



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, March 26, 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=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

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

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

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

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

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

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

VII. Regular Agenda

1. US 97: Streetscape
Jeff Hurd, Public Works Director
2. MRC Vouchers February 2024
Kate Knop, Finance Director
3. Resolution No. MRC 2024-01 Amending Bylaws of the Madras Redevelopment Commission
Keli Pollock, City Recorder

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. Capital Expenditures February 2024

VI. Public Hearing(s)

1. First Public Hearing of City of Madras Withdrawal of approximately 40 acres +/- from the City limits as lands exchanged with the approximately 40 acres +/- annexed under Planning File No. AX 23-2 & PA-23-1.

A. Mayor Opens Public Hearing

B. Declaration of Conflicts of Interest: Does any Councilor have any actual economic conflict of interest to disclose?

C. Staff Report / Applicant Testimony

D. Public Testimony

E. Staff Comments

F. Deliberation (Motion to recommend approval, modification, denial, or continue the public hearing to a date and time certain)

Nicholas Snead, Community Development Director

VII. Visitor Presentation(s)/Proclamations

1. Child Abuse Proclamation
2. Chamber Director Monthly Update
3. COCC Expansion Project Update
4. CORE3 Presentation

VIII. Regular Agenda

1. Willowbrook Park Agreement
Jeff Hurd, Public Works Director

2. Golf Course Cart Path
Jeff Hurd, Public Works Director

3. City Vouchers - February 2024
Kate Knop, Finance Director

4. Order setting the final hearing date, time, location, and the second and final hearing date and affirming an election shall not be held on the question of withdrawing territory from the Madras city limits.
Nicholas Snead, Community Development Director

5. Memorandum of Understanding between the City of Madras and the Madras Police Employee's Association
Will Ibershof, City Administrator

IX. Department Reports / Committee Updates

X. Adjourn Council Meeting

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: March 26, 2024
To: Madras Redevelopment Commissioners
From: Jeff Hurd, Public Works Director
Through: Will Ibershof, City Administrator
Subject: **US 97: Earl to Colfax**
Streetscape

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

Commission consider one of the following motions:

- Approve installation of Streetscape per City standards on 4th Street between Pine Street and B Street on the west side for \$500,000 (previously approved \$300,000 in the 2020-2022 Budget)
- Approve installation of Streetscape per City standards on 4th Street between Pine Street and B Street on both sides of the road \$1,000,000.
- Cancel the streetscape project and pay for design to date in the amount of XXXXXX

OVERVIEW:

The Oregon Department of Transportation has been designing the US 97: Earl Street to Colfax Lane project that will reconstruct portions of the highway and pave other sections of the highway from Colfax to Earl Street. The project includes replacement of all non-compliant ADA ramps along the highway, installation of pedestrian crossing improvements, and stormwater improvements.

The project is slated to begin in 2026 and ODOT is needing direction from the City on their contribution to streetscape improvements along the highway. The funding needs to be contributed to ODOT by January 2024.

STAFF ANALYSIS:

In 2018, ODOT contacted the City to make them aware of the US 97: Earl to Colfax Project. At that time, the project was slated to begin in 2022 and included reconstruction of 4th Street and 5th Street through the couplet. At that time, the City requested that ODOT install the City's streetscape standards to include sidewalk, pavers, trees, lighting, and irrigation similar to what was accomplished in the 2015 project. ODOT was willing to include our standard streetscape but asked for contributions to do so. MRC allocated \$300,000 in the 2020-22 budget for streetscape improvements, but the actual amount required was not known at that time. MRC re-allocated the \$300,000 to the 2022-24 budget as the project had not started yet.

The project is now at a stage where ODOT knows the amounts needed from the City to include the desired streetscape. The breakdown is as follows:

- To include City standard streetscape on 4th Street from Pine Street to B Street on the west side, the cost is approximately \$500,000. This would require that MRC contribute an additional \$200,000 to the \$300,000 already budgeted.
- To include City standard streetscape on 4th Street from Pine Street to B Street on both sides of the road, the cost is approximately \$1,000,000. This would require the MRC to contribute an additional \$700,000 to the \$300,000 already budgeted.
- If the MRC does not want to fund any streetscape, then ODOT will need to collect the funds expended on design for what has been completed to date (ODOT was working from a verbal agreement from a discussion had with City Council prior in the year and has expended design dollars).

FISCAL INFORMATION:

Based on discussion tonight, the MRC could contribute \$xxxx, \$500,000, or \$1,000,000.

SUPPORTING DOCUMENTATION:

- Streetscape pictures of 2015 project.
- Pictures of 4th Street from Pine Street to B Street.

5th Street – Street Scape design done with the J Street Project

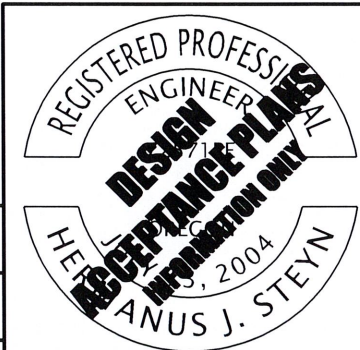
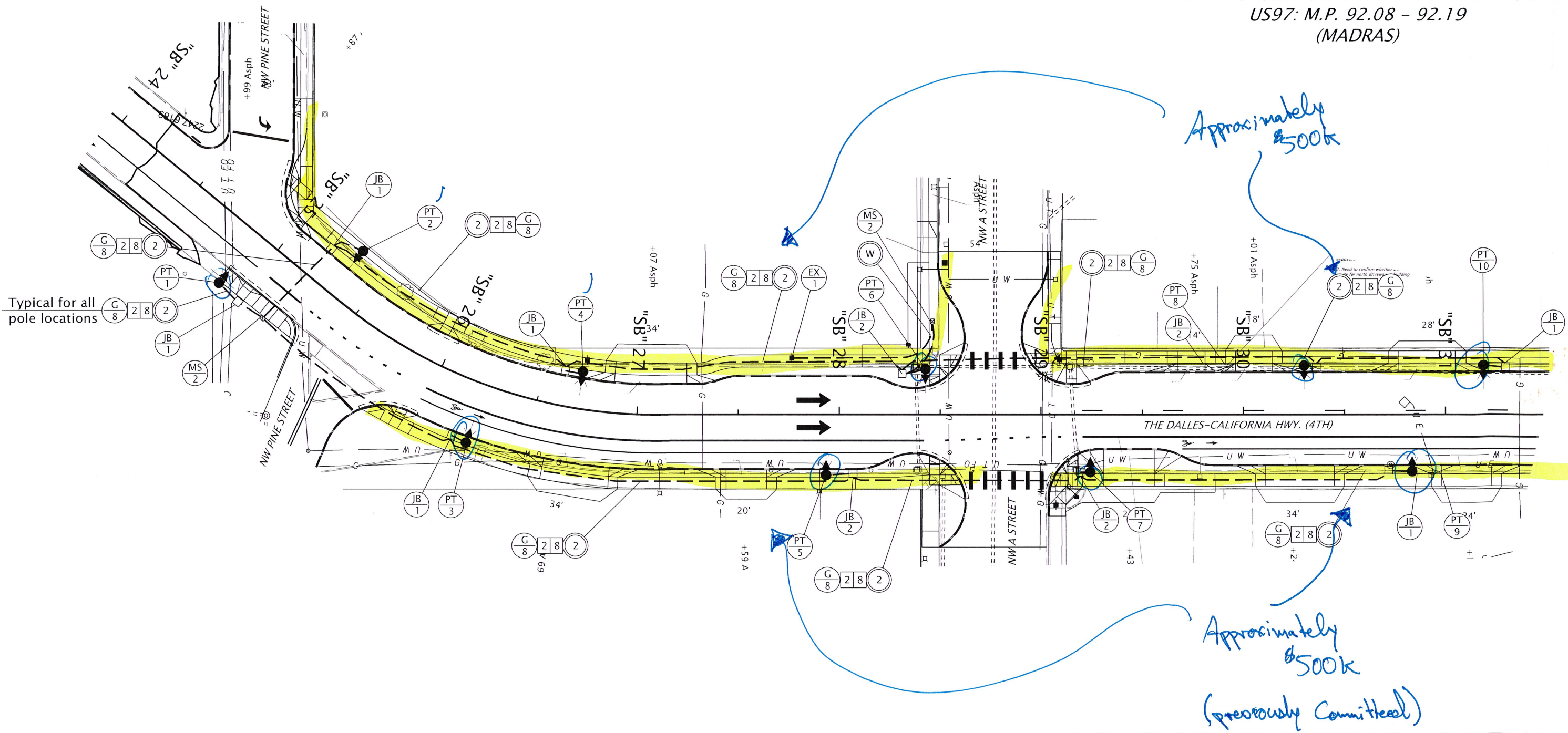


Pine Street to B Street current street view project is proposing the full streetscape design.





ILLUMINATION PLAN
THE DALLES-CALIFORNIA HWY @ PINE ST TO B ST
US97: M.P. 92.08 - 92.19
(MADRAS)



HWY: 004
M.P.: 92.50-92.27
UNIT FILE CODE
00000
DFI/TSSU NO.
00000

RENEWS: 6-30-2024

KITTELSON & ASSOCIATES
354 SW UPPER TERRACE
DRIVE, SUITE 101
BEND, OR 97702
P 541.312.8300



US97: EARL ST. - COLFAX LN. (MADRAS) SEC.
THE DALLES-CALIFORNIA HIGHWAY
AND WARM SPRINGS HIGHWAY
JEFFERSON COUNTY

Designer: N. Rodriguez
Reviewer: R. McFadden
Drafter: N. Rodriguez
Checker: R. McFadden

ILLUMINATION PLAN

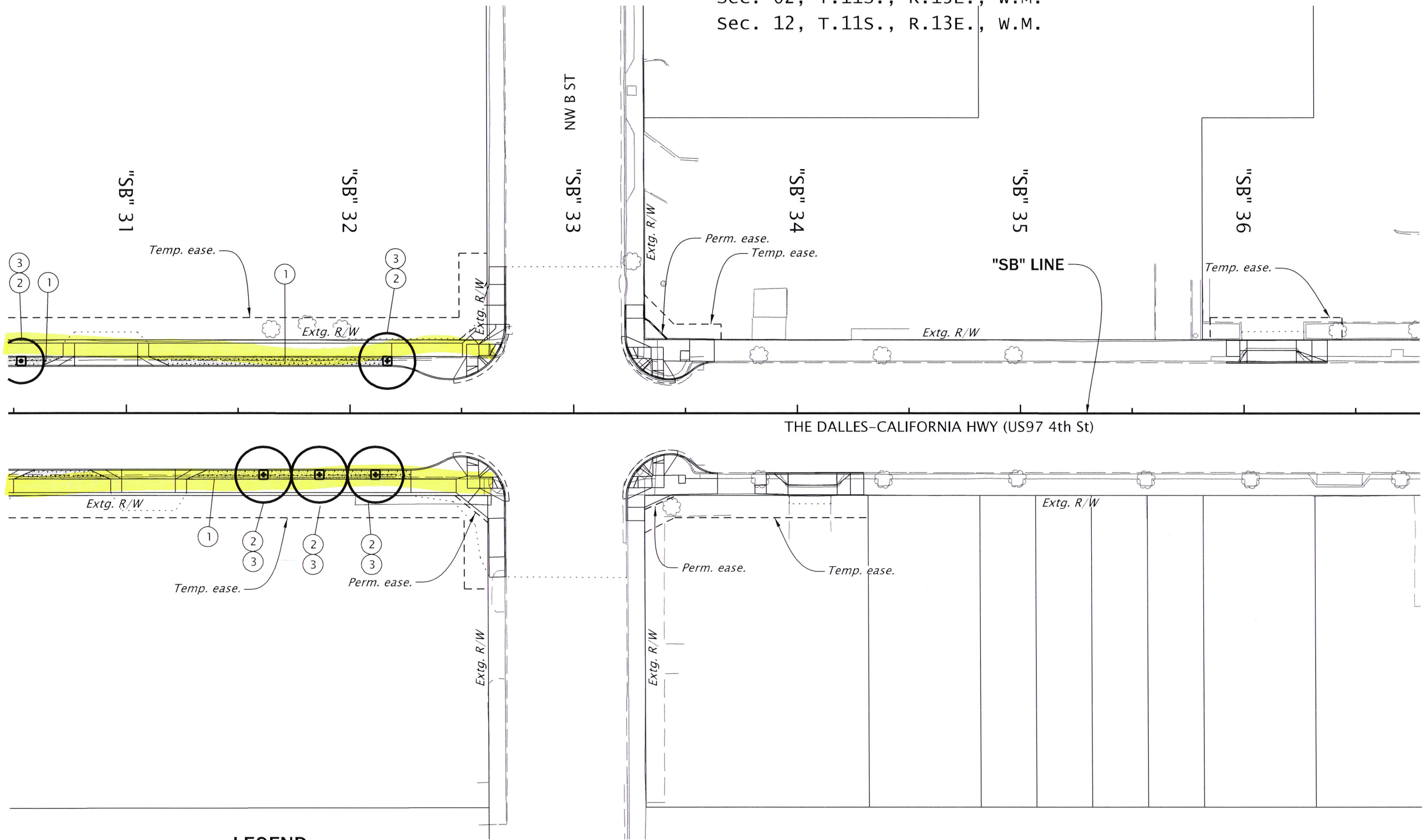
SHEET NO.
PA01

Sec. 02, T.11S., R.13E., W.M.
Sec. 12, T.11S., R.13E., W.M.

??V-???

CONSTRUCTION NOTES

- 1 Const. patterned conc. surfacing -1,210 sq. ft.
(For details, see sht. FA07)
- 2 Const. tree well and grate - 4
(For details, see sht. FA07)
- 3 Plant deciduous tree - 4
(For details, see sht. FA08)



LEGEND

- Tree well and grate
- Patterned concrete surfacing
- 2" caliper deciduous tree
Ginkgo biloba 'JFS-UGA2'
Golden Collonade Ginkgo
- 2" caliper deciduous tree
Gleditsia triacanthos inermis 'Draves'
Street Keeper Honeylocust

REGISTERED
DESIGN
ARCHITECT
LANDSCAPE ARCHITECT
11/2/2022
Raymond Williams

GREENWORKS.

US97: EARL ST. - COLFAX LN. (MADRAS) SEC.
THE DALLES-CALIFORNIA HIGHWAY
AND WARM SPRINGS HIGHWAY
JEFFERSON COUNTY

Designer: Ron Tendick Reviewer: Gill Williams
Drafter: Ron Tendick / Wes Shoger Checker: Name

ROADSIDE DEVELOPMENT
SITE LAYOUT PLAN

SHEET NO.
FA05

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: March 26, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **MRC VOUCHERS FEBRUARY 2023**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

See attachment

SUPPORTING DOCUMENTATION:

February 2024 MRC Vouchers

Report Criteria:

Report type: Summary

Bank.Bank number = 2

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
02/24	02/15/2024	4489	A-Core of Oregon LLC	Initiative Brewing	.00 V
02/24	02/15/2024	4490	C Potterf Construction Inc	Initiative Brewing	.00 V
02/24	02/15/2024	4491	Elite Construction Contracting LLC	Initiative Brewing	.00 V
02/24	02/22/2024	4492	A-Core of Oregon LLC	Initiative Brewing	1,913.00
02/24	02/22/2024	4493	C Potterf Construction Inc	Initiative Brewing	25,198.17
02/24	02/22/2024	4494	Elite Construction Contracting LLC	Initiative Brewing	40,000.00
02/24	02/22/2024	4495	JB Construction Services Inc	The Spot - Fence Removal	4,450.00
02/24	02/22/2024	4496	SGS Development LLC	Year 1 of 7 homes 19-63	132,678.97
Grand Totals:					204,240.14

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/10/2024	LENOVO UNITED STATES	Lenovo - MRC Laptops	\$ 1,906.80
1/10/2024	LENOVO UNITED STATES	Lenovo - MRC Laptops	\$ 1,906.80
MRC TOTAL:			\$ 3,813.60

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: March 26, 2024
To: Madras Redevelopment Commissioners
From: Keli Pollock, City Recorder
Through: Will Ibershof, City Administrator
Subject: **RESOLUTION NO. MRC 2024-01 AMENDING BYLAWS OF THE
MADRAS REDEVELOPMENT COMMISSION**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the MRC approve Resolution No. MRC 2024-01.

OVERVIEW:

The Madras Redevelopment Commission ("MRC"), the Urban Renewal Agency of the City of Madras approved certain Third Amended and Restated Bylaws of the Urban Renewal Agency of the City of Madras dated February 8, 2022 by and through MRC's approval and adoption of MRC Resolution No. 2022-01. Staff and the MRC recognizes needed changes and desires to adopt certain amendments to the Bylaws to, among other things, address recent changes or modifications in the manner and method in which MRC business is conducted.

STAFF ANALYSIS:

Staff and Chair Soliz reviewed the 2022 bylaws, the changes proposed herein reflect procedures currently being used by Staff and operational procedures being used by the MRC. In addition, some changes have been included that have streamlined processes and created efficiencies for the MRC. None of the proposed changes alter the structure, intent or mission of the Agency or the Commission. At the December 12, 2023, meeting staff presented the resolution, however, the Commission decided at that time not to take action to approve the resolution as they wanted the verbiage altered in regard to the voting rights of the chair. This change has been made and staff brings the proposed resolution back to the Commission for their consideration and approval.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution No. MRC 2024-01

**URBAN RENEWAL AGENCY OF THE CITY OF MADRAS
MRC RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF MADRAS
APPROVING CERTAIN AMENDMENTS TO THE URBAN RENEWAL AGENCY'S BYLAWS.**

WHEREAS, by and through the Madras Redevelopment Commission ("MRC"), the Urban Renewal Agency of the City of Madras ("Agency") approved a certain Third Amended and Restated Bylaws of the Urban Renewal Agency of the City of Madras dated February 8, 2022 by and through MRC's approval and adoption of MRC Resolution No. 2022-01 (the "Bylaws"); and

WHEREAS, MRC desires to adopt certain amendments to the Bylaws to, among other things, address recent changes or modifications in the manner and method in which MRC business is conducted.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF MADRAS
RESOLVES AS FOLLOWS:

1. Findings. The above-stated findings contained in this MRC Resolution No. 2024-01 (this "Resolution") are hereby adopted.

2. Amendments. The amendments identified in Exhibit A are hereby approved and adopted in all respects. The amendments identified in Exhibit A are hereby expressly made part of the Bylaws. The provisions of the Bylaws that are not amended or modified by the amendments identified in Exhibit A remain unchanged and in full force and effect.

3. Miscellaneous. For purposes of this Resolution, the singular includes the plural and the plural includes the singular; the word "or" is not exclusive and the words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. 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. This Resolution may be corrected by order of the MRC to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the MRC on March 26, 2024.

Gabriel Soliz, Chair

ATTEST:

Keli Pollock, Madras City Recorder

Exhibit A
Bylaw Amendments

1. The word “thirteen (13)” contained in the second sentence of Section 2.2.1 is replaced with the word “twelve (12).”
2. Section 2.2.2 of the Bylaws is amended and restated to read in its entirety as follows:

“Two (2) to five (5) seats will be held by members of the general public from the Madras community, which Madras community is defined as that area consisting of two miles from the Madras city limits, excluding City of Metolius. With respect to commissioners appointed from the general public, no more than two (2) commissioners may be engaged in the same type of occupation, business, trade, and/or profession.”
3. The last sentence of Section 2.3 is amended and restated to read in its entirety as follows:

“Commissioners may be re-appointed to consecutive terms.”
4. The word “or” contained in the first sentence of Section 4.3 is replaced with the word “and.”
5. The second sentence of Section 4.5 is amended and restated to read in its entirety as follows:

“All MRC commissioners present at a meeting are expected to vote on each motion except as provided otherwise under applicable law.”
6. Section 4.8 is amended and restated to read in its entirety as follows:

“[This section intentionally left blank.]”
7. The word “biennial” in Section 5.2 is replaced with the word “annual.”

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **CAPITAL EXPENDITURES FEBRUARY 2024**
Review of Capital Expenditures for February 2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

NA

OVERVIEW:

These are the Capital Expenditures for the City through the month of February 2024

STAFF ANALYSIS:

The Capital Expenditures are provided to City Council for their review.

FISCAL INFORMATION:

See Capital Expenditures

SUPPORTING DOCUMENTATION:

February 2024 Capital Expenditures

STRATEGIC GOAL:

N/A

City of Madras
Capital Project List

As of 2/29/24		FY 2023-2024				
General Fund - Police Department		Budget	Actual	Variance	% Complete	
Equipment Purchases	101-106-540-1401	\$ -	\$ 14,481	\$ (14,481)	N/A	
PD Radios	101-106-540-1402	\$ 12,737	\$ 12,737	\$ 0	100%	
PD Body Cameras	101-106-540-1403	\$ 40,000	\$ -	\$ 40,000	0%	
PD Total		\$ 52,737	\$ 27,218	\$ 25,519		
General Fund - Other		Budget	Actual	Variance	% Complete	
Homeless Shelter	101-109-540-1702	\$ 2,965,804	\$ 2,737,112	\$ 228,692	92%	
Server at City Hall	101-109-540-1705	\$ 22,068	\$ 22,068	\$ 0	100%	
General Fund - Other Total		\$ 2,987,872	\$ 2,759,180	\$ 228,692		
TOF Fund		Budget	Actual	Variance	% Complete	
J Street Bridge	204-040-540-1325	\$ 100,000	\$ 56,845	\$ 43,155	57%	
10th Street Summerplace	204-040-540-1330	\$ -	\$ 150,000	\$ (150,000)	N/A	
MTEP Culver Hwy/Hall Road/J Street	204-040-540-3003	\$ 1,250,000	\$ 1,254	\$ 1,248,746	0%	
Cedar Street Storm Improvements	204-040-540-1334	\$ -	\$ 15,730	\$ (15,730)	N/A	
Pave 10th Street - J to Buff Street	204-040-540-1331	\$ 400,000	\$ -	\$ 400,000	0%	
Cleveland, Birch & 3rd Street	204-040-540-1332	\$ 175,000	\$ -	\$ 175,000	0%	
Oak Street Improvements	204-040-540-1333	\$ 250,000	\$ -	\$ 250,000	0%	
TOF Fund Total		\$ 2,175,000	\$ 223,829	\$ 1,951,171		
Parks Fund		Budget	Actual	Variance	% Complete	
Willowbrook Park Irrigation	101-105-540-1303	\$ 10,000	\$ -	\$ 10,000	0%	
Bean Park Equipment Rehab	101-105-540-1306	\$ 65,000	\$ 67,379	\$ (2,379)	104%	
Parks Fund Total		\$ 75,000	\$ 67,379	\$ 7,621		
Golf Course Fund		Budget	Actual	Variance	% Complete	
Willowbrook Cart Path	208-208-540-1305	\$ 40,000	\$ -	\$ 40,000	0%	
Golf Course Fund Total		\$ 40,000	\$ -	\$ 40,000		
Improvement Fee Fund		Budget	Actual	Variance	% Complete	
Improvement Projects	409-409-540-2901	\$ 320,000	\$ -	\$ 320,000	0%	
Improvement Fee Fund Total		\$ 320,000	\$ -	\$ 320,000		
Water Fund		Budget	Actual	Variance	% Complete	
G Street Water Line Replacement	502-020-540-3203	\$ 42,337	\$ 42,337	\$ 0	100%	
Water Fund Total		\$ 42,337	\$ 42,337	\$ 0		
Wastewater Fund		Budget	Actual	Variance	% Complete	
Equipment Purchases	503-030-540-1401	\$ 80,000	\$ -	\$ 80,000	0%	
Sewer Improvement Econ Development	503-030-540-2814	\$ 85,000	\$ 7,873	\$ 77,127	9%	
Highway 97 Sewer Upgrade	503-030-540-2818	\$ 40,000	\$ -	\$ 40,000	0%	
Mountain View Estates	503-030-540-2819	\$ -	\$ -	\$ -	0%	
Culver Highway Sewer	503-030-540-2820	\$ 1,000,000	\$ 14,327	\$ 985,673	1%	
Odor Control	503-030-540-2821	\$ 300,000	\$ 309,241	\$ (9,241)	103%	
Demers Pumpstation Upgrade	503-030-540-2823	\$ 1,250,000	\$ 2,030	\$ 1,247,970	0%	
Sewer Effluent Irrigation Project	503-030-540-2824	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
Hall Road Sewer Extension	503-030-540-2825	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
RV Dump/Fairgrounds	503-030-540-2826	\$ 20,000	\$ 10,000	\$ 10,000	50%	
Heliclean	503-030-540-2827	\$ 100,000	\$ -	\$ 100,000	0%	
SWWTP Blowers	503-030-540-2828	\$ 200,000	\$ -	\$ 200,000	0%	
Sludge Pump #1 & #2	503-030-540-2829	\$ 90,000	\$ -	\$ 90,000	0%	
Wastewater Fund Total		\$ 5,165,000	\$ 343,471	\$ 4,821,529		
Airport Fund		Budget	Actual	Variance	% Complete	
Airport Improvements	509-090-540-1001	\$ 80,000	\$ -	\$ 80,000	0%	
Helipad	509-090-540-1009	\$ 189,000	\$ 800	\$ 188,200	0%	
Aeroair Roof Repair	509-090-540-1014	\$ 50,000	\$ 6,917	\$ 43,083	14%	
Apron and Fencing Improvements	509-090-540-1015	\$ -	\$ 80,964	\$ (80,964)	N/A	
Airport Fund Total		\$ 319,000	\$ 88,681	\$ 230,319		
Public Works - Fleet Fund		Budget	Actual	Variance	% Complete	
Equipment Purchases	803-102-540-1401	\$ 75,000	\$ 13,205	\$ 61,795	18%	
Equipment Lease	803-102-540-1404	\$ 97,000	\$ 97,553	\$ (553)	101%	
Public Works - Fleet Fund		\$ 172,000	\$ 110,758	\$ 61,242		
Grand Totals		\$ 11,348,946	\$ 3,662,853	\$ 7,686,093		

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **WITHDRAWAL OF TERRITORY FROM MADRAS CITY LIMITS.**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No action requested. A request for Council to pass an order will be considered under a separate sequential agenda item.

OVERVIEW:

The City Council approved an Urban Growth Boundary adjustment and Annexation proposal (City Files No. PA-23-1 & AX-23-2) and directed staff to prepare the necessary adopting ordinances for the Council to consider at a future meeting. This was the UGB and annexation swap associated with the Yarrow development. Staff mistakenly missed the requirements of ORS 222.460, which requires additional action of the City. The City Attorney has recommended that the City not pass the ordinances that would cause effect to the UGB adjustment and annexation of territory until the requirements of ORS 222. 460 are satisfied. At the March 26, 2024 Council meeting the Council will conduct the first of two public hearings to fulfill the requirements of the aforementioned Statute. Separately and immediately following the public hearing, the Council will consider passing an order establishing the date, time, and location of the second and final hearing date and affirming that an election shall not be held on the question of withdrawing territory from the Madras city limits.

STAFF ANALYSIS:

Table 1 below identifies the requirements of ORS 222.460 and identifies how the City is compliant with the requirements.

Table 1. Requirements of ORS 222.460.

Statute	Requirement	Compliance
ORS 222.460(2)	A withdrawal of territory from the city shall be initiated by a resolution of the legislative body of the city.	Council will consider (Order No. 2024-01) an adopting ordinance on April 23, 2024 at 5:30 PM.
ORS 222.460(3)	The resolution shall: (a) Name the city and declare that it is the intent of the legislative body of the city to change the boundaries of	Council will consider passing Order No. 2024-01 at the March 26, 2024 Council meeting. Order No. 2024-01

	<p>the city by means of a withdrawal of territory;</p> <p>(b) Describe the boundaries of the affected territory; and</p> <p>(c) Have attached a county assessor's cadastral map showing the location of the affected territory.</p>	contains the requirements of this statute.
ORS 222.460(4)	Not later than 30 days after adoption of the resolution, the legislative body of the city shall hold a public hearing at which the residents of the city may appear and be heard on the question of the withdrawal of territory. The legislative body of the city shall cause notice of the hearing to be given in the manner required under ORS 222.120 (3).	At the March 12, 2024 City Council meeting the Council passed Resolution No. 03-2024. The City Council will hold the first of two public hearings on March 26, 2024 which is consistent Statute. Additionally, the City published of the first and second public hearing date, time, and location in the Madras Pioneer newspaper on March 13, 2024 and March 20, 2024 for the first public hearing. Additionally, the City published notice in the Madras Pioneer newspaper on April 10, 2024 and April 17, 2024 for the second public hearing that will be held on April 23, 2024.
ORS 222.460(5)	After receiving testimony at the public hearing, the legislative body of the city may alter the boundaries described in the resolution to either include or exclude territory. If the legislative body of the city still favors the withdrawal of territory pursuant to the resolution, as approved or modified, it shall enter an order so declaring. The order shall set forth the boundaries of the area to be withdrawn. The order shall also fix a place, and a time not less than 20 nor more than 50 days after the date of the order, for a final hearing on the resolution. The order shall declare that if written requests for an election are not filed as provided by subsection (6) of this section, the legislative body of the city, at the time of the final hearing, will adopt a resolution or ordinance detaching the territory from the city.	The City Council will hold a public hearing and accept public testimony on the proposed withdrawal of territory. After doing so and should the Council find it appropriate, the Council will consider passing Order No. 2024-01 that establishes the date, time, location, and that an election is not needed for the proposed withdrawal of territory. Order No. 2024-01 has been available at City Hall starting on March 21, 2024. The second and final public hearing on the matter will be held on April 23, 2024. Therefore, Order No. 2024-01 will have been available for 33 days.

ORS 222.460(6)	An election shall not be held on the question of withdrawal of the affected territory from the city unless written requests for an election are filed at or before the hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number, registered in the territory proposed to be withdrawn from the city.	City staff is not proposing that an election be held on the matter of the proposed withdrawal of territory. If written testimony from 15%-100% of the City of Madras electors is filed with the City requesting an election on the matter, City staff will seek guidance on how to proceed with the proposed withdrawal of territory.
ORS 222.460(7)	At the time and place set for the final hearing upon the resolution for withdrawal, if the required number of written requests for an election on the proposed withdrawal have not been filed, the legislative body of the city shall, by resolution or ordinance, declare that the territory is detached from the city.	If at the final hearing if the required number of written requests for an election on the proposed withdrawal have not been filed, the legislative body of the city shall, by resolution or ordinance, declare that the territory is detached from the city, the City Council will consider passing an adopting ordinance causing effect to the proposed withdrawal of territory.
ORS 222.460(8)	If the required number of requests for an election are filed on or before the final hearing, the legislative body of the city shall call an election in the city upon the question of the withdrawal of the affected territory.	If the required number of requests for an election are filed on or before the final hearing, the City Council shall call an election in the city upon the question of the withdrawal of the affected territory.
ORS 222.460(9)	If an election is called and a majority of the votes cast at the election is in favor of the withdrawal of the designated area from the city, the legislative body of the city shall, by resolution or ordinance, declare that the territory is detached from the city. If the majority of the votes cast is against the withdrawal, the legislative body of the city shall enter an order declaring the results of the election and that no withdrawal shall occur.	If an election is called and a majority of the votes cast at the election is in favor of the withdrawal of the designated area from the city, the City Council shall, by resolution or ordinance, declare that the territory is detached from the city. If the majority of the votes cast are against the withdrawal, the City Council shall enter an order declaring the results of the election and that no withdrawal shall occur.
ORS 222.460(10)	The described area withdrawn shall, from the date of entry of the order, be free from assessments and taxes levied thereafter by the city. However, the withdrawn area shall remain subject to any bonded or other indebtedness existing at the time of the order. The proportionate share shall be based on the assessed valuation, according to	The territory proposed to be withdrawn from the city limits is owned by the City of Madras which is exempt from property taxes. Therefore, this requirement is satisfied by the fact that the City is exempt from property taxes.

	the assessment roll in the year of the levy, of all the property contained in the city immediately prior to the withdrawal.	
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FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See attached.

STRATEGIC GOAL:

N/A

MADRAS CITY COUNCIL ORDER NO. 2024-01

WHEREAS, pursuant to Resolution No. 03-2024 (the “Authorizing Resolution”), the City of Madras (“City”) resolved to initiate the withdrawal of approximately 42 acres of land owned by City from the city limits, which lands comprise a portion of Jefferson County Assessor’s Map and Tax Lot 1114070000100 (“Tax Lot 100”) and are further described and depicted in the attached Exhibit A and Exhibit B respectively (the “Withdrawal Territory”);

WHEREAS, withdrawal of the Withdrawal Territory would effectuate, in part, an exchange of lands from the city limits as City has also proposed, by separate action, to annex approximately 42 acres into the city limits, which annexed lands comprise a different portion of Tax Lot 100 from the Withdrawal Territory;

WHEREAS, the Authorizing Resolution set an initial public hearing on the withdrawal before the Madras City Council (“City Council”) on March 26, 2024;

WHEREAS, ORS 222.460(3) provides that if, after receiving testimony at a public hearing, the legislative body still favors the withdrawal, it shall enter an order so declaring and fix a place and time for a final hearing on the withdrawal; and

WHEREAS, after providing all required notice, and considering testimony received at the initial public hearing, the Madras City Council (“City Council”) still favors the withdrawal and desires to set a final public hearing on the withdrawal.

NOW, THEREFORE, the Madras City Council orders as follows:

1. Findings. The above-stated findings, and those contained in the Authorizing Resolution, are hereby adopted except to the extent inconsistent with this Order No. 2024-01 (this “Order”).
2. Approval of Withdrawal. City Council hereby declares that City Council still favors the withdrawal of the Withdrawal Territory.
3. Final Hearing. City Council hereby orders that a final public hearing on the withdrawal be set for 5:30 on April 23, 2024 at the City Council Chambers, 125 SW “E” Street, Madras, OR 97741.
4. Election. An election shall not be held on the question of withdrawal of the Withdrawal Territory from the city limits unless written requests for an election are filed at or before the final hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number, registered in the Withdrawal Territory. If the minimum number of written requests for an election are not filed, City Council will adopt a resolution or ordinance withdrawing the Withdrawal Territory from the city limits .
5. Severability; Effective Date. The provisions of this Order are severable. If any section, subsection, sentence, clause, and/or portion of this Order 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 Order. This Order will be in full force and effect from and after its approval and adoption.

**THE FOREGOING ORDER WAS ADOPTED BY THE MADRAS CITY COUNCIL AND SIGNED BY THE MAYOR
ON MARCH 26, 2024**

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
LEGAL DESCRIPTION OF WITHDRAWAL TERRITORY
[attached]

EXHIBIT A
DEPICTION OF WITHDRAWAL TERRITORY

[attached]

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151 F: (503) 563-6152

AKS Job #9057-04

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT A**Urban Growth Boundary and City of Madras City Limits Removal**

A portion of Parcel 2 of the Partition Plat No. 2010-09, recorded as Microfilm Number 2010-3786, Deed Records of Jefferson County, located in the Northeast One-Quarter and Southeast One-Quarter of Section 7, Township 11 South, Range 14 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, and being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Partition Plat No. 2002-12, recorded as Microfilm Number 2002-5926, Deed Records of Jefferson County; thence along the south line of said Parcel 1, South 89°07'21" East 599.97 feet to the southeast corner of said Parcel 1 and the Urban Growth Boundary (UGB) limits line and the City of Madras city limits line; thence along said UGB limits line and said city limits line on the following courses: South 47°41'24" East 1393.95 feet; thence South 08°27'59" West 346.95 feet; thence South 62°24'07" East 401.61 feet; thence South 07°20'37" West 682.98 feet; thence South 44°33'20" East 472.19 feet; thence South 41°35'10" East 651.77 feet to the southeast corner of Parcel 2 of said Partition Plat No. 2010-09; thence along the south line of said Parcel 2 and said UGB limits line and said city limits line, North 89°07'10" West 889.14 feet; thence leaving said south line along said UGB limits line and said city limits line, North 21°47'55" West 232.63 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the left (with a radial bearing of North 55°02'29" West) with a Radius of 659.00 feet, a Central Angle of 01°43'47", an Arc Length of 19.90 feet, and a Chord of North 34°05'37" East 19.89 feet; thence North 52°56'34" West 31.85 feet; thence North 21°47'55" West 47.99 feet to said UGB limits line and said city limits line; thence along said UGB limits line and said city limits line, North 41°07'25" West 509.87 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the right (with a radial bearing of North 69°51'04" East) with a Radius of 811.00 feet, a Central Angle of 03°49'28", an Arc Length of 54.13 feet, and a Chord of North 18°14'12" West 54.12 feet; thence North 33°40'53" East 306.09 feet; thence along a non-tangent curve to the right (with a radial bearing of North 84°55'23" East) with a Radius of 990.00 feet, a Central Angle of 02°11'14", an Arc Length of 37.79 feet, and a Chord of North 03°59'00" West 37.79 feet; thence along a reverse curve to the left with a Radius of 835.00 feet, a Central Angle of 37°06'32", an Arc Length of 540.81 feet, and a Chord of North 21°26'40" West 531.41 feet; thence along a reverse curve to the right with a Radius of 2600.00 feet, a Central Angle of 17°51'47", an Arc Length of 810.61 feet, and a Chord of North 31°04'02" West 807.33 feet; thence along a reverse curve to the left with a Radius of 950.00 feet, a Central Angle of 63°36'04", an Arc Length of 1054.55 feet, and a Chord of North 53°56'11" West 1001.23 feet to the west line of said Parcel 2; thence along said west line, North 00°15'35" East 164.74 feet to the Point of Beginning.

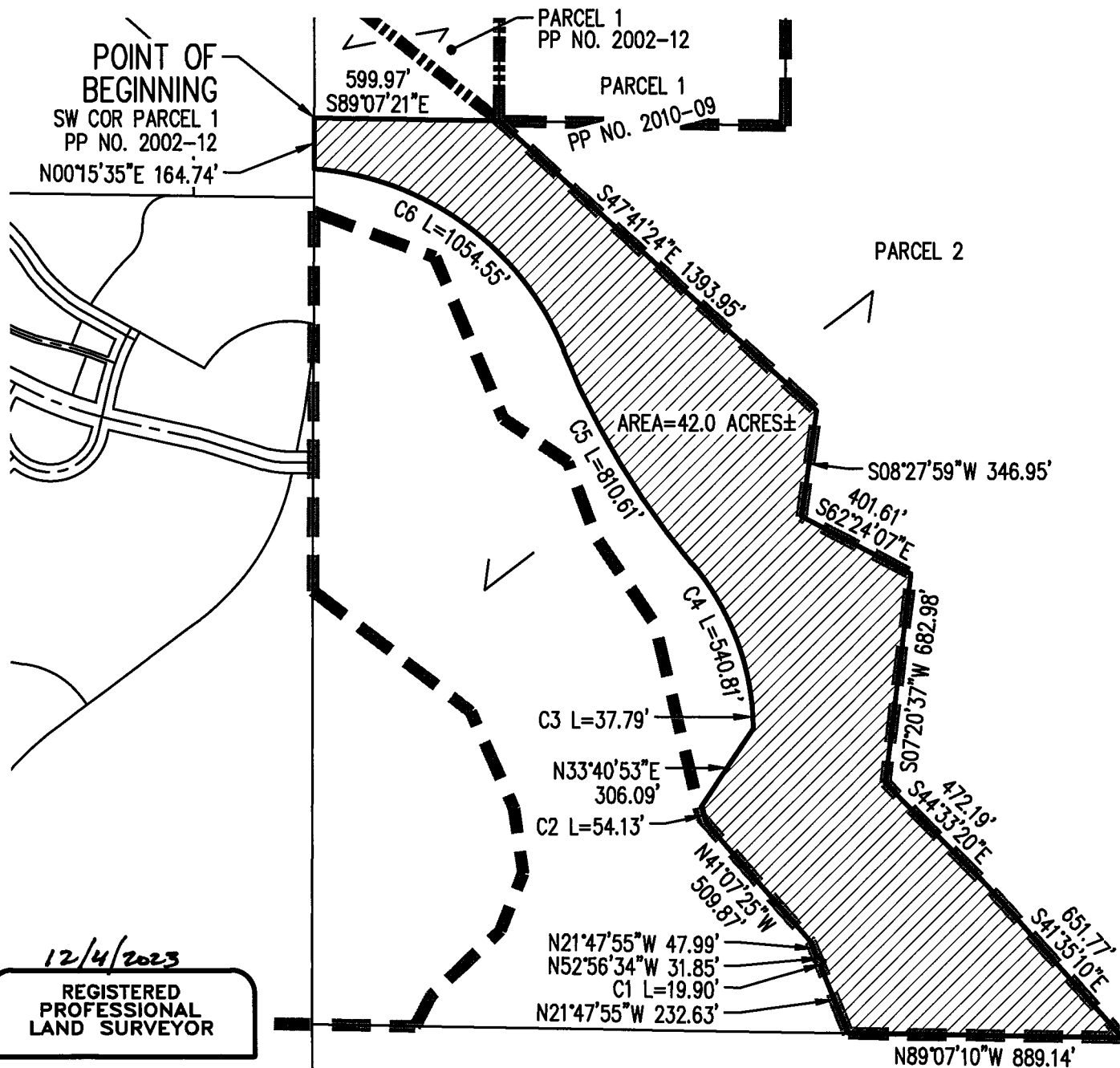
The above described tract of land contains 42.0 acres, more or less.

12/4/2023

**REGISTERED
PROFESSIONAL
LAND SURVEYOR****OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25**

EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON



12/4/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

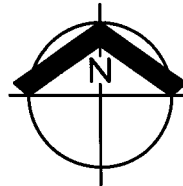
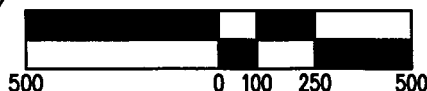
RENEWS: 6/30/25

URBAN GROWTH BOUNDARY
& MADRAS CITY LIMITS

MADRAS CITY LIMITS

SEE PAGE 2 FOR CURVE DATA

SCALE: 1"=500 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
CITY OF MADRAS CITY LIMITS
REMOVAL

TL 11140700 00100

DRWN: WCB CHKD: MSK

AKS JOB: EXHIBIT

9057-04 B

EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON

CURVE TABLE

CURVE	RADIAL BEARING	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	N55°02'29"W	659.00'	01°43'47"	19.90'	N34°05'37"E 19.89'
C2	N69°51'04"E	811.00'	03°49'28"	54.13'	N18°14'12"W 54.12'
C3	N84°55'23"E	990.00'	02°11'14"	37.79'	N03°59'00"W 37.79'
C4		835.00'	37°06'32"	540.81'	N21°26'40"W 531.41'
C5		2600.00'	17°51'47"	810.61'	N31°04'02"W 807.33'
C6		950.00'	63°36'04"	1054.55'	N53°56'11"W 1001.23'

12/4/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

RENEW: 6/30/25

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
CITY OF MADRAS CITY LIMITS
REMOVAL

TL 11140700 00100

DRWN: WCB CHKD: MSK

AKS JOB: EXHIBIT

9057-04 B

PamplinMediaGroup

-Ad Proof-

This is the proof of your ad, scheduled to run on the dates indicated below. Please proofread carefully, and if changes are needed, please contact Joey Lantz prior to deadline at or jlantz@madraspioneer.com.

<p>Date: 03/05/24 Account #: 108143 Reference #: Notice of Public Hearings Company Name: MADRAS, CITY OF Contact: Address: 125 SW E ST MADRAS Telephone: (541) 475-2344 Fax: (000) 000-0000</p>	<p>Ad ID: 319019 Start: 03/13/24 Stop: 03/20/24 Total Cost: \$198.67 Ad Size: 4.139 Column Width: 1 Column Height: 4.139 Ad Class: 1208 Phone # Email: jlantz@madraspioneer.com</p>
<p>Run Dates:</p> <p>Madras Pioneer 03/13/24 Madras Pioneer 03/20/24</p>	

NOTICE OF PUBLIC HEARINGS

DATE OF HEARING: March 26, 2024 (City Council) at 5:30 PM
The meeting will have the ability to attend via Zoom and in person.

LOCATION: Council Chambers, City Hall
125 SW "E" Street
Madras, OR, 9771

FILE: AX-23-2

APPLICANTS: City of Madras
125 SW E Street
Madras, OR, 9771

SUBJECT PROPERTIES: 11-14-7-100

ZONING: Planned Residential (R-3)

PROPOSAL: Withdrawal of approximately 40 acres +/- from the City limits as lands exchanged with the approximately 40 acres +/- annexed under Planning File No. AX 23-2.

Please contact City staff for additional details about how to participate in this meeting and public hearing. You may submit written comments prior to the public hearings at City Hall. You also may provide oral comments during the public hearings. If you have any questions, you may also call Nicholas Snead, Community Development Director at 541-475-2344. The file for these matters is available for public review at City Hall located at 125 SW "E" Street.

Publish: March 13, 20, 2024

MAP319019



**PROCLAMATION
CHILD ABUSE PREVENTION MONTH
APRIL 2024**

WHEREAS, there were over 5,062 reports of child abuse and neglect in Central Oregon last year; and

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Madras to help create healthy, safe, nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse and neglect cases stem from situations and conditions that are preventable with the support of an engaged community; and

WHEREAS, child abuse and neglect can be reduced by making sure that families have the support and access to services they need to raise their children in a healthy environment; and

WHEREAS, child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and poor academic outcomes; and

WHEREAS, effective prevention programs succeed because of partnerships among agencies, schools, faith communities, philanthropic and civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Mike Lepin, Mayor of Madras, Oregon, do hereby declare April 2024 as Child Abuse Prevention Month in Madras, Oregon and ask each resident to join me, in raising awareness and providing support to families to ensure they have what they need and deserve to raise their children in a safe and healthy environment.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder



CENTRAL OREGON
community college



Madras Campus Expansion – City of Madras Update March 2024

COCC Madras Expansion Project

- 24,000 square foot building
- 25+ Full time positions (childcare, Faculty, Lab technicians)
- Program partnership w/ The Children's Learning Center – up to 100 child care slots
- Program partnership w/ St. Charles Madras – including rural residency program
- Program partnership w/ 509J School District
- Land gifted from Bean Foundation

COCC Madras Expansion Program Details

Lower Level

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

Upper Level

- Health Careers & Science Labs

Local Degree Programs

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

Lab Science

- Chemistry
- Biology
- Micro Biology
- Anatomy/Physiology





Madras Expansion, Building 2
Aerial rendering



Lower Level Entrance



Lower Level



Lower Level



Upper Level Entrance



Health Careers



Upper Level

Project Timeline and Funding

- **Timeline:** Permits & subcontractor bidding in process
- **Funding:**
 - Estimate \$21M total project cost
 - 55-60% to goal
- **Community Open House @ Madras Campus**
 - 4/4/24 at 4:00 p.m.
 - Brief remarks at 5:00 p.m. from:
 - COCC President
 - Program partners

Celebrate

COCC's Madras Campus Expansion



GROWING TOGETHER

*Investing in careers, community and care
for Jefferson County*



CENTRAL OREGON
community college
MADRAS CAMPUS

Community Open House

Thursday, April 4, 2024, 4-5:30 p.m. | Brief remarks at 5 p.m.

COCC Madras Campus | 1170 E. Ashwood Road

Free to attend. Light refreshments provided.

♿ In advance of College events, persons needing accommodation or transportation because of a physical or mobility disability should contact Caitlyn Gardner at 541-383-7237. For accommodation because of other disability such as hearing impairment, contact Disability Services at 541-383-7583.

Thank you. Questions?



CORE³: Central Oregon Ready Responsive Resilient center

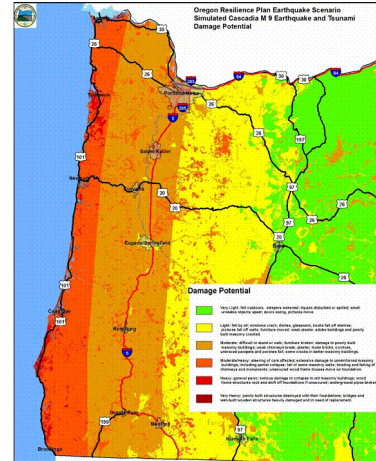
March 26, 2024

Overview for Madras City Council

The Problem



- ▶ Central Oregon, Oregon, and the Pacific Northwest are facing growing **threats from natural disasters and other shocks** that can severely impact our households, communities, and economy, including large-scale wildfire and the anticipated **Cascadia Subduction Zone event**.
- ▶ In the event of the Cascadia Subduction Zone event, Redmond and the Redmond Airport are designated as the primary ISB (Incident Support Base) for statewide rescue and recovery operations. State and Local Partners need a **nearby Emergency Coordination Center to coordinate response**.
- ▶ The Governor's Office and State agencies need a **dedicated facility to ensure continuity of state governance functions**.



The Problem

- ▶ Central OR lacks a dedicated, **multi-disciplinary & multi-agency coordination center** for regional emergency response.
- ▶ Central OR has **insufficient facilities to meet existing, mandatory training needs** of local, state, and federal public safety personnel.
 - In a rapidly growing region, the need for trained public safety and emergency services professionals is increasing.

CORE3 Overview



CORE3 is the result of an extensive process to identify shared needs and align resources to build and operate a campus of public safety and emergency services training facilities, and a dedicated emergency coordination center.

CORE3 is a rare partnership of local, state, and federal agencies working together to improve the resilience of our region and the state as a whole.

CORE3 Overview



CORE3 is envisioned as a flexible multi-use campus to house:

- ▷ A dedicated **multi-agency coordination center for emergency operations** to serve regional and statewide critical emergency coordination needs in a major event like large-scale wildfires or the Cascadia Event.
- ▷ A resilient space for **continuity of state governance functions**.
- ▷ A **public safety and emergency services training center** to meet mandatory and best-in-practice training needs of local, state, and federal public safety personnel.

PRIORITY SERVICES & FACILITIES: EOC



PRIORITY SERVICES & FACILITIES: CLEAN CLASSROOM



PRIORITY SERVICES & FACILITIES: EVOC



PRIORITY SERVICES & FACILITIES: SPECIALIZED FIRE TRAINING



CORE3 Overview: Scope

▷ Initial Priorities

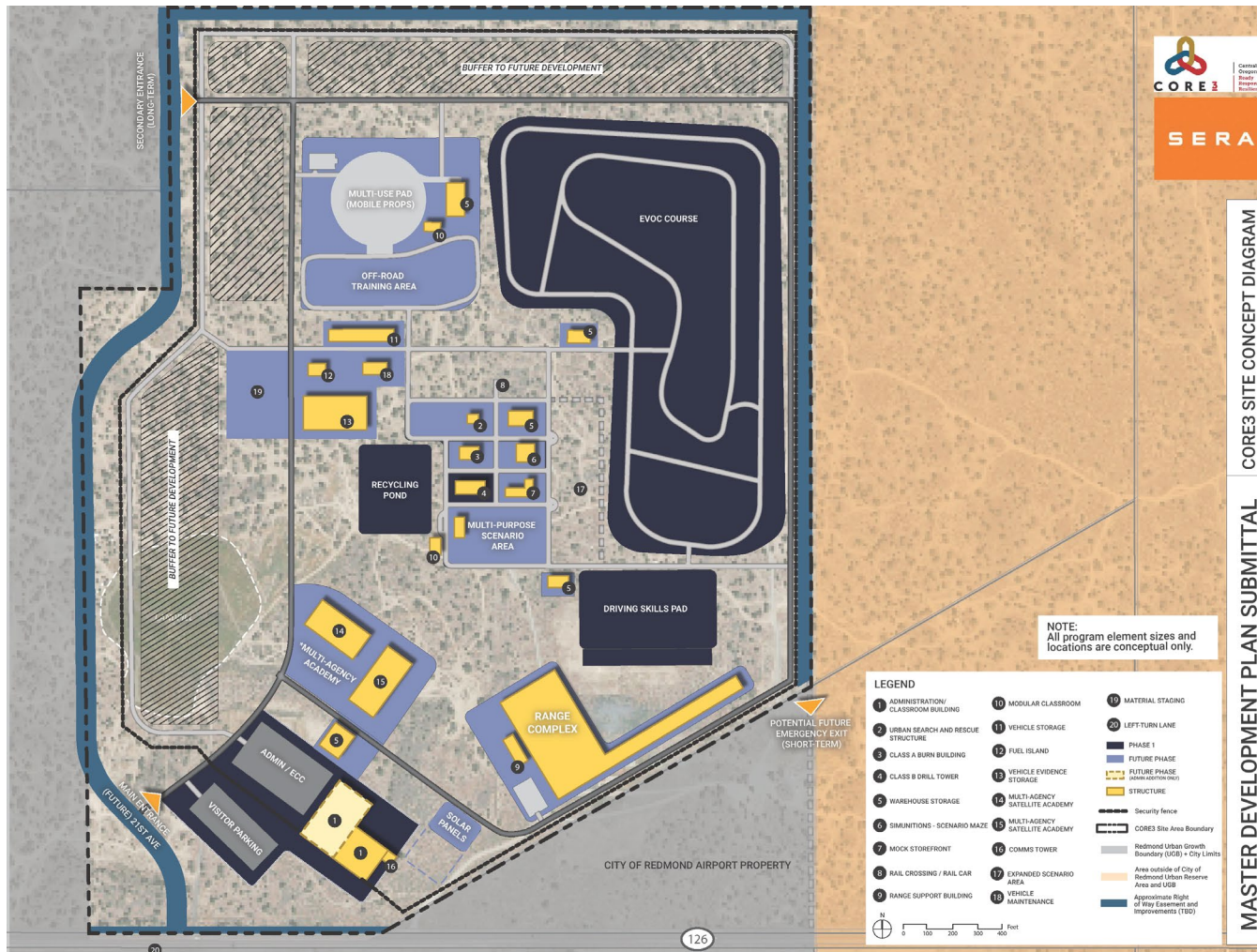
- All site prep and utilities, environmental remediation, for Phase 1
 - Emergency coordination center/admin/classroom building
 - Fire training tower and burn building
 - Emergency Vehicle Operators' Course and Driver Skills Pad
 - Multi-scenario pad (e.g ARF, etc.)
-
- **\$100+M fully-developed** concept (next 2 slides)

CORE3 Overview: Facilities



Full scope of CORE3:

- ▶ **Emergency Coordination Center/classroom facility**
- ▶ **Continuity of state governance**
- ▶ **Emergency Vehicle Operator Course (EVOC) and driver skill pad**
- ▶ **Drill tower 4 building with class B burn props**
- ▶ High bay/indoor drill and training space
- ▶ Indoor shooting range
- ▶ Urban search & rescue prop
- ▶ 2 story class A burn building
- ▶ Simulations facility
- ▶ Virtual de-escalation training
- ▶ Train car derailment and rescue prop
- ▶ Off-road driving course
- ▶ Multi-purpose scenario area
- ▶ Vehicle extrication prop
- ▶ Fire drafting pit – fire truck pump certification
- ▶ Rescue – confined space and trench prop
- ▶ Aircraft rescue and fire fighting (ARFF) prop
- ▶ EMT lab
- ▶ Roof training prop
- ▶ Diverse emergency supplies cache



CORE3 Overview: Partners

28 partner agencies are currently working together on CORE3 – local, state, and federal agencies with a fire/law enforcement/public safety/emergency management role.

CORE3 Partners



Central Oregon Community College
US Forest Service
Bureau of Land Management
Central Oregon Intergovernmental Council
City of Bend Fire & Rescue
City of Bend Police Department
City of Madras Police Department
City of Redmond
City of Redmond Airport
City of Redmond Police Dept.
Crook County
Crook County Sheriff's Office
Deschutes County
Deschutes County Sheriff's Office
Deschutes County 911 Services District

Governor Kotek's Regional Solutions
Jefferson County Sheriff's Office
Jefferson County Rural Fire Protection District
Oregon Department of Administrative Services
Oregon Department of Corrections
Oregon Department of Environmental Quality
Oregon Department of Forestry
OR Dept. of Public Safety Standards & Training
Oregon Department of Transportation
Oregon Emergency Management
Oregon Health Authority
Oregon State Police
Prineville Police Department
Redmond Fire & Rescue
Sisters – Camp Sherman Fire District

Current Focus – and forward to 2024



- ▷ Land use: achieve entitlements
- ▷ Design/Engineering (phased)
- ▷ State engagement – 2024 for 2025 session
- ▷ Federal engagement
- ▷ Partition/land transfer
- ▷ ORS 190 Development

Timeline



- ▷ **Summer 2024** - Complete land use entitlements
- ▷ **2024/25** – Build CORE3 ORS190 and operating agreements
- ▷ **2024** – Partition and transfer land
- ▷ **Winter 2024/25** - Design/Engineering for Phase 1 complete
- ▷ **Spring 2025** – Construct required transportation facilities
- ▷ **Early 2025** - Site Plan review
- ▷ **2025** – Complete Phase 1 Fundraising
- ▷ **Summer 2026** - Break ground on rest of Phase 1

Funding

Currently have \$10M raised for construction

- ▷ **State:** \$9.5M in 2022 session, \$50,000 DLCD, \$500,000 OSFM
- ▷ **Federal:** \$750k CDS with another \$1M pending for D&E

Local contributions: Dedication of land valued at \$12-14M + approximately \$700K in project development costs to date

Biggest need in 2024 is to raise more revenue: need ~\$20-30M for 1st Phase

- ▷ State agency engagement to define shared needs among the 10 involved agencies
- ▷ **Additional efforts to identify federal funding**

Funding: State Agency Interests

- ▷ DAS, OSFM, OHA – Caching space for supplies
- ▷ Governor's Office – Continuation of state government functions
- ▷ OSFM, ODOT, OSP, DOC – Training
- ▷ DPSST – Training outside of Salem, *potential* for remote police academy
- ▷ OEM – Emergency Coordination Center
- ▷ DEQ – Train derailment training

We are expecting to request additional funding in 2025 session.

Federal Funding Ideas

Compared to state and local funding, we have been relatively unsuccessful in securing federal funding.

- ▷ **Thus far we have found few existing federal funding sources that are a good fit for CORE3.**
 - FEMA Emergency Operations Center grant is capped at \$1-2M
 - Other related programs (e.g. FEMA/BRIC) are focused on increasing resilience of existing infrastructure or are specific to individual agency needs (e.g. equipment, vehicles, fire halls, etc.).

Federal Funding Ideas

Concepts:

- ▷ Help us prospect for existing funding programs that we may have missed; AND
- ▷ Consider revisions to existing federal grant programs so that CORE3 and related facilities/proposals nationwide, are eligible (e.g. BRIC);
- ▷ OR build a new grant program for these types of facilities?

With increasing threats from natural hazards, pandemics, terrorism, etc. – facilities like CORE3 are not only needed in Oregon, but nationwide.

Contacts

CORE3 Executive Council Chair:

Commissioner Tony DeBone – tony.debone@deschutes.org

Executive Council Vice-Chairs:

Bend Police Chief Mike Krantz -- mkrantz@bendoregon.gov

Jefferson County Fire and EMS Chief Jeff Blake -- jblake@jcfire-ems.org

Staff:

Scott Aycock, CED Director, COIC – scotta@coic.org

Shelby Knight, Resilience Planner – sknight@coic.org

Sommers Taylor, Program Coordinator – staylor@coic.org

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **WILLOWBROOK PARK**
Park Development Agreement

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the Willowbrook Park development agreement with Cloudcrest Homes, LLC.

OVERVIEW:

Cloudcrest Homes DBA Montevista Homes has requested the City install trees and grass at Willowbrook Park. The attached park development agreement allows Montevista Homes to install grass and trees using the \$14,000 SGS Development provided, and the City will credit Parks SDC's for the remaining amount needed to complete the project. The total project cost is \$50,666. Therefore, the total Parks SDC Credit will be \$36,666 or roughly 21 homes. There are more than 21 lots left to develop at Willowbrook.

STAFF ANALYSIS:

SGS Development submitted a land use application to develop Willowbrook Subdivision. After receiving land use approval, SGS pitched the idea that if the city would install irrigation, SGS would plant grass and trees. The City installed irrigation in FY 23 and SGS cut a check to the City for \$14,000 for the City to install trees and grass.

Montevista approached the Public Works Department several months ago asking what could be done to get the park finished. Current residents and potential home buyers have been inquiring about the status of the park and Montevista would like to have the park established now versus later when the City is able to obtain grant funding to develop it. During the meeting, the Public Works Director proposed the idea of having Montevista install the grass and trees and the City could hand over the \$14,000 received from SGS Development to put towards it. Montevista requested the City pay for all the work, so the Public Works Director offered Parks SDC credits as a way to move forward to cover the balance.

The staff feels this is a good solution to getting the park established whilst still pursuing grant opportunities to add amenities in the future such as restrooms, play structures, etc. This is a win-win for the City and the community of Willowbrook Subdivision.

FISCAL INFORMATION:

- Transfer of \$14,000 received by SGS development to Cloudcrest Homes
- Parks SDC Credits up to \$36,666

SUPPORTING DOCUMENTATION:

Willowbrook Park Development Agreement

STRATEGIC GOAL:

PARK DEVELOPMENT AGREEMENT

This Park Development Agreement (this "Agreement") is made and entered into effective on this 27 day of March, 2024 (the "Effective Date") between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741 and Cloudcrest Homes, LLC DBA Montevista Homes ("Company"), an Oregon limited liability company, whose address is 389 SW Scalehouse Ct., Suite 110 Bend OR 97702

RECITALS:

- A. SGS Development, LLC ("Developer"), an Oregon limited liability company, whose address is 62765 Powell Butte Highway, Bend, Oregon 97701, subdivided approximately 39.7083 acres in accordance with the land use approval issued under Planning File No. SP-19-3 (the "Land Use Decision") with the intent to establish 153 single-family lots. As part of the Subdivision, Developer dedicated 2.72 acres of property to the City for public park improvements commonly known as Willowbrook Park (the "Park"). Developer further contributed \$14,000.00 to the City for seeding and plantings for the Park.
- B. Company is constructing single-family dwellings on the 153 lots created by the Developer and is proposing to improve the Park including, without limitation, grading, topsoil placement, seeding, and plantings. The Park Improvements are qualified public improvements that are eligible for system development charge (SDC) credits.
- C. Subject to the terms and conditions contained in this Agreement, City will reimburse Company with the funds collected from Developer and will provide SDC credits for the Park Improvements.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and 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. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Park Improvements.

2.1 Construction. Company will procure all materials, labor, and equipment necessary to complete the Park Improvements no later than one year from the Effective Date. Company will construct the Park Improvements in accordance with (a) the approved construction plans, (b) the Public Improvement Design and Construction Standards, and (c) the Laws. Notwithstanding anything contained in this Agreement to the contrary, the Park Improvements will not be completed until inspected and accepted by City. City's acceptance of the Park Improvements will not constitute a representation or warranty that the Park Improvements were properly designed or completed or create any City liability or obligation. Company will promptly pay for all materials, labor, and equipment furnished by third parties for the Park Improvements and will otherwise keep the Park free and clear of any liens or Encumbrances. Company agrees that City may, but shall not be obligated to, pay any amounts owed to Company under this Agreement directly to Company's contractors and material suppliers.

2.2 City Ownership. City will own the Park, and all Park Improvements constructed thereon, including, without limitation, any irrigation, topsoil, seeding, plantings, signs, trees, water meters, sewer lines, and stormwater facilities.

2.3 Insurance. Company will obtain and maintain the following insurance: (a) general liability insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief and will have minimum limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; the insurance will include coverage for contractual

liability and “products-completed operations” that will apply through the Warranty Period; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Company with limits of no less than \$1,000,000.00 per occurrence, and (c) workers’ compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and its Representatives as additional insureds. Company’s insurance will be primary, and any insurance carried by City will be excess and noncontributing. Company will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Company under this Section 2.3 prior to the commencement of construction of the Park Improvements and upon City’s demand. All policies of insurance Company is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. During the term of this Agreement, each contractor of Company, and all subcontractors, will obtain and maintain insurance in form and amount sufficient to satisfy the requirements of this Agreement and applicable Oregon law. Prior to a contractor’s or subcontractor’s commencement of any work on the Park Improvements, Company will furnish City evidence satisfactory to City that the contractor has obtained the insurance coverage required under this Agreement.

2.4 Indemnification. Company releases and will defend, indemnify, and hold City and City’s Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any breach and/or inaccuracy of and/or failure to perform any Company representation, warranty, and/or covenant made in this Agreement; (b) design, construction, installation, and/or completion of the Park Improvements; (c) the acts or omissions of Company and/or Company’s Representatives which arise in any manner out of Company’s and/or Company’s Representatives’ construction of the Park Improvements; (d) damage, injury, and/or death to person or property caused directly or indirectly by Company and/or Company’s Representatives; (e) Company’s breach and/or failure to perform any Company representation, warranty, covenant, and/or obligation under this Agreement; and/or (f) all clean-up, removal, and remediation work arising out of or resulting from Company’s failure to comply with this Agreement. Company’s indemnification obligations provided in this Section 2.4 will survive the termination or expiration of this Agreement. Excepting any warranty claims under Section 5 of this Agreement, Company’s obligation to defend and indemnify City for claims, actions, proceedings, liabilities, obligations, costs, and expenses arising from the design and construction of the Park Improvements terminates upon City’s issuance of the Acceptance Notice; provided, however, Company will remain obligated to defend and indemnify City or City’s Representatives under this Section 2.4 for all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, arising from the design and construction of the Park Improvements arising on or before City’s issuance of the Acceptance Notice.

3. Reimbursement; SDC Credits.

3.1 Subject to the terms and conditions contained in this Agreement, City, upon completion of the Park Improvements, and acceptance by City, will transfer an amount up to \$14,000.00 to Company for Company’s actual costs to construct the Park Improvements, which amount was collected by City from the Developer for improvements of the Park.

3.2 Subject to the terms and conditions contained in this Agreement, for documented Park Improvement costs in excess of \$14,000.00, City will, upon completion of the Park Improvements, and acceptance by City, provide park SDC credits in the amount of the overage up to \$36,666.00 (exclusive of the initial \$14,000.00), which may be applied to the Subdivision and otherwise in accordance with City’s ordinances and policies for SDC credits. Company will be solely responsible for any Park Improvement Costs in excess of the foregoing amounts.

3.3 Prior to seeking any Reimbursement, Company will submit applications (in accordance with City’s SDC ordinances and policies in the case of SDC credits) including, without limitation, providing invoices, receipts,

lien releases, certifications, and other documentation reasonably requested by City to determine the actual costs of the Park Improvements and ensure the Park Improvements are free of Encumbrances. For the avoidance of doubt, actual costs of constructing the Park Improvements expressly excludes any profit, overhead, developer fees, or other indirect costs of Company or any subsidiary or affiliate of Company.

4. Representations; Warranties; Covenants. In addition to any other Company representations, warranties, and covenants contained in this Agreement, Company represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Company is an Oregon limited liability company duly organized and validly existing under the laws of the State of Oregon. Company has full power and authority to sign and deliver this Agreement and to perform all Company's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms. The signing and delivery of this Agreement by Company and the performance by Company of all Company's obligations under this Agreement will not (a) breach any agreement to which Company is a party, or give any person the right to accelerate any obligation of Company, (c) violate any law, judgment, and/or order to which Company is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. No action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Company. Company owns the Property in fee simple and free and clear of any Encumbrances. The Park Improvements will be free and clear of all Encumbrances upon completion. No representation or warranty made by Company in this Agreement includes any untrue statement or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

4.2 Sophistication; Investigation; Disclosure. Company has knowledge and experience in real estate development matters necessary to make Company capable of evaluating the merits and risks of this Agreement. Company has entered into this Agreement on the basis of its own examination and personal knowledge. Company has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Company has obtained all the information desired in connection with this Agreement. Company has not relied on any representations or warranties made by City other than those expressly contained in this Agreement. Company has visited, reviewed, and evaluated the site of the Park Improvements (and all surrounding areas) and is satisfied with the nature and location of the site of the Park Improvements (and all surrounding areas), the general and local conditions, including, without limitation, those bearing upon building, materials, transportation, disposal, handling, storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, and any other conditions at or on the site of the Park Improvements (and all surrounding areas), and assumes all risk thereof. Company has reviewed, investigated, researched, and confirmed the correctness and adequacy of the ground, existing facilities, and the character of equipment and facilities needed preliminary to and during Company's completion of the Park Improvements, and assumes all risk thereof.

The irrigation system was installed without the companies knowledge or involvement. The company does not warrant that the irrigation system was installed properly nor that it is operational. The City and the Company agree that any and all event relating to the irrigations system are not the obligation nor duty of the company and the City shall bear the full responsibility for those previously installed irrigations systems. The Company further asserts that it had no involvement with the Subdivision utilities and stubs to the park. The Company and City agree that the Company had not inspected these systems and the Company shall bear no responsibility for any system it did not directly install.

4.3 No Partnership. City is not, by virtue of this Agreement, a partner or joint venturer with Company and shall have no obligation with respect to Company's debts or other liabilities of each and every nature. It is agreed by and between the parties that Company is not carrying out a function on behalf of City. City do not have the right of direction or control of the manner in which Company completes performance under this Agreement nor does City have a right to exercise any control over Company's activities. Company is not an officer, employee or agent of either City as those terms are used in ORS 30.265.

5. Warranty.

5.1 Limited Warranty. Company guarantees and warrants the Park Improvements against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date of the Acceptance Notice, which shall not be unreasonably withheld. If City discovers a deficiency or defect in the Park Improvements, Company will commence repair or correction of the deficiency or defect within ten (10) business days after City's written notice. Company will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to City). If Company fails to promptly complete the warranty work, City may employ a third party to complete the warranty work. All costs and expenses incurred by City to service the warranty work will be reimbursed by Company immediately upon City's written demand. Company warrants and guarantees all repair work for one year, commencing upon completion of the warranty work. Where any Park Improvement deficiency and/or defect has been repaired or corrected in accordance with this Section 5.1, the Warranty Period for such repaired or corrected Park Improvement will be extended for an additional one year commencing on the date such repair or correction has been satisfactorily completed. Company's warranty obligations. Company's warranty provided under this Section 5.1 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement. The City and the company agree that ecological and environmental factors beyond the companies control could cause the vegetation and plantings to die. Any vegetation that dies is not covered under any warranty.

5.2 Warranty Form. Upon request of City, Company will execute and return to City a warranty form in form and substance acceptable to City and post the Bond. Company will supply City with all warranty and guarantee documents relative to equipment and materials incorporated into the Park Improvements and guaranteed by their suppliers and/or manufacturers. City's performance of its obligations under this Agreement is conditioned on Company's performance of its obligations under this Agreement, including, without limitation, assigning (or causing to be assigned) to City all manufacturer warranties for equipment and/or products incorporated into the Park Improvements.

6. Term; Termination; Remedies.

6.1 Term. 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 until expiration of the Warranty Period, unless sooner terminated as provided in this Agreement. For the avoidance of doubt, and notwithstanding anything herein to the contrary, City will not be obligated to pay any Reimbursement after termination or expiration of this Agreement. This Agreement may be extended by the parties' mutual written agreement.

6.2 Company Default. Subject to the terms and conditions contained in this Agreement, the occurrence of one or more of the following events constitutes a default by Company under this Agreement (each an "Event of Default"): (a) Company breaches and/or otherwise fails to perform any Company representation, warranty, covenant, and/or obligation contained in this Agreement; (b) any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Company, a receiver is appointed for any part of the Property, or any attachment, seizure, or levy is made on the Property; (c) any Transfer of Company's interest in and to this Agreement and/or any Reimbursement, other than a Transfer receiving City's prior written consent; (d) Company fails to complete the Park Improvements in accordance with this Agreement; and/or (e) Company gives City reasonable cause to doubt Company's ability to timely, fully, and properly complete the Park Improvements (or any other obligation hereunder). City will make the determination as to whether an Event of Default has occurred. Notwithstanding anything herein to the contrary, no Event of Default will exist unless City provides written notice to Company of an Event of Default and Company fails to cure the Event of Default within ninety (90) days after receipt of the notice except that no additional notice will be required, if Company fails to meet its obligations identified within a Correction Notice within the Correction Period.

7. Miscellaneous.

7.1 Binding Effect. Company will not assign or transfer any of Company's rights and/or obligations under this Agreement to any person. 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.

7.2 Costs; Attorney Fees. Company will bear Company's own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, all attorney fees and costs incurred in the preparation, negotiation, signing, and performance of this Agreement. If any arbitration, action, suit, and/or proceeding 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 attorney 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, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

7.3 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

7.4 Amendment; Waiver; Severability. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

7.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. 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. 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. When City is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be City's sole discretion.

7.6 Counterparts. This Agreement may be executed in one or more counterparts.

[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

COMPANY:
Cloudcrest Homes, LLC dba Montevista Homes,
an Oregon limited liability company

By: Mike Lepin
Its: Mayor

By: Luke Pickerill, Member

Appendix A
Definitions

“Acceptance Notice” means written notice from City to Company informing Company that City has accepted the completed Park Improvements subject to and in accordance with this Agreement.

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

“Bond” means warranty bond in a sum equal to not less than 10% of the total cost of the Park Improvements as determined by City in forms acceptable to City, executed by a corporate surety holding a certificate of authority to transact surety business in Oregon and otherwise acceptable to City.

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

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

“Correction Notice” means written notice identifying with reasonable particularity any Park Improvements City believes Company failed to construct in accordance with this Agreement.

“Correction Period” means the period commencing on the date of Company’s receipt of the Correction Notice and expiring ninety (90) days thereafter.

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

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

“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, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

“Event of Default” has the meaning assigned to such term in Section 6.2.

“Land Use Decision” has the meaning assigned to such term in Recital B.

“Law(s)” means all applicable federal, state, and local policies, rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and/or regulations directly or indirectly affecting the Park and/or Park Improvements, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, and City’s building and zoning codes, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Subdivision” means the 153 lot subdivision approved under the Land Use Decision.

“Park” has the meaning assigned in Recital A.

“Park Improvements” means those certain public infrastructure and/or improvements concerning or related to the Park including, without limitation, grading the site smooth, installing topsoil, planting trees, and seeding. The approved scope of services for the Park Improvements will be attached hereto as Exhibit A.

“Public Improvement Design and Construction Standards” means City’s applicable public improvement design and construction standards applicable at the time the Park Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and wastewater improvements, landscaping, and lighting.

“Public Works Department” means City’s Public Works Department.

“Reimbursement” means reimbursement for the Park Improvements as described in Section 6.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified party.

“SDCs” mean’s City system development charges then in effect.

Exhibit A
Scope of Services

[attached]

**WILLOWBROOK PARK
ESTIMATE**

DESCRIPTION OF SERVICES	
Grade work, prep and hydroseed	\$ 45,000.00
• Grade work and prep work will consist of removing weeds, gravel, rocks from lawn areas to within reasonable tolerances	
• Provide 350 cubic yards of amended compost/soil mix.	
• Grade lawn areas for Hydroseeding.	
• Provide and install fertilizer and hydroseed with Sun/shade lawn mix	
Contingency Estimated at 5%	\$ 2,250.00
Warranty Bond	\$ 658.00
General and Administrative Services	\$ 688.00
Field Supervision	\$ 1,185.00
Warranty Administration	\$ 885.00
TOTAL \$ 50,666.00	

Estimated

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **GOLF COURSE CART PATH**
K3- Construction contract

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the contract for the Golf Course Cart Path with K3 Construction in the amount of \$49,925.00 and allow the Public Works Director to execute change orders not to exceed the total project cost of \$60,000.00

OVERVIEW:

Per the Willowbrook land use decision, the developer was to contribute \$20,000 towards design and construction of a cart path from the subdivision to the clubhouse. The City was then required to construct the path within 18 months of final plat of phase 6. Phase 6 was platted in June of 2023.

STAFF ANALYSIS:

Staff solicited quotes for the cart path project and recieved the following proposals

- K3 Construction \$49,925.00
- Bloom Construction \$73,501.58
- High Desert Aggregate \$60,250.00
- Tri-County Paving no quote

K3 Construction is the low responsive bidder and Staff's recommendation is to award the project to K3. The City has completed multiple projects with K3 Construction, and they have always met deadlines, budgets, and done quality work.

FISCAL INFORMATION:

Contract amount = \$49,925.00

Project Budget = \$60,000.00

SUPPORTING DOCUMENTATION:

Bids

Contract

STRATEGIC GOAL:



THE CITY OF
MADRAS

INFORMAL QUOTES

PROJECT / EQUIPMENT: Golf Course Cart Path.

TIME	DATE	COMPANY CONTACTED ADDRESS & PHONE NUMBER	QUOTE
	2-5-24	K3 - Construction	49,925.
	2-5-24	Bloom Construction	73,501.58
	2-5-24	High Desert agg	60,250.00
	2-5-24	Tri-County Paving	NO Bid

Employee Signature: Shane Beamish.



Tim Bloom Construction, Inc
1842 SE 1st Unit D
Redmond, OR 97756
Phone 541-948-0337
www.bloomconstructioninc.com

Bid: Desert Peaks Cart Path

Bid For: City of Madras

Date: February 23, 2024

Shane Beamish

Phone: (541)-777-7431

Email: sbeamish@cityofmadras.us

GENERAL CONSTRUCTION		
1	Mobilization	
2		\$2,909.00
3	Performance & Payment Bond	
4		\$2,592.00
5	Site Works	
6	Grub pathway 15,840 sf	
7	Save 132 cy of grubbing material to place back after asphalt	
8	Prep 4" of 3/4 SS 12' wide (for paver) 1,320 lf	
9	Place 2" of AC (sub 7 Peaks)	
10		\$67,584.00
Sub Total		\$73,085.00
CAT Tax 0.0057		\$416.58
Total		\$73,501.58

Signature _____

Date of
Acceptance _____

Special Provisions to our Bid

- 1) This proposal shall be included in the subcontract if accepted
- 2) Due to volatile world resin markets, the pvc pipe prices are subject to a pipe escalation clause
- 3) Due to volatile world crude markets, the AB prices are subject to a fuel escalation clause
- 4) Traffic control and signage for Bloom Construction work only.
- 5) Sewer, Water, & Fire connections to 5' of building, all piping under the footings or inside the building by others.
- 6) Hammering based on bore logs, any rock encountered outside of geo tech parameters will be subject to additional charges
- 7) All change orders subject to O&H & CAT tax

Items not included:

Layouts, Surveys, Permits and compaction testing
Clean up of other contractors materials will be time and material
Topsoil and amendments
Rock hammering, export, & replacement unless a soils report with bore logs is provided.
Wet Weather & winter weather conditions
Underslab plumbing, electrical or MEP unless noted above
Water for dust control when Bloom Construction is not present on the job

This proposal is valid for 30 days and subject to change. If there are any questions please call Justin Bloom at (541)-848-9707 or Tim Bloom (541)-948-0337

Thank You

Tim Bloom

Tim Bloom
tim@bloomconstructioninc.com



K3 CONSTRUCTION
THE GROUNDWORK EXPERTS

Bid For: City of Madras

Shane Beamish

Project name: Desert Peaks Golf Course
Golf Cart Asphalt Path

ph: 541-777-7431

Date: 2/21/2024
Expiration 3/21/2024

Description	Quantity	Total
Mobilization		\$2,000.00
1. Remove Sod and Excavation		\$4,800.00
2. Gravel Path		\$15,050.00
3. Asphalt Path	165 TN	\$25,575.00
4. Finish Topsoil		\$2,500.00
Quoted per descriptive instructions dated 2/12/24 from Shane Beamish		
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:		\$49,925.00

HIGH DESERT AGGREGATE & PAVING, INC

ASPHALT PAVING & CONSTRUCTION PROPOSAL

CUSTOMER: CITY OF MADRAS

PHONE: 541-777-7431

FAX:

sbeamish@cityofmadras.us

PROJECT: DESERT PEAKS GOLF CART PATH

CONTACT SHANE

DATE: 22-Feb-24

QUOTE # 24-1028

BY: STEVEN BURNS

BID DATE:

We propose to furnish labor, materials and equipment to fully complete the work as specified:

[illegible]

INCLUSIONS/EXCLUSIONS/COMMENTS:

Due to volatile petroleum markets, this quote is subject to price change and the availability of materials at the time of construction.

Sub grade by others. 1.5% minimum slope required for adequate drainage.

Excluded: Raising of utilities, saw cuts, traffic control, engineering, staking.

Payment to be made as follows: 10TH OF THE MONTH

Past due accounts are subject to 1.5% per month finance charge. Quotes are valid for acceptance within 30 days.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Materials and workmanship are warranted for one year.

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

Date of Acceptance

Signature _____

CONSTRUCTION SERVICES AGREEMENT

K3 Construction – Golf Course Cart Path

Effective Date: March 26, 2024

City: City of Madras, an Oregon municipal corporation
125 SW E Street
Madras, Oregon 97741

City Representative: Jeff Hurd, Public Works Director
Phone: 541-325-0309
E-mail: jhurd@ci.madras.or.us

Contractor: K3 Construction
25 SW Elbe Drive
Madras, Oregon 97741
CCB No.: 219533

Contractor's Representative: _____
Phone: _____
E-mail: _____

Project (Title): Golf Course Cart Path

Project (Description): Install cart path from Willowbrook Subdivision to the club house

Property (Address): Desert Peaks Golf Course
565 NW Adler Street
Madras, Oregon 97741

Contract Price: \$49,250.00

Completion Date: June 30, 2024

City and Contractor agree that Contractor will complete the Project for City pursuant to the terms and conditions of this Construction Services Agreement (Short Form) (this “**Agreement**”):

1. CONSTRUCTION WORK

1.1 Description of Work. Subject to the terms and conditions of this Agreement, Contractor will perform, furnish, arrange for, and direct all labor, materials, tools, equipment, transportation, power, fuel, water, and all other services and facilities (collectively, the “**Work**”) necessary to complete construction of the Project in accordance with the following: (a) this Agreement (including any supplementary of other conditions); (b) City’s solicitation document (invitation to bid or request for proposals); (c) Contractor’s bid/proposal attached hereto as Exhibit A; (d) the plans and specifications attached hereto as Exhibit B (the “**Plans**”) (e) the Schedule (defined below), to be attached as Exhibit C; (f) the Bonds (defined below); and (g) all change orders, amendments, and addenda to this Agreement (collectively, the “**Contract Documents**”). The Contract Documents are complementary, and what is required by one will be as binding as if required by all; performance by the Contractor will be required to the extent consistent with, or reasonably inferable from the Contract Documents, and as necessary to produce the indicated results (by way of illustration, and not limitation, all doors have headers,

regardless of what may or may not be shown on the Plans or Specifications). Contractor will fully perform the Work in accordance with the Contract Documents.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work immediately upon City's delivery of written notice to Contractor (the "**Notice to Proceed**"). Contractor will prosecute completion of the Work diligently, continuously, and in accordance with the Schedule (defined below). The Work will be Substantially Completed (defined below) no later than the Completion Date. Within ten (10) days after receipt of the Notice to Proceed, Contractor will submit to City a schedule of the Work (the "**Schedule**") and will update the Schedule on a continuous basis until the Work is completed. For the purposes of this Agreement, the term "**Substantially Completed**" means that stage of the Work when City determines, in City's sole discretion, that the Work (or designated portion of the Work) is sufficiently complete in accordance with the Contract Documents so that City may use the Project for its intended purpose.

1.3 Permits; Fees; Notices. Contractor will, at Contractor's cost and expense, obtain and maintain all licenses, inspections, and permits required by any public or governmental authority for Contractor's performance of the Work. Contractor will comply with and give any notices required by any Laws (defined below). City, City Affiliate (defined below), and all governmental authorities having jurisdiction over the Property or Project will have the right to enter the Property to inspect the Work at any time.

1.4 Modification of Schedule. If Contractor is delayed at any time in the progress of the Work by: (a) changes in the Work ordered by City; (b) strikes, lockouts, fires, floods, earthquakes, acts of God, acts of war, or public enemy; (c) inability to obtain materials due to government restrictions; or (d) any cause which City determines justifies the delay, Contractor's sole remedy will be an extension of the Completion Date by Change Order (defined below). No delay will be recognized unless it increases the overall critical path duration of the Schedule in effect at the time of the delay. No Schedule extension will be granted for any delay commencing more than five (5) days before written claim for such delay is made to City. In the case of a continuing delay, only one claim is necessary.

1.5 Changes in the Work. City may, at any time after the Effective Date and without invalidating this Agreement or the Bonds, and without notice to Contractor's sureties, request any addition, reduction, or change to the Work, or any part of the Work, for any reason. Except as expressly provided otherwise, all such changes will be authorized by written change order (a "**Change Order**") issued by City and accepted by Contractor, which will describe, with reasonable particularity, the changes requested, any resulting changes to the Completion Date or the Contract Price (defined below) as a result of the Change Order. Any changes to the Contract Price or Completion Date requested by Contractor will only be made pursuant to a written Change Order issued by City, in City's sole discretion.

1.6 Concealed Conditions. If, after the Effective Date, Contractor discovers conditions affecting the Property which are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents; or (b) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist in the Project area or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, Contractor will promptly, and in no event more than 10 days after Contractor discovers such conditions, provide notice to City before such conditions are disturbed. City will promptly investigate such conditions and, if City determines that they differ materially and justify adjustment of the Contract Price or the Completion Date, City will execute a Change Order for any change in the Contract Price or Completion Date that City believes reasonably necessary due to the concealed conditions. If City determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no Change Order is justified, City will notify Contractor in writing, stating the reasons for its determination, and Contractor will proceed with the Work.

1.7 Early Occupancy. City has the right to occupy or use any Substantially Completed portion of the Work, notwithstanding the Completion Date for the Work as a whole. Partial occupancy or use of a portion of the

Work will not constitute acceptance of any Work not complying with the Contract Documents. After City has taken occupancy of a portion of the Work, Contractor will not disturb City's use and occupancy to make corrections to the occupied portion of the Work but will, at City's direction, make such corrections at Contractor's expense outside of City's normal operating hours.

2. CONTRACT PRICE

2.1. Contract Price. Subject to the terms and conditions of this Agreement, City will pay Contractor the Contract Sum, which is the total fixed price for satisfactory completion of the Work. Without limiting the foregoing, the Contract Price includes all labor, materials, equipment and other items necessary to complete the Work including, without limitation, all preconstruction services provided by Contractor. The Contract Price will be paid in accordance with this Section 2.

2.2 Schedule of Values. Before submitting the first Invoice (defined below), Contractor will deliver a schedule of values to City allocating the entire Contract Price to reasonable, identifiable, and measurable components of the Work, with such supporting data as City may require. This schedule of values, unless objected to by City, will be the basis for reviewing Invoices. If objected to by City, Contractor will revise the schedule of values and resubmit for approval by City's Public Works Director (defined below). Contractor will promptly update the schedule of values to incorporate the effect of any Change Orders or other amendments to this Agreement.

2.3 Invoices. On or before the fifth day of each month, Contractor will submit an invoice to City for Work completed during the preceding month (an "**Invoice**"). Each Invoice will contain (or be accompanied by): (a) the total percentage of completion for each portion of the Work as of the end of the period covered by the Invoice; (b) the then-current Schedule; (c) remaining bid or Change Order quantities and amounts to be billed; (d) certified payroll reports from Contractor and any subcontractors (if prevailing wage is required by the Laws); (e) lien waivers duly executed by Contractor, subcontractors, or material suppliers, conditional as to the current Invoice payment and unconditional as to any payment received pursuant to prior Invoices (or, with City's prior written approval, copies of invoices marked paid, or other satisfactory proof of payment of amounts included as part of prior Invoices); and (f) all other information reasonably requested by City. Each subsequent Invoice will include Contractor's certification that prevailing wages have been paid in accordance with ORS 279C.800 through 279C.870.

2.4 Progress Payments. Provided that Contractor timely delivers its monthly Invoice, City will pay Contractor an amount equal to that portion of the Contract Price properly allocable to each portion of the completed Work (based on the most-recent schedule of values), less retainage of five percent (5%) of the value of the Work (the "**Retainage**") and the sum of City's previous payments. The percentage of the Work completed will be determined by City and will not include any portion of the Work not accepted by City. (City will place Retainage into an interest-bearing escrow account to the extent required by ORS 279C.570(2).) City's payment will be accepted by Contractor as full compensation for all costs or expenses incurred by Contractor in completing the Work to which the Invoice relates. Within seven (7) days after receipt of each progress payment, Contractor will pay each subcontractor or material supplier the amount of such progress payment to which the subcontractor or material supplier is entitled, less only the Retainage attributable to the subcontractor's or material supplier's portion of the Work. In each of its subcontracts, Contractor will require each subcontractor to make payments to sub-subcontractors in the same manner. City reserves the right to make payments by separate check to any subcontractor or material provider.

2.5 Final Payment. Prior to submitting an Invoice for final payment, Contractor will perform its obligations under Section 3.2 and complete all other closeout procedures required under the Contract Documents. Subject to the terms and conditions of this Agreement, final payment, including Retainage, will be made 30 days after the Work is Substantially Completed; provided, however, Contractor will first provide a certified affidavit, with appropriate supporting documentation, that there are no unsatisfied liens or outstanding bills for labor or materials against the Property. Neither progress payments nor final payment will constitute an approval or acceptance of the Work by City; which will occur only when City issues an Acceptance Notice for the Work. An

“Acceptance Notice” means written notice from City to Contractor that City has accepted the completed Work subject to the terms and conditions of this Agreement. All progress payments will be subject to correction in the final payment. Acceptance of the final payment will be deemed Contractor’s waiver of all claims against City in connection with the Work, except those claims made by Contractor, in writing, prior to acceptance of final payment. Approval of an Invoice, a progress payment, release of Retainage, final payment, or partial or entire use or occupancy of the Project will not constitute City’s acceptance of any defective or nonconforming Work. The making of final payment will not constitute a waiver of any claims by City.

2.6 **Right to Withhold Payment.** Notwithstanding anything in this Agreement to the contrary, City reserves the right to withhold all or part of any payment, or may nullify all or part of any previous payment, in City’s sole discretion, to protect City from claims, damages, or losses arising out of or resulting from: (a) Contractor’s negligence or failure of Contractor to perform its obligations under this Agreement; (b) Work that is defective or not in conformance with the Contract Documents and which has not been remedied; (c) third-party claims that are filed or likely be filed; (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (e) reasonable evidence that the Work will not be completed on or before the Completion Date, and that actual or liquidated damages for the anticipated delay will exceed the unpaid balance of the Contract Price; or (f) any other reason provided under this Agreement.

3. **CONTRACTOR DUTIES; RESPONSIBILITIES; REPRESENTATIONS; WARRANTIES**

In addition to any other Contractor representation, warranty, or covenant contained in this Agreement, Contractor represents, warrants, and covenants the following:

3.1 **General Duties; Subcontractors.** Contractor will perform and complete the Work in a first-class, workmanlike manner and in strict compliance with the Contract Documents and all Laws. Contractor will be responsible to City for the acts and omissions of Contractor, any Contractor Affiliate, and any other person performing any Work with or for Contractor. Contractor will maintain proper licensure with the Oregon Construction Contractors Board. Contractor will use only licensed and bonded subcontractors familiar with the Laws and of good reputation to complete the Work. Contractor will cause each subcontract or material supplier agreement to include all terms and conditions applicable to Contractor under this Agreement. As used in this Agreement, the term **“Contractor Affiliates”** means each present and future Contractor owner, employee, representative, separate contractor, subcontractor, material supplier, or agent.

3.2 **Property Maintenance.** Contractor will clean the Project site daily and remove all refuse and waste materials from the Property. Contractor will maintain the Property at all times in a clean, safe, and orderly condition, free from accumulation of waste (including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease), garbage, and other debris caused by Contractor Affiliates or performance of the Work. Upon completion of the Work, Contractor will remove from the Property and dispose of all waste, garbage, debris, tools, equipment, surplus materials, and other items not incorporated into the Work, and will deliver the Property to City clean, safe, and orderly condition. All Contractor clean-up obligations under this Agreement are part of the Work and included in the Contract Price.

3.3 **Contractor’s Payment Obligations.** Contractor will pay when due all charges incurred by Contractor for labor and materials used in performance of the Work and will keep the Property and the Project free and clear of all liens, claims, or other encumbrances in favor of any person providing labor, materials, or equipment for the Work. Contractor will immediately remove any liens, claims, or other encumbrances which, because of any act or default by Contractor or any Contractor Affiliate, are made against City, the Property, or the Project. Provided City has fulfilled its payment obligations under the Contract Documents, Contractor will indemnify, defend, and hold harmless City and each City Representative from all losses, liabilities, damages, or expenses, including reasonable attorneys’ fees and litigation expenses, arising out of any lien or other claim for payment by any subcontractor or supplier of any tier. As used in this Agreement, the term **“City Affiliate”** means each present and future City official, officer, employee, representative, contractor, or agent.

3.4 Contractor Investigation. Prior to the Effective Date, Contractor visited, inspected, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of, and assumes all risks related to, the Property and all other conditions concerning the Property or the Work. Contractor warrants that (a) Contractor has entered into this Agreement on the basis of its own investigation, examination, and personal knowledge of the Property, and (b) the Contract Price is reasonable in light of such conditions. If the Work involves any excavation or the driving of any material or equipment into the ground, whether or not located on the Property, Contractor will determine the existence and exact location of all utility services or underground structures in advance and will pay all related costs and expenses. Contractor has reviewed and confirmed the correctness and adequacy of the Contract Documents relative to the Work and has or will ensure the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, reference lines, and the Work. If Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, Contractor will promptly report such errors, omissions, or inconsistencies to City's Representative before commencing the Work. No variations from specified lines, grades, or dimensions will be made except with the prior written consent of the City's Representative.

3.5 Independent Contractor. Contractor is an independent contractor and not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of City to specify the desired results. 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 the performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is licensed under ORS Chapter 701. In the performance of the Work, Contractor is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3).

3.6 Warranty.

3.6.1 In addition to any specific guarantees or warranties required by this Agreement, Contractor guarantees and warrants to perform the Work in a first class, workmanlike manner and further guarantees and warrants that all Work will conform to the requirements of the Contract Documents and be free from deficiencies and defects in materials, equipment, and workmanship for a period of one year, commencing from the date of the Acceptance Notice or final payment by City, whichever is later (the "Warranty Period"). Without limiting the generality of the foregoing, Contractor warrants to City that all materials and equipment furnished under this Agreement will be new and of first-class quality, unless otherwise permitted by the other Contract Documents.

3.6.2 All guarantees or warranties for equipment or materials furnished to Contractor or subcontractors by any manufacturer or supplier will be deemed to run to the benefit of City. If any manufacturer or supplier of any equipment or material furnishes a guarantee or warranty for a period in excess of the Warranty Period, the Warranty Period will be deemed to extend for a like period as to such equipment or material. Contractor will fulfill any warranties of manufacturers for material or equipment installed. Contractor will assign or cause to be assigned all warranties for equipment or products to City as a condition of final payment.

3.6.3 Contractor will commence any warranty work within forty-eight (48) hours of written notice by City, and said warranty work will be executed diligently and continuously until completion (and without additional cost to City or interruption of City's occupancy). If Contractor fails to promptly complete the warranty work, City may employ a third party to complete the warranty work. All costs and expenses incurred by City to service the warranty work will be reimbursed by Contractor immediately upon City's written demand. Where any deficiency and/or defect has been repaired or corrected in accordance with this Section 3.6, the Warranty Period for such repaired or corrected Work will be extended for an additional one year commencing on the date such repair or correction has been satisfactorily completed. Upon request of City and as a condition precedent to close out of Contractor's Work and final payment to Contractor, Contractor will execute and return to City a written warranty in form and substance acceptable to City. Contractor's warranty obligations will be considered part of its ongoing operations. Contractor's warranty obligations are not an exclusive remedy and in no way limit

Contractor's obligations under this Agreement or applicable Laws. Notwithstanding anything in this Agreement to the contrary, Contractor's guarantees and warranties will not be construed to modify or limit any rights or actions which City may have against Contractor at law or in equity.

3.7 Authority; Binding Obligation; Conflicts. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. Contractor represents and warrants that Contractor has not relied on any representations or warranties of City other than those expressly provided in 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 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 Laws, 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.

3.8 Compliance with Laws. Contractor will comply and perform the Work in accordance with all Laws. As used in this Agreement, the term "**Laws**" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, or ordinances related to or concerning Contractor, this Agreement, the Property, and/or the Work, including, without limitation: Oregon's prevailing wage rate laws, all Environmental Laws (defined below); building and safety codes and zoning ordinances; all applicable public contracting provisions set forth on the attached Exhibit D, and in ORS Chapters 279A, 279B, and 279C, and the related administrative rules; and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as are now in force or which may later be amended, modified, enacted, or promulgated. Prior to the Effective Date, Contractor has obtained all licenses, approvals, or certificates necessary or appropriate to perform the Work.

3.9 Hazardous Substances. Contractor will not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, or otherwise released in, on, under, or about the Property or any surrounding areas; provided, however, Contractor may use, store, or handle Hazardous Substances on the Property to the extent necessary and typically used in the prudent and safe performance of the Work. As used in this Agreement, the term "**Environmental Laws**" means any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment; the term "**Hazardous Substances**" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions.

4. INSURANCE; INDEMNIFICATION

4.1 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 4.1. Contractor will have workers' compensation and employers' liability 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 each City Affiliate as additional insureds, and will contain a severability of interest clause; the workers' compensation and employers' liability insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be reduced or cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary, and any insurance or self-insurance retention of the additional insureds will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (including copies of the additional insured 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.

4.2 Surety Bonds. Prior to Contractor's commencement of the Work, unless waived by City in writing, Contractor will, at Contractor's sole cost and expense, obtain, execute, and deliver to City separate performance and payment bonds each in a sum equal to the Contract Price on forms provided by City (the

"Bonds"), executed by a corporate surety holding a certificate of authority to transact surety business in Oregon and otherwise acceptable to City. In the event of any increases in the total Contract Price, Contractor will increase the Bonds to an amount equal to the increased Contract Price. Contractor will pay the costs of all Bonds. City will hold the Bonds until expiration of the Warranty Period or, if later, completion of all warranty items identified prior to expiration of the Warranty Period. Upon acceptance of any warranty items by City, Contractor may submit a written request to City for release of the Bonds.

4.3 Indemnification.

4.3.1 To the fullest extent permitted by law, Contractor will defend, indemnify and hold City and each City Affiliate harmless from and against all claims, suites, actions, liabilities, costs, damages, losses and expenses, including but not limited to reasonable attorneys' fees ("**Claims**"), whether known or unknown, arising from, related to, or caused by, directly or indirectly, the performance of the Work by Contractor or any Contractor Affiliate, breach of this Agreement, or the negligence or willful misconduct of Contractor or a Contractor Affiliate with respect to the Project. Notwithstanding the foregoing, neither Contractor nor any attorney engaged by Contractor will defend any Claim in the name of City nor purport to act as legal representative of City receiving City's written approval to act as legal counsel for City, nor will Contractor settle any Claim on behalf of City without the prior written approval of City. This obligation will survive acceptance of the Work and completion of the Contract. Contractor's indemnification obligations provided in this Section 4.3 will survive the expiration or earlier termination of this Agreement.

4.3.2 If any provision herein could be read to require a type or degree of indemnification or insurance not permitted by Oregon law, it is hereby expressly restricted only to that type or degree of indemnification or insurance which is permitted by Oregon Law. Without limitation, to the extent required under ORS 30.140, no provision of the Contract Documents will require Contractor, or its surety or insurer, to indemnify another against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or wrongful act of the indemnitee, provided this paragraph will not affect any provisions of the Contract Documents that requires Contractor or Contractor's surety or insurer to indemnify against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the indemnitor's agents, representatives, or subcontractors. In any and all Claims against City or any City Affiliate, these indemnification obligations will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for workers' compensation acts, disability acts or other employee benefit acts.

5. TERMINATION; DAMAGES

5.1 Termination without Cause. City may terminate this Agreement at any time if City determines that termination of this Agreement is in the best interests of the public, which may include, without limitation, non-availability of funding for some or all portions of the Work. City will provide Contractor ten (10) days' prior written notice of any termination City determines is in the best interests of the public. After City's delivery of a termination notice under this Section 5.1, Contractor will provide City with immediate and peaceful possession of the Property and materials located on and off the Property for which Contractor received payment(s). Upon City's termination of this Agreement pursuant to this Section 5.1, City will reimburse Contractor for any unpaid labor and materials incorporated into the Work and for Contractor's reasonable overhead and profit earned through the date of termination, subject to reasonable retainage to allow City to correct any deficiencies in Contractor's performance of the Work. Contractor will not be entitled to receive payment for lost profits for Work not performed due to termination under this Section 5.1. City will not reimburse Contractor for any continuing contractual commitments to subcontractors, materialmen, or others, or for penalties or damages for canceling such contractual commitments, and Contractor will make all subcontracts and other commitments subject to this provision.

5.2 Termination for Cause. Each of the following constitute a default by Contractor under this Agreement: (a) Contractor fails to prosecute the Work continuously with sufficient laborers, materials, or equipment to ensure its completion of the Work by the Completion Date; (b) Contractor fails to complete the Work in accordance with the Contract Documents; (c) Contractor fails to pay its obligations as and when they become due; (d) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, or obligation contained in this Agreement; or (e) Contractor gives City reasonable cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation under this Agreement). If City determines that Contractor is in default, City may terminate this Agreement after providing Contractor ten (10) days' prior written notice of default and Contractor failing to remedy such default within the aforementioned ten (10) day period.

5.3 Damages.

5.3.1 If City terminates this Agreement under Section 5.2, City may take over the prosecution of any portion of the Work and may complete it with its own forces or otherwise, or use such other measures City determines, in City's sole discretion, are necessary or appropriate to prevent delay or damage. Completion of the Work, or any portion thereof, will not constitute a forfeiture of City's right to recover damages from Contractor for Contractor's delay or failure to complete the Work, including, without limitation, City's right to liquidated damages under Section 5.3.2. City's decision to terminate this Agreement will not constitute City's sole remedy; City will have all remedies available to City under this Agreement and at law or in equity. If the cost to City of performing the balance of the Work exceeds the unpaid balance of the Contract Price, Contractor will be liable, and will immediately reimburse City upon demand, for such excess.

5.3.2 Contractor acknowledges and agrees that City will sustain damages as a result of Contractor's failure to substantially complete the Work in accordance with the Contract Documents and any mutually agreed upon extensions or modifications, including, without limitation, delays in completion, use of the Project, and costs associated with contract administration or use of temporary facilities. Contractor and City acknowledge and agree that in the event of Contractor's default under this Agreement it will be impractical and extremely difficult to determine the amount of actual damages City will sustain in the event of such delay. Contractor will pay City \$500.00 per day as liquidated damages for any such delay, not as a penalty, but as a reasonable forecast of just compensation for City's loss and expenses for each calendar day or fraction thereof, including, without limitation, during the correction of deficiencies and final clean-up, elapsing between the Completion Date and the date the Work is actually Substantially Completed by Contractor.

5.4 Remedies. Notwithstanding anything contained in this Agreement to the contrary, termination by City will not constitute a waiver of any rights, claims, or causes of action City may have against Contractor. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, 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 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. In addition to and not in lieu of any remedy available to City, if Contractor fails to prosecute the Work properly, or fails to perform any provision of the Agreement, or does (or omits) anything where safety or proper construction may be compromised or damage or injury to persons or property may result, then City, after three days' written notice to Contractor, will have the right to correct all omissions or deficiencies and may deduct the resulting costs from the Contract Price. No action taken by City hereunder will affect any other rights or remedies of City or relieve Contractor from any consequences or liabilities arising from such acts or omissions. Contractor waives all rights against City for consequential damages arising out of or relating to this Agreement.

5.5 City's Right to Perform. If Contractor fails to take prompt and adequate action to bring the Work into compliance with the Schedule, correct deficiencies in the Work, or perform any other obligation under this Agreement, City will have, in addition to any other remedy available to City, the right, but not the obligation, to perform such Work or cure any other default by Contractor as City deems necessary, in City's sole discretion, with the costs of such performance or cure to be reimbursed by Contractor immediately upon City's demand.

6. MISCELLANEOUS

6.1 Non-Discrimination. Contractor agrees that no person will, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor will comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

6.2 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

6.3 Severability; Assignment; Binding Effect; Survival. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision of this Agreement will in no way impair the enforceability of any other provision. 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. Except for payment of the Contract Price, City has no obligation to pay or perform any of Contractor's obligations under this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All Contractor representations, warranties, covenants, and obligations contained in this Agreement (including, without limitation, Contractor's indemnity obligations) will survive the termination of this Agreement.

6.4 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-laws 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.

6.5 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, 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, or rescind this Agreement.

6.6 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.

6.7 **Person; Interpretation; Execution.** As used in 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, and any variations of such pronouns, used in this Agreement 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. Titles, captions, or headings used in this Agreement are 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. Except as otherwise provided in this Agreement, when a party is exercising any consent, approval, determination, or similar discretionary action under this Agreement, the standard will be the party's commercially reasonable discretion and such discretion will not be unreasonably withheld, conditioned, or delayed.

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:
_____,
an Oregon corporation

By: Mike Lepin
Title: Mayor

By: _____
Title: _____

Schedule 4.1
Insurance Requirements

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 and/or completion of the Work (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property), which insurance will include, without limitation, perils of fire, theft, vandalism, acts of God, and malicious mischief, contractual liability coverage, and "products-completed operations" coverage. The commercial general liability insurance will be maintained for the duration of the Warranty Period and will have minimum limits of no less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate.
2. Comprehensive Automobile Insurance. 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 Work with a combined single limit of no less than \$1,000,000.00.
3. Workers' Compensation Insurance. Workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (unless Contractor is exempt under applicable law from such insurance and Contractor provides sufficient proof of exemption to City); provided, however, this insurance will have limits of no less than \$500,000.00.

Exhibit A
Contractor's Bid/Proposal

[attached]



K3 CONSTRUCTION
THE GROUNDWORK EXPERTS

Bid For: City of Madras

Shane Beamish

Project name: Desert Peaks Golf Course
Golf Cart Asphalt Path

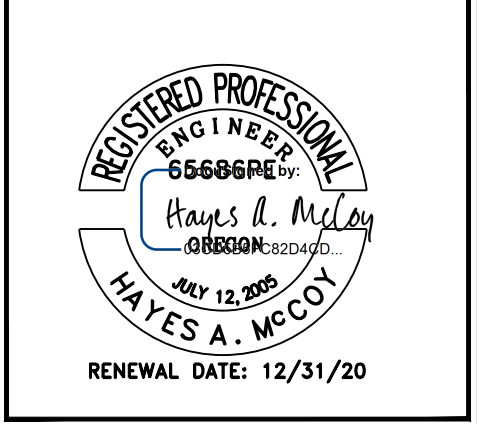
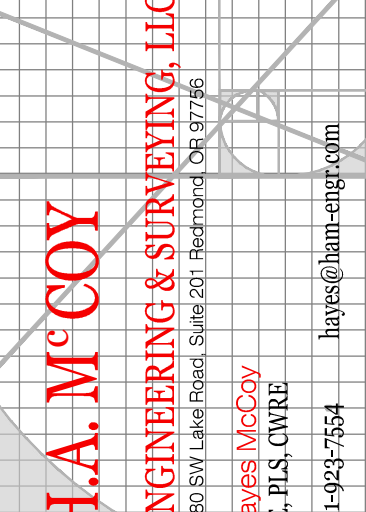
ph: 541-777-7431

Date: 2/21/2024
Expiration 3/21/2024

Description	Quantity	Total
Mobilization		\$2,000.00
1. Remove Sod and Excavation		\$4,800.00
2. Gravel Path		\$15,050.00
3. Asphalt Path	165 TN	\$25,575.00
4. Finish Topsoil		\$2,500.00
Quoted per descriptive instructions dated 2/12/24 from Shane Beamish		
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:		\$49,925.00

Exhibit B
Plans

[attached]

[illegible]

H.A. McCOY
ENGINEERING & SURVEYING, LLC
1180 SWL Lay Road, Suite 201, Richmond, Ore 97166
Haves McCoy
PR, P.E., CWRP
541-927-7554
haves@ham-eteq.com

PROJECT: **DESERT PEAKS CART PATH**

PROJECT LOCATION: **MADRAS, OR**

CLIENT: **CITY OF MADRAS**

SHEET TITLE:
CART PATH PLAN

JOB NO.	15-015
DRAWN BY:	GWM
DRAWING:	P1.1

Exhibit C
Schedule

Not available at this time

Exhibit D
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition, this Agreement will contain a condition requiring Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, Contractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor on the amount due will equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:

(a) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(b) for all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and

(c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)]

(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (2)]

(13) Contractor will give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of Work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (5)(b)]

(14) Contractor will promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

(15) Contractor and any subcontractors working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]

(16) Contractor will comply with the then-existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]

(18) Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (7) or (8).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **CITY VOUCHERS FEBRUARY 2024**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the February 2024 City vouchers as submitted.

OVERVIEW:

These are the vouchers posted for the City in the month of February 2024

STAFF ANALYSIS:

These vouchers have been reviewed and approved by Directors and Finance staff.

FISCAL INFORMATION:

See vouchers.

SUPPORTING DOCUMENTATION:

February 2024 City vouchers.

STRATEGIC GOAL:

N/A

DISBURSEMENTS LIST - February 2024
For Council Review and Approval

101	General Fund	281,708.34
204	Transportation Operations Fund	41,192.86
205	Community Clean-up Fund	7,687.97
207	Tourism/Economic Development	3,000.00
208	Desert Peaks Golf Course Fund	22,272.78
306	Debt Service Fund	0.00
502	Water Operations Fund	21,411.24
503	Wastewater Operations Fund	630,584.23
509	Airport Operations Fund	80,823.58
700	MURA-General Fund	3,813.60
703	MURA-TIF Fund	54,250.00
801	Internal Services Fund-Information Technology	19,331.30
803	Internal Services Fund-Public Works Staff	56,313.42
999	Treasurer's Cash-Customer Refunds	17.04

GRAND TOTAL **1,222,406.36**

**** Council Review and approval of payments made in the previous month****

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

Check Issue Date	Payee	Description	Check Amount
02/07/2024	ZIONS BANCORPORATION	Series 2021B Principal	450,000.00
02/07/2024	ZIONS BANCORPORATION	Series 2021B Interest	105,178.40
02/07/2024	ZIONS BANCORPORATION	Series 2021A Principal	40,000.00
02/07/2024	ZIONS BANCORPORATION	Series 2021A MRC Portion	40,000.00
02/07/2024	ZIONS BANCORPORATION	Series 2021A Principal	35,000.00
02/29/2024	Ascent Aviation Group Inc	9068g Jet A Fuel	33,706.56 M
02/07/2024	ZIONS BANCORPORATION	Series 2021A Interest	29,275.00
02/28/2024	2KG Contractors, Inc.	Homeless shelter	25,357.60
02/14/2024	CENTRAL OREGON INTERGOVERNMENT	CET Services: ODOT Pass Thru Oct - Dec 23	20,158.00
02/22/2024	PACIFIC POWER	Electric bill - January 2024	18,867.76
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	17,017.73 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	17,017.73 M
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	15,953.48
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	15,314.83 M
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	15,302.31 M
02/07/2024	ZIONS BANCORPORATION	Series 2021A Interest	14,250.00
02/07/2024	ZIONS BANCORPORATION	Series 2021A MRC Portion	14,250.00
02/07/2024	Conсор North America Inc	Task Order #9 SWWTP headworks odor control	13,031.75
02/07/2024	JEFFERSON COUNTY SHERIFF	Dispatch Fees - February 2024	12,589.50
02/07/2024	CENTURY WEST ENGINEERING CORPO	Apron/Fencing Task Order #4	11,934.38
02/07/2024	Compass Project Solutions Inc	Project Consultant - Warming Shelter	10,937.50
02/14/2024	SAJ Architecture LLC	Madras Warming Shelter	10,918.19
02/07/2024	GMP Consultants LLC	Human Resources Manager - Cindy Smith	10,773.82
02/28/2024	CENTURY WEST ENGINEERING CORPO	Apron/Fencing improvements Task Order #5	9,552.44
02/22/2024	PACIFIC POWER	Electric bill - January 2024	8,786.51
02/22/2024	4 Brothers Tree Service Inc.	PO 11632 Tree Removal with Stump Treatment	8,500.00
02/07/2024	Industrial Service Solutions LLC	PO 11631 Controller and Main Board	6,975.00
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	6,274.13 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	6,258.21 M
02/14/2024	BRENNTAG PACIFIC INC	Sodium Hypochlorite: 1418.00 Gal & Surcharge	5,732.70
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	PD temp week ended 01/09/24	5,690.60 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	PD temp week ended 01/24/24	5,649.70 M
02/06/2024	US Bank	RV-Pro Collision Repair - 14 Caprice	4,927.62 M
02/22/2024	Cascade Container LLC	Camping Regulation Enforcement Storage	4,750.00
02/14/2024	Ferraris Investigations Consulting LLC	BLJ File# 2300030-031 City of Madras	4,692.30
02/06/2024	US Bank	RV-Neogov - subscription fee Dec-23 to Dec-24	4,490.00 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	PD temp week ended 10/24/23	4,459.45 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport temp week ended 01/24/24	4,080.20 M
02/14/2024	OVERHEAD DOOR CO./ CENTRAL OR	PO# 11755 Door inspection and installation of OHD Odyssey	4,050.00
02/14/2024	Everything2go.com, LLC	PO 11760	4,005.00
02/07/2024	Olson, LLC	PO 12662 Backflow testing	3,889.00
02/06/2024	US Bank	NS-Lenovo - MRC Laptops	3,813.60 M
02/22/2024	Spectra Technology Consultants	RFP: IT Service Provider	3,750.00
02/14/2024	BERG AIR LLC	Berg Air commissions due- December 2023	3,581.66
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	3,377.84 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	3,365.32 M
02/06/2024	US Bank	CH-Wal-mart - PO#11347 furnishing for warming shelter 2 of	3,348.57 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport temp week ended 01/09/24	3,336.11 M
02/28/2024	NEIGHBOR IMPACT	CDBG Grant Svc. Homeless Service Center	3,195.00
02/14/2024	Pro West and Associates Inc	20 hour block support package 2/12/24-2/11/25	3,150.00
02/28/2024	Nicole R Green	Finance Assistant 02/03-02/24/2024	3,068.00
02/07/2024	TS&S FORD	2007 Ford F-150 4x4 repair	2,904.65

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
02/14/2024	Executive Information Services, Inc.	FY 2023-24 Annual Support Services	2,904.00
02/07/2024	Covenant Technology Solutions, Inc.	Desktop performance for nick snead	2,876.44
02/14/2024	Everything2go.com, LLC	PO 11759	2,670.00
02/14/2024	CentralSquare Technologies LLC	Contract #Q-134518 PSJ Services	2,632.50
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	2,580.00
02/22/2024	Latino Community Association	Community Grant- FY23-24	2,500.00
02/06/2024	US Bank	CH-Wal-mart - PO#11347 furnishing for warming shelter 1 of	2,476.83 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	2,467.53
02/22/2024	PACIFIC POWER	Electric bill - January 2024	2,467.52
02/14/2024	JEFFERSON COUNTY PUBLIC WORKS	January 2024 fuel usage - 656.90 g UL & 159.10 Diesel	2,388.58
02/22/2024	ADVANCED PRECAST PRODUCTS	Paving Risers and Grates	2,349.00
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	2,342.45 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	2,342.45 M
02/14/2024	CENTRAL OREGON INTERGOVERNMENT	CET Services: Local Match Oct-Dec 23	2,307.00
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	DPGC temp week ended 01/09/24	2,287.43 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	2,175.09
02/07/2024	CASELLE INC.	Code Enforcement Software	2,116.70
02/07/2024	Nicole R Green	Finance Assistant 1/12/24-02/02/24	2,100.00
02/06/2024	US Bank	SB-Wittek-Ball Washer-Driving Range	2,079.00 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	2,069.64
02/28/2024	HARPER, HOUF, PETERSON, RIGHELLIS INC	Demers Pump Station MAD-11	2,030.00
02/06/2024	US Bank	RV-iWorQ - CDD Package	2,000.00 M
02/07/2024	Dry Canyon Construction & Excavation LLC	Cedar Street storm improvements	2,000.00
02/06/2024	US Bank	KW-Norco - Welder/gas	1,967.90 M
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	1,950.07 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	1,950.07 M
02/28/2024	Covenant Technology Solutions, Inc.	Down payment - B Street IT Room	1,943.39
02/06/2024	US Bank	CH-Central Electric Co-Op - December 2023	1,937.17 M
02/06/2024	US Bank	CH-HA McCoy - Culver HWY (361) Sewer Extension -Fairgro	1,900.00 M
02/06/2024	US Bank	CH-HA McCoy - design Cedar Street Storm drain	1,730.00 M
02/06/2024	US Bank	RV-Carson - 100 g Delo 400 SDE	1,729.34 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 01/24/24	1,703.76 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	1,699.27
02/06/2024	US Bank	RV-Design Sound Northwest - Council Sound repair	1,680.00 M
02/29/2024	DLL Finance, LLC	Golf Cart Lease - February 2024	1,641.40 M
02/06/2024	US Bank	MQ-Webstaurant - kitchen supplies PO# 11349	1,596.23 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Parks temp week ended 01/09/24	1,581.20 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport temp week ended 01/30/2024	1,544.79 M
02/06/2024	US Bank	JE-Les Schwab- Tires for #154	1,542.24 M
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	1,528.89
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	1,523.23 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 02/09/2024	1,517.76 M
02/07/2024	Central Oregon Garage Door	New Sensor on hanger door	1,500.00
02/06/2024	US Bank	CH-Pratum Coop - Spray SWWTP	1,472.00 M
02/14/2024	Mazama GIS Laboratories	GIS Services - January 2024	1,440.00
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	1,435.77 M
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	1,403.07 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	1,399.40
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	1,387.78 M
02/14/2024	SealMaster Portland	asphalt and squeegee	1,383.84
02/06/2024	US Bank	RC-Verizon Wireless - January 2024	1,368.38 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	1,367.50
02/07/2024	CASELLE INC.	Code Enforcement Software	1,353.30
02/06/2024	US Bank	ZQ-Global Industrial - Commercial shelves for streets shop	1,349.89 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	1,338.14
02/06/2024	US Bank	CH-USA Bluebook-#INV00207978	1,334.29 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
02/14/2024	ECONorthwest	UGB Alternatives Analysis & Findings	1,320.00
02/14/2024	BUREAU OF LABOR & INDUSTRY	BOLI Fee: Apron reconstruction-JAL Construction	1,243.38
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 01/09/24	1,227.60 M
02/07/2024	Covenant Technology Solutions, Inc.	PD Cloud services February 2024	1,198.00
02/22/2024	APW Distributing Inc	Furnace repair 2028 NW Berg	1,194.95
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	1,176.97 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	1,157.50
02/14/2024	Sunbelt Controls, Inc.	Maintenance	1,154.66
02/14/2024	Sunbelt Controls, Inc.	Maintenance	1,154.65
02/07/2024	BMS Technologies	January 2024 billing & February 2024 Prebilling - sewer accts	1,126.67
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	1,099.53
02/14/2024	JEFFERSON COUNTY PUBLIC WORKS	January 2024 fuel usage - 376.60 g UL	1,098.30
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	1,075.00
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	1,056.54 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	1,051.40
02/14/2024	Corey and Stewart	Fitness for Duty Evaluation	1,012.50
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	ADMIN temp week ended 10/09/2023	1,002.04 M
02/07/2024	Monte Vista Homes, LLC	Landscape Refund - 467 NW Monte Vista Ave	1,000.00
02/14/2024	CENTRAL OREGON HEATING & COOLING	Service Call- Install New Blower and Capacitor	986.00
02/14/2024	Kelley Create Co	New printer at Airport	975.00
02/07/2024	ZUMAR INDUSTRIES INC	Signage	968.75
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Wincan server	957.09
02/07/2024	Covenant Technology Solutions, Inc.	PD Setup new PC	929.00
02/29/2024	CASCADE NATURAL GAS	2020 Cherry Lane - December 2023	913.27 M
02/06/2024	US Bank	JL-Consolidated Supply - backflow assembly	893.91 M
02/06/2024	US Bank	JE-Les Schwab- Corner tires for #72	882.78 M
02/29/2024	Fintech	Columbia Distributing	867.02 M
02/07/2024	MIKE'S FENCE CENTER, INC.	Auto Gate Repair: Police Department	850.00
02/29/2024	Kelley Create Co	PD Copier - January 2024	840.09 M
02/14/2024	GMP Consultants LLC	Human Resources Manager - Cindy Smith	840.00
02/06/2024	US Bank	CH-Co Energy Propane - #90769 355.5 gal Propane	838.43 M
02/07/2024	Code Publishing LLC	Annual web fees 1/1/24-1/1/25	830.00
02/06/2024	US Bank	RV-Smart Sights - 1 year subscription	800.00 M
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	800.00
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	800.00
02/06/2024	US Bank	MQ-Amazon - TV for Warming Shelter	797.99 M
02/06/2024	US Bank	CH-BendTel January 2024	762.70 M
02/06/2024	US Bank	CH-BendTel January 2024	762.70 M
02/06/2024	US Bank	TG-BMI Backflow - Tester Certification	750.00 M
02/06/2024	US Bank	CF-Home Depot - Plow for lawn tractor	750.00 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024 misc	722.00
02/07/2024	Central Farms	Fall harvest display at City Hall	720.00
02/29/2024	Fintech	Bigfoot Beverages	719.80 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	714.00
02/22/2024	APW Distributing Inc	Furnace repair 2028 NW Berg	700.00
02/28/2024	CARSON OIL COMPANY	185.10g biodiesel	696.21
02/06/2024	US Bank	CH-Cove Electric - #5189	674.69 M
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	666.35 M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	666.35 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	661.56 M
02/28/2024	Ivy Griffith	Auto Detailing	650.00
02/28/2024	OWEN EQUIPMENT	curtain set	646.58
02/06/2024	US Bank	CH-HA McCoy - Jefferson County Annexation	645.00 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Admin temp week ended 11/09/23	633.19 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	625.99
02/06/2024	US Bank	RV-Calibre Press - Event Report Writing	625.00 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	601.68 M
02/07/2024	Lindsay Land & Tree, LLC	10% cancellation fee	600.00
02/07/2024	CARSON OIL COMPANY	150.10g biodiesel	599.67
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	588.00
02/14/2024	David Fiocchi	Fiocchi Site Plan Application refund	558.00
02/06/2024	US Bank	MQ-Amazon - white boards for Warming shelter	550.99 M
02/06/2024	US Bank	CF-Pape - Grader Blades	524.99 M
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	524.60 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Parks temp week ended 01/24/24	517.00 M
02/06/2024	US Bank	JE-Freightliner -Repair ABS on # 48	512.72 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	509.09
02/07/2024	BMS Technologies	January 2024 billing & February 2024 Prebilling - water accts	500.00
02/28/2024	ELITE ELECTRIC	Repair to beacon heater on south hanger roof	500.00
02/28/2024	Veterans of Foreign Wars	Veterans fundraiser dinner	500.00
02/06/2024	US Bank	MQ-Amazon- Apple iPad Warming Shelter	499.99 M
02/06/2024	US Bank	MQ-Amazon - UPS battery back up Warming shelter	499.99 M
02/06/2024	US Bank	MQ-Amazon - Office chairs warming shelter	499.98 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024 misc	479.06
02/06/2024	US Bank	LM-Central Oregon Heating and Cooling - Heating repair	479.00 M
02/28/2024	OREGON EMBROIDERY	City of Madras shirts/ Jackets	473.00
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	462.00
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	454.93 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	453.33
02/06/2024	US Bank	CH-Ferrellgas December 2023	449.64 M
02/06/2024	US Bank	MQ-Home Depot - gas grill warming shelter	449.00 M
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	445.13
02/06/2024	US Bank	CH-Bend Tel January 2024	429.40 M
02/06/2024	US Bank	WI-Amazon - tv for large display/meetings	419.99 M
02/22/2024	PACIFIC POWER	Electric bill - January 2024	417.07
02/06/2024	US Bank	RV-Mail Copies and More - Vinyl Sign printing	412.50 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	401.99 M
02/06/2024	US Bank	SB-Mail Copies and More-Tee Sheets	401.76 M
02/07/2024	Dustin Cowles	Clean-up and Cart Returns	401.45
02/06/2024	US Bank	CH-Cove Electric - #5190	400.00 M
02/06/2024	US Bank	SB-Amazon-Emergency Jump Kits	399.90 M
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	396.00
02/06/2024	US Bank	RV-Carson - 100 g biodiesel	381.00 M
02/29/2024	CASCADE NATURAL GAS	216 NW B Street - December 2023	379.67 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	375.00
02/14/2024	JEFFERSON COUNTY FINANCE DEPT	EDCO Annual luncheon table	373.95
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	373.33
02/06/2024	US Bank	JH-Jefferson County Community Dev - Temp C of O permit to	373.00 M
02/29/2024	CASCADE NATURAL GAS	226 NW B Street - December 2023	370.82 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	370.63 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	370.63 M
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	366.58
02/06/2024	US Bank	RB-Treasure Valley Coffee - Coffee Supplies	364.25 M
02/06/2024	US Bank	KW-Baxter Auto Parts - Oil	352.61 M
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	350.00
02/07/2024	ZUMAR INDUSTRIES INC	Street signs	335.42
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	328.88 M
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	323.77 M
02/06/2024	US Bank	SB-Witteck-Repair and Maintenance	322.34 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	310.86 M
02/29/2024	Kelley Create Co	PD Copier - February 2024	310.70 M
02/06/2024	US Bank	GR-Madras Marine, Inc. - Adjustable Trim Hedge	307.86 M

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Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	SB-Oregon Embroidery-Uniforms	306.75 M
02/06/2024	US Bank	CH-Cove Electric - #5191	300.00 M
02/06/2024	US Bank	CH-HA McCoy - Helibase Construction Staking	300.00 M
02/14/2024	JEFFERSON COUNTY FIRE DISTRICT	Confined Space Resuce Training	300.00
02/06/2024	US Bank	JE-Bi Mart- Space heaters for PD	299.95 M
02/06/2024	US Bank	JL-Phil's Ace Hardware - heater, extension cord, ice grips for	299.94 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	299.87
02/06/2024	US Bank	FT-Planetizen/AICP Exam Preparation Class	299.00 M
02/06/2024	US Bank	JE-Madras Marine- battery Chain saw for parks	298.84 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	293.33
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	288.02
02/22/2024	PACIFIC POWER	Electric bill - January 2024	284.36
02/06/2024	US Bank	JE-Coastal- Boots and coveralls	277.27 M
02/07/2024	CARSON OIL COMPANY	46.20g diesel 22.40 Biodiesel	276.82
02/06/2024	US Bank	TP-Detail Plus - Pierce vehicle #1702	275.00 M
02/07/2024	Minutes Solutions Inc.	Commission minutes recording 01.03.24	270.00
02/22/2024	Minutes Solutions Inc.	Commission minutes recording 02.07.24	270.00
02/06/2024	US Bank	JE-Les Schwab- Chains for #35	269.08 M
02/14/2024	ZUMAR INDUSTRIES INC	Steel drive rivet	264.89
02/29/2024	Kelley Create Co	CH Copier - January 2024	259.89 M
02/29/2024	Kelley Create Co	CH Copier - January 2024	259.89 M
02/06/2024	US Bank	CH-Central Electric Co-Op - December 2023	259.59 M
02/07/2024	CARSON OIL COMPANY	60.10g regular	256.50
02/06/2024	US Bank	CH-Amazon-copier paper	252.00 M
02/06/2024	US Bank	CH-Bend Tel January 2024	251.26 M
02/07/2024	Oregon ACWA	2024 membership dues	250.00
02/22/2024	BUREAU OF LABOR & INDUSTRY	Helibase Access Road	250.00
02/06/2024	US Bank	KW-Massdepot.com - Tires	249.99 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	249.89
02/28/2024	Martinelli, Lorraine	Mileage reimbursement	246.70
02/06/2024	US Bank	KW-Baxter Auto Parts - Filters	245.57 M
02/06/2024	US Bank	ZQ-Home Depot - Material and tools for streets repair	244.10 M
02/06/2024	US Bank	CH-HA McCoy - General Surveying	241.00 M
02/06/2024	US Bank	KW-Baxter Auto Parts - Battery charger	239.78 M
02/06/2024	US Bank	KW-Interstate Battery - Battery	232.90 M
02/07/2024	Edge Analytical, Inc.	testing @ WW	232.00
02/29/2024	CASCADE NATURAL GAS	2028 Berg Way - December 2023	230.54 M
02/06/2024	US Bank	CF-Ranch - outhouse service	230.00 M
02/06/2024	US Bank	MQ-Home Depot - Countertop Microwave Warming Shelter	229.00 M
02/06/2024	US Bank	JE-Baxter's- Alternator and belt for #108	228.72 M
02/06/2024	US Bank	SB-Madras Paint and Glass-Repair driver's side window vehic	227.00 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	220.25 M
02/06/2024	US Bank	SW-Speakwrite - Major Case Transcription	218.28 M
02/22/2024	Edge Analytical, Inc.	Drinking water lab chem testing	216.00
02/07/2024	Elite Security and Fire Alarm, LLC	Q1 2024 Fire Alarm Monitoring - Warming Shelter	210.00
02/28/2024	SNEAD, NICK	mileage reimbursement	207.70
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	202.99 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	202.99 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	202.99 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	200.00
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	199.91
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	199.91
02/06/2024	US Bank	MQ-Amazon - mattress for warming shelter	199.00 M
02/06/2024	US Bank	CH-TDS Broadband, LLC - January 2024	198.00 M
02/06/2024	US Bank	CH-TDS Broadband, LLC - February 2024	198.00 M
02/29/2024	CENTURYLINK	DPGC - internet/phones - January 2024	197.35 M

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Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	197.12 M
02/06/2024	US Bank	PH-Phil's Ace Hardware - Snow Shovels for trucks and plant	195.93 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	191.16
02/29/2024	Kelley Create Co	CH Copier - January 2024	188.44 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	176.50 M
02/06/2024	US Bank	CH-Amazon-copier paper	176.40 M
02/06/2024	US Bank	RV-ADT Security - alarm service at PW Bldg A - Jan - Mar 20	170.07 M
02/07/2024	Net Assets Corp.	11 Lien Searches - January 2024	170.00
02/06/2024	US Bank	CH-BendTel January 2024	167.43 M
02/06/2024	US Bank	CH-BendTel January 2024	167.42 M
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	166.87
02/06/2024	US Bank	RC-Storage2U - Monthly Rent	165.00 M
02/28/2024	OREGON EMBROIDERY	City of Madras Beanies	165.00
02/22/2024	APW Distributing Inc	Furnace repair 2028 NW Berg	164.00
02/06/2024	US Bank	JL-Amazon - battery backup	163.84 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	SWWTP temp week ended 11/24/23	161.75 M
02/06/2024	US Bank	CH-Bend Tel January 2024	161.30 M
02/06/2024	US Bank	BG-Amazon - Safety hard hat	159.74 M
02/06/2024	US Bank	CH-Treasure Valley Coffee - Coffee supplies	158.00 M
02/06/2024	US Bank	CH-Treasure Valley Coffee - Coffee supplies	155.55 M
02/06/2024	US Bank	CF-Ranch - outhouse service	155.00 M
02/06/2024	US Bank	JL-Amazon - hard hat	154.50 M
02/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	152.39 M
02/06/2024	US Bank	CF-Abby's - Snow event meal	149.20 M
02/06/2024	US Bank	KW-Napa - Battery	147.99 M
02/06/2024	US Bank	LM-Amazon - Computer chair/office supplies	147.09 M
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	SWWTP temp week ended 01/24/24	145.58 M
02/06/2024	US Bank	CH-Gills PointS - flat repair	142.00 M
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	138.06 M
02/06/2024	US Bank	MQ-Amazon - bar stools for Warming Shelter	137.85 M
02/06/2024	US Bank	CH-Safeway - Food For City Council Meeting	133.94 M
02/06/2024	US Bank	CH-Treasure Valley Coffee - Coffee supplies	132.70 M
02/06/2024	US Bank	CF-Amazon - Snow plow springs	131.99 M
02/06/2024	US Bank	CH-Treasure Valley Coffee - Coffee supplies	131.35 M
02/06/2024	US Bank	KW-Baxter Auto Parts - Filters	130.93 M
02/06/2024	US Bank	RV-E-File Magic - Tax Document Filing Service - 2023 1099's	129.00 M
02/06/2024	US Bank	CH-LS Networks January 2024	128.46 M
02/06/2024	US Bank	CF-Amazon - snowplow skids	127.28 M
02/06/2024	US Bank	CH-Amazon-copier paper	126.00 M
02/06/2024	US Bank	CH-Department of Motor Vehicles - registration and title for ch	126.00 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	126.00
02/06/2024	US Bank	RV-Mail Copies and More - Sign laminating	125.58 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	125.00
02/14/2024	JEFFERSON COUNTY FINANCE DEPT	EDCO Annual luncheon table	124.65
02/14/2024	JEFFERSON COUNTY FINANCE DEPT	EDCO Annual luncheon table	124.65
02/14/2024	JEFFERSON COUNTY FINANCE DEPT	EDCO Annual luncheon table	124.65
02/06/2024	US Bank	RV-Mission Linen -mat service @ DPGC	123.66 M
02/06/2024	US Bank	CH-Opal Spring Water -8 cases and 2 jugs and dispenser rent	122.20 M
02/06/2024	US Bank	KP-AMAZON - Office Supplies	120.99 M
02/06/2024	US Bank	NV-Zoom Monthly Subscription	120.00 M
02/22/2024	Edge Analytical, Inc.	Wastewater lab chem testing	116.00
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	113.95
02/29/2024	Kelley Create Co	CH Copier - February 2024	112.50 M
02/29/2024	Kelley Create Co	CH Copier - February 2024	112.50 M
02/14/2024	ZUMAR INDUSTRIES INC	handle for paddle	112.15
02/07/2024	DEPARTMENT OF CONSUMER & BUSIN	PERMIT 05/01/24-04/30/29	112.00

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Check Issue Date	Payee	Description	Check Amount
02/29/2024	Kelley Create Co	PW Copier - February 2024	111.23 M
02/29/2024	Kelley Create Co	PW Copier - February 2024	111.23 M
02/06/2024	US Bank	CH-Treasure Valley Coffee - Coffee supplies	110.85 M
02/06/2024	US Bank	WI-EDCO - luncheon registration	110.40 M
02/07/2024	BIO-MED TESTING SERVICE INC.	DOT drug testing	110.00
02/29/2024	Kelley Create Co	SWWTP Copier Lease February 2024	108.26 M
02/06/2024	US Bank	CH-Abby's Legendary Pizza- Food for Council Meeting	107.90 M
02/06/2024	US Bank	CH-LS Networks January 2024	105.79 M
02/06/2024	US Bank	TP-Mountain View RV - Jan. 24 rent	105.00 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	105.00
02/28/2024	Emily Gorve	Sewer Deposit - E. Gorve	102.99
02/07/2024	THE WALLACE GROUP, INC.	Homeless shelter - geotechnical services	102.75
02/06/2024	US Bank	CH-TDS Broadband - January 2024	101.50 M
02/29/2024	CASCADE NATURAL GAS	125 SW E Street - CH 50% - December 2023	100.91 M
02/29/2024	CASCADE NATURAL GAS	125 SW E Street - PD 50% - December 2023	100.90 M
02/06/2024	US Bank	RV-Oregon Beef Company- employee safety incentive	100.00 M
02/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
02/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
02/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
02/06/2024	US Bank	SW-TLO Transunion - subscription fee Dec-23	100.00 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Contract	99.96
02/06/2024	US Bank	TG-Phil's Ace Hardware - Frost pillows for meters	97.86 M
02/06/2024	US Bank	JE-Amazon- Car battery tester	96.99 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	95.58
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	95.00
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	94.96
02/06/2024	US Bank	WI-Amazon - misc office supplies for CA office setup	94.90 M
02/29/2024	Kelley Create Co	Plotter Lease - December 2023	92.50 M
02/29/2024	Kelley Create Co	Plotter Lease - December 2023	92.50 M
02/29/2024	Kelley Create Co	Plotter Lease - January 2024	92.50 M
02/29/2024	Kelley Create Co	Plotter Lease - January 2024	92.50 M
02/06/2024	US Bank	PH-Phil's Ace Hardware - Controller heater for pistagrit	91.97 M
02/28/2024	Soliz, Gabriel	COIC and EDCO luncheon	91.66
02/06/2024	US Bank	KW-Baxter Auto Parts - Oil/filters	91.35 M
02/06/2024	US Bank	MQ-Jefferson County permits - electrical permit Warming shel	90.00 M
02/06/2024	US Bank	RV-Terminix - Jan-24 service @ Pro Shop	89.00 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	88.83 M
02/06/2024	US Bank	CH-Madras Sanitary Service - December 2023	88.82 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	88.25 M
02/06/2024	US Bank	RV-Blue Mountain Networks - January 2024	88.24 M
02/06/2024	US Bank	MU-Mi Casa LLC - Lunch	88.00 M
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	88.00
02/06/2024	US Bank	TP-Amazon - Office Supplies	87.99 M
02/29/2024	Kelley Create Co	PW Copier - February 2024	85.45 M
02/29/2024	CENTURYLINK	Self Service Air - January 2024	84.75 M
02/06/2024	US Bank	KW-Baxter Auto Parts - wiper	84.68 M
02/07/2024	Kelley Create Co	Staples for Toshiba copiers	84.40
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	84.00
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	84.00
02/06/2024	US Bank	CH-LS Networks January 2024	83.13 M
02/06/2024	US Bank	SB-Mid City Pump-Fuel	82.93 M
02/29/2024	Kelley Create Co	CH Copier - February 2024	81.57 M
02/06/2024	US Bank	LM-Plateau Travel Plaza - Airport Truck (154) Fuel	81.45 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	80.00
02/28/2024	BADGER METER INC	Orion cellular lte serv unit	79.98
02/06/2024	US Bank	JE-Baxter's - Case of starting fluid	78.72 M

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Check Issue Date	Payee	Description	Check Amount
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	78.55
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 - Non-PD Hosting	75.97
02/06/2024	US Bank	CH-Amazon-copier paper	75.60 M
02/07/2024	PENHOLLOW TERRY	Gauge calibration	75.00
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024	75.00
02/07/2024	Brianna Smith	Sewer Deposit - B. Smith	72.85
02/14/2024	Jan Burch	Sewer Deposit - J. Burch	68.55
02/06/2024	US Bank	CH-Central Electric Co-Op - December 2023	68.54 M
02/29/2024	CENTURYLINK	SWWTP - January 2024	67.33 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	66.67
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	65.46
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	65.00
02/06/2024	US Bank	TG-Amazon - Coffee for the office	63.94 M
02/06/2024	US Bank	ZQ-Amazon - Battery for streets tool	62.99 M
02/06/2024	US Bank	LM-Snow shovels and ice scrapers	62.94 M
02/06/2024	US Bank	JE-Pape- Plow bolts for #103 loader	62.73 M
02/06/2024	US Bank	CF-Simplisafe-Alarm monitoring	59.98 M
02/06/2024	US Bank	JE-FredMeyer- Work pants	59.95 M
02/06/2024	US Bank	JE-Baxter's- Engine degreaser	59.88 M
02/07/2024	Kelley Create Co	Staples for Toshiba Copiers	59.08
02/06/2024	US Bank	ZQ-Phil's Ace Hardware - Parts for oil heater in PW shop	58.96 M
02/06/2024	US Bank	JE-Horizon- Plow indicators	58.56 M
02/06/2024	US Bank	RV-Mission Linen -mat service @ DPGC	57.03 M
02/06/2024	US Bank	CH-Pamplin Media - Business cards-Maria Enriguez	55.63 M
02/06/2024	US Bank	CH-Safeway - Food For City Council Meeting	55.55 M
02/06/2024	US Bank	KW-Baxter Auto Parts - Filters	55.30 M
02/06/2024	US Bank	ZQ-Amazon - Battery charger for streets tool	54.99 M
02/14/2024	Ibershof, William	Mileage reimbursement - to EDCO	54.94
02/06/2024	US Bank	TP-Phil's Ace Hardware - ice melt	53.98 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	53.33
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	53.33
02/06/2024	US Bank	JH-Black Bear Diner Madras, LLC - Lunch for Michele to cele	53.16 M
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	52.37
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	52.37
02/06/2024	US Bank	CF-Home Depot - Chains for Lawn tractor	52.25 M
02/06/2024	US Bank	CH-Pamplin Media - newspaper subscription	52.00 M
02/29/2024	Fintech	Monthly service fee - January 2024	51.20 M
02/06/2024	US Bank	ZQ-Phil's Ace Hardware - Snow Shovels and Bucket for warm	50.96 M
02/06/2024	US Bank	PH-Phil's Ace Hardware - Bioxide repair	50.96 M
02/06/2024	US Bank	SW-Inn at Cross Keys - lodging - major investigation	50.00 M
02/06/2024	US Bank	SW-Inn at Cross Keys - lodging - major investigation	50.00 M
02/06/2024	US Bank	SW-Inn at Cross Keys - lodging - major investigation	50.00 M
02/06/2024	US Bank	ZQ-Oregon Department of Ag. - Pesticide license renewal	50.00 M
02/06/2024	US Bank	LM-OR Dept of Aviation - Annual Dues and Licenses	50.00 M
02/14/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - January 2024 misc	50.00
02/06/2024	US Bank	KP-DOMINOS - Leader luncheon	49.96 M
02/06/2024	US Bank	KW-Baxters Auto Parts - Brake clean	49.00 M
02/06/2024	US Bank	BG-Phil's Ace Hardware - FROST PILLOWS	48.93 M
02/14/2024	911 SUPPLY	Equipment	48.27
02/06/2024	US Bank	CF-Verizon - Fleet monitoring	47.85 M
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	47.72 M
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	47.72 M
02/06/2024	US Bank	RV-Verizon - cell phones Dec 2023	47.72 M
02/06/2024	US Bank	RV-Mission Linen -mat service @ SWWTP	47.40 M
02/06/2024	US Bank	LM-Amazon - Computer supplies	46.99 M
02/06/2024	US Bank	TP-Towne Pump - fuel	46.22 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	MU-The Human Bean - coffee for staff	45.50 M
02/14/2024	DEPARTMENT OF CONSUMER & BUSIN	Air tank permit	44.80
02/14/2024	DESCHUTES VALLEY WATER DISTRICT	January 2024 Water Bill	44.00
02/07/2024	DATA DELETE OF OREGON	records destruction - PD	43.00
02/29/2024	MID OREGON PERSONNEL SERVICES, INC.	Airport Pre-Employment Background check	42.85 M
02/06/2024	US Bank	LM-Plateau Travel Plaza - Airport Truck (154) Fuel	42.68 M
02/07/2024	Kelley Create Co	Staples for Toshiba Copiers	42.20
02/06/2024	US Bank	MQ-D's Lock and Keys - Additional keys for Warming Shelter	42.00 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Security	42.00
02/06/2024	US Bank	KW-Napa - belt	41.87 M
02/06/2024	US Bank	JH-Black Bear Diner of Madras, LLC - Lunch for Michele, Cin	41.36 M
02/06/2024	US Bank	RV-Guardian Alliance - Social Media Screening Reports	40.00 M
02/06/2024	US Bank	PH-Bi Mart Corporation - Boggs for the snow and ice	39.99 M
02/06/2024	US Bank	PH-Phil's Ace Hardware - Shoe traction devices	39.99 M
02/06/2024	US Bank	TP-Safeway - food for staff meeting	39.98 M
02/06/2024	US Bank	CF-Amazon - Waste oil coupler	39.00 M
02/06/2024	US Bank	BG-Amazon - Bleed control spray, Asprin, Ibuprophen, Eye wa	38.62 M
02/06/2024	US Bank	LM-Amazon - FAA Regulations Resource	38.00 M
02/06/2024	US Bank	SW-Pizza Hut - meal during homicide investigation	37.98 M
02/06/2024	US Bank	NV-Amazon- Replacement Filters for Air Purifier	37.77 M
02/06/2024	US Bank	ZQ-Amazon - Concrete grinding disk for streets repairs	36.95 M
02/06/2024	US Bank	NV-Amazon- Post it tabs & air purifier filters	36.70 M
02/14/2024	Doranelly Mojica	Sewer Deposit - D. Mojica	35.89
02/06/2024	US Bank	SB-Interstate Battery-Parts and Maintenance	35.88 M
02/06/2024	US Bank	DH-Amazon-coffee for SWWTP	34.99 M
02/06/2024	US Bank	TP-Amazon - Office Supplies	34.89 M
02/06/2024	US Bank	CH-Central Electric Co-Op - December 2023	34.27 M
02/06/2024	US Bank	SB-Amazon-snacks	33.98 M
02/06/2024	US Bank	TP-Amazon - Office Supplies	33.87 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ PW	33.66 M
02/06/2024	US Bank	GR-Phil's Ace Hardware - Lined gloves	32.97 M
02/06/2024	US Bank	TP-Amazon - Office Supplies	32.90 M
02/06/2024	US Bank	KW-N&S tractor - Grinding wheels	32.32 M
02/06/2024	US Bank	WI-Mazatlan Mexican Restaurant- meeting with Safeway CO	32.20 M
02/06/2024	US Bank	ZQ-Phil's Ace Hardware - Concrete filler for shop floor	31.98 M
02/06/2024	US Bank	LM-Amazon - Voice recorder for meetings	31.80 M
02/06/2024	US Bank	GR-Madras Towne Pump- Non Ethanol fuel	31.79 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ City Hall	30.65 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ PD	30.65 M
02/06/2024	US Bank	MQ-Amazon - Toddler booster seat warming shelter	29.99 M
02/06/2024	US Bank	SW-Apple - icloud storage	29.99 M
02/06/2024	US Bank	SB-Baxter Auto-Repair and Maintenance	29.99 M
02/06/2024	US Bank	SB-Shell Gas Station-Fuel	29.08 M
02/06/2024	US Bank	TG-Phil's Ace Hardware - gloves	28.98 M
02/06/2024	US Bank	CH-Amazon-copier paper	28.60 M
02/06/2024	US Bank	SB-Amazon-Deli	28.06 M
02/06/2024	US Bank	ZQ-Phil's Ace Hardware - Oil and funnel for snow plow	27.48 M
02/06/2024	US Bank	MU-Amazon - Office Supplies	27.28 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ City Hall	26.81 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ PD	26.81 M
02/07/2024	Covenant Technology Solutions, Inc.	February 2024 Sentinel	26.68
02/07/2024	Covenant Technology Solutions, Inc.	January 2024 Hosting	26.18
02/06/2024	US Bank	KP-AMAZON - Office Supplies	25.99 M
02/06/2024	US Bank	KP-AMAZON - Office Supplies	25.49 M
02/07/2024	Kelley Create Co	Staples for Toshiba Copiers	25.32
02/06/2024	US Bank	BG-OWP -Test Enrollment	25.00 M

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Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	KP-AMAZON - Office Supplies	24.98 M
02/07/2024	Kelley Create Co	Staples for Toshiba copiers	24.50
02/07/2024	Kelley Create Co	Staples for Toshiba copiers	24.50
02/07/2024	Kelley Create Co	Staples for Toshiba copiers	24.50
02/07/2024	Kelley Create Co	Staples for Toshiba copiers	24.50
02/06/2024	US Bank	RV-MAIL COPIES AND MORE - misc PD supplies	24.15 M
02/06/2024	US Bank	AE-Evident, Inc. - Evidence Supplies	24.00 M
02/06/2024	US Bank	JE-Phil's Ace Hardware- Utility knife	23.99 M
02/06/2024	US Bank	JE-Baxter's- Gloves	23.59 M
02/06/2024	US Bank	SB-Mid City Pump-Fuel	23.56 M
02/06/2024	US Bank	CH-Opal Spring Water -2 cases	22.80 M
02/06/2024	US Bank	KW-Baxter Auto Parts - gasket mat	21.62 M
02/06/2024	US Bank	JE-Baxter's- Belt for club cart and JB weld	21.61 M
02/06/2024	US Bank	BG-Amazon - Fire extinguisher bracket	21.46 M
02/06/2024	US Bank	CH-Amazon-copier paper	20.02 M
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024- reimbursement of supplies	19.99
02/06/2024	US Bank	SB-Les Schwab-Tire Repair	19.98 M
02/06/2024	US Bank	KW-Amazon - Computer bag	18.99 M
02/06/2024	US Bank	BG-Amazon - Sinus Decongestant for First Aid kit	18.17 M
02/06/2024	US Bank	BG-Amazon - Cold Spray for First Aid kit	18.00 M
02/06/2024	US Bank	AE-Evident, Inc. - Evidence Supplies	18.00 M
02/06/2024	US Bank	RV-Mission Linen - mat service @ SWWTP	17.93 M
02/06/2024	US Bank	KP-THRIFTWAY - food for leader luncheon	17.17 M
02/06/2024	US Bank	JE-Towne Pump- Gas for snow raider	17.09 M
02/06/2024	US Bank	ZQ-Phil's Ace Hardware - Lock for hydrant	16.99 M
02/06/2024	US Bank	RV-Mission Linen -mat service @ airport	16.64 M
02/06/2024	US Bank	MQ-Safeway - Workplace Harassment training	16.54 M
02/06/2024	US Bank	CH-Mail copies and more-Mailing HR documents	16.51 M
02/06/2024	US Bank	RV-Mail Copies and More - Evidence Shipping	16.51 M
02/06/2024	US Bank	JL-Booking.com - Hotel for training	15.99 M
02/06/2024	US Bank	KP-ZOOM - Pro account fee	15.99 M
02/06/2024	US Bank	SB-Phil's Ace Hardware - Repair and Maintenance	15.94 M
02/06/2024	US Bank	JE-N&S Tractor-Hydraulic fitting for # 35 plow	15.67 M
02/06/2024	US Bank	CH-LS Networks January 2024	15.11 M
02/28/2024	Will Ward Janitorial	Janitorial Service - February 2024	15.00
02/06/2024	US Bank	MU-Amazon - Office Supplies	14.99 M
02/06/2024	US Bank	LM-Amazon - desk mat	14.84 M
02/06/2024	US Bank	CH-Amazon-copier paper	14.30 M
02/07/2024	Giselle Fuller Cons	Overpayment- 213 k street	14.04
02/28/2024	TAHA, FATIMA	Reimbursement for open house meeting	14.00
02/06/2024	US Bank	NS-Amazon - ID badge holders	13.97 M
02/06/2024	US Bank	JE-Baxter's- Pilot Bearing for 74-A	13.59 M
02/06/2024	US Bank	TP-Safeway - food for staff meeting	12.99 M
02/06/2024	US Bank	JL-Phil's Ace Hardware - ice scrapers	11.98 M
02/06/2024	US Bank	SW-Biscuits Cafe - meal during investigation	11.83 M
02/06/2024	US Bank	TP-Amazon - Office Supplies	11.69 M
02/06/2024	US Bank	MU-MAIL COPIES AND MORE - shipping to CJIS	11.00 M
02/06/2024	US Bank	ZQ-Ericksons Thriftway - Drinks for dinner meeting during sno	10.66 M
02/06/2024	US Bank	JE-Wolf Equipment- Spring for #41 plow	10.27 M
02/06/2024	US Bank	CH-TDS Broadband - January 2024	10.26 M
02/14/2024	911 SUPPLY	uniforms	9.76
02/29/2024	Kelley Create Co	CH Copier - January 2024	9.55 M
02/06/2024	US Bank	JL-Phil's Ace Hardware - respirator for spraying	8.99 M
02/06/2024	US Bank	CH-Amazon-copier paper	8.58 M
02/06/2024	US Bank	ID-CHEVRON - Car Wash VEH# 2201	7.99 M
02/06/2024	US Bank	MQ-Phil's Ace Hardware - keys for filing cabinet	7.96 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
02/06/2024	US Bank	RV-E-smart Payroll - Q4 23 941 filing fee	7.45 M
02/06/2024	US Bank	KW-Safeway - Hotdog buns	6.98 M
02/06/2024	US Bank	SB-Safeway-Deli	5.98 M
02/06/2024	US Bank	DH-Amazon-First Aid supplies	4.69 M
02/29/2024	Kelley Create Co	CH Copier - February 2024	4.13 M
02/06/2024	US Bank	SB-Phil's Ace Hardware - Repair and Maintenance	3.98 M
02/07/2024	Kathy Stevens	Overpayment- K. Stevens	3.00
02/06/2024	US Bank	JL-Phil Ace Hardware - vinyl tubing	2.97 M
02/29/2024	Kelley Create Co	PW Copier - February 2024	2.79 M
02/06/2024	US Bank	BG-Phil's Ace Hardware - nipple for Bioxide tank pump	1.99 M
02/06/2024	US Bank	WI-Mazatlan Mexican Restaurant- overtip	.80 M
02/06/2024	US Bank	SW-Biscuits Cafe - overtipped	.31 M
02/06/2024	US Bank	RC-Amazon - Subscription refund of 12/27/23 cancellation	14.99- M
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	15.92- M
02/14/2024	BERG AIR LLC	Berg's Portion of fuel- December 2023	93.40-
02/14/2024	BERG AIR LLC	Berg's Portion of CC fees- December 2023	157.70-
02/06/2024	US Bank	RV-Sunriver Resort Lodge - refund RV OGFOA Conference; p	594.45- M
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	666.35- V
02/07/2024	CASELLE INC.	Code Enforcement Credit	1,192.91-
02/28/2024	2KG Contractors, Inc.	Retainage	1,267.88-
02/07/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	1,756.13- M
02/07/2024	CASELLE INC.	Code Enforcement Credit	1,865.84-
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	1,950.07- V
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	2,342.45- V
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation	3,365.32- V
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	6,258.21- V
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	15,314.83- V
02/29/2024	CIS TRUST	February 2024 Insurance Report, Life & Salary Continuation-	17,017.73- V
02/07/2024	ZIONS BANCORPORATION	Series 2021A MRC Portion	54,250.00-
Grand Totals:			<u><u>1,222,406.36</u></u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/28/2023	BISCUITS CAFE	Biscuits Cafe - overtipped	\$ 0.31
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 88.82
12/28/2023	MISSION LINEN SUPPLY	Mission Linen - mat service @ City Hall	\$ 26.81
1/8/2024	IN *WS2, INC. DBA DESIGN	Design Sound Northwest - Council Sound repair	\$ 1,680.00
1/11/2024	MISSION LINEN SUPPLY	Mission Linen - mat service @ City Hall	\$ 30.65
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 88.24
1/24/2024	NEOGOV	Neogov - subscription fee Dec-23 to Dec-24	\$ 4,490.00
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 138.06
1/10/2024	ABBY'S LEGENDARY PIZZA	Abby's Legendary Pizza- Food for Council Meeting	\$ 107.90
1/11/2024	SAFEWAY #1960	Safeway - Food For City Council Meeting	\$ 55.55
1/25/2024	SAFEWAY #1960	Safeway - Food For City Council Meeting	\$ 133.94
1/17/2024	ERICKSON'S THRIFTWAY	THRIFTWAY - food for leader luncheon	\$ 17.17
1/22/2024	DOMINO'S 7228	DOMINOS - Leader luncheon	\$ 49.96
1/18/2024	ECONOMIC DEVELOPMENT FOR CEN	EDCO Awards and Specialties - luncheon registration	\$ 110.40
1/19/2024	MAZATLANMEXICANRESTAURA	Mazatlan Mexican Restaurant- overtip	\$ 0.80
1/19/2024	MAZATLANMEXICANRESTAURA	Mazatlan Mexican Restaurant- meeting with Safeway COO	\$ 32.20
1/18/2024	ZOOM.US	Zoom Monthly Subscription	\$ 120.00
1/2/2024	ZOOM.US	ZOOM - Pro account fee	\$ 15.99
1/9/2024	ESMARTPAYROLL PAYCHECKMA	E-smart Payroll - Q4 23 941 filing fee	\$ 7.45
1/23/2024	E-FILE MAGIC / 1099 1098	E-File Magic - Tax Document Filing Service - 2023 1099's	\$ 129.00
1/12/2024	AMAZON MKTPLACE PMTS	AMAZON - Office Supplies	\$ 120.99
1/15/2024	AMAZON MKTPLACE PMTS	AMAZON - Office Supplies	\$ 41.39
1/15/2024	AMAZON MKTPLACE PMTS	AMAZON - Office Supplies	\$ 25.49
1/22/2024	AMAZON MKTPLACE PMTS	AMAZON - Office Supplies	\$ 25.99
1/25/2024	AMAZON MKTPLACE PMTS	AMAZON - Returned item refund	\$ (41.39)
1/25/2024	AMAZON MKTPLACE PMTS	AMAZON - Office Supplies	\$ 24.98
1/22/2024	AMAZON MKTPLACE PMTS	Amazon - tv for large display/meetings	\$ 419.99
1/22/2024	AMAZON MKTPLACE PMTS	Amazon - misc office supplies for CA office setup	\$ 94.90
1/22/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - keys for filing cabinet	\$ 7.96
12/28/2023	H20TOGO OPAL SPRINGS WATE	Opal Spring Water -2 cases	\$ 22.80
1/2/2024	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee supplies	\$ 131.35
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 252.00
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 28.60
1/25/2024	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee supplies	\$ 132.70
12/29/2023	MAIL COPIES AND MORE	Mail copies and more-Mailing HR documents	\$ 16.51
1/5/2024	iWorQ Systems Inc	iWorQ - CDD Package	\$ 2,000.00
1/23/2024	SP PLANETIZEN STORE	Planetizen/AICP Exam Preparation Class	\$ 299.00
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 126.00
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 14.30
1/10/2024	AMAZON MKTPLACE PMTS	Amazon - ID badge holders	\$ 13.97
1/17/2024	IN *H.A. MCCOY ENGINEERIN	HA McCoy - Jefferson County Annexation	\$ 645.00
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 47.72
1/17/2024	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
1/17/2024	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 155.00
1/17/2024	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 230.00
1/10/2024	CENTRAL ELECTRIC COO INC	Central Electric Co-Op - December 2023	\$ 68.54
1/12/2024	MADRAS MARINE	Madras Marine, Inc. - Adjustable Trim Hedge	\$ 307.86
1/22/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Lined gloves	\$ 32.97
1/22/2024	CC-88 MADRAS TOWNE PUMP	Madras Towne Pump- Non Ethanol fuel	\$ 31.79
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 661.56
1/12/2024	SQ *COVE ELECTRIC, INC.	Cove Electric - #5191	\$ 300.00
1/2/2024	DETAIL PLUS	Detail Plus - Pierce vehicle #1702	\$ 275.00
12/29/2023	ODOT DMV 503 945 5000	Department of Motor Vehicles - registration and title for chief's car	\$ 126.00
1/8/2024	CHEVRON 0210224	CHEVRON - Car Wash VEH# 2201	\$ 7.99
1/23/2024	Pro Collision Repair LLC	Pro Collision Repair - 14 Caprice	\$ 4,927.62
1/11/2024	BI MART CORPORATION	Bi Mart- Space heaters for PD	\$ 299.95
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 88.83
12/28/2023	MISSION LINEN SUPPLY	Mission Linen - mat service @ PD	\$ 26.81
1/11/2024	MISSION LINEN SUPPLY	Mission Linen - mat service @ PD	\$ 30.65
1/2/2024	TDS	TDS Broadband - January 2024	\$ 101.50
1/2/2024	TDS	TDS Broadband - January 2024	\$ 10.26
1/24/2024	TDS	TDS Broadband, LLC - January 2024	\$ 198.00
1/24/2024	TDS	TDS Broadband, LLC - February 2024	\$ 198.00
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 176.50
1/16/2024	VERIZON WIRELESS	Verizon Wireless - January 2024	\$ 1,368.38
1/8/2024	APPLE.COM/BILL	Apple - icloud storage	\$ 29.99
1/2/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 87.99
1/3/2024	PY *MOUNTAIN VIEW RV & MI	Mountain View RV - Jan. 24 rent	\$ 105.00

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/12/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 33.87
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - ice melt	\$ 53.98
1/15/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 32.90
1/22/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 34.89
1/24/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 11.69
1/2/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 27.28
1/3/2024	AMAZON MKTPLACE PMTS	Amazon - Office Supplies	\$ 14.99
12/28/2023	H20TOGO OPAL SPRINGS WATE	Opal Spring Water -8 cases and 2 jugs and dispenser rent	\$ 122.20
1/12/2024	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee supplies	\$ 110.85
1/25/2024	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee supplies	\$ 158.00
1/2/2024	EVIDENT INC	Evident, Inc. - Evidence Supplies	\$ 24.00
1/2/2024	EVIDENT INC	Evident, Inc. - Evidence Supplies	\$ 18.00
1/23/2024	MAIL COPIES AND MORE	MAIL COPIES AND MORE - misc PD supplies	\$ 24.15
12/28/2023	AMAZON MKTPLACE PMTS	Amazon - Subscription refund of 12/27/23 cancellation	\$ (14.99)
1/23/2024	STORAGE2U	Storage2U - Monthly Rent	\$ 165.00
1/5/2024	CC-88 MADRAS TOWNE PUMP	Towne Pump - fuel	\$ 46.22
1/2/2024	SAFEWAY #1960	Safeway - food for staff meeting	\$ 39.98
1/2/2024	SAFEWAY #1960	Safeway - food for staff meeting	\$ 12.99
1/22/2024	TST* THE HUMAN BEAN - MAD	The Human Bean - coffee for staff	\$ 45.50
1/25/2024	MI CASA RESTAURANT	Mi Casa LLC - Lunch	\$ 88.00
1/18/2024	COMMUNITY NEWSPAPERS - AD	Pamplin Media - Business cards-Maria Enriguez	\$ 55.63
1/2/2024	CALIBRE PRESS	Calibre Press - Event Report Writing	\$ 625.00
1/11/2024	IN *GUARDIAN ALLIANCE TEC	Guardian Alliance - Social Media Screening Reports	\$ 40.00
12/28/2023	BISCUITS CAFE	Biscuits Cafe - meal during investigation	\$ 11.83
1/22/2024	Booking.com	Hotel - credited	\$ (334.60)
1/22/2024	Booking.com	Hotel - credited	\$ (334.60)
1/22/2024	Booking.com	Hotel - credited	\$ 669.20
1/11/2024	MAIL COPIES AND MORE	MAIL COPIES AND MORE - shipping to CJIS	\$ 11.00
1/23/2024	MAIL COPIES AND MORE	Mail Copies and More - Evidence Shipping	\$ 16.51
12/28/2023	PIZZA HUT 002916	Pizza Hut - meal during homicide investigation	\$ 37.98
12/29/2023	INN AT CROSS KEYS STATION	Inn at Cross Keys - lodging - major investigation	\$ 50.00
12/29/2023	INN AT CROSS KEYS STATION	Inn at Cross Keys - lodging - major investigation	\$ 50.00
12/29/2023	INN AT CROSS KEYS STATION	Inn at Cross Keys - lodging - major investigation	\$ 50.00
1/2/2024	SPEAKWRITE LLC	Speakwrite - Major Case Transcription	\$ 218.28
1/3/2024	TLO TRANSUNION	TLO Transunion - subscription fee Dec-23	\$ 100.00
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 75.60
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 8.58
12/29/2023	OREGON BEEF COMPANY	Oregon Beef Company- employee safety incentive	\$ 100.00
1/8/2024	SHIELDING INTERNATIONAL	Oregon Embroidery-Uniforms	\$ 306.75
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 88.25
12/28/2023	SUNRIVER RESORT	Sunriver Resort Lodge - refund RV OGFOA Conference; pmt made in Dec-23	\$ (594.45)
1/5/2024	AMAZON MKTPLACE PMTS	Amazon- Post it tabs & air purifier filters	\$ 36.70
1/8/2024	AMAZON MKTPLACE PMTS	Amazon- Replacement Filters for Air Purifier	\$ 37.77
1/12/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Snow Shovels and Bucket for warming shelter	\$ 50.96
1/8/2024	JEFFERSON COUNTY CDD	Jefferson County Community Dev - Temp C of O permit to County for Shelter	\$ 373.00
1/2/2024	THE WEBSTAURANT STORE INC	Webstaurant - kitchen supplies PO# 11349	\$ 1,596.23
1/2/2024	HOMEDEPOT.COM	Home Depot - gas grill warming shelter	\$ 449.00
1/4/2024	AMAZON MKTPLACE PMTS	Amazon - TV for Warming Shelter	\$ 797.99
1/8/2024	AMAZON MKTPLACE PMTS	Amazon - mattress for warming shelter	\$ 199.00
1/10/2024	AMAZON MKTPLACE PMTS	Amazon - Office chairs warming shelter	\$ 499.98
1/10/2024	JEFFERSON COUNTY CDD	Jefferson County permits - electrical permit Warming shelter	\$ 90.00
1/11/2024	AMAZON MKTPLACE PMTS	Amazon - bar stools for Warming Shelter	\$ 137.85
1/11/2024	AMAZON MKTPLACE PMTS	Amazon - white boards for Warming shelter	\$ 550.99
1/12/2024	AMAZON MKTPLACE PMTS	Amazon - Toddler booster seat warming shelter	\$ 29.99
1/12/2024	AMAZON MKTPLACE PMTS	Amazon- Apple iPad Warming Shelter	\$ 499.99
1/12/2024	AMAZON MKTPLACE PMTS	Amazon - UPS battery back up Warming shelter	\$ 499.99
1/15/2024	HOMEDEPOT.COM	Home Depot - Countertop Microwave Warming Shelter	\$ 229.00
1/25/2024	SQ *D'S LOCK AND KEYS LLC	D's Lock and Keys - Additional keys for Warming Shelter	\$ 42.00
1/2/2024	Wal-Mart	Wal-mart - PO#11347 furnishing for warming shelter 1 of 2	\$ 2,476.83
1/2/2024	Wal-Mart	Wal-mart - PO#11347 furnishing for warming shelter 2 of 2	\$ 3,348.57
1/3/2024	AMAZON MKTPLACE PMTS	Amazon - Concrete grinding disk for streets repairs	\$ 36.95
1/4/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Lock for hydrant	\$ 16.99
1/8/2024	THE HOME DEPOT 4032	Home Depot - Material and tools for streets repair	\$ 244.10
1/10/2024	AMAZON MKTPLACE PMTS	Amazon - Battery for streets tool	\$ 62.99
1/10/2024	AMAZON MKTPLACE PMTS	Amazon - Battery charger for streets tool	\$ 54.99
1/10/2024	CENTRAL ELECTRIC COO INC	Central Electric Co-Op - December 2023	\$ 259.59
1/12/2024	SQ *COVE ELECTRIC, INC.	Cove Electric - #5190	\$ 400.00
1/12/2024	SQ *COVE ELECTRIC, INC.	Cove Electric - #5189	\$ 674.69

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/28/2023	MADRAS TIRE FACTORY	Gills PointS - flat repair	\$ 142.00
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 310.86
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 1,435.77
1/17/2024	MAIL COPIES AND MORE	Mail Copies and More - Vinyl Sign printing	\$ 412.50
1/3/2024	SIMPLISAFE	Simplisafe-Alarm monitoring	\$ 59.98
12/28/2023	MISSION LINEN SUPPLY	Mission Linen -mat service @ DPGC	\$ 123.66
1/8/2024	MISSION LINEN SUPPLY	Mission Linen -mat service @ DPGC	\$ 57.03
1/24/2024	WWP*TERMINIX	Terminix - Jan-24 service @ Pro Shop	\$ 89.00
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 401.99
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 47.72
1/17/2024	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 370.63
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 220.25
1/8/2024	AMAZON MKTPLACE PMTS	Amazon-snacks	\$ 33.98
1/4/2024	SAFEWAY #1960	Safeway-Deli	\$ 5.98
1/5/2024	AMAZON MKTPLACE PMTS	Amazon-Deli	\$ 28.06
1/2/2024	SAFEWAY #1960	Safeway - Hotdog buns	\$ 6.98
1/2/2024	MAIL COPIES AND MORE	Mail Copies and More-Tee Sheets	\$ 401.76
1/5/2024	AMAZON MKTPLACE PMTS	Amazon - Computer bag	\$ 18.99
1/12/2024	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee supplies	\$ 155.55
1/3/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 1,387.78
1/4/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 454.93
1/4/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 1,403.07
1/5/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 323.77
1/8/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 1,056.54
1/8/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 1,176.97
1/10/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Repair and Maintenance	\$ 15.94
1/10/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Repair and Maintenance	\$ 3.98
1/10/2024	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 152.39
1/10/2024	LES SCHWAB Equipment	Les Schwab-Tire Repair	\$ 19.98
1/12/2024	WITTEK GOLF	Wittekk-Repair and Maintenance	\$ 322.34
1/24/2024	BAXTER AUTO PARTS	Baxter Auto-Repair and Maintenance	\$ 29.99
1/25/2024	INTERSTATE BATTERY SYS	Interstate Battery-Parts and Maintenance	\$ 35.88
12/28/2023	BAXTER AUTO PARTS	Baxter Auto Parts - Filters	\$ 130.93
12/28/2023	BAXTER AUTO PARTS	Baxter Auto Parts - Filters	\$ 55.30
12/28/2023	N & S TRACTOR MADRAS	N&S tractor - Grinding wheels	\$ 32.32
12/29/2023	BAXTER AUTO PARTS	Baxter Auto Parts - Oil/filters	\$ 91.35
1/2/2024	BAXTER AUTO PARTS	Baxter Auto Parts - Battery charger	\$ 239.78
1/2/2024	NORCO REDMOND #34	Norco - Welder/gas	\$ 1,967.90
1/4/2024	SP MASS DEPOT	Masssdepot.com - Tires	\$ 249.99
1/5/2024	BAXTER AUTO PARTS	Baxters Auto Parts - Brake clean	\$ 49.00
1/8/2024	BAXTER AUTO PARTS	Baxter Auto Parts - gasket mat	\$ 21.62
1/12/2024	O'REILLY 4381	O'Reilly Auto Parts - Tool rental	\$ 61.98
1/12/2024	INTERSTATE BATTERY SYS	Interstate Battery - Battery	\$ 232.90
1/15/2024	BAXTER AUTO PARTS	Baxter Auto Parts - Filters	\$ 245.57
1/18/2024	BAXTER AUTO PARTS	Baxter Auto Parts - wiper	\$ 84.68
1/19/2024	O'REILLY 4381	O'Reilly Auto Parts - Tool rental return	\$ (61.98)
1/25/2024	BAXTER AUTO PARTS	Baxter Auto Parts - Oil	\$ 352.61
1/25/2024	NAPA AUTO 0023005	Napa - belt	\$ 41.87
1/12/2024	WITTEK GOLF	Wittekk-Ball Washer-Driving Range	\$ 2,079.00
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Frost pillows for meters	\$ 97.86
1/10/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - FROST PILLOWS	\$ 48.93
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 370.63
12/28/2023	MISSION LINEN SUPPLY	Mission Linen -mat service @ SWWTP	\$ 47.40
1/11/2024	MISSION LINEN SUPPLY	Mission Linen - mat service @ SWWTP	\$ 17.93
12/29/2023	WIN-911	Smart Sights - 1 year subscription	\$ 800.00
1/2/2024	AMAZON MKTPLACE PMTS	Amazon - battery backup	\$ 163.84
1/23/2024	BENDTEL	Bend Tel January 2024	\$ 161.30
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 202.99
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 328.88
1/10/2024	CENTRAL ELECTRIC COO INC	Central Electric Co-Op - December 2023	\$ 1,937.17
1/25/2024	FERRELL*GAS LP	Ferrellgas December 2023	\$ 449.64
1/9/2024	BMI BackFlow	BMI Backflow - Tester Certification	\$ 750.00
12/27/2023	HOTELBOOKINGSERVFEE	Booking.com - Hotel for training	\$ 15.99
1/5/2024	OWPSACSTATE	OWP -Test Enrollment	\$ 25.00
1/11/2024	AMAZON MKTPLACE PMTS	Amazon - Coffee for the office	\$ 63.94
1/10/2024	AMAZON MKTPLACE PMTS	Amazon-coffee for SWWTP	\$ 34.99
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Snow Shovels for trucks and plant	\$ 195.93

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/18/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Controller heater for pistagrit	\$ 91.97
1/25/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Bioxide repair	\$ 50.96
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - ice scrapers	\$ 11.98
1/18/2024	CONS SUPPLY BEND	Consolidated Supply - backflow assembly	\$ 893.91
1/19/2024	PHIL'S ACE HARDWARE-MADRAS	Phil Ace Hardware - vinyl tubing	\$ 2.97
1/22/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - heater, extension cord, ice grips for boots	\$ 299.94
12/29/2023	USABBLUEBOOK	USA Bluebook-#INV00207978	\$ 1,334.29
1/2/2024	PC - AGRONOMY - MADRAS	Pratum Coop - Spray SWWTP	\$ 1,472.00
1/24/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - nipple for Bioxide tank pump	\$ 1.99
1/12/2024	AMAZON.COM*RT7LM0UP0	Amazon - Bleed control spray, Asprin, Ibuprophen, Eye wash for First Aid kit	\$ 38.62
1/12/2024	AMAZON MKTPLACE PMTS	Amazon - Cold Spray for First Aid kit	\$ 18.00
1/12/2024	AMAZON MKTPLACE PMTS	Amazon - Sinus Decongestant for First Aid kit	\$ 18.17
1/2/2024	AMAZON MKTPLACE PMTS	Amazon-First Aid supplies	\$ 4.69
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Shoe traction devices	\$ 39.99
1/15/2024	BI MART CORPORATION	Bi Mart Corporation - Boggs for the snow and ice	\$ 39.99
12/28/2023	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - gloves	\$ 28.98
1/2/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - respirator for spraying	\$ 8.99
1/4/2024	AMAZON MKTPLACE PMTS	Amazon - hard hat	\$ 154.50
12/29/2023	AMAZON MKTPLACE PMTS	Amazon - Safety hard hat	\$ 159.74
1/3/2024	AMAZON MKTPLACE PMTS	Amazon - Fire extinguisher bracket	\$ 21.46
1/15/2024	IN *H.A. MCCOY ENGINEERIN	HA McCoy - design Cedar Street Storm drain	\$ 1,730.00
1/15/2024	IN *H.A. MCCOY ENGINEERIN	HA McCoy - Culver HWY (361) Sewer Extension -Fairgrounds to Hall	\$ 1,900.00
1/9/2024	CENTRAL OREGON HEATING	Central Oregon Heating and Cooling - Heating repair	\$ 479.00
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 197.12
1/8/2024	MISSION LINEN SUPPLY	Mission Linen -mat service @ airport	\$ 16.64
1/23/2024	BENDTEL	Bend Tel January 2024	\$ 251.26
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 202.99
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 47.72
1/12/2024	OREGON DEPT OF AVIATION	OR Dept of Aviation - Annual Dues and Licenses	\$ 50.00
12/28/2023	AMAZON MKTPLACE PMTS	Amazon - Computer chair/office supplies	\$ 147.09
12/28/2023	AMAZON MKTPLACE PMTS	Amazon - FAA Regulations Resource	\$ 38.00
1/5/2024	AMAZON MKTPLACE PMTS	Amazon - desk mat	\$ 14.84
1/10/2024	AMAZON MKTPLACE PMTS	Amazon - Computer supplies	\$ 46.99
1/11/2024	AMAZON MKTPLACE PMTS	Amazon - Voice recorder for meetings	\$ 31.80
1/11/2024	BI MART CORPORATION	Snow shovels and ice scrapers	\$ 62.94
1/15/2024	PLATEAU C-STORE	Plateau Travel Plaza - Airport Truck (154) Fuel	\$ 42.68
1/22/2024	PLATEAU C-STORE	Plateau Travel Plaza - Airport Truck (154) Fuel	\$ 81.45
12/29/2023	TREASURE VALLEY COFFEE OF CENT	Treasure Valley Coffee - Coffee Supplies	\$ 364.25
1/10/2024	CENTRAL ELECTRIC COO INC	Central Electric Co-Op - December 2023	\$ 34.27
1/15/2024	IN *H.A. MCCOY ENGINEERIN	HA McCoy - Helibase Construction Staking	\$ 300.00
1/17/2024	LS NETWORKS	LS Networks January 2024	\$ 83.13
1/17/2024	LS NETWORKS	LS Networks January 2024	\$ 15.11
1/17/2024	LS NETWORKS	LS Networks January 2024	\$ 105.79
1/17/2024	LS NETWORKS	LS Networks January 2024	\$ 128.46
1/23/2024	BENDTEL	BendTel January 2024	\$ 762.70
1/23/2024	BENDTEL	BendTel January 2024	\$ 167.42
1/23/2024	BENDTEL	BendTel January 2024	\$ 762.70
1/23/2024	BENDTEL	BendTel January 2024	\$ 167.43
1/2/2024	GIH*GLOBALINDUSTRIALEQ	Global Industrial - Commercial shelves for streets shop	\$ 1,349.89
1/11/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Concrete filler for shop floor	\$ 31.98
1/15/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Parts for oil heater in PW shop	\$ 58.96
1/25/2024	AMAZON MKTPLACE PMTS	Amazon - Waste oil coupler	\$ 39.00
1/11/2024	Madras Sanitary Service	Madras Sanitary Service - December 2023	\$ 601.68
12/28/2023	MISSION LINEN SUPPLY	Mission Linen - mat service @ PW	\$ 33.66
1/2/2024	ADT SECURITY*028305621	ADT Security - alarm service at PW Bldg A - Jan - Mar 2024	\$ 170.07
1/25/2024	OR DEPT OF AGRICULTURE	Oregon Department of Ag. - Pesticide license renewal	\$ 50.00
1/23/2024	BENDTEL	Bend Tel January 2024	\$ 429.40
12/28/2023	SURELINE BROADBAND	Blue Mountain Networks - January 2024	\$ 202.99
1/24/2024	VERIZON WIRELESS	Verizon - cell phones Dec 2023	\$ 524.60
1/17/2024	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
1/15/2024	ERICKSON'S THRIFTWAY	Ericksons Thriftway - Drinks for dinner meeting during snow event.	\$ 10.66
1/15/2024	BLACK BEAR DINER MADRAS	Black Bear Diner of Madras, LLC - Lunch for Michele, Cindy and I	\$ 41.36
1/22/2024	BLACK BEAR DINER #038 OLO	Black Bear Diner Madras, LLC - Lunch for Michele to celebrate Warming Shelter Completion	\$ 53.16
1/15/2024	ABBYS LEGENDARY PIZZA - 5	Abby's - Snow event meal	\$ 149.20
1/5/2024	SAFEWAY #1960	Safeway - Workplace Harassment training	\$ 16.54
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 176.40
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-copier paper	\$ 20.02
1/23/2024	COMMUNITY NEWSPAPERS INC	Pamplin Media - newspaper subscription	\$ 52.00

US Bank Purchase Cards

January 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/12/2024	MAIL COPIES AND MORE	Mail Copies and More - Sign laminating	\$ 125.58
1/18/2024	IN *H.A. MCCOY ENGINEERIN	HA McCoy - General Surveying	\$ 241.00
12/29/2023	BAXTER AUTO PARTS	Baxter's- Gloves	\$ 23.59
1/22/2024	COASTAL FARM & RANCH RED	Coastal- Boots and coveralls	\$ 277.27
1/22/2024	FRED-MEYER #0650	FredMeyer- Work pants	\$ 59.95
1/8/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware - Oil and funnel for snow plow	\$ 27.48
1/12/2024	MADRAS PAINT & GLASS INC	Madras Paint and Glass-Repair driver's side window vehicle #155	\$ 227.00
1/15/2024	AMAZON MKTPLACE PMTS	Amazon-Emergency Jump Kits	\$ 399.90
1/16/2024	NAPA AUTO 0023005	Napa - Battery	\$ 147.99
12/28/2023	FREIGHTLINER NORTHWEST RE	Freightliner -Repair ABS on # 48	\$ 512.72
12/28/2023	N & S TRACTOR MADRAS	N&S Tractor-Hydraulic fitting for # 35 plow	\$ 15.67
1/2/2024	BAXTER AUTO PARTS	Baxter's - Case of starting fluid	\$ 78.72
1/4/2024	PAPE MACHINERY	Pape- Plow bolts for #103 loader	\$ 62.73
1/8/2024	BAXTER AUTO PARTS	Baxter's- Belt for club cart and JB weld	\$ 21.61
1/15/2024	BAXTER AUTO PARTS	Baxter's- Engine degreaser	\$ 59.88
1/15/2024	BAXTER AUTO PARTS	Baxter's- Pilot Bearing for 74-A	\$ 13.59
1/15/2024	HORIZON DIST - H640	Horizon- Plow indicators	\$ 58.56
1/18/2024	WOLFE TRUCK & EQUIPMENT	Wolf Equipment- Spring for #41 plow	\$ 10.27
1/24/2024	BAXTER AUTO PARTS	Baxter's- Alternator and belt for #108	\$ 228.72
1/3/2024	VERIZON*CONNECT	Verizon - Fleet monitoring	\$ 47.85
1/15/2024	PAPE MACHINERY	Pape - Grader Blades	\$ 524.99
1/25/2024	AMAZON MKTPLACE PMTS	Amazon - Snow plow springs	\$ 131.99
1/25/2024	AMAZON MKTPLACE PMTS	Amazon - snowplow skids	\$ 127.28
1/8/2024	PHIL'S ACE HARDWARE-MADRAS	Phil's Ace Hardware- Utility knife	\$ 23.99
1/9/2024	AMAZON MKTPLACE PMTS	Amazon- Car battery tester	\$ 96.99
1/12/2024	MADRAS MARINE	Madras Marine- battery Chain saw for parks	\$ 298.84
1/18/2024	CC-88 MADRAS TOWNE PUMP	Towne Pump- Gas for snow raider	\$ 17.09
1/15/2024	HOMEDEPOT.COM	Home Depot - Plow for lawn tractor	\$ 750.00
1/15/2024	HOMEDEPOT.COM	Home Depot - Chains for Lawn tractor	\$ 52.25
1/15/2024	MID CITY	Mid City Pump-Fuel	\$ 23.56
1/16/2024	SHELL OIL10016230012	Shell Gas Station-Fuel	\$ 29.08
1/24/2024	MID CITY	Mid City Pump-Fuel	\$ 82.93
1/5/2024	COENERGY PROPANE LLC	Co Energy Propane - #90769 355.5 gal Propane	\$ 838.43
12/29/2023	CARSON - CREDIT	Carson - 100 g Delo 400 SDE	\$ 1,729.34
12/29/2023	CARSON - CREDIT	Carson - 100 g biodiesel	\$ 381.00
1/3/2024	LES SCHWAB Equipment	Les Schwab- Chains for #35	\$ 269.08
1/8/2024	LES SCHWAB Equipment	Les Schwab- Corner tires for #72	\$ 882.78
1/8/2024	LES SCHWAB Equipment	Les Schwab- Tires for #154	\$ 1,542.24
CITY TOTAL:			\$ 87,588.21

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **ORDER SETTING THE FINAL HEARING DATE, TIME, LOCATION, AND THE SECOND AND FINAL HEARING DATE AND AFFIRMING AN ELECTION SHALL NOT BE HELD ON THE QUESTION OF WITHDRAWING TERRITORY FROM THE MADRAS CITY LIMITS.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council adopt Order No. 2024-01.

OVERVIEW:

The City Council held their first public hearing on the matter to withdraw approximately 40 +/- acres from the city limits on March 26, 2024. Should the first Public Hearing continued to April 23, 2024, by the Council, the City Council will then adopt Order Setting final hearing to hold the final public hearing on the matter on April 23, 2024 council meeting. The order affirms that an election shall not be held on the question of withdrawing territory from the Madras city limits.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See attached.

STRATEGIC GOAL:

N/A

MADRAS CITY COUNCIL ORDER NO. 2024-01

WHEREAS, pursuant to Resolution No. 03-2024 (the “Authorizing Resolution”), the City of Madras (“City”) resolved to initiate the withdrawal of approximately 42 acres of land owned by City from the city limits, which lands comprise a portion of Jefferson County Assessor’s Map and Tax Lot 1114070000100 (“Tax Lot 100”) and are further described and depicted in the attached Exhibit A and Exhibit B respectively (the “Withdrawal Territory”);

WHEREAS, withdrawal of the Withdrawal Territory would effectuate, in part, an exchange of lands from the city limits as City has also proposed, by separate action, to annex approximately 42 acres into the city limits, which annexed lands comprise a different portion of Tax Lot 100 from the Withdrawal Territory;

WHEREAS, the Authorizing Resolution set an initial public hearing on the withdrawal before the Madras City Council (“City Council”) on March 26, 2024;

WHEREAS, ORS 222.460(3) provides that if, after receiving testimony at a public hearing, the legislative body still favors the withdrawal, it shall enter an order so declaring and fix a place and time for a final hearing on the withdrawal; and

WHEREAS, after providing all required notice, and considering testimony received at the initial public hearing, the Madras City Council (“City Council”) still favors the withdrawal and desires to set a final public hearing on the withdrawal.

NOW, THEREFORE, the Madras City Council orders as follows:

1. Findings. The above-stated findings, and those contained in the Authorizing Resolution, are hereby adopted except to the extent inconsistent with this Order No. 2024-01 (this “Order”).
2. Approval of Withdrawal. City Council hereby declares that City Council still favors the withdrawal of the Withdrawal Territory.
3. Final Hearing. City Council hereby orders that a final public hearing on the withdrawal be set for 5:30 on April 23, 2024 at the City Council Chambers, 125 SW “E” Street, Madras, OR 97741.
4. Election. An election shall not be held on the question of withdrawal of the Withdrawal Territory from the city limits unless written requests for an election are filed at or before the final hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number, registered in the Withdrawal Territory. If the minimum number of written requests for an election are not filed, City Council will adopt a resolution or ordinance withdrawing the Withdrawal Territory from the city limits .
5. Severability; Effective Date. The provisions of this Order are severable. If any section, subsection, sentence, clause, and/or portion of this Order 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 Order. This Order will be in full force and effect from and after its approval and adoption.

**THE FOREGOING ORDER WAS ADOPTED BY THE MADRAS CITY COUNCIL AND SIGNED BY THE MAYOR
ON MARCH 26, 2024**

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
LEGAL DESCRIPTION OF WITHDRAWAL TERRITORY
[attached]

EXHIBIT A
DEPICTION OF WITHDRAWAL TERRITORY

[attached]

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151 F: (503) 563-6152

AKS Job #9057-04

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT A**Urban Growth Boundary and City of Madras City Limits Removal**

A portion of Parcel 2 of the Partition Plat No. 2010-09, recorded as Microfilm Number 2010-3786, Deed Records of Jefferson County, located in the Northeast One-Quarter and Southeast One-Quarter of Section 7, Township 11 South, Range 14 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, and being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Partition Plat No. 2002-12, recorded as Microfilm Number 2002-5926, Deed Records of Jefferson County; thence along the south line of said Parcel 1, South 89°07'21" East 599.97 feet to the southeast corner of said Parcel 1 and the Urban Growth Boundary (UGB) limits line and the City of Madras city limits line; thence along said UGB limits line and said city limits line on the following courses: South 47°41'24" East 1393.95 feet; thence South 08°27'59" West 346.95 feet; thence South 62°24'07" East 401.61 feet; thence South 07°20'37" West 682.98 feet; thence South 44°33'20" East 472.19 feet; thence South 41°35'10" East 651.77 feet to the southeast corner of Parcel 2 of said Partition Plat No. 2010-09; thence along the south line of said Parcel 2 and said UGB limits line and said city limits line, North 89°07'10" West 889.14 feet; thence leaving said south line along said UGB limits line and said city limits line, North 21°47'55" West 232.63 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the left (with a radial bearing of North 55°02'29" West) with a Radius of 659.00 feet, a Central Angle of 01°43'47", an Arc Length of 19.90 feet, and a Chord of North 34°05'37" East 19.89 feet; thence North 52°56'34" West 31.85 feet; thence North 21°47'55" West 47.99 feet to said UGB limits line and said city limits line; thence along said UGB limits line and said city limits line, North 41°07'25" West 509.87 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the right (with a radial bearing of North 69°51'04" East) with a Radius of 811.00 feet, a Central Angle of 03°49'28", an Arc Length of 54.13 feet, and a Chord of North 18°14'12" West 54.12 feet; thence North 33°40'53" East 306.09 feet; thence along a non-tangent curve to the right (with a radial bearing of North 84°55'23" East) with a Radius of 990.00 feet, a Central Angle of 02°11'14", an Arc Length of 37.79 feet, and a Chord of North 03°59'00" West 37.79 feet; thence along a reverse curve to the left with a Radius of 835.00 feet, a Central Angle of 37°06'32", an Arc Length of 540.81 feet, and a Chord of North 21°26'40" West 531.41 feet; thence along a reverse curve to the right with a Radius of 2600.00 feet, a Central Angle of 17°51'47", an Arc Length of 810.61 feet, and a Chord of North 31°04'02" West 807.33 feet; thence along a reverse curve to the left with a Radius of 950.00 feet, a Central Angle of 63°36'04", an Arc Length of 1054.55 feet, and a Chord of North 53°56'11" West 1001.23 feet to the west line of said Parcel 2; thence along said west line, North 00°15'35" East 164.74 feet to the Point of Beginning.

The above described tract of land contains 42.0 acres, more or less.

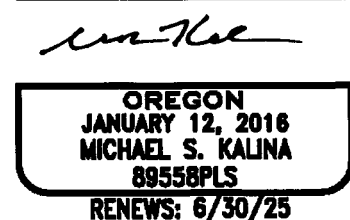
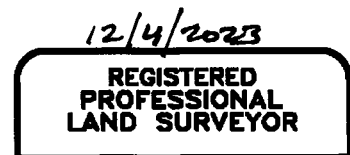
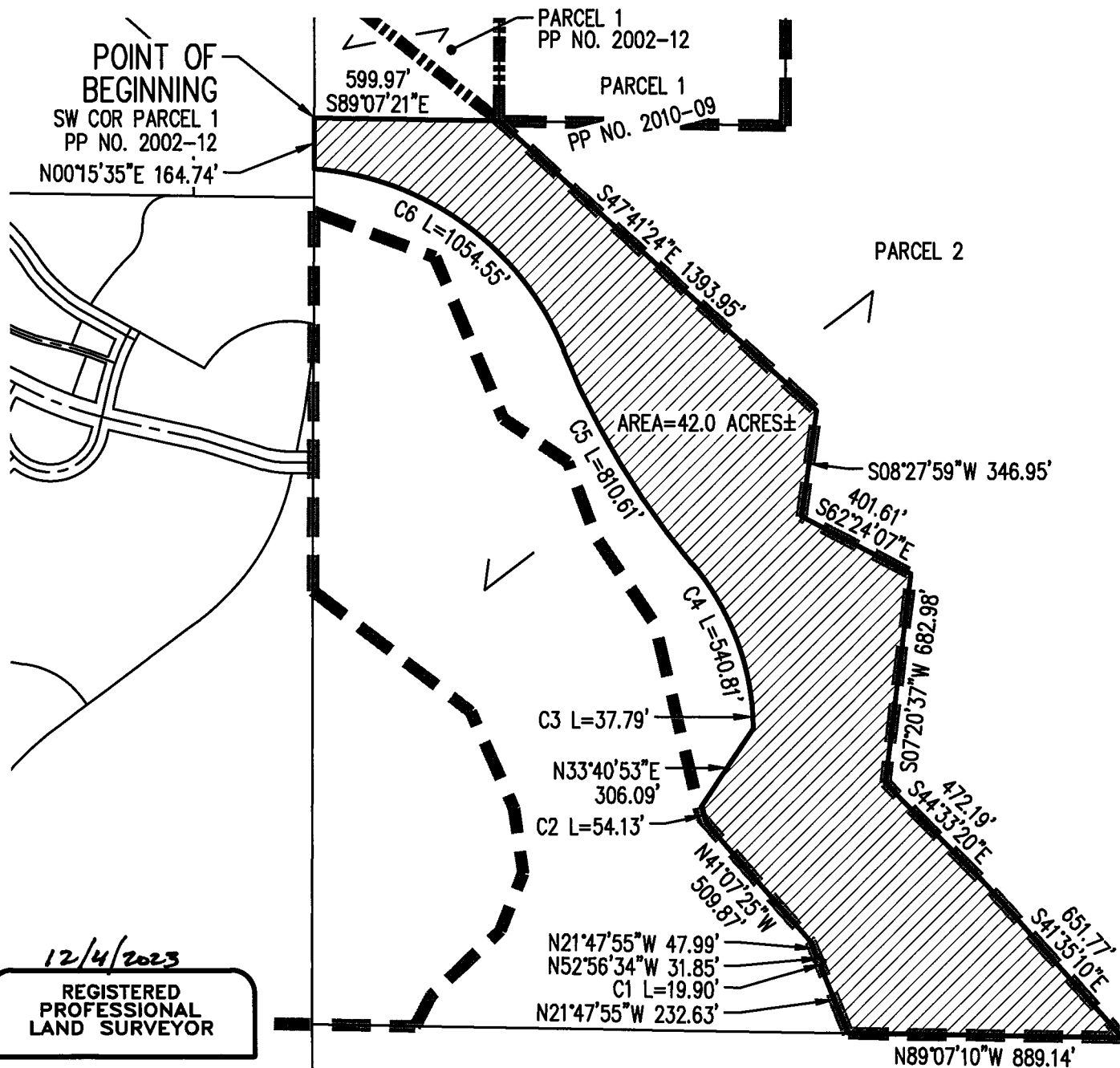


EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON



12/4/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

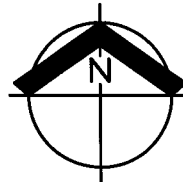
RENEWS: 6/30/25

URBAN GROWTH BOUNDARY
& MADRAS CITY LIMITS

MADRAS CITY LIMITS

SEE PAGE 2 FOR CURVE DATA

SCALE: 1"=500 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
CITY OF MADRAS CITY LIMITS
REMOVAL

TL 11140700 00100

DRWN: WCB CHKD: MSK

AKS JOB: EXHIBIT

9057-04 B

EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON

CURVE TABLE

CURVE	RADIAL BEARING	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	N55°02'29"W	659.00'	01°43'47"	19.90'	N34°05'37"E 19.89'
C2	N69°51'04"E	811.00'	03°49'28"	54.13'	N18°14'12"W 54.12'
C3	N84°55'23"E	990.00'	02°11'14"	37.79'	N03°59'00"W 37.79'
C4		835.00'	37°06'32"	540.81'	N21°26'40"W 531.41'
C5		2600.00'	17°51'47"	810.61'	N31°04'02"W 807.33'
C6		950.00'	63°36'04"	1054.55'	N53°56'11"W 1001.23'

12/4/2023

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REMOVAL

TL 11140700 00100

DRWN: WCB CHKD: MSK

AKS JOB: EXHIBIT

9057-04 B

CITY OF MADRAS
Request for Council Action

Meeting Date: March 26, 2024

To: Mayor and City Council Members

From: Will Ibershof, City Administrator

Through: Will Ibershof, City Administrator

Subject: **MOU BETWEEN THE CITY OF MADRAS AND THE MADRAS POLICE
EMPLOYEES ASSOCIATION**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Authorize the City Administrator to sign the MOU between the City of Madras and the Madras Police Employees Association.

OVERVIEW:

The City of Madras has an agreement with the Madras Police Employees Association for the Police Officers and Office Manager. The agreement does not include a future Office Assistant or the current Evidence Technician.

STAFF ANALYSIS:

The staff recommends that council authorizes the City Administrator to sign the MOU to include the current Evidence Technician and the future Office Assistant.

FISCAL INFORMATION:

None

SUPPORTING DOCUMENTATION:

MOU signed by the Madras Police Employees Association.

STRATEGIC GOAL:

Memorandum of Understanding

City of Madras and Madras Police Employees' Association Memorandum of Understanding

Whereas, the city of Madras and the Madras Police Employees' Association herein "Association," seek to establish this Memorandum of Understanding, herein "MOU," regarding the position, evidence technician.

Whereas, the City and Association are parties to a collective bargaining agreement and this MOU is an addendum of that agreement and subject to the grievance resolution process of the CBA. In the event of a conflict between the terms of the CBA and the terms of this MOU, this MOU will control. This MOU will be mutually considered as non-precedent setting.

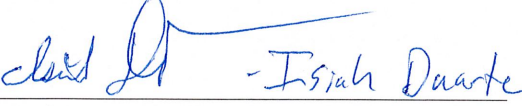
Therefore, the parties agree as follows:

Article 1 – Recognition will be amended to add the following language:

The city recognizes the Association as the sole and exclusive bargaining agent for the full-time employees with the Police Department within the classifications of Police Officer, Sergeant, Office Assistant, Office Manager, and Evidence Technician. All other employees are excluded including supervisors, confidential, part-time, and temporary.

City of Madras

Date



Madras Police Employees' Association

3-11-24

Date