

RESOLUTION NO. 01-2022

A RESOLUTION OF CITY OF MADRAS DISSOLVING THE MADRAS COMMUNITY ADVISORY COMMITTEE; AND REPEALING RESOLUTION NO. 23-2018, WHICH RESOLUTION ESTABLISHED THE MADRAS COMMUNITY ADVISORY COMMITTEE.

WHEREAS, on August 28, 2018, the Madras City Council (the "Council") adopted Resolution No. 23-2018 (the "Original Resolution"), which Original Resolution established the Madras Community Advisory Committee (the "Committee"); and

WHEREAS, City of Madras ("City") has determined that it is more administratively efficient for the Council to perform the Committee's duties and responsibilities; and


WHEREAS, by the approval and adoption of this Resolution No. 01-2022 (this "Resolution"), the Council desires to dissolve the Committee and repeal the Original Resolution in its entirety.

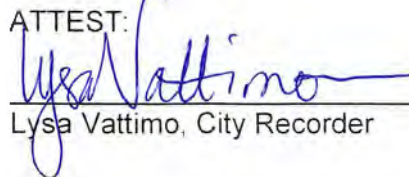
NOW, THEREFORE, the City of Madras resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Dissolution; Repeal. The Committee is hereby dissolved effective immediately. The Resolution (and the provisions contained therein) is hereby repealed in its entirety and of no further force and effect.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 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 will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council of the City of Madras and signed by the mayor on this 11th day of January 2022.

Ayes: 5
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 1


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 02-2022

A RESOLUTION AUTHORIZING THE CITY OF MADRAS TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT IN THE AMOUNT OF \$750,000.00 FOR HOFFMAN PARK PHASE 1 WITH A TOTAL PROJECT AMOUNT OF \$1,250,000.00.

WHEREAS, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the 2022 Local Government Grant Program; and

WHEREAS, the City of Madras desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, the City proposes to construct Phase 1 of Hoffman Park work to include grading, aggregate base and paving, concrete curbs and walks, landscaping, lighting, picnic shelter, and new play amenities; and

WHEREAS, the park will be located at the south end of 10th Street: Map #11-13-13 B Tax Lot #800, 1300 attached hereto as Exhibit "A"; and

WHEREAS, the estimated project cost is \$1,250,000.00; and

WHEREAS, the City is proposing that this project be financed in conjunction with an Oregon Parks and Recreation Department Local Government Grant in the amount of \$750,000.00 and City match/other contributions in the amount of \$500,000.00; and

WHEREAS, the City match contribution will be comprised of in-kind and City cash for a total match of \$500,000.00; and

WHEREAS, the City will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded.

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

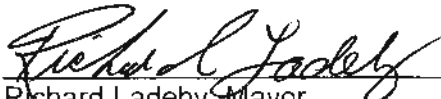
SECTION 1: The City of Madras is hereby authorized to apply for an Oregon Parks and Recreation Department Local Government Grant in the amount of \$750,000.00 to construct Phase 1 of Hoffman Park work to include grading, aggregate base and paving, concrete curbs and walks, landscaping, lighting, picnic shelter, and new play amenities. This project will be referred to as the "Hoffman Park Phase 1." The total project cost is estimated at \$1,250,000.00, with \$750,000.00 grant funding and \$500,000.00 match comprised of in-kind contribution and City cash.

SECTION 2: Mayor Richard Ladeby is hereby empowered to sign the resolution on the City's behalf.

SECTION 3: This resolution shall become effective immediately upon its passage by the Council and signing by the Mayor.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor this 22nd day of February, 2022.

Ayes: 4
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 2


Richard Ladeby, Mayor

ATTEST:

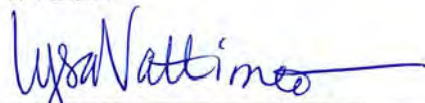
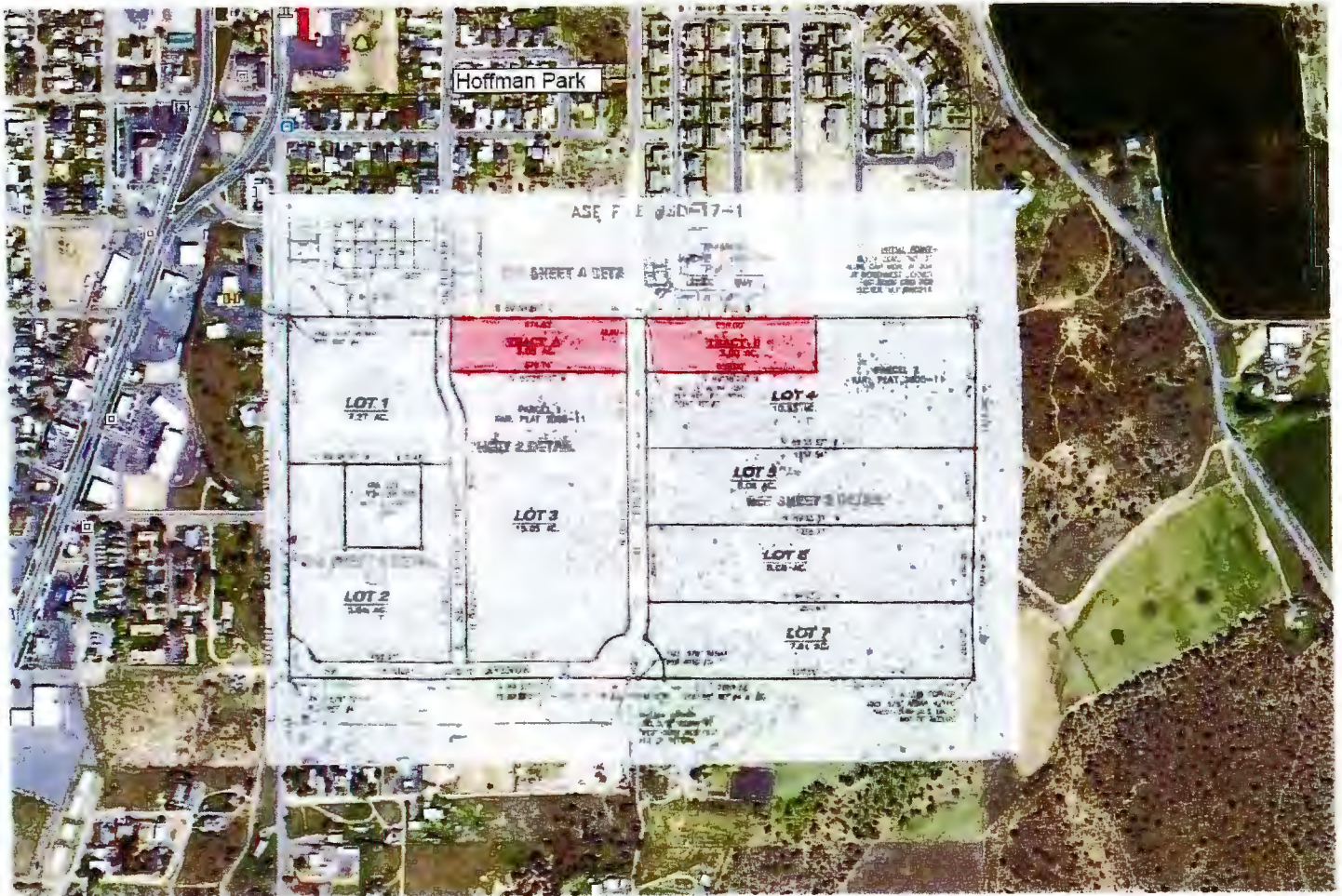

Lysa Vattimo, City Recorder

EXHIBIT A – PARK LOCATION MAP



RESOLUTION NO. 03-2022

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO (2) 25 MPH SPEED LIMIT SIGNS ON YARROW AVENUE TO HELP SLOW TRAFFIC AND PROVIDE A SAFER ENVIRONMENT.

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

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

WHEREAS, Public Works received several complaints from the public relating to excessive speeds on S.E. Yarrow Avenue; and

WHEREAS, City staff presented the information to Urban Forestry/Public Works and Park Commission and the recommendation is that two (2) 25 mph speed signs be installed; and

WHEREAS, City staff is recommending the installation of two (2) 25 mph speed signs, one (1) sign at the entrance of S.E. Yarrow heading east and one (1) sign near the intersection of S.E. Yarrow Avenue and Honeysuckle Loop for west bound traffic.


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

1. The above stated findings contained in this Resolution No. 03-2022 (this "Resolution") are hereby adopted.
2. There shall be (2) 25 mph speed signs installed, one sign at the entrance of S.E. Yarrow heading east and one (1) sign near the intersection of S.E. Yarrow Avenue and Honeysuckle Loop for westbound traffic.
3. Following the installation of the two (2) 25 mph speed zone signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to adhere to the speed zones.
4. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 22nd day of February, 2022.

Ayes: 4
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 2


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 04-2022

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2021-2022.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2021-2022 that were authorized by the City Council pursuant to Resolution 12-2021; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2021-22 appropriations to be in compliance with Oregon Budget Law; and

WHEREAS, for purposes of this resolution recognizing unanticipated revenues; an adjustment that includes a transfer of appropriation from contingency of greater than 15%; an increase of appropriation of greater than 10%; a notice of a supplemental budget hearing was posted in the Madras Pioneer on March 16, 2022 to be in accordance with ORS 294.471 (3) (b).

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2021-2022 City Budget;

SECTION 2: The Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City:

	Adopted Budget	Increase	Decrease	Revised Budget
General Fund – Police Department	8,651,697			8,506,697
101-101-380-8508	694,000		145,000	549,000
Use of Money & Property				
101-106-540-1402	60,000	13,000		73,000
Capital Outlay				
101-109-590-1010	1,204,338		13,000	1,191,338
Contingency				
101-109-545-1201	675,000		145,000	530,000
DuJour Loan				

REASON: PD Radios budgeted in General Fund rather than ISF-IT Fund and Matching DuJour Loan with MURA biennial budget needs.

	Adopted Budget	Increase	Decrease	Revised Budget
Tourism/Economic Development	519,130			519,130
207-207-340-4202	234,500		234,500	0
Shared Revenues				
207-207-390-9606	0	234,500		234,500

Transfers In

REASON: Originally budgeted category incorrectly for Transfers in of Motel Tax receipts.

	Adopted Budget	Increase	Decrease	Revised Budget
Debt Service Fund	183,450			235,450
306-060-380-8507	183,450	52,000		235,450
Use of Money & Property				
Multiple	183,000	52,000		235,000

Debt Service

REASON: Bring funds in from MRC – Commercial District to cover debt obligations financed with 2021A Bonds issued in October 2021.

	Adopted Budget	Increase	Decrease	Revised Budget
Wastewater Operations Fund	8,166,179			8,166,179
503-030-390-9506	149,328	345,699		495,027
Transfers In				
503-030-540-2821	2,381,000	345,699		2,726,699

Capital Outlay

REASON: Transfer in released debt reserves to install Odor Control at South Wastewater Treatment Plant.

	Adopted Budget	Increase	Decrease	Revised Budget
Debt Reserve Fund	474,583			474,583
Multiple	474,583		442,829	31,754
Reserve for Future Expenditures				
Multiple	0	442,829		442,829

Transfers Out

REASON: Debt Reserves released during the 2021A & 2021B Bond issuance are being transferred to the respective funds.

	Adopted Budget	Increase	Decrease	Revised Budget
ISF - Building Fund	889,091			986,221
804-101-390-9506	0	97,130		97,130
Transfers In				
804-101-580-6001	135,000	97,130		232,130
Reserve for Future Expenditures				

REASON: Debt Reserves released during the 2021A & 2021B Bond issuance are being transferred to the respective funds.

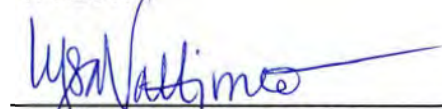
SECTION 3: This resolution shall become effective on March 22, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 22nd day of March, 2022.

Ayes: 4
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 2


 Richard Ladeby, Mayor

ATTEST:


 Lysa Vattimo, City Recorder

RESOLUTION NO. 05-2022

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF 7TH STREET AND "D" STREET TO CONVERT THE INTERSECTION TO A 4-WAY STOP CONTROLLED INTERSECTION.

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

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

WHEREAS, Public Works received several complaints from the public relating to near misses and crashes at the subject intersection; and

WHEREAS, Public Works has observed several crashes at the subject intersection; and

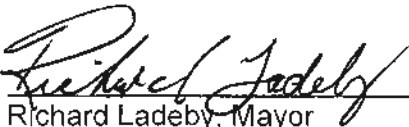
WHEREAS, City staff recommends installing two (2) additional stop signs at the intersection of 7th Street and "D" Street to convert the intersection to a 4-way stop controlled intersection.

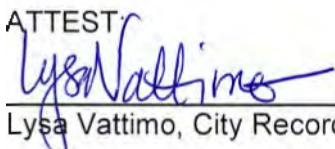
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Madras that:

1. The above stated findings contained in this Resolution No. 05-2022 (this "Resolution") are hereby adopted.
2. There shall be (2) two additional stop signs installed at the intersection of 7th Street and "D" Street. One on the Northwest corner and one on the Southeast corner to convert the intersection to a 4-way stop controlled intersection.
3. Following the installation of the two (2) stop signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to stop.
4. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 12th day of April, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 06-2022

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MADRAS, OREGON, APPROVING ISSUANCE OF REVENUE REFUNDING BONDS, SERIES 2022 (ST. CHARLES HEALTH SYSTEM) BY THE HOSPITAL FACILITY AUTHORITY OF DESCHUTES COUNTY, OREGON, AND APPROVING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Common Council of the City of Madras, Oregon ("City") acknowledges that The Hospital Facility Authority of Deschutes County, Oregon ("Authority") has received a request from St. Charles Health System, Inc., a nonprofit corporation organized and existing under the laws of the State of Oregon ("Borrower") to issue Revenue Refunding Bonds, Series 2022 (St. Charles Health System), in one or more series (the "2022 Bonds"), in an aggregate principal amount not to exceed \$80,000,000; and

WHEREAS, the proceeds of the 2022 Bonds are expected to be used for the purpose of refunding all or a portion of the Authority's Revenue Bonds, Series 2014 (the "2014 Bonds") which were previously issued to finance, in part, the costs of capital construction, improvements, renovations, and equipment at St. Charles Madras and its outpatient clinic facilities (collectively, the "Madras Project") located within the boundaries of the City, with the remaining proceeds of the previously issued 2014 Bonds used to finance assets located elsewhere in the State of Oregon, to reimburse the Borrower for costs incurred related to the project and to pay certain costs of issuance of the 2014 Bonds; and

WHEREAS, the principal of and interest on the 2022 Bonds will not constitute a debt of the City nor shall the 2022 Bonds be payable from a tax of any nature levied upon any property within the City nor any other political subdivision of the State of Oregon. The 2022 Bonds will be payable only from the revenues and resources provided by the Borrower; and

WHEREAS, the Internal Revenue Code of 1986 (the "Code") authorizes the issuance of revenue bonds for a "qualified 501(c)(3) entity," such as the Borrower; and

WHEREAS, Section 147(f) of the Code requires that qualified 501(c)(3) bonds be approved by the applicable elected representatives of the governmental unit having jurisdiction over the area in which the projects are located and the Common Council of the City are the applicable elected representatives of the governmental unit having jurisdiction over the portion of the Madras Project being refinanced with the proceeds of the 2022 Bonds; and

WHEREAS, on the date of this Resolution, the Common Council conducted a public hearing, adequate notice of this hearing having been published pursuant to Section 147(f) of the Code, to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the 2022 Bonds and the uses and purposes of the proceeds of the 2022 Bonds; and

WHEREAS, the Authority is expected to conduct a public hearing regarding the issuance of the 2022 Bonds and consider a Resolution authorizing the execution and delivery of an Intergovernmental Agreement ("Intergovernmental Agreement"), in substantially the form attached hereto as Exhibit "A," between the Authority, the City, and the City of Prineville, Oregon, pursuant to ORS 190.010 which designates the Authority as the issuer of the 2022 Bonds. Such Intergovernmental Agreement will help provide cost savings to the nonprofit healthcare facilities of the Borrower; and

WHEREAS, the City Council of the City of Prineville, Oregon, as the governmental unit having jurisdiction over the area in which a portion of the projects to be refinanced with the proceeds of the 2022 Bonds is located, is expected to conduct a public hearing and adopt a Resolution approving the issuance of the 2022 Bonds by the Authority for projects located in its jurisdiction and authorizing the execution and delivery of the Intergovernmental Agreement; and

WHEREAS, the Board of County Commissioners of Deschutes County, as the governmental unit having jurisdiction over the Authority and having jurisdiction over the area in which a portion of the projects to be refinanced with the proceeds of the 2022 Bonds are located, is expected to adopt a Resolution approving the issuance of the 2022 Bonds by the Authority; and

WHEREAS, the City finds that it would be in the best interest of the City to approve of the issuance of the 2022 Bonds by the Authority pursuant to the requirements of Section 147(f) of the Code.

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

SECTION 1: AUTHORIZATION OF THE ISSUANCE OF THE 2022 BONDS BY THE AUTHORITY.

As the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Madras Project is located, and having concluded that a public hearing was validly held to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the 2022 Bonds and the uses and purposes of the proceeds of the 2022 Bonds, the Common Council approves of the issuance of the 2022 Bonds by the Authority.

SECTION 2: AUTHORIZATION OF THE EXECUTION AND DELIVERY OF THE INTERGOVERNMENTAL AGREEMENT.

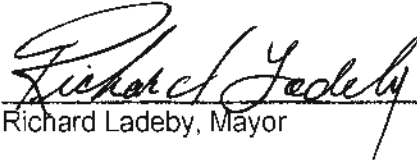
The City authorizes the execution and delivery of the Intergovernmental Agreement and any other action necessary in connection with the 2022 Bonds. The Intergovernmental Agreement shall be executed by the Mayor, the City Manager, or their designee, for and on behalf of the City.

SECTION 3: EFFECTIVE DATE OF RESOLUTION.

This resolution shall become effective immediately upon its passage by the Council and approval of the Mayor.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor this 26th day of April, 2022.

Ayes:	<u>5</u>
Nays:	<u>0</u>
Abstentions:	<u>0</u>
Absences:	<u>1</u>
Vacancies	<u>0</u>


Richard Ladeby, Mayor

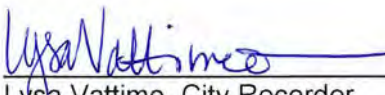
ATTEST:

Lysa Vattimo, City Recorder

EXHIBIT "A"
Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT IS BETWEEN THE HOSPITAL FACILITY AUTHORITY OF DESCHUTES COUNTY, OREGON, THE CITY OF MADRAS, OREGON, AND THE CITY OF PRINEVILLE, OREGON, RELATING TO THE ISSUANCE BY THE HOSPITAL FACILITY AUTHORITY OF DESCHUTES COUNTY, OREGON OF REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES.

This Intergovernmental Cooperation Agreement, dated as of May 1, 2022 (the “Agreement”) is made and entered into between The Hospital Facility Authority of Deschutes County, Oregon (the “Authority”), the City of Madras, Oregon (“Madras”), and the City of Prineville, Oregon (“Prineville”) (Madras and Prineville are together referred to as the “Cities”), for the benefit of healthcare facilities located in Deschutes County, Oregon, Madras, and Prineville that are owned and operated by St. Charles Health System, Inc., a private, nonprofit corporation organized and existing under the laws of the State of Oregon (the “Borrower”). The Authority proposes the issuance of revenue refunding bonds, in one or more series, in an aggregate principal amount not to exceed \$80,000,000 (the “Bonds”) to refinance certain previous capital construction, acquisition, development, improvement, renovation and equipping at the borrower’s healthcare facilities as follows (collectively, the “Projects”): (i) previous construction of a new hospital facility in Prineville, approximately 60,000 square feet in size, with inpatient beds and outpatient services, including without limitation, primary care, lab, radiology and imaging, emergency and physical therapy, as well as renovations and improvements at existing hospital and outpatient clinic facilities owned by the Borrower in Prineville; (ii) previous capital additions and improvements to existing hospital and outpatient clinic facilities owned by the Borrower in Madras; (iii) previous capital additions and improvements to the existing hospital, including without limitation, a new integrated Cancer Center building, patient tower remodel, and outpatient clinic facilities owned by the Borrower in the City of Bend, Oregon; and (iv) previous capital additions and improvements to the existing hospital and outpatient facilities owned by the Borrower in the City of Redmond, Oregon. Proceeds of the Bonds will also be used to reimburse the Borrower for costs incurred related to the Projects and to pay financing and legal costs relating to the Bonds, including funding one or more debt service reserve funds, if necessary.

RECITALS

A. The Authority and the Cities desire to enter into this Agreement to provide economies of scale and cost savings to the nonprofit health facilities in their respective communities and hereby agree that the Authority shall act as the issuer of the Bonds for the refinancing of the Projects.

B. The Authority and the Cities acknowledge that they have authority to execute and deliver this Agreement pursuant to ORS 190.010 and ORS 441.575.

C. Projects refinanced with proceeds from the Bonds are primarily located at the following addresses:

St. Charles Prineville
384 SE Combs Flat Road
Prineville, OR 97754

St. Charles Madras
470 NE A St.
Madras, OR 97741

St. Charles Bend
2500 NE Neff Road
Bend, OR 97701

St. Charles Redmond
1253 NW Canal Blvd.
Redmond, OR 97756

NOW, THEREFORE, it is agreed by and between the Authority and the Cities, as follows:

1. Issuance by Authority. Pursuant to ORS 441.550(6) and 441.555 which provide that an authority may issue revenue bonds to accomplish its purposes and ORS 190.010 which provides that units of local government (including any authority, city or county) may enter into intergovernmental agreements and may agree to designate one of the parties to an intergovernmental agreement to perform any or all functions and activities that a party to the agreement has the authority to perform, the Authority and the Cities agree that the Authority will be the issuer of the Bonds for the Projects.

2. Further Authority. This Agreement is executed by the parties hereto to clearly identify the Authority as the issuer of the Bonds for the refinancing of the Projects and to further supplement the existing authority of the Authority to issue the Bonds for the Projects pursuant to ORS 441.550(8) which provides that an Authority has the power to loan money for the construction of and improvements to healthcare facilities and ORS 441.550(2) which provides that an Authority has the power to improve and equip healthcare facilities within or without the corporate limits of the municipality by which it was created.

3. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

4. No Liability on the Bonds. The Cities and the Authority (collectively, the "parties") to this Agreement shall not incur any liability with respect to the Bonds or any related documents or transactions by reason of executing this Agreement, adopting an order, or any other action taken in conjunction with this transaction. The Bonds are special nonrecourse obligations of the Authority payable solely from revenues or resources provided by Borrower or its affiliates and the Authority hereby agrees to cause the Borrower to indemnify the parties to this Agreement against any legal actions and to provide a copy of such indemnification to the Cities.

5. Counterparts. This Agreement may be executed in one or more counterparts each of which shall constitute an original.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Intergovernmental Agreement effective as of the day and year first written above.

**THE HOSPITAL FACILITY AUTHORITY OF
DESCHUTES COUNTY, OREGON**

By: _____
Authorized Representative

Signed as of: May __, 2022

[SIGNATURE PAGES OF THE CITIES FOLLOW]

THE CITY OF MADRAS, OREGON

By: Richard Gadeby

Signed as of: May 10, 2022

[SIGNATURE PAGE OF THE CITY OF PRINEVILLE FOLLOWS]

THE CITY OF PRINEVILLE, OREGON

By: _____

Signed as of: May ____, 2022

RESOLUTION NO. 07-2022

A RESOLUTION AUTHORIZING THE CITY OF MADRAS TO APPLY FOR A PRESERVING OREGON GRANT THROUGH OREGON PARKS AND RECREATION DEPARTMENT FOR THE NORTH HANGAR WINDOW REFURBISHING PROJECT IN THE AMOUNT OF \$60,000.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for their Preserving Oregon Grant; and

WHEREAS, the City of Madras desires to participate in the grant program to the greatest extent possible as a means of refurbishing windows in the North World War II Hangar at the Madras Municipal Airport; and

WHEREAS, this project will replace degraded windows and improve the integrity of the World War II Hangar; and

WHEREAS, the estimated project cost is \$60,000; and

WHEREAS, the City is proposing this project be financed with the Preserving Oregon Grant in the amount of \$20,000 and City of Madras funding in the amount of \$40,000.

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

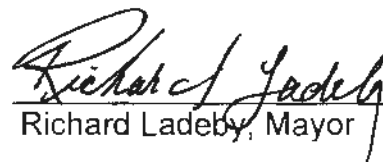
SECTION 1: The City of Madras supports the proposed project and is hereby authorized to apply for Oregon Parks and Recreation Department Preserving Oregon Grant in the amount of \$60,000 for the North Hangar Window Refurbishing Project.


SECTION 2: Mayor Richard Ladeby is hereby empowered to sign the resolution on the City's behalf.

SECTION 3: This resolution shall become effective immediately upon its passage by the Council and execution by the Mayor.

ADOPTED by the Common Council of the City of Madras and by the Mayor this 26th day of April 2022.

Ayes: 5
Nays: 0
Abstentions: 0
Absences: 1
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 08-2022

A RESOLUTION OF CITY OF MADRAS AUTHORIZING AND APPROVING (A) AN EXTENSION TO A CERTAIN LINE OF CREDIT CITY SECURED FROM BANK OF THE CASCADES (NOW OPERATING AS FIRST INTERSTATE BANK), (B) AN ADJUSTMENT TO THE INTEREST RATE ON THE LINE OF CREDIT, AND (C) CERTAIN CITY REPRESENTATIVES TO TAKE ALL NECESSARY ACTIONS AND SIGN ALL NECESSARY DOCUMENTS, CERTIFICATES, INSTRUMENTS, AND/OR AGREEMENTS TO EFFECTUATE THE AFOREMENTIONED.

WHEREAS, on May 26, 2015, City of Madras ("City") adopted Ordinance No. 874 (the "Ordinance"), which Ordinance provided for and authorized the terms under which City obtained a certain Line of Credit (the "Loan") from Bank of the Cascades (now operating as First Interstate Bank ("Bank")) in an initial principal amount of \$500,000.00; and

WHEREAS, the Loan was obtained to facilitate certain redevelopment projects of the Urban Renewal Agency of the City of Madras ("Agency"), acting by and through its Madras Redevelopment Commission ("MRC"); and

WHEREAS, City and Agency are parties to a certain Intergovernmental Agreement – Loan Servicing dated April 14, 2015, as amended, which Agreement concerns the use and repayment of the Loan; and

WHEREAS, by Resolution No. 06-2021, the Madras City Council (the "Council") authorized City to (a) extend the Loan from April 30, 2021 to April 30, 2022, and (b) adjust the interest rate on the Loan from a variable rate based on the prime rate of interest published in the *Wall Street Journal* minus 0.50% to a fixed rate of 2.75%; and (c) confirm the loan amount of \$1,900,000; and

WHEREAS, the Council desires to authorize and approve the following: (a) an extension of the Loan from April 30, 2022 to April 30, 2023; (b) an adjustment of the interest rate on the Loan; (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. 08-2022 (this "Resolution") and related modifications to the Loan, and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and interest rate adjustment (individually and collectively, the "Loan Document(s)"); and (d) certain City representatives to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

NOW, THEREFORE, the City of Madras resolves as follows:

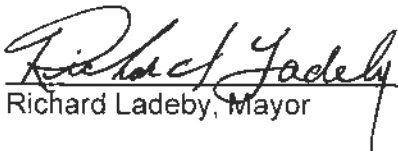
1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Loan Extension; Loan Documents. The Council authorizes and approves the following: (a) the extension of the Loan from April 30, 2022 to April 30, 2023; (b) an adjustment to the interest rate on the Loan from a fixed rate of 2.75% to a fixed rate of 3.0%; (c) City's share of Bank's loan modification fee, if any; and (d) the Loan Documents, provided, however, the Loan Documents will be subject to the review and approval of the city administrator and city attorney. The Council authorizes, approves, and directs Richard Ladeby, as mayor, Gus W. Burril, as city administrator, and their respective designees to take all actions necessary to effectuate the

Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

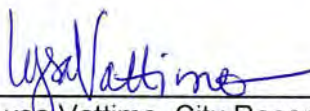
3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Ordinance or Agreement (as applicable). If any section, subsection, sentence, clause, and/or portion of this Resolution 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 will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council for the City of Madras and signed by the mayor this 26th day of April, 2022.

Ayes:	<u>5</u>
Nays:	<u>0</u>
Abstentions:	<u>0</u>
Absences:	<u>1</u>
Vacancies	<u>0</u>


Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

RESOLUTION NO. 09-2022

A RESOLUTION OF CITY OF MADRAS AUTHORIZING AND APPROVING (A) AN EXTENSION TO A CERTAIN LINE OF CREDIT CITY SECURED FROM BANK OF THE CASCADES (NOW OPERATING AS FIRST INTERSTATE BANK) FOR THE MADRAS HOUSING URBAN RENEWAL DISTRICT, (B) AN ADJUSTMENT TO THE INTEREST RATE ON THE LINE OF CREDIT, AND (C) CERTAIN CITY REPRESENTATIVES TO TAKE ALL NECESSARY ACTIONS AND SIGN ALL NECESSARY DOCUMENTS, CERTIFICATES, INSTRUMENTS, AND/OR AGREEMENTS TO EFFECTUATE THE AFOREMENTIONED.

WHEREAS, by Resolution No. 27-2020, the Madras City Council (“Council”) authorized City of Madras (“City”) to secure a certain line of credit (the “Loan”) from First Interstate Bank (“Bank”) on behalf of the Urban Renewal Agency of the City of Madras (“Agency”), acting by and through its Madras Redevelopment Commission, for the Madras Housing and Urban Renewal District; and

WHEREAS, City and Agency are parties to a certain Intergovernmental Agreement – Loan Servicing dated March 10, 2020, as amended (the “Agreement”), which Agreement concerns, among other things, the terms and conditions under which City may secure the Loan from Bank to facilitate certain Agency redevelopment projects in the Madras Housing Urban Renewal District; and

WHEREAS, by Resolution No. 07-2021, the Council authorized City to (a) extend the Loan from April 30, 2021 to April 30, 2022, and (b) adjust the interest rate on the Loan from a variable rate to a fixed rate of 2.75%; and increase the amount to \$1,000,000; and

WHEREAS, the Council desires to authorize and approve the following: (a) an extension of the Loan from April 30, 2022 to April 30, 2023; (b) an adjustment of the interest rate on the Loan; (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. 09-2022 (this “Resolution”) and related modifications to the Loan, and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and interest rate adjustment (individually and collectively, the “Loan Document(s)"); and (d) certain City representatives to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

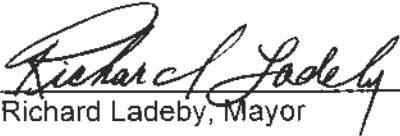
NOW, THEREFORE, the City of Madras resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Loan Extension; Loan Documents. The Council authorizes and approves the following: (a) the extension of the Loan from April 30, 2022 to April 30, 2023; (b) an adjustment to the interest rate on the Loan from a fixed rate of 2.75% to a fixed rate of 3.0%; (c) City’s share of Bank’s loan modification fee, if any; and (d) the Loan Documents, provided, however, the Loan Documents will be subject to the review and approval of the city administrator and city attorney. The Council authorizes, approves, and directs Richard Ladeby, as mayor, Gus W. Burril, as city administrator, and their respective designees to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

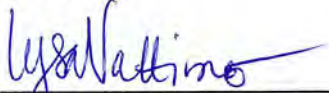
3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Agreement. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, 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 will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council for the City of Madras and signed by the mayor this 26th day of April, 2022.

Ayes:	<u>5</u>
Nays:	<u>0</u>
Abstentions:	<u>0</u>
Absences:	<u>1</u>
Vacancies	<u>0</u>


Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

RESOLUTION NO. 10-2022

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO STOP SIGNS AT THE INTERSECTION OF 10TH STREET AND "E" STREET TO CONVERT THE INTERSECTION TO A 3-WAY STOP CONTROLLED INTERSECTION.

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

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

WHEREAS, Public Works received requests from 509-J to convert the intersection of 10th and "E" Street into a three-way stop to aid with traffic control near the school; and

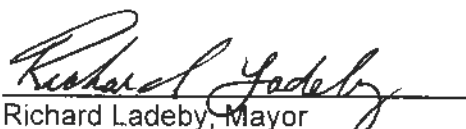
WHEREAS, City staff is recommending the installation of two (2) additional stop signs at the intersection of 10th Street and E Street to convert the intersection to a 3-way stopped controlled intersection.


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

1. The above stated findings contained in this Resolution No. 10-2022 (this "Resolution") are hereby adopted.
2. There shall be (2) two additional stop signs installed at the intersection of 10th Street and "E" Street. One on the northbound lane of 10th Street and one on the southbound lane of 10th Street to convert the intersection to a 3-way stop controlled intersection.
3. Following the installation of the two (2) stop signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to stop.
4. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 24th day of May, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 11-2022

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2021-2022.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2021-2022 that were authorized by the City Council pursuant to Resolution 12-2021; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2021-22 appropriations to be in compliance with Oregon Budget Law;

WHEREAS, for purposes of this resolution recognizing unanticipated revenues; an adjustment that includes a transfer of appropriation from contingency of greater than 15%; an increase of appropriation of greater than 10%; a notice of a supplemental budget hearing was posted in the Madras Pioneer on May 18, 2022 to be in accordance with ORS 294.471 (3) (b);

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2021-2022 City Budget;

SECTION 2: The Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City:

	Adopted Budget	Increase	Decrease	Revised Budget
General Fund – Police Department	8,506,697			8,506,697
Multiple	491,119	625,881		1,117,000
Transfers Out				
101-109-590-1010	1,191,338		625,881	565,457
Contingency				

REASON: Allocate ARPA funds to Transportation Operations Fund for J Street Bridge/Willow Creek project. Increase transfers to the Tourism/Economic Development Fund and Parks Fund due to additional expected property tax and motel tax revenues.

	Adopted Budget	Increase	Decrease	Revised Budget
Airport Operations	1,864,090			2,295,090
509-010-301-0101	536,655	193,000		729,655
Beginning Capital				
509-090-345-4117	183,527	32,000		215,527
Revenues from Other Agencies				
509-090-370-7201	400,000	206,000		606,000
Charges for Current Services				
509-090-520-1006	1,027,326	318,000		1,345,326
Materials & Services				
509-090-540-1013	261,000	113,000		374,000
Capital Outlay				

REASON: Recognize additional Beginning Capital, FAA operations grant and Aviation Fuel Sales to cover costs of aviation fuel purchases due to rising fuel prices and increased demand. Allocate resources for furnace and fire suppression system repairs in AeroAir hangar building.

	Adopted Budget	Increase	Decrease	Revised Budget
Community Development Fund	564,081			564,081
505-505-590-1010	60,000		15,000	45,000
Contingency				
505-505-520-2503	187,968	10,000		197,968
Materials & Services				
505-505-510-1001	292,456	5,000		297,456
Personnel Services				

REASON: Utilize Contingency for Personnel Services and Materials & Services (Professional Services) that were underestimated for the year.

	Adopted Budget	Increase	Decrease	Revised Budget
Wastewater Operations Fund	8,166,179			8,166,179
503-030-550-1210	623,324	54,681		678,005
Transfers Out				
503-030-590-1010	75,000		54,681	20,319
Contingency				

REASON: Transfer out for Debt Reserve Requirements related to recent DEQ Loans funding sewer projects.

	Adopted Budget	Increase	Decrease	Revised Budget
Debt Reserve Fund	474,583			529,264
Multiple	31,754	54,681		86,354
Reserve for Future Expenditures 308-080-390-9304	474,583	54,681		529,264
Transfers In				

REASON: Transfer In from Wastewater Operations for Debt Reserve Requirements related to recent DEQ Loans funding sewer projects.

	Adopted Budget	Increase	Decrease	Revised Budget
Tourism/Economic Development Fund	519,130			730,011
207-070-390-9606	234,500	25,881		260,381
Transfers In				
207-207-590-1010	132,100	25,881		157,981
Contingency				
Multiple	15,900	185,000		200,900
Special Payments				
Multiple	0	185,000		185,000
Shared Revenues				

REASON: Receive additional estimated Motel Tax Receipts from General Fund.

	Adopted Budget	Increase	Decrease	Revised Budget
Transportation Operations Fund	5,830,537			6,465,537
204-040-590-1010	203,500	635,000		838,500
Operating Contingency				
204-040-390-9600	300,000	635,000		935,000
Transfers In				

REASON: Transfer ARPA funds in for allowable costs related to J Street/Willow Creek Bridge project. Transfer in from MRC for South Y Sign rehab.

	Adopted Budget	Increase	Decrease	Revised Budget
ISF Building Fund	986,221			986,221
804-101-550-1027	9,713	232,130		241,843
Transfers Out				
804-101-580-6001	232,130		232,130	0
Reserve for Future Expenditures				

REASON: Decrease Reserves in ISF Building Fund to allow those same reserve funds to be transferred to ISF Central Services where they will be budgeted going forward. The ISF Building Fund will be discontinued as of 6/30/2022.

	Adopted Budget	Increase	Decrease	Revised Budget
ISF Public Works Staff Fund	3,132,617			3,132,617
Multiple	1,584,620		130,000	1,454,620
Personnel Services				
Multiple	606,226	130,000		736,226
Materials & Services				

REASON: Due to full-time employee staffing changes, there are more expenditures under Contract Services and Personnel Services to support current operation during the transition period.

	Adopted Budget	Increase	Decrease	Revised Budget
ISF Central Services Fund	1,857,218			2,089,348
802-101-390-9505	0	232,130		232,130
Transfers In				
802-101-580-6001	0	232,130		232,130
Reserve for Future Expenditures				

REASON: Transfer from ISF-Building Fund.

	Adopted Budget	Increase	Decrease	Revised Budget
ISF Information Technology Fund	439,665			439,665
801-101-540-1100	92,636		25,000	67,636
Capital Outlay				
Multiple	307,029	25,000		332,029
Materials & Services				

REASON: True up estimated year-end budgeted expenditures.

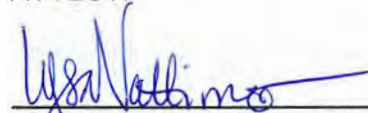
SECTION 3: This resolution shall become effective on May 24, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 24th day of May, 2022.

Ayes: 6
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 0


 Richard Ladeby, Mayor

ATTEST:


 Lysa Vattimo, City Recorder

RESOLUTION NO. 12-2022

A RESOLUTION OF CITY OF MADRAS APPROVING THE JEFFERSON COUNTY ROAD AGENCY INTERGOVERNMENTAL AGREEMENT.

WHEREAS, Jefferson County (“County”) and Canyon View Special Road District (“District”) intend to enter into that certain Intergovernmental Agreement Creating Jefferson County Road Agency attached hereto as Exhibit A (the “Agreement”), which Agreement is intended to create an intergovernmental entity to be named “Jefferson County Road Agency” (“Agency”); and

WHEREAS, County and District desire to form Agency to receive and distribute US Forest Service Secure Rural Schools funds for road construction in Jefferson County, Oregon; and

WHEREAS, ORS 190.083(1) requires that County obtain approval of the Agreement’s terms and conditions from the governing bodies of a majority of cities within County; and

WHEREAS, City of Madras (“City”) is (a) a city within County, and (b) desirous of supporting Agency and its purposes.

NOW, THEREFORE, BE IT RESOLVED, that City of Madras resolves as follows:


1. Findings. The above-stated findings contained in this Resolution No. 12-2022 (this “Resolution”) are hereby adopted.

2. Agreement Approval; Agency Support. In accordance with ORS 190.083(1), City (a) “approves” the terms and conditions contained in the Agreement, and (b) supports Agency’s formation and purposes. City’s approval of the terms and conditions is solely for purposes of ORS 190.083(1) and for no other purposes. City expresses no opinion concerning the sufficiency or adequacy of the terms and conditions.

3. Miscellaneous. All pronouns contained in this Resolution 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 provisions of this Resolution are hereby declared 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 council to cure editorial and/or clerical errors. This Resolution supersedes any conflicting provisions of any resolutions adopted prior to this Resolution. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the mayor this 9th day of June, 2022.

Ayes: 4
Nays: 0
Abstentions: 0
Absences: 2
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

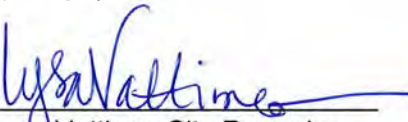

Lysa Vattimo, City Recorder

Exhibit A
Intergovernmental Agreement

[attached]

**INTERGOVERNMENTAL AGREEMENT
CREATING JEFFERSON COUNTY ROAD AGENCY**

This Intergovernmental Agreement creating Jefferson County Road Agency (this "Agreement") effective _____ (the "Effective Date"), and is entered into between Jefferson County ("County"), a political subdivision of the State of Oregon, whose address is 66 SE D Street, Suite A, Madras, Oregon 97741, and the Canyon View Special Road District, an Oregon special district located in Madras, Oregon 97741. Each of the parties hereto is referred to herein individually as a "Party" and collectively "Parties."

RECITALS:

A. The Parties desire to form an intergovernmental entity to be named the Jefferson County Road Agency (the "Agency"). Agency will be formed to receive and distribute certain road funds.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

C. The Parties are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.265.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Agency.

1.1 Creation. Pursuant to this Agreement, the Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

1.2 Purpose. Agency's purposes include receiving and distributing U.S. Forest Service Secure Rural Schools ("SRS") funds for road construction in Jefferson County, Oregon, and all other necessary or appropriate functions related thereto.

1.3 Responsibilities and General Powers.

1.3.1 Agency will have responsibility and authority to receive and distribute County's apportionment of SRS road funds for road construction, including functions related

thereto, within the boundaries of County, and subject to the terms of this Agreement and/or ORS chapter 190, perform such other functions as may be assigned by the Parties from time to time.

1.3.2 Agency shall have the power to adopt, through action of its Board of Directors (the "Board"), such bylaws, rules, regulations, and policies necessary to further the purposes of Agency and/or this Agreement.

1.3.3 Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the Parties and ORS chapter 190. For purposes of this Agreement, the term "Law(s)" means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or Agency's purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

1.4 Offices. The offices of Agency shall be located at the Jefferson County Administration Building, 66 SE D Street, Suite A, Madras, Oregon 97741.

1.5 Governing Body. The Board, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern.

Section 2. Board of Directors.

2.1 Membership. Agency shall be governed by the Board consisting of the commissioners serving on the Jefferson County Board of Commissioners.

2.2 Authority.

2.2.1 The Board shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run. The bylaws may be amended from time to time by the Board.
- b. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.
- c. Enter into contracts for goods and services for Agency's development and operations.
- d. Review and approve the Agency's budget pursuant to Oregon Local Budget Law, when applicable.
- e. Appoint advisory boards to consider any issue before it, if it so desires.
- f. Establish the Agency mission and goals.
- g. Recommend and monitor expenditures consistent with the manner and restrictions of ORS 368.705-368.722.

2.2.2 The Board shall not have authority to do the following:

- a. Commit the taxing authority or general funds of any Party.
- b. Expend funds in excess of the SRS funding received by the Agency.

2.3 Meetings. Regular meetings of the Board shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the chairperson as needed or desired. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Half plus one of the members of Board shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

Section 3. Budget; Funding; Costs; Revenue.

3.1 Budget. Agency, through County, shall prepare the annual operating budget of the Agency. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than May of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall consider and adopt the budget on behalf of the Agency. If there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable budget policies and Oregon Local Budget Law.

3.2 Funding. The Agency will receive funds under ORS 293.560 apportioned to the County road fund. County will request that the Oregon Department of Administrative Services credit the moneys described in ORS 294.060(1) to the Agency pursuant to ORS 294.060(8).

3.3 Expenses. County will be responsible for providing all funds necessary to pay for Agency's costs, expenses, obligations, and/or liabilities. Notwithstanding anything contained in this Agreement to the contrary, District will not be responsible for (and will not pay) any funds for Agency's costs, expenses, obligations, and/or liabilities.

3.4 Revenue. Revenue or fees derived from the functions or activities of the Agency will be apportioned to County.

Section 4. Term, Termination and Amendment.

4.1 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 June 30, 2024 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this

Agreement. Commencing on or about July 1, 2023 and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' mutual written agreement.

4.2 Termination. Notwithstanding anything contained in this Agreement to the contrary, (a) the Parties may terminate this Agreement and dissolve the Agency by the Parties' unanimous written agreement, (b) upon expiration of the Initial Term, either Party may terminate this Agreement by providing the other Party no less than one hundred eighty (180) days' prior written notice (provided, however, termination under this Section 4.2(b) will not take effect between February 1 and June 30 of any fiscal year), and (c) either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches and/or otherwise fails to perform the other Party's obligations under this Agreement.

Section 5. Additional Parties. Subject to the Laws, including, without limitation, ORS chapter 190, additional governmental entities may be allowed to join the Agency subject to approval by the governing bodies of all Parties.

Section 6. Insurance; Liability; Indemnification; Relationship.

6.1 Insurance. Agency will obtain and maintain adequate insurance to cover Agency's operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Parties, will list each Party (and each Party's Representatives (as defined below)) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Parties may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300). For purposes of this Agreement, the term "Representative(s)" means the identified Party's officers, employees, contractors, agents, and volunteers.

6.2 Liability. Except as otherwise provided under Section 6.3, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

6.3 Agency and County Indemnification. To the fullest extent permitted under applicable law, Agency and County each jointly and severally release and will defend, indemnify, and hold District and District's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Agency's formation and operations and/or County's breach and/or failure to perform County's representations, warranties, covenants, and/or obligations under this Agreement.

6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (and/or the Board) will not have the authority to bind and/or encumber a Party in any manner except as agreed in writing by the Party.

Section 7. Withdrawal. Any Party may elect to terminate its participation in this Agreement (and the Agency) (i.e., withdrawal) by providing no less than one hundred twenty (120) days' prior written notice to the Board chairperson and the governing body of the other Party. Withdrawal will be effective at 11:59 PM of the April 30 that is no less than one hundred twenty (120) days after the date of such notice.

Section 8. Dissolution. Upon dissolution of Agency, County shall remain solely liable for any Agency obligation that has been specifically incurred in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to Jefferson County.

Section 9. General Provisions.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective

administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a 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 Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. 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. Each Party is responsible for its own attorney fees,

paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.5 Debts, Liabilities and Obligations. All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those Parties and shall not become debts liabilities and obligations of the other parties or of the Agency. All debts, liabilities and obligations incurred by or on behalf of the Agency shall remain debts, liabilities and obligations of the Agency.

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

COUNTY:

Jefferson County Board of Commissioners

Wayne Fording, Chair

Mae Huston, Commissioner

Kelly Simmelink, Commissioner

Date: _____

DISTRICT:

Jeff Hurd, President

Date: _____

GOVERNMENT OBLIGATION CONTRACT**Obligor**

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

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of June 1, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (g) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (l) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (m) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (n) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to

delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Appropriation of Money

Section 4.01 Appropriation. Obligor shall be obligated to appropriate sufficient money to make all the Contract Payments for the Original Term and each successive Renewal Term as each Contract Payment comes due. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred as set forth under Section IX below. This Contract represents a binding and enforceable promise to pay in accordance with the terms herein by the Obligor.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the Contract Term to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees to a location specified by Obligees. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Default. If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Madras, Oregon

KS StateBank



Signature

Richard Ladeby, Mayor

Printed Name and Title

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Elgin Broom Bear Street Sweeper

Physical Address of Equipment after Delivery : 216 NW B St., Madras, OR 97741

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

Date of First Payment: June 1, 2023
 Original Balance: \$337,817.05
 Total Number of Payments: Four (4)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Jun-23	\$93,685.95	\$14,467.51	\$79,218.44	\$263,934.81
2	01-Jun-24	\$93,685.95	\$11,074.86	\$82,611.09	\$178,721.17
3	01-Jun-25	\$93,685.95	\$7,536.92	\$86,149.03	\$90,772.17
4	01-Jun-26	\$93,685.95	\$3,847.46	\$89,838.49	\$0.00

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

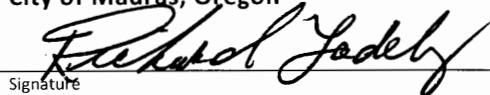
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

Printed Name and Title

RESOLUTION NO. 13-2022

A RESOLUTION AUTHORIZING THE GOVERNMENT OBLIGATION CONTRACT BETWEEN KS STATE BANK AND THE CITY OF MADRAS.

WHEREAS, on May 16, 2022 the City Council of the City of Madras (the "Council") approved the Public Works Department to purchase an Elgin Broom Bear Sweeper; and

WHEREAS, the City of Madras (the "City") has determined that the contract, substantially in the form presented to this meeting is in the best interest of the City for the acquisition of the Elgin Broom Bear Sweeper; and

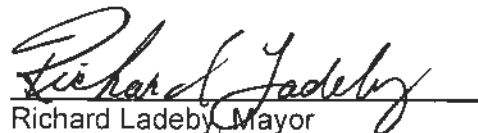
WHEREAS, the City of Madras has determined that a true and very real need exists for the acquisition of the Elgin Broom Bear as of the Government Obligation Contract dated June 14, 2022 between the City of Madras and KS State Bank.

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

1. The above stated findings contained in this Resolution No. 13-2022 (this "Resolution") are hereby adopted.
2. The City of Madras has determined that the contract, substantially in the form presented, is in the best interest of the City for the acquisition of the Elgin Broom Bear Sweeper, and the City hereby approves entering into the contact and authorize the Mayor and staff to execute and deliver the contract.
3. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 14th day of June, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

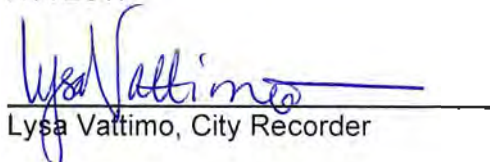

Lysa Vattimo, City Recorder

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

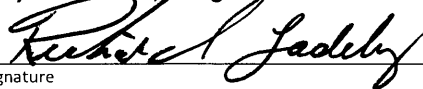
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dyordy@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

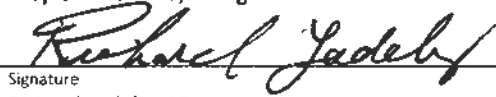
Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Madras, Oregon.

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor



Signature

Kristal Hughes, Finance Director

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Owen Equipment
Equipment: Elgin Broom Bear Sweeper
Cost of Equipment: \$337,817.05

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

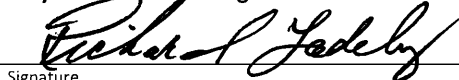
RE: Government Obligation Contract dated as of June 1, 2022, between KS StateBank (Obligee) and City of Madras, Oregon (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of Madras, Oregon



Signature

Richard Ladeby, Mayor

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
City of Madras, Oregon	KS StateBank
125 Southwest E Street	1010 Westloop, P.O. Box 69
Madras, Oregon 97741	Manhattan, Kansas 66505-0069

1. **Equipment Description**
 - ◆ One (1) Elgin Broom Bear Street Sweeper
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
 - ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.
3. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$337,817.05.
4. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
 - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: dyordy@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Madras, Oregon

Insurance Company: Payne West Insurance

Agent's Name: Mandy Gunn

Telephone #: (541) 325-7247

Fax #: (541) 475-6842

Address: 212 SW 4th Street, Suite 308

City, State Zip: Madras, Oregon 97741

Email: mgunn@paynewest.com

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Madras, Oregon	2 Issuer's employer identification number (EIN) 93-6002202	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 125 Southwest E Street	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Madras, Oregon 97741	7 Date of issue 06/01/2022	
8 Name of issue Government Obligation Contract	9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Kristal Hughes, Finance Director	10b Telephone number of officer or other employee shown on 10a (541) 475-2344	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe One (1) Elgin Broom Bear Street Sweeper	18	341,195 22
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2026	\$ 341,195.22	\$ 337,817.05	2.552 years	4.238 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	341,195	22
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	3,378	17
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	3,378	17
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	337,817	05

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool bond ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool bond ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; text-align: center;">35</td> <td style="width:20%;"></td> <td style="width:20%;"></td> <td style="width:20%;"></td> </tr> <tr> <td style="text-align: center;">36a</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">37</td> <td></td> <td></td> <td></td> </tr> </table>	35				36a				37			
35													
36a													
37													

Signature and Consent	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p> <p style="text-align: center;"> June 14, 2022 </p> <p style="text-align: center;"> Signature of issuer's authorized representative Date </p> <p style="text-align: right;"> Richard Ladeby, Mayor <small>Type or print name and title</small> </p>				
Paid Preparer Use Only	<p>Print/Type preparer's name H. Evan Howe</p>	<p>Preparer's signature </p> <p style="font-size: 0.8em;">H. Evan Howe 2022.06.01 08:31: 43-05'00'</p>	<p>Date 05/23/2022</p>	<p>Check <input type="checkbox"/> if self-employed</p>	<p>PTIN P01438994</p>
	<p>Firm's Name ▶ Baystone Financial LLC</p>		<p>Firm's EIN ▶ 48-1223987</p>		
	<p>Firm's Address ▶ 10601 Mission Road, Suite 200, Leawood, KS 66206</p>		<p>Phone no. (800) 752-3562</p>		

RESOLUTION NO. 14-2022

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2021-2022.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2021-2022 that were authorized by the City Council pursuant to Resolution 12-2021; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2021-22 appropriations to be in compliance with Oregon Budget Law; and

WHEREAS, for purposes of this resolution recognizing unanticipated revenues; an adjustment that includes a transfer of appropriation from contingency of greater than 15%; an increase of appropriation of greater than 10%; a notice of a supplemental budget hearing was posted in the Madras Pioneer on June 8, 2022 to be in accordance with ORS 294.471 (3) (b).

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2021-2022 City Budget;

SECTION 2: The Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City:

	Adopted Budget	Increase	Decrease	Revised Budget
Airport Operations	2,295,090			2,395,090
509-090-370-7201	606,000	100,000		706,000
Charges for Current Services				
509-090-520-1006	1,345,326	100,000		1,445,326

Materials & Services

REASON: Recognize Aviation Fuel Sales to cover costs of aviation fuel purchases due to rising fuel prices and increased demand.

	Adopted Budget	Increase	Decrease	Revised Budget
Community Development Fund	564,081			564,081
505-505-590-1010	45,000		20,000	25,000
Contingency				
505-505-520-2503	197,968	20,000		217,968

Materials & Services

REASON: Utilize Contingency for Materials & Services (Professional Services) that were underestimated for the year.

	Adopted Budget	Increase	Decrease	Revised Budget
Parks and Golf Course Fund	1,805,227			1,805,227
206-208-540-1307	90,000		25,000	65,000
Capital Outlay – Golf Course				
206-208-520-2702	462,824	25,000		487,824
Materials & Services – Golf Course				
REASON:	Transfer Capital Outlay to Materials & Services for expenditures.			

	Adopted Budget	Increase	Decrease	Revised Budget
ISF Central Services Fund	2,089,348			2,089,348
802-101-390-9505	50,000		15,000	35,000
Contingency				
802-101-510-1001	1,043,205	15,000		1,058,205
Personnel Services				
REASON:	Transfer from Contingency to Personnel Services.			

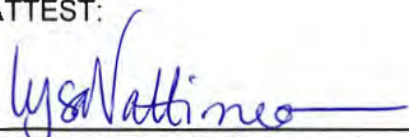
	Adopted Budget	Increase	Decrease	Revised Budget
ISF Information Technology Fund	439,665			439,665
801-101-540-1100	67,636		10,000	57,636
Capital Outlay				
801-101-520-4004	332,029	10,000		342,029
Materials & Services				
REASON:	True up estimated year-end budgeted expenditures.			

SECTION 3: This resolution shall become effective on June 14, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 14th day of June, 2022.

Ayes: 6
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 0


 Richard Ladeby, Mayor

ATTEST:

 Lysa Vattimo, City Recorder

RESOLUTION NO. 15-2022

A RESOLUTION OF THE CITY OF MADRAS DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES.

WHEREAS, the City of Madras is allowed to receive a share of certain revenues from the State of Oregon under ORS 221.770; and

WHEREAS, the City has held a public hearing to receive citizen comments and has the need for and desire to receive said revenues.

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

SECTION 1: Pursuant to ORS 221.770, the City hereby elects to receive State revenues for fiscal year 2022-23.

SECTION 2: This resolution shall become effective on July 1, 2022.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor on this 14th day of June, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on April 19, 2022 and a public hearing before the City Council was held on June 14, 2022 giving citizens an opportunity to comment on use of State Revenue Sharing.


Gus Burriel, City Administrator

RESOLUTION NO. 16-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN LOAN DOCUMENTS BETWEEN THE CITY OF MADRAS AND THE DEPARTMENT OF ENVIRONMENTAL QUALITY, CLEAN WATER STATE REVOLVING FUND PLEDGING THE BORROWER'S FULL FAITH AND CREDIT TO RECEIVE A LOAN IN THE AMOUNT OF \$1,000,000 FOR SEWER EXTENSION AT THE MOUNTAIN VIEW AND SKY RIDGE SUBDIVISIONS.

WHEREAS, the City of Madras wishes to obtain a loan from the Department of Environmental Quality (DEQ) for the Mountain View and Sky Ridge Subdivision Sewer Project, which will consist of constructing wastewater infrastructure extending an 8-inch sewer line through Mountain View Subdivision and Sky Ridge Subdivision that will serve current residents and new development in both subdivisions; and

WHEREAS, DEQ has offered the City of Madras funds totaling \$1,000,000 for the completion of this project of which \$500,000 will be in the form of a loan and 50% or \$500,000 whichever is less, will be principal forgiveness; and

WHEREAS, the \$1,000,000 loan will be for a term of 30 years at an interest rate of 0.96% with an annual fee of 0.5%.

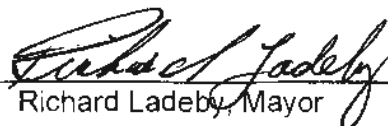
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Madras as follows:

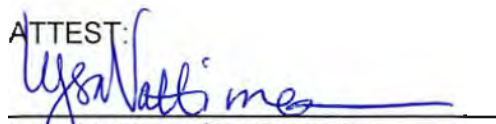
SECTION 1: The Mayor is hereby authorized to sign loan documents from the Department of Environmental Quality for Clean Water State Revolving Fund pledging the City of Madras full faith and credit for Loan No. R62375 in the amount of \$1,000,000.

SECTION 2: This resolution shall become effective immediately upon its passage by the Council and signing by the Mayor.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor this 14th day of June, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the common Council of the City of Madras hereby adopts the budget for fiscal year 2022-2023 in the total amount of \$44,795,156. This budget is now on file at 125 SW E Street in Madras, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED that the amounts shown below are hereby appropriated for for the fiscal year beginning July 1, 2022, and for the purposes:

<u>General Fund</u>	2022-2023 Adopted Budget	
Police Department:		
Personnel Services	\$ 1,843,769	
Materials & Services	831,595	
Capital Outlay	72,737	
Subtotal Police Department		2,748,101
Non-Departmental:		
Materials & Services	75,000	
Capital Outlay	2,227,000	
Special Payments	330,000	
Interfund Transfers	1,713,238	
Operating Contingency	50,000	
Subtotal Non-Departmental		4,395,238
Total General Fund Appropriation	\$ 7,143,339	
 <u>Tourism/Economic Development Fund</u>		
Materials & Services		217,450
Special Payments		470,500
Interfund Transfers		55,000
Operating Contingency		115,250
Total Tourism/Economic Development Fund Appropriation	\$ 858,200	
 <u>Transportation Operations Fund</u>		
Materials & Services		1,185,251
Capital Outlay		5,800,000
Special Payments		150,000
Debt Service		203,500
Operating Contingency		75,000
Total Transportation Operations Fund Appropriation	\$ 7,413,751	

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

SDC Street Improvement fund

Interfund Transfers	278,500
Operating Contingency	320,000

Total SDC Street Improvement Fund Appropriation **\$ 598,500**

SDC Storm Water Improvement Fund

Operating Contingency	50,000
-----------------------	--------

Total SDC Storm Water Improvement Fund Appropriation **\$ 50,000**

Improvement Fee Fund

Capital Outlay	470,000
----------------	---------

Total Improvement Fee Fund Appropriation **\$ 470,000**

Parks & Golf Course Fund

Parks:

Materials & Services	\$ 354,096
Capital Outlay	265,000
Special Payments	-
Subtotal Parks:	619,096

Golf Course:

Materials & Services	\$ 670,750
Capital Outlay	40,000
Subtotal Golf Course:	710,750

Non-Departmental:

Operating Contingency	50,000
Subtotal Non-Departmental	50,000

Total Park Fund Appropriation **\$ 1,379,846**

SDC Park Improvement Fund

Interfund Transfers	40,000
Operating Contingency	360,000

Total SDC Park Improvement Fund Appropriation **\$ 400,000**

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Water Operations Fund

Materials & Services	1,089,868
Capital Outlay	2,343,825
Debt Service	10,200
Operating Contingency	100,000
Total Water Operations Fund Appropriation	\$ 3,543,893

Wastewater Operations Fund

Materials & Services	3,075,899
Capital Outlay	2,141,000
Interfund Transfers	588,907
Debt Service	798,243
Operating Contingency	75,000
Total Wastewater Operations Fund Appropriation	\$ 6,679,049

SDC Wastewater Improvement Fund

Interfund Transfers	158,243
Operating Contingency	50,000
Total SDC Wastewater Improvement Fund Appropriation	\$ 208,243

Airport Operations Fund

Personnel Services	37,500
Materials & Services	1,076,843
Capital Outlay	777,000
Interfund Transfers	9,000
Debt Service	89,600
Operating Contingency	50,000
Total Airport Operations Fund Appropriation	\$ 2,039,943

Airport Construction Fund

Interfund Transfers	35,970
Total Airport Construction Fund Appropriation	\$ 35,970

Community Development Fund

Personnel Services	\$ 305,142
Materials & Services	270,571
Operating Contingency	60,000
Total Community Development Fund Appropriation	\$ 635,713

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Internal Services Information Technology Fund

Materials & Services		366,189
Operating Contingency		20,000
Total Internal Services Information Technology Fund Appropriation		<u>386,189</u>

Internal Services Central Services Fund

Personnel Services	\$	1,068,671
Materials & Services		506,680
Interfund Transfers		175,000
Debt Service		218,000
Operating Contingency		50,000
Total Internal Service Central Services Fund Appropriation	\$	<u>2,018,351</u>

Community Clean Up Fund

Materials & Services		35,000
Operating Contingency		15,000
Total Community Cleanup Fund Appropriation	\$	<u>50,000</u>

Internal Services Public Works Staff & Fund

Public Works Staff:		
Personnel Services	1,607,665	
Materials & Services	748,174	
Subtotal PW Staff		\$ 2,355,839
Fleet:		
Materials & Services	199,336	
Capital Outlay	100,000	
Subtotal Fleet		\$ 299,336
Non-Departmental:		
Interfund Transfers	175,000	
Operating Contingency	50,000	
Subtotal Fleet		\$ <u>225,000</u>
Total Internal Services Public Works Staff & Fleet Fund Appropriation	\$	<u>2,880,175</u>

Debt Service Fund

Materials & Services		450
Debt Service		256,000
Total Debt Service Fund Appropriation	\$	<u>256,450</u>

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Pension Stabilization Fund

Total Pension Stabilization Fund Appropriation	\$	-
--	----	---

Total Appropriation, All Funds

	\$	37,047,612
--	----	------------

Total Unappropriated Amounts and Reserve for Future Expenditure, All Funds

	\$	7,747,544
--	----	-----------

TOTAL ADOPTED BUDGET

	\$	44,795,156
--	----	------------

Percentage of Unappropriated and Reserves to total appropriations

		20.91%
--	--	--------

SUMMARY OF BUDGET CATEGORIES

		2022-2023 Adopted Budget
Personnel Services		4,862,747
Materials & Services		10,703,152
Capital Outlay		14,236,562
Debt Service		1,575,543
Interfund Transfers		3,228,858
Special Payments		950,500
Operating Contingency		1,490,250
Total Appropriation		37,047,612

RESOLUTION IMPOSING THE TAX

BE IT FURTHER RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for the tax year 2022-2023:

- 1) At the rate of \$4.1262 per \$1,000 of assessed value for permanent rate tax

BE IT FURTHER RESOLVED in addition to imposing tax, the Common Council of the City of Madras supports special assessments, fees, and charges that are allowed to be assessed per notice of property tax to the assessor under ORS 454.225 and ORS 224.400, section IV of form LB-50.

RESOLUTION CATEGORIZING THE TAX

BE IT FURTHER RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax: \$4.1262 per \$1,000

Excluded from Limitation

Not applicable

RESOLUTION NO. 17-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

This resolution shall become effective on July 1, 2022.

ADOPTED by the Common Council of the City of Madras, the above resolution statements were approved and declared adopted on this 28th day of June, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on April 21, 2022 and a public hearing before the City Council was held on June 28, 2022 giving citizens an opportunity to comment on the 2022-23 budget for the City of Madras.


Gus W. Burriel, City Administrator

RESOLUTION NO. 18-2022

A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 18-2021, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

WHEREAS, the City of Madras has incurred increasing expenses for various services provided to residents of the City of Madras; and

WHEREAS, it is necessary to review on a regular basis and to bring current, fees and assessments charged by the City of Madras; and

WHEREAS, by adoption of this Resolution No. 18-2022 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 18-2021 in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madras as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Fee Schedule. City hereby adopts the following fee rate and schedule (as set forth below in this Section 2) as the current fees to be charged by City for City services such as permits, applications, licenses and other miscellaneous charges by City:

ADMINISTRATIVE FEES	AMOUNTS
<i>Building Permit</i>	Uniform Building Code
<i>City Review</i>	\$100.00
<i>Consent to Annex.</i>	\$46.00 plus \$5.00 each additional page
<i>County Recording Fee</i>	Actual Cost
<i>Demolition Permit</i>	County Building Dept.
<i>Mechanical Permit</i>	County Building Dept.
<i>Mobile Home/Manufactured Home Placement Permit</i>	County Building Dept.
<i>Non Remonstrance (recording fee)</i>	\$46.00 plus \$5.00 each additional page
<i>Right-of-Way Permit includes Sidewalk (Excludes Franchises)</i>	\$100.00
<i>Sanitary Sewer Connection/Inspection Permit</i>	\$175.00
<i>Vacation (Streets, Alley Ways)</i>	Actual cost of service
<i>Water Connection/Inspection Permit</i>	\$125.00
CITY TAX AND BUSINESS APPLICATIONS	AMOUNTS
<i>Auction License</i>	\$125.00/Day
<i>Year-Round Business License (Annual Fee for year-round operations, pro-rated 50% after January 1)</i>	
For profit - Inside City Limits (new applicant)	\$60.00
For profit - Inside City Limits (renewal)	\$50.00
For profit - Outside City Limits	\$65.00
Non-profit/exempt – Inside/Outside City Limits	\$0.00
<i>Food carts (by location)</i>	\$40.00

Seasonal Business License (i.e., street vendor, fruit stands, etc.) \$40.00 each quarter
 Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.

Temporary Business License \$40.00
 Temporary Business operates within the city for 30 days or less, and occurs on private property.

Administrative Fee for Replacement and/or changes on business license No charge

Business License Late Penalty 10% per month of license balance
 (Per section 12.2 of Business Ordinance, not to exceed balance of license)

Business License List \$20.00 + Postage

Liquor License Applications

New Applications	\$100.00
Change-in-Ownership	\$75.00
Renewals or Temporary Applications	\$35.00

Medical Marijuana Dispensary Permit Application and Investigation Fees

Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00

GOLF COURSE RATES **AMOUNTS**

Standard Green Fees*

9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (applies to children under 18 years of age)	\$1.00/Hole

Membership Initiation Fee (One-time fee assessed to new members only) \$100.00

Annual Membership (Single Payment Option)

Single	\$600.00/Year
Couple	\$700.00/Year
Senior Single (65 and older)	\$550.00/Year
Senior Couple (65 and older)	\$650.00/Year
Add Child to Any Membership (under the age of 18 living at home)	\$90.00/Year

Annual Membership (Monthly Payment Option)

Single	\$54.00/Month
Couple	\$62.00/Month
Senior Single (65 and older)	\$49.00/Month
Senior Couple (65 and older)	\$58.00/Month
Add Child to Any Membership (under the age of 18 living at home)	\$10.00/Month

Cart Storage Fee

Electric Cart Storage	\$30.00/Month
Gas Cart Storage	\$20.00/Month

Range Tokens \$3.00/small bucket

Trail Fee

Annual	\$100.00/YR
9 holes	\$5.00/Day
18 holes	\$8.00/Day

The City has the ability to adjust green fees for, including but not limited to, weekday specials, tournaments, twilight, and winter rates.

AIRPORT	AMOUNTS
Fuel Sales	
Jet A	Based on Market Rate set by Airport Manager
100LL Aviation Gasoline	Based on Market Rate set by Airport Manager
Hangar Rent	Based on Market Rate set by Airport Manager
Fuel Flowage Fee (per Ordinance No. 859)	\$0.10 per Gallon
Other fees such as hangar rent, tie down fees, fuel sales, and similar airport use related fees are to be coordinated with airport management.	
Airport Billing Late Fees	\$25.00

LAND USE APPLICATIONS/ORDINANCES	AMOUNTS
Annexation	\$3,300.00
Accessory Dwelling Unit	\$550.00
Appeals	
Planning Commission	\$550.00
City Council	\$1,650.00
City Code Enforcement Fee for Structural Building Permits:	10% of Community Development Structural Building Permit Fee
Comprehensive Plan <u>Text</u> Amendment	\$9,900.00
Comprehensive Plan <u>Amendment w/Rezone</u>	\$4,400.00
Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$800.00
Project value between \$12,500 - \$25,000	\$1,100.00
Project value between \$25,000 - \$50,000	\$1,300.00
Project value between \$50,000 – \$100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00+
Plus \$52 per each additional \$50,000 value	\$52.00/\$50,000
Copies	
Complete Municipal Code	\$275.00
Comprehensive Plan	\$55.00
Development Code	\$50.00
Public Improvement Design & Construction Standards	\$55.00
Storm Drainage Master Plan	\$28.00
Urban Forestry Management Plan	\$28.00
Transportation System Plan	\$55.00
Wastewater Master Plan	\$55.00
City of Madras Zoning Map	\$28.00
Development Plans & Maps	
Full Size – Color	\$33.00
Full Size – Black and White	\$22.00
Declaratory Ruling	
Type II	\$825.00
Type III	\$1,100.00
Development Review Fee (New or Expanded Structures)	
\$225.00 + .006 X Valuation \$ 0 to \$300,000	
\$2,025.00 + .005 X Valuation \$300,001 to \$1,000,000	
\$5,525.00 + .004 X Valuation \$1,000,001 to \$5,000,000	
\$21,525.00 + .002 X Valuation Over \$5,000,000	

For Example: A structure valued at \$450,000.00 would be figured as follows:
 $\$2,025.00 + (\$450,000.00 \times .005 = \$2,250) = \$4,275.00$

Development Review Fee (No New or Expanded Structures)	\$100.00
DMV License Review Fee	\$25.00
Extension Request	\$220.00
Final Plat Review Application	\$550.00
Administrative Flood Review	
Floodway Review	\$5,500.00
Floodplain Review	\$550.00
Home Occupation	\$220.00
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$3,000.00
Land Partition	\$1,650.00
Land Use Application Notification Postage	\$83.00
Land Use Hearing Public Notice (Newspaper)	\$220.00
Landscape Security Deposit (Residential/Commercial/Industrial)	\$1,100.00
Lot Line Adjustment	\$550.00
Lot of Record Determination	\$2,750.00
Master Plan Review, Less than 5 Acres	\$1,650.00
Master Plan Review, More than 5 Acres	\$4,400.00
Medical and/or Recreational Marijuana Land Use Review	\$1,650.00
<i>(New Construction will require site plan review and applicable fees will apply)</i>	
Modification of Application	50% of original application fees
Modification of Approval and or Conditions of Approval	50% of original application fees
Public Hearing facilitated by Planning Commission and/or City Council	\$550.00
Public Hearing facilitated by Hearings Officer	\$2,200.00
Reimbursement District (plus actual costs)	\$825.00
Sign	
New	\$275.00
Face Change	\$110.00
Temporary Special Permit	\$165.00
Site Plan Review	
Project value less than \$12,500	\$800.00
Project value between \$12,500 – 25,000	\$1,100.00
Project value between \$25,000 – 50,000	\$1,300.00
Project value between \$50,000 – 100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00 +
Plus \$62 per each additional \$50,000 value	\$ 62.00/\$50,000
Subdivision	\$2,200 + \$88/Lot
Temporary Use	\$275.00
Urban Reserve Area Development Review	
Subdivision	\$550.00 + \$28.00/lot
Partition	\$550.00

Wireless Communication Tower Review (Type II & Type III):

Project Value less than \$12,500	\$800.00
Project value between \$12,500 - \$25,000	\$1,100.00
Project value between \$25,000 - \$50,000	\$1,300.00
Project value between \$50,000 - \$100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00
Plus \$52 per each additional \$50,000 in value	\$52.00/\$50,000

Vacation

Petition Fee	\$110.00
Vacation Fee Deposit*	\$825.00

(*If costs exceed the calculated minimum deposit, the petitioner is responsible to pay the additional services provided by the City)

Variance

Major	\$1,650.00
Minor	\$825.00

Development Code Text Amendment

\$4,400.00

Zoning Review

\$275.00

Zoning Verification

\$220.00 per request

MISCELLANEOUS

AMOUNTS

Equipment Rental/Operator—Equipment rental is operated (1 hour minimum).

Aqua Tech	\$450.00/Hour
Backhoe	\$200.00/Hour
Boom Truck	\$150.00/Hour
Grader	\$275.00/Hour
Loader	\$200.00/Hour
Roller	\$100.00/Hour
Sander	\$250.00/Hour
Street Sweeper	\$400.00/Hour
Tractor	\$100.00/Hour
Water Truck	\$175.00/Hour
Dump Truck	\$170.00/Hour
Mechanical Weed Sprayer (including rig)	\$100.00/Hour

*A standard operator fee of \$75.00 per hour is included in the rental price stated above with the exception of the Aqua Tech which includes two operators (time based on 15 minute increments)

Traffic Control Device Rental

No rental fee; Refundable deposit required.

A \$200.00 security deposit is required for each order of traffic control devices. The deposit will be refunded if returned in good condition within two weeks of drop-off. If items are lost or damaged, and exceed the collected security deposit, applicant is responsible to reimburse the City for actual cost of damages or loss.

Conference/Meeting Room Rentals (requires meeting room rental permit)

Available Facilities (When not in use by the City):

- 1) General Aviation Building- Conference Room (Airport)
- 2) City Hall Council Chambers
- 3) City Hall Council Work Room
- 4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 a.m. to 5 p.m.

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Profit Organizations

Week Day Room Rental	\$25.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$50.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Standard – Outside office hours, weekends, holidays Additional \$50.00/Hour for staff

Non-Sufficient Funds Check Charge \$35.00

Nuisance Enforcement Fee 10% of required Com. Dev. Structural Bldg Permit Fee

Stop Payment Fee \$35.00

Weed Abatement Cost + 10% (not less than \$30 and not to exceed \$100.00)

Weed Abatement (Filing and Collection fee for unpaid bills) \$100.00

Lien Search Fee (both electronic and manual searches) \$27.00 per account search

Administrative Theft of Services Fee (damage to water meters or sewer services) \$100.00+
(Plus actual costs to replace the damaged property will also be billed to the account)

SPECIAL EVENT FEES

Events involving public right of ways (i.e. streets, trails, bike paths):

- Non-Profit and Private Events: No charge for non-profit community events that are sponsored by legally established non-profit organizations or by a group of individuals that are sponsoring the event for community benefit and without profit making intent.
- For Profit Events: Private "for profit" organizations will be assessed a \$50 charge for a one day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.

Events involving city parks:

- Non-Profit and Private Party Events: There is no fee for reserving city parks for non- profit community or private events. It is the responsibility of the permittee to secure the permitted location the day of your event. The City does not rope off or sign reserved areas. Community events that benefit the residents of Madras will take precedence over private party applications.
- For Profit Events: The City of Madras reserves the right to charge "For Profit" entities a fee for utilizing city parks for money making events. Private "for profit" organizations will be assessed a \$50 charge for a one-day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.
- Use of city water and electricity for events: There is a \$25 fee per event for the use of city utilities for events. Does not apply to Non-Profit Organizations.

POLICE DEPARTMENT

AMOUNTS

Audio Tape Copies	\$30.00/Case File
Impound Fee (Each Offense)	\$75.00/Vehicle
Photographic Copies	\$30.00/Case File
Police Protection Service	\$50.00/Hr/Officer
Report Copies (Crime/Incident Reports)	\$10.00/Case File
Video Tape Copies	\$30.00/Case File
Digital Recordings	\$30.00/Case File

PUBLIC RECORDS REQUEST**AMOUNTS***(Refer to Public Records Request Policy for Additional Information)*

Attorney Fees	Actual Cost
Audio Tapes (each)	\$15.00
Disks, Compact (each; CDs provided by the City due to risk of viruses)	\$15.00
Fax Machine (limited to 25 pages)	
Transmission	\$2.00 first page; \$0.50/add'l page
Electronic Mail	No Cost
No cost to transmit public records requests via E-mail; however, may be subject to labor costs.	
Financial Statement/Audit or Budget Reports	\$35.00
Labor Costs (chargeable in quarter hour increments)	\$40.00/hour
Maps and Plans	
Color	\$30.00
Black and White	\$20.00
Photo Copies	
Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$3.75/page
Postage or Delivery	
(Postage or Courier Fees)	Actual Cost

Additional Charges

If a request is of such magnitude and nature that compliance will disrupt City's normal operation, City may impose such additional charges as are reasonably necessary to reimburse City for its actual costs of producing the requested public records.

PUBLIC WORKS**AMOUNTS****Plan Review, Quality Assurance Administration and Inspection Fee**

Deposit required prior to review of plans and will be held by the City thru end of project. Actual costs will be taken from deposit and any remaining amount will be refunded. Eligible costs include but are not limited to City Engineer, City Engineer sub-consultants, geotechnical services, traffic engineering services, structural engineering services, environmental permitting services, legal fees, staff time, equipment costs, office supplies, copying fees, recording fees, postage, additional testing materials, additional testing services, inspection permits and inspection fees. If costs exceed the calculated minimum deposit, the developer/applicant is responsible to pay the additional services provided by the City. Deposit minimum amount determined by using following table:

<u>Estimated Cost of Infrastructure Improvement(s):</u>		<u>Deposit:</u>
\$ 0	to \$ 10,000	\$ 1,500
\$ 10,001	to \$ 20,000	\$ 1,500 + 10% over \$ 10,000
\$ 20,001	to \$ 50,000	\$ 2,500 + 8% over \$ 20,000
\$ 50,001	to \$ 80,000	\$ 4,900 + 6% over \$ 50,000
\$ 80,001	to \$100,000	\$ 6,700 + 4% over \$ 80,000
\$100,001	to \$300,000	\$ 7,500 + 2% over \$100,000
\$300,001	to \$500,000	\$11,500 + 1% over \$300,000
\$500,001	to And Over	\$13,500 + 0.5% over \$500,000

Billing rate for plan review, quality assurance administration, inspection and testing

Public Works Director	\$125.00/Hour
Public Works Inspector (other than Public Works Director)	\$75.00.00/Hour
Administrative Assistant/Clerical	\$50.00.00/Hour

All hourly rates based on whole hour increments

All other costs, professional services and testing billed at actual cost plus 15%.

Photo Copies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$1.00/page

Postage or Delivery

(Postage or Courier Fees)	Actual Cost
---------------------------	-------------

Reimbursement District Formation Fee

Deposit and actual costs to be paid in same methodology as the Plan Review/Quality Assurance fee, or as approved by the Public Works Director.

Sidewalk in Lieu of Fee

\$100.00/per linear feet of street frontage

Fee to be paid in lieu of constructing sidewalks in accordance with the City's Sidewalk Ordinance 921.

Sewer Rates

Camera Fee with Two Operators	\$350.00/Hour
Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$141.40

Sewer System Usage (RV Dump Station)

Individual RV dump station use	\$5.00/use
--------------------------------	------------

Sewer Monthly Fees

1 EDU = 195 Gallons per Day or 782 Cubic Feet per month. New construction may be required to provide a separate meter for landscaping and one for domestic use. Sewer rates for developments with separate domestic use meters will be billed monthly according to the current meter readings. Existing development without a separate meter for domestic use, will be billed for sewer service based on the meter readings taken during the winter months and will be reviewed and adjusted on an annual basis. (Charges are based on a flow rate method.) For seasonal businesses the calculated rates will be established based on a twelve month average use to account for seasonal trends. The City reserves the right to look at commercial/industrial users on a 12 month average.

Inside City Limits	\$70.70
Outside City Limits	2.5 times Inside City Limit rate (unless consent to annex waiver signed)

Initial accounts will be based on the table below:

A. Residential

Hotels/Motels/Motor Court/RV Park	1	EDU for management and
	0.5	EDU per room/space
Multiple Dwelling (Duplexes, Apartments and Trailer Courts)	0.7	EDU per unit
Senior Multi-Housing	1	EDU for management and
	0.8	EDU per additional unit
Single-Family Dwelling	1	EDU

B. Non-Residential

Churches	1	EDU per 200 seats and
	1	EDU for kitchen
Government Buildings	1	EDU per 10 Individuals operating the premises
Hospitals/Nursing Homes	1	EDU per 3 beds and
	1	EDU per 10 employees, administrators, and staff
Schools	1	EDU per 30 individuals including students, teachers, administration, and other staff

C. Commercial/Industrial

Where more than one business occupies a building, each business will be considered separately.

Barber Shops	0.3	EDU per chair
Beauty Shops	0.5	EDU per chair
Bowling Alley	1 1	EDU per 10 lanes, plus EDU for 600 sq. ft. of gross floor space for serving food
Car Wash	1	EDU per two stalls
Civic Clubs, Lodges, Senior Centers Serving Food	1	EDU per 30 seats
Delicatessens	1	EDU per 600 sq. ft. plus building or other business EDU's
Dry Cleaners	1	EDU per 500 sq. ft.
Exercise Salon with no Pool or Gym	1	EDU per 1,500 sq. ft.
Grocery Stores	1 1	EDU for each 10 employees plus EDU for each food prep. room
Industrial	1	EDU Per 10 Employees <i>(Additional charges may be assessed for toxic discharges) Plus: Charges for process waters according to demand where 360.5 gallons @ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU.</i>
Laundry, Coin Operated	0.5	EDU per washing machine
Medical, Dental, and Veterinary Clinics/Offices	1	EDU per 1,000 sq. ft.
Recreational Vehicle Dump Facility	1	EDU per dump outlet
Restaurants	1 1	EDU per 17 person seating capacity and EDU for each 10 employees
Restaurants, Drive-In	1 1	EDU per 17 person seating capacity and EDU for each 10 employees
Retail Stores, Service & Repair Shops, Banks, and General Offices (With the exception of Medical, Dental, and Veterinary)	1	EDU per 10 employees
Service Stations	2	EDUs
Spas and Recreational Facilities with Pool or Gym	1	EDU per 1,000 sq. ft.
Taverns/Lounges	1	EDU per 17 seats

Charges for facilities not listed will be based upon similar listed facilities, expected flows, and concentration of effluent or actual metering of water or wastewater.

SYSTEMS DEVELOPMENT CHARGES

The City adopts the Annual Updates for Inflation for periodic application of a cost index for all System Development Charges administrated by the City. The City adopted on April 23, 2019 additional System Development Exemptions to incentivize residential development, create jobs within the enterprise zone, and establish a schedule of typical transportation impacts within the C2 and C3 zones. Refer to Resolutions 10-2019, 11-2019, 12-2019, and 13-2019 for those exemptions and programs.

SDC Deferral Application Fee	\$200.00
Parks	
Single-Family Residential (i.e. one EDU)	\$2,200.00
Duplex or Multi-Family Residential (per # units)	\$220.00
Commercial (i.e. one EDU)	\$2,200.00
Industrial (i.e. one EDU)	\$2,200.00
<u>Wastewater SDC shall consist of both a reimbursement fee and an improvement fee.</u>	
Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.	
Wastewater inside city limits (3/4 x 5/8 meter)	\$6,063.20/MCE
<i>See chart for additional meter sizes, multiple family & lodging facility unit charges.</i>	
Wastewater outside city limits	2.5 times inside city limits rate*
* = unless applicant has signed a Consent to Annex and One Year Waiver	
Transportation	\$2,876.50
Per peak-hour person trip per current ITE manual & SDC Final Report methodology June 2019.	
Storm Drainage	\$258.50/RDE
Residential Drainage Equivalent (RDE) (3,000 Sq. Ft. Impervious Surface) Residential/Commercial/Industrial	
Water	\$1,590.60/MCE
Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)	
Water Rates	
Backflow Device Testing by City Contractor	Actual Costs
Backflow Device Testing by City Staff – all devices	\$80.00
Cross-Connection Variance	\$45.00
Meter Replacement/Test	
3/4-inch Service	\$50.00
Larger Service	Actual Cost
Meter Size Charges on Base (1st 500 cubic feet)	\$40.90
Each 100 Cubic Feet (excess of 500 minimum)	\$2.09/100 cu ft.
Portable Hydrant Meter Sales	\$2.09/100 cu ft.
Repair Service - After 3:30 pm	\$75.00 minimum fee plus (\$25.00 for each additional half hour)
Repair Service - During Office Hours (billed in half hour increments)	\$25.00 per half hour
<i>(No Charge if Customer Installs Shut-Off Valve)</i>	
Utility Re-Connect Fee	
Water Account	\$40.00
Sewer Account Only	
Sewer Disconnect Cap (must be dug up and capped at property line)	\$250.00
Water/Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$223.20
Water Meter Installation Fee	
3/4-inch to 1.5 inch Service	\$250.00
Larger Service	Actual Cost of Meter and Meter Setter

Delinquency Letter Notice Fee	\$5.00
Door Hanger Notice Fee	\$25.00
Stop Payment Request Fee (for refund checks that customer has lost)	\$32.00

Other fees and charges may be charged to recover costs for city services as determined by the City Administrator.

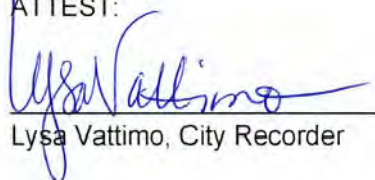
3. Fee Schedule; Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 18-2021 in its entirety. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, 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 (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on July 1, 2022.

ADOPTED by the City Council and signed by the Mayor this 28th day of June, 2022.

Ayes: 6
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 0


 Richard Ladeby, Mayor

ATTEST:

 Lysa Vattimo, City Recorder

RESOLUTION NO. 19-2022

A RESOLUTION ABOLISHING THE INTERNAL SERVICES BUILDING FUND AND IDENTIFYING WHERE THE UNEXPENDED OR UNOBLIGATED BALANCE WILL BE TRANSFERRED WHEN THE FUND IS ABOLISHED.

WHEREAS, any revenues that result from the operation of a local government or that are paid by its customers for programs or services provided by it should be budgeted as a resource in the fund from which the operation or service is financed; and

WHEREAS, best practices for budgeting include a systematic review of budget funds; and

WHEREAS, City records do not identify the resolution by which the Internal Services Building Fund was created, any review date or identify where the unexpended or unobligated balance would be transferred when the fund is abolished; and

WHEREAS, consistent treatment between all reimbursement funds related to unexpended or unobligated balances should be treated the same and transferred to the respective operational funds; Internal Services Building Fund will be transferred to the Operating Funds from which they originated.

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

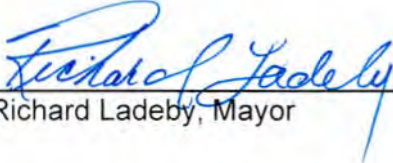
SECTION 1: Because of the circumstances stated above, the Mayor and City Council of the City of Madras determine that the Internal Services Building Fund is no longer needed and any unappropriated or unexpended resources will be transferred to the respective operational funds in the event the fund is abolished.

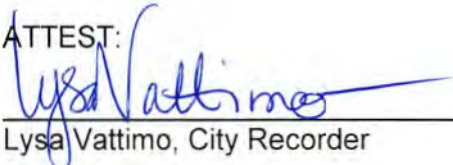
SECTION 2: The Finance Director is hereby authorized and directed to transfer the unexpended or unobligated balance and abolish the fund as described:

SECTION 3: This resolution shall become effective on June 28, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 28th day of June, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 20-2022

A RESOLUTION OF CITY OF MADRAS AMENDING THE SECTION 3 PLAN TO INCLUDE THE REQUIRED FORMS PER BUSINESS OREGON IN ORDER TO COMPLY WITH 24 CFR, PART 135, SECTION 3 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED.

WHEREAS, the City of Madras on July 23, 2019, adopted the Section 3 Plan. the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds; and

WHEREAS, Part 135 of Section 3 establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, Business Oregon has amended and added documents for tracking purposes to the requirements of the Section 3 Plan and to remain compliant the City is adopting the amendments; and

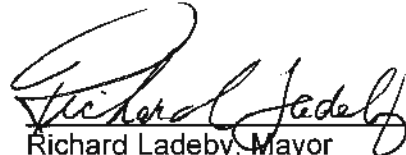
WHEREAS, City has reviewed the Section 3 Plan amendments and approve therein.

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

1. Findings. The above-stated findings contained in this Resolution No. 20-2022 (this "Resolution") are hereby adopted.
2. Adoption; Designation. To ensure compliance with applicable federal law, the Madras City Council (the "Council") adopts and approves the City of Madras Section 3 Plan amendments attached hereto as Exhibit A. Council designates Gus Burrell, City's city administrator, as the Section 3 Coordinator for City.
3. Miscellaneous. All pronouns contained in this Resolution 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 provisions of this Resolution are hereby declared 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 Council to cure editorial and/or clerical errors. This Resolution will become effective immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 26th day of July, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

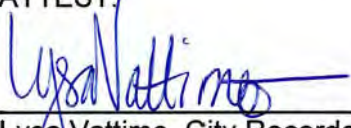
ATTEST:

Lysa Vattimo, City Recorder

Exhibit A
Section 3 Plan amendments

[attached]

City of Madras Section 3 Plan

1. Statement of Policy

Section 3 of the Housing and Urban Development act of 1968, as amended (12 USC 1701u) (Section 3) requires recipients of HUD funding exceeding \$200,000 to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to such persons.

As a recipient of HUD Community Development Block Grant (CDBG) funds through Business Oregon, the City of Madras will make good faith efforts to comply with the requirements of Section 3.

2. Applicable Projects

Projects and activities involving housing construction, demolition, rehabilitation, or other public construction such as roads, sewers, community centers, community facilities and other related projects that are completed with HUD Community Planning and Development funding are subject to requirements of Section 3. Only projects awarded \$200,000 or more of HUD funding are subject to these requirements. Section 3 is applicable when the normal completion of construction and rehabilitation projects creates the need for employment, contracting, or training opportunities.

Section 3 requirements do not apply to non-construction contracts and activities, including (but not limited to) architectural, engineering, surveying, environmental review, legal and grant administration.

3. Section 3 Workers and Businesses

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (at or below 80% of Area Median Income of county of residence, by household size).
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories within the past five years:
 - a. Living within the service area or neighborhood of the project, as defined in 24 CFR 75.5; or
 - b. Resident of public housing or a Section 8/Housing Choice voucher recipient; or
 - c. Is a Youthbuild participant.

In accordance with the regulation, workers seeking Section 3 preference shall certify and/or submit evidence to the City or contractor verifying that they meet the definitions provided above. Any worker seeking Section 3 preference should submit the certification form in Exhibit 2 to the contractor or City of Madras.

To be considered a Section 3 Business, at least one of the following criteria must apply as documented within the last six month period:

1. At least 51% owned and controlled by low- or very-low income persons;
2. Over 75% of the labor hours performed for the business over the prior three month period are performed by Section 3 workers, or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

4. Best Effort of Good Faith Effort

At a minimum, the following tasks will demonstrate a best effort or good faith effort for Section 3 implementation:

1. City shall include the HUD/CDBG Section 3 clause within all project contracts and solicitations.
2. Contractors shall post notices and send notices of job availability subject to these requirements to organizations and entities who have potential contact with Section 3 residents, including local public housing authority, WorkSource Oregon, and other community groups capable of referring eligible Section 3 residents. Postings will include training and/or apprenticeship positions, qualifications for positions, place where applications will be received and estimated starting date of employment.
3. City and Contractors shall include in all solicitations and advertisements a statement to encourage Section 3 residents or contractors to apply.
4. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities, City and Contractor shall also advertise in minority-owned newspapers.
5. Contractors will identify existing workers and new hires who meet the definition of a Section 3 worker. Primarily, this tracking will be managed through collection and submission of certification forms from employees working on the project (Exhibit 2).

Section 3 residents must meet the minimum qualifications of the position to be filled and a Section 3 Business Concern must have the ability to and capability to perform successfully under the terms and conditions of the proposed contract.

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Madras should follow the steps at <https://hudapps.hud.gov/OpportunityPortal/> to register their business in HUD's Section 3 Business Registry. Section 3 businesses must meet minimum qualifications, including prequalification with the City, and have the ability and capacity to perform successfully under the terms and conditions of the proposed contract.

5. Section 3 Benchmarks

The benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

It is the responsibility of project contractors to implement efforts to attain Section 3 compliance. If the contractor(s) fails to meet the benchmarks, they bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the state to make a compliance determination (see Exhibit 2 certification form).

6. Section 3 Complaint Procedure

The City of Madras will make every effort to resolve complaints generated from alleged non-compliance through an internal process. The City encourages submittal of non-compliance complaints to its Section 3 Coordinator as follows:

1. Submit complaints to City of Madras, City Manager, 125 SW E Street, Madras.
2. Complaints of non-compliance must be filed in writing and contain the name of the complainant and brief description of the alleged violation of 24 CFR 75.
3. Complaints must be filed within thirty calendar days after the complainant becomes aware of the alleged violation.
4. An investigation will be conducted if complaint is found to be valid. The City of Madras will conduct an informal but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.

5. The City of Madras will provide written documentation detailing the findings of the investigation to the City Attorney. The City Attorney will review the findings for accuracy and completeness before it is released to the complainants. The findings will be made available no more than thirty days after the complaint is filed with the City.

If complainants wish to have their concerns considered outside the City's internal procedure, a complaint maybe filed with:

United States Department of Housing and Urban Development Community Planning and Development
Region X Field Office
1220 SW 3rd Avenue, Suite 400
Portland, OR 97204-2830

The complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended for good cause shown.

Exhibit 1: Definitions

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 75.3 (a)(1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 75.3 (a)(2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, et cetera.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Low-income person – households (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger households.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent or more owned by Section 3 resident (PHA resident, Section 8 recipient, or low income person living in the community); or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

1. public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 75.

Section 3 Covered Contracts – a contract or subcontract awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Worker – a public housing resident or an individual who resides in the identified service area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Service Area – A one mile radius or 5000 in population of the project site.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

Targeted Section 3 Worker - for Housing and Community Development Financial Assistance projects, is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Is a Section 3 worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR §75.5; or
 - b. YouthBuild participant; or
 - c. Resident of public housing or recipient of a Section 8 housing voucher.

City of Madras – Section 3 Worker Certification Form

Date:	
Name:	
Address:	
Current Employer:	
Date of Hire:	

The City of Madras supports and promotes economic opportunity, including training and employment opportunities, to low- and very low-income persons, particularly those who are recipients of housing assistance. Please complete this form to help the City track these opportunities on the HUD-funded construction project on which you are working.

Part 1: Income

Check the appropriate box for your annual total gross income (pre-tax) for the most recent tax year.

\$0 - \$40,250 per year	
\$40, 251 or above per year	

Check the appropriate box for your annual gross income (pre-tax) for the tax year in which you were hired by your current employer.

\$0 - \$40,250 per year	
\$40, 251 or above per year	

Part 2: Section 3 Status

Check the box below if any of the statements apply to you.

I have participated in the YouthBuild program at any time within the past five years.	
I am or have been a resident of public housing or recipient of Section 8/Housing Choice Voucher at any time within the past five years.	

Part 3: Certification

I certify that the above information is accurate and is subject to verification by City of Madras officials.

By executing this certification, I acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Signature

Date

Section 3 Requirements for Contractors

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons. Contractors can use HUD's Section 3 Business Registry (<https://hudapps.hud.gov/OpportunityPortal/>) to find Section 3 business concerns in the area. In addition, it is advised that contractors make Disadvantaged Business Enterprises (DBEs) aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. The following sites may be of assistance for locating DBEs:

- Oregon directory of certified firms at Certification Office of Business Inclusion and Diversity <https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>
- Federal System for Award Management at www.sam.gov/
- Minority Business Development Agency, US Dept. of Commerce at <http://www.mbda.gov/>
- EPA's Office of Small Business Programs at www.epa.gov/osbp/
- U.S. Department of Transportation at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>

Contractors on HUD funded projects are required, to the greatest extent possible, to make available vacant positions, including training and/or apprenticeship positions, to Section 3 workers. If a position necessary to complete the project is vacated during the contract period, the contractor will make best efforts to fill the vacancies with Section 3 workers.

Contractors are also required, to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers (25% of total labor hours) and Targeted Section 3 workers (5% of total labor hours). If a contractor fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the benchmarks.

If a prime contractor is unable to satisfy the Section 3 worker and Targeted Section 3 worker benchmarks, the requirements may be satisfied through any subcontractors that may be involved in the project. It is the responsibility of the prime contractor to include Section 3 requirements in all subcontracts and require subcontractors to submit documentation.

Contractors will need to have employees working on the project complete the certification form in Exhibit 3. To determine if a worker qualifies as a Section 3 worker or Targeted Section 3 worker, compare the annual gross income and number of persons reported on the form in Exhibit 3 to the income limits located at <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn> identified by county where the project will be completed. A Targeted Section 3 worker must meet the income limits and reside in the county of the project.

Certification forms, along with a compliance report, will be submitted to the project owner on a quarterly basis throughout the contract period. A template report is included below. The quarterly report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The report must include details of labor hours worked by Section 3 workers, Targeted Section 3 workers, and all workers. If section 3 benchmarks are not met, the report should document 'Good Faith Efforts' as described in the included form. The report should include any documentation showing Section 3 worker eligibility and records of qualitative efforts (such as a copy of a job posting or solicitations sent to employment agencies).

Section 3 (Construction Contracts exceeding \$200,000) - Economic Opportunities for Low- and Very Low-Income Persons.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 75.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- Community Development Block Grant Management

RESOLUTION NO. 21-2022

A RESOLUTION OF THE CITY OF MADRAS AUTHORIZING THE CITY OF MADRAS TO APPLY FOR A 2022 SAFE ROUTES TO SCHOOL GRANT FOR THE “SRTS 2022 BUFF ELEMENTARY-J STREET AND MCTAGGART-CROSSING ENHANCEMENTS AND SIDEWALK” PROJECT IN THE AMOUNT OF \$515,000.00.

WHEREAS, the Oregon Department of Transportation is currently accepting applications for the Safe Routes to School Grant due August 31, 2022; and

WHEREAS, the City of Madras has the opportunity to apply for funding for 80% of project costs to design and construct pedestrian crossing improvements at J Street/Strawberry Lane and McTaggart Road; and

WHEREAS, the total project cost is estimated at \$515,000.00 and the City's cost share is \$103,000.00; and

WHEREAS, the City of Madras provides maintenance within all the City's Public rights-of-ways and is committed to maintaining the project upon completion; and

WHEREAS, the City is proposing to fund its cost share utilizing sidewalk reconstruction funds and transportation funds.

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

SECTION 1: The City of Madras supports the proposed project and is hereby authorized to apply for a grant through the Oregon Department of Transportation 2022 Safe Routes to School Grant in the amount of \$515,000.00 to design & construct the “SRTS 2022 Buff Elementary – J Street and McTaggart – Crossing Enhancements and Sidewalk Project. The total project cost is estimated at \$515,000, with the remaining 20% of the funding to come from the City of Madras in the amount of \$103,000.00.

The City of Madras is hereby authorized to commit the funds and resources necessary to deliver proposed project and authorizes the City Administrator as the authorized representative of the City to sign and date the application.


SECTION 2: Mayor Richard Ladeby is hereby empowered to sign the resolution on the City's behalf.

SECTION 3: This resolution shall become effective immediately upon its passage by the Council and execution by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 26th day of July, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

RESOLUTION NO. 22-2022

A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF CITY OF MADRAS THE QUESTION OF PROHIBITING PSILOCYBIN-RELATED BUSINESSES IN THE CITY, INCLUDING PSILOCYBIN PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS.

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority (“OHA”) will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, OHA will begin accepting applications for licensure to manufacture, deliver, and administer psilocybin on January 2, 2023; and

WHEREAS, OHA has initiated a rulemaking process to implement the state’s psilocybin regulatory program. As of July 26, 2022, OHA has not completed the rulemaking process. Oregon counties and cities are uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will operate within local jurisdictions; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city’s jurisdiction; and

WHEREAS, the city council (the “Council”) for City of Madras (“City”) adopted Ordinance No. 970, which ordinance prohibits state-licensed psilocybin manufacturers and psilocybin-related businesses in City’s jurisdictional boundaries to be referred to the voters at the next statewide general election held on November 8, 2022; and

WHEREAS, the Council desires to refer the question of whether to prohibit (i.e., ban) state-licensed psilocybin manufacturers and psilocybin-related businesses to the voters of City at the next statewide general election held on November 8, 2022.

NOW, THEREFORE, the City of Madras resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 22-2022 (this “Resolution”) are hereby adopted.
2. Prohibition. The Council refers to City’s voters Ordinance No. 970 which ordinance concerns a prohibition on state-licensed psilocybin manufacturers and psilocybin-related businesses in City’s jurisdictional boundaries.
3. General Election Conducted by Mail. The general election will be held on November 8, 2022. Pursuant to ORS 254.465 and ORS 254.470, the election will be conducted by mail by the Jefferson County Clerk according to procedures adopted by the Oregon Secretary of State and applicable Oregon law.

4. Ballot Title. City's city attorney has prepared a ballot title concerning the proposed amendments in the form attached hereto as Exhibit A. The ballot title in the form attached hereto as Exhibit A is approved.

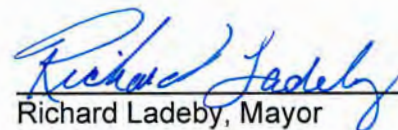
5. Explanatory Statement. City's city attorney has prepared an explanatory statement to be provided in the Voters' Pamphlet in the form attached hereto as Exhibit B. The explanatory statement in the form attached hereto as Exhibit B is approved.

6. Delegation. The city recorder (or his or her designee) is authorized to act on behalf of City to take such further action as the city recorder (or his or her designee) deems necessary or appropriate to effect and carry out the intent and purposes set forth herein, including, without limitation, providing proper public notice and submitting the required forms with the county elections officer.

7. Miscellaneous. All pronouns contained in this Resolution 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. Any reference to a particular law, rule, regulation, code, and ordinance includes the law, rule, regulation, code, and ordinance as now in force and/or which may hereafter be amended. The provisions of this Resolution are hereby declared 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 Council to cure editorial and/or clerical errors.

APPROVED and ADOPTED by the City Council of the City of Madras and signed by the mayor this 16th day of August, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

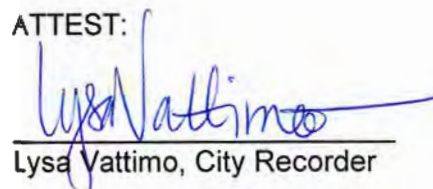
ATTEST:

Lysa Vattimo, City Recorder

Exhibit A
Ballot Title

CAPTION: Prohibits psilocybin-related businesses within City of Madras.

QUESTION: Shall City of Madras prohibit psilocybin-related businesses in the city?

SUMMARY: Psilocybin is the psychedelic drug found in certain mushrooms. State law allows operation and/or manufacture of certain licensed psilocybin services. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit (i.e., ban) the establishment and/or operation of psilocybin-related registered or licensed activities. City of Madras has adopted an ordinance to prohibit psilocybin-related businesses in the city, subject to voter approval. Approval of this measure would prohibit the establishment and/or operation of psilocybin manufacturers and/or service centers within any area subject to the city's jurisdiction. The proposed ordinance is available for public inspection on the city's website and at City Hall.

Exhibit B
Explanatory Statement

Approval of this measure would prohibit (i.e., ban) the establishment and operation of psilocybin-related businesses in City of Madras.

Ballot Measure 109 was passed by Oregon voters in November 2020 directing the Oregon Health Authority (“OHA”) to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. Psilocybin is the psychedelic drug derived from certain mushrooms.

ORS 475A.235 provides, in pertinent part, that OHA will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the State of Oregon. OHA has initiated the rulemaking process to implement the state’s regulatory program. However, because the rulemaking process has not been completed to date, the city is uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will function or operate.

ORS Chapter 475A.718 provides a city council may adopt an ordinance prohibiting the establishment and operation of psilocybin-related businesses within the city, but the city council must refer the ordinance to the voters at a statewide general election. The city has adopted Ordinance No. 970, the Psilocybin Prohibition Ordinance, prohibiting the establishment and/or operation of psilocybin-related businesses within the city’s jurisdictional boundaries. Ordinance No. 970 will take effect and become operative 30 days after voter approval (if applicable).

If approved, this measure will prohibit psilocybin-related businesses within the city.

RESOLUTION NO. 23-2022

A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 18-2022, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

WHEREAS, the City of Madras has incurred increasing expenses for various services provided to residents of the City of Madras; and

WHEREAS, it is necessary to review on a regular basis and to bring current, fees and assessments charged by the City of Madras; and

WHEREAS, by adoption of this Resolution No. 23-2022 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 18-2022 in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madras as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Fee Schedule. City hereby adopts the following fee rate and schedule (as set forth below in this Section 2) as the current fees to be charged by City for City services such as permits, applications, licenses and other miscellaneous charges by City:

ADMINISTRATIVE FEES	AMOUNTS
<i>Building Permit</i>	Uniform Building Code
<i>City Review</i>	\$100.00
<i>Consent to Annex.</i>	\$46.00 plus \$5.00 each additional page
<i>County Recording Fee</i>	Actual Cost
<i>Demolition Permit</i>	County Building Dept.
<i>Mechanical Permit</i>	County Building Dept.
<i>Mobile Home/Manufactured Home Placement Permit</i>	County Building Dept.
<i>Non Remonstrance (recording fee)</i>	\$46.00 plus \$5.00 each additional page
<i>Right-of-Way Permit includes Sidewalk (Excludes Franchises)</i>	\$100.00
<i>Sanitary Sewer Connection/Inspection Permit</i>	\$175.00
<i>Vacation (Streets, Alley Ways)</i>	Actual cost of service
<i>Water Connection/Inspection Permit</i>	\$125.00
CITY TAX AND BUSINESS APPLICATIONS	AMOUNTS
<i>Auction License</i>	\$125.00/Day
<i>Year-Round Business License (Annual Fee for year-round operations, pro-rated 50% after January 1)</i>	
For profit - Inside City Limits (new applicant)	\$60.00
For profit - Inside City Limits (renewal)	\$50.00
For profit - Outside City Limits	\$65.00
Non-profit/exempt – Inside/Outside City Limits	\$0.00
<i>Food carts (by location)</i>	\$40.00

Seasonal Business License (i.e., street vendor, fruit stands, etc.) \$40.00 each quarter
Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.

Temporary Business License \$40.00
Temporary Business operates within the city for 30 days or less, and occurs on private property.

Administrative Fee for Replacement and/or changes on business license No charge

Business License Late Penalty 10% per month of license balance
(Per section 12.2 of Business Ordinance, not to exceed balance of license)

Business License List \$20.00 + Postage

Liquor License Applications

New Applications	\$100.00
Change-in-Ownership	\$75.00
Renewals or Temporary Applications	\$35.00

Medical Marijuana Dispensary Permit Application and Investigation Fees

Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00

GOLF COURSE RATES **AMOUNTS**

Standard Green Fees*

9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (applies to children under 18 years of age)	\$1.00/Hole

Membership Initiation Fee (One-time fee assessed to new members only) \$100.00

Annual Membership (Single Payment Option)

Single	\$600.00/Year
Couple	\$700.00/Year
Senior Single (65 and older)	\$550.00/Year
Senior Couple (65 and older)	\$650.00/Year
Add Child to Any Membership (under the age of 18 living at home)	\$90.00/Year

Annual Membership (Monthly Payment Option)

Single	\$54.00/Month
Couple	\$62.00/Month
Senior Single (65 and older)	\$49.00/Month
Senior Couple (65 and older)	\$58.00/Month
Add Child to Any Membership (under the age of 18 living at home)	\$10.00/Month

Cart Storage Fee

Electric Cart Storage	\$30.00/Month
Gas Cart Storage	\$20.00/Month

Range Tokens \$3.00/small bucket

Trail Fee

Annual	\$100.00/YR
9 holes	\$5.00/Day
18 holes	\$8.00/Day

The City has the ability to adjust green fees for, including but not limited to, weekday specials, tournaments, twilight, and winter rates.

AIRPORT	AMOUNTS
----------------	----------------

Fuel Sales	
Jet A	Based on Market Rate set by Airport Manager
100LL Aviation Gasoline	Based on Market Rate set by Airport Manager
Hangar Rent	
	Based on Market Rate set by Airport Manager
Fuel Flowage Fee (per Ordinance No. 859)	
	\$0.10 per Gallon
Other fees such as hangar rent, tie down fees, fuel sales, and similar airport use related fees are to be coordinated with airport management.	
Airport Billing Late Fees	\$25.00

LAND USE APPLICATIONS/ORDINANCES	AMOUNTS
---	----------------

Annexation	\$3,300.00
Accessory Dwelling Unit	\$550.00
Appeals	
Planning Commission	\$550.00
City Council	\$1,650.00
City Code Enforcement Fee for Structural Building Permits:	10% of Community Development Structural Building Permit Fee
Comprehensive Plan <u>Text</u> Amendment	\$9,900.00
Comprehensive Plan <u>Amendment</u> w/Rezone	\$4,400.00
Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$800.00
Project value between \$12,500 - \$25,000	\$1,100.00
Project value between \$25,000 - \$50,000	\$1,300.00
Project value between \$50,000 – \$100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00+
Plus \$52 per each additional \$50,000 value	\$52.00/\$50,000
Copies	
Complete Municipal Code	\$275.00
Comprehensive Plan	\$55.00
Development Code	\$50.00
Public Improvement Design & Construction Standards	\$55.00
Storm Drainage Master Plan	\$28.00
Urban Forestry Management Plan	\$28.00
Transportation System Plan	\$55.00
Wastewater Master Plan	\$55.00
City of Madras Zoning Map	\$28.00
Development Plans & Maps	
Full Size – Color	\$33.00
Full Size – Black and White	\$22.00
Declaratory Ruling	
Type II	\$825.00
Type III	\$1,100.00
Development Review Fee (New or Expanded Structures)	
\$225.00 + .006 X Valuation \$ 0 to \$300,000	
\$2,025.00 + .005 X Valuation \$300,001 to \$1,000,000	
\$5,525.00 + .004 X Valuation \$1,000,001 to \$5,000,000	
\$21,525.00 + .002 X Valuation Over \$5,000,000	

For Example: A structure valued at \$450,000.00 would be figured as follows:
 $\$2,025.00 + (\$450,000.00 \times .005 = \$2,250) = \$4,275.00$

Development Review Fee (No New or Expanded Structures)	\$100.00
DMV License Review Fee	\$25.00
Extension Request	\$220.00
Final Plat Review Application	\$550.00
Administrative Flood Review	
Floodway Review	\$5,500.00
Floodplain Review	\$550.00
Home Occupation	\$220.00
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$3,000.00
Land Partition	\$1,650.00
Land Use Application Notification Postage	\$83.00
Land Use Hearing Public Notice (Newspaper)	\$220.00
Landscape Security Deposit (Residential/Commercial/Industrial)	\$1,100.00
Lot Line Adjustment	\$550.00
Lot of Record Determination	\$2,750.00
Master Plan Review, Less than 5 Acres	\$1,650.00
Master Plan Review, More than 5 Acres	\$4,400.00
<u>Medical and/or Recreational Marijuana Land Use Review</u>	\$1,650.00
<i>(New Construction will require site plan review and applicable fees will apply)</i>	
Modification of Application	<i>50% of original application fees</i>
Modification of Approval and or Conditions of Approval	<i>50% of original application fees</i>
Modification or Waiver of Residential Development & Design Standards	<i>25% of original site plan review fees</i>
Public Hearing facilitated by Planning Commission and/or City Council	\$550.00
Public Hearing facilitated by Hearings Officer	\$2,200.00
Reimbursement District (plus actual costs)	\$825.00
Sign	
New	\$275.00
Face Change	\$110.00
Temporary Special Permit	\$165.00
Site Plan Review	
Project value less than \$12,500	\$800.00
Project value between \$12,500 – 25,000	\$1,100.00
Project value between \$25,000 – 50,000	\$1,300.00
Project value between \$50,000 – 100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00 +
Plus \$62 per each additional \$50,000 value	\$ 62.00/\$50,000
Subdivision	\$2,200 + \$88/Lot
Temporary Use	\$275.00
Urban Reserve Area Development Review	
Subdivision	\$550.00 + \$28.00/lot
Partition	\$550.00

Wireless Communication Tower Review (Type II & Type III):

Project Value less than \$12,500	\$800.00
Project value between \$12,500 - \$25,000	\$1,100.00
Project value between \$25,000 - \$50,000	\$1,300.00
Project value between \$50,000 - \$100,000	\$1,500.00
Project value greater than \$100,000	\$1,700.00
Plus \$52 per each additional \$50,000 in value	\$52.00/\$50,000

Vacation

Petition Fee	\$110.00
Vacation Fee Deposit*	\$825.00

(*If costs exceed the calculated minimum deposit, the petitioner is responsible to pay the additional services provided by the City)

Variance

Major	\$1,650.00
Minor	\$825.00

Development Code Text Amendment

\$4,400.00

Zoning Review

\$275.00

Zoning Verification

\$220.00 per request

MISCELLANEOUS

AMOUNTS

Equipment Rental/Operator—Equipment rental is operated (1 hour minimum).

Aqua Tech	\$450.00/Hour
Backhoe	\$200.00/Hour
Boom Truck	\$150.00/Hour
Grader	\$275.00/Hour
Loader	\$200.00/Hour
Roller	\$100.00/Hour
Sander	\$250.00/Hour
Street Sweeper	\$400.00/Hour
Tractor	\$100.00/Hour
Water Truck	\$175.00/Hour
Dump Truck	\$170.00/Hour
Mechanical Weed Sprayer (including rig)	\$100.00/Hour

*A standard operator fee of \$75.00 per hour is included in the rental price stated above with the exception of the Aqua Tech which includes two operators (time based on 15 minute increments)

Traffic Control Device Rental

No rental fee; Refundable deposit required.

A \$200.00 security deposit is required for each order of traffic control devices. The deposit will be refunded if returned in good condition within two weeks of drop-off. If items are lost or damaged, and exceed the collected security deposit, applicant is responsible to reimburse the City for actual cost of damages or loss.

Conference/Meeting Room Rentals (requires meeting room rental permit)

Available Facilities (When not in use by the City):

- 1) General Aviation Building- Conference Room (Airport)
- 2) City Hall Council Chambers
- 3) City Hall Council Work Room
- 4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 a.m. to 5 p.m.

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Profit Organizations

Week Day Room Rental	\$25.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$50.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Standard – Outside office hours, weekends, holidays Additional \$50.00/Hour for staff

Non-Sufficient Funds Check Charge \$35.00

Nuisance Enforcement Fee 10% of required Com. Dev. Structural Bldg Permit Fee

Stop Payment Fee \$35.00

Weed Abatement Cost + 10% (not less than \$30 and not to exceed \$100.00)

Weed Abatement (Filing and Collection fee for unpaid bills) \$100.00

Lien Search Fee (both electronic and manual searches) \$27.00 per account search

Administrative Theft of Services Fee (damage to water meters or sewer services) \$100.00+
(Plus actual costs to replace the damaged property will also be billed to the account)

SPECIAL EVENT FEES**Events involving public right of ways (i.e. streets, trails, bike paths):**

- Non-Profit and Private Events: No charge for non-profit community events that are sponsored by legally established non-profit organizations or by a group of individuals that are sponsoring the event for community benefit and without profit making intent.
- For Profit Events: Private “for profit” organizations will be assessed a \$50 charge for a one day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.

Events involving city parks:

- Non-Profit and Private Party Events: There is no fee for reserving city parks for non- profit community or private events. It is the responsibility of the permittee to secure the permitted location the day of your event. The City does not rope off or sign reserved areas. Community events that benefit the residents of Madras will take precedence over private party applications.
- For Profit Events: The City of Madras reserves the right to charge “For Profit” entities a fee for utilizing city parks for money making events. Private “for profit” organizations will be assessed a \$50 charge for a one-day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.
- Use of city water and electricity for events: There is a \$25 fee per event for the use of city utilities for events. Does not apply to Non-Profit Organizations.

POLICE DEPARTMENT**AMOUNTS**

Audio Tape Copies	\$30.00/Case File
Impound Fee (Each Offense)	\$75.00/Vehicle
Photographic Copies	\$30.00/Case File
Police Protection Service	\$50.00/Hr/Officer
Report Copies (Crime/Incident Reports)	\$10.00/Case File
Video Tape Copies	\$30.00/Case File
Digital Recordings	\$30.00/Case File

PUBLIC RECORDS REQUEST**AMOUNTS***(Refer to Public Records Request Policy for Additional Information)*

Attorney Fees	Actual Cost
Audio Tapes (each)	\$15.00
Disks, Compact (each; CDs provided by the City due to risk of viruses)	\$15.00
Fax Machine (limited to 25 pages)	
Transmission	\$2.00 first page; \$0.50/add'l page
Electronic Mail	No Cost
No cost to transmit public records requests via E-mail; however, may be subject to labor costs.	
Financial Statement/Audit or Budget Reports	\$35.00
Labor Costs (chargeable in quarter hour increments)	\$40.00/hour
Maps and Plans	
Color	\$30.00
Black and White	\$20.00
Photo Copies	
Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$3.75/page
Postage or Delivery	
(Postage or Courier Fees)	Actual Cost

Additional Charges

If a request is of such magnitude and nature that compliance will disrupt City's normal operation, City may impose such additional charges as are reasonably necessary to reimburse City for its actual costs of producing the requested public records.

PUBLIC WORKS**AMOUNTS****Plan Review, Quality Assurance Administration and Inspection Fee**

Deposit required prior to review of plans and will be held by the City thru end of project. Actual costs will be taken from deposit and any remaining amount will be refunded. Eligible costs include but are not limited to City Engineer, City Engineer sub-consultants, geotechnical services, traffic engineering services, structural engineering services, environmental permitting services, legal fees, staff time, equipment costs, office supplies, copying fees, recording fees, postage, additional testing materials, additional testing services, inspection permits and inspection fees. If costs exceed the calculated minimum deposit, the developer/applicant is responsible to pay the additional services provided by the City. Deposit minimum amount determined by using following table:

<u>Estimated Cost of Infrastructure Improvement(s):</u>		<u>Deposit:</u>
\$ 0	to \$ 10,000	\$ 1,500
\$ 10,001	to \$ 20,000	\$ 1,500 + 10% over \$ 10,000
\$ 20,001	to \$ 50,000	\$ 2,500 + 8% over \$ 20,000
\$ 50,001	to \$ 80,000	\$ 4,900 + 6% over \$ 50,000
\$ 80,001	to \$100,000	\$ 6,700 + 4% over \$ 80,000
\$100,001	to \$300,000	\$ 7,500 + 2% over \$100,000
\$300,001	to \$500,000	\$11,500 + 1% over \$300,000
\$500,001	to And Over	\$13,500 + 0.5% over \$500,000

Billing rate for plan review, quality assurance administration, inspection and testing

Public Works Director	\$125.00/Hour
Public Works Inspector (other than Public Works Director)	\$75.00.00/Hour
Administrative Assistant/Clerical	\$50.00.00/Hour

All hourly rates based on whole hour increments

All other costs, professional services and testing billed at actual cost plus 15%.

Photo Copies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$1.00/page

Postage or Delivery

(Postage or Courier Fees) Actual Cost

Reimbursement District Formation Fee

Deposit and actual costs to be paid in same methodology as the Plan Review/Quality Assurance fee, or as approved by the Public Works Director.

Sidewalk in Lieu of Fee \$100.00/per linear feet of street frontage
Fee to be paid in lieu of constructing sidewalks in accordance with the City's Sidewalk Ordinance 921.

Sewer Rates

Camera Fee with Two Operators	\$350.00/Hour
Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$141.40

Sewer System Usage (RV Dump Station)

Individual RV dump station use \$5.00/use

Sewer Monthly Fees

1 EDU = 195 Gallons per Day or 782 Cubic Feet per month. New construction may be required to provide a separate meter for landscaping and one for domestic use. Sewer rates for developments with separate domestic use meters will be billed monthly according to the current meter readings. Existing development without a separate meter for domestic use, will be billed for sewer service based on the meter readings taken during the winter months and will be reviewed and adjusted on an annual basis. (Charges are based on a flow rate method.) For seasonal businesses the calculated rates will be established based on a twelve month average use to account for seasonal trends. The City reserves the right to look at commercial/industrial users on a 12 month average.

Inside City Limits	\$70.70
Outside City Limits	2.5 times Inside City Limit rate (unless consent to annex waiver signed)

Initial accounts will be based on the table below:

A. Residential

Hotels/Motels/Motor Court/RV Park	1	EDU for management and
	0.5	EDU per room/space
Multiple Dwelling (Duplexes, Apartments and Trailer Courts)	0.7	EDU per unit
Senior Multi-Housing	1	EDU for management and
	0.8	EDU per additional unit
Single-Family Dwelling	1	EDU

B. Non-Residential

Churches	1	EDU per 200 seats and
	1	EDU for kitchen
Government Buildings	1	EDU per 10 Individuals operating the premises
Hospitals/Nursing Homes	1	EDU per 3 beds and
	1	EDU per 10 employees, administrators, and staff
Schools	1	EDU per 30 individuals including students, teachers, administration, and other staff

C. Commercial/Industrial

Where more than one business occupies a building, each business will be considered separately.

Barber Shops	0.3	EDU per chair
Beauty Shops	0.5	EDU per chair
Bowling Alley	1 1	EDU per 10 lanes, plus EDU for 600 sq. ft. of gross floor space for serving food
Car Wash	1	EDU per two stalls
Civic Clubs, Lodges, Senior Centers Serving Food	1	EDU per 30 seats
Delicatessens	1	EDU per 600 sq. ft. plus building or other business EDU's
Dry Cleaners	1	EDU per 500 sq. ft.
Exercise Salon with no Pool or Gym	1	EDU per 1,500 sq. ft.
Grocery Stores	1 1	EDU for each 10 employees plus EDU for each food prep. room
Industrial <i>(Additional charges may be assessed for toxic discharges) Plus: Charges for process waters according to demand where 360.5 gallons @ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU.</i>	1	EDU Per 10 Employees
Laundry, Coin Operated	0.5	EDU per washing machine
Medical, Dental, and Veterinary Clinics/Offices	1	EDU per 1,000 sq. ft.
Recreational Vehicle Dump Facility	1	EDU per dump outlet
Restaurants	1 1	EDU per 17 person seating capacity and EDU for each 10 employees
Restaurants, Drive-In	1 1	EDU per 17 person seating capacity and EDU for each 10 employees
Retail Stores, Service & Repair Shops, Banks, and General Offices (With the exception of Medical, Dental, and Veterinary)	1	EDU per 10 employees
Service Stations	2	EDUs
Spas and Recreational Facilities with Pool or Gym	1	EDU per 1,000 sq. ft.
Taverns/Lounges	1	EDU per 17 seats

Charges for facilities not listed will be based upon similar listed facilities, expected flows, and concentration of effluent or actual metering of water or wastewater.

SYSTEMS DEVELOPMENT CHARGES

The City adopts the Annual Updates for Inflation for periodic application of a cost index for all System Development Charges administrated by the City. The City adopted on April 23, 2019 additional System Development Exemptions to incentivize residential development, create jobs within the enterprise zone, and establish a schedule of typical transportation impacts within the C2 and C3 zones. Refer to Resolutions 10-2019, 11-2019, 12-2019, and 13-2019 for those exemptions and programs.

SDC Deferral Application Fee	\$200.00
Parks	
Single-Family Residential (i.e. one EDU)	\$2,200.00
Duplex or Multi-Family Residential (per # units)	\$220.00
Commercial (i.e. one EDU)	\$2,200.00
Industrial (i.e. one EDU)	\$2,200.00
<u>Wastewater SDC shall consist of both a reimbursement fee and an improvement fee.</u>	
Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.	
Wastewater inside city limits (3/4 x 5/8 meter)	\$6,063.20/MCE
See chart for additional meter sizes, multiple family & lodging facility unit charges.	
Wastewater outside city limits	2.5 times inside city limits rate*
* = unless applicant has signed a Consent to Annex and One Year Waiver	
Transportation	\$2,876.50
Per peak-hour person trip per current ITE manual & SDC Final Report methodology June 2019.	
Storm Drainage	\$258.50/RDE
Residential Drainage Equivalent (RDE)	
(3,000 Sq. Ft. Impervious Surface)	
Residential/Commercial/Industrial	
Water	\$1,590.60/MCE
Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)	
Water Rates	
Backflow Device Testing by City Contractor	Actual Costs
Backflow Device Testing by City Staff – all devices	\$80.00
Cross-Connection Variance	\$45.00
Meter Replacement/Test	
3/4-inch Service	\$50.00
Larger Service	Actual Cost
Meter Size Charges on Base (1st 500 cubic feet)	\$40.90
Each 100 Cubic Feet (excess of 500 minimum)	\$2.09/100 cu ft.
Portable Hydrant Meter Sales	\$2.09/100 cu ft.
Repair Service - After 3:30 pm	\$75.00 minimum fee plus (\$25.00 for each additional half hour)
Repair Service - During Office Hours (billed in half hour increments)	\$25.00 per half hour
(No Charge if Customer Installs Shut-Off Valve)	
Utility Re-Connect Fee	
Water Account	\$40.00
Sewer Account Only	
Sewer Disconnect Cap (must be dug up and capped at property line)	\$250.00
Water/Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$223.20
Water Meter Installation Fee	
3/4-inch to 1.5 inch Service	\$250.00
Larger Service	Actual Cost of Meter and Meter Setter

Delinquency Letter Notice Fee	\$5.00
Door Hanger Notice Fee	\$25.00
Stop Payment Request Fee (for refund checks that customer has lost)	\$32.00
Other fees and charges may be charged to recover costs for city services as determined by the City Administrator.	


3. Fee Schedule; Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 18-2022 in its entirety. 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 (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on July 1, 2022.

ADOPTED by the City Council and signed by the Mayor this 16th day of August, 2022.

Ayes: 6
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 0


 Richard Ladeby, Mayor

ATTEST:

 Lysa Vattimo, City Recorder

RESOLUTION NO. 24-2022

A RESOLUTION AUTHORIZING AND APPROVING THE FOLLOWING: (A) A CERTAIN LOAN AGREEMENT BETWEEN CITY OF MADRAS AND STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, PURSUANT TO WHICH CITY WILL RECEIVE A LOAN FROM STATE OF OREGON IN THE AMOUNT OF \$3,504,700 FOR THE JEFFERSON COUNTY TRANSPORTATION EQUITY PROJECT; (B) IN ACCORDANCE WITH THE LOAN AGREEMENT, CITY'S PLEDGE OF ITS FULL FAITH AND CREDIT, TAXING POWER, AND ANY HIGHWAY USER TAX APPORTIONMENT DUE CITY; AND (C) THE MAYOR AND CITY ADMINISTRATOR (AND THEIR DESIGNEES) TO TAKE ALL NECESSARY ACTIONS AND SIGN ALL NECESSARY DOCUMENTS, CERTIFICATES, INSTRUMENTS, AND/OR AGREEMENTS (INCLUDING, WITHOUT LIMITATION, THE LOAN AGREEMENT) TO EFFECTUATE THE LOAN TRANSACTION CONTEMPLATED UNDER THE LOAN AGREEMENT.

WHEREAS, City estimates that City's share of the Project costs will be \$3,504,700.00 (i.e., 24.4% of the estimated total Project costs of \$14,364,700.00); and

WHEREAS, to fund City's share of the Project costs, City desires to obtain a \$3,504,700.00 loan from State of Oregon ("State"), acting by and through its Department of Transportation (the "Loan"); and

WHEREAS, State has presented certain agreements, instruments, and/or documents concerning the Loan, including, without limitation, the following (individually and collectively, the "Loan Document(s)"): (a) Loan Agreement between State and City concerning the terms and conditions under which State will make the Loan to City (the "Loan Agreement"); and (b) Promissory Note in the original principal amount of \$3,504,700.00 concerning City's Loan repayment terms; and

WHEREAS, the Madras City Council (the "Council") finds that it is in City's best interests to obtain the Loan to fund its share of the Project costs; and

WHEREAS, the Council desires to (a) authorize and approve the Loan Documents, and (b) authorize, approve, and direct the mayor and city administrator (and their respective designees) to take all actions necessary to effectuate the Loan transaction, including, without limitation, signing and delivering the Loan Documents.

NOW, THEREFORE, the City of Madras resolves as follows:

1. Findings. The above-stated findings contained in this Resolution 24-2022 (this "Resolution") are hereby adopted.

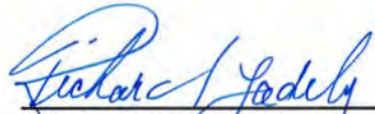
2. Loan Documents. The Council authorizes and approves the Loan and Loan Documents subject to any revisions the city administrator and/or city attorney determine necessary or appropriate. The Council authorizes, approves, and directs Richard Ladeby, as mayor, Gus W. Burril, as city administrator, and their respective designees to take all actions necessary to effectuate the Loan transaction, including, without limitation, signing and delivering the Loan Documents.

3. Full Faith and Credit Pledge. Without otherwise limiting the authority and approval provided under Section 2 of this Resolution, the Council authorizes and approves City's pledge of its full faith and credit and taxing powers and any highway user tax apportionment due City for repayment of the Loan.

4. Miscellaneous. 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 will be in full force and effect from and after its approval and adoption.

ADOPTED by the City Council for the City of Madras and signed by the Mayor this 23rd day of August, 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0



Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

RESOLUTION NO. 25-2022

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2022-2023.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2022-2023 that were authorized by the City Council pursuant to Resolution 17-2022; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2022-2023 appropriations to be in compliance with Oregon Budget Law;

WHEREAS, for purposes of this resolution recognizing unanticipated revenues; an adjustment that includes a transfer of appropriation from contingency of greater than 15%; an increase of appropriation of greater than 10%; a notice of a supplemental budget hearing was posted in the Madras Pioneer on September 21, 2022 to be in accordance with ORS 294.471 (3) (b);

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2022-2023 City Budget;

SECTION 2: The Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City:

	Adopted Budget	Increase	Decrease	Revised Budget
General Fund	8,184,676			8,829,944
Beginning Fund Balance	1,964,294	810,000		2,774,294
101-101-301-0101				
Shared Revenues	3,682,492		164,732	3,517,760
Multiple				
Capital Outlay-PD	72,737	61,000		133,737
Multiple				
Capital Outlay-Non Dept.	2,227,000	585,268		2,812,268
101-109-540-1702				
Contingency	50,000		1,000	49,000
101-109-590-1010				

REASON: Receive additional Grant Revenues for Homeless Services Center and allocate Capital Outlay projects that were not completed prior to FYE 6/30/2022.

	Adopted Budget	Increase	Decrease	Revised Budget
Transportation Operations	8,622,768			8,792,711
Interfund Transfers In Multiple	1,287,500	169,943		1,457,433
Materials & Services 204-040-520-2503	1,185,251	25,000		1,210,251
Capital Outlay 204-040-540-1330	5,800,000	169,943		5,969,943
Contingency 204-040-590-1010	75,000		25,000	50,000

REASON: Transfer In from Improvement Fee Fund and SDC Street Imp. For Developer Incentive related to 10th Street-Summer Place and Contingency for Transportation Safety Plan.

	Adopted Budget	Increase	Decrease	Revised Budget
Golf Course Fund	0			1,346,550
Charges for Services Multiple	0	150,275		150,275
Use of Money & Property Multiple	0	87,200		87,200
Interfund Transfers In Multiple	0	1,109,075		1,109,075
Materials & Services Multiple	0	680,750		680,750
Capital Outlay 208-208-540-1305	0	40,000		40,000
Reserve for Future Exp. 208-209-580-6001	0	600,000		600,000
Contingency 208-209-590-1010	0	25,000		25,000
Ending Fund Balance 208-208-595-1010	0	800		800

REASON: Create Golf Course Fund as an Enterprise Fund – Change in Budget Structure

	Adopted Budget	Increase	Decrease	Revised Budget
Parks Fund (formerly Parks & GC)	2,136,236			1,375,654
Interfund Transfers In	898,251		533,907	364,344
Multiple				
Charges for Services	139,475		139,475	0
Multiple				
Use of Money & Property	89,700		87,200	2,500
Multiple				
Contingency	50,000		25,000	25,000
206-209-590-1010				
Reserve for Future Exp.	610,000		600,000	10,000
206-209-580-6001				
Capital Outlay-Parks	265,000	40,000		305,000
206-206-540-1303				
Materials & Services-GC	670,750		670,750	0
Multiple				
Capital Outlay-GC	40,000		40,000	0
206-208-540-1305				
Interfund Transfers Out	0	535,168		535,168
206-209-550-1021				

REASON: Willowbrook Park Irrigation Project Increase; Split the Parks & Golf Course Funds - allocating correct expenditures and revenues between appropriate funds.

	Adopted Budget	Increase	Decrease	Revised Budget
Tourism/Economic Development Fund	1,109,997			1,109,997
Contingency	115,250		5,000	110,250
207-207-590-1010				
Special Payments	470,500	5,000		475,500
207-207-545-1227				

REASON: Utilize Contingency for Jefferson County Community Pathway Connector Project Grant Match.

	Adopted Budget	Increase	Decrease	Revised Budget
SDC Street Improvement Fund	1,142,719			1,142,719
Contingency	320,000		19,943	300,057
401-401-590-1010				
Interfund Transfers Out	278,500	19,943		298,443
401-401-550-1020				

REASON: Transfer out to Transportation Ops for 10th St Summer Place Incentives.

	Adopted Budget	Increase	Decrease	Revised Budget
SDC Park Improvement Fund	443,537			443,537
Contingency	360,000		40,000	320,000
402-402-590-1010				
Interfund Transfers Out	40,000	40,000		80,000
402-402-550-1002				

REASON: Transfer out for Willowbrook Irrigation Improvements.

	Adopted Budget	Increase	Decrease	Revised Budget
Improvement Fee Fund	516,212			516,212
Capital Outlay	470,000		150,000	320,000
409-409-540-2901				
Interfund Transfers Out	0	150,000		150,000
409-409-550-1015				

REASON: Transfer out to Transportation Ops for 10th St Summer Place Incentives

	Adopted Budget	Increase	Decrease	Revised Budget
Airport Operations Fund	2,480,355			2,935,519
Beginning Fund Balance	572,300	200,000		772,300
509-010-301-0101				
Revenue from Other Agencies	574,000	255,164		829,164
Multiple				
Materials & Services	1,076,843	61,000		1,137,843
Multiple				
Capital Outlay	777,000	261,293		1,038,293
509-090-540-1015				
Contingency	50,000	132,871		182,871
509-090-590-1010				

REASON: Receive grant for Apron and Fencing Improvements and allocate grant expenditures. Recognize additional revenue from Beginning Fund Balance for ARFF maintenance per the agreement; Airport R&M and an increase in Contingency.

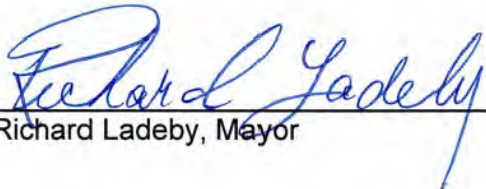
	Adopted Budget	Increase	Decrease	Revised Budget
Community Development Fund	702,378			812,378
Beginning Fund Balance				
505-010-301-0101	81,878	50,000		131,878
Shared Revenues				
505-505-340-4805	0	60,000		60,000
Personnel Services				
505-505-510-1001	305,142		50,000	255,142
Materials & Services				
505-505-520-2503	270,571	160,000		430,571

REASON: Additional Revenues from Beginning Fund Balance and DLCDC Grant; Allocate change in personnel and Professional Services needs for fiscal year priorities.


SECTION 3: This resolution shall become effective on September 27, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 27th day of September 2022.

Ayes: 6
 Nays: 0
 Abstentions: 0
 Absences: 0
 Vacancies: 0


 Richard Ladeby, Mayor

ATTEST:


 Lysa Vattimo, City Recorder

RESOLUTION NO. 26-2022

A RESOLUTION ESTABLISHING THE GOLF COURSE FUND, SETTING A REVIEW DATE OF NOT LATER THAN JANUARY 2032 AND IDENTIFYING WHERE THE UNEXPENDED OR UNOBLIGATED BALANCE WOULD BE TRANSFERRED WHEN THE FUND IS ABOLISHED.

WHEREAS, any revenues that result from the operation of a local government or that are paid by its customers for programs or services provided by it should be budgeted as a resource in the fund from which the operation or service is financed; and

WHEREAS, the Golf Course Fund is established to manage the revenue and expenditures related to the Enterprise activities at the Golf Course; and

WHEREAS, best practices for budgeting include a systematic review of budget funds; and

WHEREAS, the City will establish a review date of not later than January 2032 for the Golf Course Fund as best practice; and

WHEREAS, any unexpended or unobligated balance left in the fund when it is abolished will be transferred to the Wastewater Operations Fund.

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

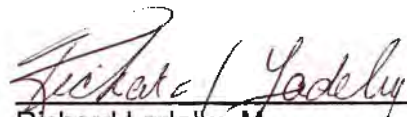
SECTION 1: Because of the circumstances stated above, the Mayor and City Council of the City of Madras determine that it is necessary to create the Golf Course Fund, set a review date, and identify where unappropriated or unexpended resources will be transferred in the event the fund is abolished.

SECTION 2: The Finance Director is hereby authorized and directed to and create the fund as outlined above on behalf of the City:

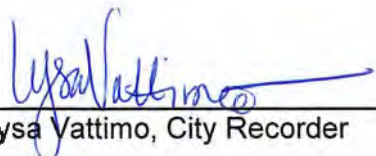
SECTION 3: This resolution shall become effective on September 27, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 27th day of September 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

RESOLUTION NO. 27-2022

A RESOLUTION RENAMING THE PARKS AND GOLF COURSE FUND TO THE PARKS FUND, SETTING A REVIEW DATE OF NOT LATER THAN JANUARY 2032 AND IDENTIFYING WHERE THE UNEXPENDED OR UNOBLIGATED BALANCE WOULD BE TRANSFERRED WHEN THE FUND IS ABOLISHED.

WHEREAS, any revenues that result from the operation of a local government or that are paid by its customers for programs or services provided by it should be budgeted as a resource in the fund from which the operation or service is financed; and

WHEREAS, the Parks Fund & Golf Course Fund is being renamed to the Parks Fund to exclude the Desert Peaks Golf Course revenue and expenditure; and

WHEREAS, best practices for budgeting include a systematic review of budget funds; and

WHEREAS, the City will establish a review date of not later than January 2032 for the Parks Fund as best practice; and

WHEREAS, any unexpended or unobligated balance left in the fund when it is abolished will be transferred to the General Fund.

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

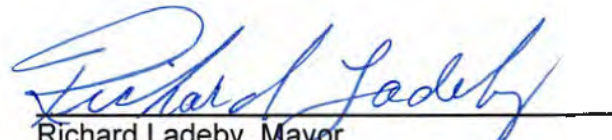
SECTION 1: Because of the circumstances stated above, the Mayor and City Council of the City of Madras determine that it is necessary to create the Parks and Golf Course Fund, set a review date, and identify where unappropriated or unexpended resources will be transferred in the event the fund is abolished.

SECTION 2: The Finance Director is hereby authorized and directed to and create the fund as outlined above on behalf of the City:

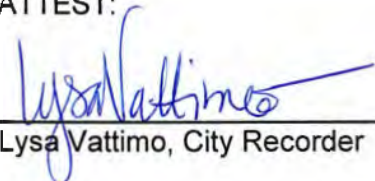
SECTION 3: This resolution shall become effective on September 27, 2022.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 27th day of September 2022.

Ayes: 6
Nays: 0
Abstentions: 0
Absences: 0
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:


Lysa Vattimo, City Recorder

RESOLUTION NO. 28-2022

A RESOLUTION ADOPTING THE CITY OF MADRAS' REPRESENTATION IN THE UPDATES TO THE JEFFERSON COUNTY, MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN.

WHEREAS, the City of Madras recognizes the threat that natural hazards pose to people, property and infrastructure within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people, property and infrastructure from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Madras has fully participated in the FEMA prescribed mitigation planning process to prepare the *Jefferson County, Multi-Jurisdictional Natural Hazard Mitigation Plan*, which has established a comprehensive, coordinated planning process to eliminate or minimize these vulnerabilities; and

WHEREAS, the City of Madras has identified natural hazard risks and prioritized a number of proposed actions and programs needed to mitigate the vulnerabilities of the City of Madras to the impacts of future disasters within the *Jefferson County, Multi-Jurisdictional Natural Hazard Mitigation Plan*; and

WHEREAS, these proposed projects and programs have been incorporated into the *Jefferson County, Multi-Jurisdictional Natural Hazard Mitigation Plan* that has been prepared and promulgated for consideration and implementation by the cities of Jefferson County; and

WHEREAS, the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials pre-approved the *Jefferson County, Multi-Jurisdictional Natural Hazard Mitigation Plan* and the City of Madras addendum dated September 05, 2022, contingent upon this official adoption of the participating governments and entities;

WHEREAS, the NHMP is comprised of four main elements: Basic Plan, Hazard Annex, City Addenda, and Mitigation Resources, collectively referred to herein as the NHMP; and

WHEREAS, the NHMP is in an on-going cycle of development and revision to improve its effectiveness; and

WHEREAS, City of Madras adopts the NHMP and directs the City Administrator and/or their designee to develop, approve, and implement the mitigation strategies and any administrative changes to the NHMP.

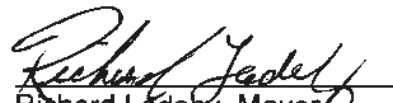
NOW, THEREFORE, BE IT RESOLVED, that the City of Madras adopts the *Jefferson County, Multi-Jurisdictional Natural Hazards Mitigation Plan* as an official plan; and

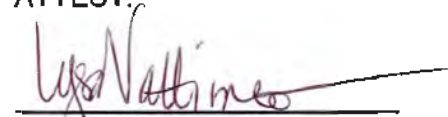
BE IT FURTHER RESOLVED, that the City of Madras will submit this Adopted Resolution to the Jefferson County Emergency Manager for submission to the Oregon Office of Emergency

Management and Federal Emergency Management Agency, Region X officials to enable final approval of the *Jefferson County, Multi-Jurisdictional Natural Hazards Mitigation Plan*.

APPROVED and ADOPTED by the City Council of the City of Madras and signed by the mayor this 8th day of November, 2022.

Ayes: 5
Nays: 0
Abstentions: 0
Absences: 1
Vacancies: 0


Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder