5. PERIODS DURING WHICH CONSTRUCTION ACTIVITIES ARE CONDUCTED AND RUNOFF IS UNLIKELY DURING FROZEN CONDITIONS.	VISUAL MONITORING INSPECTIONS MAY BE REDUCED TO ONCE A MONTH. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

BMP MATRIX FOR CONSTRUCTION			
PHASE/BMP	CLEARING	MASS GRADING	FINAL STABILIZATION
EROSION CONTROL			
EROSION CONTROL MAT		X	X
PERMANENT STABILIZATION			X
DUST CONTROL	X	X	X
SEDIMENT CONTROL			
SEDIMENT FENCE	X	X	
STRAW BALES	X	X	
RUNOFF CONTROL			
CONSTRUCTION ENTRANCE	X	X	X

STANDARD NOTES

SCALE: NTS

1
C-5



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



BEND OFFICE
1020 SW EMMAKAY DRIVE, #100
BEND, OR 97702
541.322.9562
541.382.2423 FAX

DESIGNED BY: WHB
DRAWN BY: WHB
CHECKED BY: WMR
SCALE: AS SHOWN

DATE: SEPTEMBER 2022 PROJECT NO: 10149.037.02

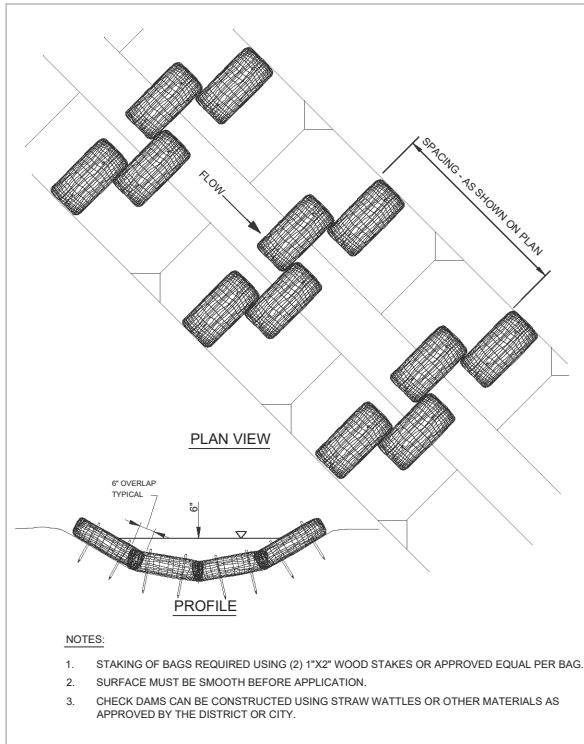
CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT

HELIBASE CONSTRUCTION
EROSION & SEDIMENT CONTROL NOTES

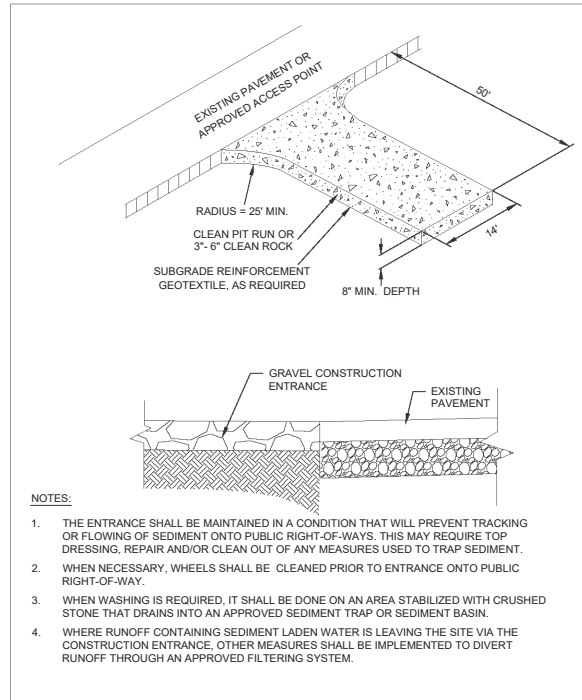
DRAWING NO. C-5
SHEET NO. 5 OF 12

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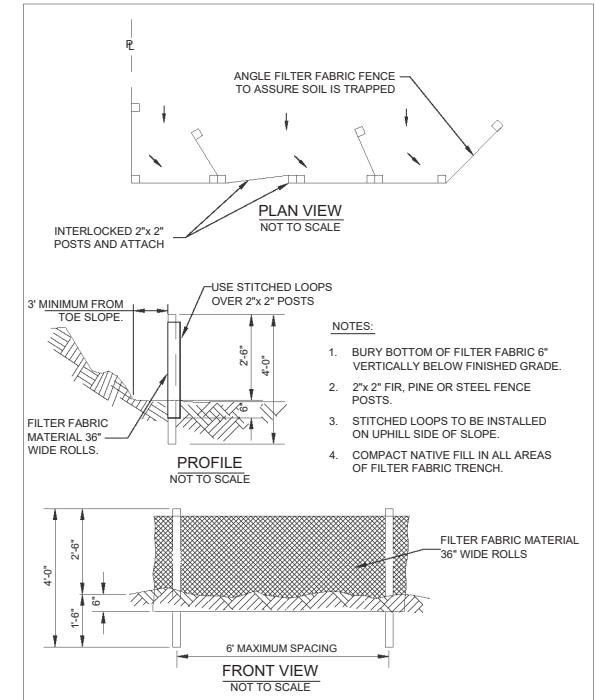




STRAW BALE BARRIER 1
SCALE: NTS



CONSTRUCTION ENTRANCE 2
SCALE: NTS



SEDIMENT FENCE 3
SCALE: NTS

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PRINTED DOCUMENTS

THESE DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF CENTURY WEST ENGINEERING CORPORATION, AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CENTURY WEST ENGINEERING CORPORATION.

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NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING

BEND OFFICE
1120 SW EMKAY DRIVE, #100
BEND, OR 97702
541.322.9565
541.382.2423 FAX

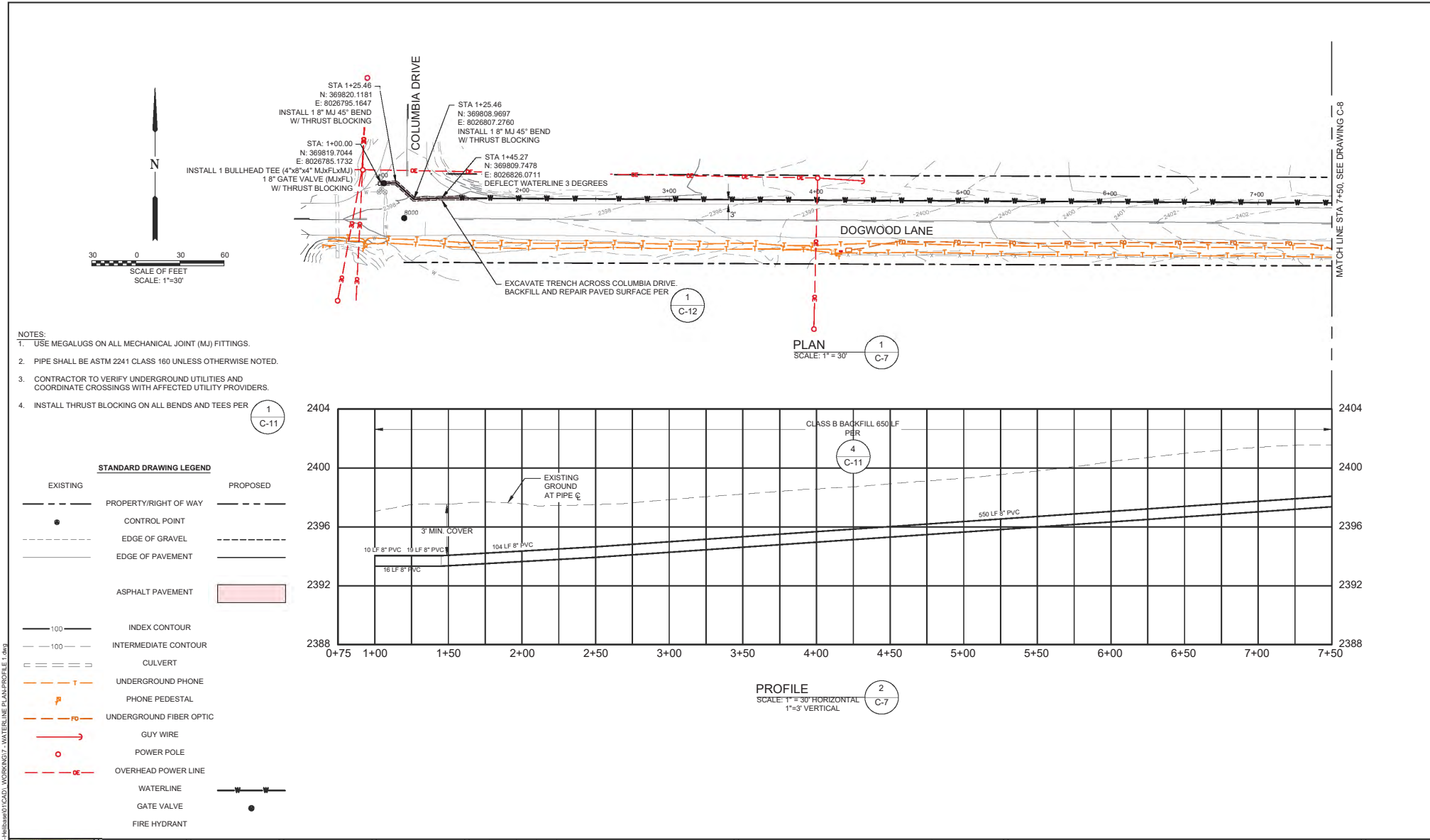
DATE: SEPTEMBER 2022 PROJECT NO: 10149.037.02

DESIGNED BY: WHB
DRAWN BY: WHB
CHECKED BY: WMR
SCALE: AS SHOWN

CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT

HELIBASE CONSTRUCTION
EROSION & SEDIMENT CONTROL DETAILS

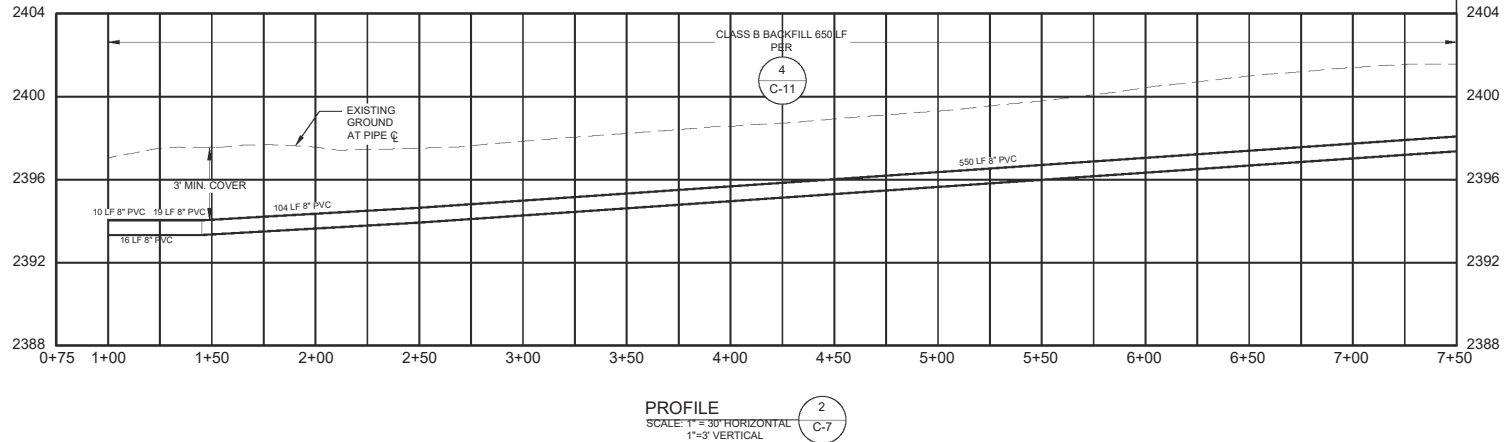
DRAWING NO. C-6
SHEET NO. 6 OF 12



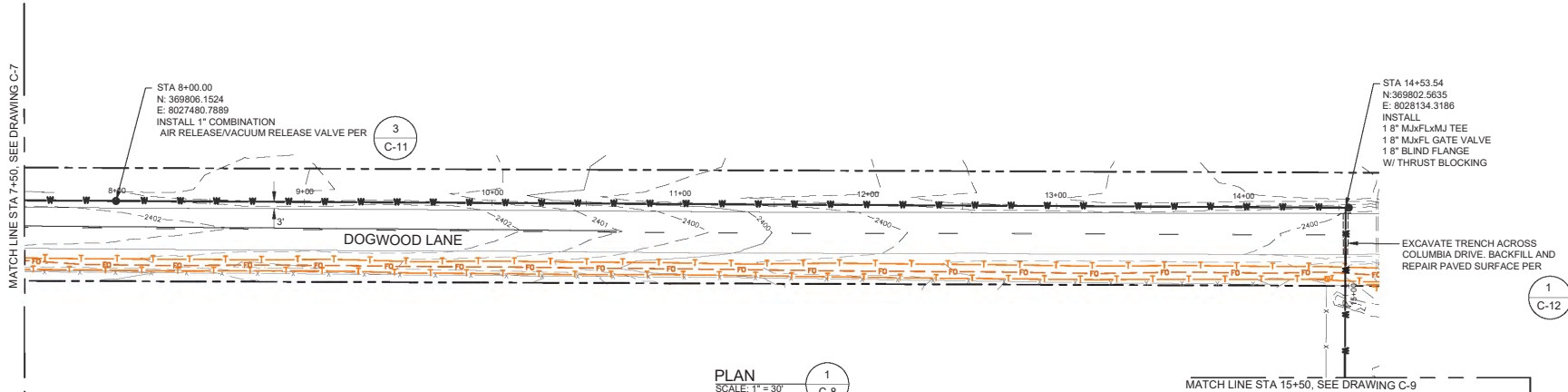
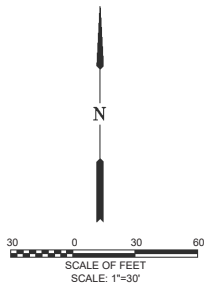
- NOTES:**
1. USE MEGALUGS ON ALL MECHANICAL JOINT (MJ) FITTINGS.
 2. PIPE SHALL BE ASTM 2241 CLASS 160 UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO VERIFY UNDERGROUND UTILITIES AND COORDINATE CROSSINGS WITH AFFECTED UTILITY PROVIDERS.
 4. INSTALL THRUST BLOCKING ON ALL BENDS AND TEES PER 1
C-11

STANDARD DRAWING LEGEND

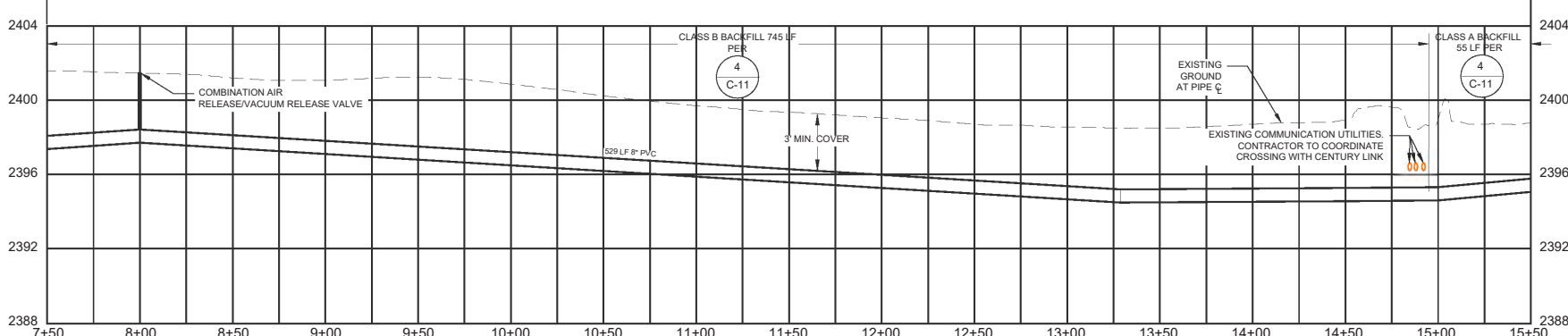
	EXISTING		PROPOSED
	PROPERTY/RIGHT OF WAY		CONTROL POINT
	EDGE OF GRAVEL		EDGE OF PAVEMENT
	ASPHALT PAVEMENT		
	INDEX CONTOUR		
	INTERMEDIATE CONTOUR		
	CULVERT		
	UNDERGROUND PHONE		
	PHONE PEDESTAL		
	UNDERGROUND FIBER OPTIC		
	GUY WIRE		
	POWER POLE		
	OVERHEAD POWER LINE		
	WATERLINE		WATERLINE
	GATE VALVE		FIRE HYDRANT



<p>THE CITY OF MADRAS EST. 1917</p>	<p>REGISTERED PROFESSIONAL ENGINEER 19401PE William H. Bravett OREGON Exp. 12/31/23</p>	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	NO. DATE BY APPR REVISIONS 4/12/23 WHB/WHB ADDED WATERLINE SHEETS	<p>CENTURY WEST ENGINEERING</p>	BEND OFFICE 1020 SW EMMAKAY DRIVE, #100 BEND, OR 97702 541.322.9565 541.382.2423 FAX	DESIGNED BY: WHBTJS DRAWN BY: TJS CHECKED BY: WHB SCALE: AS SHOWN	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT	DRAWING NO. C-7
			DATE: SEPTEMBER 2022		PROJECT NO: 10149.037.02	HELIBASE CONSTRUCTION WATER LINE PLAN AND PROFILE STA 1+00 TO 7+50	SHEET NO. 7 OF 12	



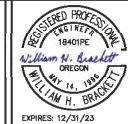
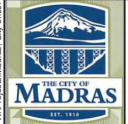
PLAN
SCALE: 1" = 30'



PROFILE
SCALE: 1" = 30' HORIZONTAL
1" = 3' VERTICAL

- NOTES:
1. USE MEGALUGS ON ALL MECHANICAL JOINT (M.J) FITTINGS.
 2. PIPE SHALL BE ASTM 2241 CLASS 160 UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO VERIFY UNDERGROUND UTILITIES AND COORDINATE CROSSINGS WITH AFFECTED UTILITY PROVIDERS.
 4. INSTALL THRUST BLOCKING ON ALL BENDS AND TEES PER

1
C-11



VERIFY SCALES
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SCALES ACCORDINGLY.

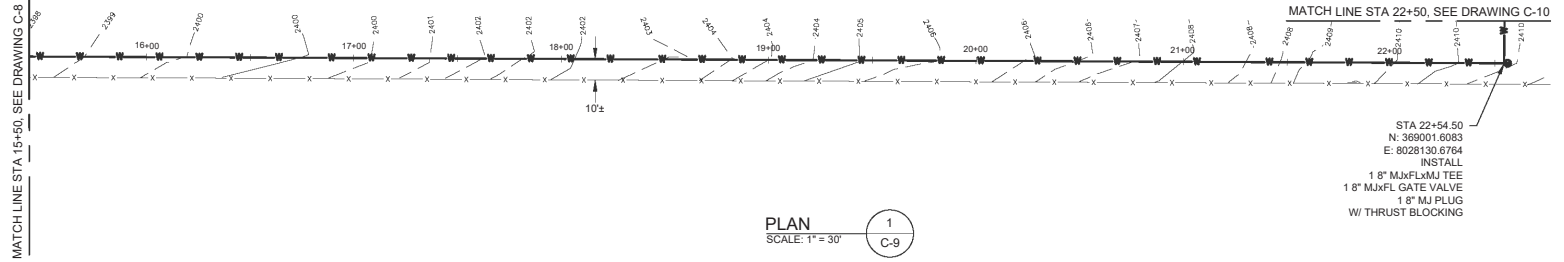
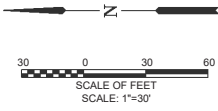
NO.	DATE	BY	APPR	REVISIONS
4/12/23	WHB/WHB			ADDED WATERLINE SHEETS



DATE: SEPTEMBER 2022 PROJECT NO: 10149.037.02

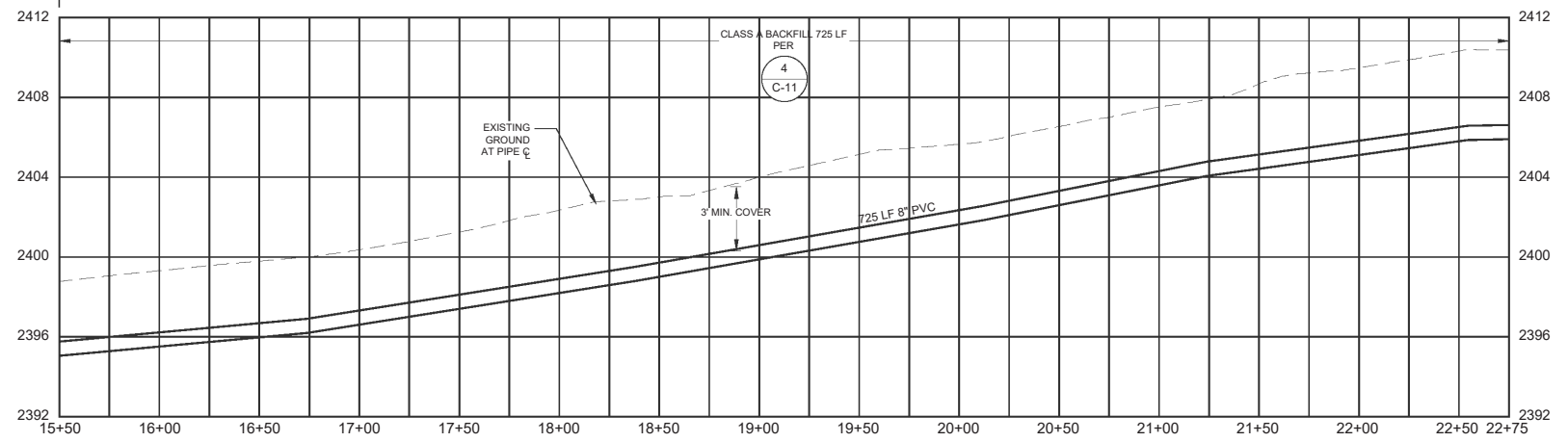
DESIGNED BY: WHB/TJS
DRAWN BY: TJS
CHECKED BY: WHB
SCALE: AS SHOWN

CITY OF MADRAS MADRAS MUNICIPAL AIRPORT		DRAWING NO. C-8
HELIBASE CONSTRUCTION - ---- WATER LINE PLAN AND PROFILE STA 7+50 TO 15+50		SHEET NO. 8 OF 12



PLAN
SCALE: 1" = 30'

STA 22+54.50
N: 369001.6083
E: 8028130.6764
INSTALL
1 8" MxFLxMJ TEE
1 8" MxFL GATE VALVE
1 8" MJ PLUG
W/ THRUST BLOCKING

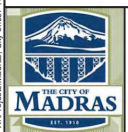


PROFILE
SCALE: 1" = 30' HORIZONTAL
1" = 3' VERTICAL

- NOTES:
1. USE MEGALUGS ON ALL MECHANICAL JOINT (MJ) FITTINGS.
 2. PIPE SHALL BE ASTM 2241 CLASS 160 UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO VERIFY UNDERGROUND UTILITIES AND COORDINATE CROSSINGS WITH AFFECTED UTILITY PROVIDERS.
 4. INSTALL THRUST BLOCKING ON ALL BENDS AND TEES PER

1
C-11

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VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
4/12/23	WHB/WHB			ADDED WATERLINE SHEETS

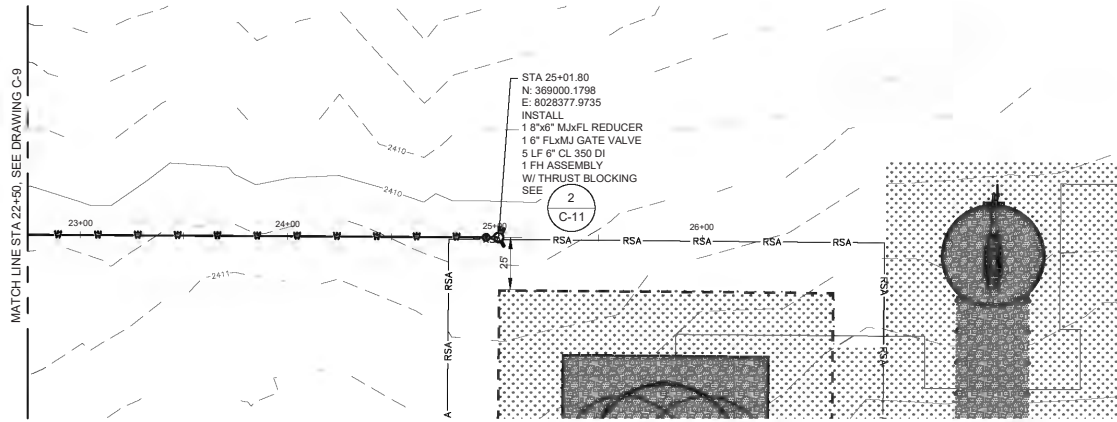


DESIGNED BY: WHB/TJS
DRAWN BY: TJS
CHECKED BY: WHB
SCALE: AS SHOWN

DESIGNED BY: WHB/TJS
DRAWN BY: TJS
CHECKED BY: WHB
SCALE: AS SHOWN

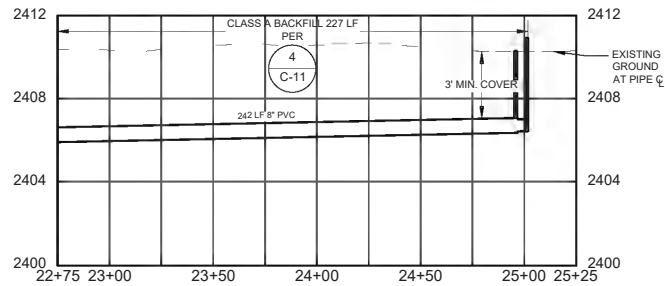
CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT
HELIBASE CONSTRUCTION
WATER LINE PLAN AND PROFILE STA 15+50 TO 22+75

DRAWING NO. C-9
SHEET NO. 9 OF 12



PLAN
SCALE: 1" = 30'

1
C-10

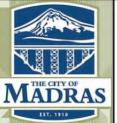




2
C-10

- NOTES:
- USE MEGALUGS ON ALL MECHANICAL JOINT (MJ) FITTINGS.
 - PIPE SHALL BE ASTM 2241 CLASS 160 UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO VERIFY UNDERGROUND UTILITIES AND COORDINATE CROSSINGS WITH AFFECTED UTILITY PROVIDERS.
 - INSTALL THRUST BLOCKING ON ALL BENDS AND TEES PER 1 C-11

1
C-11

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		VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	NO. 4 DATE 4/12/23 BY WHB APPR WHB	REVISIONS 1. ADDED WATERLINE SHEETS		BEND OFFICE 1020 SW EMKAY DRIVE, #100 BEND, OR 97702 541.322.9565 541.382.2423 FAX	DESIGNED BY: WHB/TJS	CITY OF MADRAS MADRAS MUNICIPAL AIRPORT	DRAWING NO. C-10
			DATE: SEPTEMBER 2022	PROJECT NO: 10149.037.02			CHECKED BY: WHB		SCALE: AS SHOWN

HELIBASE CONSTRUCTION
WATER LINE PLAN AND PROFILE STA 22+50 TO 25+01.80

THRUST BLOCKING

TABLE A CONCRETE THRUST BLOCKING (HORIZONTAL)						TABLE C CONCRETE BLOCKING FOR CONVEX VERTICAL BENDS									
PIPE DIA.	Table Pressure (PSI)	Thrust (T) at fittings in Pounds		PIPE DIA.	Table Pressure (PSI)	DIMENSION TABLE		PIPE DIA.	Table Pressure (PSI)	Concrete Volume (cu yd)	Strip Spacing (ft)	Strip Length (ft)	Strip Spacing (ft)		
		90° Elbow	45° Elbow			90° Elbow	45° Elbow								
4"	250	1488	1319	22.3	11.23	45	0.37	0.8	45	0.37	0.8	17	5		
6"	250	12149	17319	8263	4835	230	11.23	0.68	6"	250	22.3	0.95	3.0	17	5
8"	250	19604	27043	14480	7560	380	45	3.78	6"	250	22.3	0.88	2.9	17	5
10"	250	27003	37003	20809	11889	545	45	3.22	6"	250	22.3	0.85	2.8	17	5
12"	250	37332	50332	28372	14813	744	45	3.22	6"	250	22.3	0.85	2.8	17	5
14"	250	48454	63454	37059	19396	973	45	3.22	6"	250	22.3	0.85	2.8	17	5

TABLE B	
Soil Type	Soil Bearing Capacity (k in PSF)
Hard shale	10,000
Sand and gravel	4000
Sand	3000
Sand and gravel	3000
Silt clay	2000
Clay, silt, etc.	0

THRUST BLOCK BEARING AREA EQUATION

NOTE: WHEN THRUST BLOCK BEARING AREA IS NOT SPECIFIED ON THE PLANS OR DETERMINED BY THE ENGINEER, USE THE FOLLOWING PROCEDURE TO DETERMINE REQUIRED BEARING AREA.

- Determine thrust (T) for type of fitting or joint and size of pipe from Table A.
- Determine Design (Fact) Pressure from Standard Specifications or Special Provisions.
- Determine Soil Bearing Capacity (k) in PSF from Table B.
- Determine required bearing area (A) in sq. ft. as follows:

$$A = \frac{T}{k} \left(\frac{1.5 \text{ (Design Fact Pressure)}}{1.0 \text{ (Table Pressure)}} \right)$$

Example: Design (Fact) Pressure = 150 PSI
 From Table A, T = 17320
 From Table B, k = 3000

$$A = \left(\frac{17320}{3000} \right) \left(\frac{1.5}{1.0} \right) = 8.66 \text{ sq. ft.}$$

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Concrete to provide blocking allows to withstand full test pressure.
- Four concrete blocking required unobstructed access.
- All concrete shall be commercial grade concrete.
- Wrap pipe and/or fittings with 2 layers of polyethylene film when in contact with concrete.
- Keep concrete clear of all joints and accessories.
- Scraps shall be delivered/garbage (old rolled steel SLD/STD) NOT REUSE IN CONSTRUCTION OF CONCRETE WITHIN 24 HOURS AFTER INSTALLATION.
- See project plans for details not shown.

DATE: 25-JUL-2017
 DRAWN: JEFFREY BUCKNER
 CHECKED: N/A
 PROJECT: MADRAS WATERLINE

THRUST BLOCKING 1
 SCALE: NTS
 Effective Date: December 1, 2022 – May 31, 2023
 RD250

HYDRANT ASSEMBLY

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Hydrant pipe to shorter than 18\"/>
- Two 1/2\"/>
- See item 10 above. Cast in place with concrete at same time.
- Where placed adjacent to curb, hydrant pipe shall be 24\"/>
- Concrete thrust blocks shall be constructed as per thrust blocking Det. Dep. RD250. Do not block drain holes.
- Accessories required for hydrant systems shall be installed as the manufacturer's specifications.
- Hydrants shall be placed to provide a minimum of 5' clearance from driveway, poles, and other obstructions.
- Hydrant pumper port shall face direction of access.
- See hydrant charts in all directions.
- Hydrant pumper port shall face direction of access.
- See project plans for details not shown.

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Concrete to provide blocking allows to withstand full test pressure.
- Four concrete blocking required unobstructed access.
- All concrete shall be commercial grade concrete.
- Wrap pipe and/or fittings with 2 layers of polyethylene film when in contact with concrete.
- Keep concrete clear of all joints and accessories.
- Scraps shall be delivered/garbage (old rolled steel SLD/STD) NOT REUSE IN CONSTRUCTION OF CONCRETE WITHIN 24 HOURS AFTER INSTALLATION.
- See project plans for details not shown.

DATE: 25-JUL-2017
 DRAWN: JEFFREY BUCKNER
 CHECKED: N/A
 PROJECT: MADRAS WATERLINE

FIRE HYDRANT 2
 SCALE: NTS
 Effective Date: December 1, 2022 – May 31, 2023
 RD254

AIR/VACUUM RELEASE VALVE

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Air release/vacuum valve shall be size specified in Contract. Piping and valves to be same size in combination air release/vacuum valve.
- Locate at high point of main.
- Top top of main.
- Provide insulation and sufficient depth where specified for freeze protection.
- See project plans for details not shown.

DATE: 23-JUL-2017
 DRAWN: JEFFREY BUCKNER
 CHECKED: N/A
 PROJECT: MADRAS WATERLINE

AIR/VACUUM RELEASE VALVE 3
 SCALE: NTS
 Effective Date: December 1, 2022 – May 31, 2023
 RD270

TRENCH BACKFILL

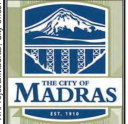
TABLE A			
DIAMETER (in)	DEPTH (ft)	BACKFILL TYPE	MINIMUM BACKFILL THICKNESS (ft)
4"	10"	4"	8"
6"	10"	6"	10"
8"	10"	6"	10"
10"	10"	6"	10"
12"	12"	6"	10"
15"	12"	6"	10"
18"	18"	6"	12"
21"	18"	6"	12"
24"	18"	6"	12"
30"	18"	6"	12"
36"	24"	6"	14"
42"	24"	6"	14"
48"	24"	6"	14"
54"	24"	6"	14"
60"	24"	6"	14"
66"	24"	6"	14"
72"	24"	6"	14"

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Surfacing of ground areas shall comply with street cut Det. Dep. RD263.
- For pipe installation in embankment areas where the trench method will not be used, the pipe to be 30" diameter. Increase dimension "B" to nominal pipe diameter.
- Place over 72" diameter are structures, and are not applicable to this drawing.
- See Det. Dep. RD236 for rebar wire details within required.

DATE: 14-JUN-2014
 DRAWN: JEFFREY BUCKNER
 CHECKED: N/A
 PROJECT: MADRAS WATERLINE

TRENCH BACKFILL 4
 SCALE: NTS
 Effective Date: December 1, 2022 – May 31, 2023
 RD300



VERIFY SCALES
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 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
1	4/12/23	WHB	WHB	ADDED WATERLINE SHEETS

CENTURY WEST ENGINEERING

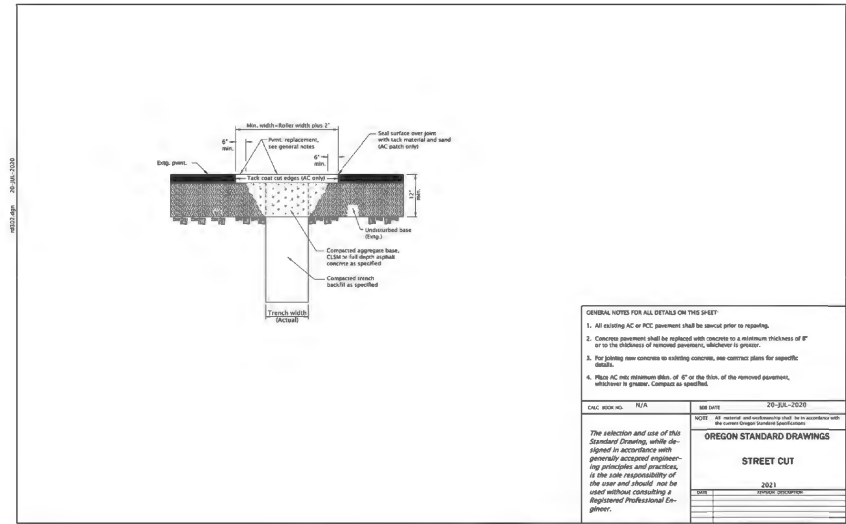
DESIGNED BY: WHBTJS
 DRAWN BY: TJS
 CHECKED BY: WHB
 SCALE: AS SHOWN

DATE: SEPTEMBER 2022
 PROJECT NO: 10149.037.02

**CITY OF MADRAS
 MADRAS MUNICIPAL AIRPORT**

**HELIBASE CONSTRUCTION
 WATER LINE DETAILS 1**

DRAWING NO: C-11
 SHEET NO: 11 OF 12



GENERAL NOTES FOR ALL DETAILS ON THIS SHEET

1. All existing AC or PCC pavement shall be tested prior to repairs.
2. Concrete pavement shall be replaced with concrete to a minimum thickness of 8" or to the thickness of removed pavement, whichever is greater.
3. For patching new concrete to existing concrete, see contract plans for specific details.
4. Place AC with minimum thickness of 4" or the thickness of the removed pavement, whichever is greater. Compact to specified.

CAC: 8006-00: N/A 20-311-2020

SDS: 02 material and workmanship shall be in accordance with the current Oregon Standard Drawings.

OREGON STANDARD DRAWINGS

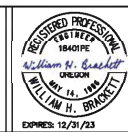
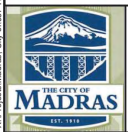
STREET CUT

2021

REVISION DESCRIPTION

TRENCH PATCH 1
SCALE: NTS C-12 Effective Date: December 1, 2022 - May 31, 2023 RD100

X:\Project\Madras_City\037-Helibase\01\ROAD WORKING\7 - WATERLINE PLAN\PROFILE 1.dwg



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
1	4/12/23	WHB	WHB	ADDED WATERLINE SHEETS

CENTURY WEST ENGINEERING

BEND OFFICE
1020 SW EMMAWAY DRIVE, #100
BEND, OR 97702
541.322.9882
541.382.2423 FAX

DATE: SEPTEMBER 2022 PROJECT NO: 10149.037.02

DESIGNED BY: WHBTJS
DRAWN BY: TJS
CHECKED BY: WHB
SCALE: AS SHOWN

CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT

HELIBASE CONSTRUCTION
WATER LINE DETAILS 2

DRAWING NO. C-12
SHEET NO. 12 OF 12

CITY OF MADRAS
Request for Council Action

Meeting Date: January 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **10TH STREET EXTENSION**
Discussion on extending 10th Street as part of the Hoffman Park Project

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No motion needed at this time. Staff is looking for general consensus on whether or not to construct 10th Street along with Hoffman Park

OVERVIEW:

The grant awarded to the City of Madras was for the construction of Hoffman Park. Construction of 10th Street adjacent to Hoffman Park is not an eligible grant expense and was not included in the grant. To estimate to construct 10th Street adjacent to the park is \$387,244. Public Works is requesting a discussion to see if the Council is amenable to utilizing System Development Charges and Transportation Operations to construct 10th Street with the park project.

STAFF ANALYSIS:

The City was awarded a grant of \$750,000 by Oregon Parks and Recreation through their Local Government Grant Program to develop Hoffman Park. The estimated project cost to develop Hoffman Park is \$1,250,000. Oregon Parks and Rec provides a maximum grant of \$750,000 and requires a 40% match. The City's obligation for the park project is \$500,000 of which \$180,000 is donated land. The actual cash from City funds is \$320,000 funded by Parks SDCs. The Hoffman Park grant only included park elements and did not include construction of 10th Street adjacent to the park.

The staff had put together an estimate to construct 10th Street at \$387,268.40. This includes extending the utilities (storm sewer, wastewater, water, and dry utilities), excavation/embankment, aggregate base and paving, curbing, sidewalks, planter strips and a raised crosswalk similar to that on B Street. The project is listed in the City's System Development Charge studies and is eligible to be paid at 100% for wastewater and storm, but is only eligible at 58.27% for streets. The additional 41.73% of street costs will need to come from the Transportation Operations Fund.

Analyzing the Transportation Operations Fund budget, staff estimates the ending fund balance at \$984,000. The adopted budget allocates \$598,000 as our ending fund balance. This is primarily due to beginning fund balances coming in higher than anticipated (over \$400,000) and additional

cost savings on projects. The project will require \$131,000 from the Transportation Operations Fund.

The SDC Wastewater Improvement fund has a contingency of \$300,000 (\$44,500 needed), the SDC Street Improvement fund has a contingency of \$300,000 (\$169,000 needed), and the SDC Stormwater Improvement fund has a contingency of \$50,000 (\$43,780 needed).

Staff's recommendation is to include construction of 10th Street along with construction of the park to have a completely usable park with developed access. This may also help development to occur directly south of the park as infrastructure will be extended to their property. If council is amenable to the idea, staff will budget accordingly.

FISCAL INFORMATION:

Expenses

- Hoffman Park - \$1,250,000
- 10th Street - \$387,244

Total Combined = \$1,637,244

Revenue

- OPRD - \$750,000
- SDC Park Improvement fund - \$320,000
- Land Donation Match - \$180,000
- Transportation Operations fund - \$131,055
- SDC Street Improvement fund - \$167,865
- SDC Wastewater Improvement fund - \$44,547
- SDC Storm Improvement fund - \$43,777

Total Combined = \$1,637,244

SUPPORTING DOCUMENTATION:

Hoffman Park Concept
Hoffman Park Budget
10th Street Budget

STRATEGIC GOAL:

#3B

LEGEND

- 1** FUTURE PARKING
- 2** FENCED DOG PARK - BIG
- 3** FENCED DOG PARK - SMALL
- 4** VEGETATED GRASS AREA
- 5** PAVED PARKING
- 6** RAISED CROSSWALK
- 7** COVERED PICNIC AREA
- 8** RESTROOMS W/ WATER FOUNTAIN
- 9** WALKING TRAIL



Hoffman Park
City of Madras
Date Prepared 3-30-23

	Description	Unit	Measure	Unit Price	Total
1	Land Acquisition	1	LS	\$180,000.00	\$180,000.00
2	Design, Survey and Engineering	1	LS	\$55,000.00	\$55,000.00
3	Site Clearing and Erosion Control	1	LS	\$25,000.00	\$25,000.00
4	Excavation and Embankment	3,500	CY	\$40.00	\$140,000.00
5	Rough Grading Site	265,000	SF	\$0.50	\$132,500.00
6	Final Grading	45,000	SF	\$0.50	\$22,500.00
7	Water/Sewer/Storm	1	LS	\$55,000.00	\$55,000.00
8	Switching, Conduit and Wiring	1	LS	\$7,400.00	\$7,400.00
9	Asphalt Paving Parking lot incl. Agg Base	12,000	SY	\$3.00	\$36,000.00
10	Concrete Curbing	1,500	LF	\$30.00	\$45,000.00
11	Concrete Walks	900	SF	\$12.00	\$10,800.00
12	Trail	1	LS	\$20,000.00	\$20,000.00
13	Entry Sign	2	EA	\$5,000.00	\$10,000.00
14	Picnic Shelter	1	EA	\$30,000.00	\$30,000.00
15	Restroom	1	EA	\$250,000.00	\$250,000.00
16	Site Furnishings	1	LS	\$35,800.00	\$35,800.00
17	Irrigation	1	LS	\$80,000.00	\$80,000.00
18	Plantings	1	LS	\$65,000.00	\$65,000.00
19	Soil Prep	1	LS	\$50,000.00	\$50,000.00

Subtotal \$1,250,000.00

Total **\$1,250,000.00**

difference \$0.00

LGGP \$ 750,000.00
City Land \$ 180,000.00
City Cash \$ 320,000.00
total \$ 1,250,000.00

Force Account	LGGP (60%)	City Cash	Total
\$ 180,000.00	\$ -	\$ -	\$ 180,000.00
	\$ 33,000.00	\$ 22,000.00	\$ 55,000.00
	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00
	\$ 130,000.00	\$ 10,000.00	\$ 140,000.00
	\$ 132,500.00		\$ 132,500.00
	\$ 22,500.00		\$ 22,500.00
	\$ 33,000.00	\$ 22,000.00	\$ 55,000.00
	\$ 4,440.00	\$ 2,960.00	\$ 7,400.00
	\$ 21,600.00	\$ 14,400.00	\$ 36,000.00
	\$ 27,000.00	\$ 18,000.00	\$ 45,000.00
	\$ 6,480.00	\$ 4,320.00	\$ 10,800.00
	\$ 12,000.00	\$ 8,000.00	\$ 20,000.00
	\$ 6,000.00	\$ 4,000.00	\$ 10,000.00
	\$ 18,000.00	\$ 12,000.00	\$ 30,000.00
	\$ 150,000.00	\$ 100,000.00	\$ 250,000.00
	\$ 21,480.00	\$ 14,320.00	\$ 35,800.00
	\$ 48,000.00	\$ 32,000.00	\$ 80,000.00
	\$ 39,000.00	\$ 26,000.00	\$ 65,000.00
	\$ 30,000.00	\$ 20,000.00	\$ 50,000.00

\$ 180,000.00 \$ 750,000.00 \$ 320,000.00 \$ 1,250,000.00

\$ 180,000.00 \$ 750,000.00 \$ 320,000.00 \$ 1,250,000.00

14.40% 60.00% 25.60% 100.00%

10th Street
City of Madras
Date Prepared 12-26-23

	Description	Unit	Measure	Unit Price	Total
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Compaction Testing	1	LS	\$5,000.00	\$5,000.00
3	TPDT	1	LS	\$3,500.00	\$3,500.00
4	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00
5	Gravel Construction entrance	1	EA	\$5,500.00	\$5,500.00
6	Excavation and Embankment	259	CY	\$50.00	\$12,950.00
7	Subgrade Prep	1,556	SY	\$3.00	\$4,668.00
8	Sawcuts and Demo AC	1	LS	\$2,500.00	\$2,500.00
9	Aggregate Base 10"	1,044	SY	\$18.00	\$18,800.00
10	HMAC 4"	1,044	SY	\$26.50	\$27,666.00
11	14" Curb	400	LF	\$30.00	\$12,000.00
12	Street Light Bases	2	EA	\$2,200.00	\$4,400.00
13	ADA Ramps	2	EA	\$2,700.00	\$5,400.00
14	Driveway Approaches	4	EA	\$3,750.00	\$15,000.00
15	4" Sidewalk on 4" Agg Base	2,400	SF	\$10.00	\$24,000.00
16	Raised Crossing	1,410	SF	\$26.00	\$36,660.00
17	Signage	2	EA	\$750.00	\$1,500.00
18	8" PVC Sanitary Sewer	200	LF	\$120.00	\$24,000.00
19	4" PVC Sanitary Services	2	EA	\$3,000.00	\$6,000.00
20	48" Standard Manhole	1	EA	\$5,500.00	\$5,500.00
21	Sewer Testing	1	LS	\$5,000.00	\$5,000.00
22	12" Storm Main	200	LF	\$90.00	\$18,000.00
23	8" Storm	100	LF	\$75.00	\$7,500.00
24	48" Storm Manhole	1	EA	\$5,500.00	\$5,500.00
25	Catch Basins	4	EA	\$2,200.00	\$8,800.00
26	8" Water Main	200	LF	\$95.00	\$19,000.00
27	2" Water Services	2	EA	\$3,500.00	\$7,000.00
28	Hydrant Assembly	1	EA	\$9,700.00	\$9,700.00
29	8" Gate Valve	1	EA	\$1,200.00	\$1,200.00
30	Waterline Testing	1	LS	\$6,000.00	\$6,000.00
31	Landscaping in 10th Street	1	LS	\$20,000.00	\$20,000.00

Street SDC 58.27%	TOF 41.73%	WW SDC	Storm SDC
\$5,827.00	\$4,173.00		
\$2,913.50	\$2,086.50		
\$2,039.45	\$1,460.55		
\$4,370.25	\$3,129.75		
\$3,204.85	\$2,295.15		
\$7,545.97	\$5,404.04		
\$2,720.04	\$1,947.96		
\$1,456.75	\$1,043.25		
\$10,954.76	\$7,845.24		
\$16,120.98	\$11,545.02		
\$6,992.40	\$5,007.60		
\$2,563.88	\$1,836.12		
\$3,146.58	\$2,253.42		
\$8,740.50	\$6,259.50		
\$13,984.80	\$10,015.20		
\$21,361.78	\$15,298.22		
\$874.05	\$625.95		
		\$24,000.00	
		\$6,000.00	
		\$5,500.00	
		\$5,000.00	
			\$18,000.00
			\$7,500.00
			\$5,500.00
			\$8,800.00
\$11,071.30	\$7,928.70		
\$4,078.90	\$2,921.10		
\$5,652.19	\$4,047.81		
\$699.24	\$500.76		
\$3,496.20	\$2,503.80		
\$11,654.00	\$8,346.00		

Subtotal	\$340,244.00	\$151,469.37	\$108,474.63	\$40,500.00	\$39,800.00
Contingency	\$34,000.00	\$8,819.79	\$17,155.97	\$4,047.10	\$3,977.15
PPL Fee	\$10,000.00	\$5,827.00	\$4,173.00		
DVWD SDC	\$3,000.00	\$1,748.10	\$1,251.90		
Total	\$387,244.00	\$167,865.00	\$131,055.00	\$44,547.00	\$43,777.00
Total Combined	\$1,637,244.00				