A decorative border of repeating floral motifs surrounds the central text. The motifs are stylized, resembling small flowers or leaves, arranged in a continuous line.

CITY COUNCIL MEETING PACKET

MARCH 8, 2016



City of Madras
City Council Meeting
City Council Chambers

March 8, 2016
7:00 p.m.

AGENDA

- I Call to Order

- II Pledge of Allegiance and Prayer

- III Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the Madras City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Approval of Vouchers

- B. Approval of Minutes From the February 23, 2016
City Council Work Session

- C. Approval of Minutes From the February 23, 2016
City Council Meeting

- D. Approval of Memorandum of Understanding - Water Rights (1.2 acres)
Jefferson County Rod and Gun Club

- E. Approval of Contract Change Order No. 2 - Latham Excavation
Load, Haul, and Spread Fill Materials Removed From
St. Charles Madras Site for use on the
Madras Municipal Airport West Access Road Project #2015-09

- F. Approval of First Amendment to Professional Services Contract
Bend Mailing Services, LLC dba BMS Technologies
Deletes Professional Liability Insurance Requirement
- G. Approval of Contract Amendment to Oregon Department of Transportation
Grant Agreement No. 30770
Madras Cascades East Transit Project #2015-01
- H. Acceptance of Councilor Brown's Resignation From his Position on the
Urban Forestry Commission and Appointment of Councilor Gary Walker
to fill the Vacancy

Councilor Gary Walker Term: April 1, 2016 to December 31, 2016

IV Visitor Comments

V Deer Ridge American Legion Post 131 - Veteran Memorial
Flag Pole Request

Councilor Richard Ladeby

VI Award of Construction Services Contract - Seven Peaks Paving LLC.
Desert Peaks Golf Course Cart Path Paving Project

Golf Course Superintendent/Parks Supervisor, Jonathan Burchell

VII Special Procurement Under ORS 279B.085 for 2017 Solar
Eclipse Event Planner Contract

HR and Administrative Coordinator, Sara Puddy

VIII Additional Comments, Announcements, and Department Reports

IX Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the City Council to consider additional subjects. Meetings are subject to cancellation without notice.

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the

discretion of the Council. The meeting may be audio taped. Minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible. Those needing assistance should contact the City Recorder two (2) days in advance of the meeting.

Executive Sessions are not open to the public; however, members of the press are invited to attend.

The City of Madras is an Equal Opportunity Provider.

DISBURSEMENTS LIST - February 2016

For Council Review and Approval

101-106	General Fund - Police	15,595.99
204	Transportations Operations Fund	14,894.08
206	Parks Fund	1,163.96
207	Tourism/Economic Development	98.18
306	Debt Service Fund	0.00
401	SDC Street Improvement Fund	0.00
402	SDC Park Improvement Fund	0.00
403	SDC Wastewater Improvement Fund	0.00
404	Airport Construction Fund	0.00
405	SDC Water Fund	0.00
406	SDC Stormwater Construction Fund	0.00
407	SDC Wastewater Reimbursement Fund	0.00
408	SDC Street Reimbursement Fund	0.00
409	Improvement Fee Fund	0.00
502	Water Operations Fund	13,984.95
503	Wastewater Operations Fund	50,114.70
504	Industrial Site Fund	10,284.68
505	Community Development Fund	8,759.21
509	Airport Operations Fund	232,947.13
802	Internal Services Fund-Central Services	25,934.52
803	Internal Services Fund-Public Works Staff	25,181.04
804	Internal Services Fund-Buildings	7,934.71
805	Internal Services Fund-Fleet	35,442.79
999	Treasurer's Cash-Customer Refunds	150.95

GRAND TOTAL **442,486.89**

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

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Time, Place, Manner Restrictions	\$4,896.00
2/8/2016	MEYER MACHINE & EQUIPMEN	HARDY PRO-AIR SYST & SERV - PO 10767: Sutor Bilt Blower	\$4,165.36
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Daimler Trucks Development	\$3,136.00
2/1/2016	BRENNTAG PACIFIC	BRENNTAG - 1854 GAL 12.5% Sodium Hypochlorite	\$2,858.08
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program: Staff Class Evaluations, Staff International Travel	\$2,808.00
1/29/2016	L3 FLOORING	L3 FLOORING - PO10876: Aero Air Flooring Replacement Insurance claim	\$2,650.00
2/10/2016	BLACK BEAR DINER MADRAS	BLACK BEAR DINER - PO 10270: Employee Appreciation Dinner Catering	\$2,044.00
2/16/2016	OVERTON SAFETY TRAININ	OVERTON SAFETY TRAINING - PO 10772: Service Truck Training (SWWTP)	\$1,595.00
2/1/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Dogwood/Runway/Beige(Dec-Jan)	\$1,586.80
2/18/2016	CONSOL SUPPLY	CONSOL SUPP - PO 10768: #100 Parks Metering Project	\$1,558.46
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Support Services (February)	\$1,538.88
2/23/2016	PAYPAL STREETSAVER	STREETSAVER - PO 10879: StreetSaver Subscription Renewal	\$1,500.00
2/8/2016	SONICLEAR	SONICLEAR - PO 10269: Government Recorder 9	\$1,495.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Marijuana Tax	\$1,472.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Central Services Misc.	\$1,376.00
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Support Services (February)	\$1,302.12
2/3/2016	SHIELDING INTERNATIONAL	SHIELDING - PO 10564: Uniforms for Public Works	\$1,249.00
2/9/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - PO 10269: Install of Gov. Recorder 9 License	\$1,200.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Road Transfer IGA w/ Jeff Co.	\$1,086.00
2/16/2016	TS & S FORD	TS & S FORD - #111 Starter Ring Gear Replacement	\$1,037.47
2/10/2016	SONSRAY MACHINERY LLC	SONSRAY - PO10878: Auger Teeth, Augers for Skid Steer	\$1,020.01
2/1/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQ - PO 10828: Replace/Repair Tee Reels/Bedknives	\$1,011.29
2/11/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - Fix Heat in GA Office & Conf. Room	\$1,000.00
1/26/2016	CASELLE	CASELLE - Monthly Support Services (Feb)	\$987.67
2/11/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - Fix Heat in EDCO Office at Airport	\$959.50
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Misc. Land Use	\$912.00
2/18/2016	TRAFFIC SAFETY SUPPLY CO	TRAFFIC SAFETY SUPPLY - PO # : Bases for "Tree City USA Signs"	\$867.82
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - 179 D St. Code Enforcement Cleanup	\$867.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Nuisance Property: 179 D ST.	\$864.00
2/11/2016	RADIATOR CLINIC	RADIATOR CLINIC - PO 10834: New Radiator Core for Ruff Mower	\$860.00
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Support Services (February)	\$828.63
1/27/2016	MADRAS TIRE FACTORY	MADRAS TIRES - PO10874 #150 2500 Chevy Crew Cab Tires	\$812.80
2/9/2016	AMERICAN PLANNING ASSOCI	AMERICAN PLANNING - PO 10432: N. Sneed: Planning Conference Registry	\$810.00
2/16/2016	VZWRLSS MY VZ VB P	VERIZON - PW February 2016 Cell Phone Charges	\$778.76
2/22/2016	ODOT HWY BILLING PYMTS	ODOT HWY BILLING - Po 10882: Purple Heart Signs for Hwy	\$736.58
2/12/2016	DECATUR ELECTRONICS INC	DECATUR ELECTRONICS - PO 11051: Radar Gun Tuning Forks	\$714.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Memorandum of Understanding: Sandbagger	\$688.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Public Works Misc.	\$684.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program	\$683.15
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Time, Place, Manner Restrictions	\$643.50
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program	\$639.89
2/22/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - #48 Tanker Truck: Engine Repair	\$617.79
2/3/2016	MADRAS AUTO PARTS	MADRAS AUTO - PO 10873: Floor Jack for Shop	\$599.99
1/21/2016	TS & S FORD	TS & S - PO 10870: #147 Ford Taurus Heater	\$539.92
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Down Pmt for Email Encryption Software	\$510.00
2/5/2016	STOP STICK LTD	STOP STICK LTD - Tack Strips for Eluding Veh	\$472.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Sign Ordinance	\$464.00
2/5/2016	PLATT ELECTRIC	PLATT ELECTRIC - Sawzall & Access.	\$457.72
2/1/2016	GOWDY BROS ELECTRIC INC	GOWDY BROS ELECTRIC - Annual Fire Alarm Inspection	\$450.00
2/10/2016	EWING IRRIGTN PRDTS	EWING IRRIGATION PRODUCTS - #492 - 2" Back Flow Device	\$426.69
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Wastewater SCADA Upgrade Project	\$412.00
1/28/2016	OREGON ASSOC OF WATER UTI	OAWU - G. Wood: OAWU Training Registration	\$405.00
1/28/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Aqua Shade for SWWTP Pond	\$403.36
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program	\$398.35
2/1/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQ - Replace/Repair Tee Reels/Bedknives	\$394.35
2/4/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Evidence Receipts	\$393.50
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Urban Growth Mgmt Agreement	\$392.00
2/19/2016	DT HILTON PORTLAND-FD	DT HILTON PORTLAND - M.Hansen & K.Hollyman: Lodging-Excel Training	\$380.14
2/13/2016	TREASURE VALLEY COFFE	TREASURE VALLEY COFFE - Coffee Urns, Tea, Creamer, Coffee	\$377.40

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Grass Runway Agreement	\$375.00
2/23/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK- #48 Tanker Service for Recalls	\$369.95
2/10/2016	OVHD DR CO CNTRL OREGON	OVERHEAD DOOR - Airport Shop Door Repair on East 12'x12'	\$356.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Dangerous Building Ordinance	\$352.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Community Dev. Misc.	\$342.00
1/25/2016	TRAFFIC SAFETY SUPPLY CO	TRAFFIC SAFETY SUPPLY South Y Signage Prince/Palmain/Cypress/Outpost	\$330.87
2/10/2016	UNITED AIRLINES	UNITED - PO 10432: N. Snead- Planning Conference Flight	\$306.20
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Down Pmt for Email Encryption Software	\$306.00
1/22/2016	L3 FLOORING	L3 FLOORING - Aero Air Flooring Repair Water Leak (Insurance Claim)	\$300.00
2/1/2016	RICOH USA, INC	RICOH - Community Dev. Printing Copies (Jan)	\$296.23
1/26/2016	MADRAS AUTO PARTS	MADRAS AUTO - #74 Elgin Sweeper Batteries & Hardware	\$289.66
2/1/2016	FERRELLGAS L P	FERRELLGAS - 185 Gal Propane, Fuel Surcharge	\$286.97
2/17/2016	THE GRAND HOTEL SALEM	THE GRAND HOTEL - R. Berg: Meal- OAMA Conference	\$283.80
2/8/2016	NORTHSIDE FORD TRUCKS	NORTHSIDE FORD - #55 Sand Truck Front Marker Lights	\$258.87
2/3/2016	MADRAS AUTO PARTS	MADRAS AUTO - #53 Elgin Sweeper Batteries	\$256.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Temp Agency Hiring Agreement	\$252.00
2/16/2016	TS & S FORD	TS & S FORD - #111: New Transmission Flush, Engine Service	\$247.20
1/29/2016	USA BLUE BOOK	USA BLUE BOOK - Meter Rebuild Kit	\$245.38
1/29/2016	USA BLUE BOOK	USA BLUE BOOK - Water Meter Valve	\$243.42
2/3/2016	L A POLICE GEAR INC	L A POLICE GEAR - (2) Basic Combat Life Support Kit	\$242.97
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Handbook	\$240.00
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Support Services (February)	\$236.75
2/1/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - LIG (Dec-Jan)	\$230.58
2/22/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - #53 Transmission Shift	\$228.96
2/18/2016	MADRAS AUTO PARTS	MADRAS AUTO - Sweeper/Mower Parts: Spark Plug, Air Filter, Stud Post	\$225.04
1/22/2016	PAYPAL PACIFICNORT	PACIFICNORT - K. Bedell: ORWARN Conference	\$225.00
2/12/2016	SEARS HOMETOWN 5017	SEARS - Vacuum, Mini Shop Vac for PD Vehicles	\$219.98
2/8/2016	PLATT ELECTRIC	PLATT ELECTRIC -115 Sawzall Tool and Batteries	\$219.66
2/1/2016	RICOH USA, INC	RICOH - Central Services Printing Copies	\$218.20
2/1/2016	RICOH USA, INC	RICOH - Police Dept. Printing Copies (Jan)	\$216.88
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Lease Agrmnt Easement: Keith Manufacturing	\$208.00
1/27/2016	MADRAS TIRE FACTORY	MADRAS TIRE - #150 Chevy Crew Cab Rear Brake Pads	\$204.95
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Shops Services (Jan)	\$203.86
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters for #207 Park Mower	\$200.46
2/3/2016	GSM, LLC	GSM - Stealth Camera for Investigations	\$200.25
2/12/2016	EDUMIND	EDUMIND - J. Hurd: Live Online School of PE Training	\$200.00
2/19/2016	BEND BROADBAND	BENDBROADBAND- Police Dept Internet Services (Feb)	\$195.00
2/18/2016	CONSOL SUPPLY	CONSOL SUPPLY - Vault Box, Plastic Cover	\$194.89
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee/Investigation Matter	\$192.00
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Airport Services (Jan)	\$188.50
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Airport Ops Misc.	\$176.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Easement for Sewer Main Extension	\$176.00
1/22/2016	PHILS HARDWARE	PHILS HARDWARE - Building Maint. City Hall Fuses	\$175.29
1/28/2016	OREGON ASSOC OF WATER UTI	OREGON ASSOC OF WATER : G. Poland: Assoc. of Utilities Registration	\$170.00
2/9/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - Drinking Water Samples (E Coli/Coliform)	\$168.00
2/1/2016	BEND BROADBAND	BEND BROADBAND - Monthly Services (February)	\$163.07
1/27/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids Test	\$162.00
2/9/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD and Suspended Solids Tests	\$162.00
2/11/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD and Total Suspended Solids Tests	\$162.00
2/18/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD, Total Suspended Solids Tests	\$162.00
2/16/2016	SUNRIVER RESORT LODGE	SUNRIVER RESORT - B.Doan OAWU Lodging	\$159.00
2/1/2016	USA BLUE BOOK	USA BLUE BOOK - Paint, Gloves, Buffer	\$157.89
2/4/2016	USA BLUE BOOK	USA BLUE BOOK - Sheaves for Blowers	\$152.87
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Bean Foundation MOU	\$152.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Bean Foundation MOU	\$152.00
2/10/2016	SGA CPAS CONSULTANTS	SGA CPAS - Prepare Audit Memo for Taxation of EEAP Program	\$144.02
2/15/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Wire Butt Connectors	\$139.54
2/20/2016	EB 2016 EDCO ANNUAL L	EB 2016 EDCO - Annual Luncheon for Councilors Montgomery & Embanks	\$139.14
2/1/2016	BEND BROADBAND	BEND BROADBAND - Monthly Services (February)	\$137.99

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/23/2016	ADT SECURITY	ADT SECURITY - PW Building Security (Feb-April)	\$137.22
1/29/2016	STAPLES DIRECT	STAPLES - Ink, Envelope Moistener	\$135.44
2/10/2016	SGA CPAS CONSULTANTS	SGA CPAS - Prepare Audit Memo for Taxation of EEAP Program	\$134.90
2/5/2016	OREGON GOLF COURSE SUPERI	GCSAA OR Chapter - R.Rohach: Membership	\$130.00
1/27/2016	PAYPAL SEAVEYASSOC	SEAVEY ASSOC. - R.Fulton: Fleet Summit Training Registration	\$129.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - MOU w/ Jeff. Co. Fair Complex	\$128.00
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - #74- A Sweeper Battery	\$128.00
2/10/2016	SLATER CHIROPRACTIC	SLATER CHIROPRACTIC - CDL Physical	\$125.00
2/1/2016	RICOH USA, INC	RICOH - Public Works Printing Copies (Jan)	\$124.29
2/4/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - MRC Budget Committee Notices	\$122.06
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - Bottle Jacks for Shop	\$121.96
2/8/2016	SONSRAY MACHINERY LLC	SONSRAY MACHINER auger teeth for skid steer	\$121.35
1/25/2016	PEO	PEO - G. Burril Annual Membership Dues for PE	\$120.00
1/30/2016	STAPLES DIRECT	STAPLES - Echo Smart Pen	\$119.99
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Support Services (February)	\$118.37
2/1/2016	IBS, INC.	IBS INC - Peat Moss	\$118.14
2/22/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Parts for Park Meters: Elbows, PVC Pipe	\$116.63
1/21/2016	SUNRIVER RESORT LODGE	SUNRIVER RESORT - G. Wood: Deposit for Lodging for OAWU	\$113.00
2/1/2016	SQ D'S LOCK AND KE	D'S LOCK AND KEYS - 8 Keys, Combination Change, Service Call	\$113.00
2/1/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - ORD 882, 883, 884, 885	\$110.44
2/19/2016	AG WEST SUPPLY MADRAS	AG WEST - #149: Leg Jack	\$108.76
2/1/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Supplemental Budget	\$108.50
2/12/2016	SHILO INN SEASIDE OCE	SHILO INN SEASIDE - M. Rochelle - Lodging-Officer Funeral	\$107.91
2/12/2016	SHILO INN SEASIDE OCE	SHILO INN - S. Webb - Lodging - Officer Funeral	\$107.91
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Down Pmt for Email Encryption Software	\$102.00
2/1/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Down Pmt for Email Encryption Software	\$102.00
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters for Parks Mowers	\$100.14
2/4/2016	IN TECHNICAL LEARNING CO	TECHNICAL LEARNING - W. Brewer: Wastewater Treatment Training	\$100.00
2/12/2016	IN TECHNICAL LEARNING CO	TECHNICAL LEARNING - W. Brewer: Wastewater Collection Training	\$100.00
2/10/2016	BEST BUY	BEST BUY - Camera	\$99.99
2/1/2016	CENTRAL OREGON FIRST AID	CENTRAL OREGON FIRST AID - Restock First Aid Kit	\$99.85
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - PD/CH Services (Jan)	\$98.66
2/1/2016	CENTRAL OREGON FIRST AID	CENTRAL OREGON FIRST AID - First Aid Supplies	\$98.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Wastewater Ops Misc.	\$96.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Prospective Petition: Local Initiative	\$96.00
2/9/2016	BAR HEIN CO	BAR HEIN CO - Air Filters for #209 & 211 (Parks Mowers)	\$95.94
1/28/2016	TREASURE VALLEY COFFE	TREASURE VALLEY - Creamer, Cups, Coffee	\$94.95
2/1/2016	BEND BROADBAND	BEND BROADBAND - Airport Monthly Services (February)	\$91.90
2/10/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Elbow, Nipple, Couplings	\$90.92
1/21/2016	SAFEWAY STORE	SAFEWAY - Hosted Coffee Coppers	\$90.53
2/5/2016	CASCADE OFFICE SUPPLY	CASCADE OFFICE - CD's, DVD's, Stapler	\$89.76
2/1/2016	BEND BROADBAND	BEND BROADBAND - Monthly Services (February)	\$87.81
2/2/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - City Hall Paper Towels and Toilet Paper	\$87.20
2/4/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Parks Meters: Pipe, Elbows, Tee	\$85.89
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Temp Agency Hiring Agreement	\$84.00
2/10/2016	SGA CPAS CONSULTANTS	SGA CPAS - Prepare Audit Memo for Taxation of EEAP Program	\$83.98
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program	\$81.11
2/19/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Valve Box, Extender, Primer, Elbows	\$80.39
2/12/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Pipe, Elbows, Adapters, Tee's	\$80.28
2/1/2016	USA BLUE BOOK	USA BLUE BOOK - Hach M-Endo Broth	\$77.65
2/9/2016	NORTHSIDE FORD TRUCKS	NORTHSIDE FORD - #74 Elgin Sweeper Washer Tank	\$75.70
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Transfer Station	\$75.24
2/23/2016	TELEDYNE ISCO	TELEDYNE ISCO - Portable WW Sampler Parts	\$70.50
2/1/2016	RICOH USA, INC	RICOH - PW Building Printing Copies (Jan)	\$69.83
2/1/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Public Notice 1/20	\$69.76
2/11/2016	EB 2016 EDCO ANNUAL L	EB 2016 EDCO - Annual Luncheon - Councilor Brown	\$69.57
2/11/2016	EB 2016 EDCO ANNUAL L	EB 2016 EDCO - Annual Luncheon - G. Burril	\$69.57
2/17/2016	PHILS HARDWARE	PHILS HARDWARE - Pressure Gauge and Hose	\$66.94
1/25/2016	PHILS HARDWARE	ACE - Parks Meter Parts: Couplings, Cement, Primer, Adapter, Elbows	\$64.84

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/22/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters for # 74 Elgin Sweeper	\$64.57
2/19/2016	HILTON PORTLAND FB	HILTON PORTLAND - M.Hansen & K.Hollyman: Meal-Excel Training	\$64.40
1/28/2016	TREASURE VALLEY COFFE	TREASURE VALLEY COFFE - Sugar, Coffee, Creamer	\$62.90
2/1/2016	MISSION LINEN	MISSION LINEN - PW Mat Services (Jan)	\$62.65
2/16/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (Feb)	\$62.65
1/26/2016	OR DEPT OF AGRICULTURE	OR DEPT OF AG - Pest License	\$60.00
2/9/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - Rented Jackhammer	\$60.00
2/1/2016	ADT-PROTECT YOUR HOME	ADT-PROTECT YOUR HOME - Golf Shop Security	\$59.99
2/2/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Parks Toilet Paper	\$57.00
2/8/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Received Stamp for Community Dev.	\$56.25
2/1/2016	CENTURYLINK	CENTURYLINK - Self Service Airport Services (Jan-Feb)	\$55.74
1/27/2016	LAWSON PRODUCTS	LAWSON - Wiring Crimp Ends for Shop	\$54.49
2/18/2016	MADRAS BODY AND GLASS	MADRAS BODY - #67 Door Linkage (Passenger Door)	\$54.00
2/19/2016	CASCADE OFFICE SUPPLY	OFFICE SUPPLY/CASCADE - Ink Pens	\$51.99
2/17/2016	AG WEST SUPPLY MADRAS	AG WEST - Parts for Park Meters: Hardware	\$51.91
1/29/2016	ALERT SAFETY SUPPLY INC	ALERT SAFETY SUPPLY - Safety Coat	\$51.00
2/1/2016	PHILS HARDWARE	ACE - Batteries for PW Office	\$50.96
2/1/2016	MADRAS OIL CENTER	MADRAS OIL CENTER - Veh #1301 Oil Change	\$50.90
1/29/2016	GG JEFFERSON COUNTY R	JEFFERSON COUNTY - Cherry Tree Banquet: N.Snead	\$50.00
1/29/2016	GG JEFFERSON COUNTY R	JEFFERSON COUNTY - Cherry Tree Banquet: T. Stanfill	\$50.00
1/29/2016	GG JEFFERSON COUNTY R	JEFFERSON COUNTY - Cherry Tree Banquet: R. Embanks	\$50.00
1/29/2016	GG JEFFERSON COUNTY R	JEFFERSON COUNTY - Cherry Tree Banquet: S. Puddy	\$50.00
2/3/2016	IN QUANTUM COMMUNICATION	QUANTUM COMM. - Add'l Ethernet port for Radio Traffic	\$50.00
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Park Litter Cans (Jan)	\$50.00
1/27/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Overnight Shipping: Evidence	\$47.97
2/18/2016	66 STANFORDS	66 STANFORDS - M.Hansen & K.Hollyman: Meal-Excel Training	\$47.05
2/22/2016	GARY GRUNER CHEVROLET	GARY GRUNER CHEVROLET - Veh #1401 Oil Change	\$46.87
1/27/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters (150 Chevy Crew Cab, WW Pickups)	\$45.15
2/8/2016	SUBWAY 00116871	SUBWAY - Solar Eclipse Mtg 2-8-16	\$45.00
2/9/2016	PHILS HARDWARE	PHILS HARDWARE - Face Shield	\$44.96
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - SWWTP Services (Jan)	\$44.89
1/28/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Lamination Sheets	\$44.00
2/18/2016	TORO BRAVO	TORO BRAVO - M.Hansen & K. Hollyman Meal-Excel Training	\$43.70
2/12/2016	MADRAS TIRE FACTORY	MADRAS TIRES - # 102 Front Flat Repair	\$43.41
2/17/2016	BENTLEYS GRILL	BENTLEYS GRILL - R. Berg: Meal- OAMA Conference	\$43.00
2/16/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Sewer Camera Shipment	\$42.77
2/12/2016	GREAT EARTH CAFE AND MARK	GREAT EARTH - Budget Work Session Lunch Meeting (McNamee, Burril, Hurd, Hansen)	\$42.65
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Fishing Pond Litter Cans (Jan)	\$42.09
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Urban Growth Mgmt Agreement	\$40.00
2/16/2016	SMITH AND LOVELESS INC	SMITH AND LOVELESS - PistaGrit Repair Parts: Gaskets	\$38.53
2/4/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Elbows, Couples, Adapters	\$37.35
2/16/2016	MISSION LINEN	MISSION LINEN - PW Mat Services (Feb)	\$36.98
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters for # 206 Parks Mower	\$36.44
2/11/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Nipple, Caps, Cement, Couplings	\$35.45
1/29/2016	CASCADE OFFICE SUPPLY	CASCADE OFFICE- Cork Board Webb Office, Ink Pens	\$35.32
2/12/2016	PHILS HARDWARE	PHILS HARDWARE - Nuts and Bolts	\$35.20
2/19/2016	DT HILTON PORTLAND-FB	DT HILTON PORTLAND - M.Hansen & K.Hollyman: Meal-Excel Training	\$35.00
2/1/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Supplemental Budget	\$34.88
2/1/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (Jan)	\$34.75
2/2/2016	BI-MART	BI-MART -Vehicle Cleaning Supplies	\$34.61
2/19/2016	STAPLES DIRECT	STAPLES - 3V Front Door Battery	\$33.98
2/18/2016	FIGAROS PIZZA	FIGAROS PIZZA - Public Works Staff Meeting (Lunch)	\$32.98
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Airport Ground Lease: Aeronautical	\$32.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Amendment to Wilbur-Ellis Lease	\$32.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Employee Tuition Program: Staff Loan	\$32.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Plotter Agreement	\$32.00
2/17/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Multifold Towels	\$31.95
2/18/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Park Meters: Elbows	\$31.94
2/23/2016	CHEVRON	CHEVRON - G. Poland Gas for Training	\$31.65

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/20/2016	OLD TOWN PIZZA - DAVIS	OLD TOWN PIZZA - M.Hansen & K.Hollyman: Meal-Excel Training	\$31.40
1/27/2016	MADRAS AUTO PARTS	MADRAS AUTO - Floor Mats (150 Chevy Crew Cab & WW Pickups)	\$29.99
2/18/2016	AG WEST SUPPLY MADRAS	AG WEST - Parts for Park Meters: Hardware	\$29.98
2/11/2016	ZYDECO	ZYDECO -B.McNamee & M. Hansen: Meal: OR Budget Law Workshop	\$29.90
2/5/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Adapter, Nipples, Cable Ties	\$28.95
2/12/2016	SHILO INN REST	SHILO INN REST -M. Rochelle - Meal- Officer Funeral	\$28.00
1/26/2016	LA SEN VIETNAMESE GRILL	LA SEN VIETNAMESE GRILL - J. Hurd: Meal - RTP Workshop	\$27.00
2/19/2016	CASCADE OFFICE SUPPLY	CASCADE OFFICE - PW Markers, Flash Drive, Clip Board	\$26.76
1/28/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Ipad Cleaning Supplies	\$26.49
2/15/2016	BI-MART	BI-MART - Vehicle Cleaning Supplies	\$26.48
1/21/2016	PHILS HARDWARE	PHILS HARDWARE -Meters for Parks: Trowel Ergo, Couplings	\$26.46
2/1/2016	BEND BROADBAND	BEND BROADBAND - Monthly Services (February)	\$25.09
1/22/2016	TEXACO	TEXACO - Fuel for City Hall Staff Car	\$24.89
2/1/2016	RICOH USA, INC	RICOH - SWWTP Printing Copies (Jan)	\$24.75
2/23/2016	RICOH USA, INC	RICOH - Wastewater Printing Services (Feb)	\$24.75
2/3/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Parks Meters: Tubing Cutter	\$23.99
1/26/2016	BI-MART	BI-MART - AA Batteries and SD Card	\$23.98
2/1/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-bout (Dec-Jan)	\$22.82
2/1/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-bout (Dec-Jan)	\$22.82
2/11/2016	SHELL OIL	SHELL OIL - M. Rochelle/S. Webb - Gas - Officer Funeral	\$22.74
1/22/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (Jan)	\$22.72
2/8/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (Jan)	\$22.72
2/22/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (Feb)	\$22.72
2/12/2016	OREGON SECRETARY OF STATE	OREGON SECRETARY OF STATE - OR Blue Book	\$22.00
1/28/2016	SAFeway STORE	SAFeway - TSP Technical Advisory Committee Meal	\$21.97
1/22/2016	MADRAS AUTO PARTS	MADRAS AUTO - #150 2500 Chevy: Paint for Bed	\$20.94
2/3/2016	TS & S FORD	TS & S FORD - #41 Touch-up Paint	\$20.68
2/4/2016	ERICKSONS TW MADRAS	ERICKSONS - Golf Course Water	\$20.38
2/16/2016	SPACE AGE NO. 18	SPACE AGE - J. Burchell - Fuel - Training	\$20.01
2/18/2016	THOMPSON PUMP MADRAS	THOMPSON PUMP - B Street Gas	\$20.00
2/17/2016	IZZY'S PIZZA	IZZY'S PIZZA - J. Hurd: Meal: ICS 400 Training	\$19.97
1/28/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Pens	\$19.95
2/10/2016	TRAVEL INSURANCE POLICY	TRAVEL INSURANCE POLICY - PO 10432: N. Snead- Planning Conference Travel Insur.	\$19.25
2/22/2016	PHILS HARDWARE	PHILS HARDWARE - Carabineer for Demers Pump	\$18.98
2/4/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for meter in park	\$18.96
2/17/2016	CARSON - CREDIT	CARSON OIL - 12.1 GAL Biodiesel	\$18.91
2/17/2016	SHARIS OF SOUTH SALEM 202	SHARIS - R. Berg: Meal- OAMA Conference	\$18.47
1/22/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - 2015 W9 Envelopes	\$17.50
2/2/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (Jan)	\$17.10
2/10/2016	SGA CPAS CONSULTANTS	SGA CPAS - Prepare Audit Memo for Taxation of EEAP Program	\$17.10
2/16/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (Feb)	\$17.10
2/1/2016	PHILS HARDWARE	ACE - Scraper Building Maint.	\$16.99
2/3/2016	PHILS HARDWARE	ACE - Parts for Parks Meters: Nipples, Elbows, Couples, Adapters, Pipe	\$16.87
1/22/2016	CHEVRON	CHEVRON - J. Wallace - Gas - Burns Help	\$16.64
1/25/2016	SNOWS CLEANERS	SNOWS CLEANERS - Sew Patch and Stripes	\$16.50
2/4/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Shipping Evidence	\$16.22
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - Urban Growth Mgmt. Agreement	\$16.00
2/3/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV, JARV - UGB: Large Lot Industrial	\$16.00
2/3/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Parks Meters: Poly Braid	\$15.99
2/22/2016	PHILS HARDWARE	ACE - Parts for Park Meters: Pigskin and Elbows	\$15.48
2/22/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Parts for Park Meters: Hardware	\$15.44
2/11/2016	BUOY BEER COMPANY	BUOY BEER CO - S. Webb - Meal - Officer Funeral	\$15.25
2/19/2016	STARBUCKS PORTLAND	STARBUCKS - M.Hansen & K.Hollyman: Meal-Excel Training	\$15.20
2/4/2016	PHILS HARDWARE	ACE -#74- A Elgin Sweeper Water Tank Sealer	\$14.99
1/28/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - 3 Ring Binder	\$14.50
2/12/2016	KFC	KFC - M. Rochelle - Meal - Officer Funeral	\$14.48
2/8/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Name plate for Bart Brick	\$13.50
2/20/2016	STAPLES DIRECT	STAPLES- 6/Pack of Plastic Folders for Budget Books	\$13.49
2/4/2016	AG WEST SUPPLY MADRAS	AG WEST - Starter Rope for Small Engine Tk 68 Flatbed	\$13.30

**Bank of America Purchase Cards
February 2016**

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/21/2016	AMAZON MKTPLACE PMTS	AMAZON - Replacement Batteries for City Hall Front Door	\$12.99
2/1/2016	BEND BROADBAND	BEND BROADBAND - Monthly Services (February)	\$12.54
2/18/2016	DT HILTON PORTLAND-FB	DT HILTON PORTLAND - M.Hansen & K.Hollyman: Meal-Excel Training	\$12.20
2/15/2016	JACK IN THE BOX	JACK IN THE BOX - R. Berg: Meal- OAMA Conference	\$12.17
2/1/2016	TREASURE VALLEY COFFE	TREASURE VALLEY COFFE - Sugar, Tang	\$12.05
1/29/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Dry Clean Uniform	\$11.50
2/16/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester: Dry Clean Shirt	\$11.50
1/29/2016	PHILS HARDWARE	PHILS HARDWARE - Trk #150: Coupler/Nipple	\$10.49
2/8/2016	CHEVRON	CHEVRON - Circle K Car Wash- Veh L-2	\$10.00
2/17/2016	MADRAS AUTO PARTS	MADRAS AUTO - Belt for Belt Mower	\$9.83
1/26/2016	PHILS HARDWARE	PHILS HARDWARE - Parks Meter Parts: Teflon Tape, Nipples	\$9.72
1/27/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Park Meters: Couples, Nipple, Adapters	\$9.33
2/16/2016	PORT OF SUBS	PORT OF SUBS - J. Hurd: Meal: ICS 400 Training	\$9.29
2/11/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Water Meter Fittings	\$8.97
2/17/2016	MADRAS SANITARY SERVICES	MADRAS SANITARY - Golf Course Services (Jan)	\$8.50
1/22/2016	PHILS HARDWARE	PHILS HARDWARE - Sanding Mask	\$7.99
1/25/2016	PHILS HARDWARE	ACE - Keys (Tk 149,150 Chevy, Ford Service Pickup)	\$7.96
1/21/2016	ERICKSONS TW MADRAS	ERICKSONS - Hosted Coffee Cuppers	\$7.65
1/28/2016	SAFEWAY STORE	SAFEWAY - Dish Soap for Breakroom	\$7.58
2/1/2016	BUSY BEE ENTERPRISES INC	BUSY BEE - Gloves	\$6.95
2/12/2016	AG WEST SUPPLY MADRAS	AG WEST - Parts for Park Meters: Hardware	\$6.57
1/25/2016	CHEVRON	CHEVRON - Circle K Car Wash Rochelle Veh #1001	\$6.00
1/26/2016	American Energy	American Energy -Veh 1301 Circle Car Wash	\$6.00
2/8/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Dry Clean Uniform	\$6.00
2/12/2016	PHILS HARDWARE	PHILS HARDWARE - Silicone Glue	\$5.99
2/12/2016	KFC E080040	KFC- S. Webb - Meal - Officer Funeral	\$5.50
2/22/2016	PHILS HARDWARE	PHILS HARDWARE - Silicone for Demers Pump	\$4.99
2/9/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - Gloves	\$4.50
2/11/2016	BUSY BEE ENTERPRISES INC	BUSY BEE - Personal Charge, Paid back to City R#83.007662	\$4.43
1/29/2016	PHILS HARDWARE	PHILS HARDWARE - Vinyl Tube	\$4.14
2/1/2016	APL ITUNES.COM/BILL	APL ITUNES.COM/BILL - Councilor Ipad PDF Pro	\$3.99
2/9/2016	TEXACO	TEXACO - Butane Lighter	\$3.99
2/12/2016	PHILS HARDWARE	PHILS HARDWARE - City Hall Building Maint. Torq Bit	\$3.99
2/12/2016	PHILS HARDWARE	PHILS HARDWARE - Safety Glasses	\$3.99
2/4/2016	CRESTVIEW CABLE COMMUNICATION	CRESTVIEW CABLE - Monthly Service Fee for New Box (Feb)	\$3.73
2/4/2016	CRESTVIEW CABLE COMMUNICATION	CRESTVIEW CABLE - Monthly Service Fee for New Box (Feb)	\$3.16
2/22/2016	NAPA AUTO	NAPA AUTO - AGC Fuse (Radar Gun)	\$3.08
1/27/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Park Meters: Elbow	\$2.98
2/4/2016	CRESTVIEW CABLE COMMUNICATION	CRESTVIEW CABLE - Monthly Service Fee for New Box (Feb)	\$2.01
2/4/2016	CRESTVIEW CABLE COMMUNICATION	CRESTVIEW CABLE - Monthly Service Fee for New Box (Feb)	\$0.57
2/4/2016	CRESTVIEW CABLE COMMUNICATION	CRESTVIEW CABLE - Monthly Service Fee for New Box (Feb)	\$0.28
1/22/2016	STAPLES DIRECT	STAPLES DIRECT - Credit for Returned Binder	(\$10.99)
2/19/2016	PHILS HARDWARE	PHILS HARDWARE - Credit- Return of Meter Parts	(\$51.98)
2/23/2016	STAPLES DIRECT	STAPLES DIRECT - Credit Returned Echo Smart Pen	(\$119.99)
2/8/2016	PLATT ELECTRIC	PLATT ELECTRIC - Credit Returned Sawzall	(\$457.72)

Grand Total \$88,689.89

Report Criteria:

Report type: GL detail

Bank Account description = "General Ckg - BOTC"

Check Issue Date	Payee	Description	Check Amount
02/03/2016	HIGH DESERT AGGREGATE & PAVING	Municipal Airport Runway 16-34 Improvements	144,939.20
02/02/2016	CENTURY WEST ENGINEERING CORPO	Madras Access Road Professional Services	38,379.59
02/17/2016	CENTURY WEST ENGINEERING CORPO	Madras Access Road Professional Services	34,068.26
02/02/2016	HARPER, HOUF, PETERSON,	Madras Wastewater Master Plan Update	14,195.79
02/17/2016	PACIFIC POWER & LIGHT	800 SE Grizzly Road	13,233.34
02/02/2016	AUTO ADDITIONS INC.	2015 Chevrolet Patrol Car Start-up Detailing	10,186.20
02/02/2016	AUTO ADDITIONS INC.	2015 Chevrolet Patrol Car Start-up Detailing	10,186.20
02/02/2016	HARPER, HOUF, PETERSON,	Industrial Site Readiness Plan	8,940.00
02/17/2016	DESCHUTES VALLEY WATER	Tie-in South	8,351.73
02/17/2016	JEFFERSON COUNTY SHERIFF	Dispatch Fees- February 2016	8,324.32
02/17/2016	PACIFIC POWER & LIGHT	212 4th Street and 682 Hwy 97	5,827.56
02/17/2016	HARPER, HOUF, PETERSON,	Madras Wastewater Master Plan Update	3,722.50
02/17/2016	PACIFIC POWER & LIGHT	410 SW 4th Street	3,549.42
02/02/2016	HARPER, HOUF, PETERSON,	Willowbrook Subdivision	2,980.00
02/17/2016	CENTURY WEST ENGINEERING CORPO	Runway 16-34 Reconstruction Project	2,251.48
02/02/2016	HARPER, HOUF, PETERSON,	St. Charles Hospital	2,086.00
02/17/2016	PACIFIC POWER & LIGHT	1st and B Street Lift Pump	1,999.12
02/17/2016	FENDERS BY ENDRES	PO 10400: Remove, Refinish, Buff PD Veh	1,698.20
02/02/2016	MID OREGON PERSONNEL SERVICES	PO 10430: Comm. Dev. Temp Help 12/24-1/12	1,691.19
02/02/2016	JEFFERSON COUNTY PUBLIC WORKS	December PW Fuel: 604 G Unleaded, 249 G Diesel	1,509.94
02/17/2016	BERG, ROB	Airport Management Services (February)	1,500.00
02/02/2016	Dry Canyon Construction & Excavation LLC	PO 10760: Remove/Replace Catch Basin and Pipes	1,485.00
02/17/2016	JEFFERSON COUNTY PUBLIC WORKS	January PW Fuel: 662 G Unleaded, 186 G Diesel	1,464.62
02/02/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	1,375.00
02/17/2016	PAULSEN ENVIRNMNTL CONSLT INC.	Asbestos Analysis: 179 SE D Street	1,365.00
02/17/2016	HARPER, HOUF, PETERSON,	Industrial Site Readiness Plan	1,344.68
02/17/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	1,080.00
02/17/2016	H.A. MCCOY	PO 10099: Topo the Existing Stockpiles @ NWWTP	1,023.01
02/17/2016	The Outpost	Sidewalk Grant Reimbursement: The Outpost	1,000.00
02/17/2016	MID OREGON PERSONNEL SERVICES	PO 10050: Finance Temp Help: 12/24-1/21	949.39
02/02/2016	JEFFERSON COUNTY PUBLIC WORKS	December PD Fuel: 510.50 GAL Unleaded	934.09
02/17/2016	JEFFERSON COUNTY PUBLIC WORKS	January PD Fuel: 556.40 GAL Unleaded	930.42
02/17/2016	FCS GROUP	Water and SDC Study	840.00
02/17/2016	DESCHUTES VALLEY WATER	Kinkdade and A Street	756.18
02/29/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	656.90
02/17/2016	HARPER, HOUF, PETERSON,	QA: St. Charles Hospital	596.00
02/02/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (Jan)	590.00
02/17/2016	U S POST OFFICE	Postage for Utility Management Bills (Feb)	575.00
02/17/2016	DESCHUTES VALLEY WATER	800 SE Grizzly Road	541.85
02/17/2016	HARPER, HOUF, PETERSON,	Madras HS Performing Arts Ctr-FEMA App.	521.50
02/17/2016	PACIFIC POWER & LIGHT	2028 NW Airport Way-Aviation Building	515.55
02/02/2016	BENDEL	20002-666: City Hall Phone Charges: Jan-Feb	443.62
02/17/2016	ADVANCED PRECAST PRODUCTS	1 1/4"-2" Paving Risers	430.00
02/29/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	411.73
02/02/2016	BENDEL	20002-666: City Hall Phone Charges: Jan-Feb	393.99
02/17/2016	PACIFIC POWER & LIGHT	1990 NW Airport Way	392.91
02/17/2016	PACIFIC POWER & LIGHT	1st and B Shop	385.11
02/02/2016	HARPER, HOUF, PETERSON,	US 97 Water Main Replacement	381.00
02/17/2016	PACIFIC POWER & LIGHT	600 SW Marshall Street: Skate Park	380.63
02/02/2016	BENDEL	20002-671: PW Building Phone Charges: (Jan-Feb)	375.29
02/17/2016	DESCHUTES VALLEY WATER	1200 NW Birch Lane	372.80
02/02/2016	HARPER, HOUF, PETERSON,	7th and C St Intersection Review	372.50

Check Issue Date	Payee	Description	Check Amount
02/17/2016	PACIFIC POWER & LIGHT	950 SE B Street Trail Lights	358.44
02/29/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	321.97
02/17/2016	PACIFIC POWER & LIGHT	2080 NW Airport Way #2	307.18
02/17/2016	Madras Dairy Queen	Hanger Rent Overpayment	300.00
02/02/2016	HARPER, HOUF, PETERSON,	Brightwood Wastewater	298.00
02/17/2016	HARPER, HOUF, PETERSON,	7th Street and C Street Intersection Review	298.00
02/17/2016	HARPER, HOUF, PETERSON,	QA: Travel Center for Warm Springs	298.00
02/17/2016	PACIFIC POWER & LIGHT	990 NW Birch Lane Pump	291.42
02/29/2016	RICOH USA INC	CONTRACT #: 500-0363258-000: Plotter Lease (Feb)	288.36
02/17/2016	CASCADE NATURAL GAS	226 NW B Street- February 2016	284.23
02/02/2016	BENDEL	20002-672: SWWTP Phone Charges: (Jan-Feb)	280.96
02/17/2016	DEPARTMENT OF ENVIRONMENTAL QU	W. Brewer Wastewater System Operator Cert.	280.00
02/17/2016	PACIFIC POWER & LIGHT	C Street Between 7th and 8th	276.29
02/05/2016	DEPARTMENT OF ENVIRONMENTAL QU	Wastewater Operator Certificate App. Dues	270.00
02/17/2016	PACIFIC POWER & LIGHT	227 NE Jefferson Street #1	258.44
02/17/2016	PACIFIC POWER & LIGHT	1st and B at NW Corner	254.82
02/02/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (Jan)	250.00
02/17/2016	BUREAU OF LABOR & INDUSTRY	BOLI Fee-Hwy 97 and L Street Project	250.00
02/17/2016	BIO-MED TESTING SERVICE INC.	DOT Drug Testing: PW Employees	235.00
02/02/2016	ARROWHEAD PROFESSIONAL SERVICE	Public Works Building Janitorial Services (Jan)	225.00
02/17/2016	Net Assets Corp.	January Lien Searches- 21	212.00
02/02/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (Jan)	200.00
02/17/2016	CASCADE NATURAL GAS	216 NW B Street- February 2016	194.98
02/17/2016	PACIFIC POWER & LIGHT	230 NW B Street	194.74
02/17/2016	CASCADE NATURAL GAS	2028 NW Airport Way- February 2016	178.55
02/02/2016	BENDEL	20002-665: Airport Way Phone Charges: (Jan-Feb)	168.31
02/02/2016	Guillermo Gorosave	WA/Sewer Refund- G. Corosave	167.40
02/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (Feb)	167.11
02/02/2016	JEFFERSON COUNTY EMS	JCEMS Gloves	160.00
02/17/2016	PACIFIC POWER & LIGHT	Corner of I and 5th Street	150.25
02/02/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Delivery Fee and (2) Toilet Rentals	150.00
02/17/2016	HARPER, HOUF, PETERSON,	City Hall Roof Fall Protection	149.00
02/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (Feb)	141.40
02/02/2016	CASH	Petty Cash Reim. - W. Brewer CDL Test	140.00
02/17/2016	BEST BUY SIGNS & TROPHYS	Law Enforcement Banquet Awards (Wallace and Webb)	135.00
02/17/2016	CASCADE NATURAL GAS	125 SW E Street- February 2016	120.61
02/17/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	113.05
02/17/2016	HARPER, HOUF, PETERSON,	McTaggart School Zone Signs	111.75
02/02/2016	Donald Stanberry	Sewer Refund- D. Standberry	106.00
02/17/2016	CENTURYLINK	Internet Services for Golf Course (Feb 2016)	105.98
02/17/2016	FATIMA MIRIAM PINTO	WA/Sewer Refund - F. Pinto	101.64
02/02/2016	BENDEL	20002-666: City Hall Phone Charges: Jan-Feb	98.24
02/02/2016	BENDEL	20002-666: City Hall Phone Charges: Jan-Feb	98.24
02/17/2016	PACIFIC POWER & LIGHT	S Corner of Cherry and Demers Drive	96.50
02/02/2016	Jacob DeHaan	Sewer Refund- J. DeHaan	95.51
02/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (Feb)	90.17
02/17/2016	PACIFIC POWER & LIGHT	Street Lights	89.39
02/02/2016	Guillermo Gorosave	Overpayment: G. Gorosave	88.40
02/17/2016	PENHOLLOW, TERRY	Calibration of Gauge	80.00
02/17/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (Jan)	75.00
02/17/2016	PACIFIC POWER & LIGHT	216 NW B Street	74.51
02/02/2016	HARPER, HOUF, PETERSON,	Daimler Proving Grounds	74.50
02/17/2016	HARPER, HOUF, PETERSON,	QA: Daimler Proving Grounds	74.50
02/17/2016	PACIFIC POWER & LIGHT	675 SE Buff Street	73.91
02/02/2016	Wyatt Woods	Sewer Refund- W. Woods	73.76
02/17/2016	PACIFIC POWER & LIGHT	Trail Lights: 682 NW Hwy 97	70.26

Check Issue Date	Payee	Description	Check Amount
02/17/2016	JEFFERSON COUNTY GEOGRAPHIC	Raptor Map	70.00
02/17/2016	WEBB, STEVE	Steve Webb: Clothing Allowance	69.98
02/17/2016	CENTURYLINK	Internet Services for SWWTP (Feb 2016)	68.92
02/17/2016	FENDERS BY ENDRES	Case 151288: Towing	65.00
02/03/2016	BURRIL, GUS W.	COCO/COACT Mileage Reimbursement	59.20
02/17/2016	Sue Dodson, Coldwell Banker	Overpayment: Coldwell Banker	59.19
02/17/2016	PACIFIC POWER & LIGHT	1st and D Impound Lot	57.30
02/17/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
02/17/2016	MID OREGON PERSONNEL SERVICES	Finance Dept. Temp Help : 12/30	52.26
02/17/2016	PACIFIC POWER & LIGHT	380 Canyon Road	50.66
02/17/2016	ALICIA RUIZ	Sewer Refund- A. Ruiz	47.34
02/17/2016	PACIFIC POWER & LIGHT	216 NW B Street	47.26
02/17/2016	PACIFIC POWER & LIGHT	2260 NW Airport Way	46.17
02/17/2016	PACIFIC POWER & LIGHT	1838 NW Demers Drive Shop	45.73
02/17/2016	PACIFIC POWER & LIGHT	28 NE Plum Street (Trail Lights)	45.50
02/17/2016	COLES, RESERVE ACADEMY ACCOUNT	Student Fees: D. Domhoff	43.75
02/17/2016	PACIFIC POWER & LIGHT	701 NW Cherry Lane	40.52
02/02/2016	JEFFERSON COUNTY GEOGRAPHIC	GIS ArcMap Tutorial	35.00
02/17/2016	PACIFIC POWER & LIGHT	Birdie Lane: Sewer Lift	33.47
02/17/2016	PACIFIC POWER & LIGHT	Corner of Tracie and Adams	32.09
02/02/2016	Tiffany Kingsley	WA/Sewer Refund - T. Kingsley	29.73
02/17/2016	PACIFIC POWER & LIGHT	2142 NW Berg Drive	29.41
02/17/2016	MONTGOMERY, BILL	Mileage Reimbursement: Meeting in Redmond	28.08
02/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (Feb)	25.71
02/17/2016	PACIFIC POWER & LIGHT	212 SW 5th Street, 2nd Meter	18.48
02/17/2016	PACIFIC POWER & LIGHT	B Street and Kinkade	18.48
02/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Berg Drive	18.00
02/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26	18.00
02/17/2016	DESCHUTES VALLEY WATER	City View Trail	18.00
02/17/2016	DESCHUTES VALLEY WATER	Crescent Park Yarrow	18.00
02/17/2016	DESCHUTES VALLEY WATER	Bean Park	18.00
02/17/2016	DESCHUTES VALLEY WATER	Hess Street and Hwy 26	18.00
02/17/2016	DESCHUTES VALLEY WATER	Floyd and Kenwood	18.00
02/17/2016	DESCHUTES VALLEY WATER	760 NW Birch Lane	18.00
02/17/2016	DESCHUTES VALLEY WATER	NW Adler Street (Clubhouse)	18.00
02/17/2016	DESCHUTES VALLEY WATER	2020 NW Berg Drive	18.00
02/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (2nd Meter)	18.00
02/17/2016	DESCHUTES VALLEY WATER	NE of 725 SE Buff Street	18.00
02/17/2016	DESCHUTES VALLEY WATER	SW Fairgrounds Road	18.00
02/17/2016	DESCHUTES VALLEY WATER	Berg Drive	18.00
02/17/2016	DESCHUTES VALLEY WATER	1167 SW Hwy 97 Irrigation	18.00
02/17/2016	DESCHUTES VALLEY WATER	1076 SW Hwy 97 Irrigation	18.00
02/17/2016	DESCHUTES VALLEY WATER	1210 SW Hwy 97 Irrigation	18.00
02/17/2016	DESCHUTES VALLEY WATER	SE Buff Street (by Bus Barn)	18.00
02/17/2016	DESCHUTES VALLEY WATER	S. Adams and L Street	18.00
02/17/2016	PACIFIC POWER & LIGHT	Corner of 4th and J Street	13.55
02/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (Feb)	12.67
02/17/2016	DEPARTMENT OF MOTOR VEHICLES	suspension package	11.50
02/17/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	Transalation Services: Front Desk: Jan 2016	10.89
02/02/2016	JEFFERSON COUNTY GEOGRAPHIC	Legal Description Review	10.00
02/17/2016	CECILIA RAMIREZ	WA/Sewer Refund - C. Ramirez	9.37
02/17/2016	Wickham, Jesse and Manuela	Overpayment: J. Wickham	3.36
02/02/2016	BENDTEL	20002-669: Community Dev. Charges (Jan-Feb)	.15
02/22/2016	GRANT, TANAISA	sewer deposit refund	60.42- V
02/24/2016	Eagle Mountain Construction	WA/Sewer Refund- Eagle Mountain	127.82- V

Check Issue Date	Payee	Description	Check Amount
Grand Totals:			<u>353,951.06</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - BOTC"

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CITY COUNCIL, CITY OF MADRAS **WORK SESSION** FEBRUARY 23, 2016

I CALL TO ORDER

The City Council Work Session was called to order by Mayor Royce Embanks at 6:00 p.m. on Tuesday, February 23, 2016 in the Madras City Hall Council Chambers located at 125 SW "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Mayor Royce Embanks Jr., and Councilors Bill Montgomery, Bartt Brick, Tom Brown, Gary Walker, and Chuck Schmidt.

ABSENT WERE:

Councilor Richard Ladeby.

STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis PC; Community Development Director, Nicholas Snead; Public Works Director, Jeff Hurd; Finance Director, Brandie McNamee; Street Supervisor, Rod Fulton; Utility Supervisor, Keith Bedell; Golf Course Superintendent/Parks Supervisor, Jonathan Burchell; PW and CDD Administrative Assistant, Michele Quinn, and City Recorder, Karen J. Coleman.

ABSENT WERE:

HR and Administrative Coordinator, Sara Puddy, and Police Chief, Tanner Stanfill.

VISITORS IN ATTENDANCE WERE:

There were no visitors in attendance at this time.

II PUBLIC CONTRACTING REGULATIONS AND SPENDING AUTHORITIES

City Attorney Green advised the Council that in front of them tonight is a new set of Public Contracting Rules and Procedures. He then presented a PowerPoint presentation and review which provided the following information:

Background

- ▶ On August 26, 2008, the City Council adopted Ordinance No. 808, which established the City's Public Contracting Rules and Procedures which were

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based upon the Oregon Public Contracting Code which is found under Oregon Revised Statutes No. 279A, 279B, and 279C.

Essentially the way that the Public Contracting Code is set up is that municipalities and counties are subject to that code unless they adopt their own Public Contracting Code or procedures. The advice from his office has always been that you take the State Code as a basis and then you make changes to the State Code to facilitate what is more practical for the City.

- ▶ Because the City has not updated the City's code since 2008, it is outdated, inefficient, and is not technically compliant with the changes that have been made to the code.

The City's code is inefficient for different reasons:

1. It causes work delays. Specifically if we have a contract that exceeds \$5,000 it has to be taken back in front of the Council which, as an example, causes delays for the Public Works Director in issuing change orders or small Public Works related contracts.
2. There is a perception of inefficiency because it takes so long to get approval from the Council to approve these contracts.
3. There is an exhaustive use of resources. What this means is that because of the inconsistencies staff is constantly being required to go back, review the code, compare it to the current status of the law, and determine what applies and what does not apply.

The goal of the proposed revisions is that by virtue of adopting this new set of Public Contracting Rules we can refer to one code and it will set the framework for all public contracting related decisions.

General Revisions

- ▶ In general they are going to, by adopting the proposed ordinance, replace and supersede all other public contracting rules, policies, practices, and procedures, including the current internal public contracting policies.

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- ▶ The proposed Madras Rules include revisions for consistency with the state code, as well as incorporate various staff recommended improvements to the code. An example of this is increasing the threshold in which city staff can award contracts without having to bring them back to the Council for approval.
- ▶ Currently, it is the City Administrator that is required to exercise all powers and duties assigned by the Local Contract Review Board (LCRB), which is the Council; however per internal purchasing policy, notwithstanding that general authority, it is limited to a \$5,000 purchase limitation.
- ▶ The proposed rules will allow the City Administrator to award contracts up to, but not to exceed \$25,000 which will greatly streamline the City's public procurement or contracting process.

The City is often asked to or is required to sign a contract that is under that threshold. It will be much more effective and efficient, and will reduce our costs considerably, by awarding or providing City Administrator Burril this authority. He may also designate certain designees (e.g. the Department Directors) to award contracts themselves up to, but not to exceed an amount of \$10,000.

Finance Director McNamee told the Council that the levels of \$25,000 or less is consistent with industry standards. She mentioned that the auditors had noted that our current Purchase Order Policy of \$5,000 was low compared to industry standards.

Public Works Director Hurd requested clarification as to how this designation, in writing, works. He asked if this is per the City's usual Purchase Order policy.

City Attorney Green explained that he is envisioning that staff is going to adopt internal policies to implement the code. For example, all of the Department Directors will get together with City Administrator Burril and put together an internal purchasing policy that is supported by the Public Contracting Code, and within that policy, City Administrator Burril could designate Department Directors to award contracts up to but not to exceed \$10,000 with respect to these types of contracts.

The beauty with the internal policy in having staff develop that independent of the Council to some extent, but within the parameters of the Public Contracting Code, is that it is a living flexible document so if City staff determines that the policies that were put in place under the parameters of the code are not working

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for whatever reason, City staff can make changes to the policy so it can be more responsive to the changes and more conducive to the way in which they operate.

For example, if there was a minor cost overrun, rather than having to wait two weeks, four weeks, or whatever it might be, to bring the contract back to Council, City Administrator Burril could make that change if he felt that it was necessary as long as it is under that \$25,000 threshold. From a Public Contracting standpoint, he believes that the City's Code and the State Code is 125% of the original award.

He advised Council that he assumes that staff will make the internal policies available to them once they have been finalized. These policies can be amended and modified as staff and the City Administrator deem necessary and can be made available to the Council should the Council determine that they would like to see them.

Councilor Walker wanted to know if Council would be involved in establishing the internal policies or if it would strictly be up to staff.

City Attorney Green explained that development of the internal policies would be strictly staff, but it would have to be within the parameters established by City Code, so City staff could not, as it relates to that \$25,000 cap for the City Administrator, adopt a policy that would be contradictory to that \$25,000. For example, the internal policies could not allow City Administrator Burril to award \$50,000 contracts.

Councilor Walker referred to inflation which might occur four or five years down the road, and said that we might need to raise these limitations.

City Attorney Green told Councilor Walker that if this should occur, the City Code would be brought back before them and they would be asked to amend it.

Councilor Montgomery inquired as to whether the amounts that would be spent would be in the budget.

Finance Director McNamee advised Councilor Montgomery that if it was not budgeted, a budget resolution would be required and Council would have to approve the resolution before City Administrator Burril could approve the contract.

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Councilor Montgomery also wanted to know if the Council would see, for example the change orders, etc. and how the money is being spent.

It was pointed out that this new Public Contracting process would save the Council members and staff a considerable amount of time as Council would not have to formally approve the smaller contracts, contract change orders, agreements, etc. that are needed to keep the projects moving forward in a timely manner and that make the City run more efficiently.

Public Works Director Hurd explained that the way that he sets up his staff reports, per project, is that he shows the main project amount of construction and engineering costs with revenue line items and always has a contingency amount in there. The way that he would envision this will work is that staff would be able to work within the contingency that Council has approved. If for some reason something were to happen on the project and he would have to exceed that contingency, this additional expense would have to be brought back to the Council for approval as staff was only authorized to expend up to a certain amount on the project.

City Attorney Green pointed out that there is still the protection or requirement for whatever purchase is made to remain consistent within the budget, absent a budget re-appropriation or change. After Council's questions were addressed he continued with his PowerPoint presentation which provided the following information:

Special Procurements and Exemptions

- ▶ Listed under Exhibit C in the proposed Public Contracting Ordinance there are a slew of contracts that would be exempted from the formal public procurement process. He said that normally, these are the types of contracts where it would be overly burdensome to have to go through the formal procurement process in order to acquire, for example, a used piece of property. When dealing with used property, which is very unique, you would have to go out and solicit quotes based upon a particular used property which is pointless because it is very difficult to compare various items of tangible, used personal property.

What they did is create a class of special procurement to allow the City to go out and contract with someone who owns a piece of tangible used property without

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having to go through the formal solicitation process provided that the used tangible piece of personal property does not exceed \$100,000 in value.

He advised Council that they are talking about what contracts the City Administrator or his staff could go and contract directly with folks that have items or services that are being purchased. Now we are talking about specific types of contracts that would be exempted from or removed from a formal procurement process of obtaining quotes, requests for proposals, etc.

The three class special procurements will require the Council to make findings:

- a. Equipment Repair and Overhaul;
- b. Disposal of Surplus Property; and
- c. Donated Materials and/or Services.

Councilor Brick requested clarification as to why, if you are going to buy a used piece of equipment for \$100,000 and would be entering into a contract, would the \$25,000 limitation not apply in this situation.

City Attorney Green told Councilor Brick that this is why he had been trying to differentiate between the two. The \$25,000 limit allows City Administrator Burril to sign or purchase product or services without having to bring it back in front of the Council. This just allows the City to buy used personal property without having to go through the RFP process. The \$25,000 would apply, but to the extent that it exceeds the \$25,000 there would be no formal solicitation process and it would have to be presented to the Council for approval.

He then moved on to Small Procurements and Intermediate Procurements in the PowerPoint Presentation which contained the following information:

Small Procurements / Intermediate Procurements

- ▶ The current Public Contracting Ordinance No. 808 limits Small Procurements to a not to exceed amount of \$5,000, and Intermediate Procurements to between \$5,000 and \$150,000. If a contract exceeds \$5,000 the City has to go through either an informal or formal solicitation process. To simplify things we will call it "requests for quotes".

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If the contract is between \$5,000 and \$150,000 there is an Intermediate Procurement process which is usually e-mails or informal solicitation requests for proposals.

- ▶ The proposed revisions align the Small Procurement and Intermediate Procurement procedures and limits with the Code.
 1. For Small Procurements for Personal Services under \$10,000, there is no solicitation requirement.
 2. If the contract is a Public Improvement driven contract and is under \$5,000, there is no solicitation requirement.
 3. Intermediate Procurements for Personal Service would require the informal solicitation process, which basically most of the time is sending e-mails, and picking up the telephone and calling people for quotes. This threshold has been adjusted from \$5,000 to \$10,000 to \$150,000. Intermediate Procurements for Public Improvements would be \$5,000 to \$100,000.

City Administrator Burril suggested the need for staff to continue our internal policy of requesting three quotes on common items at a certain threshold. If staff knows that it is an on-the-shelf item, we should periodically be checking vendors.

A specialty item in nature, for example the use of Taurus Controls in maintaining and controlling our systems at the Wastewater Treatment Plants, would be eligible as a sole source vendor as they are very familiar with the Wastewater Treatment system which is a very complex system.

Public Works Director Hurd presented another example to the Council. Utility Supervisor Bedell had to rebuild the Demer's pump at a cost of \$3,500. There is only really one place to get a pump rebuilt and that is Waddell Pump so this is where they go. You can't really get three quotes on something like this. It is over the \$2,500 threshold, but there is not really anywhere you can go.

City Attorney Green explained that the best practice, when in doubt or if the time permits, is to most certainly get quotes even if they are informal by virtue of a phone call or an e-mail.

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He said that what he likes about the changes is that at a minimum if you are in a time crunch and staff does not have the ability to go out and obtain those quotes, as long as it is under the small procurement or the intermediate procurement threshold they can go and basically do a direct award and contract directly with the service provider or the good provider.

Councilor Schmidt wanted to know if Utility Supervisor Bedell could just go out and purchase the chemicals for the Wastewater Treatment Plants.

City Attorney Green explained that this would depend upon the cost.

Utility Supervisor Bedell presented comments from the back of the room which were difficult to hear, as he was too far from the speakers for his comments to record. The only comment that could be heard had been that a number of companies bid on the chemicals each year and they would not be pleased if the City were to fail to go through a bid process. The chemicals are also very expensive.

City Attorney Green mentioned that this type of contract would likely be routed through the Council. He said that he would assume that the Council with that type of dollar value would most certainly want to see that contract.

Cooperative Purchases

- ▶ Cooperative Purchases is a new section that combines purchases from the Federal Catalogs and Tag-on Contacts. This revision is consistent with the Code and is similar in the practice of other jurisdictions.
- ▶ The Oregon Cooperative Procurement Program allows the city to access state contracts to purchase goods and services, training opportunities, and advertising.

Public Works Director Hurd explained that the State has already gone out and obtained three quotes on thousands of items and the City gets to tag-on to whatever great price they get. As an example, the Public Works Department can purchase Thermal-Plastic at about \$.50 to \$.60 on the dollar as opposed to what we would normally have to pay.

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Brand Names or Products, "or Equal", Single Seller and Sole Source

- ▶ Ordinance No. 808 contained Brand Names or Products, "or Equal;" Single seller and Sole Source as a class special procurement and exemption. However, each of these is available with respect to procuring goods and services without adopting a class special procurement.
- ▶ Brand Names or Products, "or Equal" and Single Seller and Sole Source are separated into two sections within the proposed Madras Rules. Provided certain requirements are met, ORS 279B.075 permits sole-source contracts for goods and services to be made without competition.
- ▶ In general, these revisions are consistent with the code, and make each section more readable and easier to use.

Councilor Montgomery wanted to know how we know that we are going to do the right thing consistently.

City Attorney Green told Councilor Montgomery that they are anticipating drafting a step by step manual for staff to follow when applying the rules that have been developed under this code. It is very difficult to have a one size fits all process. This will be a document that can be changed as needed.

Mayor Embanks pointed out that this will free up staff to make decisions and not have to run everything through Council which will cut out a lot of the delays. We have had delays on contracts where we have had to have change orders and a lot of these change orders need to be acted upon as soon as possible so to keep things going.

The most important part is that we do not want to restrict ourselves due to inflation. Prices go up every year so the cost of some of these contracts and things also go up every year so this gives us a framework that is a little bit more usable and lets staff make some decisions that they probably could have made a long time ago, but they were restricted by this. He said that Council should see less in the packet and staff will not have to sit around and wait for Council to make a decision.

Finance Director McNamee presented comparisons of the expenditure thresholds authorized by other cities. The City of Madras has the lowest threshold. The City of Prineville has \$100,000. The City of Redmond has \$50,000. The City of Bend has \$100,000. The City of Newberg has \$50,000. The two cities that are closest to our size, Hood River and Coos Bay, have a \$25,000 threshold.

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She presented an example of the various thresholds that could be used in the development of an internal policy:

0	to	\$ 500	Any Employee
\$ 500	to	\$ 2,500	Manager Level (e.g. Rod, Keith & Jonathan)
\$ 2,500	and	over	Requires Written Quotes

If the Council approves the Code as \$25,000 for City Administrator Burril, then he would have the authority to implement something like this at the staff level. This is essentially what we would be audited on and that is whether or not our internal controls are being used properly.

City Attorney Green indicated that they will, based on today's discussion, amend the proposed ordinance. The ordinance will be presented to the Council during the March 8, 2016 or March 22, 2016 City Council meeting.

III PUBLIC WORKS DEPARTMENT ON-CALL TRUCK DISCUSSION

Public Works Director Hurd provided the Council with a copy of the IRS Qualified Non-Personal-Use Vehicles, Attachment 5, a drawing showing the distance from the City to the various cities where the Public Works Department employees reside, and a copy of the survey he conducted of other cities and their on-call vehicle take home policies.

He told the Council that they had an employee in the City's Wastewater Department who went to work for the City of Redmond as they are able to pay more, and offer more benefits than the City, so it is difficult to compete with them and the City of Bend. Staff had tried to come up with things that the City of Madras could do to try to compete with these other cities. It was brought up by one of the employees that it would be great if they could take the trucks home when they are on-call so that when they get called in, because they are on the clock when they get called in from their house, they would not have to drive to the plant, go through the gate with their personal vehicle, get into the truck, and then drive out to the scene. They could drive directly to the location where they are needed.

He offered to talk it over with City Administrator Burril and they had thought that this could be okay, but then there would be the potential of seeing City of Madras vehicles in other jurisdictions. He told the Council that he called around to see if anybody else had done this and if there had been any problems. Basically what he found, is that a

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majority, if not all of them, do allow some of their employees to take their vehicles home. He then presented the findings from the survey that he had taken. The primary benefit is that it allows faster response times.

They would like to propose that the on-call guys would be allowed to take the vehicles home while they are on-call and use it to commute back and forth to work. Typically they have two departments that are on call (e.g. streets and wastewater). Should they designate one vehicle for use when someone is on-call, or could it be any vehicle? Would Council be concerned about seeing City of Madras vehicles in a different jurisdiction? Do we need to cover up the logo? Do we want an unmarked car? If we go to an unmarked vehicle it would make it much easier for an employee to use the vehicle for personal use. The rest of the jurisdictions haven't had any difficulty with this, so he would recommend leaving it as is.

This will not add any cost to our vehicle insurance policy or our Workers' Compensation insurance policy; everything is covered.

Discussion followed. The Councilors making comments appeared to be in favor of the on-call employees having the ability to use the City vehicles. Some of the answers to Council's questions were:

- At the current time, none of the employees take vehicles home, even those on-call.
- It will cost approximately \$1,200 to \$1,400 in fuel costs per vehicle.
- There will be additional wear and tear on the vehicles (e.g. tires)
- Vehicle use varies per year. At the current time the vehicles are getting approximately 5,000 to 10,000 miles per year on them, and at 30 miles per day, in addition to the normal driving while in Madras, it will start racking up some miles. There will be fuel costs, and these trucks are going to wear out quicker.
- If they were to drive 30 miles per day, which is the furthest location for an employee, they would add 22,000 to that pickup. This would come to approximately 44,000 miles per year for two pickups at 14 miles to the gallon. This would be 3,000 gallons at \$3.00 per gallon which would come to \$9,400 in added fuel costs. This would be a worst case scenario.

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City Administrator Burril pointed out that this would exasperate the depression, so would be around a \$10,000 to \$15,000 per year decision. The prior policy had been that if you lived in town, you could take a vehicle home. They contemplated this would be around 5 to 10 miles. He said that when he was hired as Public Works Director he had been told that he had to live within 10 miles of the city. A vehicle was offered to the position of Public Works Director at that time as he had to be available and on-call. He presented a number of scenarios when the on-call employees might get called (e.g. extreme weather conditions).

We just lost an employee to the City of Redmond. The result of the survey shows that we are one of the only organizations that are not somehow working with employees in this avenue, and this does not go well for Public Works Director Hurd for retention and recruitment. At the same time he is not advocating for any farther than 30.5 miles. He mentioned that he does not want to incentivize folks living in La Pine. There are some conscious decisions to live that far away.

Some of the Council's thoughts and comments or answers to additional questions by Council had been:

- Perhaps a magnetic "on-call" sign could be placed on the vehicles that are taken home so as to explain why the vehicle was seen in another jurisdiction.
- Vehicle markings should be left on to help advertise the City of Madras.
- Use should be limited to 30.5 miles to keep the employees close enough that they are able to respond in a timely manner.
- There will be no tax impact to the employee if the vehicle is classified as an emergency response vehicle. Worst case scenario, each on-call employee would be taxed on approximately \$21.00 per week. They do one rotation per month so they would be taxed somewhere around \$6.00 per month.
- Council will see the additional expense reflected in the upcoming budget as fuel and fleet.

The consensus of Council had been that the Public Works Department should go ahead and move forward with this proposal.

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IV ADJOURN

The City Council Work Session was adjourned at 6:52 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

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I CALL TO ORDER

The City Council meeting was called to order by Mayor Royce Embanks at 7:00 p.m. on Tuesday, February 23, 2016 in the Madras City Hall Council Chambers located at 125 SW "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Mayor Royce Embanks Jr., and Councilors Bill Montgomery, Bartt Brick, Tom Brown, Gary Walker, and Chuck Schmidt.

ABSENT WERE:

Councilor Richard Ladeby.

CITY STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien, and Jarvis PC; HR and Administrative Coordinator, Sara Puddy; Community Development Director, Nicholas Snead; Public Works Director, Jeff Hurd; Finance Director Brandie McNamee, and City Recorder, Karen J. Coleman.

ABSENT WERE:

Police Chief, Tanner Stanfill.

VISITORS IN ATTENDANCE WERE:

Holly Gill, News Editor with the Madras Pioneer; Roger Lee, Executive Director and Janet Brown, Jefferson County Manager, Economic Development for Central Oregon; Mae Huston, Jefferson County Commissioner; Bill Adams, Jefferson County Community Development Director; Brett Abbe; Joe Krenowicz, Executive Director, Madras-Jefferson County Chamber of Commerce; and Kainum Bodelos, representing the Hall Family Trust.

II PLEDGE OF ALLEGIANCE AND PRAYER

Mayor Embanks asked Councilor Montgomery to lead the pledge of allegiance to the flag of the United States of America and Councilor Brick to offer the prayer, which they did.

III CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Madras City Council for reading and study, are considered to be routine, and will be

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enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Approval of Minutes From the February 9, 2016
City Council Meeting
- B. Approval of Amendment No. 1 to Memorandum of Understanding
Between Jefferson County and the City of Madras
Sandbagger Equipment
- C. Approval of Intergovernmental Agreement for Snow Storage
Between the City of Madras and Jefferson County
- D. Approval of Professional Services Contract
Bend Mailing Services, LLC

This item was pulled from the Consent Agenda and placed on the regular meeting agenda for discussion.

- E. Ratification of Submission of Grant Application to Oregon Department
of Transportation to Purchase Radar Equipment for Speed Enforcement
- F. Approval of Upgrade and Proposed Relocation of the Radio Communication
Microwave Tower - Madras Police Department

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL ACCEPT THE CONSENT AGENDA [AND REGULAR MEETING AGENDA], AS AMENDED. THE MOTION PASSED UNANIMOUSLY, 5/0.

IV VISITOR COMMENTS

Brett Abbe came forward and told the Council that he is still opposed to the rezoning that is going to occur. He told the Council that he went to get a copy of the minutes for the October 22, 2015 hearing they had and all he could get was an audio CD; she (Tonya) would not give him a printed copy of the minutes and he cannot hear any of it. He wanted to know what he could do about this.

Discussion was held and it was determined that City staff was not responsible for preparing the minutes from the hearing.

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Mayor Embanks told Mr. Abbe that the City and the County have separate meetings, so we have separate records.

Brett Abbe explained that he does not know how this would benefit him or the City at all. He honestly does not believe that we need another Marijuana store, as in his opinion there are plenty of them already. He questioned that his property is going to help the City's economic development at all as he doesn't have enough land there and it would cost half a million dollars to develop his place, so that you could even build anything on it

Mayor Embanks advised Mr. Abbe that this is being proposed for economic development purposes and is not being developed specifically for Marijuana facilities.

City Administrator Burril pointed out that there is a specific section on the agenda for public comment associated with the proposed rezoning so Council can accept comments and talk through them.

**V COMMERCIAL AIR SERVICE REVENUE GUARANTEE FOR DAILY NON-STOP
JET SERVICES TO PHOENIX - LOCAL MATCH PROPOSAL**

This item was presented at approximately 8:15 p.m. as Roger Lee had to make a presentation in Prineville and was temporarily delayed in getting to tonight's City Council meeting; however, the minutes have been prepared to coincide with the meeting agenda.

Roger Lee explained that he had been selected by their Central Oregon Air Service Task Force, a volunteer group of organizations, to try to raise funds and try to meet the commitments they made for a \$500,000 Federal Grant, a Central Air Service Grant, that they were successful in getting this last Fall. In order to get those grants you have to have some type of match. They felt that the minimum match that they could get by with was \$100,000.

This isn't the airlines seeking resources from the communities; this is meeting our Federal requirements for the grant. In the case of losses, the beneficiary potentially is the airline. They try to do everything in their power to make sure that there aren't losses throughout the year. This is really to guarantee a 2-year service period for air service to Phoenix.

It is up to them and the region to come up with this \$100,000 in local match. It is a difficult thing to try to come up with some equity on this. He said that he thinks that this is something that they are going to try to split between the private and public sector. He presented Council with some data showing that approximately 12,311 travelers each

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year originate from Madras. Of this 58% or 7,093 use the Redmond Airport annually. They are not all going to Phoenix.

Discussion was held pertaining to the funds that are being collected as security should the airline lose funding. Council was assured that EDCO keeps very close tabs on a whole bunch of varying factors. There was also discussion on the City's share of funding that should be expended on this proposal.

The options that were provided in the staff report were as follows:

1. Approve the request from EDCO for \$2,379 on a per capita basis for the regional partners' targeted grant match share.
2. Approve a lesser amount (i.e. \$1,800 or other amount as agreed upon) to leave an unprogrammed balance within the Tourism and Economic Development Fund to fund other worthy efforts this fiscal year (through June 30, 2016).
3. Deny the grant request and not provide support at this time.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE THEIR REQUEST.

Councilor Brown suggested that the City Council consider approval of Option 2.

Roger Lee mentioned that this will most likely run through the Bend Chamber of Commerce so this would not be a check that the City would write to EDCO, it would be written to the Chamber. In his opinion, Option 2 is doable. This will be on a quarterly basis which he believes will greatly benefit the revenue guarantee fund. If there is a loss during those first three months, it will not kick in until the end of summer.

Councilor Walker asked Councilor Montgomery if he would restate his motion.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR BARTT BRICK THAT COUNCIL APPROVE THE REQUEST FROM EDCO FOR \$2,379 ON A PER CAPITA BASIS FOR THE REGIONAL PARTNERS' TARGETED GRANT MATCHING SHARE.

City Administrator Burril advised Council that the amount that they had appropriated for the Event Coordinator (for the 2017 Eclipse) may come in under what had been allocated so we can probably balance the other things that had been committed to, and still have some funding available for options to year end.

THE MOTION, CURRENTLY ON THE FLOOR, PASSED UNANIMOUSLY, 5/0.

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VI PUBLIC HEARINGS (LEGISLATIVE)

A. CITY OF MADRAS ZONING ORDINANCE AMENDMENTS TO THE INDUSTRIAL ZONE, COMMUNITY DEVELOPMENT DEPARTMENT FILE #TA-15-3

1) Open Public Hearing

The Public Hearing was opened at 7:08 p.m.

2) Staff Report

Community Development Director Snead advised Council that before them are some proposed zoning ordinance amendments. The proposed amendments to the zoning ordinance were in response to the City's Comprehensive Plan Goal 9 update.

The Technical Advisory Committee recommended that the Industrial Zone regulations be streamlined and clarified after their review. Staff worked with the Planning Commission to identify the amendments and in doing so the amendments, in general, remove lengthy and duplicative requirements, clarified the purpose statement for the Industrial Zone, and consolidated the list of permitted, conditional, and not permitted uses within the zone. There was also an overhaul in the design review standards for new development within the zone. They additionally clarified the screening requirements for mechanical and service areas, as well as changed the landscaping standards to be based on the size of the buildings rather than on the size of the property.

At the January 14, 2016 Planning Commission meeting, the Planning Commission approved the proposed amendments and forwarded the proposal to the City Council for review hence the hearing this evening.

The Council is being asked to solicit public comments, should there be any, and if Council finds it appropriate they may take formal action to approve the proposal this evening. Staff is recommending that the City Council approve the proposed amendments and direct staff to prepare the necessary adopting ordinance for review and consideration at a future meeting.

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3) Comments From the Public

Janet Brown, EDCO, advised Council that she is here tonight to speak in support of the Madras Zoning Ordinance amendments to the Industrial Zone, CDD File No. TA-15-3. She indicated that she had attended the Planning Commission meeting and had asked that residential be taken out. When she left the meeting they had assured her that there would be no residential in the Industrial Zone as this is setting the City up for conflicts. She is here tonight to confirm that it is not in there.

4) Close Public Hearing

The Public Hearing was closed at 7:12 p.m.

5) Council Deliberations (Questions / Comments)

Councilor Brick pointed out that he had noticed that there were several changes that were being proposed that was taking the word "shall" out and replacing it with the word "should". In his opinion, this tends to add some ambiguity to regulations. He is never 100% comfortable with that and asked that staff address why that is a good idea.

Community Development Director Snead explained that the current ordinance had the word "shall" in the Design Review Standards. The standard was determined by the Planning Commission and Technical Advisory Committee to be a very high standard to meet. The Planning Commission determined that the standard was difficult to administer and wanted to provide flexibility when determining the appropriate method of meeting that general standard. They purposely changed the word "shall" to "should" to provide flexibility recognizing what we have currently is extremely rigid.

The Planning Commission and staff tried to recognize that our Industrial Zone and the existing pattern of development and type of structures out there, makes it difficult to predict what sort of development and structures will be there. Changing the word from "shall" to "should" a more subjective word, would enable staff and the developer to provide flexibility and other alternatives in determining how that standard would be satisfied.

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Councilor Brick indicated that he is a big fan of flexibility, but is a little concerned that when you use the word "should" that it will immediately go to the lowest cost option for most businesses if it is not enforceable.

Community Development Director Snead told Councilor Brick that staff believes that this is a standard that can be enforced and that the flexibility is reasonable; however, this is a Council decision and if the Council would like to change that word it is certainly within their authority to do so.

City Attorney Green explained that "should" is discretionary, it is preferred. It is not black and white, whereas "shall" is one of obligation and there is no discretion. In the administration or implementation of the code, there are perhaps some issues that would come up, but he understands why the language has been changed. The hope is that we can get away from the rigid standards that are currently in place.

Councilor Brick wanted to know if you can legally require someone to do something when you say "should" rather than "shall".

City Attorney Green responded by saying "no". Basically if you have a "should" in there then it is preferred, but it does become a bit problematic to then obligate someone to use or implement for example a certain color.

Community Development Director Snead advised Council that when staff is dealing with developers and property owners they are approaching a situation when inevitably there is going to be a problem with a certain code requirement. When talking about the large buildings, the City's existing code requires architectural features every 50 feet. For example, if Bright Wood came in today and wanted to build a building that is 400 feet long by 200 feet wide, there would be a requirement for architectural articulations, windows, etc. every 50 feet. This requirement was a "shall" so they changed the code to provide flexibility and try to get to a point where they are facilitating a reasonable development in the Industrial Zone understanding that it has a function and a form that is not like that which is sitting in the Commercial area.

The proposed code amendments place emphasis on the facade of the building or elevation that faces the public street that serves that building where we have architectural requirements on that elevation, whereas with the other elevations we do not. He told the Council that when working with a developer on requirements for their development, he would argue that they would rather have flexibility in terms of what they can and

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cannot do to meet our code rather than a mandate. Recognizing the industrial nature up there, the Planning Commission decided that having 15% of the property be devoted to landscaping, and having buildings with copious amounts of architectural features was not what they saw was appropriate for our Industrial Zone, rather the intent was to allow buildings to be constructed that from the street looked reasonable in keeping with the existing pattern of development. These standards will get us there to the same style of development and will also provide a little more flexibility in the permitting process for the developer.

Councilor Brick again expressed his concern, but indicated that he would trust their decision.

Community Development Director Snead advised Councilor Brick that within the Zoning Ordinance, the authority is given to the Planning Director to, at any time, refer an administrative decision to the Planning Commission so if there is not an agreement between staff and a developer on a certain requirement for their development, that decision can be elevated to the Planning Commission and the Planning Commission can make the ultimate decision on how that standard should be applied. If the developer does not like the Planning Commission's decision they have the ability to appeal the decision.

6) Council Takes Formal Action to Either Approve, Modify, or Deny or to Continue the Hearing to a Time and Date Certain

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE [THE PROPOSED ZONING ORDINANCE AMENDMENTS TO THE INDUSTRIAL ZONE, FILE #TA-15-3]. THE MOTION PASSED UNANIMOUSLY, 5/0.

B. CITY COMPREHENSIVE PLAN AMENDMENTS AND ZONING ORDINANCE AMENDMENTS FOR MIXED USE ZONE - COMMUNITY DEVELOPMENT DEPARTMENT FILE #PA-15-1

1) Open Public Hearing

The Public Hearing was opened at 7:21 p.m.

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2) Staff Report

Community Development Director Snead introduced D.J. Heffernan from D.J. Heffernan Company, to the Council at this time and explained that Mr. Heffernan is the City's consultant who was charged with the update to the City's Comprehensive Plan, specifically Goal 9, Economic Development. Tonight they are reporting on what they have been doing for approximately the last two years. From staff's perspective this is a big deal and is a culmination of a lot of work. What they intend to do tonight is provide a brief presentation very similar to the one that was presented at the City-County meeting in late January 2016, and provide Council with an opportunity to accept public comments after that.

He assured the Council that the procedural requirements have been met. He asked City Attorney Green if he needs to have any of the City Councilors disclose any potential conflict of interest at this time.

City Attorney Green agreed that he should.

Councilor Walker said that this affects his property and there could be some gain from this, so he will listen, but will not vote.

Community Development Director Snead explained that they have gone through a series of meetings and a pretty extensive process to get to this meeting this evening. This is a Legislative Amendment meaning that it is basically a policy decision that Council will be making that is guided by the City Comprehensive Plan policies and state law. Both the City Council and County Commission are required to make a decision on this.

They have held several advisory meetings with the Planning Commission. He explained that those hearings have been identified in a table in the staff report. They had two meetings in August and September with specific property owners where they talked about some potential changes, had some work sessions with the City and County Planning Commissions, and received a final recommendation in December 2015.

The Jefferson County Board of Commissioners will consider a very similar proposal during their meeting tomorrow.

The City initiated an update to Goal 9, Economic Development, in the City's Comprehensive Plan. This is a very important project because

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about 2 -1/2 almost three years ago City staff was receiving comments from their Economic Development Team, local property owners, and realtors that there was an insufficient supply of land for industrial uses within our community.

Under the statewide planning system in Oregon, really the only way to address their concerns is to update the Goal 9 component of the Comprehensive Plan. In order to do that they need to figure out what they think ought to be the correct supply of land for the community. There is a specific set of analyses and outputs that determine that. He mentioned that the report is called an Economic Opportunities Analysis which is required by State law. D.J. Heffernan, with the assistance of EcoNorthwest, the subcontractor, completed our EOA (Economic Opportunities Analysis), which ultimately determined that we wouldn't be expanding our Urban Growth Boundary to solve our problem or perceived problem of a shortage of land.

After updating the EOA they had a lot more information that they considered this time around as opposed to the 2007 EOA. There was a brand new Airport Master Plan created in 2010 that reflects a lot of new planning and vision at the Airport. The Central Oregon Regional Industrial Site Program was not in existence then, so they considered that. There was also a Regional Rail Study that they considered to determine how they could accommodate that need regionally. Our population employment figures arguably and unfortunately have changed as the population has declined. The number of employees in the community has changed as well.

DJ Heffernan explained that this has been a very good process, beginning with working with the Advisory Committee that was appointed by the City Council and County Commissioners to oversee this process with certain interests represented there including Regional Economic Development, property owners, the legislative bodies, and the participation of some of the City Council and Planning Commission members.

The Advisory Committee held four meetings over nine months and had significant input particularly on policy amendments. They completely revised and updated the Comprehensive Plan policies for economic development which hadn't been done since the 1980s, so it was long overdue.

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The findings of the Economic Opportunities Analysis (EOA) had been pretty significant depending on your point of view. On the basis of existing growth rates there is plenty of Commercial and Industrial land both inside the Urban Growth Boundary as well as within the Urban Reserve Area to accommodate needs for the 20 to 50 year horizon. At some point in that 50 year horizon the City is going to have to modify the Urban Growth Boundary for employment lands, but it isn't now.

There is a shortage of sites at the Airport with airside access. This is being addressed through a separate process, but one of the recommendations that came out of the Economic Opportunities Analysis was to increase airside access at the Airport.

It was determined that there is also enough industrial land in the Airport Development Zone to accommodate the additional demand in economic opportunity that the City has after having been designated as an Unmanned Aerial Vehicle test site.

Things that needed to be addressed in addition to updating an element of the plan that hadn't really been looked at since the 1980s was that the industrial land inventory is concentrated near the Airport and most of the vacant land that is up there is in very large parcels. The average employer in Madras is on a site that is less than one acre. The available land that is up at the Airport is mostly in 20 acre or greater parcels. It really validated the sense that the city had, coming into this process, that there is a shortage of small to medium sized parcels and an abundance of underused commercial land in the south part of the Urban Growth Boundary.

The recommendations were to update Goal 9 of the City's Comprehensive Plan to expand the inventory of small and medium sized parcels that are available for light industrial and trade sector uses in the South part of Madras and to simplify the development standards in the industrial zone.

Council is being asked to adopt the 2015 Economic Opportunities Analysis as a Technical Element of the Comprehensive Plan. All of those words do not go into the plan document itself, but is referenced as an element of the plan so that it can be used and relied upon in making land use decisions.

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The recommendation that came from the City's Planning Commission and a parallel recommendation from the County's Planning Commission are in the exhibits that Council has in front of them tonight.

- Update the Comprehensive Plan's Economic Development Goals and Policies as well as the narrative is (Exhibit "B") which is located in the packet that was presented to the Council;
- Adopt a new Mixed Use Employment Zone in Madras and a parallel zone or comparable zone in Jefferson County (Exhibit "C");
- Adopt new zoning for some of the land in the city and county (Exhibit 5 a); and
- Adopt findings that support the proposed action and demonstrate that it is in compliance with State law and local requirements (Exhibit "D").

These findings will be modified based on testimony tonight and Council's deliberations and discussions.

Mr. Heffernan referred to the Mixed Use Employment Zone and mentioned that this is probably the biggest change in the City's Comprehensive Plan related to employment uses that comes out of this process. The map shows the area of the existing Urban Growth Boundary that would be affected by this Mixed Use Employment Zone. Some of the parcels are inside the city and some are still unincorporated and in the County, but they would have the same type of zone applied to them.

The objective of this Mixed Use Employment Zone is to expand the inventory of land for small and medium sized lots that would be suitable for light industrial and general employment uses south of Fairgrounds Road, to retain existing commercial development rights for all of the property owners that are there, both in the city and the county, to adopt common development review standards and simplify development review so that development that does occur in this area is compatible and to allow Mixed Use Employment Property owners in the county to annex into Madras using a streamlined annexation process as opposed to going through a quasi-judicial amendment process. It will still require an ordinance and City Council approval for a zone change, but the process

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will be simplified, and streamlined with a checklist that has not yet been developed, and the cost will be much less.

He referred to Exhibit 5a, the map showing all of the properties and the size of the properties (highlighted in blue) that are subject to the Mixed Use Employment Zoning. The average parcel size there is one and one half acres, whereas up in the Industrial Zone area the average size is probably 10 to 15 acres or more. In the proposed Mixed Use Employment Zone there is only two or three properties that are 15 acres or greater and all of the rest are much smaller than that. This will be a significant expansion in the inventory of properties that are small and medium sized.

The uses that are allowed in the Mixed Use Employment Zone are the same in both the City and the County. The uses include the wholesale trade business parks, light industrial, and retail commercial uses that are allowed by the current zoning. The design standards are the same to ensure compatibility of development and the development review process is similar for both the City and the County. If a development application for development in the County comes forward, the City still reviews it and is the decision maker based on the existing Urban Growth Management Agreement with the County.

Most development in the Mixed Use Employment Zone can be approved administratively without Planning Commission hearings, but as Community Development Director Snead told Councilor Brick, if something is pretty complex he can always refer the application to the Planning Commission. Larger buildings over 30,000 square feet as well as projects over 3 acres will require Conditional Use approval. Development in the City requires connection to City services.

In the County, the same rules apply. It requires the same administrative review, things can be kicked up to the Planning Commission, and it will require the same Conditional Use approval. In limited circumstances there may be an opportunity to develop in the County with on-site septic approval, but the applicant would have to agree as part of the application process to sign a waiver of non-remonstrance on future annexation into the City and promise that when services become available they will connect to the City sewer system. They have to weigh the cost and risk associated with installing an on-site septic system as someday that system is going to have to be abandoned and they will have to connect to the City sewer system, but the opportunity is there.

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Mr. Heffernan referred to Exhibits 5 a (left) and 5 b (right) and said that the map on the right shows County Commercial properties that would be zoned County Mixed Use Employment Zone and that the map on the left shows the City Mixed Use Employment Zone. [Note: A copy of the map that is being referred to will remain on file at the Madras City Hall for review by the public upon request.]

He told the Council that he wanted to briefly touch on some issues that came up in public testimony that both Planning Commissions grappled with. He said that he applauds them for the very considerate and thoughtful deliberation they put in these issues:

▶ **Residential Use**

Should residential uses be allowed in this district? It was determined that they should not be allowed as this is going to be a true Mixed Use District with industrial uses and commercial uses and office buildings all side by side. Everything is going to occur inside. There can be no assembly or storage of materials out in the open, but anything that goes inside is allowable. The idea is to have the buildings look good on the outside and what goes on inside the buildings is not relevant whether it is an office building, light manufacturing facility, or service operation.

▶ **Marijuana Distribution**

The recommendation was not to list this as an allowed use or as a not allowed use, but simply to address it administratively as this is a moving target. They felt that it was better if something comes down from the State or the local level on this issue and let it be dealt with administratively.

▶ **Landscaping Standards**

They modified landscaping standards and in limited circumstances provided clear and objective criteria where the amount of landscaping could be reduced.

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▶ **Building Set-back Standards**

They adopted a variable standard, which was, in his opinion, very creative on the part of the Planning Commissions to get to this point. Smaller buildings are going to be set up closer to the street where there is more customer interaction. The larger buildings can be set back farther.

▶ **Design Standards**

The Design Standards are the same for both the City and the County and are pretty strong. They actually borrowed them from what the City had in the industrial district as a starting point. If it is a flex space development within the same complex, the need for and the desire for strong architectural statements and good looking quality buildings was felt to outweigh the economics of defaulting to the lowest common denominator.

You want to have the retail and the office buildings be driving the design standards as opposed to lesser quality buildings that might be more economical for lower and industrial development. There is still plenty of land for that. If somebody needs to put up a Butler building for an industrial use, it would be suitable in the Industrial District but they didn't want to see that occurring here in the Mixed Use Employment Zone.

Community Development Director Snead pointed out that the land that is being proposed to be rezoned is really the front door to Madras as you come in from the south. The need to have the strong design standards was there because they wanted any new development to reflect positively on the community as we see it today. They purposely developed a standard that recognizes that people are driving through our community and they want them to form an opinion based on the development.

D.J. Heffernan presented the following recommendation from the City Planning Commission:

The City of Madras Planning Commission recommends that the Madras City Council adopt and add a Mixed Use Employment (MUE) Zone to the Zoning Ordinance, remove multiple family housing as a Conditional Use in the MUE Zone, add exterior to the wood siding as an allowed building

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material, amend the City Zoning Map to apply the MUE as shown in Option A, adopt the 2015 EOA as a technical element of the Comprehensive Plan, and adopt the revised Goal 9 Economic Development narrative, goals, and policies into the Comprehensive Plan, as well as include an annexation policy in the Comprehensive Plan that entitles properties zoned County MUE to automatically be rezoned City MUE upon annexation.

He then presented some pictures of buildings that would be allowed in the Mixed Use Employment Zone and offered to answer any questions the Council may have.

3) Comments From the Public

Kainum Bodelos came forward and told the Council that he had missed most of the planning meetings leading up to this and obviously it is getting close to a decision being made. He mentioned that he represents the Hall Family Trust. His grandfather was Joe Hall. As a single landowner that is being affected here, they are probably the largest. They have owned property on the south end of Madras for decades, back into the 1960s, and there is not a really high demand at this time. It is coming, but in the last five to ten years it has been slow at best.

If the property is rezoned as proposed, what are the implications with taxes? They have a pretty substantial tax bill every year. From a property valuation standpoint he would assume that it goes up on their part. He does not see development happening overnight just because the zoning is changed. He said that he wanted to come here tonight to learn more about that.

City Administrator Burril explained that just speaking from commercial versus industrial land values based on appraisal reports that the City has received and not speaking on behalf of the Assessor's office, he knows that commercial land values are the higher order value and industrial is less. He told Mr. Bodelos that the land value shouldn't go up.

Community Development Director Snead advised Mr. Bodelos that he does not know how the Assessor will assess this land as the assessment methodology in the County and the State is quite complex. He indicated that he does not know how to answer this question; however, he would be happy to follow up with him after talking with Jean McCloskey, our County Assessor. Fundamentally when looking at how property taxes are

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assessed, if your property is vacant (e.g. no structures or development) it will be assessed based on that. He mentioned that he does not know to what extent the zoning affects the assessment. In his opinion, there will be little or no change until there is actually an improvement placed on the property.

Kainum Bodelos requested clarification that most of the lots are around one to three acres.

Community Development Director Snead explained that this was actually an average.

Kainum Bodelos said that they must be on the upper end of that as their property has been included and their parcels consist of 10, 15, and 20 acres. He expressed concerns as they are heading towards more sophisticated, higher profile buildings with lots of windows and everything. They appreciate that they are part of this, but this would take in their property back to Dover Lane. He indicated that he had been surprised to learn that they are allowing more industrial uses to try to stimulate the economy, but at the same time they are putting some restrictions on it. The justification was that it is the door step to Madras and that they are looking for high profile improvements, but going all of the way back to Dover Lane is, in his opinion, not the door step at that point.

Community Development Director Snead explained that when they looked down south in Redmond, they really liked the form of development for the light industrial area around their Airport. The proposed design standards tried to recognize or create that. There was no intention to go exceedingly higher beyond that. He mentioned that he would like to point out that right now, at least within the City, the retail and commercial uses have a design standard that really has not changed a whole lot.

Kainum Bodelos requested clarification that they are looking for a common ordinance between the County and the City.

Community Development Director Snead acknowledged that the Development Standards would be the same.

Kainum Bodelos mentioned that right now their property is in County Commercial and there are a lot of things that are allowed there. The light industrial is being added, but the County has such an open zoning ordinance that he does not know that they are adding much, but in his opinion they are inhibiting growth to some degree.

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Community Development Director Snead agreed that the current listed uses in the County Commercial Zone are what they are today. The proposed Mixed Use Employment Zone expands that to include light industrial uses. It provides the ability for large scale development to occur. It is their belief that if the City is going to have our next large retail development in the community it will probably happen south of Fairgrounds Road. The mixed use zones that the City and County are proposing would allow that development to occur with connection to the City sewer system when development needs that.

Janet Brown told Mr. Bodelos that she thinks that he means Adams Drive rather than Dover Lane.

Kainum Bodelos acknowledged that she was correct.

Janet Brown reported that she has been part of the Technical Advisory Committee and met with the group of stakeholders (e.g. state agencies, industrial businesses, land owners, realtors, etc.) several times over the last couple of years.

She pointed out that we have a ghost inventory in the Industrial park. There is vacant land up there, but it is owned by Bright Wood Corporation, Keith Investment, or a landowner that has 80.0 acres but doesn't want to develop it; they just want to sell the full 80.0 acres. This is basically not what people are looking for when they come to town. The one thing that was clearly noted and proved over the last couple of years, when going through this process, is that we do not have the smaller inventories for those people that are looking for square foot sized lots, rather than acreage.

It is important that the City and County approve the same design standards for consistency as what is now County Commercial inside the Urban Growth Boundary will be part of the City at some point in time in the future.

This is more business friendly as it will give the landowners more opportunity for development. Right now it is just zoned for retail commercial and adding the light industrial provides more of an opportunity as a landowner and a developer. It also helps the developer and the property owner because the design standards are already there. It doesn't come in as a non-conforming use when those properties are annexed. They do not have to go through another expense or land use

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process. They have already done this because the site design standards have been kept the same in the City and County.

Both Planning Commissions decided not to allow residential in the Mixed Use Employment Zone. We have plenty of R-1, R-2, and R-3 space available in the City so we do not need any more residential. You would also be setting yourself up for conflict as residential and commercial uses do not mix. She asked that the Council support the recommendations of the Technical Advisory Committee, both Planning Commissions, and staff.

4) Close Public Hearing

The Public Hearing was closed at 8:00 p.m.

5) Council Deliberations (Questions / Comments)

Council members appeared to be agreeable with the recommendations that were made based on some of the cities that they have traveled through over the years and that it is important to have nice looking entrances for individuals to see when entering the town.

D.J. Heffernan mentioned that the taxes are frozen until the property is improved so the taxes on the land won't change. They only calculated the size of the lots in the area that is in the City, so if you averaged in the areas in the County and the Hall property which contains much larger parcels, the lot sizes would be going up. The point that he and Community Development Director Snead were trying to make is that the City has really expanded their inventory of small lots.

With regard to development in the County, there would have to be a really good reason to develop in the County without connecting to the City sewer system, but the soils are very suitable for septic system development. The properties that are adjacent to the City limits and within 300 feet of the sewer, by law, have to connect.

The main benefit from having the standards the same for the City and the County is that it is easy for people to annex and they can market their property and say to a future buyer that this is your future urban zoning and these are the development requirements. They will know what they are going to get here; there aren't any surprises. It is not like having

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County Commercial to where you are not quite sure what the development requirements are going to be when you come into the City. He said that he sees it as a big advantage to property owners today to know what the development requirements are going to be for that property if they want to put it on the market and sell it. They have a clearer idea of what those requirements would be, if this were to be adopted, versus what they have today.

City Administrator Burril mentioned for the record that he has experienced light industrial needs for smaller lots and has seen failed land sale attempts because the seller wanted too much money for the property or the buyer wanted to buy acreage. The residential uses there now, as he understands it, can continue to live there. Should they change that use of residential, it would need to conform to commercial or light industrial.

Community Development Director Snead agreed that existing residential uses can continue. They would in effect be classified as non-conforming uses in both the City and County Zoning Ordinances and within each of the ordinances the uses can continue; however there are certain threshold limitations by which they can expand. In some cases if the use is abandoned for over a year they will need to comply with the underlying zone.

City Administrator Burril referred to Marijuana and pointed out that the person that was here earlier was looking for some information and as it stands now, the community, both the City and the County will have citizens vote on that business forum going forward and as D.J. Heffernan pointed out, whatever other changes the State might make that we do not currently know about. We are not purposely recruiting that, it is more what the people vote on and what the State permits overall.

The City's goal is for consistency for strategic economic development, and this would increase the opportunities of land availability. The very irony at the set of this was that we did a study and it said that we have plenty of industrial land, but we could not have sited Daimler as there was not an 87.0 acre vacant parcel in this City. The irony of the State land use system is that it says one thing through our findings, but in reality we have just proved it wrong as we did not have sufficient land. This land use proposal tonight is to make sure that we have more sufficient land for development opportunities that are ever changing in the market place. In his opinion, we have to provide those opportunities if we are going to grow. This is consistent with the Council's mission statement.

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6) Council Takes Formal Action to Either Approve, Modify, or Deny or to Continue the Hearing to a Time and Date Certain

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT COUNCIL APPROVE THE PROPOSED CITY OF MADRAS COMPREHENSIVE PLAN TEXT AND MAP AMENDMENTS AND THE CITY OF MADRAS ZONING ORDINANCE AMENDMENTS AS PRESENTED AND DIRECT STAFF TO PREPARE THE PROPER ADOPTING ORDINANCE FOR COUNCIL TO CONSIDER AT A FUTURE MEETING. THE MOTION PASSED, 4/0, WITH COUNCILORS SCHMIDT, MONTGOMERY, BRICK, AND BROWN VOTING IN FAVOR OF THE MOTION AND COUNCILOR WALKER ABSTAINING FROM VOTING ON THE ISSUE.

Section V, Commercial Air Service Revenue Guarantee for Daily Non-Stop Jet Services to Phoenix - Local Match Proposal, was presented at approximately 8:15 p.m.; however, the minutes have been prepared to coincide with the meeting agenda.

VII RESOLUTION NO. 05-2016

A resolution authorizing an increase in appropriation to recognize unanticipated revenues, and expenses, and the transfer of appropriations within funds for Fiscal Year 2015-2016.

Finance Director McNamee told Council that this resolution increases appropriation, but it is under the 10% threshold so a hearing is not required, and explained that the first adjustment is in the Transportation Fund and is in regards to the ODOT fees for the Bard Lane Improvements of \$30,000, \$35,000 for St. Charles Hospital, and \$25,000 in a potential TE Project.

The second adjustment is one that piggybacks on an item that was approved under the Consent Agent. In order to fund 50% with the Jefferson County Sheriff's Department on improvements to the communications microwave tower, we need \$5,550 appropriated in Capital because it is a capital item.

The third adjustment in the budget resolution is due to write-offs of bad debt. Even though we have an uncollectable account we still need to appropriate for the bad debt expense. This has to do with a property that sold previously and our ability to collect is no longer there, so we do need to write that off. The good news is that we have sufficient revenue in that account to do so.

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A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT COUNCIL APPROVE AND ADOPT RESOLUTION NO. 05-2016. THE MOTION PASSED UNANIMOUSLY, 5/0.

VIII FEDERAL AVIATION ADMINISTRATION PROPERTY RELEASE APPLICATION WILBUR-ELLIS COMPANY

City Administrator Burrell thanked HR and Administrative Coordinator Puddy for putting this document together. There are a number of steps involved with it. This goes back to a 1995 agreement between the City and Wilbur-Ellis Company. In approximately 2005 there was an attempt to move forward with the land sale at that time under the parameters that the Federal Aviation Administration wanted, but Wilbur-Ellis Company decided that they did not want to do that at that time. Wilbur-Ellis Company is ready to move forward now.

He indicated that he believes that some of the efforts that helped, were rail improvements that the City did on their behalf with the Connect Oregon IV Grant and helped retain jobs for them. This step is required to move forward with the land sale under terms that FAA is agreeable to, and confirmed terms that Wilbur-Ellis Company is agreeable to. They are different from the 1995 agreement, but the 1995 agreement did not meet all of the terms that FAA would require so it has taken some time to work to this point.

This is the next step to move towards making that land available for sale. There are further steps that will parallel partitioning as part of this process. We will have the Community Development Department help with this. He said that they have been doing a close step-by-step with Wilbur-Ellis Company, their attorney, and their management team. Heather Hansen, Attorney with Bryant, Lovlien and Jarvis has been working closely with Wilbur-Ellis.

This property would be sold at Fair Market Value from the 2012 appraisal. The City started negotiations in 2014 with them. There will be some credits to the sale value as they helped improve Mill Street with funds that they reimbursed to the City. The 1995 agreement was based on an interest rate of approximately 9.9 percent. The FAA has indicated that 8% is enough for them so the City can do an excess rent credit on that net difference. This brings the net proceeds to approximately \$170,000. Wilbur-Ellis has agreed to split the partitioning and closing costs with the City.

FAA does ask how this meets our policy for releasing lands. We followed the approved property release policy. Under Section 10 it asks how the City proposes to use the proceeds. The FAA will tag this to specific improvements. It cannot be used on

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operations or maintenance; it has to go to improvements. He mentioned that they proposed the 5-Year Capital Improvement Plan that we currently have adopted or as it is updated.

One thing that came to mind after staff put this letter together and put it in the packet is that he thinks that it is probably in the City's best interest to additionally add under Item 10, the relocation of the acquired Macair hangar. In our adopted Airport Layout Plan there is a note in there that shows a future move of the hangar. As Council may recall, the City has entered into an agreement with the Fire Department on the Airport Rescue Fire Fighting (ARFF) vehicle which said that within five years we will house the unit at the Airport and that the Macair hangar acquisition is currently the targeted facility to put that Airport Rescue Fire Fighting vehicle into, and we are about three years into that agreement. We have to complete the relocation of the hangar within two more fiscal years and these sale proceeds could help us with that as he thinks that this would be eligible. Staff would like to add this clarification in the approval of this land release, and agreement that we are moving forward with, if Council has no objections.

It appeared to be the consensus of Council that staff's recommendation to include the relocation of the Macair hangar in the application letter be accepted.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT THE COUNCIL AUTHORIZE THE MAYOR TO SIGN THE REQUEST FOR RELEASE OF THE CERTAIN MADRAS/JEFFERSON COUNTY AIRPORT PROPERTY FROM THE REQUIREMENTS OF THE NATIONAL EMERGENCY USE PROVISIONS AND THE SURPLUS PROPERTY ACT TO RELEASE THE PROPERTY FOR THE PURPOSE OF LAND SALE TO WILBUR-ELLIS COMPANY IN THE AMOUNT OF 5.22 ACRES. THE MOTION PASSED UNANIMOUSLY, 5/0.

**IX CONSENT AGENDA ITEM "D"
APPROVAL OF PROFESSIONAL SERVICES CONTRACT BEND
MAILING SERVICES, LLC dba BMS TECHNOLOGIES**

Councilor Brick referred to Exhibit "A" and explained that the request says that we are looking at \$.52 per piece for an estimated cost per month of \$1,029 which means about 2,000 items, but if you go down to their price list it says from 1,000 to 2,500 items it is \$.78 and 1/2 cents per piece, and in the explaining paragraph below that, they say that under no circumstances will they go below \$.62 and 1/2 cents, so he was curious to know the differences.

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Finance Director McNamee assured him that the City is locked in at \$.51 per piece and the reason it is \$.52 is because she is adding \$.01 to go with recycled envelopes because they are a light brown color and will stand out in the mail. We are piggybacking on a contract from the City of Tigard at the \$.51, so even if we only had 500 mailers in a month, they have to honor that \$.51 per piece price.

A MOTION WAS MADE BY COUNCILOR BARTT BRICK AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE THE CONTRACT WITH BMS [TECHNOLONGIES] FOR THREE YEARS; CONTRACT NOT TO EXCEED \$40,000. THE MOTION PASSED UNANIMOUSLY, 5/0.

X ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

▶ **PUBLIC WORKS DEPARTMENT REPORT**

Public Works Director Hurd advised Council that he will work on putting together a policy for the on-call truck use for Council to approve in the next month.

He reported that they are starting a new process in Public Works where the Department Supervisors will be presenting their own requests, so Council will be seeing more of them.

The plans for the new Daimler access road should be completed by the end of this week and we should be advertising for that as soon as we get approval from the Federal Aviation Administration.

The Public Works Department is submitting an application for the next phase of the Trail Project from the Skate Park down to "J" Street.

▶ **FINANCE DEPARTMENT REPORT**

Finance Director McNamee reported that the Finance Department is working on the Budget.

▶ **CITY ADMINISTRATOR COMMENTS**

City Administrator Burril told the Council that the Daimler Lease has been approved by City Attorney Green's office and Daimler's attorney's office. The Mayor will be asked to sign the lease within the next week. There was a meeting

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held this week on starting to plan the ground breaking. They do want a media release and want to make this a very large event. Staff will be getting a notice out to Council as soon as they confirm that some of their executives can make it.

XI ADJOURN

The City Council meeting was adjourned at 8:40 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

**CITY OF MADRAS
Request for Council Action**

Date Submitted: March 2, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council
Through: City Administrator, Gus Burril
From: City Recorder, Karen J. Coleman
Subject: **MEMORANDUM OF UNDERSTANDING - WATER RIGHTS (1.2 ACRES)
JEFFERSON COUNTY ROD AND GUN CLUB**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|---|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion
as Part of the Consent Agenda | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | <input checked="" type="checkbox"/> | Consent Agenda |

DESCRIPTION AND STAFF ANALYSIS:

The City of Madras and Jefferson County Rod and Gun Club entered into a Memorandum of Understanding on April 11, 2006 which would allow them to utilize 1.2 acres of the City's Crooked River water rights on their leased premises (39.2 acres) at the Madras Municipal Airport as they not only provide facilities for gun club members, but for use by the public for recreational purposes.

The water rights had to be placed under a separate agreement so as to keep the City of Madras in compliance with the Bureau of Reclamation's 10-year restriction. The restriction allows the City to tie water rights to leased premises in 10-year increments, thereby making it necessary to enter into a new Memorandum of Understanding as each 10-year increment expires.

The gun club is required to utilize the water rights in compliance with the North Unit Irrigation District usage requirements, and to pay for the cost of any water that is used.

The Jefferson County Rod and Gun Club verbally requested that the City consider entering into a new Memorandum of Understanding which would allow the continued use of the 1.2 acres of water rights at their facility as the current Memorandum of Understanding expired on February 28, 2016.

Staff prepared the attached Memorandum of Understanding and forwarded it to City Attorney Green for review and comment.

SUMMARY:

A. Fiscal Impact

The City will incur some expense for the City Attorney's review of the Memorandum of Understanding.

B. Supporting Documentation

A copy of the proposed Memorandum of Understanding has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council approve the proposed Memorandum of Understanding with the Jefferson County Rod and Gun Club which will allow the continued use of 1.2 acres of the City's Crooked River water rights on their leased premises at the Madras Municipal Airport.

**MEMORANDUM OF UNDERSTANDING
WATER RIGHTS**

This Memorandum of Understanding is entered into on this _____ day of _____, 20 _____, by and between the **CITY OF MADRAS**, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and the **JEFFERSON COUNTY ROD AND GUN CLUB**, an organization leasing Airport property from the City of Madras, hereinafter referred to as "lessee".

RECITALS

- 1) The City of Madras and Jefferson County Rod and Gun Club entered into a new lease agreement (the "lease") on August 13, 2002.
- 2) The subject lease became effective on January 1, 2002 and will continue until December 31, 2026.
- 3) Said lease also granted lessee the option to renew the lease for an additional twenty-five (25) years, subject to all terms and conditions of the August 13, 2002 lease.
- 4) The lease fees have been paid in full for the fifty (50) year lease term.
- 5) Because the lessee provides facilities not only for gun club members, but for use by the public for recreational purposes, the City has granted them permission to the use of 1.2 acres of Crooked River Water Rights (SE Township 10, Range 13, Section 28).
- 6) The Bureau of Reclamation has restrictions in place that limit the use of water for leased premises to ten (10) year increments.
- 7) Since the current lease greatly exceeds that limitation, it is necessary that the City once again limit the use of these water rights to ten (10) years.
- 8) The Memorandum of Understanding that was entered into on April 11, 2006 and became effective on March 1, 2006, expired on February 28, 2016.

- 9) The lessee has expressed a desire to enter into a new ten (10) year Memorandum of Understanding which would allow their organization to continue using the 1.2 acres of Crooked River Water Rights.

AGREEMENT

- 1) The City hereby agrees to provide the lessee with use of 1.2 acres of Crooked River Water Rights (SE Township 10, Range 13, Section 28) in compliance with Bureau of Reclamation restrictions, unless said water rights become unavailable to the City.
- 2) Use of the 1.2 acres of Crooked River Water Rights (SE Township 10, Range 13, Section 28) is hereby limited to ten (10) years beginning on March 1, 2016 (the "effective date") and continuing to midnight on February 28, 2026..
- 3) Lessee agrees that it will utilize the water rights in compliance with Bureau of Reclamation requirements which at this time require use of water rights at least once every five (5) years to ensure that the water rights are not forfeited pursuant to Oregon law (ORS 540.610).

Lessee will notify the City annually, in writing, as to whether or not the water rights were used and will provide the City with evidence (e.g. a date and time stamped Google map, or picture) showing the location and date when and where the water rights were utilized.

Said notification and pictures or maps can be forwarded to:

Public Works Director, Jeff Hurd
City of Madras
125 SW E Street
Madras, Oregon 97741-1346

- 4) Lessee hereby agrees to pay North Unit Irrigation District for any costs associated with use of said water rights.
- 5) Any modifications to this Memorandum of Understanding shall be, in writing, and be approved by both parties.

- 6) Lessee understands that it will be necessary to renegotiate with the City of Madras for use of the water rights listed above prior to expiration of the ten (10) year term if they wish to continue utilizing water rights.

DATED this _____ day of _____ 20 _____.

CITY OF MADRAS

By: _____

Its: _____

Date: _____

JEFFERSON COUNTY ROD & GUN CLUB

By: _____

Its: _____

Date: _____

Staff is recommending Council approve Change Order No. 2 to for Latham Excavation Construction Services Contract to allow Latham Excavation to load, haul, and spread fill material from the Saint Charles Madras Site to the Madras West Access Road Project.

SUMMARY:

A. Fiscal Impact:

Madras Municipal West Access Road Project (aka Daimler Road)

• Design and Const. Engineering (Century West)	=	\$ 125,473.00
• Construction Services Contract Material (Latham)	=	\$ 35,700.00
▪ Change Order #1 (Time Extension)	=	\$ 0.00
▪ Change Order #2	=	\$ -14,700.00
• Revised Contract Amount	=	\$ 21,000.00
• Mat. and Equip. for Road Construction (estimated)	=	\$ 78,135.00
• Road Construction (City Forces In Kind)	=	\$ 131,415.00
• Land Dedication for Road	=	\$ 154,149.00
• Water Line Estimated (DVWD)	=	\$ 143,000.00
• Road Construction – Contracted (TBA)	=	\$1,430,945.42
• Contingency	=	\$ 202,919.00
• Total Road Project Cost	=	\$2,287,036.42

Revenue

• Infrastructure Finance Authority	=	\$ 150,000.00
• Immediate Opportunity Fund	=	\$ 841,137.21
• City (land & labor/equipment grading)	=	\$ 285,564.06
• Developer (Daimler) Cost Share	=	\$1,010,335.15
• Total Revenue	=	\$2,287,036.42

B. Funding Source:

- Airport Operations Fund, Capital Outlay, 509-090-540-1003
- This project has been budgeted for FY 15-16 therefore a budget resolution is not required.

C. Recognition of Collateral Material and Technical Report:

- Change Order No. 2

RECOMMENDATION:

Formal Action/Motion that Council approves Contract Change Order No.2 for Latham Excavation Construction Services Contract to allow Latham Excavation to load, haul, and spread fill material from the Saint Charles Madras Site to the Madras West Access Road Project.



THE CITY OF MADRAS

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

CONTRACT CHANGE ORDER

Date: 2/12/2016
Change Order No. 2

TO: Latham Excavation
84 SE 5th Street #100
Bend Oregon 97702

Phone: 541-382-8267
Fax:

PROJECT: Rock Crushing for Madras Municipal Airport West Access Road

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

- Contractor to load, haul, and spread fill material from the Saint Charles Madras Site to the Madras
- 1 Airport West Access Road Project \$3.00 a CY up to 7,000 CY +/- 500 CY
- 2 City will take delivery of approximatley 7,000 cubic yards +/- 500 CY
- 3 City will take delivery of fill material between March 1st to June 30, 2016
- 4 Contractor to provide the requested trucks required to match the City's production of placing fill.
- 5 City will provide a minimum of 48 hour notice before needing deliveries.
- 6 Delivery of Material will be between the hours of 7:30 - 3:00 pm Monday thru Friday.
- 7 Contract time remains the same
- 8 Fill materil provided to be free of organics and man made material.

- Fixed Price
- T & M
- Per Quotation Attached.
- Details Attached.

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

- None
- Describe:

ORIGINAL CONTRACT AMOUNT:	\$ 35,700.00				
PREVIOUS CHANGE ORDERS	\$ -				
ITEM	UM	QTY	UP	DESCRIPTION	
1	CY	-6000.00	\$ 5.95	Crush 3" Minus On Airport Site	\$(35,700.00)
2	CY	7000.00	\$ 3.00	Supply Clean Fill From Saint Charles Madras Excvation	\$ 21,000.00
					\$ -
					\$ -
TOTAL REVISED CONTRACT AMOUNT:					<u>\$ 21,000.00</u>

CITY OF MADRAS:
Royce Embanks, Mayor; Council President or Mayor Pro Tem

Latham Excavation

Signature: _____

Name: _____

Signature: _____

Date Signed: _____

Date Signed: _____

CITY OF MADRAS
Request for Council Action

Date Submitted: March 2, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council
Through: City Administrator, Gus Burril
From: City Recorder, Karen J. Coleman
Subject: **FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
BEND MAILING SERVICES, LLC dba BMS TECHNOLOGIES**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|---|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion
as Part of the Consent Agenda | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | <input checked="" type="checkbox"/> | Consent Agenda |

DESCRIPTION AND STAFF ANALYSIS:

The City Council, on February 23, 2016, approved a Professional Services Contract with BMS Technologies for utility bill printing and mailing services. When setting up the agreement file it was discovered that the requirement to provide "Professional Liability Insurance" had inadvertently been left as one of the insurance requirements in the contract.

"Professional Liability Insurance" is generally required for architects, engineers, appraisers, attorneys, consultants, auditors, companies providing specialized inspection and testing services, or companies that provide specialized services, information, and/or recommendations that the City may rely on when making important decisions. Providing utility bill printing and mailing services does not fall within any of these categories as they will actually be utilizing the information provided by the City's Finance Department, not creating information that the City would be relying on when making decisions.

BMS Technologies has confirmed that their insurance company is unable to provide this type of coverage for the work they will be doing for the City. Staff confirmed with our insurance agent that this type of business would be unable to obtain the insurance coverage that is being required.

Staff prepared the attached "First Amendment to Professional Services Contract" which, if approved by Council, will delete this requirement from the contract. The amendment was forwarded to City Attorney Green for review and comment which resulted in a few minor changes.

The proposed amendment was also forwarded to Jeffrey Evans, Client Solutions Manager, for review, and was approved.

SUMMARY:

A. Fiscal Impact

There will be minimal costs involved for legal counsel's review of the amendment.

B. Supporting Documentation

A copy of the proposed "First Amendment to Professional Services Contract" has been attached for Council review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council take formal action to approve the "First Amendment to Professional Services Contract" with BMS Technologies, as proposed.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BMS TECHNOLOGIES**

This First Amendment to Professional Services Contract is hereby entered into on _____, 2016 (the "Effective Date") by and between the **CITY OF MADRAS**, an Oregon municipal corporation, hereinafter referred to as "City", and **BEND MAILING SERVICES, LLC**, an Oregon Corporation (d.b.a. **BMS TECHNOLOGIES**), hereinafter referred to as "Consultant".

RECITALS

1. The City entered into a Professional Services Contract (the "Contract") with Bend Mailing Services LLC d.b.a. BMS Technologies (the "Consultant") for utility bill printing and mailing services on February 23, 2016; and
2. While preparing the contract for signature and setting up the agreement file it was discovered that the contract contained an insurance provision under Section 11 (Insurance Requirements) which required Consultant to provide proof that they are carrying Professional Liability Insurance; and
3. Based on the business type and services being provided by Consultant it was determined that Consultant cannot meet this requirement as Professional Liability Insurance is primarily carried by architects, engineers, attorneys, appraisers, or companies providing specialized inspection and testing services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Amendment

1. Section 11 (Insurance Requirements), subsection (iv) requiring Consultant to provide Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage shall hereby be deleted due to the nature of the Consultant's business.
2. Miscellaneous. This Amendment is hereby expressly made part of the Contract. The terms and conditions of the Contract that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein will have the respective meanings assigned to them in the Contract. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of

no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by both parties.

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

CITY:

City of Madras,
an Oregon municipal corporation

By: Royce Embanks, Mayor

CONSULTANT

Bend Mailing Services LLC, dba BMS Technologies
an Oregon corporation

By: _____

Its: _____

CITY OF MADRAS

Request for Council Action

Date Submitted: February 29, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council Members
Through: Gus Burrell, City Administrator
From: Brandie McNamee, Finance Director
Subject: Authorize City Administrator to sign contract amendment to the Public Transit Division ODOT Grant Agreement No. 30770

TYPE OF ACTION REQUESTED:

Formal Action/Motion

Consent Agenda

DESCRIPTION:

The attached amendment is for the Public Transit Division Grant Agreement No. 30770 from the Oregon Dept. of Transportation (ODOT) that provides pass through grant funds to COIC to deliver transit services to our area via Cascade East Transit. The City has committed a grant match of \$19,111.00 (\$9,555.50 for FY 2015-16 and FY 2016-17) for the project. These funds are awarded for the period of July 1, 2015 through July 1, 2017 (two fiscal years).

Due to a recent audit from ODOT, it was determined language within the original contract No. 30770 did not include sufficient provisions to comply with federal standards. To be compliant and remediate the audit findings, the following amendments are proposed:

Terms of Amendment

1. The attached EXHIBIT C, Insurance Requirements is added to the Agreement.
2. The attached EXHIBIT D, Summary of Federal Requirements is added to the Agreement.
3. The attached EXHIBIT E, Information Required by 2 CFR 200.331(a) is added to the Agreement.
4. The attached EXHIBIT F, Federal Regulations & Required Third-Party Contract Clauses is added to the Agreement.

STAFF ANALYSIS:

On a reimbursement basis, the City passes this money through to COIC to deliver transit services to our area via Cascades East Transit. The grant requires a 10.27% project match by the applicant (\$166,972.00 grant; \$19,111.00 City match = \$186,083.00 total project cost). The City budgets

annually to support the grant match requirement. The City's matching fund requirement will be dispersed over the next two fiscal years (2015-16 and 2016-17) from the City's Transportation Operations Fund.

SUMMARY:

A. **Fiscal Impact:**

- \$19,111.00 over next two fiscal years (2015-16 and 2016-17)

B. **Funding Source:**

- Transportation Operations Fund

RECOMMENDATION:

Action/motion for City Council to delegate authority to the City Administrator to sign the contract amendments for the Oregon Department of Transportation Public Transit Division funding agreement for public transit services through Central Oregon Intergovernmental Council (COIC), dba Cascades East Transit.

AMENDMENT TO SERVICES AGREEMENT

This Amendment to the Service Agreement (this "Amendment") is entered into and made effective on _____, 2016, by and between the City of Madras, a municipal corporation of the State of Oregon ("City"), and the Central Oregon Intergovernmental Council, an entity organized under ORS Chapter 190 ("COIC").

Recitals

- A. City and COIC entered into a Services Agreement dated effective July 1, 2015 (the "Agreement"). The Agreement concerns COIC's provision of certain transportation services.
- B. City's payment obligation under the Agreement is conditioned on City's receipt of certain grant funds from the Oregon Department of Transportation ("ODOT").
- C. City recently received an ODOT compliance finding that the Agreement does not contain all required Federal terms and conditions.
- D. ODOT Public Transportation Division has requested the inclusion of additional insurance language into the Agreement.
- E. ODOT Public Transportation Division has requested the inclusion of language on 2 CFR 200.331(a) into the Agreement.
- F. The parties desire to enter into this Amendment to incorporate the language requested by ODOT Public Transportation Division into the Agreement.

Now therefore, in consideration of the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Terms of Amendment

- 1. The attached EXHIBIT C, Insurance Requirements is added to the Agreement.
- 2. The attached EXHIBIT D, Summary of Federal Requirements is added to the Agreement.
- 3. The attached EXHIBIT E, Information Required by 2 CFR 200.331(a) is added to the Agreement.
- 4. The attached EXHIBIT F, Federal Regulations & Required Third-Party Contract Clauses is added to the Agreement.
- 5. This Amendment is hereby expressly made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Agreement, except as modified by this Amendment. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and are of no further force and effect. Notwithstanding the immediately preceding sentence, to the extent that there is a conflict between any provision in this Amendment, including the attached exhibits, and

the Agreement, the Agreement controls. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Amendment may be signed in one or more counterparts.

6. This Amendment shall be effective on signature by both parties.

COIC:

Central Oregon Intergovernmental Council
an entity organized under ORS Chapter 190

CITY:

City of Madras
a municipal corporation of the State of Oregon

By: Andrew Spreadborough
Its: Executive Director

By: Gus Burrell
Its: City Manager

Date

Date

EXHIBIT F
FEDERAL REGULATIONS & REQUIRED THIRD-PARTY CONTRACT CLAUSES

ALL OR PART OF THIS AGREEMENT IS FEDERALLY FUNDED. COIC shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Agreement.

1. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

COIC agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

A. COIC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* COIC agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Transit Administration (“FTA”) and the appropriate Environmental Protection Agency (“EPA”) Regional Office.

B. COIC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors, including COIC, who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

4. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The following access to records requirements apply to this Agreement:

A. COIC agrees to provide City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of COIC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. COIC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (“PMO”) contractor access to COIC’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where any purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

C. COIC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. COIC agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case COIC agrees to maintain same until City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

E. FTA does not require the inclusion of these requirements in subcontracts.

5. FEDERAL CHANGES

49 CFR Part 18

COIC shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the State of Oregon and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. COIC’s failure to so comply shall constitute a material breach of this Agreement.

6. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

A. COIC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. COIC agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. COIC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 USC 3701(b)(1)(B)(iii) and (b)(2)
29 CFR 5.2(h)
29 CFR 5.5(b)
49 CFR 18.36(i)(6)

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages** – COIC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. **Subcontracts** - COIC or any subcontractor shall insert in any subcontracts the clauses set

forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. City and COIC acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to City, COIC, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. COIC agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

A. COIC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, COIC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, COIC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on COIC to the extent the Federal Government deems appropriate.

B. COIC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on COIC, to the extent the Federal Government deems appropriate.

C. COIC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1F

A. **Termination for Convenience (General Provision).** City may terminate this Agreement, in whole or in part, at any time by written notice to COIC when it is in City's best interest. COIC shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. COIC shall promptly submit its termination claim to City to be paid COIC. If COIC has any property in its possession belonging to City, COIC will account for the same, and dispose of it in the manner City directs.

B. **Termination for Default [Breach or Cause] (General Provision).** If COIC does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, COIC fails to perform in the manner called for in the contract, or if COIC fails to comply with any other provisions of this Agreement, City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on COIC setting forth the manner in which COIC is in default. COIC will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by City that COIC had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of COIC, City, after setting up a new delivery of performance schedule, may allow COIC to continue work, or treat the termination as a termination for convenience.

C. **Opportunity to Cure (General Provision).** City in its sole discretion may, in the case of a termination for breach or default, allow COIC ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If COIC fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by COIC of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate this Agreement without any further obligation to COIC. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against COIC and its sureties for said breach or default.

D. **Waiver of Remedies for any Breach.** In the event that City elects to waive its remedies for any breach by COIC of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

E. **Termination for Convenience (Professional or Transit Service Contracts).** City, by written notice, may terminate this Agreement, in whole or in part, when it is in City's interest. If this Agreement is terminated, City shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

F. **Termination for Default (Supplies and Service).** If COIC fails to deliver supplies or to perform the services within the time specified in this Agreement or any extension or if COIC fails to

comply with any other provisions of this contract, City may terminate this Agreement for default. City shall terminate by delivering to COIC a notice of termination specifying the nature of the default. COIC will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Agreement.

If, after termination for failure to fulfill contract obligations, it is determined that COIC was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

G. Termination for Default (Transportation Services). If COIC fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Agreement or any extension or if COIC fails to comply with any other provisions of this Agreement, City may terminate this Agreement for default. City shall terminate by delivering to COIC a notice of termination specifying the nature of default. COIC will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

If this Agreement is terminated while COIC has possession of City goods, COIC shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. City and COIC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause (defined below).

If, after termination for failure to fulfill contract obligations, it is determined that COIC was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, COIC is required to verify that none of COIC, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

COIC is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COIC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COIC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. PRIVACY ACT **5 U.S.C. 552**

The following requirements apply to COIC and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. COIC agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, COIC agrees to obtain the express consent of the Federal Government before COIC or its employees operate a system of records on behalf of the Federal Government. COIC understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. COIC also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

13. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

The following requirements apply to this Agreement:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, COIC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, COIC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying agreement:

(i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, COIC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. COIC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, COIC agrees to comply with any implementing requirements FTA may issue.

(ii) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, COIC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, COIC agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, COIC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, COIC agrees to comply with any implementing requirements FTA may issue.

C. COIC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

A. **Disputes.** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by City's city manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, COIC mails or otherwise furnishes a written appeal to City's city manager. In connection with any such appeal, COIC shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City's city manager shall be binding upon COIC and COIC shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by City, COIC shall continue performance under this Agreement while matters in dispute are being resolved.

C. **Claims for Damages.** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and COIC arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon.

E. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act

by City or COIC shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

A. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .5 %. A separate contract goal has not been established for this procurement.

B. COIC shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. COIC shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by COIC to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract COIC signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. COIC shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

17. DRUG AND ALCOHOL TESTING

COIC agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency of Oregon, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. COIC agrees further to certify annually its compliance with Parts 653 and 654 before July 1st and to submit the Management Information System (MIS) reports before October 1st of each year to the Transportation Business Administrator, 1250 NE Bear Creek Rd., Bend , OR 97701. (To certify compliance COIC shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register).

EXHIBIT C
Insurance Requirements

GENERAL.

COIC shall obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of the Services commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to City. City shall not authorize work to begin until the insurance is in full force. Thereafter, City shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. In no event shall City permit work when City is aware that COIC is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

- i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to City. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by City:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by City:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include City, its officers, employees and agents as Additional Insureds but only with respect to the COIC's activities to be performed under the Project. Coverage must be primary and non-contributory with any other insurance and self-insurance.

NOTICE OF CANCELLATION OR CHANGE. COIC or its insurer must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. COIC shall provide the City a certificate(s) of insurance for all required insurance before the COIC performs under the Project. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

COIC must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

COIC further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/21-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Schedule 2.1:

1. COIC shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation ("USDOT") (49 CFR 21, Subtitle A). COIC shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. COIC will report to City on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
2. COIC shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. COIC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its Disadvantaged Business Enterprise ("DBE") program or the requirements of 49 CFR Part 26. COIC shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. COIC's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.
4. COIC shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. COIC shall carry out applicable requirements of 49 CFR Part 26 in the performance of this USDOT-assisted contract. Failure by the COIC to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.
5. COIC, a contractor receiving in excess of \$100,000 in federal funds, must certify to City that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, COIC shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to City at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

EXHIBIT E

Information required by 2 CFR 200.331(a), may be accessed at: <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available.

CITY OF MADRAS

Request for Council Action

Date Submitted: March 2, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Acceptance of Urban Forestry Commission Resignation and Appointment of Gary Walker to fill the vacancy

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Contract Review Board |
| <input type="checkbox"/> None - Report Only | |

Formal action / motion: That Council accepts Councilor Brown's resignation from his position on the Urban Forestry Commission and appoints Councilor Walker to complete the unexpired term.

DESCRIPTION:

Councilor Brown brought to the Urban Forestry Commission's attention that he would like to have Councilor Walker complete his term on the Urban Forestry Commission.

STAFF ANALYSIS:

Councilor Brown was appointed by Council to the Urban Forestry Commission to serve a three year term which will expire on 12-31-2016. He is asking that Councilor Walker be appointed to replace him on the Commission. Councilor Walker graciously agreed to accept Councilor Brown's position on the Urban Forestry Commission, with the understanding that he would have to be formally appointed by Council.

It is staff's recommendation, that Council appoint Councilor Walker to the Urban Forestry Commission, to serve the remainder of Councilor Brown's term ending December 31, 2016.

SUMMARY:

- A. Fiscal Impact:
Not Applicable

- B. Funding Source:
Not Applicable

RECOMMENDATION:

Formal action / motion: That Council accepts Councilor Brown's resignation from his position on the Urban Forestry Commission and appoints Councilor Walker to complete the unexpired term.

CITY OF MADRAS
Request for Council Action

Date Submitted: March 2, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council
Through: City Administrator, Gus Burrell
From: City Recorder, Karen J. Coleman
Subject: **DEER RIDGE AMERICAN LEGION POST 131 - VETERAN MEMORIAL FLAGPOLE REQUEST**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|----------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | <input type="checkbox"/> | Consent Agenda |

DESCRIPTION AND STAFF ANALYSIS:

The City of Madras received an e-mail from Daniel Coleman, with the Oregon Department of Corrections, explaining that the Deer Ridge Legion Post 131 was in the process of creating a Veteran's Memorial inside the prison for their incarcerated Veterans. They had apparently noticed that the flagpole currently located at Bean Park did not have a flag placed on it and was wanting to know if the City would be willing to donate the pole to them for their memorial.

Golf Course Superintendent / Parks Supervisor Burchell was contacted about the request and advised Public Works Director Hurd that there isn't currently a light on the flagpole which would make it necessary that the flag be put up and taken down each night. He indicated that he has been looking into what it would take to install a light at that location and into what it would take to remove the pole.

When taking a closer look at the existing flagpole he discovered that there is a plaque at the base of the pole which indicates that the pole was donated by the Bean Foundation and his recommendation would be that the flagpole not be removed.

This request resulted in the need to research some costs and options. Cove Electric was called out to look at the pole to determine whether it would be possible to add a light at the base of the flag pole. Staff was told that a light could not be added to the existing cobra head located in the park as it is owned by Pacific Power. There is a power pot on "B" Street, but this would require the installation of a power meter pedestal and conduit to the pole. It appears that the cost for the meter, light, conduit, and for an electrician would be upwards of \$5,000. It would also require an electrical service contract with Pacific Power.

Staff also checked into the cost of a 30 ft. pole, simple with outside lanyard and no internal pulleys similar to the Veteran's Memorial Pole and found that it would cost approximately \$1,100 in addition to possible shipping costs if it is not ordered under a sale where shipping costs are provided.

He also checked into the cost of a Gray LED Solar Light, which he thinks should work and found that it will cost around \$350.00 which would include staff time to install the light and sand and repaint the pole.

SUMMARY:

A. Fiscal Impact

Since these costs were unanticipated in the current 2015-2016 Budget, it will be necessary for Council to select an option or options of their choice, and staff will try to include the cost(s) in next year's budget.

STAFF'S RECOMMENDATION IS:

Staff is leaving the decision up to Council's discretion:

- Option 1: Council can suggest that Mr. Coleman submit a request for funds through the City's Community Grant Program. It may be too late to submit a request this year unless there are some unprogrammed funds available after the Budget Committee makes the funding awards for Fiscal Year 2016-2017.
- Option 2: Council can suggest that staff place in the Fiscal Year 2016-2017 Budget a sufficient amount to have electricity installed to the at a cost of approximately \$5,000.
- Option 3: Council can ask that staff budget in the Fiscal Year 2016-2017 Budget for the installation of a Gray LED Solar Light and paint for the pole at Bean Park if Option 2 seems too expensive.
- Option 4: Council can deny the request from the Oregon Department of Corrections based on the fact that the existing was a gift from the Bean Foundation and should remain at Bean Park.

Wind Speed 85 Mph



5" Butt Dia. x .125 Wall Thickness

[PRODUCT DETAILS >>](#)

EXTERNAL HALYARD COMMERCIAL FLAGPOLE.

FREE SHIPPING!

Item #EH305125

Regular price: \$1,084.95 Sale price: \$984.95

Finish:



5" Butt Dia. x .125 Wall Thickness

[PRODUCT DETAILS >>](#)

EXTERNAL HALYARD COMMERCIAL FLAGPOLE.

FREE SHIPPING!

Item #EH3051252

\$1,105.95 Finish:



30ft (1) Piece Wind Speed 95 Mph



5" Butt Dia. x .156 Wall Thickness

[PRODUCT DETAILS >>](#)

EXTERNAL HALYARD COMMERCIAL FLAGPOLE.

FREE SHIPPING!

Item #EH305156



30ft (2) Piece Wind Speed 95 Mph

5" Butt Dia. x .156 Wall Thickness

[PRODUCT DETAILS >>](#)

EXTERNAL HALYARD COMMERCIAL FLAGPOLE.

FREE SHIPPING!

Item #EH3051562

» [Home](#) » LED Solar Flagpole Light - Gray

LED SOLAR FLAGPOLE LIGHT - GRAY

[Email a Friend](#) * [Add to Favorites](#)

[Like](#)

0

[Tweet](#)

[G+1](#)

[Pin it](#)



[View Larger](#)

This **Gray LED Solar Flagpole Light** is vital for any U.S. flag-flying homestead or business. Solar powered lighting easily attaches to flag poles (as well as other outdoor structures), is adjustable and waterproof. Four 0.5 watt white LEDs (1 watt total power). Monocrystal solar panel: 5 volt/320 milli-amp. Battery: Three 1.2 volt AA 1500 milli-amp-hours nickel-metal hydride rechargeable batteries included. Plastic head and die-cast; aluminum Y frame with stainless hoop. Light: 6-1/4 in. X 3 in. Solar panel: 5-1/2 in. X 4 in.

SKU: SDI1492FL

Size: Light: 6-1/4 in. X 3 in. Solar panel: 5-1/2 in. X 4 in.

\$146.95

Qty : [Add to Cart](#)

3 In Stock

RELATED PRODUCTS



[Ground Set Estate Flagpole \(External Halyard System w/Stationary Truck\)](#)

[Size Options »](#)



[Ground Set Flagpole Set in Gift Box](#)

[Size Options »](#)



[LED Solar Wall Mounted Sensor Light](#)

\$81.12
In Stock



[LED Solar Stake Light](#)

\$64.63
In Stock

the project:

- 7 Peaks Paving, LLC = \$14,490
- High Desert Aggregate and Paving, Inc. = \$15,790
- Tri County Paving = \$15,900
- Knife River = \$19,700

7 Peaks Paving, LLC was the low responsive bidder.

The project has been budgeted for FY 15-16 in the amount of \$15,000 which allows \$510 in contingency to deal with any unforeseen issues during construction.

Staff recommends approval of the Construction Services Contract between the City of Madras and 7 Peaks Paving, LLC in the amount of \$14,490.

SUMMARY:

A. Fiscal Impact:

- Project Costs
 - Seven Peaks contract for paving ----- \$14,490.00
 - Contingency ----- \$ 510.00
- **TOTAL PROJECT COSTS.....\$15,000.00**

B. Funding Source:

- Wastewater Operation Fund—Capital Outlay
- Sewer Effluent Land Application – 503-030-540-2810 \$15,000.00.
- This will not require a budget resolution for FY 15-16. The cost for the current fiscal year will be within the appropriated amount of \$15,000.00

C. Recognition of Collateral Material and Technical Report:

- Construction Services Contract between the City of Madras and 7 Peaks Paving, LLC.
- 7 Peaks Paving, LLC Quote.
- Tri County Paving, LLC Quote.
- High Desert Aggregate and Paving, Inc Quote.
- Knife River
- Project Map

RECOMMENDATION:

Formal Action/Motion that Council approves the construction services contract between the City of Madras and 7 Peaks Paving, LLC for the Desert Peaks Golf Course Cart Path Paving Project Phase 2 in the amount of \$14,490 and approve the project not to exceed \$15,000

7 PEAKS PAVING, LLC
 PO BOX 2085
 BEND, OREGON 97709



Phone (541) 550-5989
 Fax (541) 550-5987
 CCB# 193290

Estimator: Todd Allen Cell No.: (541) 280-9332 Email: todda@7peakspaving.com

TO: JEFF HURD Date: 2/18/2016
 CITY OF MADRAS Fax: (541) 475-1038
 71 SE D ST Phone: (541) 475-2344
 MADRAS, OR 97741

PROJECT: CITY OF MADRAS GOLF COURSE PATH 2016

7 Peaks Paving, LLC is pleased to submit the following proposal on the above referenced project. The following shall serve as a breakdown:

Item No.	Description	Quantity	U/M	Unit Price	Total Price
1	PAVE PATH WITH 2" ASPHALT	9,000.00	SF	\$1.05	\$9,450.00
2	PREP PATH WITH 4" BASE	9,000.00	SF	\$0.56	\$5,040.00

Total Proposal Price:	\$14,490.00
------------------------------	--------------------

Special Conditions:

- 1 Base rock will be prepared to meet or exceed industry standards for finish grade tolerance and compaction. 7 Peaks Paving will have adequate time to inspect and accept the agg base prep prior to mobilizing our paving crew.
- 2 Proposal assumes that mutually agreeable contract terms and construction schedule will be negotiated with the prime contractor.
- 3 Proposal excludes all engineering, permits, permit acquisition, fees, right-of-way acquisition, erosion control, survey, staking, QC/QA, testing, over excavation, header boards, saw cutting, soil sterilization, weed killer and unsuitable material.
- 4 Proposal excludes all slurry seal, fog seal, aggregate base prime coat, utility lowering or raising, concrete aggregate base placement and traffic control.
- 5 Proposal excludes signage and permanent and temporary striping.
- 6 One mobilization is included. Any additional move-ins will be billed as an extra \$800.00.
- 7 Proposal is valid for ten (10) calendar days. 7 Peaks Paving, LLC reserves the right to change this proposal if not accepted.
- 8 No addenda has been acknowledged.
- 9 Proposal is based on Non-Prevailing wage rates.
- 10 Payment for work performed shall be based on the final quantities as measured in the field or plan quantities as indicated on the bid schedule

CITY OF MADRAS GOLF COURSE PATH 2016 Proposal (cont'd)

- 11 Payments to be made upon completion of work.
- 12 7 Peaks Paving, LLC will charge 1 ½% interest per month on balances not paid within 30 days of project completion.
- 13 7 Peaks Paving LLC shall not be responsible for any drainage issues that may arise from overlaying existing pavements or other preexisting conditions not corrected or mitigated by the owner or contractor.
- 14 7 Peaks Paving does not warranty and is not responsible for any edge cracking, thermal cracking or tree root damage that may occur as a result of insufficient mitigation measures.
- 15 7 Peaks Paving, LLC cannot guarantee the drainage of the asphalt surface if the drainage is designed to less than 1.5% cross slope.
- 16 This bid does not include any special or unusual insurance requirements (i.e. Waiver of Subrogation, etc.)
- 17 7 Peaks Paving, LLC accepts credit cards as payment, an additional charge of 2% will be added to this price if payment is made with a credit card.
- 18 Asphalt, Level 2, 1/2" Dense Grade HMAC/PG 64-28

If you have any questions regarding this proposal, please call (541) 280-9332. Thank you for your consideration

Sincerely,



Todd Allen
7 Peaks Paving, LLC

ACCEPTANCE

Customer accepts this Proposal by returning this Proposal signed below to 7 Peaks Paving, LLC, or by accepting any part of 7 Peaks Paving, LLC's performance under this Proposal. This document and performance becomes the agreement acceptance and Contract. Upon acceptance, Customer agrees to be bound by the Terms and Conditions stated above. If acceptance fails to occur within thirty (30) days of the date above, this Contract shall be void unless accepted by 7 Peaks Paving, LLC .

ACCEPTANCE DATE _____

CUSTOMER:

By: _____

Title: _____



TRI COUNTY PAVING PROPOSAL & CONTRACT

BID INFORMATION

PROJECT NAME: <u>Path Installation</u>	DATE: <u>3/1/2016</u>
SITE ADDRESS: <u>9900 NW Birch Lane in Madras</u>	DATE OF PLANS: _____

CUSTOMER INFORMATION

OWNER: <u>City of Madras</u>
CONTACT: <u>John Burchell</u>
MAILING ADDRESS: _____
PHONE #: <u>541-410-7125</u>
FAX #: _____
E-MAIL: jburchell@ci.madras.or.us

TRI COUNTY PAVING INFORMATION

CONTACT: <u>Jeff Curl</u>
ADDRESS: <u>PO Box 1621 Redmond, OR 97756</u>
PHONE: <u>541-526-5800</u> <u>541-408-4926</u>
FAX: <u>541-647-6515</u>
E-MAIL: jeff@tricitypaving.net
WEB SITE: www.tricitypaving.net
CCB#: <u>189644</u>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$\$	TOTAL \$\$
1	4' compacted base material installation (1000' x 10')	10,000	sf	\$0.60	\$6,000.00
2	2' compacted asphalt installation (1000' x 9')	9,000	sf	\$1.10	\$9,900.00
<i>Grand Total</i>					\$15,900.00

INCLUSIONS/EXCLUSIONS/NOTES

- *inclusions: one mobilization, CSS-1 tack application, compacting of subgrade only prior to base material installation
- *exclusions: saw cuts, compaction testing, sterilants
- *pricing based upon full truck access
- *if scope is altered by owner more than 10%, TCP may review pricing and adjust accordingly
- *materials: base material (3/4'-0 state spec), asphalt (level 2, 1/2 inch dense mix w/ PG 64-28 binder)
- *based on non-PWR
- *proposal valid thru 2016

TERMS & CONDITIONS

This proposal made by Tri County Paving, LLC herein called the seller to City of Madras herein called the purchaser. Seller agrees to furnish all labor and materials complete in accordance with these specifications. All material is guaranteed to be as specified, and all work is to be completed in a workmanlike manner according to standard practices. A limited one year warranty on all materials and workmanship applies. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our employees are fully covered by workers compensation insurance. Purchaser agrees to pay Tri County Paving, LLC for the materials, labor & equipment used to be performed under this contract, plus any charges for additional materials, labor & equipment covered under a written change order by the 10th of the month following the date of invoice. A late charge of 1.5% per month (18% per annum) may be charged on all past due accounts. Notice is hereby given that a lien may be filed for material, labor & equipment furnished by this company. Any and all costs associated with the collection of monies due this company under this contract and/or change order will be the responsibility of the purchasing party as allowed by state law.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and terms are satisfactory and are hereby accepted.

TRI COUNTY PAVING, LLC

PURCHASER
Jeff Curl
SELLER



CCB #2101

QUOTATION

Project Name: Golf Cart Path Pave Project
 Location: 565 N.W. Adler St.
 Madras, OR 97741
 Bid #: 2016560C
 From: Chani Haynes
 Quotation Date: 3/1/16
 Bid Date / Time: 3/1/16 4:00PM

Owner: City of Madras
 Address: 565 N.W. Adler St.
 Madras, OR 97741

Customer: City of Madras
 Contact/Cell: Jon Burchell 541-410-7125
 Phone / Fax: xx xx
 E-mail: jburchell@ci.madras.or.us

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
10	Install 4" of 3/4"-0 Commercial Aggregate 10' X 1,000' golf cart path.	10,000	SF	\$ 0.80	\$ 8,000.00
20	Install 2" of Level 2, 1/2" Dense HMA to 9' X 1,000' golf cart path.	9,000	SF	\$ 1.30	\$ 11,700.00
TOTAL:					\$ 19,700.00

TERMS: Net due and payable upon completion unless noted otherwise.

CONDITIONS OF QUOTATION:

- * This is a unit price quotation. Final billing will be based on total tonnage installed.
 - * Quote valid for 30 days.
 - * Includes one mobilization. Additional mobilizations \$850.00
 - * Excludes traffic control.
 - * Excludes saw cut.
 - * Excludes all joint sealing other than tack coat.
 - * Excludes Engineering/Testing/Surveying/Permits and Marking of Paving Boundaries.
 - * Addendums reviewed: None
 - * Add 1% for performance and payment bond, if required.
 - * Knife River cannot guaranty drainage on finish grades of less than 1%.
 - * **Subgrade after asphalt removal is subject to approval by Knife River. If subgrade is needed T & M rates to apply.**
 - * Completion dependent upon weather and ground conditions.
 - * Subject to additional terms and conditions attached.
 - * Quote contingent upon a mutually agreeable subcontract using this proposal or with this proposal included as an attachment.
- If Owner or Prime Contractor insists upon completion of work against advice of Knife River because of weather conditions or sub-surface conditions, the Owner or Prime Contractor shall assume all risk of defects due to weather or sub-surface conditions.

Knife River

By: Chani Haynes _____

Date 3/1/2016 _____

The acceptance of this project is subject to the approval of Knife River Credit Department.

Approved _____

Date _____

Job# _____

Subject to additional terms and conditions attached

I (we) hereby accept this proposal and the additional terms and conditions, and authorize Knife River to proceed as specified.

By _____

Owner / Prime Contractor

Date _____

Printed Name _____

By _____

Co-Owner / Mortgagee

Date _____

Printed Name _____

Desert Peaks Golf Cart Paving Project



#7 Green

Paved 9' HMAC 2" depth on 10' aggregate base 4" depth. Proposed depth. Proposed 1000 LF cart path.

#8 Tee

#8 Green

#9 Tee

CONSTRUCTION SERVICES CONTRACT

This Construction Services Contract ("Contract"), is made and entered into this 8th day of March, 2016, by and between the **CITY OF MADRAS**, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and **7-PEAKS PAVING LLC**, an Oregon Incorporation, hereinafter referred to as "Contractor".

PROJECT NAME: Desert Peaks Golf Course Cart Path Paving Project Phase 2

WITNESSETH:

It is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1) **EFFECTIVE DATE**

This Contract is effective March 8, 2016.

2) **DURATION**

This Contract shall continue to be in effect until May 2, 2016 unless otherwise amended in writing by both parties.

3) **CONTRACTOR'S SERVICES**

Contractor shall furnish all labor, tools, equipment, materials and services necessary to provide the following services (the "Work"), as more particularly described in the attached "Scope of Work".

Contractor will perform no Work until a written "Notice to Proceed" has been received from City, and Contractor will perform no Work other than that indicated in the Owner's Notice to Proceed.

4) **CONSIDERATION**

City will pay Contractor, according to the pay schedule provided in the Scope of Work, a total of \$14,490.00, unless a mutually agreed upon change order is executed by City and Contractor. Contractor will invoice City for all Work performed. Said sums will be payable not later than thirty (30) days following City's receipt of an itemized invoice from Contractor, together with supporting evidence, for actual Work performed and materials purchased.

5) **PROGRESS PAYMENTS**

City shall make progress payments under the Contract monthly as Work progresses. Payment shall be based upon estimates of Work completed that are approved by City. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. In instances when an invoice is filled out incorrectly or when there is any defect or impropriety in any submitted invoice when there is a good faith dispute, City shall so notify Contractor within ten (10) days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute.

When the Scope of Work indicates prevailing wage is required, certified payroll reports will be provided to the City Public Works Department prior to or in conjunction with Contractor's current invoice.

The City reserves the right to withhold retainage from any progress payment in an amount not to exceed five percent of the payment. As Work progresses, the City may in its sole discretion reduce the amount of the retainage and the City may in its sole discretion eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the City's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, which application shall include written approval of Contractor's surety; except that when the Contract Work is 97 1/2 percent completed, the City may, at its discretion, and without application by Contractor, reduce the retained amount to one hundred (100) percent of the value of the Contract Work remaining to be done. Upon receipt of a written application by Contractor, the City shall respond, in writing, within a reasonable time.

The retainage held by the City shall be included in and paid to Contractor as part of the final payment of the Contract price. Contractor shall notify the City, in writing, when Contractor considers the Work complete and the City shall, within 15 days after receiving the written notice, either accept the Work or notify Contractor of Work yet to be performed on the Contract.

6) **TERMINATION FOR PUBLIC CONVENIENCE**

City and Contractor agree that segments of the Work will be released as City secures funding for each segment of the Work.

If City is unable to secure the full obligation of funding, City reserves the right to delete the portions of the Work from the Contract and to not issue a Notice to Proceed for all Work segments, and will release Contractor from the responsibility to perform those segments of the Work.

The Contract completion date will be adjusted by City as necessary to account for delays in securing all necessary funds for the Work.

City may terminate this Contract in whole or in part whenever City determines that termination of the Contract is in the best interest of the public, including but not limited to non-availability of funding for some or all segments of the Work. City will provide Contractor with seven (7) days' prior written notice of a termination for public convenience. After such notice, Contractor will provide City with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payments. Compensation for the Work terminated by City under this provision will be paid pursuant to the attached Scope of Work. In no circumstance will Contractor be entitled to lost profits for Work not performed due to termination.

7) CONTRACT DOCUMENTS

The "Contract Documents" shall include, as applicable: the Invitation to Bid; the fully-executed Bid Proposal made by Contractor on the 1st day of March, 2016; any performance or payment bond indicated in the Scope of Work; this Contract, and the plans and specifications, including any addenda. The full text of all said documents shall by this reference be made a part of the Contract Documents as fully and completely as if the same were fully set forth herein.

8) LIQUIDATED DAMAGES

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City \$0.00 per day as agreed liquidated damages for the delay; not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the Work is actually substantially completed by Contractor.

9) INDEPENDENT CONTRACTOR(S)

Contractor is engaged as an independent contractor, and will be so deemed for purposes of the following:

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. Contractor is not entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to Contractor are vacation, holiday, sick leave, other leaves with pay, tenure, medical and dental coverage, life

and disability insurance, overtime, comp time, Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.

- C. Contractor is an independent contractor for the purposes of Oregon Workers Compensation law (ORS Chapter 656). Contractor and any subcontractors shall carry Worker's Compensation coverage for their respective workers performing work under this Contract as required by law. Prior to the commencement of Work under this Contract, from Contractor and all subcontractors will provide proof of Workers' Compensation coverage or certify to City that Contractor or a subcontractor is an exempt employer.

10) PUBLIC CONTRACTING

Contractor shall comply with the public contracting provisions set forth on Exhibit A, incorporated herein by this reference, as well as with all state and local laws applicable to this Contract including ORS Chapters 279A, 279B, and 279C, the administrative rules related thereto, and City of Madras Ordinance No. 808, and Exhibits "B" and "C" of Resolution No. 12-2006.

11) INDEMNIFICATION AND HOLD HARMLESS

Contractor shall be responsible for any and all damage or injury to persons or property caused directly or indirectly by reason of Contractor's activities in the performance of the Work under this Contract, or the activities of Contractor's employees or subcontractors. Contractor further agrees to indemnify, save harmless and defend City, its officers, agents, and employees from and against all claims, suits, actions, damages, costs, losses, and expenses in any manner resulting from, arising out of, or connected with any such damage or injury.

12) DISPUTE RESOLUTION

The parties agree that in the event there is any dispute between the parties arising out of this Contract, prior to filing suit or entering into arbitration, the parties shall make a good faith effort to mediate the dispute, with a mediator agreed upon by the parties, or if the parties cannot agree, by a mediator assigned through the Circuit Court for Jefferson County.

13) CONTRACTOR NOT AN AGENT OF OWNER

It is agreed by and between the parties that Contractor is not carrying out a function on behalf of City and City does not have the right of direction, or control of the manner in which Contractor delivers services under this Contract, or to exercise any control over the activities of Contractor, other than to specify the desired results.

Contractor does hereby acknowledge however that inspection of the Work will, from time to time, be made by City.

14) **PARTNERSHIP**

City is not by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or other liabilities of any nature.

15) **INSURANCE**

In conjunction with all services performed under this Contract:

- A. Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to City. This insurance shall include personal injury liability, and products and completed operations. Combined single limit per occurrence shall not be less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000.
- B. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- C. The minimum insurance limits above may be met by use of an excess or umbrella policy.
- D. Insurance carried by Contractor under this Contract shall be the primary coverage, and the City's insurance is excess and solely for damages or losses for which the City is responsible. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to City prior to its issuance of a Notice to Proceed. The City of Madras, its officers, agents, and employees shall be named as an additional insured on such certificate(s). The certificate(s) of insurance shall be accompanied by a copy of the additional insured endorsement. There shall be no cancellation, material change, potential exhaustion of aggregate limits or failure to renew insurance coverages without thirty (30) days written notice from the contractor to the City.
- E. Contractor shall immediately notify City upon notification to Contractor that any insurance coverage required by this Contract will be canceled, not renewed, or modified in any way.
- F. Additional Insured The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect

to Contractor's Activities to be performed under the resulting contract. Coverage will be primary on non-contributory with any other insurance and self-insurance.

16) NON-DISCRIMINATION

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

17) MODIFICATION OR AMENDMENT

This Contract shall not be modified or amended except by subsequent written amendment of the parties, or through an appropriate change order.

18) NOTICE.

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

City of Madras

Contractor

Name: Jon Burchell
Address: 125 SW "E" Street
Madras, Oregon 97741
Phone #: 541-475-2622
Fax #: 541-475-1038
Contact: Jon Burchell

Name: 7-Peaks Paving, LLC
Address: P.O. Box 2085
Bend, Oregon 97709
Phone #: 541-550-5589
Fax #: 541-550-5987
Contact: Todd Allen

19) ARBITRATION

Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration before a single arbitrator in Madras, Oregon, in accordance with the then-current arbitration

rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – 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.

20) ATTORNEY FEES

In the event of litigation or arbitration is instituted to enforce or determine the parties rights or duties arising out of the terms of this Contract, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

21) APPLICABLE LAW

This Contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

22) WAIVER

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

23) SEVERABILITY

Contractor agrees that each provision contained in this Contract will be treated as a separate and independent provision and that the unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

24) ENTIRE AGREEMENT

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

25) SIGNATURES

This Contract may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page, at the request of a party; the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

CITY OF MADRAS

Royce Embanks, Mayor

Date

ATTEST

Karen J. Coleman, City Recorder

CONTRACTOR

Typed Name: Todd Allen

Title: Owner

Date

EXHIBIT A

PUBLIC CONTRACTING PROVISIONS

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

contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]

- (10) If Contractor or Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (b) For all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and
 - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)]
- (12) Employer must give notice in writing to employees either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (2)]
- (13) An Employer shall give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (5)(b)]
- (14) Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any Contract for the purpose of providing or paying for the services. [ORS 279C.530 (1)]
- (15) Contractor and any subcontractors working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]

- (16) The existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the Contract either by the Contractor or Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Contract. [ORS 279C.830 (1)(a)]
- (17) Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]
- (18) The Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).
 - (a) Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9).
 - (b) Every Contractor must require the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

Scope of Work

PROJECT: CITY OF MADRAS GOLF COURSE PATH 2016

7 Peaks Paving, LLC is pleased to submit the following proposal on the above referenced project. The following shall serve as a breakdown:

Item No.	Description	Quantity	U/M	Unit Price	Total Price
1	PAVE PATH WITH 2" ASPHALT	9,000.00	SF	\$1.05	\$9,450.00
2	PREP PATH WITH 4" BASE	9,000.00	SF	\$0.56	\$5,040.00

Total Proposal Price: \$14,490.00
--

CITY OF MADRAS

Request for Council Action

Date Submitted: March 2, 2016
Agenda Date Requested: March 8, 2016
To: Mayor and City Council Members
Through: Gus Burrell, City Administrator
From: Sara Puddy, HR and Administrative Coordinator
Subject: Special Procurement under ORS 279B.085 for 2017 Solar Eclipse Event Planner Contract

TYPE OF ACTION REQUESTED:

- | | |
|--|---|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input checked="" type="checkbox"/> Contract Review Board |
| <input type="checkbox"/> None - Report Only | |

DISCUSSION AND STAFF ANALYSIS:

Special Procurement under ORS 279B.085

Under ORS 279B.085, the City Council can approve a contract-specific special procurement if Council, serving as the contract review board, finds that the special procurement is A) unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and B) is reasonably expected to result in substantial cost savings to the City or to the public; or otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (competitive sealed bidding), 279B.060 (competitive sealed proposals), 279B.065 (small procurements) or 279B.070 (intermediate procurements) or under any rules adopted thereunder.

Staff's Request and Justification for Special Procurement under ORS 279B.085

October 15 2015: Informal solicitation #1 – Two-week RFP solicitation (see attached RFP); advertised locally and solicited the following firms:

- Annette Henry/Tara Corbin, Cycle Oregon
- Lay It Out Events, Bend, Oregon
- West Coast Event Productions (WCEP), Bend, Oregon
- BAM PDX, Portland, Oregon

October 29, 2015: No proposals were received from first solicitation. As a result, staff followed up directly with BAM PDX, WCEP, and Lay it Out Events to see if they were interested in submitting proposals if the RFP were revised and re-solicited.

None of the solicited firms were interested, or were able to offer other potential interested companies in Central Oregon or elsewhere in the state to contact.

Nov. - Dec. 15: Staff sought input from the Solar Eclipse Action Committee on how to manage logistics and event coordination efforts for the event in light of the solicitation challenges. The action committee asked staff to revise the RFP and re-advertise once more – but this time, to provide an RFP with a more open-ended narrative format that allowed proposers an opportunity to structure how they would organize the coordination efforts, fee structures, etc.

January 12, 2016: Informal solicitation #2 – Two-week RFP (see attached RFP); advertised locally and solicited to Jefferson County Tourism Group.

February 3, 2016: One proposal was received by Jefferson County Tourism Group (see attached proposal).

Proposal Components

The Solar Eclipse Action Committee and Jefferson County Tourism Group (“JCTG”) met on February 8, 2016 to discuss the proposal. The action committee was generally agreeable to the proposal, and recommended staff move forward with negotiating a contract with Jefferson County Tourism Group for event planning and management services for the 2017 solar eclipse event. The financial components of the proposal include the following:

- \$88,000 Event planning and management services as outlined in the RFP
- 30% Profit sales of parking that are management/coordinated by JCTG
- 40% Profit sales of camping that are management/coordinated by JCTG

Based on this proposed model, and without knowing exactly how many people may be coming to Madras for the solar eclipse event, it is unknown whether or not JCTG will earn enough revenue from this contract to exceed \$150,000. Public procurement law states that contracts exceeding \$150,000 follow a more formal solicitation process which includes a state-wide solicitation of firms. At the time staff solicited for these specific contract services, it was unknown that the proposal would result in a financial model that may result in revenue generations near or exceeding \$150,000. However, staff believes that due to the level of communication and efforts that have been made to-date, that there is very little risk that the solicitation efforts conducted to-date have otherwise potentially excluded someone or caused favoritism to the proposing firm.

For these reasons, staff recommends Council approve the contract-specific special procurement under ORS 279B.085 for the 2017 Solar Eclipse Event Planner and Management Services Contract.

Next Steps

If Council is agreeable to the special procurement, staff will publish notice of the approval of the special procurement. Notice must be published at least once in the local newspaper where the contract is to be performed. The public notice will describe the services to be acquired through the special procurement. There will be a seven day protest/appeal to the special procurement from the publication date.

So long as there are no objects to the special procurement, staff will plan to prepare a contract with Jefferson County Tourism Group and present it to Council for approval at an upcoming City Council Meeting.

SUMMARY:

- A. **Fiscal Impact:**
 - Event Planner & Mngt Services (per RFP dated 1/12/16) \$88,000.00
 - FY 2016-17 \$35,500.00 (estimated)
 - FY 2016-17 \$34,000.00 (estimated)
 - FY 2017-18 \$18,500.00 (estimated)

- B. **Funding Source:**
 - Tourism and Economic Development Fund \$88,000.00

- C. **Recognition of Collateral Material and Technical Report:**
 - See attached solicitation documents and proposal received

RECOMMENDATION:

Formal action / motion that Council finds Option 1:

- a) Unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
- b) Substantially promotes the public interest in a manner that could not practicably be

realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, or 279B.070, or under any rule adopted thereunder; and hereby directs staff to prepare contract as long as no objection (protect/appeal) is communicated.

Formal action/ motion that Council finds Option 2:

Direct staff to re-solicit following formal procurement process for these services.

Option: Legal guidance under
ORS 279B.085

Sara Puddy

From: Alan Dale <Dale@bjlawyers.com>
Sent: Monday, February 22, 2016 2:27 PM
To: Gus Burrell; Sara Puddy
Cc: Jeremy Green
Subject: RE: RFP for Event Planning and Coordination Services

Greetings Gus and Sara,

Below, please find the procedural steps under ORS 279B.085 for awarding a contract-specific special procurement. Please note the specific findings that Council must make are described in paragraph (2) below.

1. Under ORS 279B.085, to seek approval of a contract-specific special procurement, the City must submit a written request to the local contract review board (i.e. council) that describes: (a) the contracting procedure; (b) the goods or services that are subject to the special procurement; and (c) the circumstances that justify the use of a special procurement.

2. Council may approve a special procurement if Council finds that the written request demonstrates that the use of a special procurement:

(a) Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

(b)(A) Is reasonably expected to result in substantial cost savings to the City or to the public; or

(B) Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 [competitive sealed bidding], 279B.060 [competitive sealed proposals], 279B.065 [small procurements] or 279B.070 [intermediate procurements] or under any rules adopted thereunder.

3. Finally, the City must publish notice of the approval of the special procurement. Notice must be published at least once in a newspaper of general circulation in the area where the contract is to be performed. Council, by rule or order, may authorize public notice to be published electronically if the council determines that electronically providing public notice is likely to be cost-effective. The public notice will describe the goods or services or class of goods or services to be acquired through the special procurement. The City will give affected persons at least seven days from the date of the notice of approval of the special procurement to protest the special procurement.

Please feel free to contact me if you have any questions regarding these steps or this email.

Thank you,

Alan

From: Gus Burrell [<mailto:gburrril@ci.madras.or.us>]
Sent: Monday, February 22, 2016 8:45 AM
To: Alan Dale <Dale@bjlawyers.com>; Sara Puddy <spuddy@ci.madras.or.us>
Cc: Jeremy Green <green@bjlawyers.com>
Subject: RE: RFP for Event Planning and Coordination Services



RFP FOR EVENT PLANNING AND MANAGEMENT SERVICES

The City of Madras ("City") is requesting proposals ("RFP") for event planning and management services. The proposer will contract with the City of Madras to plan, manage, and execute the August 21, 2017 solar eclipse event taking place in Madras, Oregon. Applicant will manage the execution of all aspects of this event to include concept development planning, day-of coordination, overall event management logistics, budget management, programming, implementation, and analysis. For more detailed information see the Scope of Work section below.

This responsibility includes working closely with the Solar Eclipse Action Committee to ensure that the event meets the goals and objectives of the involved agencies.

All proposals must be submitted to:

City of Madras
Attn: Sara Puddy, HR and Administrative Coordinator
125 SW "E" Street
Madras, OR 97741
spuddy@ci.madras.or.us

EVENT DESCRIPTION

The 2017 Solar Eclipse Event will take place on Monday, August 21, 2017 in Madras, Oregon at approximately 10:19 a.m. While the eclipse itself will only last a couple of minutes, we are anticipating that visitors will be in the area from Friday, August 18 through Tuesday, August 22, 2017 (it's during this full duration that we are planning accordingly for.) The City of Madras is anticipating an influx of visitors somewhere between 20,000 and 50,000 people for the event.

SUBMITTALS

All submittals must be received no later than **October 29, 2015 by 5 p.m.** All envelopes for proposals must be clearly marked "RFP for Event Planning and Management Services." Proposals received later than the time and date specified will not be considered. Upon RFP closing, the City will evaluate each proposal based on submitted information. On completion of the RFP evaluation, the City may contact and/or pursue a contract with a selected consultant firm.

GENERAL INFORMATION

All proposals must be properly signed by an authorized representative of the proposer with the legal capacity to bind the proposer to the contractual agreement.

The City intends to review the proposals within five business days. Upon selection, the City will enter into negotiations with the consultant to determine service rates. Once the rates have been agreed upon by both parties, then a contract will be recommended to the Solar Eclipse Action Committee on November 9, 2015 for consideration. If the action committee decides to move forward with outsourcing these services, then formal action will need to be taken by both the City and County for contract funding approval. If approved by the local jurisdictions, a notice of award will likely occur by January 2016. The City reserves the right to incorporate standard contract provisions into any agreement as a result of the proposal submitted in response to the RFP. If an agreement is not signed by all parties within thirty (30) days of issuance of Notice of Award, the City may elect to cancel the Notice of Award.

SCOPE OF SERVICES

The City is looking to identify a consultant for the following services as they relate to the solar eclipse event:

- Develop, manage, and execute master event logistical plan and timeline; assign/delegate tasks to volunteer teams; evaluate, analyze, and report results for the event to the event action committee;
- Create, manage, and reconcile event budget, accommodation ticket sales, expenses, and timelines. Adhere to project timelines and budget guidelines established by event action committee;
- Create and manage event website to facilitate event informational materials and online parking accommodations;
- Responsible for leading/managing various event planning teams during the planning and implementation process for all aspects of the event; including attending regular event action committee meetings and meeting follow up;
- Deliver project deliverables on-time, on-budget and to client expectations;
- Direct and manage volunteer committees, both pre-event and on-site;
- Manage relationships with event vendors;
- Direct and manage on-site event setup and cleanup; and
- Manage and execute event debrief to event action committee.

PROPOSER INFORMATION

A complete proposal will include the following information:

- Name and Overview (including number of employees)
- Description of services offered and how you plan to meet the needs of this RFP
- Resume/Customer and Event References (including list of similar events in scope and reference contact information)

NEGOTIATING CONTRACT RATES

No cost or fee schedules shall be submitted as part of this RFP. Oregon public contracting law guidelines require cost and fee information to be presented during contract negotiations after the selection of the most qualified consultant with which to negotiate.

INSURANCE REQUIREMENTS

The selected firm will be required to carry certain insurance limits during the term of this Contract, and for a period of two years after the completion of the services. The consultant will obtain and maintain, at the consultant's expense, in addition to any other insurance the consultant is required to obtain under this Contract, the following minimum levels of insurance:

- Employer Liability Insurance with limits of not less than \$500,000 per occurrence and \$500,000 in the aggregate;
- Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000.
- Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage; and
- Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage.

CITY OF MADRAS RIGHTS

The City may seek clarifications from any proposer and to request any information the City deems reasonably necessary to evaluate any proposal. The City does not guarantee it will accept the lowest cost or any other proposal and specifically reserves the right to reject any and all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any firm's proposal, to negotiate the requested services and contract terms with any proposer, or to proceed to do the work otherwise. By responding to this RFP the proposer agrees to be responsible for fully understanding the requirements of the RFP and will ask any questions to make sure that understanding is gained. Acceptance of any RFP should not be construed as a contract nor shall indicate any commitment on the part of the City of Madras for any future action.

It is understood that all submittals will become part of the public file on this matter, without obligation to the City. The proposing firms are responsible for all costs related to the submittal of their proposals, preparation of documents or submittals needed for negotiations, and the costs incurred in travelling to, and participating in, any meetings associated with selecting the consultant and negotiating an agreement. The City is not responsible for any proposer expenses associated with this RFP.



RFP FOR EVENT PLANNING AND COORDINATION SERVICES

The City of Madras ("City") is requesting proposals ("RFP") for event planning and coordination services. The proposer will contract with the City of Madras to plan, coordinate, and execute the August 21, 2017 solar eclipse event logistics taking place in Madras, Oregon.

EVENT DESCRIPTION

The 2017 Solar Eclipse Event will take place on Monday, August 21, 2017 in Madras, Oregon at approximately 10:19 a.m. While the eclipse itself will only last a couple of minutes, we are anticipating that visitors will be in the area from Friday, August 18 through Tuesday, August 22, 2017 (it's during this full duration that we are planning accordingly for.) The City of Madras is anticipating an influx of visitors days ahead of the event that will have overnight stay and then a second round of influx on the day of the event itself.

SUBMITTALS and SCOPE OF SERVICES

Proposer will prepare a written narrative proposal clarifying how he, she, firm, or team will provide event planner services for the following general event assumptions:

Estimated number in attendance of event:

- Overnight Stay (dry camping, motels, RV camping) – 20,000 visitors
- Day of Event – Travelers coming into the community – 20,000 visitors

Locations to manage for ticket sales & coordination with property owners:

- City of Madras Municipal Airport
- Jefferson County Fairgrounds
- Jefferson County Juniper Hills Park
- Jefferson County School District 509J Properties
- Local Non-profits (i.e. local churches and others that may wish to participate)

Event Coordinator Scope of Services to consider for this proposal:

- *Website:*
 - Setup an informational and ticketing sales website
 - Actively update and manage website for event details

- *Manage Ticket Sales:*
 - Implement a ticket sales program respective to each property owner and land use (i.e. parking, parking & camping, etc.)
 - Ticket sales are to provide best practice language to ticket purchaser on indemnifying property owners for people parking and possibly camping on premises
 - Agree to fee structure with each respective property owner prior to event ticket sales

- *Safety, Medical and Security Coordination*
- *Transportation service needs and coordination (transit, pedestrian, vehicle, etc.)*
- *Services support (lodging, food, sanitary, garbage, entertainment, etc.)*
- *Marketing*
 - Advertising
 - Social Media
 - Media – Local and National
 - National/Regional Sponsorship
 - Direct to Consumer

- *Budget Development and Fiscal Management*
 - Ticket Sales – parking/camping
 - Sponsorship
 - Grants
 - Transient Occupancy Tax (City/County)
 - Vendor

- *Communications/Public Information Officer*
 - This responsibility includes working closely with the Solar Eclipse Action Committee to ensure that the event meets the goals and objectives of the involved agencies.
 - Coordination with Emergency Services, vendors, volunteers, media, and service providers

- *If awarded this contract, how do you plan to use this event/opportunity for the local economy to benefit? What impact will your event coordination have on Jefferson County?*

- *What workforce do you plan to utilize the day of the event to ensure enough help to adequately staff this event?*

- *What other considerations should the selection committee be considering when reviewing proposals for these services?*

All proposals must be submitted to:

City of Madras
 Attn: Sara Puddy, HR and Administrative Coordinator
 125 SW "E" Street
 Madras, OR 97741
spuddy@ci.madras.or.us

Submittal Deadline:

All submittals must be received no later than **Wednesday, February 3, 2016 at noon.** All envelopes for proposals must be clearly marked "RFP for Event Planning and Coordination Services." Proposals received later than the time and date specified will not be considered. Upon RFP closing, the City will evaluate each proposal based on submitted information. On completion of the RFP evaluation, the City may contact and/or pursue a contract with a selected proposer.

GENERAL INFORMATION

All proposals must be properly signed by an authorized representative of the proposer with the legal capacity to bind the proposer to the contractual agreement.

The City intends to review the proposals within five business days. Upon selection, the City will make a recommendation to the Solar Eclipse Action Committee on Monday, February 8, 2016 for consideration. If the action committee decides to move forward with outsourcing these services, then formal action will need to be taken by the City for contract funding approval. If approved by the Madras City Council, a notice of award will likely occur by February 23, 2016. The City reserves the right to incorporate standard contract provisions into any agreement as a result of the proposal submitted in response to the RFP. If an agreement is not signed by all parties within thirty (30) days of issuance of Notice of Award, the City may elect to cancel the Notice of Award.

COST PROPOSAL

Provide a cost proposal in light of the proposed services needed and how the proposer will approach the coordinating the event. *Note: Please be as specific as possible to prevent ambiguity while reviewing proposals.*

INSURANCE REQUIREMENTS

The selected firm will be required to carry certain insurance limits during the term of this Contract, and for a period of two years after the completion of the services. The consultant will obtain and maintain, at the consultant's expense, in addition to any other insurance the consultant is required to obtain under this Contract, the following minimum levels of insurance:

- Employer Liability Insurance with limits of not less than \$500,000 per occurrence and \$500,000 in the aggregate;
- Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000.
- Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage; and

- Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage.

CITY OF MADRAS RIGHTS

The City may seek clarifications from any proposer and to request any information the City deems reasonably necessary to evaluate any proposal. The City does not guarantee it will accept the lowest cost or any other proposal and specifically reserves the right to reject any and all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any proposer's proposal, to negotiate the requested services and contract terms with any proposer, or to proceed to do the work otherwise. By responding to this RFP the proposer agrees to be responsible for fully understanding the requirements of the RFP and will ask any questions to make sure that understanding is gained. Acceptance of any RFP should not be construed as a contract nor shall indicate any commitment on the part of the City of Madras for any future action.

It is understood that all submittals will become part of the public file on this matter, without obligation to the City. The proposing firms are responsible for all costs related to the submittal of their proposals, preparation of documents or submittals needed for negotiations, and the costs incurred in travelling to, and participating in, any meetings associated with selecting the consultant and negotiating an agreement. The City is not responsible for any proposer expenses associated with this RFP.

proposal received from
Solicitation #2



City Of Madras
Attn: Sara Puddy, HR & Admin Coordinator
125 SW E Street
Madras, Oregon 97741

RE: RFP for Event Planning & Coordination

Dear Mrs. Puddy,

Thank you for the opportunity to submit a response to the City of Madras for Event Planning & Coordination Services for the 2017 Solar Eclipse. Our company Jefferson County Tourism Group is extremely excited to work with City & County Officials, as well as the community of Madras to produce and execute a plan to make the 2017 Solar Eclipse a huge success.

Enclosed please find our completed Response to the RFP.

We feel that our team is uniquely qualified to undertake the planning and coordination of this event. As community minded citizens, we feel we are stakeholders in the ultimate success of this event. Again, we thank you for the opportunity to share our vision, expertise and dedication to the success of this event. If you have any questions, please do not hesitate to contact me directly at 541-475-8700.

Sincerely,

JR Brooks
President



**Proposal for Event Planning
and Coordination Services**

2017 Solar Eclipse
City of Madras

**Response to City of Madras RFP
Event Planning & Coordination
2017 Solar Eclipse**

1. Event Description

On Monday, August 21, 2017 the City of Madras, Oregon will experience a total solar eclipse. This is the first on the continental US soil since 1979 and the first to sweep across the entire country since 1918. The City of Madras falls on the center line path of totality as the eclipse races across the US from the beaches of Oregon to South Carolina. The City of Madras will experience a large influx of visitors to view this event, both prior to the event and day of.

2. RFP Summary

The City of Madras has requested a proposal for event planning and coordination services for the Solar Eclipse event for the City of Madras. In preparation of this response, the estimation of 40,000 visitors has been provided by the City of Madras. The city has identified the City Airport, County Fairgrounds, Juniper Hills Park, JCSD 509J properties and local Non-profits properties to be coordinated for.

3. Executive Summary

The response to this RFP is prepared by Jefferson County Tourism Group Incorporated and will be referred to in this response as **JCTG**. Jefferson County Tourism Group was created to identify and capture event opportunities and promote economic development in Jefferson County, Oregon through tourism. The company currently consists of three principles.

President - JR Brooks
Vice President -- Kelly Simmelink
Secretary - Sandy Forman

JCTG was formed in January, 2016 by JR Brooks, and Kelly Simmelink. Mr. Brooks and Mr. Simmelink own and operate a Madras based Embroidery/Screen printing company, Identity Zone, which they founded in 2005. Prior to Identity Zone, the duo had founded Collegiate USA, also a Embroidery/Screen printing Company in the Portland Oregon area, in 1992. In late January 2016 Sandy Forman joined the team. Sandy has served as the Jefferson County Fairgrounds Fair Coordinator for 13 years and resigned from the position in mid January 2016.

Executive Summary-Continued

As long time residents of Jefferson County, the team is comprised of compassionate members of the community who serve in leadership and volunteer rolls in many organizations. Having owned and operated a local business, the team understands the needs and desires of the local business community as well as that of the community members and organizations. The team is enhanced by the addition of Sandy Forman who brings 13 years of coordination, event planning experience and vendor relations.

JCTG has identified the need for an organization to discover, coordinate and execute events in Jefferson County. In doing this, the tourism dollars are recovered by the business community as well as providing funding sources for the many community organizations. JCTG believes creating and executing successful events will create return visitors to our area leading to future successful events.

4. Proposal Summary

JCTG will coordinate and be the lead entity for the 2017 solar eclipse. A detailed plan will be developed that includes marketing, ticketing services, camping, parking, crowd management and event planning. We propose that the event be named the Oregon Solarfest. Many astronomy themed websites' "Best Places to Watch the 2017 Solar Eclipse", list Madras as the #1 place in the US. Naming the event Oregon Solarfest implies that this is THE place to be in Oregon.

JCTG plans to utilize local groups and organizations as its source of workforce volunteers and will donate a percentage of the monies earned for their involvement and assistance.

JCTG is asking for \$87,800 to pay for marketing, websites and costs related to development, implementation and execution of a plan for the solar eclipse. In addition, we are asking for 40% of gross sales on camping and 30% of gross sales of parking that are managed and coordinated for, by JCTG.

5. Project Overview

In order to achieve the objectives of the RFP, JCTG proposes to be the point of contact for all agencies and private parties that wish to take part in the 2017 Eclipse event. We shall oversee all aspects of marketing, ticket sales, web development, camping/housing, public safety, public transportation and other guest services. This project consists of two stages: 1) Planning & Marketing and 2) Coordination & logistics.

Project Overview-Continued

With such a large number of visitors coming to our area, we must access the inventory we have for Housing/Camping. The city of Madras has approximately 318 hotel rooms available, which are reserved for the event. The Jefferson County Fairgrounds has 63 "full hookup" spaces for RV parking with vacancy. The Solar Eclipse Action Committee has identified 22,766 dry camping (tent or RV) sites in the areas surrounding the City Airport, Sheriff's Office, Golf Course, and Fairgrounds.

JCTG will do analysis on these sites and work with the proper authorities to map and ensure that this number is viable. JCTG will also work with non-profit and private landowners to analyze available spots to bring into this inventory. Working with several different entities for renting spaces will require a very comprehensive ticketing program that is capable of detailed reporting and accounting that will allow presale tickets and day of ticketing. The ability to write in language that will protect the land owners is a must to minimize legal exposure.

JCTG will design and develop this website for the Eclipse event. It is imperative that a website be informative, easy to navigate and updated on a regular basis. The website needs to be constantly updated with new and fresh information to keep people excited about the coming event. We will provide a link to other prominent websites such as the City of Madras and the Chamber of Commerce sites. This website will also serve as the portal to the ticketing software. The ticketing software will allow us to gather contact data and demographics and other needed information to be used for future marketing of events in Jefferson County. Along with having a website, we will need to market and advertise on many of the social media formats as well as traditional print/radio/TV to draw prospective visitors. A comprehensive marketing plan will need to be developed, implemented and maintained throughout the next 18 months.

The logistics of an event this large is going to be very complex. A plan will need to be developed that takes into consideration the safety and well being of our guests. Coordination will begin with agencies including Police/Fire/EMS/ODOT to address public safety, traffic, sanitation and garbage services implications. We will also work with the JCSD 509J District for resources such as school busses for mass public transportation.

With a large number of extended stay visitors, we will need to provide adequate food services. There will need to be coordination with local restaurants as well as food vendors strategically placed to accommodate the masses. Local service businesses will

Project Overview Continued

need to have access to the event coordinator and have the latest updated information on confirmed and projected visitors so they can adequately prepare to service these customers.

An adequate number of portable restrooms and wash stations will need to be obtained as well as sewage dumping and pumping services for RV's. An adequate amount of garbage disposal services will be needed to keep our community clean and maintain our natural resources beauty.

We believe that this solar event is much more than a two minute viewing on Monday August 21, 2017. We also believe that many of the estimated attendance will stay in the City of Madras for 3-4 days prior to the eclipse event. JCTG believes that this eclipse event is an opportunity for future festivals and will be enhanced by the addition of Entertainment and Vendors. Entertainment and shopping are very important aspects when on vacation and we need to ensure that there will be adequate amounts of both.

JCTG will create a plan for Vendors and Entertainment to ensure that our guests have a memorable stay in addition to viewing the eclipse event. The caliber of vendors needs to be such that their goods and services are interesting and diverse. We will vet all vendors to insure our visitors get a quality shopping experience. The entertainment aspect is import when traveling for leisure and will need to be taken into account for those that are staying with us for several days. The 2 minute solar eclipse event on Monday is going to be the draw but very few people are going to want to stay for five days with nothing to do while they wait for the eclipse. We will work with the community to develop an entertainment plan.

JCTG will secure proper eye protection and will use this as a marketing tool for the event as well as ensure that every child in JCSD 509J and Culver School Districts are provided free eye protection.

6. Economic Impact

The estimated economic impact of the 2017 solar eclipse is 6.5 million dollars to the local community for this 5 day festival. Every services related business in Madras will be positively affected by the influx of people in town.

JCTG will profit and be able to use this as an opportunity to market future events and bring in additional tourism dollars to the county. Madras will be able to showcase its true beauty

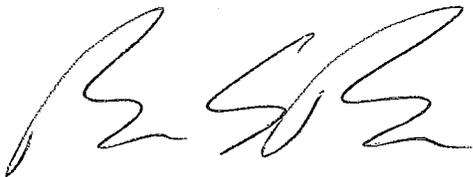
Economic Impact -Continued

and natural resources to people that have never been exposed before. This will create a healthy tourism industry in Madras.

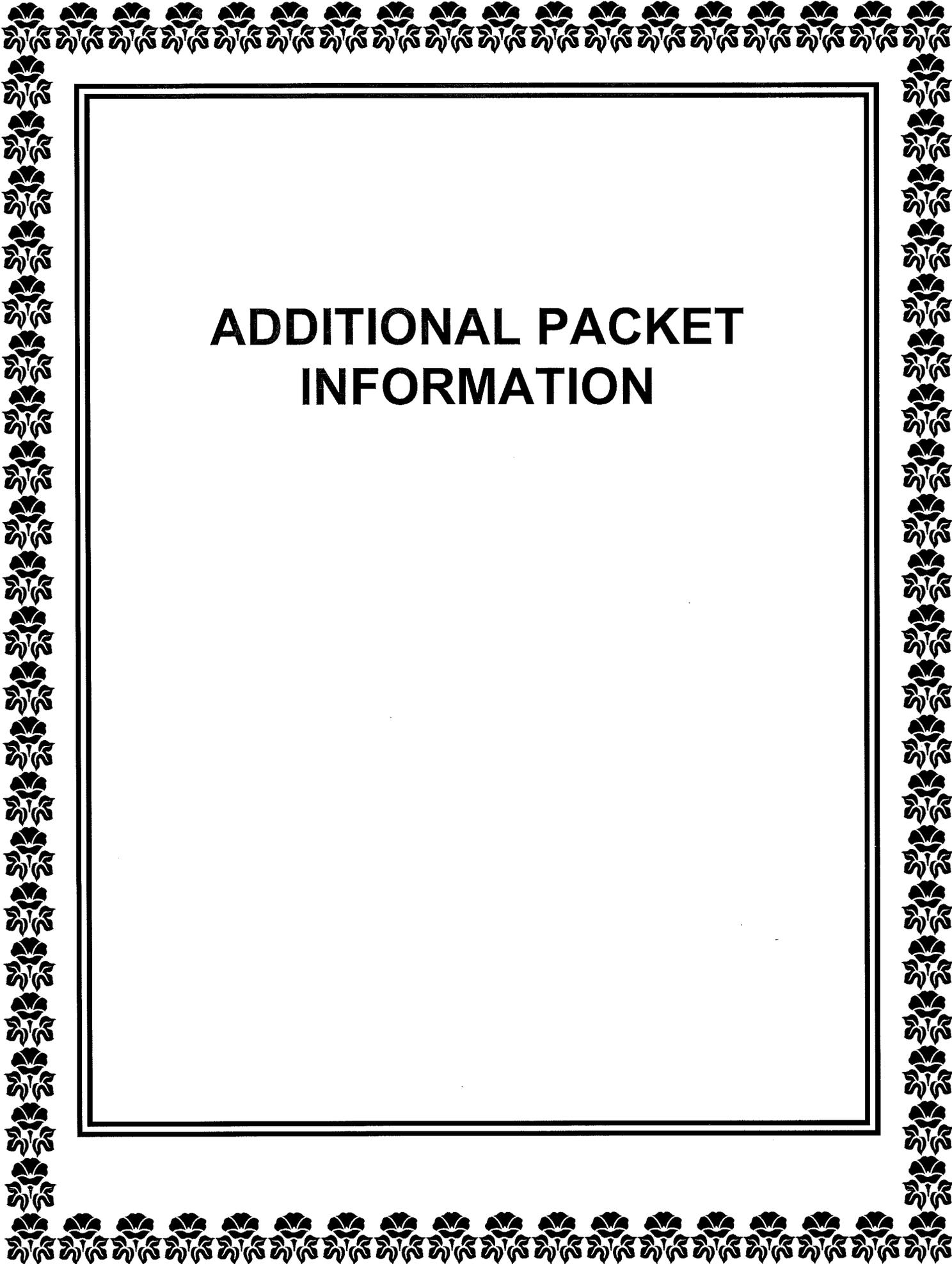
We will seek out grants that could be available to help market and run an event like this. We will be primarily soliciting sponsorship monies from outside sources. We are purposefully not seeking large funding sources from Madras or Jefferson County businesses since we are concentrating our efforts on outside sources and not tap our community. We will promote local business as part of this plan.

The expense of putting on this type of event are heavily front loaded with costs of website creation, ticketing software and advertising. The costs for infrastructure such as, portable sanitation services, garbage, volunteer labor, etc, will be directly related to the size and actual number of campers and parking. We calculate a flat 10% cost for volunteer labor and an additional 10% cost to cover those infrastructure items. Using the assumption of 40,000 visitors, we can estimate that \$2,150,000 in camping and parking revenue will be collected. This figure will net approximately \$215,000 to our local volunteer groups and organizations. We estimate that the city would net approximately \$208,000.

This proposal is submitted to the City of Madras February 3, 2016 by Jefferson County Tourism Group, Inc.



JR Brooks
President
Jefferson County Tourism Group

A decorative border of repeating floral motifs surrounds the page. The motifs are stylized, resembling small flowers or leaves, arranged in a continuous line.

**ADDITIONAL PACKET
INFORMATION**



THE CITY OF **MADRAS**

125 S.E. "E" Street, Madras, OR 97741 Telephone (541)475-2622 – Fax (541)475-1038

City of Madras
Airport-Industrial Site Committee
General Aviation Building
2028 NW Airport Way

November 19, 2015
4 P.M.

MINUTES

I. **CALL TO ORDER**

Meeting was called to order at 4:00 by Chair Royce Embanks at the General Aviation Building 2028 NW Airport Way

MEMBERS PRESENT

Tom Hansen
Ed Fuller
Chris Tatro
Bill Randolph
Royce Embanks
Rob Berg
Gordon Nicholson
Janet Brown

STAFF MEMBERS PRESENT

Jeff Hurd, Public Works Director
Michele Quinn, Public Works Administrative Assistant

II. **CONSENT AGENDA**

- A. Approval of agenda
- B. Approval of minutes for the October 15, 2015 meeting

A motion was made by Tom Hansen; seconded Ed Fuller to approve the October 15, 2015 Consent agenda motion carried unanimously.

III. **Visitor Comments**

None

IV. New Business

A. Madras Municipal Airport West Access Road Project

Jeff Hurd told the Committee we are in the process of trying to get underway with design. We have been awarded both grants from IFA for \$150,000.00 and IOF for \$880,000.00 both grants have been executed. We have received the notice to proceed from Infrastructure Finance Authority to move forward. We are waiting for notice to proceed from Immediate Opportunity Fund. As soon as IOF gives us notice to proceed then we can have the designer take off and once the design is about 30% we will bring in the rock crusher and start crushing material while they finish design. We need to get the leg from the runway out to their main gated entrance built. Daimler wants to break ground in January and in order for them to do that we need to get subgrade built so they can access their site. The other thing that is holding things up is they haven't executed the lease with the City yet. They think they should have the lease executed in the next two to three weeks.

V. Project Updates

A. Connect Oregon V "Runway Rehabilitation Project"

Rob Berg updated the Committee the pavers should have completed by the 15th we have extended each day from the 15th. With the rain and weather they have not been able to pave. We have some patch work to do out in front of the fuel tanks, we have some patch work to do out in front of Erickson's Air Museum, and the grout sealing of the drain basins then the project will be completed.

The runway striping is still in a discussion phase with the engineers and the general contractor. They are talking about doing some more testing for the reflectivity. At this point I would rather they wait until warmer weather in spring to paint it and do it right.

Jeff Hurd told the committee we have only released partial retainage and we will hold back the total bid amount of the paint plus 10-15% if we have to go hire somebody to stripe for us.

A. Project MPG-Reported on under new business

C. Grass Runway

Rob Berg told the Committee that there was a meeting today with Mike Oliver and a surveyor and Lee Baggett the contractor. We discussed some better options to get them water out on the runway. We have devised a couple different plans to make this cheaper and easier for them. Jeff, Mike, and Lee are going to go to North Unit Irrigation and try to make a case for doing this out of the ditch with a pressure system and meter instead of forming another pond at the airport. All the agreements are just about in place with the lawyers.

The Committee discussed the direction that the Grass runway will be getting their direct water.

Royce Embanks told the Committee that it has been brought up why we have meetings when there is nothing to vote on. So for December because it is the holiday season it has been suggested that we don't have a meeting.

Rob Berg said we have done this in the past we typically skip the December meeting.

Royce Embanks said I believe when we set up our by-laws but I am not positive I think we did discuss not having meetings but we can't miss more than two consecutive meetings.

Michele Quinn read section 10 of Resolution No. 01-2013 titled Committee Meetings. The Committee will hold at least one regularly scheduled meeting per month, unless cancelled at the direction of the Chair due to lack of Committee business or other reason. In addition to the regular meetings, the Committee will meet as such other times, dates, and places as may be deemed necessary or appropriate to carry out Committee business. All meetings of the committee will be held in accordance with applicable Oregon Law.

Jeff Hurd said it doesn't say we have to have a meeting so the chair can make the decision.

Royce Embanks said I will check with Michele prior to the January meeting and see what is on the agenda. If there is nothing we need to vote on in January we will cancel the meeting.

Jeff Hurd the only thing is the Committee during the first meeting in January of each calendar year elects a Chair and Vice Chair Person.

A motion was made by Gordon Nicholson; seconded Rob Berg to Elect Royce Embanks as Chair for 2016 and Janet Brown as Vice Chair for 2016 motion carried unanimously.

VI. ADDITIONAL DISCUSSION.

- Chris Tatro told the Committee that Cat-Ag has been in deliberations for a lease on a portion of Paul Jensen's old place at the south end of the airport. Rob and I are also in the same discussion with the City for the lease on the Mike McGowan hangar. It is on a month to month basis as far as the leases are concerned. The City and Rob and I would like to have something more permanent year to year and eventually a five year. It has become a problem we have not been able to agree upon the terms of the lease. There are terms in the lease like ADA compliance that we will not be able to conform with. The insurance requirement that has been put forth on the property we cannot obtain that insurance.

Jeff Hurd suggested that Chris and Rob make an appointment to talk with Gus and the attorney so you can get all the issues resolved.

The Committee continued to discuss the insurance requirements that the attorneys are asking for in the lease.

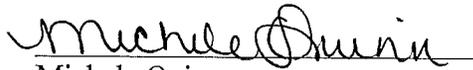
- Rob Berg told the Committee that there is a meeting with OMSI tomorrow to talk about the eclipse. It will be interesting to hear what OMSI is going to do and what their participation will be.

There was a continued discussion about the eclipse and OMSI and how many people we are anticipating to be here for the eclipse.

VII. ADJOURN

Meeting Adjourned at 4:32

Respectfully Submitted



Michele Quinn

Public Works Administrative Assistant



THE CITY OF **MADRAS**

City of Madras
Public Works and Parks Committee
City Council Work Room

February 3, 2016
8 A.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order by Chair Stan Nowakowski at 8:00 a.m. on Wednesday February 3, 2016 at 125 SW "E" Street City Council Work Room

MEMBERS PRESENT

Walt Chamberlain
Stan Nowakowski
Bill Ferguson
Bartt Brick
Louise Muir

STAFF MEMBERS PRESENT

Public Works Director; Jeff Hurd
Public Works Administrative Assistant; Michele Quinn
Park Supervisor; Jon Burchell
Street Supervisor; Rod Fulton

VISTORS PRESENT

Bill Hoff

II. CONSENT AGENDA

APPROVAL OF AGENDA AND MINUTES

A Motion was made by Walt Chamberlain; seconded by Bill Ferguson to approve the Consent Agenda and January 6, 2016 minutes as presented motion carried unanimously.

III. VISTOR COMMENTS

Bill Hoff presented to the Committee when the J Street project was complete the traffic continued to route through Turner Street and Tracie Street. Mr. Hoff is requesting additional stop signs on Turner Street and Tracie Street to assist with slowing down traffic.

The Committee discussed the addition of the stop sign and whether or not a traffic study will need to be done. There was further discussion on having the Police Department patrol and do some enforcement in this area. Rod Fulton Street Supervisor is going to look into the request and get back to Mr. Hoff.

IV. NEW BUSINESS

V. PROJECT/EVENT UPDATES

A. *US 97:J Street Project*

Jon Burchell told the Committee that he talked with Carlson Sign in regards of the new monument sign on the south end of town. Jon presented to the Committee two new versions for the sign.

The Committee reviewed the two different sign proposals with the city logo added to the new sign and with larger lettering. The back side of the sign could include the logo and some wording as you are leaving.

A Motion was made by Walt Chamberlain; seconded by Louise Muir to approve and recommend to Council to change the South Y Sign to include the City logo on the front and back of the sign and the wording "The City of Madras" in larger lettering and add "Tomi City, Japan Sister City" on the front, with the wording "Come Back Soon" on the back. Motion carried unanimously

 3 Ayes
 1 Naye
 1 Absent

B. *Highway 97 Sidewalk Improvement at L Street*

Jeff Hurd told the Committee that this project was bid out and R-2 Contractors was the low bid. We will be holding a pre-construction meeting with R-2 this Friday and they will get started in the next few weeks.

C. *Speed Radar Sign*

Jeff Hurd told the Committee that we are working on budget and we have programed to have one sign installed the cost for one sign is \$7,500.00.

D. *Kenwood Park*

No Update

E. *Spray Park*

Jeff Hurd explained to the Committee that Bean Foundation and Keith Manufacturing will fund the Spray Park project. Chuck is working with the contractor to update the costs. The City and the Bean Foundation will need to come up with an agreement so that the Bean Foundation can construct the spray park and then turn it over to the City.

F. *Skate Park to Fishing Pond Trail Addition*

Jeff Hurd informed the Committee that we are going to apply for the first phase of the trail by applying for the RTP grant, and next year we will utilize the leverage on the Local Government Grant. We are working on the resolution to take to Council but no money will be spent until 2018.

A Motion was made by Walt Chamberlain; seconded by Louise Muir to recommend to City Council to apply for funding through the RTP program for the "Madras Bike and Skate Park to Youth Fishing Pond Trail Connection Project". Motion carried unanimously.

G. *Court House Update*

No Update

H. *Warm Springs Truck Stop Update*

Jeff Hurd told the Committee that we have reviewed their traffic impact analysis (TIA) scope. They are moving forward with their TIA.

I. *Madras Municipal Airport West Access Road*

Jeff Hurd informed the Committee that we have 90% plans we will be reviewing them this week. Daimler still needs to sign the lease they are concerned on the FAA clause that if you disrupt the airport they can have Daimler shut down.

J. *Speed Signs on McTaggart*

Rod Fulton told the Committee that he met with the Police Chief and his recommendation is to put in pre-warning school speed signs on the north side of the Pines main entrance and install the school speed sign. This would help the police department enforce the speed zone.

The Committee had a discussion about the end school signs and that they would like to have them installed. There was continued discussion about how does a driver know when they are not in the school zone.

A Motion to recommend was made by Bill Ferguson; seconded by Walt Chamberlain to install the pre-warning signs and school speed signs at the entrance of the Pines motion carried unanimously.

Bartt Brick introduced himself to the Committee. The Committee introduced themselves.

K. 7th and C Street Stop Signs

Jeff Hurd told the Committee that he talked with the City Engineer and he cannot recommend the four way stop his recommendation is to put in an advanced warning stop.

Walt Chamberlain asked if we can install the stop signs like we have on 7th and B Street.

Additional Discussions

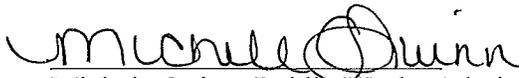
- Walt Chamberlain told the Committee that he will be leaving in March and may not be returning. So if we need to replace him we should start advertising.
- Walt Chamberlain asked to have the office that is on the vacant car lot removed.
- Louise Muir went to the Root Beer stand and the sidewalk does not match up with the building.

Jeff Hurd explained that during the J Street project there was no one was in the building. There may have been ROW acquired and the property owner was paid and the owner never fixed the sidewalk entrance.

ADJOURN

Public Works & Parks meeting adjourned at 9:25 a.m.

Respectfully submitted by:



Michele Quinn, Public Works Administrative Assistant



2017 Solar Eclipse Action Committee Meeting
City Hall, Council Work Room – 125 SW E Street
Madras, Oregon 97741

February 8, 2016

Meeting Notes

11:00 to 1:00 p.m.

Attendance

Gus Burrell, City of Madras; Bartt Brick, City Council; Sandy Forman, Kelly Simmelink and JR Brooks, Jefferson County Tourism Group (JCTG); Michelle Forster, Erickson Aircraft; Jeff Hurd, City of Madras; Mel Brown, Madras PD; Darryl Smith, 509J School District; Sara Puddy, City of Madras.

Event Coordination/Planning

Focus of this meeting was to review the one submittal received by the City (that was publicly advertised and solicited) for Event Coordination/Planning Services for the 2017 Solar Eclipse. A submittal was received by Jefferson County Tourism Group comprised of JR Brooks, Kelly Simmelink, and Sandy Forman.

City Administrator Gus Burrell reviewed the highlights of the RFP solicitation and assumptions from which the proposal was based.

Mr. Brooks introduced his team noting that, for the purposes of this proposal, he brings experience in the event coordination and logistics, Mr. Simmelink brings marketing/promotion/advertising, and Mrs. Forman brings event planning and coordination efforts. He noted that their proposal includes utilizing as much local business as possible before seeking outside Central Oregon resources, and to utilize local non-profit and volunteer groups as a way to generate sponsorships and donations for local organizations.

Mr. Brooks explained that the proposal is broken into two parts: 1) cost to the City for the event coordination/planning services in the amount of \$87,800; and 2) profit share proceeds in the amount of 40% gross camping sales and 30% parking sales.

Mr. Burrell asked Mr. Brooks to provide him with a financial breakdown of how the event coordination/planning services fee would look on a fiscal year basis to help for budgeting/cash flow assumptions.

The committee asked Mr. Brooks if JCTG was willing to consider sharing proceeds from net proceeds rather than gross proceeds. He responded yes.

There was discussion around the potential for various events/activities that may be happening around town at the same time during the solar eclipse. Mr. Brooks explained that his intent would be that his tourism group would be working directly with other businesses/parties outside

of the City's contract to help organize other events as well. He noted his event at the Fairgrounds already planned. The committee agreed that it would be nice to have multiple functions available for visitors to be able to choose what they want to do while they were visiting town around the eclipse itself.

Specific Supplies and Equipment Needs

- Viewing glasses – part of a marketing plan
- Bottled water – reach out to Earth2O
- Portable toilets - yes
- Nighttime lighting consideration – part of the camping safety plan, but consideration for night/stargazers
- Temporary fencing – yes
- Volunteer radios – utilize with groups that have these available (school district, other communication groups)
- Vendor coordination – included in event coordination contract
- Insurance considerations - TBD

Next Meeting Schedule

Monday, March 14, 2016 from 11 a.m. to 1 p.m. at City Hall (lunch provided)



THE CITY OF **MADRAS**

City of Madras
Urban Forestry Commission
216 NW "B" Street

February 2, 2016
6 P.M.

MINUTES

I. CALL TO ORDER

The Urban Forestry Commission meeting was called to order by Vice Chair Brad Jorgensen at 6:00 p.m. on February 2, 2016 at the Public Works Building located at 216 NW B Street.

MEMBERS PRESENT

Rebekah Burchell
Brad Jorgensen
Rob Osborn
Stan Nowakowski

STAFF MEMBERS PRESENT

Parks Supervisor; Jon Burchell
Public Works Administrative Assistant; Michele Quinn

VISITORS PRESENT

Jeff Rice, Carlson Sign

II. CONSENT AGENDA

- A. Approval of Agenda
- B. Minutes for the January 5, 2016

APPROVAL OF AGENDA AND MINUTES

A motion was made by Rob Osborn; seconded by Stan Nowakowski; to approve the January 5, 2016 minutes, and agenda as presented, motion passed unanimously.

1- Urban Forestry Commission Meeting
February 2, 2016

216 N.W. "B" Street, Madras, OR 97741 Telephone (541)475-2622 – Fax (541)475-1038

The City of Madras is an Equal Opportunity Provider

III. VISITOR COMMENTS

IV. NEW BUSINESS

A. Elect Chair and Vice Chair

A motion was made by Rebekah Burchell; seconded by Stan Nowakowski; to nominate Bill Donaghu Chair Person for the year 2016, motion passed unanimously.

A motion was made by Stan Nowakowski; seconded by Rebekah Burchell; to nominate Brad Jorgensen Vice Chair Person for the year 2016, motion passed unanimously.

B. Carlson Billboard Sign

Jeff Rice from Carlson Sign in Bend Oregon introduced himself to the Commission.

Jon Burchell told the Commission that he met with Jeff Rice and Peter Carlson and they have some questions about trees and billboards. Jon invited them to come here and talk to you and see what you think. The billboard is located at the Juniper Hotel.

Jeff Rice handed out pictures of the trees that are blocking the billboard along with the business sign at Juniper Hotel.

Jeff Rice explained that the billboards do generate tax dollars for the area and we do pay our permits for them and all the tax dollars goes back into the economy. The businesses that advertise on the billboards generate business for them and that money is put back into the economy.

Stan Nowakowski asked how much a billboard generates in tax money for our community.

The Commission agreed they are glad that Jeff Rice came to them to discuss the issue instead of going and cutting the trees themselves.

Jon Burchell told the Commission that the billboard is on the Juniper Hotel property and the property owner receives rent from Carlson Sign.

Jeff Rice told the Commission not only is the billboard being blocked by the trees but so is the Juniper Hotel business sign. When you come down the hill into town you can't see the Juniper Hotel sign. So the owner is losing business because people are not aware that the hotel is there. If the billboard that is on his property doesn't make any money then Carlson Sign will move the billboard and then the Juniper Hotel will be out the money that Carlson Sign pays in rent.

Jon Burchell explained that the business sign is a separate issue that will need to be taken up with Nick Snead, Community Development Director. Tonight we are here to talk about the issue of the view of the billboard being blocked by trees.

Jeff Rice said they would like to go in the direction that Meadow Outdoor took and possibly replace trees with different trees that would not block the billboard.

Jon Burchell suggested we do some investigation and look at the billboard in different viewpoints and distances.

Rebekah Burchell said the problem with this part of town is that it is on a slope as compared to areas of Meadow Outdoor where it is flat. With the angle you are going to have to plant really short trees going uphill. The Commission discussed the trees and the uphill angle and how that will affect the size of the tree.

Jon Burchell explained to the Commission that it will depend on how close and how faraway you want to see the billboard. Is there a way to trim the trees and make them narrower so there are windows that you can see the billboard? It has also been brought up that you can raise the billboard; does that solve the problem or only delay cutting the trees until a later date? If you would like more information we can invite Nick Snead, Community Development Director to come down and explain the sign ordinance.

Jeff Rice told the Commission that this is the only billboard that they have a tree issue with; they have another billboard at the South end of town but when the south Y changed it redirected the traffic.

The Commission talked about how other cities deal with trees and billboards, and asked how many trees would Carlson Sign like to have replaced? The Commission discussed the photos and the amount of trees that would need to be replaced. Jon Burchell commented that the tree replacement would be at the cost of Carlson Signs. Jeff Rice said that they would contract a local landscaper to have the trees replaced. The Commission discussed the local businesses that have signs that are blocked by trees.

Jon Burchell suggested that we have Nick Snead at the next meeting to help out with some of the sign questions.

The Commission agreed that they would like to table this decision and bring it back to the next meeting.

C. Arbor Day Activities

The Commission discussed when Arbor Day would be and they decided that April 22, 2016 would be Arbor Day. The Commission discussed where to plant trees for Arbor Day.

Stan Nowakowski said we can have the Earth Day Clean up on April 23, 2016.

Jon Burchell asked the Commission about getting kids involved and what do they have in mind? Rob Osborn asked about getting materials from the Arbor Day Foundation to take to the teachers.

The Commission discussed what grade level would be the best and what the theme would be for this year and if they would have bird houses for prizes. In the last several years the number of participants has gone down. Rebekah Burchell said she will check with some of the teachers to see if they are interested in doing an Arbor Day event.

The Commission asked Jon if we qualified for Tree City USA again. Jon Burchell said yes he will be presenting to City Council and you are all welcome to come to the meeting.

Brad Jorgensen asked about the Tree City USA signs, will they be replaced. Jon Burchell explained that the Tree City USA signs will be put back up on their own posts but a spot has not been designated. He will meet with Rod Fulton, Street Supervisor to identify locations for the signs. Is there somewhere you would like to see the signs installed? Let me know at the next meeting.

Stan Nowakowski asked if we have a tree inventory list. Jon Burchell replied that we do indeed have a tree inventory list.

V. Updates

A. Downtown Sidewalk Grant Program

Jon Burchell explained that there will be some trees removed when the sidewalk project is underway. Some of the trees will be replaced where there is irrigation and if there is no irrigation we will not replace the tree. We are looking at planting different varieties depending on where the tree is being placed. He explained that he will be coming to them in the next few months with suggestions for tree replacements that the Commission will need to approve.

B. Hwy 97 and L Street Pedestrian Improvement Project

Jon Burchell told the Commission that we will be planting two trees during this project, what types of trees would the Commission like to see planted? There will be sidewalk, trees, grass to complete this section that was missed during the J Street project and the

Fairgrounds to L street project. I will be picking a tree type based on the other trees that have been planted in the other projects and I can come to you in March with some tree types for you to choose from.

C. Update Urban Forestry Management Plan

Jon Burchell told the Commission that the Urban Forestry Management Plan is done. We are waiting for the engineer to update the details for the City Street Design Standards which will then be incorporated into the UFC management plan.

D. US 97 J Street Project Landscape walk-through

Jon Burchell told the Commission that he did a walk through with the landscape architect and contractors. We pointed out the trees that sat on trailers and were exposed to the extremely cold weather. We looked at the footprints that were in the hydro seed and also the gap in the tree grates. Everything is under a one year warranty and the landscape contractors are responsible for replacing everything that dies within that warranty period. They are also responsible for the grow-in of the grass. The irrigation is still not complete but we will go through that with the contractor before it is turned over to the city.

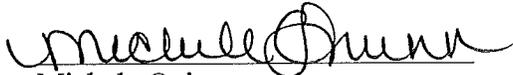
VI. ADDITIONAL DISCUSSION

- Brad Jorgensen asked about the bent tree on the south end of town. Jon Burchell said we need to get it staked.
- Brad Jorgensen asked if we do much work with Daimler. He mentioned they donate money to Portland for trees.
- Jon Burchell talked to the Commission about the Daimler project and how they are expanding their track.

VII. ADJOURN

The Urban Forestry Commission Meeting was adjourned at 6:50 p.m.

Respectfully Submitted



Michele Quinn
Public Works Administrative Assistant

