



MADRAS MRC-CITY COUNCIL MEETING, CITY BUDGET MEETING AND EXECUTIVE SESSION

Tuesday, June 25, 2024 at 5:30 PM

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

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

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

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3Zzh0Yzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

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

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

Meeting ID: **291 261 4668#**

Participant ID: #

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

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

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

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

1. MRC Vouchers May 2024
2. Approve Minutes for July 25, 2023 MRC Meeting
3. Approve Minutes for August 8, 2023 MRC Meeting
4. Approve Minutes for September 26, 2023 MRC Meeting
5. Approve Minutes for December 7, 2023 MRC Work Session
6. Approve Minutes for the May 28, 2024 MRC Meeting

VII. Public Hearings

1. Ertle/Starbucks Redevelopment/New Development Assistance Funding Request

- A. Staff Report
 - B. Applicant Testimony
 - C. Proponent Testimony
 - D. Neutral Testimony
 - E. Opponent Testimony
 - F. Applicant Rebuttal
 - G. Commission Deliberation
2. Budget Hearing - To Approve 2024-25 MRC Budget
 - 1. Chair Opens Hearing
 - 2. Staff Report by Kate Knop, Finance Director
 - 3. Comments from the Public
 - 4. Commission Deliberations, Questions, and/or Comments
 - 5. Chair Closes Hearing
 - 6. No Action Required at this Time – Formal Action by Resolution

VIII. Regular Agenda

1. Resolution No. MRC 2024-02 Adopt 2024-2025 Budget
Kate Knop, Finance Director
2. Resolution No. MRC 2024-03 Line of Credit HURD
Kate Knop, Finance Director
3. Resolution No. MRC 2024-04 Line of Credit MURD
Kate Knop, Finance Director

IX. Additional Discussion

X. Adjourn Commission Meeting

CITY BUDGET MEETING

I. Call Meeting to Order

II. Roll Call

III. Public Hearing

1. Public Hearing - State Revenue Sharing ORS 221.770(b)
 - A. Chair Opens Hearing
 - B. Clarification of Proposed Funds by Finance Director
 - C. Public Comment
 - D. Chair Closes Hearing
 - E. Committee Deliberates
 - F. Motion to accept State Revenue Funds for FY 2023-24

IV. Adjourn Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

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

IV. Amend or Accept Regular Agenda

V. City Council Consent Agenda

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

1. Approve Liquor License Change of Ownership for Pry&T, LLC (Busy Bee)
2. Approve Minutes for June 27, 2023 Meeting
3. Approve Minutes for July 25, 2023 Meeting
4. Approve Minutes for August 22, 2023 Meeting
5. Approve Minutes for September 26, 2023 City Council Meeting
6. Approve Minutes for November 13, 2023 Work Session
7. Approve Minutes for November 14, 2023 Meeting
8. Approve Minutes for February 26, 2024 Work Session
9. Approve Minutes for March 12, 2024 Meeting
10. Approve Minutes for April 23, 2024 Meeting
11. Approve Minutes for May 28, 2024 Meeting

VI. Public Hearing(s)

1. Budget Hearing - Receipt of State Revenue Sharing Funds
 1. Mayor Opens Hearing
 2. Staff Report by Kate Knop, Finance Director
 3. Comments from the Public
 4. Council Deliberations, Questions, and/or Comments
 5. Mayor Closes Hearing
 6. No Action Required at this Time – Formal Action by Resolution
2. Budget Hearing - To Approve 2024-25 Budget
 1. Mayor Opens Hearing
 2. Staff Report by Kate Knop, Finance Director
 3. Comments from the Public
 4. Council Deliberations, Questions, and/or Comments
 5. Mayor Closes Hearing
 6. No Action Required at this Time – Formal Action by Resolution
3. Supplemental Budget Hearing
 1. Mayor Opens Hearing
 2. Staff Report by Kate Knop, Finance Director
 3. Comments from the Public
 4. Council Deliberations, Questions, and/or Comments
 5. Mayor Closes Hearing

6. No Action Required at this Time – Formal Action by Resolution

VII. Regular Agenda

1. Resolution 12-2024 State Revenue Sharing
Kate Knop, Finance Director
2. Resolution 13-2024 Adopt 2024-2025 Budget
Kate Knop, Finance Director
3. Resolution No. 14-2024 Supplemental Budget Request
Kate Knop, Finance Director
4. Resolution 15-2024 Budget Resolution 2023-2024
Kate Knop, Finance Director
5. Resolution No. 16-2024 Fee Schedule for the Fiscal Year 2024-2025
Kate Knop, Finance Director
6. Resolution No. 17-2024 Line of Credit for the HURD
Kate Knop, Finance Director
7. Resolution No. 18-2024 Line of Credit for the MURD
Kate Knop, Finance Director
8. City Vouchers - May 2024
Kate Knop, Finance Director
9. Resolution No. 11-2024, A Resolution authorizing the City of Madras to apply for grant funding from the Oregon Business Development Department for the “Industrial Site Readiness Plan Update Project” in the amount of \$60,000.
Nicholas Snead, Community Development Director
10. Information Technology Management and Support Services Contract
Nicholas Snead, Community Development Director
11. Fuel Supply Agreement - World Fuel
Lorraine Martinelli, Airport Manager
12. Discussion on next steps and enforcement of the camping ordinance
Will Ibershof, City Administrator
13. Saif Workers’ Compensation Policy Renewal for 2024-2025
Kate Knop, Finance Director

VIII. Department Reports / Committee Updates

IX. Adjourn Council Meeting

Executive Session

- I. **Call Executive Session to Order**
- II. **Executive Session ORS 192.660(2)(i)**

The executive session is held pursuant to ORS 192.660(2)(i) which allows the Council to hold an executive session to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session.

III. Adjourn Executive Session

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From:
Through:
Subject:

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

Report Criteria:

Report type: Summary
 Bank.Bank number = 2

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
05/24	05/01/2024	4514	AMERICAN SPRINKLERS INC.	Initiative Brewing	33,469.00
05/24	05/01/2024	4515	Bend Commercial Glass and CDH	Initiative Brewing	22,815.00
05/24	05/01/2024	4516	C Potterf Construction Inc	Initiative Brewing	110,181.12
05/24	05/01/2024	4517	Christiansen's Contracting Com, LLC	Wild Winds Stormwater project	46,550.00
05/24	05/01/2024	4518	CJ Excavation LLC	Initiative Brewing	16,550.00
05/24	05/01/2024	4519	COVE ELECTRIC INC.	Initiative Brewing	56,794.50
05/24	05/01/2024	4520	Elite Construction Contracting LLC	Initiative Brewing	10,000.00
05/24	05/01/2024	4521	J Davey Builders Inc	Initiative Brewing	111,500.00
05/24	05/01/2024	4522	McDermott Plumbing Inc	Initiative Brewing	88,256.00
05/24	05/01/2024	4523	Roadside Bonsai Architecture	Initiative Brewing design	3,268.75
05/24	05/01/2024	4524	Szymanski Company LLC	Initiative Brewing	26,460.00
05/24	05/01/2024	4525	Temp Rite Mechanical LLC	Initiative Brewing	45,603.00
Grand Totals:					<u>571,447.37</u>

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>	
04/18/24	MAIL COPIES & MORE	Mail Copies and more- MRC Budget books tabs and printing.	\$	173.52
03/29/24	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - notice of budget committee mtg	\$	72.34
			MRC TOTAL: \$	245.86

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, July 25, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

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

II. Pledge of Allegiance and Prayer

Councilor Seibold led the Pledge of Allegiance and Councilor Walker led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Lepin, Potter, Seibold, Soliz, Yoder, and Walker were present.

Commissioners Townsend and Spencer were excused.

Commissioner Reynoso was absent.

Staff:

Interim City Administrator Christy Wurster

Chief of Police Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Jennifer Dupont

Jamie Hurd

Steve Worthington

Andrea Breault, CET

Visitors on Zoom:

Community Development Associate Fatima Taha

IV. Amend or Accept MRC Agenda

Motion:	That we accept the MRC Agenda.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Lepin, Potter, Seibold, Soliz, Yoder, Walker			
Absences:	Holcomb, Reynoso, Spencer	Nays: 0	Absent: 3	Recused: 0
Passed:	6/0			

V. MRC Consent Agenda

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

1. MRC Meeting Minutes - May 23, 2023
2. MRC Vouchers June 2023

Motion:	That we pass the Consent Agenda			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Lepin, Potter, Seibold, Soliz, Yoder, Walker			
Absences:	Holcomb, Reynoso, Spencer	Nays: 0	Absent: 3	Recused: 0
Passed:	6/0			

VI. Public Comments (please limit to 3 minutes)

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

There were no public comments.

VII. Regular Agenda

1. Wild Winds Station Restaurant Renovations Presentation and Funding Request.

Director Snead introduced the request for funding for the renovation of the Wild Winds Station restaurant, presenting an overview of the project and then yielding to Jennifer DuPont for a detailed presentation. Jennifer outlined the history and current state of the building, emphasizing the necessity for plumbing upgrades, structural repairs, and aesthetic improvements. Photos illustrating issues such as water damage were shown. Nick Snead summarized the project’s alignment with various city plans and policies but noted the inconsistency of funds allocation without further clarity.

Numerous concerns were raised by the commissioners about the scope and financial implications of the project. Topics of concern included:

- The large sum of money requested relative to MRC's total funds.
- The broader financial implications and whether other funding sources had been explored.
- The need for detailed return-on-investment (ROI) data to appropriately evaluate the project’s viability.

Some members voiced concerns about potentially changing terms and criteria amidst current projects. The commission ultimately determined that additional information and stratified planning were necessary, proposing further review. It was decided to tentatively reschedule further detailed discussions and evaluations for a subsequent meeting.

2. Fourth Quarter Financial Update - June 2023

Interim Finance Director Vanderschaegen provided an overview of the fourth-quarter financial update through June 2023, noting that the figures were preliminary and would be finalized after the close of the fiscal year. Property tax collections were ahead of budget expectations, and all financial indicators were positive.

VIII. Additional Discussion

Commissioner Seibold and others discussed the need for structural reforms and heightened criteria for future project assessments. They emphasized the necessity of policies aimed at ensuring better stewardship of taxpayer funds and efficient project vetting processes. The topic was slated for extensive review and planning for the upcoming meeting.

IX. Adjourn Commission Meeting

Meeting adjourned at 6:39 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Commission on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, August 8, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

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

II. Pledge of Allegiance and Prayer

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

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

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

Commissioner Reynoso was absent.

Commissioner Spencer was excused.

Staff:

Interim City Administrator Christy Wurster

Community Development Director Nick Snead

Community Development Associate Planner Fatima Taha

Interim Finance Director Rose Vanderschaegen

Public Works Manager Michele Quinn

Airport Manager Derek Ables

City Recorder Keli Pollock

City Attorney Jeremy Green

Visitors in Person:

Alan Pavis

Cristian Pavis

Craig Stewart

Karen McCarthy

Luis Pena

Visitors on Zoom:

Creations Northwest - Blake Gesik

COIC - Patrick

IV. Public Comments (please limit to 3 minutes)

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

Alan Pavis, a community member owning a recently remodeled property inquired about the availability of loans for small businesses, questioning whether the MRC had sufficient funds and whether grants were available for the community. Chair Soliz clarified that the packet contents presented about MRC projects were available, with Nick Snead adding two new programs related to public art and microenterprise. Mr. Pavis further asked if there are any restrictions for businesses to access these loans or grants. Chair Soliz indicated that criteria exist for program eligibility, and these would be discussed further in the meeting.

Craig Stewart, a business owner from Prineville, is looking at opening a new business in

Madras, Sagebrush Furniture. Mr. Stewart asked the commission about start-ups or grant money that may be available to bring a new business to town. Chair Soliz explained that as mentioned to Mr. Pavis, the topic of the different MRC programs, availability, criteria and details are being discussed within the regular agenda. Chair Soliz invited Mr. Stewart to stay for the meeting to hear more about how the MRC may be able to help.

V. Amend or Accept MRC Agenda

There were no amendments or changes to the agenda.

VI. MRC Consent Agenda

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

1. Updated Annual Urban Renewal Report
2. Yarrow Development, LLC Development Agreement Amendment for Yarrow Apartments Phase 2

Motion:	That we accept the MRC Consent Agenda.			
Moved:	Seibold			
Seconded:	Lepin			
Ayes:	Lepin, Potter, Seibold, Soliz, Townsend, Yoder, Walker			
Nays:	N/A			
Absences:	Reynoso, Spencer	Nays: 0	Absent: 2	Recused: 0
Passed:	7/0			

VII. Regular Agenda

1. Assessment of Existing & Proposed MRC Programs

A comprehensive discussion covered proposed changes to MRC programs. Director Snead, who delivered a detailed presentation on the following:

Existing Planning and Programs: Snead outlined the history and evolution of the Madras urban renewal plans from initial community need assessments to diversified urban improvement programs and projects.

Assessment of Proposed Programs: Snead presented proposed changes across various MRC programs like design assistance, building improvements, and microenterprise support, emphasizing specific review processes for different types of projects, and incorporating financial review from COIC.

The discussion was extensive, touching on topics like the need for adding timelines, ensuring eligibility criteria for loans and grants, and securing loans with conditional repayments. Commissioners were engaged and shared numerous insights on specific alterations to be considered, including whether to provide loans or grants for businesses and the importance of ensuring local businesses contribute their capital when seeking MRC investment. Commissioners worked through details around guidelines, security requirements, technical procedures, and concern about enforcing these changes feasibly. Efforts were directed toward making informed and viable economic development plans for the City of Madras.

2. Quarterly Project Report

Director Snead presented the Quarterly Project Report, providing a strategic snapshot of current and prospective housing and commercial development projects, their funding via MRC and terms.

Commissioners reviewed statistical updates on dwelling units in and out of the HURD district,

types of projects, their status, and moving timelines for each. Recommendations were sought for engagement on broader infrastructure pursuits, linking private and public matching to maximize output and efficiency of MRC's funding and investment initiatives.

VIII. Additional Discussion

Chair Soliz proposed making the MRC webpage more active, user-friendly, and informative, underlining the importance of pushing out comprehensive and updated information relevant to the MRC activities and programs.

IX. Adjourn Commission Meeting

Meeting adjourned at 7:40 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC

OFFICIAL MEETING MINUTES

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

Tuesday, September 26, 2023

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

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

II. Pledge of Allegiance and Prayer

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

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

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

Commissioner Potter was excused.

Commissioner Reynoso was absent.

Staff:

Interim City Administrator Christy Wurster

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Manager Michele Quinn

Airport Manager Derek Ables

City Recorder Keli Pollock

City Attorney, Garrett Chrostek, present via Zoom.

Visitors in Person:

Andre Jackson, The Basin/Spot

Jennifer & Jeff Dupont, Wild Winds Station

Scott Christison, Contractor for Wild Winds Station

Suzanne & Glenn Breniman

Pat Germick, COIC Loan Officer

Star Todd, Library District

Visitors on Zoom:

Brian Hardebeck, The Basin

Tudor Berteau, The Basin

Alex Mallett, The Basin

Will Ibershof

Laurens Iphone

IV. Public Comments (please limit to 3 minutes)

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

There were no public comments.

V. Amend or Accept MRC Agenda

There were no changes to the agenda.

VI. MRC Consent Agenda

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

1. MRC Vouchers August 2023
2. MRC Meeting Minutes - August 22, 2023

Motion:	That the consent agenda be approved as submitted.		
Moved:	Seibold		
Seconded:	Townsend		
Ayes:	Lepin, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	None		
Absences:	Potter, Reynoso	Nays: 0	Absent: 2
Recused:	0		
Passed:	7/0		

VII. Regular Agenda

1. Authorization of The Basin Development Construction Plans

Nicholas Snead, Community Development Director

Nick Snead presented the plans for modifications to the previously approved development project The Basin. Andre Jackson, the project owner, provided an overview of changes and the obstacles overcome. Jackson mentioned acquiring access through adjacent properties for better site management. His team outlined the improvements and security concerns associated with an amphitheater project.

Motion:	MRC approve the modified construction plans		
Moved:	Seibold		
Seconded:	Yoder		
Ayes:	Lepin, Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Nays:	0		
Absences:	Potter, Reynoso	Nays: 0	Absent: 2
Recused:	0		
Passed:	7/0		

2. Wild Winds Station Restaurant Renovations Funding Request

Nicholas Snead, Community Development Director

Nick Snead presented the request for additional funding for Wild Wind Station Restaurant renovations. Concerns were expressed about flooding issues, return on investment, and structural requirements. The applicants Jennifer and Jeff DuPont explained their business's history and need for financial aid to address structural issues and storm drainage especially.

Several commissioners expressed concerns about the financial viability and return on investment of the proposed amount.

Motion:	I move that the MRC approve a \$150,000 grant and a \$549,000 loan for the Wild Wind Station adaptive reuse project and direct staff to prepare the necessary grant and loan agreements for the MRC to consider at a future MRC meeting.
----------------	--

Moved:	Townsend			
Seconded:	Walker			
Ayes:	Townsend, Walker, Lepin			
Nays:	Spencer, Seibold, Yoder, Soliz			
Absences:	Potter, Reynoso	Nays: 4	Absent: 2	Recused: 0
Passed:	3/4 - Motion failed			

Motion failed. After further discussion and consideration, a revised lower amount was proposed.

Motion:	I move that the MRC approve a \$60,000 grant and a \$315,000 loan, equaling 50% of the \$700,000 combined needed for this project for the Wild Wind Station adaptive reuse project with the MRC's loan being secured in the first position on the property and direct staff to prepare the grant and loan documents.			
Moved:	Seibold			
Seconded:	No Second			
Ayes:				
Nays:				
Absences:	Potter, Reynoso	Nays:	Absent: 2	Recused: 0
Passed:				

No second was made, the motion failed.

3. Draft Changes to the Building Improvement and Adaptive Reuse Programs

Nicholas Snead, Community Development Director

Nick Snead presented draft changes to the Building Improvement and Adaptive Reuse Programs. These modifications included criteria for mandatory and discretionary features and combined application procedures for simplification.

The commission provided feedback and suggested minor corrections and enhancements, approving the general direction of the proposed changes.

Actions were directed to be refined and brought back for the meeting in October.

4. Microenterprise Loan Program Guidance

Nicholas Snead, Community Development Director

Pat Germick, the loan officer from COIC, was invited to present on microenterprise loans. Pat reviewed the offerings and standards they followed for loan approval. The commission considered the complexities and overhead involved in directly handling microenterprise loans. They preferred leveraging existing programs with COIC for future facilitation and discussed ways to promote these services more actively.

VIII. Additional Discussion

There was no additional discussion.

IX. Adjourn Commission Meeting

Meeting adjourned at 7:27 pm.

Minutes prepared by:

Keli Pollock, City Recorder

Approved by Commission on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

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

Thursday, December 7, 2023

I. Call Work Session to Order

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

II. Roll Call

Commission:

Chair Gabriel Soliz was present.

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

Commissioners Potter and Walker were excused.

Commissioner Reynoso was absent.

Staff:

City Administrator Will Ibershof

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

City Recorder Keli Pollock

Visitors in Person:

Jennifer Dupont, Wild Winds Station

Jared Earnest, Jefferson County Fire & EMS

Visitors on Zoom:

Kate Knop

III. Work Session Topic(s)

1. Cash Flow Forecasting for MRC

Will Ibershof opened the session by discussing the importance of the Madras Redevelopment Commission (MRC) and staff recommendations for budget considerations for the current and next fiscal year.

Cash Flow Forecasting for MRC:

Director Snead presented a detailed analysis of the MRC's debt financing options, emphasizing the importance of fiduciary responsibility and decision-making based on educated assumptions. Interim Finance Director Rose Vanderschaegen provided a numerical analysis of the urban renewal projects, and historical loan records, and how incoming and outgoing cash flows would impact the line of credit.

Key Discussion Points:

Nick Snead clarified assumptions underlying the cash projections and highlighted certain projects with potential future borrowing needs.

The commission considered various financing options, including cash financing, bond issuance, and seeking short-term loans from the county or the city.

Several commissioners voiced concerns about halting new projects to manage debt levels and emphasized the need for some level of continued investment to maintain community momentum.

The feasibility of incentivizing early loan repayments from existing project beneficiaries was

discussed but required further exploration.

Nick Snead suggested staff provide monthly financial updates to the commission to monitor and reassess the situation.

Options Considered:

Directors Snead and Vanderschaegen presented three primary options:

1. Move to cash-based financing.
2. Issue bonds to refinance the line of credit, with a moratorium on new projects for about a year.
3. Seek a short-term loan from the city or county, though this was deemed impractical due to the short repayment term.

Strategic Takeaways:

There was a general consensus leaning towards Option 2: Issue bonds to refinance the line of credit.

It was agreed that finding ways to continue a minimal level of new projects during the transition year would be beneficial for maintaining community trust and interest.

Additional work was requested to develop a communication strategy to inform stakeholders effectively and manage community expectations.

IV. Additional Discussion

Recorder Pollock briefed the commission about the upcoming MRC meeting, where new candidates for the MRC commission would be interviewed and appointed, and bylaw revisions would be reviewed. There were six candidates for four vacancies. Chair and Vice Chair appointments were also scheduled for the upcoming meeting.

V. Adjourn Work Session

Meeting adjourned at 6:39 pm.

Minutes prepared by:

Keli Pollock, City Recorder

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, May 28, 2024

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

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

II. Pledge of Allegiance and Prayer

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

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Beaver, Lepin, O'Daniel, Potter, Rhodes, Seibold, Spencer, Townsend, Yoder, Walker and Weidner were present.

Staff:

City Administrator Will Ibershof (via Zoom)

Police Chief Tim Plummer

Community Development Director Nick Snead

Associate Planner Fatima Taha

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Human Resources Director Rebecca Mock

City Recorder Keli Pollock

Visitors in Person:

Jeff Blake, Fire Chief

John & Audrey Williams

Bart & Patti Carpenter, CASA

Clifford Reynolds

Jeff Rasmussen, Jefferson County

Visitors on Zoom:

Jay Campbell, Woodhill Homes

Jason Schjoll

Brandie McNamee

Thao Tu

IV. Public Comments (please limit to 3 minutes)

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

There was no public comment.

V. Amend or Accept MRC Agenda

There were no changes to the agenda.

VI. MRC Consent Agenda

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

placed on the Regular Agenda by request.

1. MRC Vouchers April 2024
2. Approve the May 14, 2024 MRC Meeting Minutes
3. Approve the April 23, 2024 MRC Meeting Minutes

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Lepin			
Ayes:	Beaver, Lepin, O'Daniel, Potter, Rhodes, Seibold, Soliz, Spencer, Townsend, Yoder, Walker, Weidner			
Nays:	None			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	12/0			

VII. Regular Agenda

1. Sagebrook Estates Subdivision Phase I HURD Application

Nicholas Snead, Community Development Director

Staff Report: Director Snead provided details from his staff report about the proposal for tax increment funding for the Sagebrook Subdivision under the Housing Urban Renewal District (HURD). He clarified that this was the first of two required public hearings. Approximately 186 single-family dwellings and 48 townhomes are planned in this multi-phase development, requiring updates to include phase 2 in the funding request. Commissioner Spencer and Vice Chair Potter asked questions of Director Snead regarding past approvals and market needs for housing. Nick confirmed the application meets the criteria and reported on the expected fiscal impact of the project.

Applicant Testimony: Jay Campbell, representing the applicant, Woodhill Homes LLC, provided his applicant's testimony via Zoom regarding the benefits of the project and market needs. He affirmed that HURD funding played a crucial role in the decision to develop Madras.

Public comments: Jeff Blake, Fire Chief for Jefferson County, raised concerns about the impact on essential services such as fire and EMS, noting that the tax incentives could strain their resources.

Commission comments and discussion: Members discussed the potential impact on essential services and expressed interest in learning about options to mitigate these concerns before final approval. Commissioner Townsend inquired if modifications to the HURD could be made to avoid compromising essential services. City Administrator Will Ibershof indicated that an inquiry had been made to the city attorney for potential solutions, and findings would be presented at a future meeting.

The item was not voted on, and further information is awaited before the second public hearing.

2. MRC Financial Quarterly Update - March 2024

Kate Knop, Finance Director

Will Ibershof presented the quarterly financial update prepared by the finance director, who

was on vacation. There were no questions or discussions from the commission.

VIII. Additional Discussion

Mike Seibold reiterated the need to discuss city-owned properties and potential sale strategies. Will Ibershof mentioned bringing back updates in July and addressing affordable workforce housing.

IX. Adjourn Commission Meeting

Meeting adjourned at 5:59 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Commission on: _____

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: **ERTLE/STARBUCKS REDEVELOPMENT/NEW DEVELOPMENT ASSISTANCE FUNDING REQUEST**

TYPE OF ACTION REQUESTED:

Postpone to a certain date

MOTION(S) FOR CONSIDERATION:

No formal action. The MRC will take formal action at the second public hearing on the matter that is tentatively scheduled for July, 23, 2024.

OVERVIEW:

Jake Ertle (property owner) has filed an MRC Redevelopment/New Development Assistance Program application requesting funding from the MRC to redevelop the subject properties and construct a Starbucks coffee shop with a drive through. The subject property is located in the MURD and the City has issued the required land use approvals.

Staff has reviewed the application and determined that the proposal is consistent with the approval criteria for the program. The applicant initially requested \$84,500 of grant funding but is open to a reduced request of \$30,000. The MRC will need to determine the appropriate amount of funding for the project.

The supporting files for this application may be accessed by clicking on the following links:

- [Redevelopment/New Development Application](#)
- [Findings of Compliance](#)
- [7, 10, and 13 year Return on Investment Calculations](#)

At the June 25, 2024 MRC meeting the Commission will hold the first of two public hearings and accept testimony from the applicant and the public. The MRC will not take formal action on the application at the June 25, 2024 meeting. Instead the MRC will take formal action at the second public hearing on the matter that is tentatively scheduled for July, 23, 2024.

STAFF ANALYSIS:

The applicant is requesting funding to construct a 2,460 sq. ft. Starbucks (Figure 2 below) with a drive-through and outdoor seating. The subject properties are located at the South Y on Highway 97. The subject properties are identified as tax lots 6600, 6700, 6790, 6801, and 7000 on Jefferson Co. Assessor's Map No. 11-13-11DD (see Figure 1 below).

Figure 1. Aerial Photograph of Subject Property.

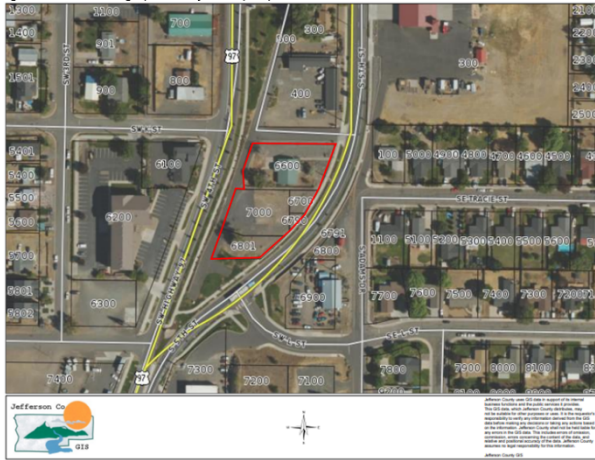


Figure 3. East & North Elevations.



Staff has reviewed the application and has prepared factually based findings of compliance and has concluded that the application is consistent with the approval criteria for the MRC’s Redevelopment/New Development Assistance Program and therefore eligible for MRC funding for the project. Staff has also reviewed the application’s consistency with the MRC’s Urban Renewal Action Plan and debt financing strategy. Additionally, staff has estimated the Return on Investment for the project based on a \$30,000 grant funding request. Specifically, staff has determined that the 2016 URAP identifies:

“A set of specific criteria informs the Plan’s phasing and determines how resources will be expended. MRC developed an initial set of criteria that incorporated the situation assessment findings, community input, and priorities. The criteria articulate a set of near-term outcomes that are needed in the URD. Over time, as the financial situation stabilizes and if the feasibility for new development changes, different criteria can guide the next set of investments for Madras. Any project that the MRC invests in during the near-term should:

- **Generate tax increment.** The investment will generate more tax increment revenue than the public investment required.
 - **Support development on an underutilized or vacant site.** The investment represents a timely opportunity for investment on a previously underutilized site.
 - **Catalyze additional redevelopment.** The investment is likely to spur additional development on other sites that will not require public investment.”
- [Pg. 23, URAP, 2016]

Staff finds the total existing Real Market Value for the subject properties to be \$408,250 and the total existing Assessed Value to be \$351,380 and the proposed Real Market Value of the development to be \$1,405,000. The current Change Property Ratio (CPR) for FY 23-24 is .38443, which is low and changes annually. It’s for this reason that value of the proposed development and associated property taxes that will be paid as a result of the development are

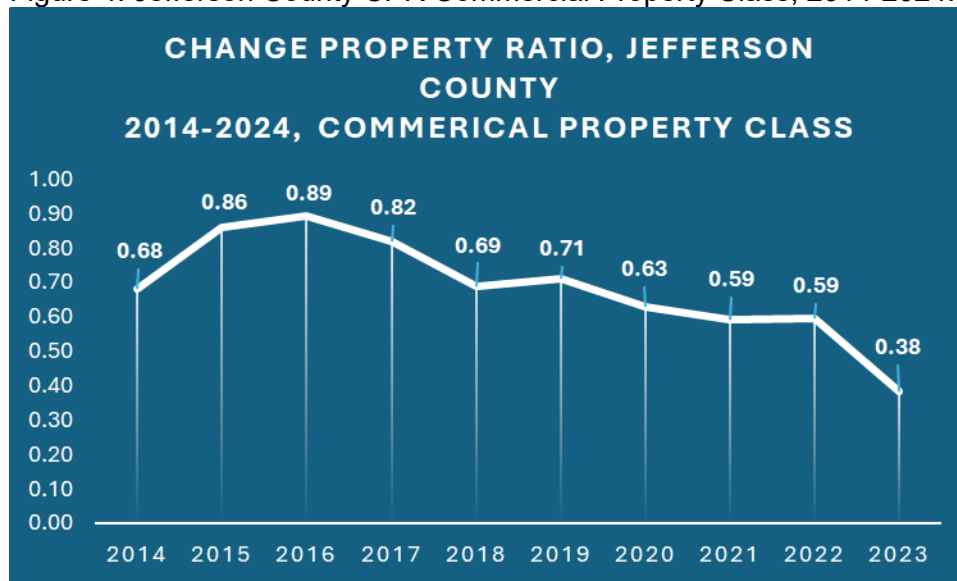
affected greatly by the CPR that is established annually by the Jefferson County Assessor. Staff notes that the Change Property Ratio (CPR) is the method in determining how new improvements to a property are assessed. Due to Ballot Measure 50 passed by the Oregon voters in 1997, the Real Market Value (RMV) of a property is multiplied by the Changed Property Ratio to determine the maximum amount of value that taxes for the new development are based on.

The purpose of the Changed Property Ratio (CPR) is to provide new property with the same benefit as existing property under Measure 50. The CPR is calculated every year by the County Assessor by dividing the average Maximum Assessed Value of all unchanged properties in a county by the average Real Market Value of all unchanged properties in a county in the same property classification (i.e. residential, commercial/industrial, multi-family, and rural) [1],[2].

For additional information on how the CPR is calculated and how it affects property tax assessment and revenues to taxing districts, click on the links in the footer of this page. The CPR for commercial property varies year to year. In Figure 4 below the variability of the CPR is shown between 2014 to 2024. It is noted that the CPR for 2023 is .38 for commercial property.

This means if someone built a new commercial development in 2023 valued at \$500,000, only \$190,000 ($500,000 \times .38 = 190,000$) of the value is taxable, and thereby subject to the MURD tax rate of \$15.0093. This is to say approximately 38% of the taxable value of a property is subject to the taxing district's tax rate. It is for this reason, the amount of grant funding for this project is comparatively low for a 7, 10, and 13 year ROI based on keeping the CPR constant over time (Table 3 below).

Figure 4. Jefferson County CPR Commercial Property Class, 2014-2024.



The applicant has proposed land and building improvements valued at \$1,405,000. The proposed development will generate tax increments for the MURD. Based on the assumptions that the MRC will refinance their Line of Credit into a bond in 2024 at 8% interest for a 20-year tax-exempt bond with a 2% financing fee, the proposed \$1,405,000 development requesting a \$30,000 grant from the MRC will produce a 13-year Return on Investment (ROI) with a .38 CPR being held constant. Again, staff notes the CPR changes annually but it is also not known how the CPR will change in future years. Therefore, the 13-year ROI is conservative. Below in Table 3, are 7, 10, and 13 year ROI options for MRC funding.

Table 1. Pre-Development Assessment Summary of Subject Properties, 6/14/24.

Property	RMV Imp.	Ex. Land RMV	Ex. Total AV
11-13-11DD-6600	\$ 449,970	\$ 206,650	\$ 270,170
11-13-11DD-6700	\$ -	\$ 18,240	\$ 7,340
11-13-11DD-6790	\$ -	\$ 7,950	\$ 3,200
11-13-11DD-6801	\$ -	\$ 59,950	\$ 24,160
11-13-11DD-7000	\$ -	\$ 115,460	\$ 46,510
TOTAL	\$ 449,970	\$ 408,250	\$ 351,380

Table 2. Development Details for Return-on-Investment Calculations.

Type of Improvement	Commercial/Industrial
RMV of Improvement	\$1,405,000
Existing Land RMV	\$408,250
Existing Total AV	\$351,380
Calculated: CPR	0.38443
Calculated: Net New AV	\$345,688

Table 3. Return-on-Investment Options.

ROI	MRC Investment Amount
7-years	\$13,000
10-years	\$20,000
13-years	\$30,000

Staff recognizes that the MRC is working on refinancing its Line of Credit into a 20-year tax exempt bond. As part of the consideration of funding for this project, the MRC can determine when funding becomes available to the applicant. For example, the MRC may specify that their funding is available within 30 days of Certificate of Occupancy (C of O) being issued or sometime thereafter.

A delayed payment of the grant funding will ease short-term capital access constraints while affording the MRC to allocate funding for this and other projects. Staff suggests that the MRC identify that any grant funding be issued to the applicant after C of O is issued but no sooner than February 1, 2025.

[1]

https://www.jacksoncountyor.gov/departments/assessor/taxes/tax_time/ratio_study_and_change_d_property_ratio.php

<https://www.hoodrivercounty.gov/changed-property-ratio>

FISCAL INFORMATION:

\$13,000-\$30,000 depending on MRC action. Funding would also become available based on MRC action.

SUPPORTING DOCUMENTATION:

See links in Overview in the Staff Report

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator, Kate Knop, Finance Director
Subject: **PUBLIC BUDGET HEARING FOR THE 2024-2025 APPROVED BUDGET**
The 2024-2025 Budget as approved by the Budget Committee.

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No motion needed, formal action by Resolution.

OVERVIEW:

After the budget committee approves the budget, the governing body publishes a summary of the budget (UR-1) and holds a public hearing. The public hearing encourages public participation.

STAFF ANALYSIS:

The 2024-2025 fiscal year budget is designed to achieve the goals of the Urban Renewal Plans by removing blight, incentivizing new development, improving business activity, providing housing on vacant land, and promoting Madras' overall economic health.

This year's MRC budget proposal has changed from biennial to fiscal year to be relevant and transparent. Moving forward to the 2024-2025 fiscal year, one of the challenges is that the city and MRC are evaluating the government's short and long-term debt financing and determining which types of debt are best for achieving the urban renewal plan goals. At a future meeting, staff will present options for the Commission to consider.

The Commercial District is over halfway through its investments of a maximum indebtedness as of June 30, 2023, \$8,270,730, leaving \$5,729,270 available of the \$14 million. The Housing District initially authorized \$39,100,000, and as of June 30, 2023, \$891,000 was used, leaving \$38,209,000 available.

The commission and council shall decide the type and level of government debt financing the MRC wishes to pursue. The type of short or long-term debt financing will determine the available funds for future grants and loans that meet the MRC's objectives.

FISCAL INFORMATION:

The public hearing provides information on the approved budget and proposed adopted budget resolution.

SUPPORTING DOCUMENTATION:

MRC Resolution No. 02-2024 and UR-1.

RESOLUTION NO. MRC 2024-02

A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND PROVIDING FOR THE DECLARATION OF TAX INCREMENT FOR BIENNIUM 2024-25 IN ACCORDANCE WITH ORS 294.456.

ADOPTING THE 2024-25 ANNUAL BUDGET

BE IT RESOLVED that the Board of Commissioners of the City of Madras, Madras Urban Renewal Agency hereby adopt the biennial budget for fiscal years 2024-25 in the total amount of \$6,379,662.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the budget period beginning July 1, 2024 for the following purposes:

GENERAL FUND

Materials & Services	51,533
Contingency	-
TOTAL - GENERAL FUND	51,533

MADRAS URBAN RENEWAL DISTRICT

Commercial Property Tax and Debt Service Fund	
Debt Service	928,200
Contingency	-
Commercial Project Fund	
Materials and Services	74,500
Special Payments	1,813,500
Contingency	
Commercial Revolving Loan Fund	
Special Payments	1,800,000
Contingency	133,977
TOTAL -MADRAS URBAN RENEWAL DISTRICT	4,750,177

HOUSING URBAN RENEWAL DISTRICT

Housing Property Tax and Debt Service Fund	
Debt Service	440,000
Contingency	
Housing Project Fund	
Materials & Services	16,942
Special Payments	360,000
Contingency	9,571
TOTAL - HOUSING DISTRICT	826,513

SUMMARY

Total Appropriation, All Funds	5,628,223
Total Unappropriated Amounts, All Funds	751,439
TOTAL ADOPTED BUDGET	6,379,662

RESOLUTION NO. MRC 2024-02
DECLARATION OF TAX INCREMENT

BE IT RESOLVED that the Board of Commissioners of the City of Madras Urban Renewal District hereby resolves to certify to the county assessor a request for the Urban Renewal Plan Areas for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

The above resolution statements were approved and declared adopted on this 25th day of June., 2024.

Gabriel Soliz, Board Chair

ATTEST:

Keli Pollock, City Recorder

FORM UR-1

NOTICE OF BUDGET HEARING

A meeting of the Madras Urban Renewal Agency will be held on June 25, 2024 at 5:30p.m. in the City of Madras Council Chambers. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024, as approved by the Madras Urban Renewal Agency Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Madras City Hall located at 125 S.W. "E" Street, Madras Oregon 97741 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday beginning Wednesday June 19, 2024. This budget was prepared on a basis of accounting that is consistent with the basis used during the preceding year. Major changes, if any and their effect on the budget are explained below. This budget is for a biennial period. Virtual Meeting details can be found on the City's Website. This notice is concurrently posted on the City's Website: www.ci.madras.or.us.

Contact: Kate Knop Telephone: 541.475.2344 Email: kknop@cityofmadras.us

FINANCIAL SUMMARY - RESOURCES			
Total of All Funds	Actual Biennial 2020-2022	Adopted Biennial Budget: 2022-2024	Approved Annual Budget 2024-2025
Beginning Fund Balance/Net Working Capital	841,547	399,461	543,936
Federal State & All Other Grants	-	-	-
Revenue from Bonds & Other Debt	1,914,501	6,660,000	4,290,000
Interfund Transfers	435,000	-	-
All Other Resources Except Division of Tax & Special Levy	1,375,525	211,900	201,744
Revenue from Division of Tax	1,301,902	2,020,986	1,343,982
Revenue from Special Levy	-	-	-
Total Resources	5,868,474	9,292,347	6,379,662

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	-	-	-
Materials & Services	276,672	350,556	142,975
Capital Outlay	-	-	-
Debt Service	2,370,014	1,800,200	1,368,200
Special Payments	2,298,231	6,310,180	3,973,500
Contingencies	4,549	348,690	143,548
All Other Expenditures and Requirements	-	-	-
Unappropriated Ending Fund Balance	919,008	482,721	751,439
Total Tax Requirements - add lines 9 through 16	5,868,474	9,292,347	6,379,662

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVANT EMPLOYEES (FTE) BY ORGANIZAITONAL UNIT OR PROGRAM*			
General Fund	45,064	80,064	98,528
FTE	-	-	-
Madras Urban Renewal District	4,825,411	7,961,835	5,393,712
FTE	-	-	-
Housing Urban Renewal District	997,999	1,250,448	887,422
FTE	-	-	-
Total Requirements	5,868,474	9,292,347	6,379,662
Total FTE	-	-	-

The 2024-2025 fiscal year budget is designed to achieve the goals of the Urban Renewal Plans by removing blight, incentivizing new development, improving business activity, providing housing on vacant land, and promoting Madras' overall economic health. This year's MRC budget proposal has changed from biennial to fiscal year to be relevant and transparent. Moving forward to the 2024-2025 fiscal year, one of the challenges is that the city and MRC are evaluating the government's short—and long-term debt financing and determining which types of debt are best for achieving the urban renewal plan goals. At a future meeting, staff will present options for the Commission to consider. The Commercial District is over halfway through its investments of a maximum indebtedness as of June 30, 2023, \$8,270,730, leaving \$5,729,270 available of the \$14 million. The Housing District initially authorized \$39,100,000, and as of June 30, 2023, \$891,000 was used, leaving \$38,209,000 available. Commissioner and council shall decide the type and level of government debt financing the MRC wishes to pursue. The type of short—or long-term debt financing will determine the available funds for future grants and loans that meet the MRC's objectives.

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1, 2024	Estimated Debt Authorized, but not Incurred July 1, 2024
General Obligation Bonds	0	0
Other Bonds	910,000	0
Other Borrowings	1,260,000	768,320
Total	2,170,000	768,320

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator, Kate Knop, Finance Director
Subject: **RESOLUTION NO. MRC 2024-02 ADOPT 2024-2025 BUDGET**
To adopt the 2024-2025 Budget as approved by the Budget Committee.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. MRC 2024-02

OVERVIEW:

Resolution No. MRC 2024-02 adopts the budget, makes appropriations, imposes taxes, and categorizes the taxes as provided in the approved budget.

STAFF ANALYSIS:

Approval of this resolution will conclude the budget development process for 2024-2025.

FISCAL INFORMATION:

This adopted budget will fund all Madras Urban Renewal Agency programs and operations in the fiscal year 2024-2025.

SUPPORTING DOCUMENTATION:

Resolution No. MRC 2024-02

RESOLUTION NO. MRC 2024-02

A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND PROVIDING FOR THE DECLARATION OF TAX INCREMENT FOR BIENNIUM 2024-25 IN ACCORDANCE WITH ORS 294.456.

ADOPTING THE 2024-25 ANNUAL BUDGET

BE IT RESOLVED that the Board of Commissioners of the City of Madras, Madras Urban Renewal Agency hereby adopt the biennial budget for fiscal years 2024-25 in the total amount of \$6,379,662.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the budget period beginning July 1, 2024 for the following purposes:

GENERAL FUND

Materials & Services	51,533
Contingency	-
TOTAL - GENERAL FUND	51,533

MADRAS URBAN RENEWAL DISTRICT

Commercial Property Tax and Debt Service Fund	
Debt Service	928,200
Contingency	-
Commercial Project Fund	
Materials and Services	74,500
Special Payments	1,813,500
Contingency	
Commercial Revolving Loan Fund	
Special Payments	1,800,000
Contingency	133,977
TOTAL -MADRAS URBAN RENEWAL DISTRICT	4,750,177

HOUSING URBAN RENEWAL DISTRICT

Housing Property Tax and Debt Service Fund	
Debt Service	440,000
Contingency	
Housing Project Fund	
Materials & Services	16,942
Special Payments	360,000
Contingency	9,571
TOTAL - HOUSING DISTRICT	826,513

SUMMARY

Total Appropriation, All Funds	5,628,223
Total Unappropriated Amounts, All Funds	751,439
TOTAL ADOPTED BUDGET	6,379,662

RESOLUTION NO. MRC 2024-02
DECLARATION OF TAX INCREMENT

BE IT RESOLVED that the Board of Commissioners of the City of Madras Urban Renewal District hereby resolves to certify to the county assessor a request for the Urban Renewal Plan Areas for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

The above resolution statements were approved and declared adopted on this 25th day of June., 2024.

Gabriel Soliz, Board Chair

ATTEST:

Keli Pollock, City Recorder

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: **RESOLUTION MRC 2024-03 (HURD Line of Credit)**
A resolution of the Urban Renewal Agency of the City of Madras acting by and through its Madras Redevelopment Commission authorizing and approving (a) an extension to a certain line of credit City of Madras secured from Bank of the Cascades (now operating as First Interstate Bank) for the Madras Housing Urban Renewal District, (b) maintain the interest rate on the line of credit, and (c) the board chair (and his or her designees) to take all necessary actions and sign all necessary documents, certificates, instruments, and/or agreements to effectuate the aforementioned.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. MRC 2024-03

OVERVIEW:

The MRC and City find it necessary to extend the maturity date of the loan to June 30, 2025; modify the interest rate to a variable rate set at Prime minus 1%; and confirm the loan amount of \$1,000,000.

STAFF ANALYSIS:

Resolution No. MRC 2024-03 authorizes the city to continue the Line of Credit on behalf of Madras Housing Urban Renewal District from First Interstate Bank in the amount of \$1,000,000.00 to cover expected expenditures from July 2024, through June 2025. An Internal Governmental Agreement was established between the City of Madras and the Housing Urban Renewal District to secure the line of credit on March 10, 2020. Original loan documents were completed effective May 1, 2020.

This extension is through June 30, 2025, modifies the interest rate to a variable rate set at Prime minus 1%; and confirms the loan amount of \$1,000,000 for the Housing District.

FISCAL INFORMATION:

The line of credit allows for the MRC to continue funding the HURD program.

SUPPORTING DOCUMENTATION:

Resolution No. MRC 2024-03

RESOLUTION NO. MRC 2024-03

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

WHEREAS, by Resolution No. MRC 2020-08, the Madras Urban Renewal Agency of the City of Madras (“Agency”), acting by and through its Madras Redevelopment Commission (“MRC”), authorized City of Madras (“City”) to secure a certain line of credit (the “Loan”) from First Interstate Bank (“Bank”) on behalf of the Agency for the Madras Housing and Urban Renewal District; and

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

WHEREAS, by Resolution No. MRC 2021-03, MRC authorized and approved (a) an extension of the Loan from April 30, 2021, to April 30, 2022, and (b) an adjustment to the interest rate on the Loan from a variable rate to a fixed rate of 2.75%; and (c) increased the amount to \$1,000,000; and

WHEREAS, by Resolution No. MRC 2022-04, MRC authorized and approved (a) an extension of the Loan from April 30, 2022, to April 30, 2023, and (b) an adjustment to the interest rate on the Loan from a variable rate to a fixed rate of 3.0%; (c) and confirmed the amount of \$1,000,000; and

WHEREAS, by Resolution No. MRC 2023-02, MRC authorized and approved (a) an extension of the Loan from April 30, 2023, to June 30, 2023, and (b) maintain the interest rate of the Loan; and (c) confirmed the amount of \$1,000,000; and

WHEREAS, by Resolution No. MRC 2023-06, MRC authorized and approved (a) an extension of the Loan from June 30, 2023, to June 30, 2024, and (b) modified the interest rate on the Loan from fixed rate of 3.0% to a variable rate of Prime minus 1%; and (c) confirmed the amount of \$1,000,000; and

WHEREAS, MRC desires to authorize and approve the following: (a) an extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate on the Loan of a variable rate of Prime minus 1%; and (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. MRC 2024-03 (this “Resolution”) and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension (individually and collectively, the “Loan Document(s)"); and (d) certain Agency representatives to take all actions necessary to effectuate the Loan extension , including, without limitation, signing and delivering the Loan Documents.

NOW, THEREFORE, the Madras Redevelopment Commission resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Loan Extension; Loan Documents. MRC authorizes and approves the following: (a) the extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain a variable interest rate of Prime minus 1%; and (c) MRC's share of Bank's loan modification fee, if any; and (d) the Loan Documents, provided, however, the Loan Documents will be subject to the review and approval of the city administrator and city attorney. MRC authorizes, approves, and directs Gabriel Soliz, as board chair, and his designees, acting individually and without further Agency approval and/or authorization, to take all actions and sign all documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and maintain the interest rate including, without limitation, signing and delivering the Loan Documents for and on behalf of the MRC.

3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Agreement. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the MRC to cure editorial and/or clerical errors.

ADOPTED by the Madras Redevelopment Commission and signed by the chair on this 25th day of June, 2024.

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

Gabriel Soliz, Chair

ATTEST:

Keli Pollock, City Recorder

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: June 25, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator, Kate Knop, Finance Director
Subject: **RESOLUTION NO. MRC 2024-04 (MURA Line of Credit)**
A resolution of the Urban Renewal Agency of the City of Madras acting by and through its Madras Redevelopment Commission authorizing and approving (a) an extension to a certain line of credit City of Madras secured from Bank of the Cascades (now operating as First Interstate Bank), (b) an adjustment to the interest rate on the line of credit, and (c) the board chair (and his or her designees) to take all necessary actions and sign all necessary documents, certificates, instruments, and/or agreements to effectuate the aforementioned.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. MRC 2024-04.

OVERVIEW:

The MRC and City find it necessary to extend the maturity date of the loan to June 30, 2025; maintain the interest rate of a variable rate of Prime minus 1%, floating; and confirm the loan amount of \$2,400,000.00 for the purposes of the revitalization of the downtown corridor. Based upon the objectives outlined in the Urban Renewal Plan, this funding mechanism allows the MRC to invest in projects that will generate increased Property Tax Revenue over time. Those revenues will be used to pay the interest-only payment for the Line of Credit for the near future, and future principal and interest payments as the district grows.

STAFF ANALYSIS:

Based on the budgeted expenditures for the fiscal year 2024-2025, it was determined that the Line of Credit should be continued to allow the Commissioners the flexibility to readily respond to needs within the community. The budget is conservative, showing the Line of Credit and Du Jour borrowing levels available, but not committed until a project is approved.

This method allows the greatest degree of transparency and flexibility. Since the City of Madras is the fiscal agent for the MRC, an IGA exists between the City of Madras and the Madras Redevelopment Commission.

FISCAL INFORMATION:

The line of credit allows for the MRC to continue funding the MURD program.

SUPPORTING DOCUMENTATION:

Resolution No. MRC 2024-04

RESOLUTION NO. MRC 2024-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF MADRAS ACTING BY AND THROUGH ITS MADRAS REDEVELOPMENT COMMISSION AUTHORIZING AND APPROVING (A) AN EXTENSION TO A CERTAIN LINE OF CREDIT CITY OF MADRAS SECURED FROM BANK OF THE CASCADES (NOW OPERATING AS FIRST INTERSTATE BANK), (B) AN ADJUSTMENT TO THE INTEREST RATE ON THE LINE OF CREDIT, AND (C) THE BOARD CHAIR (AND HIS OR HER DESIGNEES) TO TAKE ALL NECESSARY ACTIONS AND SIGN ALL NECESSARY DOCUMENTS, CERTIFICATES, INSTRUMENTS, AND/OR AGREEMENTS TO EFFECTUATE THE AFOREMENTIONED.

WHEREAS, City of Madras (“City”) and the Urban Renewal Agency of the City of Madras (“Agency”), acting by and through its Madras Redevelopment Commission (“MRC”), are parties to a certain Intergovernmental Agreement – Loan Servicing dated April 14, 2015, as amended (the “Agreement”), which Agreement concerns, among other things, the terms and conditions under which City secured a certain Line of Credit (the “Loan”) from Bank of the Cascades (now operating as First Interstate Bank (“Bank”) in an initial principal amount of \$500,000.00. The Loan was obtained to facilitate certain MRC redevelopment projects; and

WHEREAS, by Resolution No. MRC 2021-02, MRC authorized and approved (a) an extension of the Loan from April 30, 2021, to April 30, 2022, and (b) an adjustment to the interest rate on the Loan from a variable rate to a fixed rate of 2.75%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, by Resolution No. MRC 2022-03, MRC authorized and approved (a) an extension of the Loan from April 30, 2022, to April 30, 2023, and (b) an adjustment to the interest rate on the Loan from a fixed rate of 2.75% to a fixed rate of 3.0%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, by Resolution No. MRC 2023-01, MRC authorized and approved (a) an extension of the Loan from April 30, 2023, to June 30, 2023, and (b) maintaining a fixed interest rate of 3.0%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, by Resolution No. MRC 2023-05, MRC authorized and approved (a) an extension of the Loan from June 30, 2023, to June 30, 2024, and (b) modifying the interest rate of the Loan from a fixed rate of 3.0% to a prime rate of interest minus 1.0%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, MRC desires to authorize and approve the following: (a) an extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate of the prime rate of interest minus 1.0%; (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. MRC 2024-04 (this “Resolution”), and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and interest rate adjustment (individually and collectively, the “Loan Document(s)"); and (d) certain MRC representatives to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

NOW, THEREFORE, the Madras Redevelopment Commission resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Loan Extension; Loan Documents. MRC authorizes and approves the following: (a) the extension of the Loan from June 30, 2024, to June 30, 2025; (b) maintain the interest rate of the Loan of a prime rate of interest minus 1.0%; (c) MRC's share of Bank's loan modification fee, if any; and (d) the Loan Documents. MRC authorizes, approves, and directs Gabriel Soliz, as board chair, and his designees, acting individually and without further MRC approval and/or authorization, to take all actions and sign all documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents for and on behalf of MRC.

3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Agreement. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the MRC to cure editorial and/or clerical errors.

ADOPTED by the Madras Redevelopment Commission and signed by the chair on this 25th day of June, 2024.

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

Gabriel Soliz, Chair

ATTEST:

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **PUBLIC HEARING**
Budget Committee to approve receipt of State Revenue Funds for FY 2024-2025.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to accept State Revenue funds for Fiscal Year 2023-24.

OVERVIEW:

ORS 221.770 requires cities to pass a yearly resolution stating that they want to receive state revenue-sharing money and certify that the two required public hearings were held.

STAFF ANALYSIS:

State revenues from cigarettes, liquor, marijuana, highway, and state revenue-sharing funds are budgeted at \$1,037,000 for fiscal year 2024-2025. The General Fund receives the cigarette, liquor, and marijuana taxes, which total \$345,000. State revenue sharing and the highway gas tax total a budget of \$692,000 and are used in the Transportation Operations Fund. A public hearing is held on June 25, 2024. At the city council meeting, the second public hearing is scheduled for June 25, 2024.

FISCAL INFORMATION:

State revenue-sharing totaling \$1,037,000 from the State of Oregon.

SUPPORTING DOCUMENTATION:

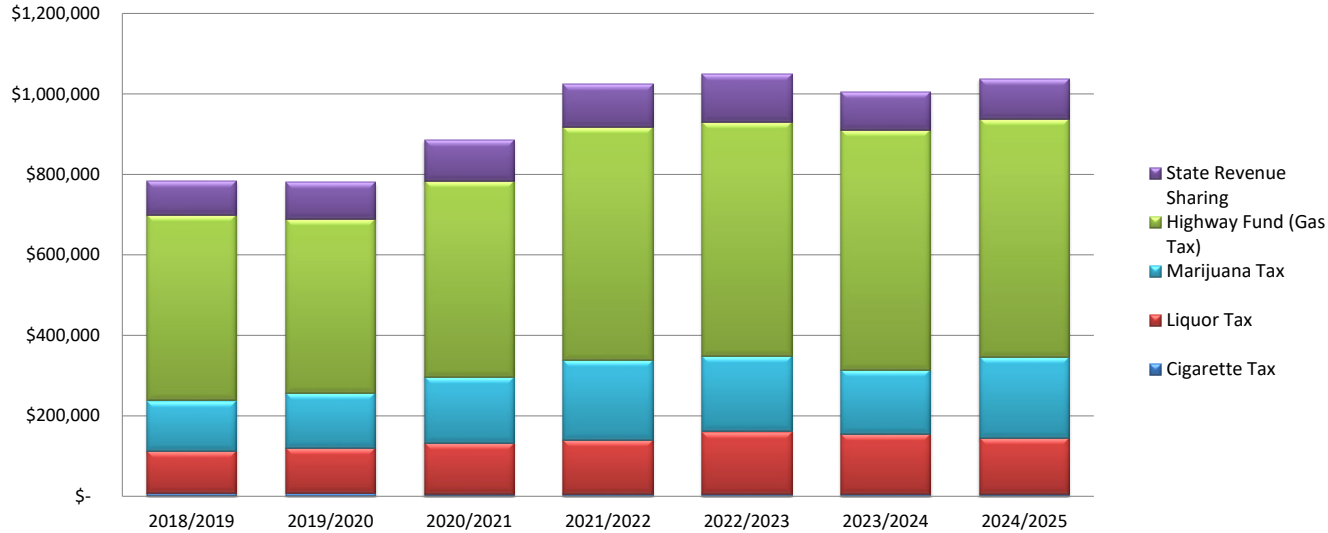
Summary of state revenue-sharing funds 2024-2025,

STRATEGIC GOAL:

N/A

State Revenue Sharing Funds

Fund	Description	Actual 2018/2019	Actual 2019/2020	Actual 2020/2021	Actual 2021/2022	Actual 2022/2023	Forecasted 2023/2024	Proposed Budget 2024/2025	Per ORS	Definition
General	Cigarette Tax	\$ 7,270	\$ 6,946	\$ 6,157	\$ 5,585	\$ 5,744	\$ 5,800	\$ 5,000	ORS 221.760	Due to the city being less than 100,000 population, the City automatically receives these funds without any prerequisites. The funds are disbursed based on per capita and local and state sales.
General	Liquor Tax	\$ 105,415	\$ 113,053	\$ 125,514	\$ 134,810	\$ 155,592	\$ 150,000	\$ 140,000		
General	Marijuana Tax	\$ 125,403	\$ 136,869	\$ 164,361	\$ 197,617	\$ 186,488	\$ 158,000	\$ 200,000		
TOF	Highway Fund (Gas Tax)	\$ 461,977	\$ 432,134	\$ 487,832	\$ 580,363	\$ 582,142	\$ 596,633	\$ 592,000		
TOF	State Revenue Sharing	\$ 84,432	\$ 91,320	\$ 101,538	\$ 105,619	\$ 120,387	\$ 95,000	\$ 100,000	ORS 221.770	Apportionment is based on quarterly payments of liquor revenues to cities. This is separate from the Liquor taxed derived per ORS 221.760. This calculation is based on population and the level of liquor sales sold per capita of state and city income per capita.
Grand Total		\$ 784,497	\$ 780,322	\$ 885,402	\$ 1,023,994	\$ 1,050,353	\$ 1,005,433	\$ 1,037,000		
<i>Dollar increase from PY</i>		<i>\$ 111,422</i>	<i>\$ (4,175)</i>	<i>\$ 105,080</i>	<i>\$ 243,672</i>	<i>\$ 164,951</i>	<i>\$ (44,920)</i>	<i>\$ 31,567</i>		
<i>Percent of increase from PY</i>		<i>16.6%</i>	<i>-0.5%</i>	<i>13.5%</i>	<i>31.2%</i>	<i>18.6%</i>	<i>-4.3%</i>	<i>3.1%</i>		



RESOLUTION NO. 12-2024

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

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

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

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

SECTION 1: Pursuant to ORS 221.770, the City hereby elects to receive State revenues for fiscal year 2024-25.

SECTION 2: This resolution shall become effective on July 1, 2024.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor on this 25th day of June 2024.

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

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on June 25th, 2024, and a public hearing before the City Council on June 25th, 2024, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Will Ibershof, City Administrator

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Keli Pollock, City Recorder

Through: Tim Plummer, Police Chief

Subject: **LIQUOR LICENSE**
Pry&T, LLC d.b.a. Busy Bee

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the liquor license for Pry&T, LLC d.b.a. Busy Bee

OVERVIEW:

Pry&T, LLC d.b.a. Busy Bee has applied for a liquor license to sell alcohol from their establishment. As part of the normal business practice, Madras Police Department has performed a background investigation on this business and recommended approval.

STAFF ANALYSIS:

This is an established business in Madras undergoing a change of ownership. After review, staff recommends that Council approve this license to be granted.

FISCAL INFORMATION:

The City of Madras receives funds for the new liquor license application.

SUPPORTING DOCUMENTATION:

Application and staff approval

STRATEGIC GOAL:

N/A



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city’s limits, the local government is the city.
 - If the premises street address is not within a city’s limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have WRITTEN documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission to:** OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not include any license fees with your application packet (fees will be collected at a later time).**
When it’s time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet**: The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership**: The request to completely change the licensee of record at a licensed business.
- **Greater Privilege**: The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege**: The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of “applicant” and “licensee” and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the [Authorized Representative Form](#) designating a person/entity to act on your behalf and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

New Outlet | Change of Ownership | Greater Privilege | Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

MADRAS, OR

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- Recommend this license be granted
- Recommend this license be denied
- No Recommendation/Neutral

Jim Plummer 05/21/29
Printed Name Date

[Signature]
Signature

Busy Bee

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: Pry&T, LLC	Name of entity or individual applicant #2: Sejal Kumar
Name of entity or individual applicant #3: Ashwani Kumar	Name of entity or individual applicant #4: Pryanshu Kumar Ansal

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): Busy Bee		
Premises street address (The physical location of the business and where the liquor license will be posted): 480 SW 4th Street		
City: Madras	Zip Code: 97741	County: Jefferson
Business phone number: 541-475-7162	Business email:	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): 1515 NE 3rd Street		
City: Bend	State: Oregon	Zip Code: 97701
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.	
Application Contact Name: Ashwani Kumar	
Phone number: [REDACTED]	Email: [REDACTED]

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

Busy Bee

LIQUOR LICENSE APPLICATION

Busy Bee





Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OLCC 845-006-0362 and attests that:
 1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
 2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Pryanshu Kumar Ansal		05/17/24
Applicant name	Signature	Date
Sejal Kumar		05/17/24
Applicant name	Signature	Date
Ashwani Kumar		05/17/24
Applicant name	Signature	Date
Tanish Kumar Ansal		05/17/24
Applicant name	Signature	Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, June 27, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:12 pm.

II. Roll Call

Council:

Mayor Mike Lepin

Councilors Seibold, Soliz, Spencer, Townsend, Yoder, and Walker

Staff:

Interim City Administrator Christy Wurster

Police Chief Tim Plummer

Community Development Director Nick Snead

Finance Director Kristal Hughes

HR & Administrative Director Charo Miller

Public Works Manager Michele Quinn

Visitors in Person:

Anthony Lnasing

Cassandra Chapman

John Heath

Jaquaida Howtopat

Laurie Sensibaugh

Richard & Cheryl Ladeby

Judy Barker

Karen McCarthy

Sue Rahi

Barbara Boedigheimer

Evelyn Rehwalt

Amber Bernard

Bren Foster

Steve Leriche

Tracy Berg

Jeff Rasmussen

Trei Ingram

Annette Jim

Jan Forrester

Melisa Hershberger

Clifford Reynolds

Eilene McGill

Stacy B.

Pat Abernathy

Beckie Moran

Ray Pokorony

Adam & Posieden Rubio

Visitors on Zoom:

City Attorney Jeremy Green
Beth Goodman, EcoNW
Auditors with Singer Lewak

III. Public Comments (please limit to 3 minutes)

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

Public comments were mainly focused on the proposed homeless ordinance. Various community members spoke on their concerns from the perspective of advocating for homeless individuals. The discussion highlighted issues of safety, trash, and the feasibility of the homeless community being regularly moved from 7 AM to 7 PM. Comments were received from multiple perspectives demonstrating the community's divided stance on the issue.

IV. Amend or Accept Regular Agenda

- 1. Ordinance No. 976 was moved to the top of the regular agenda as item no. 1.**
- 2. Item no. 2 Oak Street Dedication and item no. 19 the appointment of an interim Public Works Director were removed.**
- 3. Remove item no. 3 from the Consent Agenda.**
- 4. Item no. 17, the agreement with Prothman Company, was moved to the consent agenda.**

Motion:	To accept the amended regular agenda		
Moved:	Seibold		
Seconded:	Soliz		
Ayes:	Seibold, Soliz, Spencer, Holcomb, Yoder, Walker		
Absences:	None	Nays: 0	Absent: 0 Recused: 0
Passed:	6/0		

V. City Council Consent Agenda

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

- 1. Capital Expenditures May 2023
- 2. City Council Work Session Minutes - June 12, 2023
- ~~3. City Council Meeting Minutes – June 13, 2023~~
- 4. Agreement With Prothman Company for City Administrator Recruitment

Motion:	To accept the consent agenda with amended changes.		
Moved:	Holcomb		
Seconded:	Soliz		
Ayes:	Seibold, Soliz, Spencer, Holcomb, Yoder, Walker		
Absences:	None	Nays: 0	Absent: 0 Recused: 0
Passed:	6/0		

VI. Public Hearing(s)

- 1. Budget Hearing - Election to Receive State Revenues**
 - A. Mayor Opens Hearing**
Mayor Lepin opened the hearing at 6:53pm.
 - B. Staff Report by Kristal Hughes, Finance Director**
Director Hughes delivered her staff report.
 - C. Comments from the Public**

There were no comments.

D. Council Deliberations, Questions, and/or Comments

Council had no questions or comments.

E. Mayor Closes Hearing

Mayor Lepin closed the hearing at 6:54pm.

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

2. Budget Hearing - To Approve 2023-24 Budget

A. Mayor Opens Hearing

Mayor Lepin opened the hearing at 6:54 pm.

B. Staff Report by Kristal Hughes, Finance Director

Director Hughes delivered her staff report.

C. Comments from the Public

There were no comments.

D. Council Deliberations, Questions, and/or Comments

Council had no questions or comments.

E. Mayor Closes Hearing

Mayor Lepin closed the hearing at 6:55 pm.

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

3. City of Madras Housing Capacity Analysis and Comprehensive Plan Update

A. Mayor Opens Public Hearing

Mayor Lepin opened the hearing at 6:55pm.

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

There were no declarations of conflicts of interest.

C. Staff Report / Applicant Testimony

Nick Snead, joined by Beth Goodman via Zoom, presented updates on the Housing Capacity Analysis. The analysis included evaluations on housing needs and future growth, showing that the current land capacity was sufficient to accommodate projected growth.

D. Public Testimony

A resident raised concerns about water availability in Madras, questioning if there's enough wa for agricultural needs and future residential development. The speaker emphasized the importance of considering water availability in city planning and development decisions.

E. Staff Comments

Nick Snead clarified that while the comprehensive plan does not directly address municipal water, the city's wastewater master plan, updated 4-5 years ago, includes provisions for domestic water needs over the next 20 years.

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

Motion:	I move that the City Council to approve the proposed Comprehensive Plan amendments as presented and direct staff to prepare the necessary adopting ordinance for Council consideration.			
Moved:	Soliz			
Seconded:	Spencer			
Ayes:	Seibold, Soliz, Spencer, Holcomb, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused:
Passed:				

VII. Visitor Presentation(s)/Proclamations

1. City of Madras Audit FYE June 2022

Representatives Brad Aye and Kathy Wilson from the auditing firm presented the audit results for the year ending June 2022. The city received an unmodified (clean) opinion, indicating that the financial statements fairly presented the city's financial position. Key financial highlights and details on long-term obligations, such as governmental and business-type debt, were discussed.

VIII. Regular Agenda

1. Ordinance No. 976 Establishing Camping Regulations and Camp Site Removal Policy

A. Opportunity for public to present questions and/or comments.

Numerous public comments were received, both for and against the enforcement of potential camping regulations. public comments reflected diverse perspectives and concerns. Julie Quaid emphasized the historical significance of the land and advocated for a reconsideration of the ordinance to support the houseless community. She highlighted community efforts and urged inclusive decision-making involving impacted populations. Cassandra Chapman echoed these sentiments, stressing the importance of stability for houseless individuals and the supportive community they have built. Tim Segura, a new resident, sought clarification on city support for ministries assisting the houseless and proposed nuanced approaches within the ordinance. Overall, the public comments underscored a call for thoughtful, compassionate solutions to address homelessness in Madras.

B. Motion to read Ordinance by title only.

Motion:	To read Ordinance No. 976 by title only.			
Moved:	Seibold			
Seconded:	Holcomb			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

C. City Attorney or their designee will read Ordinance by title only.

City Attorney Green read Ordinance No. 975 by title only.

D. Opportunity for Council to present questions and/or comments.

The council engaged in an extensive discussion period on the proposed ordinance, focusing on its impact on the homeless community. Councilor Walker expressed concerns about enabling certain behaviors while acknowledging the positive impact of local ministries. Chief Plummer highlighted the challenges faced by other cities with similar ordinances and affirmed law enforcement's readiness to support any regulations adopted by the council. Councilor Townsend raised questions about state laws affecting local ordinances, seeking clarity on the city's obligations and flexibility. City attorney Jeremy clarified the legal context and emphasized the need for reasonable regulations under Oregon law. Councilors Yoder and Spencer discussed the practicalities of enforcing the ordinance and the necessity for flexibility to adjust policies based on future outcomes. They stressed the importance of balancing public safety with compassionate support for the houseless population. Councilor Soliz underscored the complexity of the issue and the need for community input and flexibility in refining the ordinance over time. Mayor Lepin shared personal experiences and emphasized the council's goal of finding a balance between accountability and compassion. Councilor Seibold highlighted the ordinance as a living document that allows for adjustments based on feedback and outcomes, emphasizing the city's desire to avoid the pitfalls seen in other municipalities. Overall, the deliberations focused on navigating the legal requirements, ensuring community safety, and providing support for vulnerable populations while avoiding unintended consequences.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	That Council approve and adopt Ordinance No. 976.			
----------------	---	--	--	--

Moved:	Spencer			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Yoder			
Nays:	Holcomb, Walker			
Absences:	N/A	Nays: 2	Absent: 0	Recused: 0
Passed:	4/2			

F. City Recorder takes a roll call vote.

Director Miller took a roll call vote. Ordinance No. 976 passed by majority.

2. Airport Fixed Based Operator Services Agreement

Airport Manager Ables provided background information regarding the airport's Fixed Base Operator (FBO) service agreement. Staff had been seeking a provider to deliver FBO services, but only received one applicant, who was unable to meet the contract terms. Current FBO services face potential impacts with the expiring contract on July 1, 2023. Temporary service providers approached were unwilling or unable to assist, but Berg Air agreed to continue for another year under an amended agreement generating additional revenue through hangar rentals.

Councilor Yoder inquired about a recent email concerning financial benefits from previous considerations. Derek confirmed it would bring in revenue but also pointed out concerns about fuel pricing and uncertainties.

Councilor Holcomb and Seibold both expressed their support for the extension, thanking BergAir for being agreeable to a one-year extension.

Motion:	To approve the extension of Berg Air LLC to provide FBO services for 1 year.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

3. Olive Street Deed of Dedication

Public Works Office Coordinator Quinn explained that staff had received an application for the Olive Street Mini Storage facility. As a condition of approval of the site plan for the Olive Street Mini Storage, the applicant, 20186WY-83, LLC, was to dedicate right of way for future Olive Street construction. The attached Deed of Dedication fulfills the requirements of the land use application by dedicating the agreed upon ROW. The addition of this right of way provides the city the needed property for future construction of Olive Street.

Motion:	Council authorize the Mayor to sign, the Deed of Dedication for Public Right-of-Way (ROW) for the westerly 12.50 feet of lands described in deed document 2020-4757.			
Moved:	Spencer			
Seconded:	Walker			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

4. Resolution xx-2024 Adopt 2024-2025 Budget

Director Hughes explained that Resolution No. 11-2023 adopts the budget, makes appropriations, imposes taxes, and categorizes the taxes as provided in the approved budget.

Motion:	Motion to approve Resolution No. 11-2023.			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

For clarification, they re-read the motion to include the full Resolution title.

Motion:	Motion to approve Resolution No. 11-2023: A RESOLUTION ADOPTING THE 2023-2024 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.			
Moved:	Soliz			
Seconded:	Holcomb			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

5. Resolution 12-2023 State Revenue Sharing Funds

Director Hughes stated that this is the formal action that receives the State Revenue sharing from the State of Oregon.

Motion:	Motion to approve Resolution No 12-2023 A RESOLUTION OF THE CITY OF MADRAS DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES.			
----------------	---	--	--	--

Moved:	Soliz			
Seconded:	Spencer			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

6. Resolution 13-2023 Abolishing Funds

Director Hughes stated that the budget for FY 2023-24 was passed by the Budget Committee and City Council eliminating the Parks Fund, Community Development Fund and ISF – Central Services Fund. She explained that the city abolished three funds during the budget process and is formalizing this action by resolution.

Motion:	Motion to approve No. Resolution 13-2023 A RESOLUTION ABOLISHING THE PARKS FUND, COMMUNITY DEVELOPMENT FUND, AND INTERNAL SERVICE FUND - CENTRAL SERVICES AND IDENTIFYING WHERE THE UNEXPENDED OR UNOBLIGATED BALANCE WILL BE TRANSFERRED WHEN THE FUND IS ABOLISHED AND SETTING A REVIEW DATE FOR THE GENERAL FUND NO LATER THAN JUNE 2033			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

7. Resolution 14-2023 Line of Credit MURD Extension

Director Hughes explained that the MRC and City find it necessary to extend the maturity date of the loan to June 30, 2024; modify the interest rate from a 3.0% fixed rate to a variable rate of Prime minus 1%, floating; and confirm the loan amount of \$1,900,000.00 for the purposes of the revitalization of the downtown corridor. Based upon the objectives outlined in the Urban Renewal Plan, this funding mechanism allows the MRC to invest in projects that will generate increased Property Tax Revenue over time. Those revenues will be used to pay the interest-only payment for the Line of Credit for the near future, and future principal and interest payments as the District grows.

Motion:	That Council approve Resolution 14-2023: A RESOLUTION OF CITY OF MADRAS AUTHORIZING AND APPROVING (A) AN EXTENSION TO A CERTAIN LINE OF CREDIT CITY SECURED FROM BANK OF THE CASCADES (NOW OPERATING AS FIRST INTERSTATE BANK), (B) AN ADJUSTMENT TO THE INTEREST RATE ON THE LINE OF CREDIT, AND (C) CERTAIN CITY REPRESENTATIVES TO TAKE ALL NECESSARY ACTIONS AND SIGN ALL NECESSARY DOCUMENTS, CERTIFICATES, INSTRUMENTS, AND/OR AGREEMENTS TO EFFECTUATE THE AFOREMENTIONED.			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

8. Resolution 15-2023 Line of Credit HURD Extension

Director Hughes explained that Resolution 15-2023 extends the maturity date to June 30, 2024; modifies the interest rate to a variable rate set at Prime minus 1%; and confirms the loan amount of \$1,000,000 for the Housing District.

Motion:	That Council approve Resolution No. 15-2023.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

9. Ordinance No. 977 Amending Madras Municipal Code Chapter 12.45 to Update Procedures for Adoption and Revision of Public Improvement Design and Construction Standards; Adopting Amended and Restated Public Improvement Design and Construction Standards

A. Opportunity for public to present questions and/or comments.

There was no public comment.

B. Motion to read Ordinance by title only.

Motion:	To read Ordinance No. 977 by title only.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

C. City Attorney or their designee will read Ordinance by title only.

City Attorney Green read Ordinance No. 977 by title only.

D. Opportunity for Council to present questions and/or comments.

Councilor Holcomb raised a question about the role of technical changes. Director Snead clarified yes, the intention is to allow the Administrator to make technical changes, not policy changes.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	That Council approve and adopt Ordinance No. 977.			
Moved:	Holcomb			
Seconded:	Walker			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

F. Director Miller takes a roll call vote.

Director Miller took a roll call vote. Ordinance No. 977 passed unanimously.

10. Ordinance No. 978 Amending Madras Municipal Code Chapter 1.05 and Adding Chapter 2.30 to Establish Uniform Code Enforcement Procedures

A. Opportunity for public to present questions and/or comments.

There were no public comments.

B. Motion to read Ordinance by title only.

Motion:	To read Ordinance No. 978 by title only.			
Moved:	Seibold			
Seconded:	Holcomb			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			

Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

C. City Attorney or their designee will read Ordinance by title only.

City Attorney Green read Ordinance No. 978 by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments by Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	That Council approve and adopt Ordinance No. 978.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

F. Director Miller takes a roll call vote.

Director Miller took a roll call vote. Ordinance No. 978 passed unanimously.

11. Ordinance No. 979 Amending Madras Municipal Code Chapter 8.15; Updating Nuisance and Derelict Building Provisions and Procedures

A. Opportunity for public to present questions and/or comments.

There were no public comments.

B. Motion to read Ordinance by title only.

Motion:	To read Ordinance No. 979 by title only.			
Moved:	Seibold			
Seconded:	Holcomb			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

C. City Attorney or their designee will read Ordinance by title only.

City Attorney Green read Ordinance No. 979 by title only.

D. Opportunity for Council to present questions and/or comments.

Councilor Soliz asked if this references the percentage fee in the prior meeting. Director Snead said this does not reference the fees for Code Enforcement.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	That Council approve and adopt Ordinance No. 979.			
Moved:	Spencer			
Seconded:	Walker			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	N/A	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

F. Director Miller takes a roll call vote.

Director Miller took a roll call vote. Ordinance No. 979 passed unanimously.

12. Audit FYE June 2022

Director Hughes explained this is the formal action to approve the audit ending June, 2022.

Motion:	To approve the 2021-2022 audit as presented.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

13. City Vouchers - May 2023

Kristal Hughes, Finance Director

Director Hughes presented the vouchers posted for the City in the month of May 2023.

Councilor Walker recused himself as he may have provided goods or services to the City.

Motion:	That Council approve the May 2023 City vouchers as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder			
Absences:	0	Nays: 0	Absent: 0	Recused: 1
Passed:	5/0			

14. Year-to-date Financial Update - May 2023

Director Hughes provided a financial update illustrating a stable financial status with property tax increases benefiting the city.

There was no motion or action taken.

15. American Pipeline Solutions Procurement

Public Works Office Coordinator Quinn stated that staff brought the contract for approval to the Council during the June 13th, meeting for approval. Staff has had several conversations with the funding agent for this project (CDBG). To meet all of the state and federal guidelines for procurement, we would need a legal opinion from our legal counsel. Staff met with legal counsel to discuss the process. It was determined to go through the sole source process, we did not have the time needed for legal counsel to provide the needed research and resolution before the project is scheduled to take place. Legal counsel advised that staff go through the procurement process and request quotes. Staff has completed this process and will need to have the mayor execute a new contract with the dates reflecting approval.

Motion:	That Council approve the service contract with American Pipeline Solutions for the Water Distribution Line Replacement Project in the amount of \$35,301.00 not to exceed the total project amount of \$ 40,000.00			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

16. Position Profile for City Administrator Recruitment

Charo Miller, HR & Administrative Director

Director Miller led the discussion on the position profile for the city administrator recruitment which was comprehensive and reflective of various councilors' perspectives. Councilor Townsend raised a point about the language in the profile, questioning the use of "family-friendly community" due to its potential exclusivity. This prompted a clarification from consultant Steve Worthington, emphasizing that this descriptor aims to define the community rather than set a hiring criterion. Councilor Spencer supported retaining "family-friendly" as integral to the city's identity. The conversation shifted to community amenities, with Councilor Townsend suggesting inclusion of the Central Oregon Trail Alliance.

The discussion then turned to educational requirements and experience for the ideal candidate. Councilor Soliz proposed flexibility in substituting years of experience for a master's degree, reflecting common practice. Steve Worthington with Protman, noted the standard qualifications for city administrators, suggesting that while a master's degree is typical, extensive experience could compensate. This led to adjustments in the profile to reflect preferred rather than mandatory requirements for senior leadership experience.

Later, the focus moved to salary considerations. Charo Miller presented a competitive analysis comparing Madras with neighboring cities, highlighting challenges in salary benchmarking due to varying organizational structures and staffing levels. Councilor Soliz expressed disappointment with the salary consultant's data and suggested exploring other consultancy options via an RFP to ensure transparency and competitiveness in future recruitments. The council debated salary grades, with Councilor Seibold proposing aligning the city administrator's salary (Step 35) to ensure competitive compensation and attract suitable candidates. Councilors expressed cautious optimism about finding a balance between budget constraints and competitive pay to secure the right talent for Madras. Ultimately, after reviewing various perspectives, the council reached a consensus around Step 35 for the city administrator's salary, aiming to attract qualified candidates while maintaining fiscal responsibility.

Motion:	I move that the council approve the knowledge, skills, abilities, and qualifications presented for the City administrator recruitment position profile with all amendments including step 35 and previously discussed language changes.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

17. Confirm and Appoint Chief of Police

The City of Madras has been searching for the most appropriate person to fill the position of Police Chief since the position became vacant in early November, 2022. Beginning in January 2023, a round of interviews for the Chief's position were held and none was ultimately selected for the position. A second round of Chief interviews were conducted in mid-February, which provided two candidates selected to be screened by department law enforcement background investigators. The next step in the recruitment was for the Council to receive feedback from the public and staff regarding each candidate and for the candidates to be interviewed by the Council for further consideration. The Council met one last time in a special session to review the public and staff comments and also to review results from all interview scoring and discussions and determined Tim Plummer would move forward with the recruitment process.

Tim has now successfully completed the necessary background, medical and psychological evaluations which allow him to be sworn in as a working police chief. Per the City Charter, the Council must confirm and the Mayor must appoint Timothy Plummer to the Police Chief position. Once this is done, he can be sworn in. His official Swear-In Ceremony will be held on June 30th at noon in Council Chambers.

Motion:	"I make a motion to confirm and appoint Timothy Plummer as Madras Police Department Chief effective June 30, 2023			
Moved:	Walker			
Seconded:	Spencer			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

IX. Department Reports / Committee Updates

Police Department: Chief Plummer reported that two new hires expected to complete background checks by Friday, with one being a lateral transfer and the other a new recruit. Planning to group three hires into the same DPSST class in November for team building. Positive feedback on new RMS flex dispatch system and upcoming training sessions with county officials. Successful transition to new CAD system integrating with report writing, e-citations, e-crash forms, and evidence collection.

Finance: Director Hughes had nothing to report.

Community Development: Director Snead had nothing to report.

Public Works: Manager Quinn reported on chip sealing works and ongoing projects including key presentations by ODOT.

Airport: Manager Ables reported routine maintenance activities including grass cutting, FBO cleanup, and hangar organization. Potential plans for T-hangar construction to increase revenue. Discussion on roof repairs, leasing policy development, and damaged taxiway lights.

HR & Administration: Director Miller acknowledgment of the progress in filling police department vacancies, nearing full staff capacity. Gratitude for council support and community patience during the staffing challenges.

City Administrator: Interim Administrator Wurster reported review and update needed for contract records management. Mentioned League of Oregon City training and upcoming

meetings with the governor's regional solutions representative. Commendation for minimal adjustments from auditors and successful budget realignment efforts. Plans for summer activities and timeline for hiring consultant candidates.

Legal: City Attorney Green had nothing to report.

X. Adjourn Council Meeting

Meeting adjourned at 9:43 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, July 25, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:48 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Councilors Townsend and Spencer were excused.

Staff:

Interim City Administrator Christy Wurster

Chief of Police Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Jamie Hurd

Steve Worthington

Andrea Breault, CET

Visitors on Zoom:

Community Development Associate Fatima Taha

III. Amend or Accept Regular Agenda

Move item 11 to item 1.

Add item 13 - Approve Capital Improvement Project data sheets for 2024-2028 airport improvements.

Amend item 2 to accept the revised Public Works Manager job description.

Motion:	I move to accept the agenda as amended.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

IV. City Council Consent Agenda

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

1. City Council Meeting Minutes - May 23, 2023
2. City Council Meeting Minutes - June 13, 2023
3. Approve Liquor License for Great Earth Cafe & Market
5. Authorization for Interim City Administrator to Hire Temporary Personnel

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

V. Public Comments (please limit to 3 minutes)

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

There was no public comment.

VI. Visitor Presentation(s)/Proclamations

1. Update on the City Administrator Recruitment by Steve Worthington with Prothman

Steve Worthington with Prothman was scheduled to present but had to attend another meeting and offered to join around 8 PM. Council consented to push his presentation to later if time allowed or receive a report from an alternate if necessary.

Interim Administrator Wurster provided an in depth overview of the recruitment process and informed Council on what they can expect next.

VII. Regular Agenda

1. Resolution No. 16-2023 Authorizing the City to Apply for Clean Water State Revolving Planning Loan / Grant Funds

Michele Quinn presented the resolution, outlining the need for an industrial pretreatment program for wastewater. The council discussed the necessity and benefits of the grant for the city's industrial area.

Motion:	I move that the Mayor sign on behalf of the City for Resolution No. 16-2023, authorizing the city to apply for Clean Water State Revolving Planning Loan/Grant Funds for the City of Madras industrial pretreatment program in the amount of \$100,000.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

2. Resolution No. 17-2023 Adding an Approved Position to the City's Salary Schedule

Director Miller introduced the resolution to add a new Public Works Manager position to the city's salary schedule. The council discussed the clarity of job descriptions and ensuring they abide by Oregon law.

Motion:	I move the Council approve Resolution No. 17-2023, a resolution approving			
----------------	---	--	--	--

	adding a position to the city's salary schedule.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

3. Ordinance No. 980 Adopting the 2023-2043 Housing Capacity Analysis and Amending the Housing Element of the Madras Comprehensive Plan

The recent housing capacity analysis was discussed, which necessitated amendments to the comprehensive plan.

A. Opportunity for public to present questions and/or comments.

There were no public comments.

B. Motion to read Ordinance by title only.

Motion:	I move that we read ordinance by title only.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

C. City Attorney or their designer will read Ordinance by title only.

Attorney Green read Ordinance by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments by Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move to approve and adopt Ordinance No. 980.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

F. City Recorder takes a roll call vote.

Recorder Pollock took a roll call vote. Motion passed unanimously.

4. Assumption of BLRB Contract by SAJ Architects for Madras Homeless Service Center

Michelle Quinn addresses the dissolution of BLRB, an architecture firm previously contracted for a homeless service center project. Michele Quinn informs the council that BLRB notified them in early June of their dissolution. Subsequently, SAJ Architects, formed by two former BLRB partners, expressed interest in taking over the contract. Michele notes that SAJ Architects has been involved with the project from the start and is familiar with it.

Michele mentions that an agreement has been reached with SAJ Architects to assume the remainder of the contract, pending council approval. Councilor Soliz asks whether it is legally permissible to approve this contract transfer or if a rebid is necessary. City Attorney, Jeremy Green, responds that it is more of a business decision, given that the key personnel from BLRB are now part of SAJ Architects, ensuring continuity and minimal disruption.

Councilor Soliz also inquires about any financial or project impacts. Michele reassures him that there are no financial implications or interruptions, and the transition has already been seamless since SAJ Architects has been working with them since late June. She adds that SAJ Architects has provided better communication and responsiveness.

Motion:	I move that the council approve the mayor to sign the assumption agreement with SAJ Architects for the remaining contract for the homeless service center project design, and authorize the City Administrator to execute change orders.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

5. City of Madras Safety Deposit Box Updates

Rose Vanderschaegen, Senior Account Analyst

Interim Finance Director Rose Vanderschaegen discussed the need to update the authorized users of the city's safety deposit boxes, removing former employees and adding current key staff members. The council briefly discussed the content stored in these boxes and the process.

Motion:	I move that the council authorize First Interstate Bank to make the approved changes as outlined to the list of authorized users.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

6. City Vouchers - June 2023

Rose Vanderschaegen, Senior Account Analyst

Interim Finance Director Vanderschaegen presented the vouchers for June 2023, detailing the expenditures and the most significant payments. Councilor Walker recused himself due to potential conflicts of interest.

Motion:	I move that the council approve the June 2023 City vouchers as submitted.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Yoder			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 1 Walker
Passed:	3/0			

7. Amendment No. 2 to Purchased Transit Services Agreement between the City of Madras and Central Oregon Intergovernmental Council for Cascade East Transit (CET).

Director Snead summarized the request for an increased one-year extension for transit services provided by Cascade East Transit. Andrea Breault from CET presented additional support data and statistics.

Motion:	I move that the City Council approve amendment number 2 to the purchased transit services agreement.			
Moved:	Yoder			
Seconded:	Soliz			

Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

8. Council Approval of City Administrator Job Description

Director Miller stated the primary focus is on approving the updated job description for the City Administrator position. Director Miller explains that the previous job description was outdated and needed revisions, prompting its removal from the job posting for updates. The revised job description is now presented to the council for approval.

Councilor Soliz appreciates the improvements made to the abilities section, noting the better readability achieved by converting the text into bullet points. However, he suggests incorporating some language from the old job description into the knowledge and skills section of the new one. Soliz emphasizes that specific technical skills from the old description should be retained and reformatted similarly to the new content.

Director Miller agrees to blend the old and new descriptions, ensuring important aspects are preserved and formatted consistently. Soliz expresses confidence in Charo and Christy's ability to make these adjustments without requiring further review from the council.

Councilor Seibold raises a minor concern about the formatting consistency, pointing out variations in bullet styles between sections. Director Miller acknowledges this issue, explaining that the original document's outdated style will be entirely revamped to maintain uniformity in the new format.

With these points discussed, the discussion concludes with gratitude expressed towards Charo for her work on the revisions.

Motion:	I move that the council approve the changes made to the city administrator job description including the discussed modifications.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

9. Fourth Quarter Financial Update - June 2023

Interim Director Vanderschaegen presented the financial update through June 2023. No action required by the council.

10. Airport Apron and Fencing Improvements

Airport Manager Ables described the upcoming projects and funding sources, including FAA grants and community input needs.

Motion:	That council accept the grant agreements for BIL (Bipartisan Infrastructure Law) in the amount of \$304,000 and AIP (Airport Improvement Program) funding in the amount \$1,015,653 and allow Mayor Lepin to sign any agreements required to execute these grants and allow the Airport representatives to approve change orders not to exceed a total project amount of \$1,550,000 and award the project to JAL construction.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			

Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

11. Letter of Support for the Madras Elementary Community Schoolyard Project

Recorder Keli Pollock introduces a letter of support for the Madras Elementary Community School Yard project, clarifying the involvement of the Trust for Public Land and the need for a supportive letter. Mayor Lepin expresses willingness to sign the letter but emphasizes the importance of maintaining a good-faith position and having the council's support before doing so. He calls for a motion.

Councilor Soliz comments on the letter's content, suggesting that the first sentence should be removed as it reads awkwardly. He points out the redundancy in stating that the mayor is the highest-ranking official in Madras and proposes that the letter simply start with the mayor expressing support on behalf of the City Council. Mayor Lepin agrees, suggesting not to make the language overly formal. Councilor Seibold then moves to approve the mayor signing the letter with the proposed amendment

Motion:	I move that the council approve the mayor to sign the letter of support for the Madras Elementary Community Schoolyard project with the suggested amendment			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend,	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

12. Approval DLCDC Grant Application for Housing Production Strategy

Director Snead advised Council that he is seeking approval for a grant application submission to the Oregon Department of Land Conservation and Development (DLCDC) to fund the city's housing production strategy and create a new homeless plan. Nick Snead introduced the proposal, explaining that the city aims to submit a grant application to the DLCDC for funding the housing production strategy. He noted that the term "housing production strategy" is a new legislative term introduced two sessions ago.

The grant's objectives are twofold: to update the Housing Action Plan in alignment with the new housing production strategy requirements, and to establish a comprehensive homeless plan, which the city currently lacks. The grant would leverage \$20,000 of city funds to obtain \$80,000 in state funding. Although the project is budgeted at \$40,000 for the current fiscal year, state staff advised that only \$20,000 would be necessary.

Councilor Seibold expressed gratitude for the proposal, appreciating its cost-effectiveness with 80% grant coverage. He valued the Housing Action Plan and saw the homeless plan as a beneficial addition. However, Seibold emphasized the need for heavy council involvement in forming the homeless plan to ensure it reflects the city's priorities. He stressed the importance of tailoring the approach to the local context, distinct from larger cities like Portland.

Councilor Soliz highlighted concerns about the alignment with state requirements and the local applicability of the homelessness strategy. He stressed the necessity of a plan suited to the community's unique needs. Soliz inquired about the approval process and potential state rejection of the proposed strategies. Nick Snead reassured him that the state is unlikely to reject the plan but would require periodic updates to ensure effectiveness.

From a legal standpoint, Jeremy Green noted that the plan is a conceptual document and not legally binding, emphasizing the importance of managing expectations and setting realistic goals to avoid future liabilities. The plan will be developed with significant council input to ensure alignment with community goals and will be presented for council approval, allowing for necessary adjustments and updates.

The council expressed strong support for the housing production strategy and the associated homeless plan, emphasizing local adaptability and strategic involvement to ensure the plans effectively serve the community's needs. The unanimous approval enables the city to proceed with the grant application and funding allocation.

Motion:	I move that the council approve city staff to apply for DLCD grant funding and authorize the mayor to sign the letter of support.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

13. FAA Capital Improvement Project data sheets for 2024-2028 airport improvements

Airport Manager Ables's primary focus is on the airport's Capital Improvement Plan (CIP), which must be updated and submitted to the Federal Aviation Administration (FAA) by August 1st. This update sparks a conversation about the airport's needs and planned projects. The timeline includes meetings with the FAA and consultants from September 5th to October 20th, followed by receiving a memo regarding anticipated funding between November 13th and 18th.

Four projects are highlighted:

- Phase 1 taxi lanes: Essential for the construction of additional hangars.
- South runway extension: The first of two extensions for accommodating larger aircraft.
- New crosswind runway: Needed due to the poor condition of the existing crosswind runway.
- Additional jet fuel tank and new windsock: Necessary to meet high usage demands and replace outdated equipment.

Ables emphasizes that these projects are consistent with the airport master plan. Mayor Lepin and other council members discuss the potential benefits and financial aspects, clarifying that the current discussion is about outlining their aspirations rather than immediate approval. The conversation underscores the significant growth opportunities for the airport and the city.

Motion:	I move to approve the updated CIP data sheets for year 2024 to 2028 for the Madras airport.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Yoder, Walker			
Absences:	Spencer, Townsend	Nays: 0	Absent: 2	Recused: 0
Passed:	4/0			

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer provided an update on the police department's activities,

particularly highlighting the completion of the fair. He mentioned the extensive overtime worked by officers, the engagement of reserve officers, and the success of distributing stickers to the public. Plummer also noted progress in hiring new officers and advancements in the digital evidence system, which aims to streamline evidence processing.

Finance: Interim Director Vanderschaegen focused on cross-training and closing June's finances.

Community Development: Director Snead announced the imminent submission of a floodplain map revision to FEMA and discussed ongoing projects.

Public Works:

Office Coordinator Quinn reported on utility management training and upcoming chemical bids.

Airport: Manager Ables highlighted preparations for the air show and his efforts with the fuel report.

HR & Administration: Director Miller covered ongoing hiring processes, including a public works director position, and preparations for the employee barbecue.

City Administrator: Interim Administrator Wurster detailed management training on filing safe claims and OSHA air quality standards. She also recognized staff efforts related to the housing capacity analysis and legal services contract.

City Recorder: City Recorder Pollock had nothing to report.

Legal: City Attorney Green had nothing to report.

Council:

Councilor Seibold commends the addition of air quality measures for employees. Suggests moving all city employees to the dials in the council chambers for meetings, emphasizing equality and safety concerns.

Councilor Soliz acknowledged positive inter-departmental collaboration. Requested to review the salary consultant contract through an RFP process for better service and cost-effectiveness. Raised questions about Chamber of Commerce funding and its effectiveness. Reported positively on the county fair and asks about police department relations with other law enforcement agencies. Discussed procedural issues with agenda acceptance and suggests removing unnecessary motions.

Councilor Yoder thanked police for addressing recent theft issues in the community. Shares personal concerns about family health affecting attendance.

Councilor Walker appreciated city staff's efforts amid challenges.

Mayor Lepin announced upcoming presentation on the welcoming city status. Discussed efforts and progress of the homeless committee and strategies for community improvement. Appreciated city staff's dedication and support.

IX. Adjourn Council Meeting

Meeting adjourned at 8:36 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, August 22, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

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

II. Roll Call

Council:

Mayor Lepin was present.

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

Councilor Spencer was excused.

Staff:

Interim City Administrator Christy Wurster

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Airport Manager Derek Ables

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

None

Visitors on Zoom:

City Attorney Dustin Hawkins

III. Public Comments (please limit to 3 minutes)

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

There was no public comment.

IV. Amend or Accept Regular Agenda

There were no changes to the agenda.

V. City Council Consent Agenda

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

1. City Council Work Session Minutes - June 26, 2023
2. City Council Meeting Minutes - July 11, 2023
3. City Council Executive Session Minutes - July 11, 2023
4. City Council Work Session Minutes - August 7, 2023
5. City Council Executive Session Minutes - August 8, 2023
6. Capital Expenditures July 2023

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

VI. Regular Agenda

1. City Vouchers - July 2023

Rose Vanderschaegen, Senior Account Analyst

Interim Finance Director Vanderschaegen presented the list of expenditures for approval with a notable mention that one of the annual payments was over \$200,000. Councilor Walker himself due to a potential conflict of interest.

Motion:	That Council approve the July 2023 City vouchers as submitted.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0 Walker
Passed:	4/1			

2. JAL Construction Agreement

Derek Ables, Airport Manager

Derek Ables discussed the apron and fencing project, emphasizing that JAL Construction was the lowest responsive bidder with a base bid of approximately \$1,200,000. The project is set to commence with construction scheduled for early 2024. The council discussed and approved the agreement.

Motion:	To approve the contract with JAL construction for the Apron and Fencing project.			
Moved:	Townsend			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

3. Airport Industrial Site Committee Appointment - Julian Duran

Airport Manager Ables presented Mr. Julian Duran's letter of interest in joining the Airport Industrial Site Committee, recommending him for a term starting August 22, 2023, through December 31, 2026.

Motion:	That Council approve the appointment of Julian Duran to a four (4) year term on the City Airport-Industrial Site Committee effective August 22, 2023 through December 31, 2026.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0

Passed:	5/0
----------------	-----

4. Homeless Services Center Grant Agreement

Michele Quinn, Public Works Manager

Public Works Manager Quinn introduced the grant agreement for the Homeless Services Center, explaining that the grant funds had previously been requested. The council discussed and proceeded to authorize the mayor to execute the agreement.

Motion:	That Council authorize the Mayor to execute the grant agreement with COIC for the construction of the Homeless Services Center.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer,	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

5. Resolution No. 19-2023 - Amending the Public Improvement Design and Construction Standards

Nicholas Snead, Community Development Director

Director Snead presented the resolution for annual updates and comprehensive changes to the public improvement design and construction standards, with a focus on private street standards for specific development.

After a detailed discussion about the draft stage of the document and comments, it was decided to table the resolution until the final version was complete. No motion was made.

6. Resolution No. 20-2023 - A Resolution Approving the Addition of Positions to the City's Salary Schedule

Christy Wurster, Interim City Administrator

Interim City Administrator Wurster introduced the resolution, explaining that the budget committee and city council had previously authorized a new position for an evidence technician in the police department. Job duties were prepared, and with the assistance of Charo and the police chief, sent to a consultant who provided a recommended salary range of grade 19 for this non-exempt position.

Further, due to recent retirements and personnel changes at the city's golf course, the staff proposed a new title and expanded responsibilities for the position managing the golf course. This position, now designated as the Golf Course Manager, would include enhanced duties related to budgeting and events and would report directly to the public works director. The consultant recommended a salary range of grade 24 for this exempt position. Additionally, two levels for a new greenskeeper position were proposed: Level 1 for basic maintenance tasks (grade 13, non-exempt) and Level 2 for more advanced responsibilities in landscape and horticulture (grade 17, non-exempt).

However, council members Soliz and Seibold raised significant concerns regarding the lack of transparency and data supporting these salary recommendations. They stressed the importance of having detailed data to justify their decisions to the public, ensuring they could defend their choices if questioned by constituents. They noted that similar concerns had arisen in past discussions, highlighting the necessity for comprehensive reports and data from consultants moving forward.

Wurster acknowledged the council's concerns, explaining the long-standing relationship with

the current consultant and noting that data transparency had not been a standard practice. She suggested that the council approve the positions now and arrange for the consultant to attend a future work session to explain the methodology behind the salary recommendations. This approach would allow the evidence technician position to be filled promptly while ensuring that future evaluations are consistent and data-driven.

The discussion also touched on whether additional sessions with the consultant would incur extra fees. Director Miller mentioned that while there might be additional costs, the consultant might provide the needed explanations as a courtesy given the longstanding relationship. Council members debated the feasibility of approving the positions without immediate data, weighing the urgency of the evidence technician role against the need for transparency.

Ultimately, the council decided that an immediate vote on the resolution was premature without the necessary data. Soliz and Seibold expressed their unwillingness to approve the resolution without the data, despite understanding the urgency of some positions. Seibold proposed a motion to approve the resolution as is but later rescinded it, suggesting instead that the council establish a new standard of always requiring comprehensive data before making salary decisions.

Councilor Townsend proposed an alternative: approving only the evidence technician position for now and deferring the golf course positions until further data could be reviewed. This suggestion aimed to balance the immediate staffing needs with the council's commitment to transparency.

The meeting concluded with legal counsel advising that the best practice would be to present an amended resolution in a future meeting. The council agreed to revisit the resolution, potentially in September, after holding a session with the consultant to understand the data and methodologies used. This decision ensures that the council can make informed decisions while addressing the urgent need for the evidence technician position.

No motion or action taken.

VII. Department Reports / Committee Updates

Police Department: Chief Plummer provided an update on the ongoing initiatives within the police department. He discussed the development of their ONQ management system, emphasizing the importance of having the new evidence technician involved as a project manager to ensure thorough and efficient implementation. Despite the delay in hiring, the department is continuing to work on the project to ensure all procedures are correctly followed. Additionally, Chief Plummer shared some positive news regarding recruitment. The department's candidate successfully completed the physical, psychological, and National Testing Network (NTN) evaluations. The forms have been submitted to the Department of Public Safety and Training, and once approved, the candidate will receive a start date for the academy. This new recruit will be outfitted and assigned to field training shortly.

Finance: Director Vanderschaegen reported that the finance department is currently very busy. They are in the early stages of preparing for the upcoming open enrollment meetings for employee benefits, working closely with Charo. The department is also meticulously reviewing year-end documentation in preparation for the annual audit, making any necessary adjustments to ensure all financial records are accurate. She mentioned ongoing collaboration with Nick to explore potential financing avenues for the MRC to reduce interest costs. This initiative aims to optimize the city's financial strategies and manage resources effectively.

Community Development: Director Snead presented updates on recent council requests,

particularly focusing on a housing project. He showcased site photos of two ongoing projects across the state, highlighting the progress in foundation construction. Snead directed the council to the project's website for more information and noted that interested parties can either fill out an inquiry form online or call directly for assistance. He also explained the construction process, noting that while the foundations are being poured on-site, the structures are manufactured off-site. This method provides efficient and quality housing solutions, which has generated significant interest among residents.

Airport: Manager Ables reported that preparations for the upcoming air show are in full swing. The team has been working diligently from morning until night, with tents already set up. The air show is scheduled for Friday and Saturday, and despite concerns about smoke potentially impacting the event, past experiences suggest it is unlikely to cause significant issues.

HR & Administration: Director Miller updated the council on administrative matters, including the scheduling of interviews for the public works director position. Interviews are planned for the following week or possibly the week after. The recruitment for the finance director position is also progressing, with the job posting expected to go out soon. She mentioned ongoing efforts to fill the mechanic and facilities maintenance positions in public works. Despite a lower than expected response, they are extending the application period to attract more candidates.

City Administrator: Administrator Wurster announced upcoming events related to the hiring of a new city administrator. A public meet and greet with the candidates is scheduled for September 13th, followed by all-day interviews on September 14th. She reminded the council that her contract ends on September 19th and expressed gratitude for her time with the city, wishing everyone well in the hiring process.

Legal: City Attorney Hawkins had nothing to report.

VIII. Adjourn Council Meeting

Meeting adjourned at 7:05 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

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

Tuesday, September 26, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 7:36 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Staff:

Interim City Administrator Christy Wurster

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Manager Michele Quinn

Airport Manger Derek Ables

City Attorney, Garrett Chrostek, present via Zoom

City Recorder Keli Pollock

Visitors in Person:

None

Visitors on Zoom:

Will Ibershof

III. Public Comments (please limit to 3 minutes)

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

There was no public comment.

IV. Amend or Accept Regular Agenda

Mayor Lepin proposed an amendment to the regular agenda to include a discussion on the upcoming joint City Council and County Commission meeting. This item was added as number 5 on the agenda.

Motion:	I move that we approve the regular agenda with the amendment of number 5 for the chamber discussion as the mayor mentioned.		
Moved:	Seibold		
Seconded:	Soliz		
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker		
Absences:	0	Nays: 0	Absent: 0
Passed:	6/0		

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate

discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

Add: Item No. 5- Ratifying the City Administrator Employment Agreement for Christy Wurster through October 6, 2023.

1. Capital Expenditures August 2023
2. Low Income Household Water Assistance Vendor Contract with NeighborImpact Extension
3. Liquor Licenses 2023-2024
4. Agreement for Services – OVW Rural Agreement

Motion:	I make a motion to approve the consent agenda with the amendments mentioned			
Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Holcomb, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

VI. Regular Agenda

1. City of Madras and Jefferson County Fire District #1 IGA for Code Enforcement Services

Nicholas Snead, Community Development Director

Nick Snead presented an Intergovernmental Agreement (IGA) on a consolidated code enforcement program in partnership with Jefferson County Fire District #1.

Motion:	I move that the city council approve the IGA with Jefferson County Fire District #1 for code enforcement services and authorize the mayor to sign the agreement.			
Moved:	Soliz			
Seconded:	Spencer			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

2. City Vouchers - August 2023

Rose Vanderschaegen, Interim Finance Director

The council reviewed the city disbursements for August 2023 totaling \$1,293,927.87. Rose provided an overview of the expenditures, including capital projects which saw increased activity compared to July.

Motion:	I move that council approve the August 2023 city vouchers as submitted.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder			
Absences:	0	Nays: 0	Absent: 0	Recused: Walker

Passed:	5/0
----------------	-----

3. Appointment of Public Works Director
Charo Miller, HR & Administrative Director

The appointment of Jeff Hurd as the Public Works Director was presented and recommended for council approval.

Motion:	I move that the mayor appoint and council confirm Jeff Hurd as Public Works Director, effective September 29, 2023			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

4. EDA Grant Acceptance
Michele Quinn, Public Works Manager

Michelle Quinn discussed the acceptance of a \$4.4 million EDA grant, noting that this was one of several expected documents.

Motion:	I move the council approve the mayor to sign the financial assistance award for EDA grant.			
Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Townsend, Seibold, Soliz, Spencer, Yoder, Walker			
Absences:	0	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

5. Chamber Discussion for Joint City - County Meeting

There was an extensive discussion about the City Council and County Commission's contributions to the Chamber of Commerce, particularly in light of the recent resignation of the Chamber Director. The council reflected on the ROI for their contributions and the potential need for restructuring both organizational and financial aspects. Consensus was reached to discuss this with the county in the upcoming joint meeting.

VII. Department Reports / Committee Updates

Police Department: Chief Plummer presented a summary of the calls for service and their classifications to demonstrate workload. Two new hires will be leaving for the academy in mid-October. He is working with staff on how to deliver a proper police log to the Madras Pioneer for publication.

Finance: Interim Director Vanderschaegen reported there are four surveys for different agencies that she is preparing. Will be working with the new Public Works Director on a 5 year CIP. She thanked her staff for doing extra work that would be out of the norm, but is helping despite being understaffed.

Community Development: Director Snead had nothing to report.

Public Works: Manager Quinn reported she would be working with the utilities team to work with the schools on FOG program.

Airport: Manager Ables reported the Airport has had different groups visiting and utilizing the facilities. They are working on replacing the rails. The Army will be using the grounds for training.

HR & Administration: Director Miller reported that Ericksons Air Museum can not handle our Holiday Party, and we are now looking for a new location. Friday, there is a new police officer and our Public Works Director will be starting. Finance Director position is open but not a lot of response at this time. Open enrollment is beginning, and she is working with staff to get through that process. The Evidence Tech position should be available tomorrow.

City Administrator: Interim Administrator Wurster thanked Council and the Mayor for approving her contract. Reminded staff that the joint meeting is next Wednesday, October 4, at the County. She took a moment to thank the staff for all their hard work over the past several months; everyone is pulling their weight and then some.

City Recorder: City Recorder Pollock stated the conference went well, and she made some good connections and took plenty of notes.

Legal: City Attorney Garrett Chrostek had nothing to report.

Council:

Councilor Townsend reported that the Oregon Business and Industry Roadshow event is October 3rd and starts at 8am at Daimler, if anyone is interested in attending. She thanked Christy for her work at the city and providing a lot of information in her short time.

Councilor Seibold thanked the Chief for all the data on their calls for service. He clarified that there would only be one meeting held in the months of November and December.

Councilor Soliz also thanked Christy for her work at the city and the weekly meetings.

Councilor Yoder thanked Christy for her time and effort in reaching out and keeping the council up to date on matters.

Councilor Spencer reported she will be gone on vacation and would try to zoom into meetings when she can. She also thanked

Councilor Walker thanked Christy for her work at the city.

Mayor Lepin reported he is on jury duty, which may cause him to miss an upcoming work session. He announced he would be attending the League of Oregon Cities conference on October 13th.

VIII. Adjourn Council Meeting

Meeting adjourned at 8:28 pm.

Minutes prepared by:

Keli Pollock, City Recorder

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

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

Monday, November 13, 2023

I. Call Work Session to Order

Mayor Lepin called the meeting to order at 12:00 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Councilor Soliz arrived after roll call at 12:05pm.

Councilor Spencer was absent.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Sergeant Detective Steve Webb

Community Development Director Nick Snead

Associate Planner Fatima Taha

HR & Administrative Director Charo Miller

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Jefferson County Fire & EMS Chief Blake

Visitors on Zoom:

None

III. Work Session Topic(s)

1. Community Development Department Report and Discussion on Commercial Development, Housing, and Homelessness

Director Snead presented a report to the Council on commercial development, housing, and homelessness. The report was to inform the Council about current efforts, future needs and challenges, and assist the Council in their upcoming annual goal-setting retreat. Staff also anticipates that the Council will identify additional information that will be presented to the Council at a later time to improve their understanding of various aspects of these areas of service for improved decision-making related to their annual goals, budgeting, or other plans, policies, programs or otherwise.

Director Snead gave a presentation on ongoing and potential commercial projects. Projects discussed included:

- Shangri La LLC: Approved for a \$50,000 loan for converting the second floor to residential.
- South Y: Proposed Starbucks development, with land use request pending.
- Hwy 97: Earl to Colfax Project: Discussion on funding for redeveloping infrastructure around the downtown foundation property.

Director Snead discussed several topics within housing development:

- Local Planning Efforts: Upcoming Housing Production Strategy and re-evaluation of SDC reductions.
- Construction Trends: Acknowledged a seasonal downturn and potential future rebound in 2024.
- Active Projects: Various housing projects in the planning or construction phases.

Legislative Efforts: Three projects seeking funding:

- Yarrow, Phase 3
- Lane and Culver Avenue Townhomes
- Yarrow Cottages

Nick Snead reported on homelessness-related efforts, including:

- Homeless Advisory Committee: Continued coordination on homeless-related issues.
- Shelter Operations: Working with faith-based networks to operate year-round.
- Campsite Cleanup and Code Enforcement: Ongoing efforts to address accumulated trash, shopping carts, abandoned cars and RVs. Weekly meetings started to coordinate cleanup efforts and implement homeless camping regulations.

Various Councilors and staff raised questions and offered suggestions regarding:

- Designation of camping spots for trailers.
- Implementation and impact of vagrancy laws.
- Community cleanup programs and their management.
- Managing the cost implications of addressing these issues.
- Effectiveness of the homelessness shelter policies and their operational challenges.
- Coordination between different city services for managing the encampments and trash.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 12:55 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, November 14, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 5:55 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Interim Finance Director Rose Vanderschaegen

HR & Administrative Director Charo Miller

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Attorney Jeremy Green

City Recorder Keli Pollock

Visitors in Person:

Mike Williams, VFW

Melanie Widmer, Madras Sanitary

Ray Soliz

Lacey

George Neilsen

Jeremy Green COCC

Visitors on Zoom:

None

III. Public Comments (please limit to 3 minutes)

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

Mr. Mike Williams, member of the VFW and officer for the American Legion in Madras, expressed interest in installing cameras in various locations around town for public safety reasons. Discussion ensued regarding potential funding, logistics, and partnership with local law enforcement. Chief Plummer would be in contact with Mr. Williams to discuss in more detail.

IV. Amend or Accept Regular Agenda

Director Miller asked to have Item No. 5 removed from the regular agenda.

Motion:	Amend the regular agenda to remove item no. 5
Moved:	Seibold
Seconded:	Walker
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker

Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

V. City Council Consent Agenda

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

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

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

VI. Visitor Presentation(s)/Proclamations

1. COCC Expansion Project by Jeremy Green

Jeremy Green, Director of COCC Madras, and Zach Boone, Chief Advancement Officer and Director of the COCC Foundation, provided a detailed update on the expansion project for COCC campus in Madras. They highlighted increased enrollment, proposed building expansions, specific academic programs, and construction timelines. They also discussed fundraising strategies and the anticipated impact on the local community and economy.

VII. Regular Agenda

1. Resolution 22-2023 Authorizing the Installation of Two Stop Signs

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

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

Councilor Soliz asked if there is a process for public noticing local residents for public input.

Motion:	That Council approves Resolution No. 22-2023 Authorizing the installation of two stop signs at the intersection of C Street and Hillcrest and two stop signs at H Street and Cedar Hill and notify local home owners.			
Moved:	Townsend			
Seconded:	Spencer			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

2. Local Government Grant Agreement

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

Staff presented the Local Government Grant to Council on March 28th for approval to apply for funding for Hoffman Park. Construction of phase one of Hoffman Park consists of two, three-acre parcels located in the southeastern portion of Madras on 10Th Street south of J Street. Work will include grading, aggregate base and paving, concrete curbs and walks, landscaping, lighting, picnic shelter, restrooms, dog park and a nature walking path. We have been officially notified that we are going to receive the \$750,000 grant and will be receiving the grant agreement this fall. The Funding Program requires a 60/40 split – 60% grant, 40% match and \$500,000 match comprised of \$180,000 in-kind contribution and City cash in the amount of \$320,000.

Motion:	That Council authorizes the mayor to sign on behalf of the City, the Local Government Grant Program Agreement LG23-015 for the Hoffman Park Project in the amount of \$750,000.			
Moved:	Spencer			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

3. Amendment #1 - Metereaders Service Contract

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

Metereaders, LLC, have been a valuable resource for the city’s utility department over the past five years. This service has allowed the department to free up staff time, enabling them to focus on routine maintenance and other projects. Additionally, the utility department has been working to upgrade the water system by installing new Badger meters, with about half of them already replaced. Once all the new meters are installed, the utility department plans to install end points that will provide cellular reads. This means that the meter reading process will become automated and no longer require the services of Metereaders, LLC. The department is striving to complete this upgrade within the next year. This transition to automated meter reading is common practice in many utility departments as it can streamline operations and improve customer service.

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

Motion:	That Council approves amendment #1 to the Professional Services Contract for Metereaders, LLC to perform meter-reading services for an			
----------------	--	--	--	--

	additional 1-year contract extension for a flat monthly rate of \$1,400.			
Moved:	Spencer			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

4. Cancellation of Jefferson County Transportation Equity Project

Jeff Hurd, Public Works Director

Public Works Director Jeff Hurd discussed the recommendation to cancel the Jefferson County Transportation Equity Project. Discussion included reallocation of ARPA funds related to this cancellation.

Motion:	I move to cancel the Jefferson County Transportation Equity Project, and reconvene on the remaining ARPA funding to be determined at a later date.			
Moved:	Townsend			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer not present for vote.	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

~~5. Vacation Accrual Changes To Current Policy~~

~~*Charo Miller, HR & Administrative Director, Rose Vanderschaegen, Senior Account Analyst*~~

6. COIC Request for Appointments to the Central Oregon Regional Housing Council (CORHC)

Nicholas Snead, Community Development Director

Community Development Director Nick Snead addressed the need for council and staff appointments to the Central Oregon Regional Housing Council. Councilor Soliz restated the appropriateness of existing appointments.

The issue was resolved without a motion as the existing appointments were confirmed.

7. Ordinance No. 981 - Solid Waste Franchise Agreement with Owanjay Services Inc., an Oregon Corporation D/B/A Madras Sanitary Service

A. Opportunity for public to present questions and/or comments.

There were no questions or comments.

B. Motion to read Ordinance by title only.

Motion:	I move for City Attorney Jeremy Green to read ordinance no. 981 by title only.			
Moved:	Townsend			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

C. City Attorney or their designee will read Ordinance by title only.

City Attorney Green read ordinance by title only.

D. Opportunity for Council to present questions and/or comments.

Several members raised questions and provided comments regarding the proposed franchise agreement, likely concerning waste management services. Councilor Townsend initiated the discussion by confirming Melanie's awareness of all relevant ordinances and changes. Councilor Spencer then voiced several inquiries: she sought clarification on why the franchise fee was increasing from 5% to 7%, questioned the rationale behind setting the agreement duration at 10 years instead of 5, and asked about the exclusivity clause and its implications for potential additional service providers.

Jeremy Green, attorney for the City of Madras, responded to these queries, explaining that the franchise fee increase was standard practice aligned with contract timing, the 10-year agreement duration was to match equipment amortization norms, and the exclusivity clause reflected council decisions with provisions for other providers if the current one declined. Councilor Soliz raised concerns about the potential for Republic Services to acquire Melanie's business, to which Melanie responded that there was no current interest in selling. Councilor Townsend expressed gratitude to Melanie for her patience throughout the negotiation process. Administrator Ibershof provided insights into the benefits of a 10-year agreement for maintaining rate stability and explained how it aligned with equipment amortization practices, ensuring rates remain consistent for residents.

Councilor Soliz further queried about the implications of the 2% annual rate increase clause in case Melanie's business was sold. Attorney Green clarified the city's mechanisms to review and approve any new franchise holder under such circumstances. Discussions also touched upon the allocation of franchise fee revenues, with current practices splitting funds equally between the general fund and road maintenance. There was consideration given to potentially adjusting these allocations in the future to prioritize road improvements.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move to approve Ordinance No. 981			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

F. City Recorder takes a roll call vote.

Motion passed unanimously.

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer reported evidence tech begins the 27th. Acknowledged Jeff and Nick for their efforts on the homelessness issues and clean up. Lock down drill at local school occurred last week. Read at the library. SWAT in town for executing a search warrant, two adults and three minors were taken into custody, people involved in other cases and stolen items recovered.

Finance: Interim Director Vanderschaegen reported on the busy audit period and efforts to streamline financial operations with new staff assistance.

Community Development: Director Snead discussed the RFP for hearings officer services to streamline code enforcement and grant writing services progress.

Public Works: Jeff Hurd updated on the Culver Highway Sewer Project, warming shelter progress, and the airport FBO solicitation. He also addressed concerns about project deadlines and funding issues.

HR & Administration: Director Miller had nothing to report.

City Administrator: Administrator Ibershof mentioned upcoming council retreat planning, updates on the airport manager search, and preparations for the holiday party.

City Recorder: City Recorder Pollock had nothing to report.

Legal: City Attorney Green had nothing to report.

Council:

Councilor Townsend emphasized the need to address homelessness by designating specific areas for camp trailers to avoid resource wastage from constantly relocating them. Additionally, she commended the code enforcement efforts, highlighting their educational role in raising awareness about waste management issues.

Councilor Seibold commended the PD for their work. Would love continued work on vagrancy laws and public safety as they continue the discussion on enforcing the HAC.

Councilor Soliz raised concerns about trailers and vehicles accumulating in certain areas, urging action from code enforcement. He also provided an update on the COIC board's strategic planning progress.

Councilor Yoder thanked the police department for their efforts in addressing homelessness. He also appreciated a recent presentation by Will at the Kiwanis meeting and expressed concerns about receiving strategic letters at his home address rather than the city office.

Councilor Spencer highlighted positive feedback from the Kiwanis meeting regarding city efforts and expressed concerns about committee activity within public works. She also brought up a letter of complaint about city property issues.

Councilor Walker reported he too received the letter and complaint at his home. He commended the work of removing trash and abandoned vehicles.

Mayor Lepin thanked Keli for the new flags in the council chambers.

IX. Adjourn Council Meeting

Meeting adjourned at 7:53 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

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

Monday, February 26, 2024

I. Call Work Session to Order

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

II. Roll Call

Councilors Soliz, Spencer, Townsend, Yoder, and Walker were present. Mayor Mike Lepin, Councilor Seibold were excused.

Staff:

City Administrator Will Ibershof
Police Chief Tim Plummer
Community Development Director Nick Snead
Associate Planner Fatima Taha
Finance Director Kate Knop
Public Works Director Jeff Hurd
Public Works Manager Michele Quinn
City Recorder Keli Pollock
Golf Course Manager Shane Beamish
Greenskeeper Kyle Whitaker

Visitors in Person:

Kyle Devine
Rich Madden

Visitors on Zoom:

Gregg Markwardt

III. Work Session Topic(s)

1. Golf Course Presentation

Jeff Hurd began the presentation by introducing Shane Beamish, the golf course manager, and Kyle Whittaker, the greenskeeper. Shane Beamish proceeded to outline the history and operational details of Desert Peaks Golf Course, emphasizing several key points:

- **History and Water Use:** The golf course uses approximately 42 million gallons of treated effluent water annually from the North Wastewater Treatment Plant. A detailed clarification on why city-owned golf courses are typically non-profitable yet remain funded by municipalities was provided. It was noted that the golf course helps manage effluent water disposal and serves community recreational purposes.
- **Revenue and Expenses:** Revenue has increased since the city took over, with the last fiscal year's revenue at \$324,000. The annual cost to operate the golf course is approximately \$883,000. Efforts have been made to minimize the city's expenses, such as increasing golf rates, promoting it through various channels, and making recent changes, including nonstop remodeling of the clubhouse.
- **Tournaments:** Beamish talked about partnerships and tournaments taking place on the course to enhance community engagement and raise funds.

- **Staff Changes and Improvements:** The hiring of a new greenskeeper and improvements such as extended operating hours and better maintenance routines were discussed.

Future Goals and Wish List: Future goals include aerating the fairways, building a new cart path, and installing a permanent restroom. Beamish outlined a wish list for the next 5-10 years, suggesting enhancements like replacing the existing irrigation system, adding RV parking, and potential expansion of the golf course.

Beamish broke down financial details into various revenue streams, noting significant increases in membership sales, cart rentals, and food and beverage sales. Specific focuses for next year's budget included covering operational costs while continuing to improve the course.

During the Q&A session, several council members posed questions and provided suggestions:

- Councilor Townsend questioned the ability to schedule tee times online and order food via the website which Beamish acknowledged needed improvement.
- Councilor Spencer raised detailed questions regarding financials and sought a business-oriented break-up of costs and revenues per activity. Councilor Spencer requested historical financial data for the past ten years to gain a deeper understanding of the golf course's economic impact. It was acknowledged that capturing this data might be challenging due to various operational models over the years.
- Councilor Yoder and others discussed potential RV space with utility hookups as a revenue-generating idea. Beamish noted the space is currently unused but has been explored for dry camping.

Council members praised the improvements made to the golf course and suggested further enhancements, emphasizing using untapped resources for community engagement and financial growth.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 12:50 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, March 12, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Councilor Seibold led the Pledge of Allegiance and Councilor Walker led the prayer.

III. Roll Call

Council:

Mayor Mike Lepin was present.

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

Councilor Spencer was excused.

Staff:

City Administrator Will Ibershof

Community Development Director Nick Snead

Associate Planner Fatima Taha

Finance Director Kate Knop

Public Works Director Jeff Hurd

City Recorder Keli Pollock

Chief Plummer arrived at 5:41pm

Visitors in Person:

Melanie Widmer, Madras Sanitary

Ellen Smallwood

Linda Skavlan

Visitors on Zoom:

Caleb Stephens, ODOT

Cari Charlton, ODOT

Mae Huston

Rick Allen

IV. Public Comments (please limit to 3 minutes)

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

There was no public comment.

V. Amend or Accept Regular Agenda

Remove agenda item no. 5 - Purchase of Four (4) Vara Corp Turbine Aeration Systems

Motion:	That we accept the agenda as amended.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VI. City Council Consent Agenda

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

There were no items on the consent agenda.

VII. Regular Agenda

1. US 97: Earl to Colfax Project - Access Management Strategy

Jeff Hurd, Public Works Director

Jeff Hurd presented the access management strategy put together by ODOT, focusing on changes to access along US 97. Representatives from ODOT were available to answer questions, and it was clarified that business owners had been contacted regarding changes. Some concerns about the impact on businesses and the process of contacting new owners were discussed.

Councilors expressed concern about impact on businesses and ensuring proper communication with them.

Motion:	Council approve the US 97/US 26: Earl Street to Colfax Lane Access Management Strategy agreement and authorize the City Administrator to sign.			
Moved:	Seibold			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

2. Discussion on the Proposed Rate Increase from Madras Sanitary Service

Will Ibershof, City Administrator, Kate Knop, Finance Director

Discussion commenced on the proposed rate increase by Madras Sanitary Service. Will Ibershof outlined the rationale behind the requested 12% rate increase for smaller carts, 10% for medium carts, and 8% for larger carts. Councilors discussed potential impacts on the community, inflation considerations, and whether the increase should have been part of earlier negotiations.

No formal decision was made, but there was a general consensus to bring the rate increase request to a future meeting for a formal vote.

3. American Rescue Plan Act (ARPA) Fund Review

Kate Knop, Finance Director

Finance Director Kate Knop presented a review of the ARPA funds received by the city and the allocated spending, noting an unallocated balance of \$261,220. The council discussed potential projects and expenditures for these funds.

4. Discussion on Community Grants

Will Ibershof, City Administrator, Kate Knop, Finance Director

The council discussed the community grants program, the allocation of funds, how to categorize economic versus social development, and whether the chamber's funding should

continue at its current level.

A consensus was reached to integrate grant funding discussions into the broader budget process later in the year.

5. Resolution No. 03-2024, A Resolution of the City of Madras Initiating Withdrawal of Approximately 42 acres of Land Compromising a Portion of City-Owned Real Property Identified as Jefferson County Assessor's Map No 11-14-7-100

Nicholas Snead, Community Development Director

Nick Snead introduced Resolution No. 03-2024 to initiate the withdrawal of land to comply with ORS Chapter 222 requirements. The purpose of the resolution was to ensure proper procedural compliance for the land change.

Motion:	I move that the City council approve Resolution No. 03-2024 as presented.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer reported on multiple ongoing efforts within the police department, ranging from training, radio system upgrades, to new programs for employee development.

Finance: Director Knop provided a quick overview on budget preparations, February month-end closure, and ongoing initiatives regarding fuel reports and cash flow analysis.

Community Development: Director Snead discussed the housing action plan, enforcement of camping regulations, an upcoming industrial site readiness update grant, and coordination with external stakeholders for future projects.

Public Works: Director Hurd updated the council on various construction projects including the airport apron project, access road work, Willowbrook Park developments, and the warming shelter project.

City Administrator: Administrator Ibershof informed the council about upcoming work session topics, organizational efforts in dealing with houselessness issues near Safeway, further updates on strategic goals, and an announcement of his new adoption of a pet from the Jefferson County Humane Society.

City Recorder: City Recorder Pollock mentioned the registration deadline for the League of Oregon City's meeting in April and provided updates on contract management and the city's social media efforts, noting that photos from a contest would be used for the city's new website.

Council:

Councilor Townsend had no substantial report, but thanked everyone for their attention to detail and preparing for budget season.

Councilor Seibold: Expressed appreciation for the leadership and hard work by the city's administrative and department staff.

Councilor Soliz provided updates on discussions with COIC regarding bus stop security and ongoing issues. Reported partnership efforts between COIC, local PD, and tribe authorities.

Councilor Yoder commended staff for their hardwork, especially those in the PD who have assisted him with some personal matters.

Councilor Walker reported on the Urban Forestry meeting and the upcoming coloring contest

and Arbor Day celebration.

Mayor Lepin thanked staff and councilors who attended the Ribbon Cutting at the Warming Shelter.

IX. Adjourn Council Meeting

Meeting adjourned at 7:15 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, April 23, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:20 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Councilor Spencer was excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

HR Director Rebecca Mock

Community Development Director Nick Snead

Associate Planner Fatima Taha

Finance Director Kate Knop

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Steve Webb

Bill & Diane Kenyon

Representatives from Global Grant Writers

Tony Mitchell

Gary Buss

Visitors on Zoom:

Bob Sanders

Valerie Nichols

Rick Allen

III. Public Comments (please limit to 3 minutes)

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

A representative from the Oregon Veterans Motorcycle Association, William Kenyon, requested a donation for their POW MIA run. Kenyon explained their activities and mentioned they had received donations from Madras in the past.

Motion:	I move that we donate \$500		
Moved:	Soliz		
Seconded:	Townsend		
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker		
Absences:	Spencer	Nays: 0	Absent: 1
			Recused: 0

Passed:	5/0
----------------	-----

IV. Amend or Accept Regular Agenda

The agenda was amended to include a discussion on security services for the warming shelter under item 13.

Motion:	I move that we accept the agenda as amended.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

V. City Council Consent Agenda

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

1. Letter of Support for Jefferson County Broadband Deployment Program Grant Proposal
Nicholas Snead, Community Development Director
2. Capital Expenditures March 2024

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

VI. Proclamations

1. 2024 Arbor Day Proclamation

Mayor Lepin read a proclamation declaring April 26, 2024, as Arbor Day in Madras, noting the importance of tree planting for the environment and the city's recognition as a Tree City USA for the 31st year.

VII. Public Hearing(s)

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

A. Mayor Opens Public Hearing.

Mayor Lepin opened the hearing at 6:27pm.

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

There were no declarations of conflicts of interest.

C. Staff Report / Applicant Testimony

Associate Planner Weir informed Council that they approved an Urban Growth Boundary adjustment and Annexation proposal (City Files No. PA-23-1 & AX-23-2) and directed staff to prepare the necessary adopting ordinances for the Council to

consider this evening. This was the UGB and annexation swap associated with the Yarrow development. This is the second and final public hearing of the withdrawal of territory to fulfill the requirements of ORS 222.460.

D. Public Testimony

There was no public testimony.

E. Staff Comments

There were no further comments from staff.

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

Motion:	I move that the City Council approve the proposed Withdrawal of approximately 40 acres +/- from the City Limits as lands exchanged with the approximately 40 acres +/- annexed under Planning File No. AX 23-2 & PA-23-1.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

G. Mayor Closes Public Hearing:

Mayor Lepin closed the public hearing at 6:29 pm.

VIII. Regular Agenda

1. Review and Discussion on Community Grants

Kate Knop, Finance Director, Will Ibershof, City Administrator

Director Knop and Administrator Ibershof discussed Community Grants, seeking Council direction on moving forward, an overview of the applications received, totaling \$188,723 from various organizations. These requests ranged widely, from modest sums to as high as \$20,000, excluding larger requests for events like the air show and chamber activities.

The council deliberated on the proposed budget, which initially earmarked \$60,000 for community grants, consistent with the previous year. Additionally, there was \$155,000 in unallocated funds set aside as a placeholder, prompting a debate on how best to utilize this reserve.

Key questions revolved around financial strategy and opportunity costs, considering the current robust state of the TED fund. Some members advocated increasing the grant budget to \$80,000, highlighting the urgent need to support youth programs scheduled for the summer months. Others preferred caution, suggesting that maintaining the allocation at \$60,000 would provide flexibility given uncertain future financial needs.

Beyond financial considerations, the council also discussed procedural matters and accountability. There were concerns raised about enforcing stricter reporting requirements for grant recipients to ensure transparency and accountability. This included discussions on potentially disqualifying no-show applicants from future funding rounds to streamline the process and uphold standards.

Regarding scheduling, there was consensus on setting a timeline for applicant presentations, leaning towards early May to finalize decisions well in advance of summer program deadlines. There was also consideration given to incorporating these discussions into the regular council meeting scheduled for May 14th, avoiding the need for an additional special session.

Ultimately, the council agreed to increase the community grant allocation to \$80,000 for the upcoming year, signaling a commitment to supporting local initiatives while maintaining financial prudence. Clear expectations were set for applicants regarding attendance at presentations and adherence to reporting guidelines, aiming to streamline the process and ensure effective allocation of resources.

The discussion underscored a balanced approach between fiscal responsibility and community support, reflecting the council's commitment to transparent governance and strategic resource management in service to the community's needs.

2. Ordinance No. 984, an Ordinance of the City of Madras Withdrawing Approximately 42 Acres of City-Owned Land from the Madras City Limit

Director Snead stated the ordinance pertained to the withdrawal of approximately 42 acres of city-owned land from the Madras City limits.

A. Opportunity for public to present questions and/or comments.

There was no public comment.

B. Motion to read Ordinance by title only.

Motion:	I move that we read Ordinance by title only.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

C. City Attorney or their designee will read Ordinance by title only.

Director Snead read the ordinance by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments by Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move that the Council approve and adopt Ordinance No. 984.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

F. City Recorder takes a roll call vote.

Recorder Pollock took a roll call vote, motion passed unanimously.

3. Ordinance No. 985, an Ordinance of the City Of Madras Annexing Approximately 42 Acres Of City-Owned Land into the Madras City Limits

A. Opportunity for public to present questions and/or comments.

There was no public comment.

B. Motion to read Ordinance by title only.

Motion:	I move that we read Ordinance by title only.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

C. City Attorney or their designee will read Ordinance by title only.

Director Snead read the ordinance by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments by Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move that the Council approve and adopt Ordinance No. 985.			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

F. City Recorder takes a roll call vote.

Recorder Pollock took a roll call vote and the motion passed unanimously.

4. Ordinance No. 986, an Ordinance of the City Of Madras Amending the Urban Growth Boundary to Include Approximately 42 Acres Of City-Owned Land in Exchange for Excluding Approximately 42 Acres of City-Owned Land; Assigning Planned Residential Development (R-3) Comprehensive Plan Designation to included lands

A. Opportunity for public to present questions and/or comments.

There was no public comment.

B. Motion to read Ordinance by title only.

Motion:	I move that we read Ordinance by title only.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

C. City Attorney or their designee will read Ordinance by title only.

Director Snead read the ordinance by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments by Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move that the Council approve and adopt Ordinance No. 986.			
Moved:	Yoder			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

F. City Recorder takes a roll call vote.

Recorder Pollock took a roll call vote, motion passed unanimously.

5. Global Grants Services Grant Writing Quarterly Report

Nicholas Snead, Community Development Director

In the quarterly report from Global Grant Services presented by Steve and William Webster, they highlighted their ongoing efforts and achievements in assisting the City of Madras with grant acquisition and management. This was their second visit to Madras, emphasizing the value of in-person interactions despite their usual virtual presence.

Steve provided a concise overview of their activities over the past 10 weeks, which included establishing bi-monthly stakeholder meetings with city staff and developing a comprehensive grant calendar and portfolio. They discussed their collaboration with the Oregon Office of Emergency Services and efforts to secure grants for city management services, AV upgrades, and search and rescue vehicles.

Specific projects mentioned were the submission of a grant to the Office of Emergency Management, upcoming applications for AV upgrades and solar power projects, and ongoing work with Jefferson County on broadband infrastructure. They also highlighted future plans, such as pursuing Homeland Security grants and infrastructure projects.

Following Steve's presentation, Nick Snead, representing the city, added insights into the partnership's dynamics, emphasizing their focus on securing funds for critical infrastructure like broadband and AV upgrades for the police department. He underscored the urgency and complexity of current grant opportunities, particularly in broadband, where short timelines necessitate detailed planning and collaboration.

The council members engaged in a discussion with Steve and Nick, exploring the collaborative nature of grant research and application. They discussed the dual approach of proactive grant identification by Global Grant Services and collaborative planning sessions with city stakeholders. The importance of these efforts in enhancing Madras's grant funding success rate was acknowledged, with a focus on learning from past applications to improve future submissions.

Overall, the report highlighted strategic initiatives and collaborative efforts aimed at securing essential funding for Madras's community and infrastructure needs, underscoring the valuable partnership between Global Grant Services and the city.

6. Cartegraph Asset Management Software Increase

Jeff Hurd, Public Works Director

Jeff Hurd informed the council about an increased need for the Cartegraph Asset Management System due to additional users, raising the contract total by \$5,076.60.

Motion:	That Council approves the Cartegraph contract increase in the amount of \$5,076.60			
Moved:	Townsend			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

7. Janitorial Services for City of Madras Facilities

Jeff Hurd, Public Works Director

Michele Quinn conveyed that the current janitor was moving on, and a new janitorial service, Clean Rite Janitorial, was recommended after a formal selection process.

Motion:	Council approves the Janitorial Services contract with Clean Rite Janitorial.			
Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0

Passed:	5/0
----------------	-----

8. Water Master Plan Grant Application

Jeff Hurd, Public Works Director

Jeff Hurd sought council permission to apply for a \$20,000 grant from Business Oregon to help fund the water master plan update.

Motion:	That Council authorizes the Mayor to sign the grant application to Business Oregon for the Water Master Plan Update.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

9. Deschutes Valley Water District Water Purchase Agreement

Jeff Hurd, Public Works Director

Jeff Hurd explained the renewal of a 3-year water purchase agreement. Discussions indicated general content with the proposed 2.8% average annual increase.

Motion:	That the City Council approve the 2024-2027 Water Sale Agreement with Deschutes Valley Water District.			
Moved:	Townsend			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

10. Resolution No. 05-2024 - ODOE Grant for Solar at Wastewater

Jeff Hurd, Public Works Director

Jeff Hurd presented Resolution No. 05-2024 for an ODOE grant application to fund solar power at the wastewater facility. Following discussion, which included comparisons to shepherd's house as exemplars, a motion was made to approve this resolution.

Motion:	Council approves Resolution No. 05-2024			
Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

11. Resolution No. 06-2024 - ODOE Grant for Solar at City Hall

Jeff Hurd, Public Works Director

A follow-up to resolution No. 05 similar project specific assets, Jeff Hurd presented Resolution No. 06-2024 for a paired ODOE grant at City Hall.

Motion:	Council approves Resolution No. 06-2024			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0

Passed:	5/0
----------------	-----

12. City Vouchers - March 2024

Kate Knop, Finance Director

Kate Knop presented city vouchers totaling \$701,891.20 for March 2024. Councilor Walker recused himself due to potential conflicts of interest.

Motion:	That Council approve the March 2024 City vouchers as submitted			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 1
Passed:	4/0			

13. Discussion on Security Services for Warming Shelter

A discussion led by Chief Tim Plummer, Administrator Ibershof and Tony Mitchell from the faith-based network, focused on potential security measures for the warming shelter arising from the enforcement of the new camping ordinance. The discussion on security services for the warming shelter revolves around several key points and concerns raised by various participants:

Current Challenges: Tony, representing the shelter, approached the police chief and others about ongoing challenges at the shelter related to guest behavior. Despite being a low-barrier shelter, guests must maintain appropriate behavior to stay.

Upcoming Changes: The enforcement of a camping ordinance will relocate individuals near the shelter, potentially increasing stress and incidents.

Incidents and Training Needs: Recent incidents and the need for staff training in de-escalation techniques, first aid, and CPR were highlighted. There's recognition that better trained staff could prevent escalations that currently require police intervention.

Financial Support: There's a proposal to allocate city funds (possibly from ARPA dollars) to hire a security firm temporarily. This is seen as proactive and potentially cost-saving in terms of police resources.

Liability Concerns: Some council members raised concerns about the city's liability if it funds security services. However, it was noted that the chosen security firm carries liability insurance, mitigating some risk.

Community Message and Funding: There's a debate about the message sent to the community by allocating funds to security for the shelter versus other community needs like school resource officers. There's a call for a clear proposal and budget from the shelter to justify the funding request.

Operational Agreement: Discussion also included the existing agreement where the shelter is responsible for ensuring safety and security, which some council members felt should already cover the current situation.

Clientele and Services: Comparisons were drawn with other shelters like the Shepherd's House, discussing whether similar security measures were necessary given the unique demographics and challenges of Madras' homeless population.

Practical Considerations: The proposal includes a temporary security arrangement for about 120 days, aimed at training shelter staff to eventually handle security and de-escalation internally.

Fiscal Responsibility: Council members expressed a desire to balance fiscal responsibility with ensuring the safety of shelter residents and staff, suggesting a phased approach to funding based on clear operational needs and data.

Overall, the discussion reflects a community grappling with the complex issues of homelessness, security, fiscal responsibility, and operational agreements. The decision-making process hinges on balancing immediate security needs with long-term operational sustainability and community messaging.

IX. Department Reports / Committee Updates

Police Department: Chief Plummer reported Mitch Merritt graduates from the academy Friday.

Finance: Director Knop provided updates on finance team activities and shares her experience as a guest speaker at a local middle school promoting community cleanup.

Community Development: Director Snead reports on progress with building permit software improvements and upcoming funding proposals for industrial site readiness and homeless enforcement.

Community Development: Fatima Weir announces upcoming planning commission activities and recruitment efforts for vacant positions.

Public Works: Director Hurd provides updates on various construction projects and community engagement initiatives related to infrastructure development.

HR Director: Director Mock reports on ongoing projects and upcoming activities, highlighting collaboration with other departments.

City Administrator: Administrator Ibershof report began by acknowledging and appreciating the artwork from elementary students in honor of Arbor Day. He then expressed gratitude for everyone's engagement despite the challenges posed by multiple meetings during the week. Looking ahead, Ibershof anticipated concluding budget discussions pending further talks the next day, aiming to finalize preparations efficiently. Transitioning to community updates, he highlighted upcoming summer events and activities, such as Airport Day and 1st Thursday. Ibershof encouraged council members to participate and potentially staff these events, emphasizing their value in fostering community connections and engagement.

City Recorder: City Recorder Pollock had nothing to report.

Council:

Councilor Townsend had nothing to report. Expresses gratitude to everyone for their efforts as they head into the busy summer season.

Councilor Seibold proposes reducing council meetings to one per month during summer months to align with reduced activity and staff vacations.

Councilor Soliz had nothing to report.

Councilor Yoder emphasized the critical importance of safety within the community, reflecting on a recent Kiwanis meeting where a candidate for attorney general highlighted this issue. Yoder underscored that without safety, essential infrastructure such as highways, schools, and business establishments lose their significance. The councilor stressed the need to prioritize citizen safety, especially in light of recent discussions, possibly referencing Measure 110. Personalizing the issue, Yoder expressed concern for families and children, including their own, and emphasized the profound impact of safety on community well-being. The report concluded with a heartfelt plea to prioritize what truly matters: ensuring a safe environment for all residents.

Councilor Walker agreed with Councilor Yoder and would like continued efforts on safety for our community.

Mayor Lepin report commended the swift and effective response of the local police department and sheriff's office to two recent overdose incidents. The first incident, which occurred late last night, saw the deployment of naloxone by officers, resulting in the successful saving of a life. The second incident involved a cardiac arrest event where despite efforts, the outcome was not favorable. The mayor praised the proactive and decisive actions of the responders, highlighting their dedication and skill in handling these critical situations. He acknowledged their efforts resulted in a commendable 50% save ratio for the night. Mayor Lepin concluded by expressing gratitude and appreciation for their commitment to public safety.

X. Adjourn Council Meeting

Meeting adjourned at 8:09 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

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

Tuesday, May 28, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:04 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

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

Staff:

City Administrator Will Ibershof via Zoom

Police Chief Tim Plummer

Community Development Director Nick Snead

Associate Planner Fatima Taha

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

Human Resources Director Rebecca Mock

City Recorder Keli Pollock

Visitors in Person:

Jeff Rasmussen, Jefferson County

Bart & Patti Carpenter, CASA

Visitors on Zoom:

Brandie McNamee

Thao Tu

III. Public Comments (please limit to 3 minutes)

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

There was no public comment.

IV. Amend or Accept Regular Agenda

Remove item no. 15 from the regular agenda.

Motion:	That we approve the agenda as amended.			
Moved:	Seibold			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

V. City Council Consent Agenda

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

1. Capital Expenditures April 2024
2. Approve the May 13, 2024, Work Session Minutes
3. Approve the April 9, 2024 City Council Meeting Minutes
4. Approve the April 8, 2024, Work Session Minutes

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

VI. Visitor Presentation(s)/Proclamations

1. Foster Care Month Proclamation

Mayor Lepin proclaimed May 2024 as Foster Care Month in Madras, recognizing the contributions of foster parents, social workers, and advocates for their dedication to foster care youth.

2. Vietnamese-American Remembrance Day Proclamation

Mayor Lepin proclaimed April 30 as Vietnamese-American Remembrance Day, honoring contributions from Vietnamese refugees and acknowledging their sacrifices. Thao Tu thanked the council for the proclamation.

VII. Regular Agenda

1. City Vouchers - April 2024

Kate Knop, Finance Director

Presentation on city vouchers was provided by Will Ibershof, and discussed among councilors focusing on detailed breakdowns and improvement recommendations.

Motion:	That council approves the April 2024 city vouchers as presented.			
Moved:	Townsend			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder			
Absences:	None	Nays: 0	Absent: 0	Recused: 1 Walker
Passed:	5/1			

2. City of Madras Financial Overview for the Third Quarter 2023-2024

Kate Knop, Finance Director

Will Ibershof provided the third-quarter financial overview, stating various budget categories and additional administrative functions affecting the departments. Queries from councilors included clarification on administrative costs and future expectations.

3. Resolution No. 09-2024, A Resolution approving a campsite removal and property storage policy.

Nicholas Snead, Community Development Director

Nick Snead introduced Resolution 09-2024, detailing the campsite removal and property storage policy. After some discussion, to ensure the alignment with city dynamics, a motion

was made to approve Resolution 09-2024.

Motion:	I move that the City Council approve Resolution No. 09-2024.		
Moved:	Seibold		
Seconded:	Townsend		
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Absences:	None	Nays: 0	Absent: 0 Recused: 0
Passed:	6/0		

4. iWorQ Contract Amendment for Additional Services for Blue Beam Integration
Nicholas Snead, Community Development Director, Fatima Taha, Associate Planner

Fatima Weir presented the iWorQ contract amendment for Blue Beam Integration. Councilors discussed the budget implications and time efficiency gains.

Motion:	I move that the City Council approve iWorQ Contract Amendment for additional service for Blue Beam and authorize the City Administrator to sign the iWorQ Contract Amendment.		
Moved:	Seibold		
Seconded:	Spencer		
Ayes:	Seibold, Spencer, Townsend, Yoder, Walker		
Absences:	None	Nays: 0	Abstain: Soliz Recused: 0
Passed:	5/1		

5. Approval of Willow Creek Clean Up Funding from Gov. Kotek
Nicholas Snead, Community Development Director

Director Snead put forward a proposal to send a letter to Governor Kotek requesting funding for Willow Creek cleanup due to contamination near the creek.

Motion:	I move to approve the letter to Governor Kotek requesting funding for Willow Creek Clean Up.		
Moved:	Seibold		
Seconded:	Walker		
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Absences:	None	Nays: 0	Absent: 0 Recused: 0
Passed:	6/0		

6. Vactor Truck Purchase
Jeff Hurd, Public Works Director

Jeff Hurd justified the necessity of a new Vactor truck purchase due to the old equipment's inefficiency.

Motion:	That Council approves the purchase of an Vactor Truck from SWS Equipment, LLC in the amount of \$543,463.31.		
Moved:	Spencer		
Seconded:	Walker		
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker		
Absences:	None	Nays: 0	Absent: 0 Recused: 0

Passed:	6/0
----------------	-----

7. Water Meter Replacement Contract

Jeff Hurd, Public Works Director

Jeff Hurd presented the water meter replacement contract with Diversified Construction and Consulting. Following the conversation, Councilor Yoder motioned to approve the contract.

Motion:	Council approve the contract with Diversified Construction and Consulting in the amount of \$46,000.00 and authorize the Public Works Director to approve change orders not to exceed the total project cost of \$50,000.00.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

8. Landscape Maintenance Agreement - Starbucks

Jeff Hurd, Public Works Director

Jeff Hurd introduced the agreement for landscape maintenance between the city and Starbucks to outline specific maintenance responsibilities.

Motion:	Council approves the landscape and irrigation maintenance agreement between the City of Madras and 874 SW Prince LLC			
Moved:	Seibold			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

9. Task Order 02-2024 to H.A. McCoy - Blower Replacement Design

Jeff Hurd, Public Works Director

Jeff Hurd detailed the proposal for engineering consulting regarding blower replacement at the wastewater plant. The need to upgrade and ensuring supporting funding through incentives was emphasized.

Motion:	Council approves task order 02-2024 with H.A. McCoy Engineering and Surveying LLC in the amount of \$39,720.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

10. Purchase of a 2024 JCB 3CX15 Super Backhoe from N&S Tractor

Jeff Hurd, Public Works Director

Jeff Hurd stressed the urgent need for updating outdated equipment.

Motion:	Council approves the purchase of a 2024 JCB 3CX15 Super Backhoe from N&S Tractor Supply in the amount of \$147,043.40			
Moved:	Yoder			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

11. Discussion on Establishing the Process for the City Administrator’s Mid-Year Performance Evaluation

Rebecca Mock, HR Director, Keli Pollock, City Recorder

During the Council meeting, there was extensive discussion regarding the establishment of a mid-year performance evaluation process for the City Administrator. The focus was on creating a method that balances structure with flexibility, potentially involving input from department heads. The consensus leaned towards using a standardized evaluation form. However, instead of Council members directly completing these forms, it was decided that staff would distribute them to directors before an Executive Session. Directors are not tasked with filling out the forms themselves but should be prepared to discuss the content during the session.

The first part of the evaluation process will involve directors meeting with the Council on June 11th in Executive Session following the regular Council meeting. Subsequently, a second Executive Session will follow the June 25th meeting, during which Will will be present to finalize the evaluation and provide feedback.

12. Vacation Time Rollover Extension Request

Rebecca Mock, HR Director

HR Director Mock proposed approval for a vacation time rollover extension request until December 31, 2024, for city employees. The issue stemmed from concerns over unused vacation time accumulating due to busy work schedules and potential staff shortages, particularly highlighted in previous discussions related to law enforcement. Council members and the mayor revisited past decisions and the need for a fair policy across all departments, referencing earlier resolutions that allowed carryover, albeit with varying conditions. Councilor Mike Seibold expressed ethical concerns about employees losing accrued vacation time, advocating for compensation or structured policies to prevent accumulation beyond a reasonable limit. Further discussion was raised about operational concerns and potential financial liabilities if large amounts of accrued vacation were to be paid out upon employee departure, suggesting a cap on carryover hours as a solution. This led to a broader discussion on revising the vacation accrual system to prevent excessive accumulation and ensure employee well-being.

Councilors discussed implementing monthly accruals and proactive measures to encourage vacation usage, aiming to maintain workforce health and operational continuity. They agreed to approve the carryover until December 31, 2024, with plans to revisit and potentially revise the vacation policy to address ongoing concerns and improve efficiency.

Overall, the discussion highlighted the balance between employee benefits, operational needs, and fiscal responsibility, with a commitment to refining policies to better suit the city's evolving requirements.

Motion:	To approve the carryover of vacation hours for all city employees until December 31, 2024.			
Moved:	Soliz			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

13. Resolution 10-2024 A Resolution Approving the Addition of Positions to the City's Salary Schedule

Rebecca Mock, HR Director

Director Mock presented Resolution 10-2024, which approved the addition of various positions to the city's salary schedule. There was discussion surrounding Resolution 10-2024. The city council deliberated on adjustments to the city's salary schedule, specifically concerning several positions:

- 1. Record Specialist for Police Department:** Originally budgeted as an office assistant, it was proposed to reclassify this position based on comparative salary data.
- 2. Airport Technician:** Already budgeted but with adjustments based on task comparisons due to varied job titles in similar positions.
- 3. Senior Planner:** Reclassified within the Community Development Department without adding a new Full-Time Equivalent (FTE), leveraging existing resources.
- 4. City Recorder to City Recorder & Communication Specialist:** This involved expanding the city recorder's role to include communication responsibilities, not adding an FTE but redefining the existing role.

The council clarified that only the Record Specialist and Airport Technician were new FTEs, while the Senior Planner and City Recorder positions were reclassifications. This distinction was critical as the council ensured no additional FTEs were being added beyond what had been budgeted. The resolution was ultimately approved with modifications to reflect these adjustments in the city's salary schedule.

Motion:	That Council approve Resolution No. 10-2024 - A Resolution approving the addition of positions to the City's Salary Schedule with modifications as discussed.			
Moved:	Townsend			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

14. Approve the MOU Between EDCO and the City of Madras and Approve the MOU Between the City of Madras, Cities of Metolius

Will Ibershof, City Administrator

City Administrator Ibershof outlined the memoranda of understanding with EDCO and partner cities for housing and managing the economic development director. Clarifications were provided on the role, budget procedure, and oversight by a steering committee as established in the respective agreements.

Motion:	Approve the MOU between EDCO and the City of Madras, to facilitate the EDCO Director for Jefferson County.			
Moved:	Seibold			
Seconded:	Spencer			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

Motion:	Approve the MOU between the City of Madras, Jefferson County, City of Culver and City of Metolius for an EDCO Director to serve Jefferson County.			
Moved:	Yoder			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Spencer, Townsend, Yoder, Walker			
Absences:	None	Nays: 0	Absent: 0	Recused: 0
Passed:	6/0			

15. Discussion on a Grant to the MACRD of \$25,000 from the TRT Fund
Will Ibershof, City Administrator

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer reported that moving radar reader boards to J Street has significantly improved traffic flow. On June 6th, there will be a focused traffic enforcement effort on J Street, involving five officers. This initiative is a collaborative effort between Jeff's team, the police, and the community, positively affecting traffic near local schools.

Community Development: Director Snead thanked everyone for their support and mentioned working on challenging projects, including updating housing programs. He is optimistic about presenting a well-researched proposal in a few months.

Public Works: Director Hurd expressed gratitude for the approval of their initiatives, noting quick progress on 10th Street, expected to be completed by the end of June. He also mentioned a phase one cleanup at Willow Creek and anticipated a larger cleanup effort in the future. Jeff provided updates on upcoming projects, including a Safe Routes to School application and an airport apron project.

HR: Director Mock recapped a successful event at the golf course, praising Jeff and Keli for their efforts. She enjoyed the opportunity to connect with employees and appreciated the welcoming atmosphere. She concluded by thanking everyone for being understanding with her as a newcomer and mentioned that she would share more updates in the future.

City Administrator: Administrator Ibershof praised department heads for their creativity, mentioning fun activities at a recent event. He expressed pride in the work at Willow Creek and the community's engagement, looking forward to discussing its future as a park.

City Recorder: City Recorder Pollock discussed ongoing communications efforts related to a camp closure, with plans for public updates through social media and press releases. She highlighted the success of the kids' fly-free event at the airport and mentioned the upcoming joint City Council and County Commission meeting. She also noted the start of filing for the general election on June 5th.

Council:

Councilor Townsend expressed gratitude for the hard work of all departments and appreciated the updates on city initiatives, especially praising Fatima for providing updates. She highlighted the value of having pictures to share with the community, making it easier to keep them informed.

Councilor Seibold commended the community development team and police for their efforts in addressing homelessness, praising their systematic "crawl-walk-run" approach. He confirmed with City Recorder that the council will have one meeting per month in July, August, November, and December due to financial report schedules. He appreciated the team's organization and dedication, noting community recognition of their hard work.

Councilor Soliz expressed appreciation for the full attendance of the MRC. He also thanked the city staff for their ongoing hard work.

Councilor Yoder promoted an upcoming event, specifically Airport Day on June 1st, encouraging community participation. He mentioned that the roster for free airplane rides was already full but invited families to attend and enjoy the event. Councilor Yoder expressed gratitude for the efforts and hard work of city staff, particularly commending the police department for their diligent handling of community issues. He acknowledged perceived improvements in addressing these issues compared to the past, expressing appreciation for these efforts.

Councilor Spencer expressed confidence in the council's ability to work independently and effectively, noting that everyone now had the necessary resources. Councilor Spencer also mentioned taking time away from meetings to prioritize family but assured the council that she would catch up on committee work. She highlighted appreciation for the council's progress and emphasized readiness to support from a less active role.

Councilor Walker expressed satisfaction that some initiatives they had been advocating for were making progress, which he believed would benefit the community. He thanked his fellow council members for their support and acknowledged the patience of the staff throughout the process. He also recognized the hard work done behind the scenes by city hall offices.

Mayor Lepin provided an update on the upcoming homeless advisory committee meeting, expressing pride in the staff's efforts and community support. He highlighted the extensive cleanup work undertaken, involving heavy equipment. Lepin emphasized the importance of having a designated camping policy to prevent issues seen in other areas, such as Bend. He mentioned plans to collaborate with county officials to create a comprehensive approach and concluded by affirming that the city is moving in the right direction.

IX. Adjourn Council Meeting

Meeting adjourned at 8:21 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Will Ibershof, City Administrator

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: Budget hearing on the state revenue sharing funds

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

Discussion item only

OVERVIEW:

ORS 221.770 requires cities to pass a yearly resolution stating they want to receive state revenue-sharing money and certify that the two required public hearings were held.

STAFF ANALYSIS:

State revenues from cigarette, liquor, marijuana, highway, and state revenue-sharing funds are budgeted at \$1,037,000 for fiscal year 2024-2025. The General Fund receives the cigarette, liquor, and marijuana taxes totaling \$345,000. State revenue sharing and the highway gas tax total a budget of \$692,000 and are used in the Transportation Operations Fund. A public hearing is held on June 25, 2024. At the city council meeting, the second public hearing is scheduled for June 25, 2024.

FISCAL INFORMATION:

State revenue-sharing totaling \$1,037,000 from the State of Oregon.

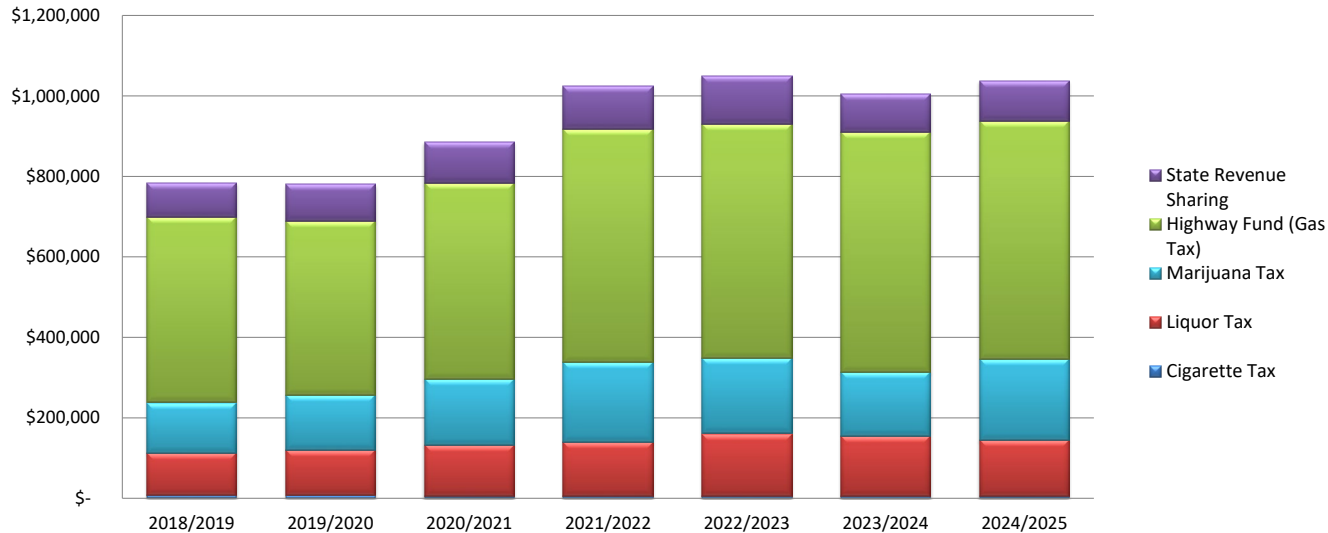
SUPPORTING DOCUMENTATION:

Summary of state revenue-sharing funds 2024-2025

STRATEGIC GOAL:

State Revenue Sharing Funds

Fund	Description	Actual 2018/2019	Actual 2019/2020	Actual 2020/2021	Actual 2021/2022	Actual 2022/2023	Forecasted 2023/2024	Proposed Budget 2024/2025	Per ORS	Definition
General	Cigarette Tax	\$ 7,270	\$ 6,946	\$ 6,157	\$ 5,585	\$ 5,744	\$ 5,800	\$ 5,000	ORS 221.760	Due to the city being less than 100,000 population, the City automatically receives these funds without any prerequisites. The funds are disbursed based on per capita and local and state sales.
General	Liquor Tax	\$ 105,415	\$ 113,053	\$ 125,514	\$ 134,810	\$ 155,592	\$ 150,000	\$ 140,000		
General	Marijuana Tax	\$ 125,403	\$ 136,869	\$ 164,361	\$ 197,617	\$ 186,488	\$ 158,000	\$ 200,000		
TOF	Highway Fund (Gas Tax)	\$ 461,977	\$ 432,134	\$ 487,832	\$ 580,363	\$ 582,142	\$ 596,633	\$ 592,000		
TOF	State Revenue Sharing	\$ 84,432	\$ 91,320	\$ 101,538	\$ 105,619	\$ 120,387	\$ 95,000	\$ 100,000	ORS 221.770	Apportionment is based on quarterly payments of liquor revenues to cities. This is separate from the Liquor taxed derived per ORS 221.760. This calculation is based on population and the level of liquor sales sold per capita of state and city income per capita.
Grand Total		\$ 784,497	\$ 780,322	\$ 885,402	\$ 1,023,994	\$ 1,050,353	\$ 1,005,433	\$ 1,037,000		
<i>Dollar increase from PY</i>		<i>\$ 111,422</i>	<i>\$ (4,175)</i>	<i>\$ 105,080</i>	<i>\$ 243,672</i>	<i>\$ 164,951</i>	<i>\$ (44,920)</i>	<i>\$ 31,567</i>		
<i>Percent of increase from PY</i>		<i>16.6%</i>	<i>-0.5%</i>	<i>13.5%</i>	<i>31.2%</i>	<i>18.6%</i>	<i>-4.3%</i>	<i>3.1%</i>		



RESOLUTION NO. 12-2024

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

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

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

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

SECTION 1: Pursuant to ORS 221.770, the City hereby elects to receive State revenues for fiscal year 2024-25.

SECTION 2: This resolution shall become effective on July 1, 2024.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor on this 25th day of June 2024.

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

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on June 25th, 2024, and a public hearing before the City Council on June 25th, 2024, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Will Ibershof, City Administrator

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **PUBLIC BUDGET HEARING FOR THE 2024-2025 APPROVED BUDGET**
The 2024-2025 Budget as approved by the Budget Committee.

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

N/A

OVERVIEW:

After the budget committee approves the budget, the governing body publishes a summary of the budget (LB-1) and holds a public hearing. The public hearing encourages public participation.

STAFF ANALYSIS:

The 2024-25 budget reflects a moderate increase in property taxes, 2.0 FTEs in the police department, and 1.0 FTEs for the airport. The city continued its budget restructuring with the reallocation of 11.5 FTE from the internal service fund for public works and elected the 10% de minimis indirect cost rate for 2024-25.

The indirect rates can be applied to all federal awards and for general operating administrative support. The continuing improvements in realigning budget resources within the city are allowing for capital improvement in the enterprise funds.

FISCAL INFORMATION:

The public hearing provides information on the approved budget and proposed adopted budget resolution.

SUPPORTING DOCUMENTATION:

The City of Madras LB-1 and Resolution No. 13-2024.

STRATEGIC GOAL:

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Common Council of the City of Madras, Oregon will be held on June 25, 2024 at 5:30 pm at City Hall, 125 SW "E" Street, Madras, Oregon 97741. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the City of Madras Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at City Hall, 125 SW "E" Street, Madras, Oregon 97741, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday beginning June 19, 2024. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year. Virtual Meeting details can be found on the City's Website. This notice is concurrently posted on the City's Website: www.cityofmadras.us.
 Contact: Will Ibershof, City Administrator Telephone: 541-475-2344 Email: wibershof@cityofmadras.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-2023	Adopted Budget This Year 2023-2024	Approved Budget Next Year 2024-2025
Beginning Fund Balance/Net Working Capital	13,240,529	13,496,368	15,171,031
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	12,334,935	10,948,089	10,118,561
Federal, State and All Other Grants, Gifts, Allocations and Donations	7,723,135	9,813,275	5,627,094
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	3,018,731	2,047,960	2,683,645
All Other Resources Except Current Year Property Taxes	2,498,530	2,472,011	2,733,724
Current Year Property Taxes Estimated to be Received	1,722,980	1,785,857	2,015,186
Total Resources	40,538,840	40,563,560	38,349,241

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	4,617,081	5,691,822	6,261,552
Materials and Services	9,805,693	9,800,035	8,629,132
Capital Outlay	6,986,505	11,348,946	8,164,925
Debt Service	1,481,851	1,582,600	1,555,516
Interfund Transfers	3,018,730	1,949,960	3,120,889
Contingencies	0	3,496,840	1,597,508
Special Payments	75,599	585,500	710,500
Unappropriated Ending Balance and Reserved for Future Expenditure	14,553,381	6,107,857	8,309,219
Total Requirements	40,538,840	40,563,560	38,349,241

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Name: General Fund	4,938,393	8,163,805	0
FTE	0.0	0.0	0.0
Name: General Fund - Administration	0	905,644	886,996
FTE	0.0	3.0	3.00
Name: General Fund - Community Development	0	503,883	530,105
FTE	0.0	2.0	2.0
Name: General Fund - Parks	0	669,578	593,156
FTE	0.0		1.25
Name: General Fund - Police Department	2,399,455	2,817,644	3,205,847
FTE	13.0	14.0	16.0
Name: General Fund - Finance	0	710,427	648,897
FTE	0.0	4.0	4.0
Name: General Fund - Non-Departmental	0	0	2,998,947
FTE	0.0	0.0	0.0
Name: Transportation Operations	5,250,086	4,815,484	4,415,800
FTE	0.0	0.0	2.25
Name: Parks	1,601,465	0	0
FTE	0.0	0.0	0.0
Name: Golf Course	883,500	1,037,431	1,607,543
FTE	0.0	0.0	2.25
Name: Tourism Economic Development	885,996	907,562	1,079,067
FTE	0.0	0.0	0.0
Name: SDC Street Improvement	1,291,306	1,328,317	1,234,863
FTE	0.0	0.0	0.0
Name: SDC Storm Improvement	131,666	146,063	157,766
FTE	0.0	0.0	0.0
Name: Improvement Fee Fund	571,637	391,377	554,031
FTE	0.0	0.0	0.0
Name: SDC Park Improvement	472,524	441,603	1,838,508
FTE	0.0	0.0	0.0
Name: Water Operations	3,366,024	1,253,904	1,449,066
FTE	0.0	0.0	1.5
Name: WasteWater Operations	7,904,521	11,971,507	10,619,189
FTE	0.0	0.0	5.1
Name: SDC WasteWater Improvement	857,060	919,870	988,725
FTE	0.0	0.0	0.0
Name: Airport Operations	2,786,950	2,342,367	2,743,626
FTE	1.0	1.00	2.0
Name: Airport Construction	35,970	0	0
FTE	0.0	0.0	0.0
Name: Community Development	659,585	0	0
FTE	2.0	0.0	0.0

Name: ISF - Central Services	2,246,840	0	0
FTE	7.00	0.00	0.00
Name: Community Cleanup	136,077	197,195	232,273
FTE	0.0	0.0	0.0
Name: ISF - Information Technology Fund	201,696	232,338	243,808
FTE	0.00	0.00	0.00
Name: ISF - Public Works Staff	3,478,995	2,984,325	1,625,827
FTE	14.00	15.00	2.50
Name: ISF - Building	0	0	0
FTE	0.0	0.0	0.0
Name: Debt Service	254,625	261,025	252,775
FTE	0.0	0.0	0.0
Name: Pension Stabilization	147,606	306,120	396,804
FTE	0.0	0.0	0.0
Name: Debt Reserve	36,863	45,623	45,623
FTE	0.0	0.0	0.0
Total Requirements	40,538,840	43,353,092	38,349,241
Total FTE	37.00	39.00	41.75

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

The 2024-25 budget reflects a moderate increase in property taxes, 2.0 FTEs in the police department, and 1.0 FTEs for the airport. The city continued its budget restructuring with the reallocation of 11.5 FTE from the internal service fund for public works and elected the 10% de minimis indirect cost rate for 2024-25. The indirect rates can be applied to all federal awards and for general operating administrative support. The continuing improvements in realigning budget resources within the city are allowing for capital improvement in the enterprise funds.

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 4.1262 per \$1,000)	\$4.1262	\$4.1262	\$4.1262
Local Option Levy	0	0	0
Levy For General Obligation Bonds	\$0.00	\$0.00	\$0.00

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1, 2024	Estimated Debt Authorized, But Not Incurred on July 1, 2024
General Obligation Bonds	\$0	\$0
Other Bonds	\$15,110,000	\$0
Other Borrowings	\$4,770,091	\$768,320
Total	\$19,880,091	\$768,320

Publication: June 19, 2024 in the Madras Pioneer

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the common Council of the City of Madras hereby adopts the budget for fiscal year 2024-2025 in the total amount of \$38,349,241. This budget is now on file at 125 SW E Street in Madras, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED that the amounts shown below are hereby appropriated for for the fiscal year beginning July 1, 2024, and for the purposes:

General Fund

	2024-2025 Adopted Budget	
Administration:		
Personnel Services	\$ 610,196	
Materials & Services	276,800	
Subtotal Administration		<u>886,996</u>
Community Development:		
Personnel Services	385,346	
Materials & Services	144,760	
Subtotal Community Development		<u>530,106</u>
Parks:		
Personnel Services	166,604	
Materials & Services	426,552	
Capital Outlay	-	
Subtotal Parks		<u>593,156</u>
Police Department:		
Personnel Services	2,473,019	
Materials & Services	637,903	
Capital Outlay	94,925	
Subtotal Non-Departmental		<u>3,205,847</u>
Finance:		
Personnel Services	\$ 562,533	
Materials & Services	86,364	
Subtotal Police Department		<u>648,897</u>
Non-Departmental:		
Materials & Services	68,500	
Capital Outlay	51,000	
Special Payments	330,000	
Interfund Transfers	595,000	
Debt Service	208,000	
Operating Contingency	363,000	

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Subtotal Non-Departmental	1,615,500
Total General Fund Appropriation	<u>\$ 7,480,502</u>
<u>Tourism/Economic Development Fund</u>	
Materials & Services	499,800
Special Payments	5,500
Interfund Transfers	58,500
Operating Contingency	<u>-</u>
Total Tourism/Economic Development Fund Appropriation	<u>\$ 563,800</u>
<u>Transportation Operations Fund</u>	
Personnel	281,045
Materials & Services	1,415,357
Capital Outlay	1,375,000
Debt Service	201,119
Interfund Transfers	131,055
Operating Contingency	<u>150,000</u>
Total Transportation Operations Fund Appropriation	<u>\$ 3,553,577</u>

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

SDC Street Improvement fund

Interfund Transfers	960,810
Operating Contingency	150,000

Total SDC Street Improvement Fund Appropriation **\$ 1,110,810**

SDC Storm Water Improvement Fund

Interfund Transfers	43,777
Operating Contingency	50,000

Total SDC Storm Water Improvement Fund Appropriation **\$ 93,777**

Improvement Fee Fund

Interfund Transfers	70,000
Capital Outlay	320,000

Total Improvement Fee Fund Appropriation **\$ 390,000**

Golf Course Fund

Personnel	266,272
Materials & Services	821,045
Capital Outlay	50,000
Contingency	75,000

Total Golf Course Fund Appropriation **\$ 1,212,317**

SDC Park Improvement Fund

Capital Outlay	1,755,000
Interfund Transfers	-
Operating Contingency	33,508

Total SDC Park Improvement Fund Appropriation **\$ 1,788,508**

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Water Operations Fund

Personnel	216,758
Materials & Services	752,789
Debt Service	9,600
Operating Contingency	75,000

Total Water Operations Fund Appropriation \$ 1,054,147

Wastewater Operations Fund

Personnel	658,725
Materials & Services	1,740,177
Capital Outlay	3,250,000
Interfund Transfers	1,075,000
Debt Service	801,152
Operating Contingency	250,000

Total Wastewater Operations Fund Appropriation \$ 7,775,054

SDC Wastewater Improvement Fund

Interfund Transfers	186,747
Operating Contingency	200,000

Total SDC Wastewater Improvement Fund Appropriation \$ 386,747

Airport Operations Fund

Personnel Services	305,020
Materials & Services	1,108,234
Capital Outlay	587,000
Interfund Transfers	-
Debt Service	87,445
Operating Contingency	125,000

Total Airport Operations Fund Appropriation \$ 2,212,699

Airport Construction Fund

Interfund Transfers	-
---------------------	---

Total Airport Construction Fund Appropriation \$ -

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Internal Services Information Technology Fund

Materials & Services		213,808
Operating Contingency		30,000
Total Internail Services Information Technology Fund Appropriation		<u>243,808</u>

Community Clean Up Fund

Materials & Services		143,700
Operating Contingency		51,000
Total Community Cleanup Fund Appropriation	\$	<u>194,700</u>

Internal Services Public Works Staff & Fund

Public Works Staff:		
Personnel Services	336,034	
Materials & Services	<u>105,884</u>	
Subtotal PW Staff		\$ 441,918
Fleet:		
Materials & Services	192,803	
Capital Outlay	<u>682,000</u>	
Subtotal Fleet		\$ 874,803
Non-Departmental:		
Operating Contingency	<u>75,000</u>	
Subtotal Fleet		\$ <u>75,000</u>
Total Internal Services Public Works Staff & Fleet Fund Appropriation		\$ <u>1,391,721</u>

Debt Service Fund

Materials & Services		-
Debt Service		<u>248,200</u>
Total Debt Service Fund Appropriation	\$	<u>248,200</u>

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Pension Stabilization Fund

Special Payments	375,000
	<hr/>
Total Pension Stabilization Fund Appropriation	\$ 375,000
	<hr/>

Total Appropriation, All Funds

	\$ 30,075,366
<i>Total Unappropriated Amounts and Reserve for Future Expenditure, All Funds</i>	\$ 8,273,875
TOTAL ADOPTED BUDGET	\$ 38,349,241
	<hr/> <hr/>

<i>Percentage of Unappropriated and Reserves to total appropriations</i>	27.51%
--	--------

SUMMARY OF BUDGET CATEGORIES

	2024-2025 Adopted Budget
Personnel Services	4,672,149
Materials & Services	5,327,907
Capital Outlay	6,159,925
Debt Service	1,555,516
Interfund Transfers	4,674,834
Special Payments	710,500
Operating Contingency	1,627,508
Total Appropriation	<hr/> 24,728,339

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

RESOLUTION IMPOSING THE TAX

BE IT FURTHER RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for the tax year 2024-2025:

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

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

RESOLUTION CATEGORIZING THE TAX

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

Subject to the General Government Limitation

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

Excluded from Limitation

Not applicable

This resolution shall become effective on July 1, 2024.

ADOPTED by the Common Council of the City of Madras, the above resolution statements were approved and declared adopted on this 25th day of June, 2024.

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

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on April 24, 2024, and a public hearing before the City Council was held on June 25, 2024 giving citizens an opportunity to comment on the 2024-25 budget for the City of Madras.

Will Ibershof, City Administrator

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION NO 14-2024 – PROPOSED SUPPLEMENTAL BUDGET**
A resolution authorizing an increase in appropriations to recognize unanticipated revenues and expenses, and the transfer of appropriations within funds for the fiscal year 2023-2024.

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

Discussion item only.

OVERVIEW:

Oregon’s Local Budget Law recognizes the budget may be modified throughout the fiscal year. This modification may take place through resolution, a supplemental budget or through a supplemental budget hearing.

STAFF ANALYSIS:

This supplemental budget resolution addresses an increase in appropriation of greater than 10% and recognizes unanticipated revenues, thus a public hearing is required. In addition, a supplemental budget notice is required and was advertised in the Madras Pioneer on June 19, 2024.

This resolution changes the 2023-2024 budget and keeps the city in compliance with Oregon Budget Law.

FISCAL INFORMATION:

The supplemental budget adjustments are necessary for the Community Cleanup, SDC Park Improvement, and Airport Funds per ORS 294.463 and 294.456 to recognize unanticipated revenues, expenses, and to transfer appropriations within funds.

SUPPORTING DOCUMENTATION:

Resolution 14-2024 Supplemental Budget Resolution and

STRATEGIC GOAL:

**BEFORE THE COMMON COUNCIL OF THE CITY OF MADRAS,
STATE OF OREGON**

IN THE MATTER OF:)
 Accepting Revenue, changing related)
 appropriations, line-item adjustments, and) Resolution No. 14-2024
 changing expenditure budget appropriations)
 for City Funds for FY 2023-24 Fiscal Year)

WHEREAS, THE ABOVE ENTITLED MATTER came to the attention of the Mayor, and the City Council finding that it is necessary to adjust budget appropriations for various City Funds for the 2023-24 fiscal year; and,

WHEREAS, this budget adjustment is necessary to reflect various needs that were unanticipated at the time of the budget cycle, all of which are necessary to allow the City to perform its duties and be in budget compliance; and,

WHEREAS, to approve a budget providing for the following additional appropriations in the 2023-24 budget in accordance with ORS 294.463, transfers of appropriations within a fund or between funds; and in accordance with ORS 294.456, to increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds.

THEREFORE IT IS HEREBY RESOLVED that the following adjustments be included in the City Funds for the fiscal year 2023-24.

Budget Adjustments

<i>Line Item</i>	<i>Change</i>	<i>GL Number</i>	<i>Debit</i>	<i>Credit</i>
COMMUNITY CLEANUP FUND (205)				
Materials & Services				
Homeless Cleanup	Increase	205-205-520-1204	50,000.00	
Contingency				
Operating Contingency	Decrease	208-208-590-1010		50,000.00
<i>An increase in materials and services appropriations are necessary for the increase in community and homeless cleanup expenditures.</i>				
SDC PARK IMPROVEMENT (402)				
Total Shared Revenue				
Grant - Hoffman Park	Increase	402-402-340-4132		30,000.00
Capital Outlay				
Hoffman Park	Increase	402-402-340-4132	50,000.00	
Contingency				
Operating Contingency	Decrease	402-402-590-1010		20,000.00
<i>An increase in capital outlay appropriation is necessary for the Hoffman Park design and construction.</i>				

AIRPORT OPS FUNDS (509)				
--------------------------------	--	--	--	--

Revenue from Other Agencies

FAA CIP Funding - Apron	Increase	509-090-345-4117		1,374,712.00
ODA Grant - Helibase	Increase	509-090-345-4118		340,957.00

Capital Outlay

Airport and Fencing Improvements	Increase	509-090-540-1015	1,631,000.00	
Airport Improvement	Increase	509-090-540-1001	40,000.00	
Helipad	Increase	509-090-540-1009	245,277.00	

Operating Contingency

Operating Contingency	Decrease	509-090-590-1010		200,608.00
-----------------------	----------	------------------	--	------------

An increase in capital outlay appropriations are necessary to reflect the increase in appropriations for the apron, helibase, and helibase road projects. Grant funding was received for the projects and contingency is used for the required match.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

 Mike Lepin, Mayor

ATTEST:

 Keli Pollock, City Recorder

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for the City of Madras, Oregon for the fiscal year July 1, 2023 to June 30, 2024, will be held at the City Hall 125 SW "E" Street Madras, OR 97741

The hearing will take place on June 25, 2024, at 6:00 PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after June 19, 2024, at City Hall, 125 SW "E" Street Madras, OR 97741, between the hours of 8:00 AM and 5:00 PM

SUMMARY OF SUPPLEMENTAL BUDGET

	Current Appropriations	Increase (Decrease)	Amended Budget
<u>COMMUNITY CLEAN-UP FUND (205)</u>			
Beginning Fund Balance	\$ 81,695	\$ 25,000	\$ 106,695
Materials & Services	905,644	50,000	955,644
Operating Contingency	25,000	(25,000)	-
Total Increase/(Decrease) in Community Clean-Up Fund	\$ 1,012,339		\$ 1,062,339
An increase in materials and services appropriations are necessary for the increase in community and homeless cleanup expenditures.			
<u>SDC PARK IMPROVEMENT FUND (402)</u>			
Total Shared Revenues	\$ -	\$ 30,000	\$ 30,000
Capital Outlay	-	50,000	50,000
Contingency	150,000	(20,000)	130,000
Total Increase/(Decrease) in SDC Park Improvement Fund	\$ 150,000		\$ 210,000
An increase in capital outlay appropriation is necessary for the Hoffman Park design and construction..			
<u>AIRPORT OPS FUND (509)</u>			
Revenue from Other Agencies	\$ 150,000	\$ 1,715,669	\$ 1,865,669
Capital Outlay	319,000	1,916,277	2,235,277
Contingency	300,000	(200,608)	99,392
Total Increase/(Decrease) in Airport Ops Fund	\$ 769,000		\$ 4,200,338
An increase in capital outlay appropriations are necessary to reflect the increase in appropriations for the apron, helibase, and helibase road projects. Grant funding was received for the projects and contingency is used for the required match.			

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION 12-2024 ELECTION TO RECEIVE SHARED STATE REVENUE FUNDS**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve resolution 12-2024 Election to Receive Shared State Revenue Funds

OVERVIEW:

ORS 221.770 requires cities to pass a yearly resolution stating that they want to receive state revenue-sharing money and certify that the two required public hearings were held.

STAFF ANALYSIS:

State revenues from cigarette, liquor, marijuana, highway, and state revenue-sharing funds are budgeted at \$1,037,000 for fiscal year 2024-2025. The General Fund receives the cigarette, liquor, and marijuana taxes, which total \$345,000. State revenue sharing and the highway gas tax total a budget of \$692,000 and are used in the Transportation Operations Fund.

A public hearing is held on June 25, 2024. At the city council meeting, the second public hearing is scheduled for June 25, 2024.

FISCAL INFORMATION:

State revenue-sharing totaling \$1,037,000 from the State of Oregon.

SUPPORTING DOCUMENTATION:

Summary of state revenue-sharing funds 2024-2025 and Resolution 12-2024.

STRATEGIC GOAL:

RESOLUTION NO. 12-2024

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

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

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

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

SECTION 1: Pursuant to ORS 221.770, the City hereby elects to receive State revenues for fiscal year 2024-25.

SECTION 2: This resolution shall become effective on July 1, 2024.

ADOPTED by the Common Council of the City of Madras and signed by the Mayor on this 25th day of June 2024.

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

Mike Lepin, Mayor

ATTEST:

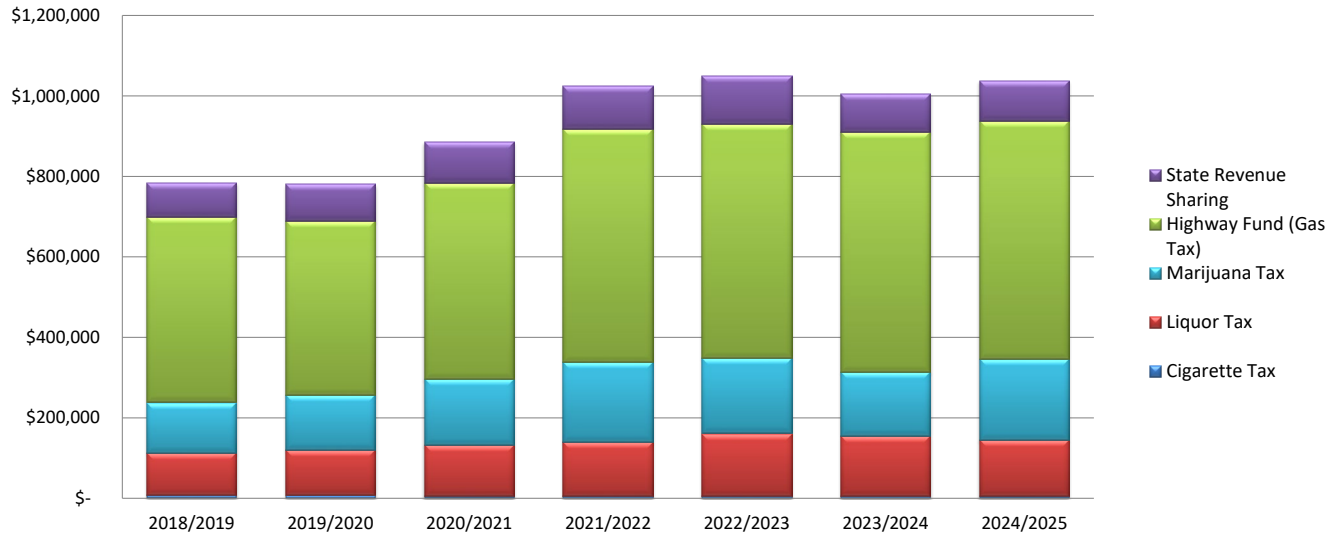
Keli Pollock, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on June 25th, 2024, and a public hearing before the City Council on June 25th, 2024, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Will Ibershof, City Administrator

State Revenue Sharing Funds

Fund	Description	Actual 2018/2019	Actual 2019/2020	Actual 2020/2021	Actual 2021/2022	Actual 2022/2023	Forecasted 2023/2024	Proposed Budget 2024/2025	Per ORS	Definition
General	Cigarette Tax	\$ 7,270	\$ 6,946	\$ 6,157	\$ 5,585	\$ 5,744	\$ 5,800	\$ 5,000	ORS 221.760	Due to the city being less than 100,000 population, the City automatically receives these funds without any prerequisites. The funds are disbursed based on per capita and local and state sales.
General	Liquor Tax	\$ 105,415	\$ 113,053	\$ 125,514	\$ 134,810	\$ 155,592	\$ 150,000	\$ 140,000		
General	Marijuana Tax	\$ 125,403	\$ 136,869	\$ 164,361	\$ 197,617	\$ 186,488	\$ 158,000	\$ 200,000		
TOF	Highway Fund (Gas Tax)	\$ 461,977	\$ 432,134	\$ 487,832	\$ 580,363	\$ 582,142	\$ 596,633	\$ 592,000		
TOF	State Revenue Sharing	\$ 84,432	\$ 91,320	\$ 101,538	\$ 105,619	\$ 120,387	\$ 95,000	\$ 100,000	ORS 221.770	Apportionment is based on quarterly payments of liquor revenues to cities. This is separate from the Liquor taxed derived per ORS 221.760. This calculation is based on population and the level of liquor sales sold per capita of state and city income per capita.
Grand Total		\$ 784,497	\$ 780,322	\$ 885,402	\$ 1,023,994	\$ 1,050,353	\$ 1,005,433	\$ 1,037,000		
<i>Dollar increase from PY</i>		<i>\$ 111,422</i>	<i>\$ (4,175)</i>	<i>\$ 105,080</i>	<i>\$ 243,672</i>	<i>\$ 164,951</i>	<i>\$ (44,920)</i>	<i>\$ 31,567</i>		
<i>Percent of increase from PY</i>		<i>16.6%</i>	<i>-0.5%</i>	<i>13.5%</i>	<i>31.2%</i>	<i>18.6%</i>	<i>-4.3%</i>	<i>3.1%</i>		



CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION 13-2024 ADOPT 2024-2025 BUDGET**
To adopt the 2024-2025 Budget as approved by the Budget Committee.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

The resolution language is attached.

OVERVIEW:

Resolution No. 13-2024 adopts the budget, makes appropriations, imposes taxes, and categorizes the taxes as provided in the approved budget.

STAFF ANALYSIS:

Approval of this resolution will conclude the budget development process for 2024-2025.

FISCAL INFORMATION:

This adopted budget will fund all City programs and operations in the fiscal year 2024-2025.

SUPPORTING DOCUMENTATION:

Resolution No. 13-2024

STRATEGIC GOAL:

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the common Council of the City of Madras hereby adopts the budget for fiscal year 2024-2025 in the total amount of \$38,349,241. This budget is now on file at 125 SW E Street in Madras, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED that the amounts shown below are hereby appropriated for for the fiscal year beginning July 1, 2024, and for the purposes:

<u>General Fund</u>	2024-2025 Adopted Budget	
Administration:		
Personnel Services	\$ 610,196	
Materials & Services	276,800	
Subtotal Administration		886,996
Community Development:		
Personnel Services	385,346	
Materials & Services	144,760	
Subtotal Community Development		530,106
Parks:		
Personnel Services	166,604	
Materials & Services	426,552	
Capital Outlay	-	
Subtotal Parks		593,156
Police Department:		
Personnel Services	2,473,019	
Materials & Services	637,903	
Capital Outlay	94,925	
Subtotal Non-Departmental		3,205,847
Finance:		
Personnel Services	\$ 562,533	
Materials & Services	86,364	
Subtotal Police Department		648,897
Non-Departmental:		
Materials & Services	68,500	
Capital Outlay	51,000	
Special Payments	330,000	
Interfund Transfers	595,000	
Debt Service	208,000	
Operating Contingency	363,000	

RESOLUTION NO. 13-2024

**A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND
CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.**

Subtotal Non-Departmental	1,615,500
	<hr/>
Total General Fund Appropriation	\$ 7,480,502
	<hr/>
<u>Tourism/Economic Development Fund</u>	
Materials & Services	499,800
Special Payments	5,500
Interfund Transfers	58,500
Operating Contingency	-
	<hr/>
Total Tourism/Economic Development Fund Appropriation	\$ 563,800
	<hr/>
<u>Transportation Operations Fund</u>	
Personnel	281,045
Materials & Services	1,415,357
Capital Outlay	1,375,000
Debt Service	201,119
Interfund Transfers	131,055
Operating Contingency	150,000
	<hr/>
Total Transportation Operations Fund Appropriation	\$ 3,553,577
	<hr/>

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

SDC Street Improvement fund

Interfund Transfers	960,810
Operating Contingency	150,000
	<hr/>
Total SDC Street Improvement Fund Appropriation	\$ 1,110,810

SDC Storm Water Improvement Fund

Interfund Transfers	43,777
Operating Contingency	50,000
	<hr/>
Total SDC Storm Water Improvement Fund Appropriation	\$ 93,777

Improvement Fee Fund

Interfund Transfers	70,000
Capital Outlay	320,000
	<hr/>
Total Improvement Fee Fund Appropriation	\$ 390,000

Golf Course Fund

Personnel	266,272
Materials & Services	821,045
Capital Outlay	50,000
Contingency	75,000
	<hr/>
Total Golf Course Fund Appropriation	\$ 1,212,317

SDC Park Improvement Fund

Capital Outlay	1,755,000
Interfund Transfers	-
Operating Contingency	33,508
	<hr/>
Total SDC Park Improvement Fund Appropriation	\$ 1,788,508

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Water Operations Fund

Personnel	216,758
Materials & Services	752,789
Debt Service	9,600
Operating Contingency	75,000
	<hr/>

Total Water Operations Fund Appropriation \$ 1,054,147

Wastewater Operations Fund

Personnel	658,725
Materials & Services	1,740,177
Capital Outlay	3,250,000
Interfund Transfers	1,075,000
Debt Service	801,152
Operating Contingency	250,000
	<hr/>

Total Wastewater Operations Fund Appropriation \$ 7,775,054

SDC Wastewater Improvement Fund

Interfund Transfers	186,747
Operating Contingency	200,000
	<hr/>

Total SDC Wastewater Improvement Fund Appropriation \$ 386,747

Airport Operations Fund

Personnel Services	305,020
Materials & Services	1,108,234
Capital Outlay	587,000
Interfund Transfers	-
Debt Service	87,445
Operating Contingency	125,000
	<hr/>

Total Airport Operations Fund Appropriation \$ 2,212,699

Airport Construction Fund

Interfund Transfers	-
	<hr/>

Total Airport Construction Fund Appropriation \$ -

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Internal Services Information Technology Fund

Materials & Services		213,808
Operating Contingency		30,000
Total Internail Services Information Technology Fund Appropriation		<u>243,808</u>

Community Clean Up Fund

Materials & Services		143,700
Operating Contingency		51,000
Total Community Cleanup Fund Appropriation	\$	<u>194,700</u>

Internal Services Public Works Staff & Fund

Public Works Staff:		
Personnel Services	336,034	
Materials & Services	<u>105,884</u>	
Subtotal PW Staff		\$ 441,918
Fleet:		
Materials & Services	192,803	
Capital Outlay	<u>682,000</u>	
Subtotal Fleet		\$ 874,803
Non-Departmental:		
Operating Contingency	<u>75,000</u>	
Subtotal Fleet		\$ <u>75,000</u>
Total Internal Services Public Works Staff & Fleet Fund Appropriation		\$ <u>1,391,721</u>

Debt Service Fund

Materials & Services		-
Debt Service		<u>248,200</u>
Total Debt Service Fund Appropriation	\$	<u>248,200</u>

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

Pension Stabilization Fund

Special Payments	375,000
	<hr/>
Total Pension Stabilization Fund Appropriation	\$ 375,000
	<hr/>

Total Appropriation, All Funds

	\$ 30,075,366
<i>Total Unappropriated Amounts and Reserve for Future Expenditure, All Funds</i>	\$ 8,273,875
TOTAL ADOPTED BUDGET	\$ 38,349,241
	<hr/> <hr/>

<i>Percentage of Unappropriated and Reserves to total appropriations</i>	27.51%
--	--------

SUMMARY OF BUDGET CATEGORIES

	2024-2025 Adopted Budget
Personnel Services	4,672,149
Materials & Services	5,327,907
Capital Outlay	6,159,925
Debt Service	1,555,516
Interfund Transfers	4,674,834
Special Payments	710,500
Operating Contingency	1,627,508
Total Appropriation	<hr/> 24,728,339

RESOLUTION NO. 13-2024

A RESOLUTION ADOPTING THE 2024-2025 BUDGET, MAKING APPROPRIATIONS, IMPOSING THE TAX, AND CATEGORIZING THE TAX IN ACCORDANCE WITH ORS 294.456.

RESOLUTION IMPOSING THE TAX

BE IT FURTHER RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for the tax year 2024-2025:

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

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

RESOLUTION CATEGORIZING THE TAX

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

Subject to the General Government Limitation

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

Excluded from Limitation

Not applicable

This resolution shall become effective on July 1, 2024.

ADOPTED by the Common Council of the City of Madras, the above resolution statements were approved and declared adopted on this 25th day of June, 2024.

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

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

I certify that a public hearing was held before the Budget Committee meeting on April 24, 2024, and a public hearing before the City Council was held on June 25, 2024 giving citizens an opportunity to comment on the 2024-25 budget for the City of Madras.

Christy Wurster, Interim City Administrator

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION NO 14-2024 - PROPOSED SUPPLEMENTAL BUDGET**
A resolution authorizing an increase in appropriations to recognize unanticipated revenues and expenses, and the transfer of appropriations of funds for the fiscal year 2023-2024.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. 14-2024.

OVERVIEW:

Oregon's Local Budget Law recognizes the budget may be modified throughout the fiscal year. This modification may take place through resolution, a supplemental budget or through a supplemental budget hearing.

STAFF ANALYSIS:

This supplemental budget resolution addresses an increase in appropriation of greater than 10% and recognizes unanticipated revenues, thus a public hearing is required.

In addition, a supplemental budget notice is required and was advertised in the Madras Pioneer on June 19, 2024.

This resolution changes the 2023-2024 budget and keeps the city in compliance with Oregon Budget Law.

FISCAL INFORMATION:

The supplemental budget adjustments are necessary for the Community Cleanup, SDC Park Improvement, and Airport Funds per ORS 294.463 and 294.456 to recognize unanticipated revenues, expenses, and to transfer appropriations within funds.

SUPPORTING DOCUMENTATION:

Resolution 14-2024 Supplemental Budget Resolution

STRATEGIC GOAL:

**BEFORE THE COMMON COUNCIL OF THE CITY OF MADRAS,
STATE OF OREGON**

IN THE MATTER OF:)
 Accepting Revenue, changing related)
 appropriations, line-item adjustments, and) Resolution No. 14-2024
 changing expenditure budget appropriations)
 for City Funds for FY 2023-24 Fiscal Year)

WHEREAS, THE ABOVE ENTITLED MATTER came to the attention of the Mayor, and the City Council finding that it is necessary to adjust budget appropriations for various City Funds for the 2023-24 fiscal year; and,

WHEREAS, this budget adjustment is necessary to reflect various needs that were unanticipated at the time of the budget cycle, all of which are necessary to allow the City to perform its duties and be in budget compliance; and,

WHEREAS, to approve a budget providing for the following additional appropriations in the 2023-24 budget in accordance with ORS 294.463, transfers of appropriations within a fund or between funds; and in accordance with ORS 294.456, to increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds.

THEREFORE IT IS HEREBY RESOLVED that the following adjustments be included in the City Funds for the fiscal year 2023-24.

Budget Adjustments

<i>Line Item</i>	<i>Change</i>	<i>GL Number</i>	<i>Debit</i>	<i>Credit</i>
COMMUNITY CLEANUP FUND (205)				
Materials & Services				
Homeless Cleanup	Increase	205-205-520-1204	50,000.00	
Contingency				
Operating Contingency	Decrease	208-208-590-1010		50,000.00
<i>An increase in materials and services appropriations are necessary for the increase in community and homeless cleanup expenditures.</i>				

SDC PARK IMPROVEMENT (402)				
Total Shared Revenue				
Grant - Hoffman Park	Increase	402-402-340-4132		30,000.00
Capital Outlay				
Hoffman Park	Increase	402-402-340-4132	50,000.00	
Contingency				
Operating Contingency	Decrease	402-402-590-1010		20,000.00
<i>An increase in capital outlay appropriation is necessary for the Hoffman Park design and construction.</i>				

AIRPORT OPS FUNDS (509)

Revenue from Other Agencies

FAA CIP Funding - Apron	Increase	509-090-345-4117	1,374,712.00
ODA Grant - Helibase	Increase	509-090-345-4118	340,957.00

Capital Outlay

Airport and Fencing Improvements	Increase	509-090-540-1015	1,631,000.00
Airport Improvement	Increase	509-090-540-1001	40,000.00
Helipad	Increase	509-090-540-1009	245,277.00

Operating Contingency

Operating Contingency	Decrease	509-090-590-1010	200,608.00
-----------------------	----------	------------------	------------

An increase in capital outlay appropriations are necessary to reflect the increase in appropriations for the apron, helibase, and helibase road projects. Grant funding was received for the projects and contingency is used for the required match.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

 Mike Lepin, Mayor

ATTEST:

 Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION NO 15-2024 – PROPOSED BUDGET RESOLUTION**
A resolution authorizing an increase in appropriations to recognize unanticipated revenues and expenses, and the transfer of appropriations within funds for the fiscal year 2023-2024.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve resolution 15-2024 budget resolution.

OVERVIEW:

Oregon's Local Budget Law recognizes the budget may be modified throughout the fiscal year. This modification may take place through resolution.

STAFF ANALYSIS:

This budget resolution addresses an increase in appropriation of *not* greater than 10% and recognizes unanticipated revenues and expenses, and the transfer of appropriations with funds for the fiscal year 2023-2024.

FISCAL INFORMATION:

The budget resolution adjustments are necessary for the General Fund, Golf Course, ISF-IT, and ISF-PW Funds per ORS 294.463 to recognize unanticipated revenues, expenses, and to transfer appropriations within funds.

SUPPORTING DOCUMENTATION:

Budget Resolution 15-2024

STRATEGIC GOAL:

**BEFORE THE COMMON COUNCIL OF THE CITY OF MADRAS,
STATE OF OREGON**

IN THE MATTER OF:)
 Accepting Revenue, changing related)
 appropriations, line-item adjustments, and) Resolution No. 15-2024
 changing expenditure budget appropriations)
 for City Funds for FY 2023-24 Fiscal Year)

WHEREAS, THE ABOVE ENTITLED MATTER came to the attention of the City Council, and the Council finding that it is necessary to adjust budget appropriations for various City Funds for the 2023-24 fiscal year; and,

WHEREAS, this budget adjustment is necessary to reflect various needs that were unanticipated at the time of the budget cycle, all of which are necessary to allow the City to perform its duties and be in budget compliance; and,

WHEREAS, to approve a budget providing for the following additional appropriations in the 2023-24 budget in accordance with ORS 294.463, transfers of appropriations within a fund or between funds; and,

THEREFORE IT IS HEREBY RESOLVED that the following adjustments be included in the City Funds for the fiscal year 2023-24.

Budget Adjustments

<i>Line Item</i>	<i>Change</i>	<i>GL Number</i>	<i>Debit</i>	<i>Credit</i>
GENERAL FUND				
Beginning Fund Balance				
Beginning Fund Balance	Increase	101-010-301-010		
CDBG-Homeless Shelter ORHB5006	Increase	101-101-340-4756		65,000.00
<i>Note: Increase beginning fund balance and CDBG grant to reflect increases in expenditures and capital outlay.</i>				
Administration Department (101-102)				
Building Maintenance	Increase	101-102-520-1101	20,000.00	
Computer Expense	Increase	101-102-520-1204	4,000.00	
Legal Fees	Increase	101-102-520-2102	25,500.00	
Meetings, Travel, EE Develop	Increase	101-102-520-2203	18,000.00	
Office Supplies	Increase	101-102-520-2401	2,500.00	
<i>Note: Increase in materials and services due to turnover and meetings.</i>				
Non-Departmental (101-109)				
Homeless Shelter & Srvcs Proj.	Increase	101-100-301-0101	65,000.00	
<i>Note: Increase in homeless shelter capital project expenditures.</i>				

GOLF COURSE (208)

Capital Outlay

Cart Path - Willowbrook	Increase	208-208-540-1305	25,000.00
-------------------------	----------	------------------	-----------

Contingency

Operating Contingency	Decrease	208-208-590-1010	25,000.00
-----------------------	----------	------------------	-----------

Note: Increase to build Willowbrook cart path.

ISF - IT (801)

Materials & Services

Annual Service Contracts	Increase	801-101-520-4001	17,000.00
--------------------------	----------	------------------	-----------

Operating Contingency		801-101-590-1010	17,000.00
-----------------------	--	------------------	-----------

Note: Adjustment needed to reflect increase annual contract expenditures.

ISF - PW (803)

Beginning Fund Balance

Beginning Fund Balance	Increase	803-010-301-0101	95,000.00
------------------------	----------	------------------	-----------

Capital Outlay

Equipment Leases - PW	Increase	803-102-540-1404	95,000.00
-----------------------	----------	------------------	-----------

Note: Adjustment needed to reflect lease payment from 2022-2023.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

 Mike Lepin, Mayor

ATTEST:

 Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 23-2022, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.**
Fee Resolution for Year 2024-2025

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve the Resolution 16-2024 Fee Schedule for the fiscal year 2024-2025.

OVERVIEW:

As part of the budget process, staff estimate any increases needed to maintain service levels.

STAFF ANALYSIS:

FISCAL INFORMATION:

Each department met and coordinated to update the fees as outlined in the attached document. Each fund will receive revenues as outlined in the Fee Resolution.

SUPPORTING DOCUMENTATION:

STRATEGIC GOAL:

RESOLUTION NO. 16-2024

A RESOLUTION OF THE CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 02-2024, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

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

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

WHEREAS, by adoption of this Resolution No. 16-2024 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 02-2024 in its entirety.

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

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

AIRPORT	AMOUNTS
Fuel Sales	
Jet A	Based on Market Rate set by Public Works Director
100LL Aviation Gasoline	Based on Market Rate set by Public Works Director
Hangar Rent/Tie Downs	Based on Market Rate set by Public Works Director
Fuel Flowage Fee (Per Ordinance No.859)	\$0.10 per Gallon
<i>Other fees such as use fees, concessions, merchandise are set by airport management.</i>	
Airport Billing Late Fee	\$25.00
BUSINESS LICENSES	AMOUNTS
Auction License	\$125/ day
Year-Round Business License (annual Fee, pro-rated 50% after January 1	
For Profit Inside City limits (New Applicant)	\$60.00
For Profit – Inside City Limits (Renewal)	\$50.00
For Profit – (Outside City Limits)	\$60.00
Non-profit/ exempt – Inside / Outside City Limits	\$0.00
Food Carts (by location)	\$40.00
Seasonal Business License (i.e. Street Vendor, fruit stand, etc.)	\$40.00 per Quarter
<i>Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.</i>	
Temporary Business license	\$40.00
<i>Temporary Business operates within the city for 30 days or less, and occurs on private property.</i>	
Business License Late Penalty	10% per month of license balance
<i>(Per section 12.2 of Business Ordinance, not to exceed balance of license)</i>	
Business License list	\$20.00 + Postage
Liquor License	
New Applications	\$100.00

BUSINESS LICENSES (CONTINUED)	AMOUNTS
Change in Ownership	\$75.00
Renewals or temporary Applications	\$35.00
Medical Marijuana Dispensary Permit Application and investigation fees	
Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00
COMMUNITY DEVELOPMENT & PLANNING	AMOUNTS
Annexation	\$3,538.00
Accessory Dwelling Unit	\$590.00
Appeals	
Planning Commission	\$590.00
City Council	\$1,769.00
COMMUNITY DEVELOPMENT & PLANNING (CONTINUED)	AMOUNTS
Code Enforcement	20% of Community Development Structure building permit fee
Comprehensive Plan Text Amendment	\$10,952.62
Comprehensive Plan Amendment w/Rezone	\$4,867.94
Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$885.46
Project value between \$12,500 - \$25,000	\$1,217.76
Project value between \$25,000 - \$50,000	\$1,438.61
Project value between \$50,000 - \$100,000	\$1,659.46
Project value greater than \$100,000	\$1,880.30
Plus \$56 per each additional \$50,000 value	\$56.00/\$50,000
Copies	
Complete Municipal Code	\$304.44
Comprehensive Plan	\$60.89
Development Code	\$541.03
Public Improvement Design & Construction Standards	\$59.00
Storm Drainage Master Plan	\$30.96
Urban Forestry Management Plan	\$30.96
Transportation System Plan	\$60.89
Wastewater Master Plan	\$60.89
City of Madras Zoning Map	\$30.96
Development Plans & Maps	
Full Size - Color	\$36.12
Full Size - Black and White	\$24.77
Declaratory Ruling	
Type II	\$912.29
Type III	\$1,216.73
DMV License Review Fee	\$25.80
Extension Request	\$243.55
Final Plat Review Application	
Major (Subdivision)	\$608.88
Minor (Lot Line Adjustment and Partition)	\$304.44
Administrative Flood Review	
Floodway Review	\$6,084.67
Floodplain Review	\$608.88
Home Occupation	\$243.55
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$3,318.91
Land Partition	\$1,825.61
Land Use Application Notification (Postage)	\$91.85
Land Use Hearing Public Notice (Newspaper)	\$243.55

**COMMUNITY DEVELOPMENT & PLANNING
(CONTINUED)**

AMOUNTS

Landscape Security Deposit (Residential/Commercial/Industrial)	\$1,032.00
Lot Line Adjustment	\$608.88
Lot of Record Determination	\$3,042.34
Master Plan Review, Less than 5 Acres	\$1,825.61
Master Plan Review, More than 5 Acres	\$4,867.94
Medical and/or Recreational Marijuana Land Use Review	<i>(New Construction will require site plan review and applicable fees will apply)</i>
Modification of Application	50% of original application fees
Modification of Approval and or Conditions of Approval	50% of original application fees
Modification or Waiver of Residential Development & Design Standards	25% of original site plan review fees
Nuisance Enforcement Fee	20% of required Comm. Dev. Structural Bldg. Permit Fee
Public Hearing facilitated by Planning Commission and/or City Council	\$608.88
Public Hearing facilitated by Hearings Officer	\$2,433.46
Reimbursement District (plus actual costs)	\$928.80
Sign	
New	\$304.44
Face change	\$121.78
Temporary Special Permit	\$182.66
Site Plan Review	
Project value less than \$12,500	\$858.00
Project value between \$12,500 -	\$1,179.00
Project value between \$25,000 -	\$1,394.00
Project value between \$50,000 -	\$1,608.00
Project value greater than \$100,000	\$1,822.00 +
Plus \$66 per each additional \$50,000 value	\$66.00/\$50,000
Subdivision	\$2,434 + \$97.00/Lot
Temporary Use	\$304.44
Technology Fee (per application)	\$271.42
Urban Reserve Area Development Review	
Subdivision	\$609.00 + \$31.00/lot
Partition	\$608.88
Wireless Communication Tower Review (Type II & Type III):	
Project Value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,179.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000- \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00
Plus \$55 per each additional \$50,000 in value	\$55.00/\$50,000
Variance	
Major	\$1,769.00
Minor	\$884.00
Development Code Text Amendment	\$4,717.00
Zoning Review	
Land Use Zoning Review	\$295.00
New or Expanded Structures	
\$241.00 + .006 X Valuation \$ 0 to \$300,000	
\$2,171.00 + .005 X Valuation \$300,001 to \$1,000,000	
\$5,630.00 + .004 X Valuation \$1,000,001 to \$5,000,000	

\$23,075.00 + .002 X Valuation Over \$5,000,000

**COMMUNITY DEVELOPMENT & PLANNING
(CONTINUED)**

AMOUNTS

For Example: A structure valued at \$450,000.00 would be figured as follows:

$$\$2,171.00 + (\$450,000.00 \times .005 = \$2,250) = \$4,421.00$$

No New or Expanded Structures	\$107.00
Zoning Verification	\$236.00 per request

GOLF COURSE

AMOUNTS

Standard Green Fees

9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (Applies To Children Under 18 Years Of Age)	\$1.00/Round

Membership Initiation Fee (One Time Fee To New Members) \$100

Annual Membership (Single Payment Option)

Single	\$700.00/Year
Couple	\$800.00/Year
Senior- Single (65 And Older)	\$650.00/Year
Senior Couple (65 And Older)	\$750.00/Year
Add Child To Any Membership (Under18 Living At Home)	\$100.00/Year

Annul Membership (Monthly Payment Option)

Single	\$62.00/Month
Couple	\$70.00/Month
Senior- Single (65 And Older)	\$58.00/Month
Senior Couple (65 And Older)	\$67.00/Month
Add Child To Any Membership (Under18 Living At Home)	\$15.00/Month

Cart Storage Fee

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

Range Tokens \$3.00/small bucket

Trail Fee

Annual	\$100.00/Year
9-Holes	\$5.00/Day
18-Holes	\$8.00/Day

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

Other fees such as tournaments, concessions, merchandise, special rentals are set by golf course management.

MISCELLANEOUS

AMOUNTS

Consent to Annex	\$150.00
County Recording Fee	Actual Cost
Credit Card Transaction Fee	3% of fees due for fees totaling more than \$1,000.00
Jefferson County Fire District:	
administrative fee for billing/ collecting Fire District permit fees)	10% of amount billed

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

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

- 1) General Aviation Building- Conference Room (Airport)

- 2) City Hall Council Chambers
- 3) City Hall Council Work Room

MISCELLANEOUS (CONTINUED) AMOUNTS

4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 am to 5 pm

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental including any food/drink/catering	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

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

Non-Sufficient Funds Check Charge \$35.00

Stop Payment Fee \$35.00

Lien Search Fee (both electronic and manual searches) \$30.00 per search

POLICE DEPARTMENT AMOUNTS

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

PUBLIC RECORDS REQUESTS AMOUNTS

(Refer to Public Records Request Policy for Additional Information)

Attorney fees Actual Cost

Disks (CDs/DVDs provided by the City due to risk of viruses and file size) \$15/ each

Fax Machine (limited to 25 pages) \$2.00 first page; \$0.50/add'l page

Financial Statement/Audit or Budget Reports \$35.00

Labor Costs (chargeable in quarter hour increments) \$40.00/hour

Maps and Plans

Color	\$30.00
Black and white	\$20.00

Photocopies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$3.75/page

Postage or Delivery

(Postage or Courier Fees) Actual Cost

Additional Charges

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

Equipment Rental (1 hour minimum):

Aqua Tech	\$500.00/Hour
Boom Truck	\$200.00/Hour
Street Sweeper	\$450.00/Hour
Utility Camera	\$350.00/Hour

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

Traffic Control Device Deposit

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

Plan Reviews : Public Improvement Plans*

Submittal Fee	\$500.00
Plans/Per Sheet	\$75.00

Plan Reviews : Commercial Site Plans*

Submittal Fee	\$200.00
Plans/Per Sheet	\$50.00

Plan Reviews : Residential

New Construction	\$100.00
Remodel/Alteration/Addition	\$100.00

**Includes up to two reviews. If a third is required, a fee per sheet of resubmitted plans will apply per the rates above.*

Site Development Public Inspection*

Utilities (Sewer, Water, Storm, Dry)/Linear Foot	\$1.50
Sidewalks and Driveway Approaches/Square Foot	\$0.20
Structures (Manholes, Drywells, Catch Basins)/Each	\$165.00
Roadway (Pavement, Agg Base, Subgrade)/Square Yard	\$0.12
Final Inspection	\$800.00

**Rates based on approved plans. Minimum charge \$1,500*

Public Works Labor Rates*

Director	\$150.00
Manager	\$125.00
Operator	\$75.00

**1 hour minimum, time based on 15 minute increments*

Right-of-Way Permit includes sidewalk (Excludes Franchises) \$100.00

Sanitary Sewer Connection/ Inspection Permit \$175.00

Water Connection/ Inspection Permit \$125.00

Sidewalk In Lieu of Fee

Fee to be paid in lieu of constructing sidewalks \$100 per Linear Foot of street frontage

Vacation of public ROW

Petition Fee	\$120.00
Vacation Fee Deposit*	\$900.00

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

Warranty Agreement for Public Improvements \$500.00

Agreement between the City and contractor for a one year warranty on public improvements. Contractor to provide a 10% warranty bond.

Improvement Agreement for Public Improvements(Bond) \$750.00

Agreement between the City and owner for a one year warranty on public improvement not completed prior to plat or Certificate of Occupancy

SYSTEM DEVELOPMENT CHARGES (SDC)**AMOUNTS****Wastewater inside city limits (3/4 x 5/8 meter)**

\$6,675/MCE

Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.

*See chart for additional meter sizes, multiple family & lodging facility unit charges.***Transportation**

\$3,166.00

Per peak-hour person trip per current ITE manual & SDC Final Report methodology June 2019.

Storm Drainage 3,000 sq.ft. impervious surface

Residential Drainage Equivalent (RDE)

\$284.00/RDE

Residential/Commercial/Industrial

Water

\$1,750/MCE

Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)

Parks

Single-Family Residential (i.e. one EDU)

\$2,421.00

Duplex or Multi-Family Residential (per# units)

\$241.00

Commercial (i.e. one EDU)

\$2,421.00

Industrial (i.e. one EDU)

\$2,421.00

UTILITIES**AMOUNTS****Sewer Monthly Fees**

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

Inside City Limits

\$72.85/month

Sewer Service Deposit (Non-Owner Occupied)

2 mo. minimum bill

Sewer Monthly Fee Outside City limits

2.5 times inside city limits rate*

** unless applicant has signed a Consent to Annex and One Year Waiver**Initial sewer accounts will be based on the table below:***A. Residential**

Hotels/Motels/Motor Court/RV Park

1 EDU for Management

Multiple Dwelling (Duplexes, Apartments, Trailer Courts)

0.7 EDU per unit

Senior Multi-Housing

1 EDU for Management and

0.8 Per additional unit

Single-Family Dwelling

1 EDU

ADU

0.7 EDU per additional unit

B. Non-Residential

Churches

1 EDU per 200 seats

Kitchens

1 EDU

Government Buildings

1 EDU per 10 individuals operating the premises

Hospitals/ Nursing Homes

1 EDU Per 3 beds

1 EDU Per 10 employees, administrators, and staff

Schools

1 EDU per 30 individuals including students, teachers, administration, and other staff.

UTILITIES (CONTINUED)

AMOUNTS

C. Commercial/ Industrial

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

Barber Shops	0.3 EDU per chair
Beauty Shops	0.5 EDU per chair
Bowling Alley	1 EDU per 10 lanes plus 1 EDU for 600 sq ft gloss floor space for serving food
Car Wash	1 EDU per two stalls
Civic Clubs, Lodges, Senior Centers	1 EDU per 30 seats
Delicatessens	1 EDU per 600 sq ft plus building or other businesses space
Dry Cleaners	1 EDU per 500 sq ft
Exercise Salon with no pool or Gym	1 EDU per 1,500 sq ft
Exercise Salon with no Pool or Gym	1 EDU per 1,500 sq ft
Grocery Stores	1 EDU for each 10 employees plus 1 EDU for each prep room

(Additional charges may be assessed for toxic discharges) Plus: Charges for processed water according to demand where 360.5 gallons@ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU.

Laundry, Coin operated	0.05 EDU per washing Machine
Medical, Dental, and veterinary Clinics/Offices	1 EDU per 1,000 Sq Ft
Recreational Vehicle Dump Facility	1 EDU Per dump outlet
Restaurants with or without Drive-thrus	1 EDU per 17-person seating capacity plus 1 EDU for each 10 employees
Retail stores	1 EDU per 10 employees
Service and Repair Shops	1 EDU per 10 employees
General Offices	1 EDU per 10 employees
(with exception of Medical, dental, and Veterinary)	
Service Stations	2 EDUs
Spas and recreational Facilities with Pool or Gym	1 EDU per 1,000 sq ft
Taverns / Lounges	1 EDU per 17 seats

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

Meter Replacement/Test

¾-inch Service	\$50.00
Larger Service	Actual Costs

Water Rates

Backflow Device Testing by City Contractor	Actual Costs
Backflow Device Testing by City Staff- all devices	\$80.00
Cross-Connection Variance	\$45.00

Meter Size Charges on Base (1st 500 cubic feet)

Each 100 Cubic Feet (excess of 500 minimum) \$2.28/100 cu ft

Repair Service -After 3:30 pm \$75.00 minimum fee plus \$25.00 for each additional half hour

Repair Service - During Office Hours (billed in half hour increments) \$25.00 per half hour

(No Charge if Customer Installs Shut-Off Valve)

Administrative Theft of Services Fee (damage to water meters or sewer services) \$100.00

(Plus actual costs to replace the damaged property will also be billed to the account)

Utility Re-Connect Fee

Water Account	\$40.00
---------------	---------

Water/Sewer Service Deposit (Non-Owner Occupied) 2 months minimum bill

UTILITIES (CONTINUED)

AMOUNTS

Water Meter Installation Fee

5/8" x 3/4" Meter to 1" Meter

\$250.00

1.5" Meter and Larger

Actual Cost of Meter and Meter setter

Delinquency Letter Notice Fee

\$5.00

Door Hanger Notice Fee

\$25.00

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

1. Fee Schedule: Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 02-2024 in its entirety. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on June 25, 2024.

ADOPTED by the City Council and signed by the Mayor this 25th day of June, 2024.

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

ATTEST:

Mike Lepin, Mayor

Keli Pollock, City Recorder

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 10-2023, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

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

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

WHEREAS, by adoption of this Resolution No. XX-2024 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 10-2023 in its entirety.

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

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

AIRPORT	AMOUNTS
Fuel Sales	
Jet A	Based on Market Rate set by Public Works Director
100LL Aviation Gasoline	Based on Market Rate set by Public Works Director
Hangar Rent	Based on Market Rate set by Public Works Director
Fuel Flowage Fee (Per Ordinance No.859)	\$0.10 per Gallon
<i>Other fees such as hangar rent, tie down fees, fuel sales, and similar airport use related fees are to be coordinated with airport management.</i>	
Airport Billing Late Fee	\$25.00
BUSINESS LICENSES	AMOUNTS
Auction License	\$125/ day
Year-Round Business License (annual Fee, pro-rated 50% after January 1	
For Profit Inside City limits (New Applicant)	\$60.00
For Profit – Inside City Limits (Renewal)	\$50.00
For Profit – (Outside City Limits)	\$60.00
Non-profit/ exempt – Inside / Outside City Limits	\$0.00
Food Carts (by location)	\$40.00
Seasonal Business License (i.e. Street Vendor, fruit stand, etc.)	\$40.00 per Quarter
<i>Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.</i>	
Temporary Business license	\$40.00
<i>Temporary Business operates within the city for 30 days or less, and occurs on private property.</i>	
Business License Late Penalty	10% per month of license balance
<i>(Per section 12.2 of Business Ordinance, not to exceed balance of license)</i>	
Business License list	\$20.00 + Postage
Liquor License	
New Applications	\$100.00

BUSINESS LICENSES (CONTINUED)	AMOUNTS
Change in Ownership	\$75.00
Renewals or temporary Applications	\$35.00
Medical Marijuana Dispensary Permit Application and investigation fees	
Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00
COMMUNITY DEVELOPMENT & PLANNING	AMOUNTS
Annexation	\$3,538.00
Accessory Dwelling Unit	\$590.00
Appeals	
Planning Commission	\$590.00
City Council	\$1,769.00
COMMUNITY DEVELOPMENT & PLANNING (CONTINUED)	AMOUNTS
Code Enforcement	20% of Community Development Structure building permit fee
Comprehensive Plan Text Amendment	\$10,613.00
Comprehensive Plan Amendment w/Rezone	\$4,717.00
Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,180.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000 - \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00+
Plus \$56 per each additional \$50,000 value	\$56.00/\$50,000
Copies	
Complete Municipal Code	\$295.00
Comprehensive Plan	\$59.00
Development Code	\$54.00
Public Improvement Design & Construction Standards	\$59.00
Storm Drainage Master Plan	\$30.00
Urban Forestry Management Plan	\$30.00
Transportation System Plan	\$59.00
Wastewater Master Plan	\$59.00
City of Madras Zoning Map	\$30.00
Development Plans & Maps	
Full Size - Color	\$35.00
Full Size - Black and White	\$24.00
Declaratory Ruling	
Type II	\$884.00
Type III	\$1,179.00
DMV License Review Fee	\$25.00
Extension Request	\$236.00
Final Plat Review Application	
Major (Subdivision)	\$590.00
Minor (Lot Line Adjustment and Partition)	\$295.00
Administrative Flood Review	
Floodway Review	\$5,896.00
Floodplain Review	\$590.00
Home Occupation	\$236.00
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$3,216.00
Land Partition	\$1,769.00
Land Use Application Notification (Postage)	\$89.00
Land Use Hearing Public Notice (Newspaper)	\$236.00

**COMMUNITY DEVELOPMENT & PLANNING
(CONTINUED)**

AMOUNTS

Landscape Security Deposit (Residential/Commercial/Industrial)	\$1,000.00
Lot Line Adjustment	\$590.00
Lot of Record Determination	\$2,948.00
Master Plan Review, Less than 5 Acres	\$1,769.00
Master Plan Review, More than 5 Acres	\$4,717.00
Medical and/or Recreational Marijuana Land Use Review	<i>(New Construction will require site plan review and applicable fees will apply)</i>
Modification of Application	50% of original application fees
Modification of Approval and or Conditions of Approval	50% of original application fees
Modification or Waiver of Residential Development & Design Standards	25% of original site plan review fees
Nuisance Enforcement Fee	20% of required Comm. Dev. Structural Bldg. Permit Fee
Public Hearing facilitated by Planning Commission and/or City	\$590.00
Public Hearing facilitated by Hearings Officer	\$2,358.00
Reimbursement District (plus actual costs)	\$900.00
Sign	
New	\$295.00
Face change	\$118.00
Temporary Special Permit	\$177.00
Site Plan Review	
Project value less than \$12,500	\$858.00
Project value between \$12,500 -	\$1,179.00
Project value between \$25,000 -	\$1,394.00
Project value between \$50,000 -	\$1,608.00
Project value greater than \$100,000	\$1,822.00 +
Plus \$66 per each additional \$50,000 value	\$66.00/\$50,000
Subdivision	\$2,358 + \$94.00/Lot
Temporary Use	\$295.00
Technology Fee (per application)	\$263.00
Urban Reserve Area Development Review	
Subdivision	\$590.00 + \$30.00/lot
Partition	\$590.00
Wireless Communication Tower Review (Type II & Type III):	
Project Value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,179.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000- \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00
Plus \$55 per each additional \$50,000 in value	\$55.00/\$50,000
Variance	
Major	\$1,769.00
Minor	\$884.00
Development Code Text Amendment	\$4,717.00
Zoning Review	
Land Use Zoning Review	\$295.00
New or Expanded Structures	
\$241.00 + .006 X Valuation \$ 0 to \$300,000	
\$2,171.00 + .005 X Valuation \$300,001 to \$1,000,000	
\$5,630.00 + .004 X Valuation \$1,000,001 to \$5,000,000	
\$23,075.00 + .002 X Valuation Over \$5,000,000	

**COMMUNITY DEVELOPMENT & PLANNING
(CONTINUED)**

AMOUNTS

*For Example: A structure valued at \$450,000.00 would be figured as follows:
\$2,171.00 + (\$450,000.00 X .005 = \$2,250) = \$4,421.00*

No New or Expanded Structures	\$107.00
Zoning Verification	\$236.00 per request

GOLF COURSE

AMOUNTS

Standard Green Fees

9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (Applies To Children Under 18 Years Of Age)	\$1.00/Round

Membership Initiation Fee (One Time Fee To New Members) \$100

Annual Membership (Single Payment Option)

Single	\$700.00/Year
Couple	\$800.00/Year
Senior- Single (65 And Older)	\$650.00/Year
Senior Couple (65 And Older)	\$750.00/Year
Add Child To Any Membership (Under18 Living At Home)	\$100.00/Year

Annul Membership (Monthly Payment Option)

Single	\$62.00/Month
Couple	\$70.00/Month
Senior- Single (65 And Older)	\$58.00/Month
Senior Couple (65 And Older)	\$67.00/Month
Add Child To Any Membership (Under18 Living At Home)	\$15.00/Month

Cart Storage Fee

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

Range Tokens

\$3.00/small bucket

Trail Fee

Annual	\$100.00/Year
9-Holes	\$5.00/Day
18-Holes	\$8.00/Day

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

MISCELLANEOUS

AMOUNTS

Consent to Annex \$150.00

County Recording Fee Actual Cost

Credit Card Transaction Fee 3% of fees due for fees totaling more than \$1,000.00

Jefferson County Fire District:

administrative fee for billing/ collecting Fire District permit fees) 10% of amount billed

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

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

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

MISCELLANEOUS (CONTINUED)

AMOUNTS

4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 am to 5 pm

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental including any food/drink/catering	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

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

Non-Sufficient Funds Check Charge \$35.00

Stop Payment Fee \$35.00

Lien Search Fee (both electronic and manual searches) \$30.00 per search

POLICE DEPARTMENT **AMOUNTS**

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

PUBLIC RECORDS REQUESTS **AMOUNTS**

(Refer to Public Records Request Policy for Additional Information)

Attorney fees Actual Cost

Disks (CDs/DVDs provided by the City due to risk of viruses and file size) \$15/ each

Fax Machine (limited to 25 pages) \$2.00 first page; \$0.50/add 'l page

Financial Statement/Audit or Budget Reports \$35.00

Labor Costs (chargeable in quarter hour increments) \$40.00/hour

Maps and Plans

Color	\$30.00
Black and white	\$20.00

Photocopies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$3.75/page

Postage or Delivery

(Postage or Courier Fees) Actual Cost

Additional Charges

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

Equipment Rental (1 hour minimum):

Aqua Tech	\$500.00/Hour
Boom Truck	\$200.00/Hour
Street Sweeper	\$450.00/Hour
Utility Camera	\$350.00/Hour

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

Traffic Control Device Deposit

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

Plan Reviews : Public Improvement Plans

Submittal Fee	\$500.00
Plans/Per Sheet	\$75.00

Plan Reviews : Commercial Site Plans

Submittal Fee	\$200.00
Plans/Per Sheet	\$50.00

Plan Reviews : Residential

New Construction	\$100.00
Remodel/Alteration/Addition	\$100.00

**Includes up to two reviews. If a third is required, a fee per sheet of resubmitted plans will apply per the rates above.*

Site Development Public Inspection*

Utilities (Sewer, Water, Storm, Dry)/Linear Foot	\$1.50
Sidewalks and Driveway Approaches/Square Foot	\$0.20
Structures (Manholes, Drywells, Catch Basins)/Each	\$165.00
Roadway (Pavement, Agg Base, Subgrade)/Square Yard	\$0.12
Final Inspection	\$800.00

**Rates based on approved plans. Minimum charge \$1,500*

Public Works Labor Rates*

Director	\$150.00
Manager	\$125
Operator	\$75.00

- 1 hour minimum, time based on 15 minute increments

Right-of-Way Permit includes sidewalk (Excludes Franchises) \$100.00

Sanitary Sewer Connection/ Inspection Permit \$175.00

Water Connection/ Inspection Permit \$125.00

Sidewalk in Lieu of Fee \$100 per linear Foot of street frontage

Fee to be paid in lieu of constructing sidewalks

Vacation of public ROW

Petition Fee	\$120.00
Vacation Fee Deposit*	\$900.00

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

Warranty Agreement for Public Improvements \$500.00

Agreement between the City and contractor for a one year warranty on public improvements. Contractor to provide a 10% warranty bond.

Improvement Agreement for Public Improvements(Bond) \$750.00

Agreement between the City and owner for a one year warranty on public improvement not completed prior to plat or Certificate of Occupancy

SYSTEM DEVELOPMENT CHARGES (SDC)**AMOUNTS**

Wastewater inside city limits (3/4 x 5/8 meter) \$6675/MCE\$

Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.

See chart for additional meter sizes, multiple family & lodging facility unit charges.

Transportation \$3166.00

Per peak-hour person trip per current ITE manual & SDC Final Report methodology June 2019.

Storm Drainage 3,000 sq.ft. impervious surface

Residential Drainage Equivalent (RDE) \$284.00/RDE

Residential/Commercial/Industrial

Water \$1,750/MCE

Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)

Parks

Single-Family Residential (i.e. one EDU) \$2421.00

Duplex or Multi-Family Residential (per# units) \$241.00

Commercial (i.e. one EDU) \$2421.00

Industrial (i.e. one EDU) \$2421.00

UTILITIES**AMOUNTS****Sewer Monthly Fees**

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

Inside City Limits \$72.85/month

Sewer Service Deposit (Non-Owner Occupied) 2 mo. minimum bill

Sewer Monthly Fee Outside City limits 2.5 times inside city limits rate*

* unless applicant has signed a Consent to Annex and One Year Waiver

Initial sewer accounts will be based on the table below:

A. Residential

Hotels/Motels/Motor Court/RV Park 1 EDU for Management

Multiple Dwelling (Duplexes, Apartments, Trailer Courts) 0.7 EDU per unit

Senior Multi-Housing 1 EDU for Management and

0.8 Per additional unit

Single-Family Dwelling 1 EDU

ADU 0.7 EDU per additional unit

B. Non-Residential

Churches 1 EDU per 200 seats

Kitchens 1 EDU

Government Buildings 1 EDU per 10 individuals operating the premises

Hospitals/ Nursing Homes 1 EDU Per 3 beds

1 EDU Per 10 employees, administrators, and staff

1 EDU per 30 individuals including students, teachers, administration, and other staff:

Schools

UTILITIES (CONTINUED)**AMOUNTS****C. Commercial/ Industrial**

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

Barber Shops	0.3 EDU per chair
Beauty Shops	0.5 EDU per chair
Bowling Alley	1 EDU per 10 lanes plus 1 EDU for 600 sq ft gloss floor space for serving food
Car Wash	1 EDU per two stalls
Civic Clubs, Lodges, Senior Centers	1 EDU per 30 seats
Delicatessens	1 EDU per 600 sq ft plus building or other businesses space
Dry Cleaners	1 EDU per 500 sq ft
Exercise Salon with no pool or Gym	1 EDU per 1,500 sq ft
Exercise Salon with no Pool or Gym	1 EDU per 1,500 sq ft
Grocery Stores	1 EDU for each 10 employees plus 1 EDU for each prep room

(Additional charges may be assessed for toxic discharges) Plus: Charges for processed water according to demand where 360.5 gallons@ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU.

Laundry, Coin operated	0.05 EDU per washing Machine
Medical, Dental, and veterinary Clinics/Offices	1 EDU per 1,000 Sq Ft
Recreational Vehicle Dump Facility	1 EDU Per dump outlet
Restaurants with or without Drive-thrus	1 EDU per 17-person seating capacity plus 1 EDU for each 10 employees
Retail stores	1 EDU per 10 employees
Service and Repair Shops	1 EDU per 10 employees
General Offices (with exception of Medical, dental, and Veterinary)	1 EDU per 10 employees
Service Stations	2 EDUs
Spas and recreational Facilities with Pool or Gym	1 EDU per 1,000 sq ft
Taverns / Lounges	1 EDU per 17 seats

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

Meter Replacement/Test

¾-inch Service	\$50.00
Larger Service	Actual Costs

Water Rates

Backflow Device Testing by City Contractor	Actual Costs
Backflow Device Testing by City Staff- all devices	\$80.00
Cross-Connection Variance	\$45.00

Meter Size Charges on Base (1st 500 cubic feet)

Each 100 Cubic Feet (excess of 500 minimum) \$2.28/100 cu ft t

Repair Service -After 3:30 pm

\$75.00 minimum fee plus \$25.00 for each additional half hour

Repair Service - During Office Hours (billed in half hour increments)

\$25.00 per half hour

(No Charge if Customer Installs Shut-Off Valve)

Administrative Theft of Services Fee (damage to water meters or sewer services)

\$100.00

(Plus actual costs to replace the damaged property will also be billed to the account)

Utility Re-Connect Fee

Water Account	\$40.00
---------------	---------

Water/Sewer Service Deposit (Non-Owner Occupied)

2 months minimum bill

UTILITIES (CONTINUED)

AMOUNTS

Water Meter Installation Fee

5/8" X3/4 " Meter to 1" Meter	\$250.00
1.5 Meter and Larger	Actual Cost of Meter and Meter setter

Delinquency Letter Notice Fee \$5.00

Door Hanger Notice Fee \$25.00

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

1. Fee Schedule: Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 10-2023 in its entirety. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on January 23, 2024.

ADOPTED by the City Council and signed by the Mayor this 23rd day of January, 2024.

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

ATTEST:

Mike Lepin, Mayor

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION MRC 17-2024 (HURD Line of Credit)**
A resolution of the Urban Renewal Agency of the City of Madras acting by and through its Madras Redevelopment Commission authorizing and approving (a) an extension to a certain line of credit City of Madras secured from Bank of the Cascades (now operating as First Interstate Bank) for the Madras Housing Urban Renewal District, (b) maintain the interest rate on the line of credit, and (c) the board chair (and his or her designees) to take all necessary actions and sign all necessary documents, certificates, instruments, and/or agreements to effectuate the aforementioned.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. 17-2024

OVERVIEW:

The MRC and City find it necessary to extend the maturity date of the loan to June 30, 2025; modify the interest rate to a variable rate set at Prime minus 1%; and confirm the loan amount of \$1,000,000.

STAFF ANALYSIS:

An IGA was established between the City of Madras and the Housing Urban Renewal District to secure the line of credit on March 10, 2020. Original loan documents were completed effective May 1, 2020, and a subsequent City resolution 27-2021 confirmed the terms of the agreement. Resolution No. 05-2020 authorized a Line of Credit on behalf of Madras Housing Urban Renewal District (HURD) from First Interstate Bank in the amount of \$500,000.00. Resolution 07-2021 increased the Line of Credit to \$1,000,000 to cover expected expenditures from July 2021 through June 2022. Resolution 09-2022 extended the maturity date of the loan to April 30, 2023. Resolution 06-2023 extended the maturity date to June 30, 2023. Resolution 15-2023 extended the maturity date to June 30, 2024; modified the interest rate to a variable rate set at Prime minus 1%; and confirmed the loan amount of \$1,000,000 for the Housing District. Resolution 17-2024 extends the maturity date from June 30, 2024, to June 30, 2025, and maintains the loan amount and variable interest rate terms.

FISCAL INFORMATION:

The line of credit allows for the MRC to continue funding the HURD program.

SUPPORTING DOCUMENTATION:

Resolution No. 17-2024

STRATEGIC GOAL:

RESOLUTION NO. 17-2024

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

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

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

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

WHEREAS, by Resolution No. 09-2022, the Council authorized City to (a) extend the Loan from April 30, 2022, to April 30, 2023, and (b) adjust the interest rate on the Loan from a fixed rate of 2.75% to a fixed rate of 3.0%; and (c) confirm the amount of \$1,000,000; and

WHEREAS, by Resolution No. 06-2023, the Council authorized City to (a) extend the Loan from April 30, 2023, from June 30, 2023, and (b) maintain the interest rate of the Loan; and (c) confirmed the amount of \$1,000,000; and

WHEREAS, by Resolution No. 15-2023, the Council authorized City to (a) extend the Loan from June 30, 2023, from June 30, 2024, and (b) modified the interest rate on the loan from fixed rate of 3.0% to a variable rate of prime minus 1%; and (c) confirmed the amount of \$1,000,000; and

WHEREAS, the Council desires to authorize and approve the following: (a) an extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate on the loan of a variable rate of prime minus 1%; and (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. 17-2024 (this “Resolution”) and related modifications to the Loan, and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and interest rate adjustment (individually and collectively, the “Loan Document(s)"); and (d) certain City representatives to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

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

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Loan Extension; Loan Documents. The Council authorizes and approves the following: (a) the extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate on the Loan of Prime minus 1%; and (c) City's share of Bank's loan modification fee, if any; and (d) the Loan Documents, provided, however, the Loan Documents will be subject to the review and approval of the city administrator and city attorney. The Council authorizes, approves, and directs Michael Lepin, as Mayor, Will Ibershof, as City Administrator, and their respective designees to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Agreement. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council for the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

Michael Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **RESOLUTION NO. 18-2024**

A resolution of the City of Madras authorizing and approving (a) an extension to a certain line of Credit City secured from Bank of the Cascades (now operating as First Interstate Bank), (b) an adjustment to the interest rate on the line of credit, and (c) certain City representatives to take all necessary actions and sign all necessary documents, certificates, instruments, and/or agreements to effectuate the aforementioned.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. 18-2024.

OVERVIEW:

The MRC and City find it necessary to extend the maturity date of the loan to June 30, 2025; maintain the interest rate of a variable rate of Prime minus 1%, floating; and confirm the loan amount of \$2,400,000.00 for the purposes of the revitalization of the downtown corridor. Based upon the objectives outlined in the Urban Renewal Plan, this funding mechanism allows the MRC to invest in projects that will generate increased Property Tax Revenue over time. Those revenues will be used to pay the interest-only payment for the Line of Credit for the near future, and future principal and interest payments as the district grows.

STAFF ANALYSIS:

Based on the budgeted expenditures for the fiscal year 2024-2025, it was determined that the Line of Credit should be continued to allow the Commissioners the flexibility to readily respond to needs within the community. The budget is conservative, showing the Line of Credit and Du Jour borrowing levels available, but not committed until a project is approved. This method allows the greatest degree of transparency and flexibility. Since the City of Madras is the fiscal agent for the MRC, an IGA exists between the City of Madras and the Madras Redevelopment Commission.

FISCAL INFORMATION:

The line of credit allows for the MRC to continue funding the MURD program.

SUPPORTING DOCUMENTATION:

Resolution No. 18-2024

STRATEGIC GOAL:

RESOLUTION NO. 18-2024

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

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

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

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

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

WHEREAS, by Resolution No. 09-2022, the Madras City Council (the “Council”) authorized City to (a) extend the Loan from April 30, 2022, to April 30, 2023, and (b) adjust the interest rate on the Loan from a fixed of 2.75%, to a fixed rate of 3.0%; and (c) confirm the loan amount of \$1,900,000; and

WHEREAS, by Resolution No. 05-2023, Madras City Council (the “Council”) authorized and approved (a) an extension of the Loan from April 30, 2023, to June 30, 2023, and (b) maintained the fixed interest rate of 3.0%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, by Resolution No. 14-2023, Madras City Council (the “Council”) authorized and approved (a) an extension of the Loan from June 30, 2023, to June 30, 2024, and (b) modified the fixed interest rate of 3.0% to a prime rate of interest minus 1.0%; and (c) confirmed the loan amount of \$1,900,000; and

WHEREAS, the Council desires to authorize and approve the following: (a) an extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate of the Loan of prime rate of interest minus 1%; and (c) such agreement(s) required by the Bank to effectuate the Loan modifications identified in this Resolution No. 18-2024 (this “Resolution”) and related modifications to the Loan, and all other documents, certificates, instruments, and agreements necessary to effectuate the Loan extension and maintain the interest rate adjustment (individually and collectively, the “Loan Document(s)"); and (d) certain City representatives to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

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

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Loan Extension; Loan Documents. The Council authorizes and approves the following: (a) the extension of the Loan from June 30, 2024 to June 30, 2025; (b) maintain the interest rate of the Loan of a prime rate of interest minus 1.0%; (c) City's share of Bank's loan modification fee, if any; and (d) the Loan Documents, provided, however, the Loan Documents will be subject to the review and approval of the city administrator and city attorney. The Council authorizes, approves, and directs Michael Lepin, as Mayor, Will Ibershof, as City Administrator, and their respective designees to take all actions necessary to effectuate the Loan extension and interest rate adjustment, including, without limitation, signing and delivering the Loan Documents.

3. Miscellaneous. The provisions of this Resolution are severable. All capitalized terms used in this Resolution not otherwise defined herein have the meanings assigned to them in the Ordinance or Agreement (as applicable). If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution will be in full force and effect from and after its approval and adoption. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council for the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

Michael Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator, Kate Knop, Finance Director

Subject: **CITY VOUCHERS - MAY 2024**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Approve city vouchers for May 2024.

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

STRATEGIC GOAL:

DISBURSEMENTS LIST - May 2024

For Council Review and Approval

101	General Fund	152,702.27
204	Transportation Operations Fund	22,239.85
205	Community Clean-up Fund	11,956.49
207	Tourism/Economic Development	7,427.30
208	Desert Peaks Golf Course Fund	68,944.69
402	SDC Park Improvement Fund	4,945.15
502	Water Operations Fund	20,649.44
503	Wastewater Operations Fund	41,299.72
509	Airport Operations Fund	334,850.63
700	MURA-General Fund	245.86
801	Internal Services Fund-Information Technology	17,016.49
803	Internal Services Fund-Public Works Staff	46,462.47
999	Treasurer's Cash-Customer Refunds	254.82

GRAND TOTAL **728,995.18**

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

Report Criteria:

Report type: GL detail
 Bank.Account description = "General Ckg - FIB"

Check Issue Date	Payee	Description	Check Amount
05/15/2024	K3 Construction	Helibase Phase 2 Paving	217,632.18
05/01/2024	2KG Contractors, Inc.	Homeless shelter	66,564.20
05/15/2024	K3 Construction	Construction Services Golf Cart Path Paving	59,985.94
05/01/2024	J&S CONSTRUCTION AND EXCAVATION LLC	Helibase - Access Road	45,000.00
05/01/2024	CENTURY WEST ENGINEERING CORPO	Task Order #5 Apron/Fencing	35,109.23
05/15/2024	SAJ Architecture LLC	Madras Warming Shelter	25,603.36
05/01/2024	NORTHSTAR CHEMICAL INC.	47020# alum chlorohydrate	23,768.61
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	17,744.20
05/15/2024	JEFFERSON COUNTY SHERIFF	Dispatch Fees - May 2024	12,589.50
05/01/2024	Brim Tractor Company Inc	PO#11772: Bad Boy Rogue Mower	12,239.30
05/01/2024	Genesis LLC	PO#11654: Barricade/gravel fireblock @ homeless camp	8,660.00
05/15/2024	HORIZON	Exmerk 36" 18.5 HP Stand up mower/ mulch kit PO#11775	8,399.20
05/01/2024	BERG AIR LLC	Monthly Airport Management - May 2024	6,820.00
05/06/2024	US Bank	CF-Wilbur Ellis - Weed spray for airport	5,155.90 M
05/01/2024	APW Distributing Inc	PO#11710: fan for South Hanger	4,999.00
05/01/2024	APW Distributing Inc	PO#11710: fan for South Hanger	4,999.00
05/06/2024	US Bank	CH-HA McCoy- Hoffman Park and 10th street Design	4,945.15 M
05/01/2024	KIDS CLUB OF JEFFERSON COUNTY	FY 23-24 Community Grant Funding	4,427.30
05/01/2024	BTN Petroleum Equipment Service	PO#11711: Repair Jet A Hose and nozzle	4,036.12
05/06/2024	US Bank	CH-HA McCoy-10th Street Improv. --J street - Buff Street pavi	3,780.00 M
05/15/2024	RiverFlow Psychology Services	Psychologiical Evaluation	3,750.00
05/01/2024	Steele Solutions Inc	PO#11410: evidence locker	3,640.00
05/15/2024	Central Oregon Pave and Seal	Patching on 11th and A streets PO #11780	3,600.00
05/01/2024	J&S CONSTRUCTION AND EXCAVATION LLC	Retainage payout	3,250.00
05/06/2024	US Bank	CH-HA McCoy- Sewer Extension- Fairgrounds to Hall Road	2,980.00 M
05/06/2024	US Bank	CF-Versare - Cubicle walls	2,727.25 M
05/06/2024	US Bank	RV-Les Schwab - PO #11768 - tires for truck #89	2,690.74 M
05/01/2024	Madras Rock Shop	FY 23-24 Community Grant	2,500.00
05/06/2024	US Bank	JE-Les Schwab- Drive tires for #08	2,174.11 M
05/15/2024	Maynard, Frank	9 folding tables, 50 folding chairs, 24 outdoor chairs	2,000.00
05/01/2024	DAY WIRELESS SYSTEMS	Troubleshoot internet outage	1,870.00
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	1,708.74
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	1,699.27
05/01/2024	CARSON OIL COMPANY	300.3g biodiesel; 75.1g reg	1,596.86
05/06/2024	US Bank	CH-Cove Electric #5309	1,547.88 M
05/01/2024	Meterreaders, LLC.	Water meter reads - April 2024	1,400.00
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	1,399.40
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	1,390.94
05/06/2024	US Bank	MQ-DEQ - NPDES 1200 C Permit	1,386.00 M
05/06/2024	US Bank	RV-Les Schwab - tires for truck #50	1,378.94 M
05/06/2024	US Bank	RV-Caselle Inc. - Contract Support/ Maintenance - April 2024	1,373.00 M
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	1,342.33
05/15/2024	Covenant Technology Solutions, Inc.	Computer/add new workstation-New desktop for Airport	1,289.84
05/06/2024	US Bank	RV-Verizon - PD cell phones Feb. 2024	1,276.29 M
05/06/2024	US Bank	CH-Cove Electric- Apron Rehab Project #5333	1,274.93 M
05/06/2024	US Bank	JE-Madras Marine- BR 800 pack blowers	1,267.96 M
05/15/2024	Mazama GIS Laboratories	GIS Services - April 2024	1,260.00
05/15/2024	Covenant Technology Solutions, Inc.	PD Cloud Services - May 2024	1,222.90
05/15/2024	THE WALLACE GROUP, INC.	Homeless shelter - geotechnical services	1,211.75
05/06/2024	US Bank	TP-Les Schwab - new tires chief's vehicle	1,205.88 M
05/06/2024	US Bank	CH-Mail Copies and more- City Budget books tabs and printin	1,185.75 M
05/06/2024	US Bank	GL-Horizon- Solenoids, Irrigation clocks, 1" valve, nuzzle no	1,175.50 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
05/01/2024	CARSON OIL COMPANY	87.4g biodiesel; 173.2g reg	1,172.59
05/06/2024	US Bank	CH-Verizon-PD Phones March 2024	1,167.57 M
05/15/2024	CARSON OIL COMPANY	300 gallon biodiesel	1,151.47
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	1,099.53
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	1,092.88
05/15/2024	BMS Technologies	April 2024 billing and May 2024 Prebilling - sewer accts	1,091.46
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	1,077.01
05/15/2024	SEALMASTER PORTLAND	Thermo Handicap Symbol box 2	1,046.93
05/06/2024	US Bank	CH-Central Electric March 2024	1,044.88 M
05/06/2024	US Bank	DB-Les Schwab - repair brakes	1,002.70 M
05/01/2024	Monte Vista Homes, LLC	Landscape deposit refund - 272 NW Par	1,000.00
05/01/2024	Woodhill Homes	Landscape deposit refund - 601 NE Loucks Road	1,000.00
05/01/2024	Woodhill Homes	Landscape deposit refund - 587 NE Loucks Road	1,000.00
05/01/2024	Woodhill Homes	Landscape deposit refund - 573 NE Loucks Road	1,000.00
05/06/2024	US Bank	RV-Anadyne - Hearing Tests	1,000.00 M
05/15/2024	Monte Vista Homes, LLC	Landscape deposit refund 1098 NW Fairway Rd	1,000.00
05/15/2024	Monte Vista Homes, LLC	Landscape deposit refund 1341 NW Willow Parkway Rd	1,000.00
05/15/2024	Monte Vista Homes, LLC	Landscape deposit refund 1331 NW Willow Parkway Rd	1,000.00
05/15/2024	Monte Vista Homes, LLC	Landscape deposit refund 1318 NW Willow Parkway Rd	1,000.00
05/15/2024	Monte Vista Homes, LLC	Landscape deposit refund 1324 NW Willow Parkway Rd	1,000.00
05/01/2024	Covenant Technology Solutions, Inc.	PD Cloud Services - May 2024	992.65
05/06/2024	US Bank	SW-Calibre Press - training for SW	979.00 M
05/06/2024	US Bank	CH-Central Oregon Heating and cooling #179814171	973.50 M
05/06/2024	US Bank	CH-Central Oregon Heating and cooling #179814171	973.50 M
05/15/2024	GREEN THUMB INDUSTRIES LLC	Landscape Maint - April 2024	943.49
05/06/2024	US Bank	CH-Madras Sanitary March 2024	890.96 M
05/06/2024	US Bank	CH-Cove Electric #5310	885.17 M
05/06/2024	US Bank	NS-American Planning Association-Conference Registration	884.20 M
05/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	877.67 M
05/06/2024	US Bank	SB-Turf Star-Repairs and Maintenance	868.34 M
05/15/2024	GMP Consultants LLC	Human Resources Manager - Cindy Smith	840.00
05/06/2024	US Bank	CH-HA McCoy General Surveying	837.55 M
05/23/2024	Champions Trokita	Employee Picnic	822.50
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	800.00
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	800.00
05/06/2024	US Bank	CH-USA Bluebook #inv00255783	777.09 M
05/06/2024	US Bank	BG-USA BLUE BOOK - DO Probe cap replacement kit	736.11 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	714.00
05/01/2024	BTN Petroleum Equipment Service	Service call Avgas Truck	711.95
05/06/2024	US Bank	JE-Overton- Forklift train the trainer Webinar	695.00 M
05/06/2024	US Bank	RV-Anadyne - Hearing Tests	689.00 M
05/06/2024	US Bank	LM-Hyatt Regency - Hotel For NWAAAE FAA Conference	682.38 M
05/06/2024	US Bank	ZQ-(Swift Steel) Material for gate at ODOT parking lot	679.07 M
05/06/2024	US Bank	JE-Home Depot- Shelves, hammers and had brooms	677.51 M
05/01/2024	KITTELSON & ASSOCIATES INC.	Professional Services-Oct. 2023	670.38
05/06/2024	US Bank	CH-Madras Sanitary March 2024	661.56 M
05/06/2024	US Bank	CH-Co Energy Propane- Shop Heating	649.96 M
05/01/2024	Mary Hoisington LMFT LLC	Pre-employment screening	640.00
05/06/2024	US Bank	CH-Cove Electric #5308	635.28 M
05/06/2024	US Bank	CH-Cove Electric #5292	625.00 M
05/06/2024	US Bank	WI-Amazon - monitors/stand for HR Director	612.28 M
05/06/2024	US Bank	SB-Carl's Golf Land-Gloves and Golf Balls	609.55 M
05/06/2024	US Bank	CH-Cove Electric #5311	606.58 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	588.00
05/15/2024	OREGON ASSOCIATION WATER UTILI	Membership Renewal May 2024-April 2025	586.24
05/06/2024	US Bank	JL-Traffic safety supply fold up road signs	581.28 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	SO-Traffic Safety Supply Co - Worker Ahead Signs	574.16 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	542.97 M
05/06/2024	US Bank	ZQ-(Swift Steel) Culvert for Polk St.	536.00 M
05/06/2024	US Bank	NS-Madras Paint & Glass-Paint for Grafitti Removal for Count	523.80 M
05/06/2024	US Bank	RV-Les Schwab - new tire for sweeper	521.47 M
05/06/2024	US Bank	JH-Knox Company - Knox box for gate on Warming Shelter	521.00 M
05/15/2024	BMS Technologies	April 2024 billing & May 2024 Prebilling - water accts	510.57
05/06/2024	US Bank	RV-SSW Consulting - Madras goal review	510.00 M
05/06/2024	US Bank	CH-TDS April 2024	505.79 M
05/01/2024	Oregon Veterans Motorcycle Association	FY24 Community Grant	500.00
05/06/2024	US Bank	CF-Artistic - Plaque for PD	495.00 M
05/06/2024	US Bank	JE-Princes towing- Tow sweeper to J&H for repair	495.00 M
05/06/2024	US Bank	PH-GrandHotel-Accomodations for school	494.52 M
05/06/2024	US Bank	JH-Cascade natural gas - Gas service during construcion	472.26 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	462.00
05/06/2024	US Bank	WI-Inn at Seaside Hotel - lodging at OR City Mgr's Conferenc	455.64 M
05/06/2024	US Bank	WI-Inn at Seaside Hotel - lodging at OR City Mgr's Conferenc	455.64 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	453.33
05/15/2024	Eberhards Dairy Products	DPGC dairy supplies	449.00
05/06/2024	US Bank	ZQ-Home Depot - Material and tool chest for safety and organ	448.88 M
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	448.87
05/06/2024	US Bank	CH-Madras Sanitary March 2024	436.94 M
05/06/2024	US Bank	CH-Bend Tel April 2024	428.54 M
05/06/2024	US Bank	SW-Rip Q Signs - street banners	420.00 M
05/06/2024	US Bank	LM-Amazon - Office Supplies and Comm Radio	403.86 M
05/06/2024	US Bank	RV-Blue Mountain Networks - April 2024	401.98 M
05/01/2024	Evangeline Young	Headshots	400.00
05/06/2024	US Bank	DB-Rite Aid - gift cards	400.00 M
05/06/2024	US Bank	RV-Aquafix - lab testing service	400.00 M
05/15/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - April Community Cleanup	400.00
05/06/2024	US Bank	CH-Bend Tel April 2024	397.64 M
05/06/2024	US Bank	CH-Bend Tel April 2024	397.64 M
05/06/2024	US Bank	JL-Smith & Loveless plate for pista grit	395.00 M
05/06/2024	US Bank	TP-IACP - Conference Registration	385.00 M
05/01/2024	Martinelli, Lorraine	Mileage reimbursement - 573.4 miles to Bellevue	384.18
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	376.27 M
05/15/2024	DEQ Financial Services - LBX4244	WW OPCERT PRG Support Fee	374.40
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	373.33
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	369.66
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	350.00
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	345.73
05/06/2024	US Bank	SB-Oregon Beef-Deli	334.91 M
05/06/2024	US Bank	TP-Radisson Hotel - Chief - lodging at training	321.00 M
05/06/2024	US Bank	ZQ-Ace Hardware - Welding tools for streets shop	309.92 M
05/06/2024	US Bank	CH-TDS April 2024	301.54 M
05/06/2024	US Bank	ME-OR State Sheriffs' Assn: training for M. Enriquez	300.00 M
05/06/2024	US Bank	JE-Amazon- Solvent tank replacement	299.95 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	299.87
05/06/2024	US Bank	FW-Flowcode/QR subscription	299.47 M
05/15/2024	Mike Lepin	Reimbursment for travel to Klamath Falls -LOC Conference	297.48
05/15/2024	Ibershof, William	Mileage reimbursement - to Bend,Redmond, Portland	295.47
05/06/2024	US Bank	JE-Northern Glove- Rain coats and gloves for Parks crew	294.00 M
05/15/2024	Covenant Technology Solutions, Inc.	May1 2024 - Sentinel	293.33
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	290.44
05/06/2024	US Bank	ZQ-N&S Tractor - Gate and bolts for ODOT parking lot	283.03 M
05/06/2024	US Bank	CH-Central Electric March 2024	276.51 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	FW-OCEA/CodeEnforcementConferenceMarcoMack	275.00 M
05/15/2024	WEIR, FATIMA	FEMA Training Mileage Reimbursement	271.35
05/15/2024	PETERSON (CAT)	Compactor Parts	269.20
05/06/2024	US Bank	JE-Baxter's- parts solvent and club for SRE lift	268.52 M
05/06/2024	US Bank	AE-Axon - taser holster	267.50 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	263.75 M
05/06/2024	US Bank	GL-Wilbur Ellis Company-Parks Fertilizer	257.60 M
05/06/2024	US Bank	JE-Baxters- oil filters air filters and belts	256.81 M
05/06/2024	US Bank	FW-APA/AICP exam fees	255.00 M
05/01/2024	BUREAU OF LABOR & INDUSTRY	K3 Construction BOLI fee	250.00
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	249.89
05/06/2024	US Bank	BG-USA BLUE BOOK - TSS Fiber filter	248.03 M
05/06/2024	US Bank	JE-Baxter's- grease guns for equipment	247.83 M
05/01/2024	Edge Analytical, Inc.	Wastewater lab chem testing	232.00
05/15/2024	Edge Analytical, Inc.	Wastewater lab chem testing	232.00
05/06/2024	US Bank	CF-Ranch - outhouse service	230.00 M
05/06/2024	US Bank	SB-Oregon Beef-Deli	228.55 M
05/06/2024	US Bank	ZQ-N&S Tractor - Gate for stock pile site entry	227.45 M
05/06/2024	US Bank	MQ-DJC - 10th Street Paving Advertisement	222.64 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	220.25 M
05/06/2024	US Bank	JE-Northern Glove- Coats and vests for golf	219.95 M
05/06/2024	US Bank	JE-Baxters- Alternator for #74-A	218.65 M
05/01/2024	Edge Analytical, Inc.	Drinking water lab chem testing	216.00
05/06/2024	US Bank	JE-Baxter's- Salt neutralizer	216.00 M
05/06/2024	US Bank	JE-Baxter's- filters	213.95 M
05/06/2024	US Bank	DB-Valvoline - oil change	212.92 M
05/06/2024	US Bank	LM-IN Treasure Valley Coffee - Coffee and Paper Products	207.10 M
05/06/2024	US Bank	JE-Baxter's- air and oil filters	205.97 M
05/06/2024	US Bank	JE-Les Schwab- battery for #74-A	204.98 M
05/06/2024	US Bank	RV-911 Supply - pants	204.69 M
05/06/2024	US Bank	JE-Les Schwab-Battery for # 65	204.29 M
05/06/2024	US Bank	RV-911 Supply - pants	204.13 M
05/06/2024	US Bank	RV-Blue Mountain Networks - April 2024	202.99 M
05/06/2024	US Bank	GL-Ace Hardware - Adjustable nuzzle, pad knee flex, trash ba	200.93 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	200.33
05/06/2024	US Bank	CH-Cove Electric #5285	200.00 M
05/15/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - April 2024- weed abatement	200.00
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	199.91
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	199.91
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	198.71
05/06/2024	US Bank	RV-Pamplin Media Group - notice of public hearing	198.67 M
05/06/2024	US Bank	KW-Par west- soil probe	197.76 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ DPGC	196.76 M
05/06/2024	US Bank	CH-TDS April 2024	195.00 M
05/06/2024	US Bank	CH-TDS May 2024	195.00 M
05/06/2024	US Bank	CH-TDS June 2024	195.00 M
05/06/2024	US Bank	JE-Baxter's- Filters	188.91 M
05/06/2024	US Bank	CH-Black Bear Diner - Council meeting dinner	187.09 M
05/06/2024	US Bank	RV-911 Supply - pants	181.02 M
05/06/2024	US Bank	JE-Les Schwabs- Battery for # 71	179.99 M
05/06/2024	US Bank	LM-FSP The Grand Hotel - Hotel OAMA Legislative Day Conf	179.52 M
05/15/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - April 2024	179.42
05/06/2024	US Bank	RV-Blue Mountain Networks - April 2024	176.50 M
05/06/2024	US Bank	RV-GFOA - CPFO membership fee for Accounting Analyst	175.00 M
05/06/2024	US Bank	JE-Amazon- Blower rack for parks trailer	174.12 M
05/06/2024	US Bank	CH-Mail Copies and more- MRC Budget books tabs and printi	173.52 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	CH-ADT PW Bldg. B May-July 2024	170.07 M
05/06/2024	US Bank	TG-USA Bluebook-Lithium battery for meter at NWWTP	169.06 M
05/06/2024	US Bank	CH-Bend Tel April 2024	168.71 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	166.94
05/06/2024	US Bank	ME-Storage 2 U - storage container for evidence room	165.00 M
05/06/2024	US Bank	CF-Amazon - Padlocks	164.70 M
05/06/2024	US Bank	CF-D's - Rekey HR and CA offices	164.00 M
05/06/2024	US Bank	CH-Bend Tel April 2024	161.66 M
05/01/2024	Lee and Theresa Baggett	Refund overpayment - L. Baggett	157.39
05/06/2024	US Bank	CF-Ranch - outhouse service	155.00 M
05/06/2024	US Bank	KW-Thompson pump- pvc parts	150.61 M
05/06/2024	US Bank	RB-Plateau Travel Plaza - Fuel for city truck	150.00 M
05/06/2024	US Bank	RV-Pamplin Media Group - invitation to bid - Helibase project	149.66 M
05/06/2024	US Bank	MQ-Amazon - surveyor wheel	147.97 M
05/15/2024	Kelley Create Co	CH Copier Utility Desk - Feb 2024- May 2024 overage	147.58
05/06/2024	US Bank	CF-Amazon - Office Supplies	147.20 M
05/06/2024	US Bank	NS-Hilton-Snead meals from hotel for APA conference	142.89 M
05/06/2024	US Bank	JE-Baxter's- Idler pully, belt tensioner and belt for #71	134.83 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	134.55 M
05/06/2024	US Bank	TP-Subway - Public Safety Health Fair	133.94 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	133.55
05/06/2024	US Bank	JH-K2 Awards - Trophies for City Employee Appreciation	132.88 M
05/06/2024	US Bank	ZQ-Smart Sign - Label stickers for ladders to meet OSHA sta	131.62 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ DPGC	129.88 M
05/15/2024	MID OREGON PERSONNEL SERVICES, INC.	Utility temp - week ended 04/24/24	129.40
05/06/2024	US Bank	CH-LS Network - April 2024	126.53 M
05/15/2024	LS Networks	May 2024	126.53
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	126.00
05/06/2024	US Bank	CH-Cove Electric #5312	125.00 M
05/06/2024	US Bank	SB-Home Depot-Backpack sprayer/chemical	124.44 M
05/06/2024	US Bank	LM-Plateau C Store - Airport Truck Fuel	122.17 M
05/06/2024	US Bank	CH-Dominos- food for council meeting	121.83 M
05/06/2024	US Bank	TP-Oxford Suites - Chief - lodging at training	121.17 M
05/06/2024	US Bank	NB-Zoom- Monthly Subscription	120.00 M
05/06/2024	US Bank	KP-CANVA Pro Account	119.99 M
05/06/2024	US Bank	JE-Ace Hardware- Paint for parks crew	116.91 M
05/06/2024	US Bank	CF-Miller - Graffiti paint	116.52 M
05/01/2024	Edge Analytical, Inc.	Wastewater lab chem testing	116.00
05/06/2024	US Bank	NS-RDM Airport-Parking Fees for APA conference	116.00 M
05/06/2024	US Bank	RV-911 Supply - pants	114.17 M
05/06/2024	US Bank	JE-Baxter's- Oil and air filter	112.64 M
05/06/2024	US Bank	CH-Treasure Valley Coffee- Coffee supplies	111.95 M
05/06/2024	US Bank	MQ-DJC - Advertisement for aviation fuel supplier	111.32 M
05/06/2024	US Bank	IA-Valvoline - oil change	110.98 M
05/06/2024	US Bank	TG-Best Med-CDL Physical	110.00 M
05/06/2024	US Bank	ZQ-Nova Health - Urgent Care in Redmond for CDL Physical	110.00 M
05/06/2024	US Bank	SW-Speakwrite - Major Case Transcription	108.61 M
05/15/2024	Net Assets Corp.	7 Lien Searches - April 2024	107.00
05/06/2024	US Bank	KW-Oregon feed- PVC parts	105.15 M
05/06/2024	US Bank	TP-Mountain View RV - Apr. 24 rent	105.00 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	105.00
05/06/2024	US Bank	CH-LS Network - April 2024	104.20 M
05/15/2024	LS Networks	May 2024	104.20
05/06/2024	US Bank	DH-Amazon- truck travel route signs for NWWTP.	103.96 M
05/06/2024	US Bank	CH-TDS April 2024	101.50 M
05/01/2024	Josh Ross	Sewer Deposit - J. Ross	100.92

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
05/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
05/06/2024	US Bank	CF-Ranch - outhouse service	100.00 M
05/06/2024	US Bank	RV-Guardian - March PD recruiting expense	100.00 M
05/06/2024	US Bank	SW-TLO Transunion - Monthly Subscription Major Case - April	100.00 M
05/06/2024	US Bank	AE-Les Schwab - winter tire changeover veh#1701	99.96 M
05/06/2024	US Bank	IA-Les Schwab - tire changeover	99.96 M
05/06/2024	US Bank	RK-Les Schwab - winter tire changeover #2001	99.96 M
05/06/2024	US Bank	TP-Les Schwab - winter tire changeover	99.96 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Contract	99.96
05/06/2024	US Bank	JE-Ace Hardware- Nut Drivers etc	99.94 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Non PD Hosting	99.35
05/06/2024	US Bank	CH-Treasure Valley Coffee- Coffee supplies	98.55 M
05/15/2024	Oregon Health Authority	2020 Drinking Water Services Operator Cert-Gilchrist	97.50
05/06/2024	US Bank	JL-Phils Ace Hardware ratchet straps and shop towels	96.95 M
05/06/2024	US Bank	LM-Oishi Japanese - personal use in error - EE reimbursed cit	96.70 M
05/06/2024	US Bank	CF-Madras Medical Group - CDL Physical	96.00 M
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	95.00
05/06/2024	US Bank	CH-USA Bluebook #inv00243184	92.95 M
05/06/2024	US Bank	CH-Safeway Budget meeting	92.94 M
05/06/2024	US Bank	CC-ace hardware upper storage in streets shop	92.74 M
05/06/2024	US Bank	AE-Les Schwab - winter tire changeover veh#1701	91.96 M
05/06/2024	US Bank	SW-Les Schwab - winter tire changeover	91.96 M
05/01/2024	CORIAN LLC	L. Martinelli - business cards	90.00
05/15/2024	ONE CALL CONCEPTS INC.	OR Utility Notification Center Tickets: April 24	89.60
05/06/2024	US Bank	RV-Blue Mountain Networks - April 2024	88.25 M
05/06/2024	US Bank	RV-Blue Mountain Networks - April 2024	88.25 M
05/06/2024	US Bank	CH-Bend Tel April 2024	87.29 M
05/06/2024	US Bank	CH-Bend Tel April 2024	87.29 M
05/06/2024	US Bank	BG-USA BLUE BOOK -white locate paint , 7.0 yellow buffer	87.20 M
05/06/2024	US Bank	WI-Pig-n-Pancake - dining at conference	85.30 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	85.20 M
05/01/2024	PNT, INC.	WO#26857: PD phone set up #1401	85.00
05/01/2024	PNT, INC.	WO #26896: reset ext 112	85.00
05/06/2024	US Bank	SB-Safeway-Deli	84.57 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	84.00
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	84.00
05/06/2024	US Bank	CF-Amazon - Vehicle light	82.89 M
05/06/2024	US Bank	CH-Safeway- Academy Graduation	81.95 M
05/06/2024	US Bank	GL-Ace Hardware - Thread seal, 1" T PVC, PVC cement rain	81.88 M
05/06/2024	US Bank	CH-LS Network - April 2024	81.87 M
05/15/2024	LS Networks	May 2024	81.87
05/06/2024	US Bank	CF-Amazon - Eyewash station	81.52 M
05/06/2024	US Bank	LM-Redmond Burger Co - personal use in error - EE reimburs	81.42 M
05/15/2024	JEFFERSON COUNTY PUBLIC WORKS	April 2024 fuel usage - 21.2 g UL	81.42
05/06/2024	US Bank	JE-Baxter's- throttle sensor #108	80.58 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	80.00
05/06/2024	US Bank	SW-Vistaprint - notecards	79.98 M
05/06/2024	US Bank	TP-Subway - Public Safety Health Fair	79.98 M
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	79.21
05/06/2024	US Bank	DB-Mark's Auto Repair - replace headlight	78.00 M
05/06/2024	US Bank	SB-Amazon-Snacks	76.98 M
05/06/2024	US Bank	JE-Ace Hardware- Paint for #55	76.93 M
05/06/2024	US Bank	JE-Baxter's- Air and Oil filters	75.94 M
05/01/2024	CORIAN LLC	R. Mock - business cards	75.00
05/06/2024	US Bank	BG-ACE Hardware - nuts , bolts , washers , gloves batteries	74.98 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	SB-Amazon-Pest Bait	74.00 M
05/06/2024	US Bank	RV-Pamplin Media Group - notice of budget committee mtg	72.34 M
05/06/2024	US Bank	LM-Bi Mart - Front Counter Paint And Stain Supplies	69.92 M
05/06/2024	US Bank	JE-Amazon- OSHA approved air wands	68.98 M
05/01/2024	William Mcrory	Sewer Deposit - W. Mcrory	68.55
05/06/2024	US Bank	CH-Central Electric March 2024	68.55 M
05/06/2024	US Bank	KW-Interstate battery- battery	66.95 M
05/06/2024	US Bank	RV-Pamplin Media Group - public notice ordinance 983	66.67 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	66.67
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	66.01
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	65.00
05/06/2024	US Bank	TP-Amazon - monitor swivel arms	64.74 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	64.31 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	64.31 M
05/06/2024	US Bank	LM-Amazon - City THangar 1 Light Bulb Replacement	63.99 M
05/06/2024	US Bank	JE-Baxter's- Steering shift tube and smell good for equipment	63.27 M
05/06/2024	US Bank	KP-SAFEWAY Council Food	61.55 M
05/01/2024	Pacific Rim Funding Inc	Refund overpayment - 1093 SE Balsamroot	60.71
05/06/2024	US Bank	CH-Consolidated Supply #SO11826286.001	60.48 M
05/06/2024	US Bank	CF-Simplisafe-Alarm monitoring	59.98 M
05/06/2024	US Bank	CH-Safeway- Food For City Council Meeting	59.98 M
05/06/2024	US Bank	SB-Mail Copies and More-Office Supplies	59.00 M
05/06/2024	US Bank	JE-Ace Hardware- Sand paper	58.98 M
05/06/2024	US Bank	ZQ-OR Dept of Ag - Pesticide training class for spray license	58.00 M
05/06/2024	US Bank	JL-Phils Ace Hardware tap and die set and nuts and bolts	57.27 M
05/06/2024	US Bank	KP-Register.com - Golf Course Domain Renewal	56.99 M
05/06/2024	US Bank	SO-Messicks- Repair Parts for Bubbler System	56.92 M
05/06/2024	US Bank	DH-Amazon- new work portfolio for Utilities Manager.	55.99 M
05/06/2024	US Bank	CC-ace hardware upper storage in streets shop	55.95 M
05/06/2024	US Bank	KW-Ace- pvc parts	55.94 M
05/06/2024	US Bank	SB-Safeway-Beer	54.78 M
05/06/2024	US Bank	SB-Safeway-Beer	54.78 M
05/06/2024	US Bank	TG-Home Depot- 4x4 wooden posts to hang truck route signs	54.32 M
05/06/2024	US Bank	KW-madras marine-chain	54.29 M
05/06/2024	US Bank	ME-Arco - fuel for training	54.03 M
05/06/2024	US Bank	KC-Les Schwab - new wiper blades	53.98 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	53.33
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	53.33
05/06/2024	US Bank	ZQ-Ace Hardware - Tools for streets and signs	52.97 M
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	52.81
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	52.81
05/06/2024	US Bank	CH-Madras Sanitary March 2024	52.81 M
05/06/2024	US Bank	GL-Ace Hardware - Clamp hoses, 1/2x1/2 adapter and nut dri	52.75 M
05/06/2024	US Bank	PH-Ace-Waterrepairairport	51.96 M
05/06/2024	US Bank	CH-Norco Cylinder rent 3/1/2024-3/30/2024	51.77 M
05/06/2024	US Bank	LM-Amazon - Airfield Light Bulbs	51.60 M
05/06/2024	US Bank	PH-Amazon- Eyewash station treatment	50.90 M
05/06/2024	US Bank	WI-EDCO - luncheon registration	50.00 M
05/06/2024	US Bank	JE-Ace Hardware- Paint to repair 55	48.93 M
05/06/2024	US Bank	CF-Verizon - Fleet monitoring	47.85 M
05/06/2024	US Bank	CH-Opal Spring H2O to go -3cases and 2 jugs and dispenser	47.70 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	47.70 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	47.70 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	47.70 M
05/06/2024	US Bank	NB-Amazon- Coffee for break room & pens	47.48 M
05/06/2024	US Bank	SB-Amazon-Snacks	45.98 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	NS-Madras Computer-Power Cord for Laptop	45.00 M
05/15/2024	DataQuest, LLC	Credit search fee	45.00
05/06/2024	US Bank	FW-Amazon - Decaf Coffee for City Hall	44.91 M
05/06/2024	US Bank	SB-Amazon-Snacks	44.86 M
05/06/2024	US Bank	SB-Amazon-Snacks	44.86 M
05/06/2024	US Bank	WI-Tollgate Inn - lunch en route to OR City Mgr's Conf	44.00 M
05/06/2024	US Bank	JE-Ace Hardware- Paint for #68 bed	43.96 M
05/06/2024	US Bank	SB-Amazon-Snacks	43.92 M
05/06/2024	US Bank	RV-Verizon - cell phones Mar 2024	42.60 M
05/06/2024	US Bank	ME-Amazon - CD-R blank discs	42.46 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Security	42.00
05/06/2024	US Bank	SB-Madras Marine-Oil mix	41.64 M
05/06/2024	US Bank	PH-Amazon-Eye wash station for lower shop	40.99 M
05/06/2024	US Bank	KW-ace-top soil	40.98 M
05/06/2024	US Bank	CF-Thriftway - Safety Meeting	40.90 M
05/06/2024	US Bank	CH-Aire-Master Restroom Deodorizer April 2024	40.12 M
05/06/2024	US Bank	CH-Aire-Master Restroom Deodorizer April 2024	40.12 M
05/06/2024	US Bank	MQ-Premier Builders - Airport Helipad Paving project	40.00 M
05/06/2024	US Bank	TP-Eagle Bakery - dispatcher recognition	40.00 M
05/06/2024	US Bank	JE-Ace Hardware- Tie down straps	39.99 M
05/06/2024	US Bank	SB-Amazon-Candy Bars	39.99 M
05/06/2024	US Bank	SB-Amazon-Gopher/Vole Traps	39.99 M
05/06/2024	US Bank	SO-Phils Ace- Repair Parts for Royal Flush and NTP	39.97 M
05/06/2024	US Bank	ME-Mail Copies & More - notary stamp	39.95 M
05/06/2024	US Bank	PH-Amazon-Coffee supplies	39.49 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ PW	38.49 M
05/06/2024	US Bank	NS-The News Room-Lunch for Snead-APA conference	36.86 M
05/01/2024	Arthur and Laura Beitel	Refund overpayment - A. Beitel	36.72
05/06/2024	US Bank	AE-MTR Superstore - spit hoods	36.00 M
05/06/2024	US Bank	ME-Snow's Cleaners - uniform - Sgt Elder	36.00 M
05/06/2024	US Bank	JE-Ace Hardware- Primer paint to repair 55	35.96 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ SWWTP	35.86 M
05/06/2024	US Bank	TP-Grocery Outlet - dispatcher recognition	35.28 M
05/06/2024	US Bank	NS-Alaska Air-Luggage fee for APA conference	35.00 M
05/06/2024	US Bank	NS-Alaska Air-Luggage fee for APA conference	35.00 M
05/06/2024	US Bank	BG-ACE Hardware - Ratchet straps for pontoon boat	34.99 M
05/01/2024	Karin Stauder	Mileage 52 miles- 3/28/24	34.84
05/06/2024	US Bank	CH-Central Electric March 2024	34.73 M
05/06/2024	US Bank	ME-Mail Copies & More - ""no record"" stamp	34.50 M
05/06/2024	US Bank	SB-Safeway-Deli	34.46 M
05/06/2024	US Bank	SB-Amazon-Candy Bars	34.32 M
05/06/2024	US Bank	SB-Amazon-Snacks	34.22 M
05/06/2024	US Bank	SB-Amazon-Snacks	33.98 M
05/06/2024	US Bank	SB-Amazon-Snacks	33.98 M
05/06/2024	US Bank	WI-Great Earth - lunch with new employee	33.93 M
05/06/2024	US Bank	RM-Amazon - Notebook and Vertical Folders	33.01 M
05/06/2024	US Bank	RV-Opal Springs Water Co - water delivery 4/5/24	33.00 M
05/06/2024	US Bank	CH-Madras Sanitary March 2024	32.70 M
05/06/2024	US Bank	PH-Paddingtons Pizza- Dinners while at school	32.10 M
05/06/2024	US Bank	MQ-DEQ - Convenience fee	31.88 M
05/06/2024	US Bank	SO-Amazon- Repair Parts for Bubbler System	31.82 M
05/06/2024	US Bank	SB-Safeway-Deli	31.48 M
05/06/2024	US Bank	SB-Amazon-Deli	31.47 M
05/06/2024	US Bank	SB-Safeway-Deli	31.38 M
05/06/2024	US Bank	RK-Nami Lily Sushi - 4/10/24 dinner at training	31.04 M
05/06/2024	US Bank	NS-Uber-Transportation from MSP to Hotel-APA conference	30.96 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	CC-ace hardware plugging water lines in upper storage	30.95 M
05/06/2024	US Bank	LM-Wal Mart - Office Phone Charger	30.89 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ City Hall	30.65 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ City Hall	30.65 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ PD	30.65 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ PD	30.65 M
05/06/2024	US Bank	SB-Amazon-Snacks	30.09 M
05/06/2024	US Bank	ME-Shell - fuel for training	30.00 M
05/06/2024	US Bank	RK-Ty Fish and Chips - 4/17/24 dinner at training	29.75 M
05/06/2024	US Bank	DH-Amazon-storage container for locate paint in truck #86	28.93 M
05/06/2024	US Bank	RK-Okusushi - 4/13/24 dinner at training	28.78 M
05/06/2024	US Bank	FW-OEDA - What You Need to Know About the Oregon Legisl	28.52 M
05/06/2024	US Bank	NS-Subway-Lunch for Snead & Ibershof-OCCMA conference	28.34 M
05/06/2024	US Bank	MQ-Amazon -Computer wipes, coffee	28.03 M
05/06/2024	US Bank	TP-Subway - Public Safety Health Fair	27.98 M
05/06/2024	US Bank	SB-Amazon-Snacks	26.99 M
05/06/2024	US Bank	PH-Ace-Surge protectorforSWWTP	26.96 M
05/15/2024	Covenant Technology Solutions, Inc.	May 2024 - Sentinel	26.68
05/01/2024	Covenant Technology Solutions, Inc.	April 2024 -Hosting	26.40
05/06/2024	US Bank	JL-Phils Ace Hardware nuts and bolts pvc glue, cement and p	25.17 M
05/06/2024	US Bank	LM-Best Buy - Company Phone Holder	24.99 M
05/06/2024	US Bank	DH-Ace Hardware- caulking gun and caulk for repair to Krofta	24.98 M
05/06/2024	US Bank	DH-Amazon- wax scents for office @ SWWTP.	24.95 M
05/06/2024	US Bank	SB-Amazon-Snacks	24.66 M
05/06/2024	US Bank	SO-Phils Ace- Cleaning Supplies	24.30 M
05/06/2024	US Bank	LM-Amazon - Desk Organizer	23.99 M
05/06/2024	US Bank	RK-R&R BBQ - 4/14/24 lunch at training	23.80 M
05/06/2024	US Bank	GL-Ace Hardware - Snap spring &cd utility lock	23.73 M
05/06/2024	US Bank	JE-Baxters- heater hose elbow for #104	23.68 M
05/06/2024	US Bank	NB-Amazon- Large Envelopes for HR	22.99 M
05/06/2024	US Bank	RK-Mobettahs - 4/13/24 lunch at training	22.94 M
05/06/2024	US Bank	RK-The Break - 4/9/24 dinner at training	22.61 M
05/06/2024	US Bank	LM-Eagle Bakery - Goods For Pilots And Contractors	22.00 M
05/06/2024	US Bank	KW-home depot- saw blade	21.47 M
05/06/2024	US Bank	LM-Amazon - Airport License Frames	19.99 M
05/06/2024	US Bank	RK-Sushi Burrito - 4/18/24 dinner at training	19.93 M
05/06/2024	US Bank	KP-AMAZON Office Supplies	19.83 M
05/06/2024	US Bank	LM-Wal Mart - Office Phone adapter	19.71 M
05/06/2024	US Bank	NS-Hudson-Breafast for Snead-APA conference	19.47 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ airport	19.03 M
05/06/2024	US Bank	ZQ-Baxter Auto Parts - Parts to repair a solar sign	18.55 M
05/06/2024	US Bank	ME-Loce Place - lunch during training M. Enriquez	18.00 M
05/06/2024	US Bank	RM-Amazon - Office Decor	17.98 M
05/06/2024	US Bank	RV-Mission Linen - mat service @ SWWTP	17.93 M
05/06/2024	US Bank	RK-Jersey Mike's - 4/19/24 dinner at training	17.91 M
05/06/2024	US Bank	RK-Oh Mai - 4/9/24 lunch at training	17.71 M
05/06/2024	US Bank	RK-Screen Door - 4/7/24 lunch at training	17.50 M
05/06/2024	US Bank	PH-Ace-Chain for upper storage pond	17.45 M
05/06/2024	US Bank	TG-Ace Hardware-Hose bib for SWWTP	16.99 M
05/06/2024	US Bank	NS-Costa Coffee-Breakfast for Snead-APA conference	16.92 M
05/06/2024	US Bank	SB-Amazon-Snacks	16.88 M
05/06/2024	US Bank	RK-Vietopia - 4/14/24 dinner at training	16.66 M
05/06/2024	US Bank	RK-Oh Mai - 4/16/24 lunch at training	16.61 M
05/01/2024	Mock, Rebecca	Reimburse out of pocket expenses	16.51
05/06/2024	US Bank	SB-Amazon-Deli	16.39 M
05/06/2024	US Bank	RK-The Pie Pizzeria - 4/17/24 lunch at training	16.22 M

Check Issue Date	Payee	Description	Check Amount
05/06/2024	US Bank	RK-Maria's Mexican Grill - 4/19/24 lunch at training	16.14 M
05/06/2024	US Bank	KP-ZOOM Pro account fee	15.99 M
05/06/2024	US Bank	CC-Madras lumber upper storage in streets shop	15.96 M
05/06/2024	US Bank	LM-Amazon - Compressed Air For Taxiway Light Repair	15.89 M
05/06/2024	US Bank	RK-Cafe Rio - 4/12/24 lunch at training	15.67 M
05/06/2024	US Bank	RK-Cafe Rio - 4/18/24 lunch at training	15.58 M
05/06/2024	US Bank	RK-The Pie Pizzeria - 4/10/24 lunch at training	15.41 M
05/06/2024	US Bank	PH-Ericksons-Coffee for office	15.38 M
05/01/2024	Will Ward Janitorial	Janitorial Service - April 2024	15.00
05/06/2024	US Bank	FW-APA Ohio/ AICP Study Prep	15.00 M
05/06/2024	US Bank	CH-Black Bear Diner- Council meeting dinner	14.99 M
05/06/2024	US Bank	LM-Canva - Monthly Fee	14.99 M
05/06/2024	US Bank	CH-LS Network - April 2024	14.89 M
05/15/2024	LS Networks	May 2024	14.89
05/06/2024	US Bank	SB-Amazon-snacks	14.84 M
05/06/2024	US Bank	SB-Amazon-Snacks	14.84 M
05/06/2024	US Bank	CC-ace hardware for hanging banners in shop	14.75 M
05/06/2024	US Bank	RK-The Pie Pizzeria - 4/8/24 lunch at training	14.60 M
05/06/2024	US Bank	RK-The Pie Pizzeria - 4/15/24 lunch at training	14.60 M
05/06/2024	US Bank	FW-Amazon - office supplies/hand sanitizer	14.49 M
05/06/2024	US Bank	KW-Napa-switch	13.99 M
05/06/2024	US Bank	LM-Amazon - Charging Station Repair	13.49 M
05/06/2024	US Bank	FW-Amazon - office supplies/Pen Holder	12.99 M
05/06/2024	US Bank	KC-Chevron - car wash - Correa	12.99 M
05/06/2024	US Bank	PH-PopeyesChicken-Lunch while at school	12.99 M
05/06/2024	US Bank	RK-DP Cheesesteaks - 4/11/24 lunch at training	12.43 M
05/06/2024	US Bank	NS-Chipotle-Dinner for Snead-APA conference	12.32 M
05/06/2024	US Bank	CH-Ferrellgas tank rental 3/2024-3/2025	12.00 M
05/06/2024	US Bank	CF-Ace - Bucket	11.98 M
05/06/2024	US Bank	LM-Amazon - Airspace pilot chart	11.73 M
05/06/2024	US Bank	ME-Amazon - wall hooks	10.79 M
05/06/2024	US Bank	LM-Amazon - Office Supplies	10.51 M
05/06/2024	US Bank	ME-In-N-Out - lunch at training	10.35 M
05/06/2024	US Bank	CH-TDS April 2024	10.26 M
05/06/2024	US Bank	ZQ-Napa Auto - Parts to repair a solar sign	10.20 M
05/06/2024	US Bank	ME-Chipotle - lunch at training	9.60 M
05/06/2024	US Bank	JE-Baxter's- little trees	9.38 M
05/06/2024	US Bank	NS-Chipotle-Lunch for Snead-APA conference	9.07 M
05/06/2024	US Bank	TP-Chevron - car wash	8.99 M
05/06/2024	US Bank	LM-Amazon - Office Restroom Sign	8.65 M
05/06/2024	US Bank	DB-Chevron - car wash	7.99 M
05/06/2024	US Bank	ID-CHEVRON - Car Wash VEH# 2201	7.99 M
05/06/2024	US Bank	SO-Phils Ace- Batteries for Well 2 Pressure Chart	7.99 M
05/06/2024	US Bank	RV-esmartpayroll - Q1 2024 941 filing fee	7.45 M
05/06/2024	US Bank	PH-Ace-Chain for upper storage pond	6.98 M
05/06/2024	US Bank	BG-ACE Hardware - Bulbs for boat trailer tail lights	6.73 M
05/06/2024	US Bank	KC-Autozone - wiper fluid	4.99 M
05/06/2024	US Bank	PH-Ace-Nipple for piping repair @ NWWTP	4.68 M
05/06/2024	US Bank	TG-Thriftway-coffee creamer for SWWTP	4.19 M
05/06/2024	US Bank	ZQ-Ace Hardware - Part to repair water line in street shop	2.99 M
05/06/2024	US Bank	TP-Oxford Suites - Chief - lodging at training	4.00- M
05/06/2024	US Bank	LM-Wal Mart - Return Phone Adapter	16.18- M
05/06/2024	US Bank	SB-Amazon-CREDIT	29.00- M
05/01/2024	J&S CONSTRUCTION AND EXCAVATION LLC	Helibase - Access Road	2,250.00-
05/01/2024	2KG Contractors, Inc.	Homeless shelter	3,328.21-

Check Issue Date	Payee	Description	Check Amount
Grand Totals:			<u>728,995.18</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/10/24	SQ *D'S LOCK AND KEYS LLC	D's - Rekey HR and CA offices	\$ 164.00
04/12/24	PAYPAL *VERSARE	Versare - Cubicle walls	\$ 2,727.25
04/05/24	SQ *R&C DEVELOPMENTS, LLC	Aire-Master Restroom Deodorizer April 2024	\$ 40.12
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 64.31
04/11/24	CENTRAL OREGON HEATING	Central Oregon Heating and cooling #179814171	\$ 973.50
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5308	\$ 635.28
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5311	\$ 606.58
04/02/24	MISSION LINEN	Mission Linen - mat service @ City Hall	\$ 30.65
04/16/24	MISSION LINEN	Mission Linen - mat service @ City Hall	\$ 30.65
03/28/24	BLUE MOUNTAIN NETWORKS	Blue Mountain Networks - April 2024	\$ 88.25
04/23/24	VZWRLLS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 85.20
04/08/24	SAFEWAY #1960	SAFEWAY Council Food	\$ 61.55
03/26/24	BLACK BEAR DINER MADRAS	Black Bear Diner - Council meeting dinner	\$ 187.09
03/26/24	BLACK BEAR DINER MADRAS	Black Bear Diner- Council meeting dinner	\$ 14.99
04/09/24	SAFEWAY #1960	Safeway- Food For City Council Meeting	\$ 59.98
04/16/24	SAFEWAY #1960	Safeway Budget meeting	\$ 92.94
04/18/24	MAIL COPIES & MORE	Mail Copies and more- City Budget books tabs and printing.	\$ 1,185.75
04/23/24	DOMINO'S 7228	Dominos- food for council meeting	\$ 121.83
03/31/24	ZOOM.US 888-799-9666	ZOOM Pro account fee	\$ 15.99
03/26/24	INN AT SEASIDE HOTEL	Inn at Seaside Hotel - lodging at OR City Mgr's Conference	\$ 455.64
03/26/24	TOLLGATE INN RESTAURANT	Tollgate Inn - lunch en route to OR City Mgr's Conf	\$ 44.00
03/28/24	PIG 'N PANCAKE-SEASIDE	Pig-n-Pancake - dining at conference	\$ 85.30
04/01/24	GREAT EARTH CAFE&MARKET	Great Earth - lunch with new employee	\$ 33.93
04/11/24	EB MADE IN BEND TOUR	EDCO - luncheon registration	\$ 50.00
04/17/24	ZOOM.US 888-799-9666	Zoom- Monthly Subscription	\$ 120.00
04/06/24	AMZN MKTP US*OH2DE6PQ3	AMAZON Office Supplies	\$ 19.83
04/11/24	CANVA* 04118-72543016	CANVA Pro Account	\$ 119.99
04/10/24	AMZN MKTP US*7W3IK7V43	Amazon - monitors/stand for HR Director	\$ 612.28
04/19/24	AMZN MKTP US*4E6Z27OU3	Amazon - Notebook and Vertical Folders	\$ 33.01
04/20/24	AMZN MKTP US*G92J663X3	Amazon - Office Decor	\$ 17.98
04/17/24	AMAZON RET* 113-528573	Amazon - Decaf Coffee for City Hall	\$ 44.91
04/18/24	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee- Coffee supplies	\$ 111.95
04/20/24	AMAZON.COM*FV2LG5XI3	Amazon- Large Envelopes for HR	\$ 22.99
04/17/24	IN *SSW CONSULTING LLC	SSW Consulting - Madras goal review	\$ 510.00
04/20/24	TST* REDMOND BURGER COMPA	Redmond Burger Co - personal use in error - EE reimbursed city	\$ 81.42
04/19/24	OISHI JAPANESE	Oishi Japanese - personal use in error - EE reimbursed city	\$ 96.70
04/02/24	BI-MART 654	Bi Mart - Front Counter Paint And Stain Supplies	\$ 69.92
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 134.55
04/16/24	MISSION LINEN	Mission Linen - mat service @ airport	\$ 19.03
04/10/24	CANVA* I04117-54639452	Canva - Monthly Fee	\$ 14.99
04/18/24	TDS	TDS April 2024	\$ 505.79
04/23/24	BENDEL	Bend Tel April 2024	\$ 168.71
04/23/24	VZWRLLS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 47.70
04/04/24	HYATT REGENCY BELLEVUE	Hyatt Regency - Hotel For NWAAAE FAA Conference	\$ 682.38
04/12/24	FSP*THE GRAND HOTEL SALEM	FSP The Grand Hotel - Hotel OAMA Legislative Day Conference	\$ 179.52

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/10/24	AMZN MKTP US*VO38M8R63	Amazon - City THangar 1 Light Bulb Replacement	\$ 63.99
04/01/24	AMZN MKTP US*AD17H77U3	Amazon - Airfield Light Bulbs	\$ 51.60
04/03/24	AMZN MKTP US*3J50X66N3	Amazon - Charging Station Repair	\$ 13.49
04/10/24	AMZN MKTP US*SB1UN1U53	Amazon - Compressed Air For Taxiway Light Repair	\$ 15.89
04/11/24	WILBUR ELLIS MADRAS	Wilbur Ellis - Weed spray for airport	\$ 5,155.90
04/23/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5310	\$ 885.17
03/25/24	WAL-MART #2030	Wal Mart - Return Phone Adapter	\$ (16.18)
03/25/24	WAL-MART #2030	Wal Mart - Office Phone Charger	\$ 30.89
03/25/24	WAL-MART #2030	Wal Mart - Office Phone adapter	\$ 19.71
04/09/24	PLATEAU C-STORE	Plateau C Store - Airport Truck Fuel	\$ 122.17
04/12/24	SQ *EAGLE BAKERY	Eagle Bakery - Goods For Pilots And Contractors	\$ 22.00
04/16/24	AMZN MKTP US*YQ23Z8U63	Amazon - Office Supplies and Comm Radio	\$ 403.86
04/16/24	AMZN MKTP US*5J5J75YR3	Amazon - Office Restroom Sign	\$ 8.65
04/17/24	BEST BUY 00008631	Best Buy - Company Phone Holder	\$ 24.99
04/17/24	IN *TREASURE VALLEY COFFE	IN Treasure Valley Coffee - Coffee and Paper Products	\$ 207.10
04/20/24	WAL-MART #2243	Amazon - Office Supplies	\$ 10.51
04/21/24	AMZN MKTP US*VK2EK9GD3	Amazon - Airport License Frames	\$ 19.99
04/21/24	AMZN MKTP US*WE3RB4HL3	Amazon - Desk Organizer	\$ 23.99
04/22/24	AMZN MKTP US*ZM9N89VV3	Amazon - Airspace pilot chart	\$ 11.73
04/15/24	BRIDGETOWER MEDIA ADS	DJC - Advertisement for aviation fuel supplier	\$ 111.32
03/27/24	PLATEAU C-STORE	Plateau Travel Plaza - Fuel for city truck	\$ 150.00
04/02/24	CENTRAL ELECTRIC COO INC	Central Electric March 2024	\$ 34.73
04/09/24	PREMIER BUILDERS EXCHANGE	Premier Builders - Airport Helipad Paving project	\$ 40.00
03/29/24	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - invitation to bid - Helibase project	\$ 149.66
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric- Apron Rehab Project #5333	\$ 1,274.93
03/26/24	N & S TRACTOR MADRAS	N&S Tractor - Gate and bolts for ODOT parking lot	\$ 283.03
03/27/24	SWIFT STEEL	(Swift Steel) Material for gate at ODOT parking lot	\$ 679.07
04/24/24	MILLER PAINT REDM 325	Miller - Graffiti paint	\$ 116.52
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 32.70
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 52.81
04/24/24	MADRAS PAINT & GLASS INC	Madras Paint & Glass-Paint for Graffiti Removal for County Work Cr	\$ 523.80
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 890.96
04/23/24	VZWLSS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 42.60
03/25/24	PAYPAL *OREGONCODEE	OCEA/CodeEnforcementConferenceMarcoMack	\$ 275.00
03/29/24	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - notice of public hearing	\$ 198.67
03/29/24	COMMUNITY NEWSPAPERS - AD	Pamplin Media Group - public notice ordinance 983	\$ 66.67
03/26/24	INN AT SEASIDE HOTEL	Inn at Seaside Hotel - lodging at OR City Mgr's Conference	\$ 455.64
03/29/24	APA OHIO	APA Ohio/ AICP Study Prep	\$ 15.00
04/02/24	AMERICAN PLANNING A	APA/AICP exam fees	\$ 255.00
04/12/24	EB WHAT YOU NEED TO K	OEDA - What You Need to Know About the Oregon Legislature: A P	\$ 28.52
03/27/24	AMERICAN PLANNING A	American Planning Association-Conference Registration	\$ 884.20
03/29/24	SUBWAY 21477	Subway-Lunch for Snead & Ibershof-OCCMA conference	\$ 28.34
04/12/24	ALASKA AIR 0272366941542	Alaska Air-Luggage fee for APA conference	\$ 35.00
04/13/24	CHIPOTLE 0263	Chipotle-Lunch for Snead-APA conference	\$ 9.07
04/12/24	UBER TRIP	Uber-Transportation from MSP to Hotel-APA conference	\$ 30.96

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/12/24	COSTA DESIGN NS17 SEA	Costa Coffee-Breakfast for Snead-APA conference	\$ 16.92
04/15/24	CHIPOTLE 0263	Chipotle-Dinner for Snead-APA conference	\$ 12.32
04/15/24	THE NEWS ROOM INC	The News Room-Lunch for Snead-APA conference	\$ 36.86
04/16/24	HUDSON ST 1503	Hudson-Breafast for Snead-APA conference	\$ 19.47
04/16/24	RDM AIRPORT PARKING	RDM Airport-Parking Fees for APA conference	\$ 116.00
04/15/24	ALASKA AIR	Alaska Air-Luggage fee for APA conference	\$ 35.00
04/16/24	HILTON MINNEAPOLIS FD	Hilton-Snead meals from hotel for APA conference	\$ 142.89
04/10/24	AMZN MKTP US*UM29N8933	Amazon - office supplies/Pen Holder	\$ 12.99
04/16/24	AMAZON RET* 113-528573	Amazon - office supplies/hand sanitizer	\$ 14.49
04/24/24	SP 8EC4D2-2	Madras Computer-Power Cord for Laptop	\$ 45.00
03/25/24	FLOWCODE PRO	Flowcode/QR subscription	\$ 299.47
04/03/24	SIMPLISAFE	Simplisafe-Alarm monitoring	\$ 59.98
03/25/24	MISSION LINEN	Mission Linen - mat service @ DPGC	\$ 129.88
04/16/24	MISSION LINEN	Mission Linen - mat service @ DPGC	\$ 196.76
04/08/24	WEB*WEB.COM	Register.com - Golf Course Domain Renewal	\$ 56.99
03/28/24	BLUE MOUNTAIN NETWORKS	Blue Mountain Networks - April 2024	\$ 401.98
04/23/24	VZWLSS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 47.70
04/09/24	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 220.25
04/22/24	CARL'S GOLFLAND INC	Carl's Golf Land-Gloves and Golf Balls	\$ 609.55
03/31/24	AMAZON.COM*RA10P1VS1	Amazon-snacks	\$ 14.84
03/31/24	AMAZON.COM*JY66B7DO3	Amazon-Snacks	\$ 76.98
04/03/24	SAFEWAY #1960	Safeway-Beer	\$ 54.78
04/06/24	AMAZON RET* 113-288181	Amazon-Snacks	\$ 44.86
04/06/24	AMAZON.COM*1V1QQ4ZR3	Amazon-Candy Bars	\$ 34.32
04/06/24	AMAZON.COM*GG9QM64F3	Amazon-Candy Bars	\$ 39.99
04/11/24	AMAZON RET* 113-744011	Amazon-Snacks	\$ 33.98
04/17/24	AMZN MKTP US	Amazon-CREDIT	\$ (29.00)
04/17/24	AMAZON RET* 113-270290	Amazon-Snacks	\$ 33.98
04/17/24	AMAZON.COM*5K9MB9UC3	Amazon-Snacks	\$ 43.92
04/17/24	AMAZON.COM*VJ0G77RZ3	Amazon-Snacks	\$ 14.84
04/17/24	AMAZON.COM*HO2GC2PC3	Amazon-Snacks	\$ 44.86
04/17/24	AMAZON.COM*X83M99LI3	Amazon-Snacks	\$ 34.22
04/17/24	AMAZON.COM*454VE2LL3	Amazon-Snacks	\$ 16.88
04/17/24	AMAZON.COM*DI89878Z3	Amazon-Snacks	\$ 24.66
04/18/24	AMZN MKTP US*V26SS1XU3	Amazon-Snacks	\$ 30.09
04/18/24	AMAZON.COM*7B2133QB3	Amazon-Snacks	\$ 45.98
04/22/24	AMAZON MAR* 113-317315	Amazon-Snacks	\$ 26.99
04/22/24	SAFEWAY #1960	Safeway-Beer	\$ 54.78
03/26/24	OREGON BEEF COMPANY	Oregon Beef-Deli	\$ 334.91
03/26/24	SAFEWAY #1960	Safeway-Deli	\$ 34.46
03/31/24	AMAZON RET* 113-734248	Amazon-Deli	\$ 31.47
04/03/24	OREGON BEEF COMPANY	Oregon Beef-Deli	\$ 228.55
04/03/24	SAFEWAY #1960	Safeway-Deli	\$ 84.57
04/08/24	AMZN MKTP US*BJ4EB28J3	Amazon-Deli	\$ 16.39

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/16/24	SAFEWAY #1960	Safeway-Deli	\$ 31.38
04/22/24	SAFEWAY #1960	Safeway-Deli	\$ 31.48
04/10/24	MAIL COPIES & MORE	Mail Copies and More-Office Supplies	\$ 59.00
04/18/24	IN *TREASURE VALLEY COFFE	Treasure Valley Coffee- Coffee supplies	\$ 98.55
03/26/24	MADRAS MARINE	Madras Marine-Oil mix	\$ 41.64
03/26/24	THE HOME DEPOT #4032	Home Depot-Backpack sprayer/chemical	\$ 124.44
03/31/24	AMZN MKTP US*XE7098SI3	Amazon-Gopher/Vole Traps	\$ 39.99
04/11/24	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 877.67
04/15/24	TURF STAR INC	Turf Star-Repairs and Maintenance	\$ 868.34
03/27/24	INTERSTATE BATTERY	Interstate battery- battery	\$ 66.95
03/28/24	NAPA AUTO 0023005	Napa-switch	\$ 13.99
03/29/24	PAR WEST TURF SERVICES, I	Par west- soil probe	\$ 197.76
04/03/24	MADRAS MARINE	madras marine-chain	\$ 54.29
04/06/24	THE HOME DEPOT #4032	home depot- saw blade	\$ 21.47
04/12/24	PHILS ACE HARDWARE - MADR	ace-top soil	\$ 40.98
04/18/24	OREGON FEED & IRRIGATI	Oregon feed- PVC parts	\$ 105.15
04/19/24	PHILS ACE HARDWARE - MADR	Ace- pvc parts	\$ 55.94
04/18/24	THOMPSON PUMP AND IRRIGAT	Thompson pump- pvc parts	\$ 150.61
03/30/24	AMZN MKTP US*536J10AA3	Amazon-Pest Bait	\$ 74.00
03/25/24	WPY*CASELLE	Caselle Inc. - Contract Support/ Maintenance - April 2024	\$ 1,373.00
03/28/24	BLUE MOUNTAIN NETWORKS	Blue Mountain Networks - April 2024	\$ 88.25
04/23/24	GOVERNMENT FINANCE OFFIC	GFOA - CPFO membership fee for Accounting Analyst	\$ 175.00
04/01/24	ESMARTPAYROLL PAYCHECKMA	esmartpayroll - Q1 2024 941 filing fee	\$ 7.45
04/06/24	AMAZON.COM*KW4IB1DL3	Amazon- Coffee for break room & pens	\$ 47.48
03/26/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Paint to repair 55	\$ 48.93
03/26/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Primer paint to repair 55	\$ 35.96
03/27/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Sand paper	\$ 58.98
03/28/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Paint for #55	\$ 76.93
03/29/24	BAXTER AUTO PARTS #52	Baxter's- Salt neutralizer	\$ 216.00
03/29/24	BAXTER AUTO PARTS #52	Baxter's- Air and Oil filters	\$ 75.94
04/01/24	BAXTER AUTO PARTS #52	Baxter's- Steering shift tube and smell good for equipment	\$ 63.27
04/01/24	BAXTER AUTO PARTS #52	Baxter's- Idler pulley, belt tensioner and belt for #71	\$ 134.83
04/02/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Paint for #68 bed	\$ 43.96
04/03/24	BAXTER AUTO PARTS #52	Baxter's- filters	\$ 213.95
04/04/24	BAXTER AUTO PARTS #52	Baxter's- air and oil filters	\$ 205.97
04/05/24	BAXTER AUTO PARTS #52	Baxter's- parts solvent and club for SRE lift	\$ 268.52
04/05/24	BAXTER AUTO PARTS #52	Baxter's- Oil and air filter	\$ 112.64
04/05/24	AMZN MKTP US*LA9NC0253	Amazon- Blower rack for parks trailer	\$ 174.12
04/08/24	LES SCHWAB #0013	Les Schwabs- Battery for # 71	\$ 179.99
04/15/24	LES SCHWAB #0013	Les Schwab-Battery for # 65	\$ 204.29
04/15/24	BAXTER AUTO PARTS #52	Baxters- heater hose elbow for #104	\$ 23.68
04/18/24	LES SCHWAB #0013	Les Schwab- battery for #74-A	\$ 204.98
04/18/24	BAXTER AUTO PARTS #52	Baxters- oil filters air filters and belts	\$ 256.81
04/19/24	BAXTER AUTO PARTS #52	Baxters- Alternator for #74-A	\$ 218.65
04/19/24	BAXTER AUTO PARTS #52	Baxter's- throttle sensor #108	\$ 80.58

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/22/24	BAXTER AUTO PARTS #52	Baxter's- Filters	\$ 188.91
04/22/24	BAXTER AUTO PARTS #52	Baxter's- little trees	\$ 9.38
04/23/24	SQ *PRINCE'S TOWING LLC	Princes towing- Tow sweeper to J&H for repair	\$ 495.00
04/01/24	VERIZON*CONNECT	Verizon - Fleet monitoring	\$ 47.85
04/24/24	AMZN MKTP US*9560P4563	Amazon - Vehicle light	\$ 82.89
04/12/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Welding tools for streets shop	\$ 309.92
03/29/24	MADRAS MARINE	Madras Marine- BR 800 pack blowers	\$ 1,267.96
03/29/24	BAXTER AUTO PARTS #52	Baxter's- grease guns for equipment	\$ 247.83
04/04/24	AMZN MKTP US*PZ4BU24U3	Amazon- Solvent tank replacement	\$ 299.95
04/05/24	AMAZON RET* 113-229946	Amazon- OSHA approved air wands	\$ 68.98
04/12/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Nut Drivers etc	\$ 99.94
04/23/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Tie down straps	\$ 39.99
04/23/24	THE HOME DEPOT 4032	Home Depot- Shelves, hammers and had brooms	\$ 677.51
04/23/24	COENERGY PROPANE LLC	Co Energy Propane- Shop Heating	\$ 649.96
04/08/24	LES SCHWAB #0013	Les Schwab- Drive tires for #08	\$ 2,174.11
04/03/24	CENTRAL BILLING (NS)	Les Schwab - PO #11768 - tires for truck #89	\$ 2,690.74
04/03/24	CENTRAL BILLING (NS)	Les Schwab - tires for truck #50	\$ 1,378.94
04/03/24	CENTRAL BILLING (NS)	Les Schwab - new tire for sweeper	\$ 521.47
04/11/24	LS NETWORKS	LS Network - April 2024	\$ 81.87
04/11/24	LS NETWORKS	LS Network - April 2024	\$ 14.89
04/11/24	LS NETWORKS	LS Network - April 2024	\$ 104.20
04/11/24	LS NETWORKS	LS Network - April 2024	\$ 126.53
04/23/24	BENDTEL	Bend Tel April 2024	\$ 397.64
04/23/24	BENDTEL	Bend Tel April 2024	\$ 87.29
04/23/24	BENDTEL	Bend Tel April 2024	\$ 397.64
04/23/24	BENDTEL	Bend Tel April 2024	\$ 87.29
03/25/24	CASCADE NATURAL GAS	Cascade natural gas - Gas service during construciton	\$ 472.26
03/29/24	KNOX COMPANY INC	Knox Company - Knox box for gate on Warming Shelter	\$ 521.00
04/23/24	VZWRLSS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 47.70
04/09/24	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
04/09/24	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 230.00
04/09/24	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 155.00
04/02/24	CENTRAL ELECTRIC COO INC	Central Electric March 2024	\$ 68.55
04/09/24	PHILS ACE HARDWARE - MADR	Ace Hardware- Paint for parks crew	\$ 116.91
04/10/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Thread seal, 1" T PVC, PVC cement rain and primer	\$ 81.88
04/10/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Clamp hoses, 1/2x1/2 adapter and nut driver	\$ 52.75
04/15/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Adjustable nuzzle, pad knee flex, trash bags handh	\$ 200.93
04/20/24	HORIZON DIST - H640	Horizon- Solenoids, Irrigation clocks, 1" valve, nuzzle no spill gas ca	\$ 1,175.50
04/22/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Snap spring &cd utility lock	\$ 23.73
04/23/24	WILBUR ELLIS MADRAS	Wilbur Ellis Company-Parks Fertilizer	\$ 257.60
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 661.56
04/19/24	CHEVRON 0210224	Chevron - car wash	\$ 8.99
03/29/24	MARKS AUTO REPAIR	Mark's Auto Repair - replace headlight	\$ 78.00
03/29/24	VIOC 090158	Valvoline - oil change	\$ 212.92
03/29/24	CHEVRON 0210224	Chevron - car wash	\$ 7.99

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/05/24	LES SCHWAB #0013	Les Schwab - repair brakes	\$ 1,002.70
03/28/24	CHEVRON 0210224	Chevron - car wash - Correa	\$ 12.99
04/19/24	AUTOZONE 5961	Autozone - wiper fluid	\$ 4.99
04/19/24	LES SCHWAB #0013	Les Schwab - new wiper blades	\$ 53.98
03/29/24	LES SCHWAB #0013	Les Schwab - winter tire changeover veh#1701	\$ 99.96
03/30/24	LES SCHWAB #0013	Les Schwab - winter tire changeover veh#1701	\$ 91.96
03/28/24	CHEVRON 0210224	CHEVRON - Car Wash VEH# 2201	\$ 7.99
04/17/24	VIOC 090158	Valvoline - oil change	\$ 110.98
04/05/24	SQ *R&C DEVELOPMENTS, LLC	Aire-Master Restroom Deodorizer April 2024	\$ 40.12
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 64.31
04/11/24	CENTRAL OREGON HEATING	Central Oregon Heating and cooling #179814171	\$ 973.50
04/02/24	MISSION LINEN	Mission Linen - mat service @ PD	\$ 30.65
04/16/24	MISSION LINEN	Mission Linen - mat service @ PD	\$ 30.65
03/26/24	TDS	TDS April 2024	\$ 195.00
04/02/24	TDS	TDS May 2024	\$ 195.00
04/02/24	TDS	TDS April 2024	\$ 10.26
04/02/24	TDS	TDS April 2024	\$ 101.50
04/03/24	VZWRLSS*MY VZ VB P	Verizon-PD Phones March 2024	\$ 1,167.57
04/11/24	TDS	TDS June 2024	\$ 195.00
03/28/24	BLUE MOUNTAIN NETWORKS	Blue Mountain Networks - April 2024	\$ 176.50
04/03/24	VERIZONWRLSS*RTCCR VB	Verizon - PD cell phones Feb. 2024	\$ 1,276.29
03/30/24	AMZN MKTP US*CN2YK6E53	Amazon - monitor swivel arms	\$ 64.74
04/01/24	PY *MOUNTAIN VIEW RV & MI	Mountain View RV - Apr. 24 rent	\$ 105.00
04/11/24	GROCERY OUTLET OF M	Grocery Outlet - dispatcher recognition	\$ 35.28
04/12/24	SQ *EAGLE BAKERY	Eagle Bakery - dispatcher recognition	\$ 40.00
04/20/24	RITE AID 05393	Rite Aid - gift cards	\$ 400.00
04/01/24	MAIL COPIES & MORE	Mail Copies & More - notary stamp	\$ 39.95
04/01/24	MAIL COPIES & MORE	Mail Copies & More - "no record" stamp	\$ 34.50
04/14/24	AMAZON RET* 112-271815	Amazon - CD-R blank discs	\$ 42.46
04/17/24	AMAZON RET* 112-004555	Amazon - wall hooks	\$ 10.79
04/19/24	STORAGE 2U LLC	Storage 2 U - storage container for evidence room	\$ 165.00
04/11/24	IN *ARTISTIC BRONZE INC.	Artistic - Plaque for PD	\$ 495.00
04/18/24	H20TOGO OPAL SPRINGS WATE	Opal Spring H2O to go -3cases and 2 jugs and dispenser rent	\$ 47.70
04/14/24	MTRSUPERSTORE	MTR Superstore - spit hoods	\$ 36.00
04/16/24	AXON	Axon - taser holster	\$ 267.50
04/02/24	IN *GUARDIAN ALLIANCE TEC	Guardian - March PD recruiting expense	\$ 100.00
04/08/24	H20TOGO OPAL SPRINGS WATE	Opal Springs Water Co - water delivery 4/5/24	\$ 33.00
03/29/24	VISTAPRINT	Vistaprint - notecards	\$ 79.98
04/04/24	RIP Q SIGNS AND GRAPHICS	Rip Q Signs - street banners	\$ 420.00
03/27/24	SUBWAY 11687	Subway - Public Safety Health Fair	\$ 133.94
03/27/24	SAFEWAY #1960	Subway - Public Safety Health Fair	\$ 79.98
03/27/24	SAFEWAY #1960	Subway - Public Safety Health Fair	\$ 27.98
04/16/24	FSP*OXFORD SUITES PENDLET	Oxford Suites - Chief - lodging at training	\$ 121.17
04/16/24	RADISSON HOTEL PENDLET	Radisson Hotel - Chief - lodging at training	\$ 321.00
04/17/24	FSP*OXFORD SUITES PENDLET	Oxford Suites - Chief - lodging at training	\$ (4.00)

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/23/24	IACP	IACP - Conference Registration	\$ 385.00
04/04/24	OREGON STATE SHERIFFS	OR State Sheriffs' Assn: training for M. Enriquez	\$ 300.00
04/17/24	SQ *LOCO PLACE	Loco Place - lunch during training M. Enriquez	\$ 18.00
04/22/24	SHELL OIL 93002579078	Shell - fuel for training	\$ 30.00
04/24/24	ARCO#04124BELLA CHANN IN	Arco - fuel for training	\$ 54.03
04/24/24	CHIPOTLE 2366	Chipotle - lunch at training	\$ 9.60
04/23/24	IN-N-OUT KEIZER	In-N-Out - lunch at training	\$ 10.35
04/11/24	SAFeway #1960	Safeway- Academy Graduation	\$ 81.95
04/22/24	ANADYNE	Anadyne - Hearing Tests	\$ 689.00
04/07/24	SCREEN DOOR CONC B PDX	Screen Door - 4/7/24 lunch at training	\$ 17.50
04/09/24	OH MAI SOUTH JORDAN	Oh Mai - 4/9/24 lunch at training	\$ 17.71
04/08/24	PIE PIZZERIA SOUTH JOR	The Pie Pizzeria - 4/8/24 lunch at training	\$ 14.60
04/10/24	NAMI LILY SUSHI & RAME	Nami Lily Sushi - 4/10/24 dinner at training	\$ 31.04
04/09/24	THE BREAK SPORTS BAR AND	The Break - 4/9/24 dinner at training	\$ 22.61
04/10/24	PIE PIZZERIA SOUTH JOR	The Pie Pizzeria - 4/10/24 lunch at training	\$ 15.41
04/11/24	SQ *DP CHEESESTEAKS SOU	DP Cheesesteaks - 4/11/24 lunch at training	\$ 12.43
04/13/24	CAFE RIO 0006 S. JORDAN	Cafe Rio - 4/12/24 lunch at training	\$ 15.67
04/13/24	DD DOORDASH MOBETTAHS	Mobettahs - 4/13/24 lunch at training	\$ 22.94
04/14/24	DD DOORDASH O-KUSUSHI	Okusushi - 4/13/24 dinner at training	\$ 28.78
04/14/24	R R BBQ SOUTH JORDAN 02	R&R BBQ - 4/14/24 lunch at training	\$ 23.80
04/15/24	DD DOORDASH VIETOPHAB	Vietopia - 4/14/24 dinner at training	\$ 16.66
04/16/24	OH MAI SOUTH JORDAN	Oh Mai - 4/16/24 lunch at training	\$ 16.61
04/15/24	PIE PIZZERIA SOUTH JOR	The Pie Pizzeria - 4/15/24 lunch at training	\$ 14.60
04/18/24	DD DOORDASH TYFISHCHI	Ty Fish and Chips - 4/17/24 dinner at training	\$ 29.75
04/17/24	PIE PIZZERIA SOUTH JOR	The Pie Pizzeria - 4/17/24 lunch at training	\$ 16.22
04/19/24	MARIAS MEXICAN GRILL SOUT	Maria's Mexican Grill - 4/19/24 lunch at training	\$ 16.14
04/19/24	CAFE RIO 0006 S. JORDAN	Cafe Rio - 4/18/24 lunch at training	\$ 15.58
04/19/24	DD DOORDASH SUSHIBURR	Sushi Burrito - 4/18/24 dinner at training	\$ 19.93
04/20/24	DD DOORDASH JERSEYMIK	Jersey Mike's - 4/19/24 dinner at training	\$ 17.91
04/15/24	CALIBRE PRESS	Calibre Press - training for SW	\$ 979.00
03/30/24	SPEAKWRITE LLC	Speakwrite - Major Case Transcription	\$ 108.61
04/01/24	TLO TRANSUNION	TLO Transunion - Monthly Subscription Major Case - April 2024	\$ 100.00
03/30/24	LES SCHWAB #0013	Les Schwab - winter tire changeover	\$ 99.96
04/03/24	LES SCHWAB #0013	Les Schwab - new tires chief's vehicle	\$ 1,205.88
04/01/24	LES SCHWAB #0013	Les Schwab - winter tire changeover #2001	\$ 99.96
04/06/24	LES SCHWAB #0013	Les Schwab - tire changeover	\$ 99.96
03/30/24	LES SCHWAB #0013	Les Schwab - winter tire changeover	\$ 91.96
03/28/24	SNOWS CLEANERS AND LAUNDR	Snow's Cleaners - uniform - Sgt Elder	\$ 36.00
04/02/24	911 SUPPLY INC	911 Supply - pants	\$ 181.02
04/15/24	911 SUPPLY INC	911 Supply - pants	\$ 204.69
04/15/24	911 SUPPLY INC	911 Supply - pants	\$ 114.17
04/22/24	911 SUPPLY INC	911 Supply - pants	\$ 204.13
03/27/24	THE HOME DEPOT 4032	Home Depot - Material and tool chest for safety and organization pei	\$ 448.88
03/29/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Part to repair water line in street shop	\$ 2.99
04/01/24	SMARTSIGN	Smart Sign - Label stickers for ladders to meet OSHA standards	\$ 131.62
03/27/24	PHILS ACE HARDWARE - MADR	ace hardware for hanging banners in shop	\$ 14.75
04/04/24	PHILS ACE HARDWARE - MADR	ace hardware upper storage in streets shop	\$ 55.95
04/05/24	PHILS ACE HARDWARE - MADR	ace hardware plugging water lines in upper storage	\$ 30.95
04/12/24	PHILS ACE HARDWARE - MADR	ace hardware upper storage in streets shop	\$ 92.74
04/12/24	SQ *MADRAS LUMBER LLC	Madras lumber upper storage in streets shop	\$ 15.96
04/12/24	AMZN MKTP US*PK83X4J13	Amazon - Padlocks	\$ 164.70
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 436.94
04/24/24	ADT SECURITY*028305622	ADT PW Bldg. B May-July 2024	\$ 170.07
04/16/24	MISSION LINEN	Mission Linen - mat service @ PW	\$ 38.49
04/18/24	TDS CABLE	TDS April 2024	\$ 301.54
04/23/24	BENDEL	Bend Tel April 2024	\$ 428.54

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/23/24	VZWRLLS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 542.97
03/28/24	METRO INSTITUTE INC	OR Dept of Ag - Pesticide training class for spray license	\$ 58.00
04/18/24	NOVA HEALTH	Nova Health - Urgent Care in Redmond for CDL Physical	\$ 110.00
04/14/24	SP K2AWARDS	K2 Awards - Trophies for City Employee Appreciation	\$ 132.88
04/18/24	OVERTON SAFETY TRAININ	Overton- Forklift train the trainer Webinar	\$ 695.00
04/03/24	ERICKSONS THRIFTWAY	Thriftway - Safety Meeting	\$ 40.90
04/17/24	MADRAS MEDICAL GROUP PC	Madras Medical Group - CDL Physical	\$ 96.00
04/22/24	ANADYNE	Anadyne - Hearing Tests	\$ 1,000.00
04/23/24	AMZN MKTP US*OT5TZ36I3	Amazon - Office Supplies	\$ 147.20
03/26/24	AMZN MKTP US*RA0OD0SS0	Amazon -Computer wipes, coffee	\$ 28.03
04/15/24	AMZN MKTP US*PJ6KC7XR3	Amazon - surveyor wheel	\$ 147.97
04/22/24	AMZN MKTP US*EH7WN6MK3	Amazon - Eyewash station	\$ 81.52
04/02/24	NORTHERN CALIFORNIA GLOVE	Northern Glove- Coats and vests for golf	\$ 219.95
04/02/24	NORTHERN CALIFORNIA GLOVE	Northern Glove- Rain coats and gloves for Parks crew	\$ 294.00
04/19/24	IN *H.A. MCCOY ENGINEERIN	HA McCoy- Hoffman Park and 10th street Design	\$ 4,945.15
04/12/24	IN *H.A. MCCOY ENGINEERIN	HA McCoy-10th Street Improv. --J street - Buff Street paving	\$ 3,780.00
03/26/24	N & S TRACTOR MADRAS	N&S Tractor - Gate for stock pile site entry	\$ 227.45
03/26/24	PHILS ACE HARDWARE - MADR	Ace Hardware - Tools for streets and signs	\$ 52.97
03/26/24	BAXTER AUTO PARTS #52	Baxter Auto Parts - Parts to repair a solar sign	\$ 18.55
03/26/24	NAPA AUTO 0023005	Napa Auto - Parts to repair a solar sign	\$ 10.20
03/27/24	SWIFT STEEL	(Swift Steel) Culvert for Polk St.	\$ 536.00
04/11/24	PHILS ACE HARDWARE - MADR	Ace - Bucket	\$ 11.98
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5309	\$ 1,547.88
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5285	\$ 200.00
04/02/24	CENTRAL ELECTRIC COO INC	Central Electric March 2024	\$ 276.51
04/15/24	BRIDGETOWER MEDIA ADS	DJC - 10th Street Paving Advertisement	\$ 222.64
04/10/24	TRB*MADRAS SANITARY SE	Madras Sanitary March 2024	\$ 263.75
04/02/24	MISSION LINEN	Mission Linen - mat service @ SWWTP	\$ 35.86
04/16/24	MISSION LINEN	Mission Linen - mat service @ SWWTP	\$ 17.93
04/23/24	BENDEL	Bend Tel April 2024	\$ 161.66
03/28/24	BLUE MOUNTAIN NETWORKS	Blue Mountain Networks - April 2024	\$ 202.99
04/23/24	VZWRLLS*APOCC VISB	Verizon - cell phones Mar 2024	\$ 376.27
03/29/24	USABLUEBOOK	USA BLUE BOOK - TSS Fiber filter	\$ 248.03
04/11/24	AQUAFIX INC.	Aquafix - lab testing service	\$ 400.00
04/09/24	IN *RANCH COUNTRY PORTABL	Ranch - outhouse service	\$ 100.00
04/02/24	CENTRAL ELECTRIC COO INC	Central Electric March 2024	\$ 1,044.88
04/16/24	NOVA HEALTH	Best Med-CDL Physical	\$ 110.00
03/28/24	ERICKSONS THRIFTWAY	Ericksons-Coffee for office	\$ 15.38
04/11/24	AMZN MKTP US*D80QE75I3	Amazon-Coffee supplies	\$ 39.49
04/24/24	BI-MART 654	Ace-Surge protectorforSWWTP	\$ 26.96
04/15/24	ERICKSONS THRIFTWAY	Thriftway-coffee creamer for SWWTP	\$ 4.19
03/28/24	AMZN MKTP US*0B47181C3	Amazon- new work portfolio for Utilities Manager.	\$ 55.99
04/06/24	AMZN MKTP US*JP4KZ2VG3	Amazon- wax scents for office @ SWWTP.	\$ 24.95
04/18/24	DEQ YDO SERVICE FEE	DEQ - Convenience fee	\$ 31.88
04/18/24	DEQ YDO FEES	DEQ - NPDES 1200 C Permit	\$ 1,386.00
03/28/24	PHILS ACE HARDWARE - MADR	Ace-Chain for upper storage pond	\$ 6.98
03/28/24	PHILS ACE HARDWARE - MADR	Ace-Chain for upper storage pond	\$ 17.45
04/08/24	PHILS ACE HARDWARE - MADR	Ace-Nipple for piping repair @ NWWTP	\$ 4.68
04/12/24	USABLUEBOOK	USA Bluebook-Lithium battery for meter at NWWTP	\$ 169.06
04/15/24	THE HOME DEPOT #4032	Home Depot- 4x4 wooden posts to hang truck route signs at NWWT	\$ 54.32
04/17/24	PHILS ACE HARDWARE - MADR	Ace Hardware-Hose bib for SWWTP	\$ 16.99
04/08/24	PHILS ACE HARDWARE - MADR	Phils Ace Hardware tap and die set and nuts and bolts	\$ 57.27
04/15/24	PHILS ACE HARDWARE - MADR	Phils Ace Hardware ratchet straps and shop towels	\$ 96.95

US Bank Purchase Cards

April 2024

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
04/16/24	PHILS ACE HARDWARE - MADR	Phils Ace Hardware nuts and bolts pvc glue, cement and pvc pipe	\$ 25.17
04/19/24	SMITH AND LOVELESS INC	Smith & Loveless plate for pista grit	\$ 395.00
04/23/24	TRAFFIC SAFETY SUPPLY CO	Traffic safety supply fold up road signs	\$ 581.28
04/02/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5292	\$ 625.00
04/10/24	USABLUEBOOK	USA Bluebook #inv00255783	\$ 777.09
04/10/24	USABLUEBOOK	USA Bluebook #inv00243184	\$ 92.95
04/11/24	CONS SUPPLY BEND	Consolidated Supply #SO11826286.001	\$ 60.48
04/12/24	SQ *COVE ELECTRIC, INC.	Cove Electric #5312	\$ 125.00
04/12/24	FERRELL*GAS LP	Ferrellgas tank rental 3/2024-3/2025	\$ 12.00
04/12/24	NORCO INC	Norco Cylinder rent 3/1/2024-3/30/2024	\$ 51.77
03/25/24	PHILS ACE HARDWARE - MADR	ACE Hardware - nuts , bolts , washers , gloves batteries	\$ 74.98
03/27/24	USABLUEBOOK	USA BLUE BOOK - DO Probe cap replacement kit	\$ 736.11
04/19/24	NAPA AUTO 0023005	ACE Hardware - Bulbs for boat trailer tail lights	\$ 6.73
04/20/24	USABLUEBOOK	USA BLUE BOOK -white locate paint , 7.0 yellow buffer	\$ 87.20
04/22/24	PHILS ACE HARDWARE - MADR	ACE Hardware - Ratchet straps for pontoon boat	\$ 34.99
03/27/24	MESSICKS - ECOMMERCE	Messicks- Repair Parts for Bubbler System	\$ 56.92
03/29/24	AMZN MKTP US*RA3B94NO1	Amazon- Repair Parts for Bubbler System	\$ 31.82
04/03/24	TRAFFIC SAFETY SUPPLY CO	Traffic Safety Supply Co - Worker Ahead Signs	\$ 574.16
04/04/24	PHILS ACE HARDWARE - MADR	Phils Ace- Cleaning Supplies	\$ 24.30
04/17/24	PHILS ACE HARDWARE - MADR	Phils Ace- Batteries for Well 2 Pressure Chart	\$ 7.99
04/19/24	PHILS ACE HARDWARE - MADR	Phils Ace- Repair Parts for Royal Flush and NTP	\$ 39.97
04/08/24	AMZN MKTP US*VN98Q73Y3	Amazon- truck travel route signs for NWWTP.	\$ 103.96
04/09/24	PHILS ACE HARDWARE - MADR	Ace Hardware- caulking gun and caulk for repair to Krofta tank @ NWWTP.	\$ 24.98
04/16/24	AMAZON.COM*3061N4FD3	Amazon-storage container for locate paint in truck #86	\$ 28.93
03/31/24	AMZN MKTP US*SB3S25Y53	Amazon-Eye wash station for lower shop	\$ 40.99
04/01/24	AMZN MKTP US*RA3EV0BQ1	Amazon- Eyewash station treatment	\$ 50.90
04/12/24	IN *H.A. MCCOY ENGINEERIN	HA McCoy General Surveying	\$ 837.55
04/12/24	IN *H.A. MCCOY ENGINEERIN	HA McCoy- Sewer Extension- Fairgrounds to Hall Road	\$ 2,980.00
04/01/24	PADINGTONS PIZZA INC	Paddingtons Pizza- Dinners while at school	\$ 32.10
04/03/24	POPEYES 12713	PopeyesChicken-Lunch while at school	\$ 12.99
04/03/24	FSP*THE GRAND HOTEL SALEM	GrandHotel-Accomodations for school	\$ 494.52
04/11/24	PHILS ACE HARDWARE - MADR	Ace-Water repair at airport	\$ 51.96
		CITY TOTAL:	\$ 99,956.22

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION NO. 11-2024, A RESOLUTION AUTHORIZING THE CITY OF MADRAS TO APPLY FOR GRANT FUNDING FROM THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE “INDUSTRIAL SITE READINESS PLAN UPDATE PROJECT” IN THE AMOUNT OF \$60,000.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that City Council pass Resolution No. 11-2024 authorizing the submission of a Planning Grant to the Oregon Business Development Department in the amount of \$60,000 for the Industrial Site Readiness Plan Update.

OVERVIEW:

The Community Development Department has prepared a Oregon Business Development Department (Business Oregon) Planning Grant application requesting \$60,000 of grant funding from the Department. The requested \$60,000 will leverage \$20,000 from the City and \$20,000 from Jefferson County to fund an update to the City’s Industrial Site Readiness Plan. The program requires the City to authorize the submission of the application. For this reason, Resolution No. 11-2024 has been prepared for the Council to consider approving and thereby allowing the City to submit the application and request \$60,000 of grant funding from the Business Oregon.

STAFF ANALYSIS:

The city is growing and this project will help the city plan for the growth in the industrial area.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See attached Resolution No. 11-2024.

STRATEGIC GOAL:

N/A

RESOLUTION NO. 11-2024

A RESOLUTION AUTHORIZING THE CITY OF MADRAS TO APPLY FOR GRANT FUNDING FROM THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE “INDUSTRIAL SITE READINESS PLAN UPDATE PROJECT” IN THE AMOUNT OF \$60,000.00.

WHEREAS, the Oregon Business Development Department is accepting applications for applications for infrastructure planning projects; and

WHEREAS, the City of Madras desires to participate in this program to the greatest extent possible to update the 2018 City of Madras Industrial Site Readiness Plan; and

WHEREAS, the City of Madras established Industrial Site Readiness Plan in 2018 to develop a infrastructure plan for undeveloped land within the City Industrial, Large Lot Industrial, and Airport Development Zoning Districts for both public and franchise utilities; and

WHEREAS, the 2018 City of Madras Industrial Site Readiness Plan did not account for future land uses, including data centers and advanced manufacturing; and

WHEREAS, The City would like to update this Plan to account for future land uses and determine needed infrastructure improvements to accommodate desire development.; and

WHEREAS, the City would like to develop an infrastructure plan for data centers that would require high volumes of power and water; and

WHEREAS, the estimated total project cost is \$100,000 and a grant of \$60,000 is desired from the Oregon Business Development Department; and

WHEREAS, the City and Jefferson County have both authorized \$20,000 each to utilize a \$60,000 grant from the Oregon Business Development Department; and

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

SECTION 1: The City of Madras supports the proposed project and is hereby authorized to apply for infrastructure planning grant funding in the amount of \$60,000.00 to update the 2018 Industrial Site Readiness Plan to determine needed infrastructure improvements to accommodate desire for future land uses in the Industrial, Large Lot Industrial, and Airport Development Zoning Districts.

SECTION 2: The total project cost is estimated at \$100,000. The City of Madras is hereby authorized to commit the funds and resources necessary to deliver the proposed project.

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

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

ADOPTED by the Common Council of the City of Madras and signed by the Mayor this 25th day of June, 2024.

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

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **INFORMATION TECHNOLOGY MANAGEMENT AND SUPPORT SERVICES CONTRACT**
Radcomp Technologies, Inc.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Authorize the Mayor to sign a five-year agreement for IT services with Radcomp Technologies, Inc.

OVERVIEW:

City staff evaluated our IT services and felt it was necessary to release an RFP for services. As a result the city received 4 proposals. After reviewing the proposals, staff selected three firms to interview. An extensive interview panel made up of law enforcement, community development, public works and finance met with each firm. As a result Radcomp was selected as the preferred vendor. In reviewing their service offerings it became clear that the city could not afford their top tier service. The top tier would include all onsite visits. As a result, staff negotiated a lower rate that does not include all onsite visits. This option is more cost-effective for the city.

STAFF ANALYSIS:

Staff has shared with management that a different level of service is needed for our IT vendor. As a result, the city released an RFP. As a result, the new agreement is higher than the existing agreement. The reason the cost is higher is three-fold. First, is the cost of different licenses. Secondly, the old adidage, you get what you pay for. The staff need a different level of service than what we were receiving from our current vendor. This is especially true for the PD. Finally, the cost of services continue to go up. There maybe a point in time where the city hires its own IT employee, but that time is not now.

FISCAL INFORMATION:

The investment changes each year.
Year one \$17,461.33
Year two \$18,142.37
Year three \$18,857.46
Year four \$19,608.30
Year five \$20,396.69

SUPPORTING DOCUMENTATION:

1. Evaluation matrix
2. Radcomp pricing matrix
3. Professional services agreement

STRATEGIC GOAL:

N/A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated _____, 2024, but made effective for all purposes as of July 1, 2024 (the "Effective Date"), and is entered into between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Radcomp Computers, Inc. ("Consultant"), a Washington corporation, whose address is 1000 E Jewett Blvd, White Salmon, WA 98672.

RECITAL:

Consultant will perform the certain information technology services for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. Consultant Services.

1.1 Services; Coordination. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following information technology support services for and on behalf of City (collectively, the "Services"): (a) those services set forth in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services set forth in the attached Schedule 1.1; and (c) such other technology support services requested by City's administrator (or his or her designee) from time to time. Consultant will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the administrator (or his or her designee) and report directly to the administrator (or his or her designee), (y) devote such time and attention to the performance of the Services as City and Consultant deem necessary or appropriate, and (z) perform the Services to the best of Consultant's ability and in accordance with this Agreement, including, without limitation, the performance expectations described under Section 2 of Schedule 1.1. Consultant acknowledges and agrees that City may cause or direct other persons or consultants to provide services for and on behalf of City that are the same or similar to the Services provided by Consultant under this Agreement.

1.2 Schedule of Services; Conditions Precedent. The Services will be completed expeditiously and in a timely manner in accordance with this Agreement. Consultant acknowledges and agrees that City's selection of Consultant was based on the information and documentation provided or communicated by Consultant to City during the proposal and contract negotiation process, including, without limitation, Consultant's City of Madras Information Technology and Support Services Proposal dated on March 25, 2024 attached hereto as Exhibit A (the "Proposal"). Consultant represents and warrants that all information and documentation provided or communicated to City during the proposal and contract negotiation process is true and accurate in all respects, including, without limitation, the Proposal. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in

consideration of Consultant's timely performance of the Services in accordance with this Agreement, City will pay Consultant at the rates set forth in Schedule 2.1. Consultant will submit monthly invoices to City concerning the Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Consultant (and by whom) during the applicable billing period; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the then-applicable per user rate, the number of users during the applicable billing period, and hourly rate(s) (if applicable) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Consultant. Consultant will be responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Consultant for any expenses incurred by Consultant to perform the Services and/or in connection with this Agreement, including, without limitation, travel expenses, per diems, and/or technician certifications.

3. Relationship.

3.1 Independent Contractor; Taxes; Licenses. Consultant is an independent contractor of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City.

4. Representations; Warranties; Covenants.

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

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, or order to which Consultant is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. City has selected Consultant based on Consultant's reputation and specialized expertise. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a City business license. Consultant will perform the Services to the best of Consultant's ability, diligently, in good faith, in a professional manner, free from errors, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without

unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage; (d) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (e) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of City). These minimum insurance limits may be provided by use of an excess or umbrella policy. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s), and will contain a severability of interest clause. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Consultant immediately upon City's demand.

4.4 Compliance With Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, Americans with Disabilities Act ("ADA") of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will defend, indemnify, and hold City and each present and future City officer, employee, agent, volunteer, and representative (collectively, "City's Representatives") harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Consultant (and/or Consultant's directors, officers, shareholders, managers, members, partners, employees, agents, representatives, and/or contractors); (b) Consultant's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who

may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Consultant's records will be maintained in accordance with sound accounting practices. Consultant's records concerning the Services, including, without limitation, Consultant's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city administrator's prior written consent, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city administrator of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Consultant and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Consultant will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and/or litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter for a period of five (5) years, unless sooner terminated as provided in this Agreement. This Agreement may be extended for one additional term of two (2) years by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Consultant, and/or (b) by City for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Consultant.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services, including, without limitation, Consultant's failure to timely perform the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation

contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than ten (10) days after termination), Consultant will deliver to City all materials and documentation related to or concerning the Services. City will pay Consultant for that portion of the Services Consultant has performed and City has accepted prior to termination in accordance with this Agreement. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.

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

6. Miscellaneous.

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

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

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

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control; if a conflict should arise between the provisions of the Solicitation and Proposal occurs, the provisions of the Solicitation will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to

Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

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

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

6.7 Non-Discrimination. Consultant agrees that no person will, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Consultant. Consultant will 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. Consultant will comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

[end of agreement – signature page immediately follows]

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

CITY:
City of Madras,
an Oregon municipal corporation

CONSULTANT:
Radcomp Computers, Inc.,
an Washington corporation

By: _____, _____

By: _____, _____

Schedule 1.1
Description of Services

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

A. Services

1. Consultant will perform all services identified in the Proposal (collectively, the “Managed Services”), which Managed Services include, without limitation, those services identified in the Proposal and the services identified under Section A, 2 of this Schedule 1.1, below. The Managed Services do not include those services identified on Page 12 of the Proposal under the section heading “Services Offered Beyond Those Required by City of Madras” (collectively, the “Supplemental Services”). Consultant will provide City the Supplemental Services on an as needed, as requested basis at the project labor rate identified under Section 2.1 of this Agreement.

2. As part of the Managed Services, Consultant will provide all services identified in City’s Request for Proposals - Information Technology Support Services dated February 13, 2024 attached hereto as Exhibit B (the “Solicitation”), including, without limitation, those services identified under Section 3 of the Solicitation.

B. Standards and Expectations

In connection with Consultant’s performance of the Services, Consultant will:

1. Improve the service request ticket process. Take all reasonable steps and actions to prevent several days passing between ticket submission and when technicians contact City staff concerning the substance of the ticket.

2. Prevent “phone tag” between technicians and City staff.

3. Consultant will ensure that the City staff member is satisfied with the resolution. Consultant will determine if other users have the same or similar problem and implement resolution across all users.

4. Institute annual training on the use of the ticketing system/Help Desk. Ensure all City employees know how to request assistance via email, online system, and/or phone call.

5. Ensure computers are working for user(s) before and after an update occurs. Provide City staff advance notice when updates will occur, which notice will identify the type of update and who to contact if something is not working after the update. Consider batching updates (4 times per year) rather than small weekly updates to minimize user problems with updates.

6. Improve the ability to add and maintain software. Consultant will provide users the ability to add software.

7. Provide cost-effective hardware and software solutions. Determine if there are state programs that allow City to purchase hardware and software based on state procurements. Provide documentation that hardware and software acquisition are the lowest cost per specifications.

8. Take proactive measures to prevent software licenses from lapsing. Proactively monitor subscriptions and licenses and ensure timely renewals and payments are otherwise in place to prevent lapses and ensure that user functionality is maintained.

9. Institute regular computer diagnostic meetings with each user. City management and Consultant will determine an appropriate frequency of user meetings. Perform quarterly diagnostics with each user computer. The diagnostics must ensure that each computer is up to date with latest updates. Confirm that upcoming license renewals are setup for auto-renewal without disruption in service. Confirm back-up or synchronization of files is active between cloud/server and local workstation. Ask users if any usual computer functioning issues need to be addressed. Provide a timely, complete, and accurate report on the diagnostics for management to review.

Schedule 2.1
Schedule of Rates

Service Levels	StealthArmor Peak (No Onsite)
Endpoint Management	
Workstation Monitoring, Management, Automation and Patching ^A	X
Server Monitoring, Management Automation and Patching ^A	X
Network Infrastructure Monitoring	X
Network Infrastructure Configuration Backup ^B	X
Microsoft 365, Entra and Azure Management	
Microsoft 365 Management ^C	X
Entra AD User Management ^C	X
Policy Configuration and Enforcement ^C	X
Labor Included	
Unlimited Remote Support	X
Unlimited Remote and Onsite Support	<u>EXCLUDED</u>
Account Management/Review	
Monthly vCIO Meetings *TBD by client	X
Backup, Continuity, and Disaster Recovery	
Immutable 3-2-1 Encrypted Offsite Backups for Servers	X
Email, SharePoint, OneDrive, & Teams Backup (3rd party)	X
Automated Recovery Testing with Screenshot Verification for Servers	X
Cybersecurity Services	
Next-Generation Anti-Virus	X
Extended Defense & Response (EDR)	X
Enterprise Password Management	X
Vulnerability Management (Using State of Oregon Cyber Hygiene)	X
Security Operations Center (SOC) Services	X
Phishing Campaigns	X
Phishing Awareness Training	X
Total Monthly Cost for First Fiscal Year (55 Users @ \$247.65/User)	\$13,620.75
Current 3rd Party IT Costs^D	
Office 365 G5 GCC Cost @\$38.95/User (57 Users)	\$2,220.15
Microsoft Defender for Office365 Plan 2 GCC @\$5.95/User (2 Users)	\$11.90
Office 365 G1 GCC @\$10.95/User (3 Users)	\$32.85
Microsoft Teams Phone Standard for GCC @\$8.95/User (4 Users)	\$35.80
Microsoft Teams Domestic Calling Plan for GCC # \$12.00/User (2 Users)	\$24.00
Azure and AWS Hosting	\$1,515.88
Monthly Total IT Spend for 1st Fiscal Year at current Usage	\$17,461.33
<small>A - 3rd Party Patching based on Microsoft's package management repository availability B - Network Infrastructure Configuration Backup for compatible devices only C - Management of MSFT365/Entra/Azure only. Licenses for MSFT365, Microsoft Azure servers, Amazon AWS services, and Firewall and UTM Subscriptions will be purchased separately and will be added to monthly billing once onboarded. D - All 3rd party IT costs are based on anticipated usage for Microsoft and current Covenant invoicing. Actual charges will vary based on usage and consumption. User Count will be reviewed quarterly per the City to keep billing consistent</small>	

	<u>Microsoft 365 User Cleanup & Reduce 3rd-Party Licenses Anticipated Monthly IT Expenses</u>
Package / Line Items	<u>StealthArmor Peak (No Onsite)</u>
Radcomp StealthArmor Services @ 55 Users	\$13,620.75
Microsoft 365 Licensing	\$2,324.70
Azure Hosting	\$983.98
AWS Hosting	\$531.90
Expected Monthly IT Expense - Year 1	\$17,461.33
Expected Monthly IT Expense - Year 2	\$18,142.37
Expected Monthly IT Expense - Year 3	\$18,857.46
Expected Monthly IT Expense - Year 4	\$19,608.30
Expected Monthly IT Expense - Year 5	\$20,396.69

Transition Services: \$9,900.00
System Image Recovery Fees: \$500 per image/system restored
File level recovery fees: \$185/hour
On-site Visit fee: \$300 travel fee
On-site Support hourly rate: \$165/hour
Out of Scope hourly rate: \$185/hour
Out of Scope after hours hourly rate: \$370/hour
Out of Scope holiday hourly rate: \$495/hour

**Fees for the Services, as well as our labor rates, will automatically increase 5% annually. In addition to this automatic annual increase, we also reserve the right to increase the fees for the Services as needed; provided, however, we will not do so more than once per calendar year. If an annual aggregate increase in fees for the Services totals more than five percent (5%) of the aggregate fees charged to you for the same Services in the prior calendar year, then you will be provided with a thirty (30) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.

User List

1	Angela Elder	24	Karin Stauder	47	Shane Beamish
2	Angela Rhodes	25	Kate Knop	48	Steve Webb
3	Brian Gribble	26	Keli Pollock	49	Tanner Gilchrist
4	Chandra Potter	27	Kyle Whitaker	50	Tim Pierce
5	Chris Funk	28	Lamar Yoder	51	Timothy Plummer
6	Christopher Colton	29	Les Weidner	52	Trevorr Beaver
7	Connie Hemenway	30	Lorraine Martinelli	53	Will Ibershof
8	Daniel Hall	31	Marco Mack	54	Will O'Daniel
9	Deanna Schifferdecker	32	Maria Enriquez	55	Zachary Quinn
10	Dustin Benshoof	33	Matthew Edgmon		
11	Edgar Pineda	34	Michele Quinn		
12	Fatima Weir	35	Mike Lepin		
13	Gabriel Soliz	36	Mike Seibold		
14	Gary Walker	37	Mitchell Merritt		
15	Genaro Loredó	38	Nelly Barrera		
16	Isiah Duarte	39	Nick Snead		
17	Ivan Alonso-Varona	40	Patricia Spencer		
18	James Lange	41	Patrick Hanenkrat		
19	Jarrold Eurto	42	Randy Chambers		
20	Jeff Hurd	43	Rebecca Mock		
21	Jennifer Townsend	44	Rose Vanderschaegen		
22	Jessica Locke	45	Ryan Kathrein		
23	Karen Correa	46	Scott Ough		

Exhibit A
Proposal

[attached]

Exhibit B
Solicitation

[attached]

Billable Users	Discount Per User	IT Budget Threshold
55 \$	91.00 \$	15,000.00



Service Levels	StealthArmor Tree Line	StealthArmor Peak
Endpoint Management		
Workstation Monitoring, Management, Automation and Patching ^A	X	X
Server Monitoring, Management Automation and Patching ^A	X	X
Network Infrastructure Monitoring	X	X
Network Infrastructure Configuration Backup ^B	X	X
Microsoft 365, Entra and Azure Management		
Microsoft 365 Management ^C	X	X
Entra AD User Management ^C	X	X
Policy Configuration and Enforcement ^C	X	X
Labor Included		
No Support Included (Business Hours Labor Billed at \$165/hour)	N/A	N/A
Unlimited Remote Support	X	X
Unlimited Remote and Onsite Support		X
Account Management/Review		
Quarterly vCIO Meetings	X	X
Monthly vCIO Meetings	1-Year	X
Backup, Continuity, and Disaster Recovery		
Immutable 3-2-1 Encrypted Offsite Backups for Servers	X	X
Email, SharePoint, OneDrive, & Teams Backup (3rd party)	X	X
Automated Recovery Testing with Screenshot Verification for Servers	X	X
Appliance-Based BCDR with Virtualization Capability for Near Immediate Restores for Servers ^D		N/A
Cybersecurity Services		
Next-Generation Anti-Virus	X	X
Extended Defense & Response (EDR)	X	X
Enterprise Password Management	X	X
Vulnerability Management	N/A	N/A
Security Operations Center (SOC) Services		X
Phishing Campaigns		X
Phishing Awareness Training		X
Price Per User Per Month	\$209.84	\$339.50
Total Cost Per Month @ 55 Users	\$11,541.20	\$18,672.50
A - 3rd Party Patching based on Microsoft's package management repository availability B - Network Infrastructure Configuration Backup for compatible devices only C - Management of MSFT365/Entra/Azure only. Licenses to be purchased separately. D - Appliance-Based BCDR monthly price based on estimated 500 GB per server for 12TB appliance. Appliance sold separately. Actual price may vary based on capacity needs		



Package / Line Items	Current Monthly IT Expenses	No Changes to 3rd-Party Monthly IT Expenses		Microsoft 365 User Cleanup Anticipated Monthly IT Expenses		Reduce 3rd-Party Licenses & Cloud Hosting Monthly IT Expenses	
	Covenant	StealthArmor Tree Line	StealthArmor Peak	StealthArmor Tree Line	StealthArmor Peak	StealthArmor Tree Line	StealthArmor Peak
Radcomp StealthArmor Services @ 55 Users	N/A	\$11,541.20	\$18,672.50	\$11,541.20	\$18,672.50	\$11,541.20	\$18,672.50
Covenant Services (Detailed Below)	\$8,852.70	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 Licensing	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Azure Hosting	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
AWS Hosting	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Firewall as a Service	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Veeam	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Acronis Cloud Backup	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Monthly Discount for First Fiscal Year @ \$91 / User	N/A	\$0.00	#REF!	\$0.00	#REF!	\$0.00	#REF!
Expected Monthly IT Expense - Year 1	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Expected Monthly IT Expense - Year 2	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Expected Monthly IT Expense - Year 3	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Expected Monthly IT Expense - Year 4	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Expected Monthly IT Expense - Year 5	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
		This pricing reflects the current 3rd-party costs that are being passed through by Covenant that Radcomp will assume upon the commencement of the agreement. Please note that any \$0.00 figures are line items that are covered under the StealthArmor agreement.		This pricing features a reduction in Microsoft 365 licensing via an audit we performed with Nick on May 15th. The reduction in cost is found through removing licensed users that are no longer actively used by the City.		This pricing adjusts the Microsoft 365 licensing level for all users who are currently assigned a Microsoft 365 G5 GCC license. Those users would be issued an Office 365 G5 GCC license instead at a reduced cost. This license change does not impact the availability of applications that City staff use currently. This section also removes the cost for Azure and AWS hosting that could potentially be moved to resources on-premises at the City.	

Covenant Services Cost

Package / Line Items	Cost
UltimateIT Services	\$8,676.68
MDM	\$88.16
Compliance Manager+Security Score	\$2,205.00
Managed SOC/SIEM	\$1,400.00
Discount for Government	-\$3,517.14
Covenant Services Total	\$8,852.70

StealthArmor Tree Line vs. Peak Package Key Differences

- Peak includes all remote and on-site labor, Tree Line includes all remote labor, however on-site visits would be charged at \$300 per visit and a labor charge of \$165 per hour. These rates are subject to a 5% annual increase.
- Tree Line package includes monthly vCIO meetings with Radcomp for the first year only. Then they will move to quarterly.
- Tree Line package does not include SOC services for workstations and servers.
- Tree Line package does not include phishing attack simulations and security awareness training.

SOQ for City of Madras Information Technology Management Evaluation and Scoring Sheet

Scoring Criteria	Max. Points	Acorn Teach
A. Professional Qualifications of Proposer and Staff	10	8
B. Experience in Public Sector Support	10	7
C. Understanding of Requested Services	10	6
D. Approach to Services	10	5
E. Availability	10	7
F. Presentation of Proposal	10	0
G. Value to City	10	4
H. References	5	3
TOTAL SCORE		40

Scoring Criteria	Max. Points	Acorn Teach
A. Professional Qualifications of Proposer and Staff	10	9
B. Experience in Public Sector Support	10	5
C. Understanding of Requested Services	10	7
D. Approach to Services	10	6
E. Availability	10	4
F. Presentation of Proposal	10	0
G. Value to City	10	6
H. References	5	4
TOTAL SCORE		41

Scoring Criteria	Max. Points	Acorn Teach
A. Professional Qualifications of Proposer and Staff	10	9
B. Experience in Public Sector Support	10	5
C. Understanding of Requested Services	10	7
D. Approach to Services	10	6
E. Availability	10	4
F. Presentation of Proposal	10	0
G. Value to City	10	6

H. References	5	4
TOTAL SCORE		41

COMBINED SCORES	225	122
------------------------	------------	------------

gement and Support Services
et

EVALUATOR
Nicholas Snead

<u>Firms</u>		
Radcomp Tech	Covenant Tech	AccTech
7	8	8
6	7	7
8	6	6
9	6	7
7	5	5
8	5	1
5	8	9
5	3	4
55	48	47

EVALUATOR
Will Ibershof

<u>Firms</u>		
Radcomp Tech	Covenant Tech	AccTech
7	8	9
7	8	8
8	8	8
5	4	8
4	4	8
10	5	1
9	7	8
4	2	4
54	46	54

EVALUATOR
Tim Plummer

<u>Firms</u>		
Radcomp Tech	Covenant Tech	AccTech
7	8	9
7	8	8
8	8	9
5	4	8
4	4	8
8	6	2
6	6	8

5	5	5
50	49	57

159	143	158
------------	------------	------------

Firms

EVALUATOR	Max. Points	Radcomp Tech	Covenant Tech	AccTech
Nicholas Snead	50	30	27	24
Michele Quinn	50	40	39	38
Fatima Weir	50	41	39	26
Keli Pollock	50	40	29	26
Rebecca Mock	50	31	30	14
Will Ibershof	50	46	31	28
Tim Plummer	50	43	31	19
TOTAL SCORE	350	271	226	175

Criteria	Max. Points	Radcomp Tech	Covenant Tech	AccTech
COMBINED SCORES	225	159	143	158
	75	53	48	53

Interviews	Max. Points	Radcomp Tech	Covenant Tech	AccTech
COMBINED SCORES	350	271	226	175
	25	19	16	13

	Max. Points	Radcomp Tech	Covenant Tech	AccTech
FINAL COMBINED SCORES	100	72	64	65

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Lorraine Martinelli, Airport Manager

Through: Will Ibershof, City Administrator

Subject: **AVIATION FUEL SUPPLY AGREEMENT**
Aviation Fuel Supply Agreement with World Fuel

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the Fuel Supply Agreement, including the Branding Agreement, between the City of Madras and World Fuel to supply 100LL (Avgas) and Jet A for the Madras Municipal Airport,

OVERVIEW:

The attached Fuel Supply Agreement and Branding Agreement (Phillips 66 Brand) between World Fuel Services and the City of Madras, beginning July 1, 2024, will allow for uninterrupted provision of necessary aviation fuel (100LL Avgas and Jet A). World Fuel Services is our current provider.

This agreement will provide a three (3) year initial term, with an automatic renewal two (2) subsequent one (1) year periods.

Staff publicly advertised aviation fuel supply and received 3 bids:

- World Fuel
- AvFuel
- City Services Valcon

Staff convened a 3-person panel per the RFP to independently score each proposer and World Fuel was the selected supplier. World Fuel received the highest score and therefore the best choice for the City to provide aviation fuel supply.

STAFF ANALYSIS:

The primary basis for choosing World Fuel over the other two proposals was World Fuel is the current fuel provider for the City, World Fuel is giving the City the Isuzu AvGas refueler, is able to provide the City with a 5,000 gallon refueler, and is able to provide the technological point of sale services the City is looking for.

For all those reasons, the staff recommends continuing utilizing World Fuel as their source of aviation fuel.

FISCAL INFORMATION:

The price per gallon for products is established by World Fuel. A weekly report is furnished, providing the current rates. Aviation fuel pricing provided is comparable to other providers.

SUPPORTING DOCUMENTATION:

- Fuel Supply Agreement
- Branding Agreement
- Fuel RFP
- World Fuel Proposal
- AvFuel Proposal
- City Service Valcon Proposal
- Scoring Matrix

STRATEGIC GOAL:



FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of July, 2024 (the “Effective Date”) by and between **CITY OF MADRAS (“Customer”)**, an Oregon municipal corporation located at 125 SW “E” Street, Madras, OR 97741 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

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

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

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

1. **Scope.** During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Madras Municipal Airport (KS33) (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. World Fuel has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase Fuel from World Fuel (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, in the event Customer engages in contract fuel sales, Customer agrees to use Seller’s Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller’s Contract Fuel Program and that it will not use any other supplier’s contract fuel program. Customer agrees to exclusively sell to World Fuel, and World Fuel agrees to purchase from Customer, aviation fuel for delivery at the Airport by Customer to all World Fuel Customers that participate in the Contract Fuel Program. World Fuel issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase Fuel at FBOs (“Cards”). Customer agrees to: deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by World Fuel (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from World Fuel for all Customer Transactions.

2. **Duration and Renewal.** This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the “Initial Term”). This Agreement shall automatically renew for two (2) subsequent one (1) year periods (“Subsequent Terms”, and with the Initial Term, the “Term”) unless cancelled by either party providing written notice to the other party of its election to terminate at least thirty (30) days prior to the end of the Initial Term or the applicable Subsequent Term.

3. **Pricing.** Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller’s cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. **Product and Product Standard.** Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM’s D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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

6. Force Majeure.

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

(f) If due to a Force Majeure Event, deliveries will be delayed for a time period that would cause service interruptions at the FBO, Customer can elect to acquire Fuel from a third-party supplier. Customer will not be liable for any breach of this Agreement for purchasing Fuel from such third-party supplier pursuant to this Section 6(f).

7. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP



Designation: 200 Petroleum Tables. The term “gallon” shall mean a U.S. gallon of 231 cubic inches. The term “tank truck” shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

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

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

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

12. Insurance.

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

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days’ prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer’s insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.



(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

13. Indemnification; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(b) SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.

(c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO WORLD FUEL PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

15. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

16. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 16 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information. Seller acknowledges that Customer is subject to Oregon Public Records law and that Customer cannot guarantee that any records transmitted from Supplier to Customer will not be subject to public disclosure. Notwithstanding the foregoing, Customer will make reasonable efforts to maintain confidentiality as requested by Seller and provided Seller clearly indicates the specific records or sections thereof for which confidentiality is sought. Customer makes no guaranty that submitted information will not be disclosed if required by law or if doing so is in the best interests of the public or the Customer.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful,



fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 17(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

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

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

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

18. World Fuel Rewards. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

19. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 19(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either party; any merger, consolidation or acquisition of either party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give

Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Oregon without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Jefferson County, Oregon and waives any objections based on forum non conveniens with regard to any actions,



claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

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

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

WORLD FUEL SERVICES, INC.

CITY OF MADRAS

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title



BRANDING AGREEMENT
(PHILLIPS 66® BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of July, 2024, by and between CITY OF MADRAS, an Oregon municipal corporation ("Customer") located at 125 SW "E" Street, Madras, OR 97741 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, City of Madras ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated July 1, 2024 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Philips 66 Company may, as each deems appropriate, including through the use of third-party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). All transactions shall be processed: (a) on point-of-sale devices and web-enabled processing solutions or platforms, including, without limitation, Electronic Point of Sale ("EPOS") devices that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the “Excess Liability Program”). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer’s eligibility and enrollment in the Program shall be in the sole discretion of Company.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer’s real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company’s prior approval.
11. The term “**Company**” as used in this Branding Agreement refers to **Phillips 66 Company** as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term “**Seller**” as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as “Seller” under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

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

WORLD FUEL SERVICES, INC.

CITY OF MADRAS

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title



REQUEST FOR PROPOSALS

AVIATION FUEL SUPPLIER
MADRAS MUNICIPAL AIRPORT S33
MADRAS, OREGON

ISSUE DATE: March 27, 2024

PROPOSAL DEADLINE: 2:00 PM, Tuesday April 30, 2024

**CITY OF MADRAS
MADRAS MUNICIPAL AIRPORT
Request for Proposals
Aviation Fuel Supplier**

I. OBJECTIVE

The City of Madras, Oregon (“City”) owns and operates the Madras Municipal Airport (“S33” or the “Airport”), located in Madras, Oregon. The City invites proposals from qualified producers and suppliers of aviation fuels and lubricants (“Proposers”) to supply the Airport with aviation fuel and related goods and services as further described in this Request for Proposals (“RFP”). The City intends to enter into a multi-year agreement (“Fuel Supply Agreement”) with the successful proposer.

II. THE AIRPORT

S33 is an important regional general aviation Airport that serves Jefferson County, Oregon and surrounding communities. The Airport is home to New Moon Aviation, BC Air, Cat-Ag Aviation, Erickson Aero Air Tanker, and Tillamook Naval Air Museum. There are presently 76 aircraft permanently based at the Airport [fifty-seven (57) single-engine planes; ten (10) multi-engine planes; eight (8) jets; and one (1) helicopter]. The Airport has two runways, associated taxiways, runway safety areas and runway protection zones. Runway 16-34 is 5,091 feet long and 75 feet wide and runway 4-22 is 2,701 feet long and 50 feet wide.

The City intends to operate the Airport as a Proprietary Exclusive Fixed Base Operation (FBO) as defined by the FAA for fueling, hangaring, tie down, and parking.

The Airport has one (1) general aviation terminal/administrative building, used to provide terminal and flight line services to general aviation pilots, owners and passengers. It has one (1) separate corporate-style hangar buildings, two (2) WWII B-17 Bomber hangars, one (1) of which houses New Moon Aviation, the fixed wing firefighting hangar leased by Erickson Aero Tanker, Tillamook Naval Air Museum which is privately owned, and forty-eight (23) T-Hangars. The apron has twenty-four (24) tiedowns. There is a fuel tank farm with a capacity of 12,000 gallons of Jet A fuel; a Jet A refueler with a 2,150-gallon capacity; and a 12,000-gallon AvGas tank; a AvGas refueler with 1,500-gallon capacity. The tank farm includes a self-service M4000 QTPod card lock system, accessible to the public twenty-four (24) hours a day for Jet A and AvGas.

Table I provides historic fuel sales at the Airport.

III. FUEL SUPPLY AGREEMENT AND REFUELER LEASING/SERVICES

The City currently sells fuel under a 5-year contract with a fuel supplier that expires June 30, 2024. Through this RFP, City seeks to enter into a Fuel Supply Agreement with a supplier (“Fuel Supplier”) for a three-year initial term, with an option to renew the contract for up to two additional one-year terms at the City’s discretion.

Although City presently owns its refuelers, City may surplus or retire its refuelers. Accordingly, in addition to purchasing fuel and related goods, City is interested in opportunities to lease refuelers or otherwise receive refueler services from the successful Proposer.

IV. FUEL SPECIFICATIONS

The aviation fuel delivered pursuant to the Fuel Supply Agreement must meet or exceed the following minimum specifications:

- A. Jet Fuel: Jet A fuel shall conform to ASTM D-1655 specifications, latest revision. Jet fuel must be supplied without anti-icing additive.
- B. Aviation Gasoline (AVGAS): AVGAS fuel shall conform to ASTM D-910 specifications, latest revision, and shall be of the Aviation Gasoline type, AVGAS 100LL or future replacement.
- C. The selected Proposer will provide a certificate of analysis on all aviation fuel shipments and documentation to allow for traceability on all shipments back to the refinery.

V. PROPOSAL CONTENTS AND SUBMISSION REQUIREMENTS

Proposals in response to this RFP (“Proposals”) must be actually received by City no later than **2:00 PM, Tuesday April 30, 2024**. Late submissions will not be accepted and Proposers bear all risk of late or mis-delivery. Proposals must be hand delivered or mailed to:

**Jeff Hurd
Public Works Director
City of Madras
125 SW E Street
Madras, OR 97741**

Proposals sent by fax or email will not be accepted.

Each submitted Proposal must be in a sealed envelope, with the outside clearly labeled with the name of the Proposer and marked “PROPOSAL ENCLOSED: S33 FUEL SUPPLIER PROPOSAL.” The submitted Proposal must be no longer than 12 pages (8.5” x 11”), inclusive of the cover letter and mandatory form but exclusive of any sample contracts or leases, and include and/or address all of the following:

- A. A cover letter with basic information concerning the firm including, without limitation, the name of the firm, RFP contact person, email address, mailing address, telephone number, background of the firm, acknowledgement that Proposer has reviewed the RFP and all addenda (if any), and must be signed by the person authorized to bind the firm
- B. Description of products to be supplied, including available quantities and guarantees of quantity and quality.
- C. Quality control procedures,

- D. Delivery schedules based on normal (non-urgent) fuel order lead times.
- E. Emergency procedures, including back-up supplier if applicable.
- F. Ordering procedures, including order minimums, if any.
- G. Price information in substantially the form attached hereto as Exhibit A for *delivered* prices of both 100LL AvGas and Jet A, broken out separately and itemized to include freight, state and federal taxes and fees, and any other applicable costs and charges. Fuel pricing shall be based on the Portland Rack Price plus any differential (please specify). For illustrative/comparison purposes the price information must include certified fuel prices charged by the Proposer under the foregoing methodology for the week of April 15 to April 21, 2024 (averaged in the event of fluctuation during such week).
- H. Certification that payment terms will be net thirty (30) days.
- I. Methods of payments accepted, including fees or discounts for different forms of payment, if applicable.
- J. Description of point of sale credit card system and supplies. Must include a wireless, point-of-sale terminal for the refueler.
- K. Statement that the Proposer can provide a lease Jet A refueler with a minimum 5,000-gallon capacity and an AvGas refueler with a minimum 1,000-gallon capacity. Detail costs of maintenance programs required for the vehicle, both those provided by the Airport and those provided by the Proposer. Include specifications on truck make, model, year of manufacture, and photograph(s) of fueler expected to provide fuel to the City. Provide proposed lease terms and a sample lease.
- L. Describe promotional, advertising, uniform, and any/all co-op programs available that may benefit the City.
- M. Description of Line and Customer Service training programs, including training materials used, if any.
- N. Conversion/transition plan: provide a timetable for delivery of refuelers, signage, logos, uniform replacement, forms, software conversion, et cetera.
- O. Marketing support and incentive programs including available contract fuel program services and/or assistance. With each item identify any associated costs.
- P. At least three examples of fuel supply services similar to those sought by the City provided by the Proposer within the last five (5) years, including customer names and contact information. By supplying this information, the Proposer consents to have the City contact the named former customers to obtain reference information about the Proposer's performance.
- Q. Signed and completed copy of Oregon statutory certifications on the form attached hereto as Exhibit B.
- R. Acknowledgement of acceptance of terms in the sample contract attached as Exhibit C or list of requested changes. Proposers may respond this provision by including a redline of the sample contract without such pages applying to the page limit.

Costs for developing Proposals in response to this RFP are entirely the obligation of the Proposer and shall not be charged in any manner to the City. All Proposals and other information submitted pursuant to this RFP will become part of the public record and are subject to the public disclosure laws of State of Oregon. If the Proposer seeks to keep any part of its Proposal confidential, the Proposer shall clearly indicate in its Proposal the specific sections for which confidentiality is sought. The City will make reasonable efforts to maintain confidentiality as requested but

makes no guaranty that submitted information will not be disclosed if required by law or if doing so is in the best interests of the public or the City.

VI. EVALUATION OF PROPOSALS; FUEL SUPPLIER SELECTION CRITERIA

Proposals will be opened publicly immediately following the Proposal deadline. Proposals will be evaluated and scored based upon the information provided in the Proposal. The Fuel Supply Contract, if one is awarded, will be awarded to the Proposer that, in the City’s discretion, best meets the City’s needs considering the following criteria. Each criterion will be scored as follows:

<u>Criterion</u>	<u>Possible Points</u>
Qualifications	15 points
Experience	15 points
Reputation for reliable performance	10 points
Cost information	30 points
Available equipment and materials	20 points
Contract/lease terms	10 points
Interviews (if held)	25 points

City reserves the right to ask questions or request clarifying information on any submitted Proposals. City may use information gained for purposes of scoring and evaluation. City reserves the right to conduct interviews. If conducted, interviews will be evaluating using the same evaluation criteria applied to Proposals, but result in an aggregate interview score of 25 points.

Unless otherwise negotiated by the parties, the terms of the Proposal will be incorporated by reference into the Fuel Supply Agreement. If the City and the highest-ranked Proposer are unable to agree on contract terms, or if the selected Proposer fails to promptly execute the Fuel Supply Agreement, the City may upon written or electronic notice terminate discussions with the selected Proposer and begin negotiations with a lower-ranked Proposer.

The City shall not discriminate against any Proposer on the basis of race, color, national origin, ethnicity, age, disability, sex, pregnancy, religion, military or veteran status, sexual orientation, or gender identity or expression.

VII. PRE-PROPOSAL MEETING; QUESTIONS AND CLARIFICATION; ADDENDA

City will hold a non-mandatory pre-proposal meeting on April 12, 2024, at 2:00 PM at the Madras Municipal Airport 2028 NW Berg Drive, Madras, OR 97741. Proposers unable to attend in person may attend remotely by Microsoft Teams:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1>.

Meeting ID = 289 713 725 224

Passcode = jKRYNW

Or call in (audio only)

+1 971-203-2980,,632026204# United States, Portland

Phone Conference ID: 632 026 204#

The purpose of the pre-proposal meeting is to provide a forum for prospective Proposers to ask questions about this RFP.

Questions and requests for clarification about this RFP may otherwise be submitted by email to Jeff Hurd Public Works Director, at: jhurd@ci.madras.or.us, no later than 5 p.m. on Monday April 20, 2024. Emails should include the subject line, "Aviation Fuel Supplier RFP Question." The question must be specific and must cite the specific part of the RFP being inquired about.

Required responses will be in writing and made part of this RFP as an addendum. No information, instruction, or advice provided orally or informally by any City personnel, whether at a meeting or made in response to question or otherwise concerning this RFP, shall be considered authoritative or binding. Proposers shall rely only on written material contained in an Addendum to this RFP.

All materials concerning this RFP, including all addenda to this RFP, will be posted to City's website at <https://www.ci.madras.or.us/rfps>. City will not mail notice of the issuance of any addenda but will publish notice of any addenda issued on its website. It is the obligation of each Proposer to regularly review City's website for issuance of any addenda.

VIII. RFP PROPOSED TIMELINE

City reserves the right to make adjustments but proposes to process this RFP pursuant to the schedule set forth below. Any adjustments to firm dates will be made by written addenda.

<u>Event</u>	<u>Date</u>
RFP Issued	March 26, 2024
Pre-Proposal Meeting	April 12, 2024
Requests for Clarification/RFP Protest Deadline	April 20, 2024
Deadline for RFP Submission	April 29, 2024
Evaluation of Proposals (apprx.)	May 6, 2024
Proposer Interviews (if held)	May 15, 2024
Selection Notice (apprx.)	May 20, 2024
Selection Protest Deadline (apprx.)	May 27, 2024
Execution of Contract (apprx.) and Service Begins	July 1, 2024

IX. PROTEST PROCEDURES

Proposers may submit to the issuing officer a written protest of the RFP, contractual terms or specifications, or notice of intent to award. To be considered, a protest must (a) identify the Proposer's name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the Proposers believes will remedy the conditions upon which the protest is based, (c) be signed by the Proposer's authorized representative, (d) be received by City on or before the applicable deadline, and (e) otherwise comply with OAR 137-047-0730 or OAR 137-047-0740 as applicable. A timely submitted protest will be resolved within a

reasonable time following City's receipt of the protest.

X. CITY'S RESERVATION OF RIGHTS

Notwithstanding anything contained in this RFP to the contrary, and in addition to any other rights reserved by City in this RFP, if in City's best interest, City reserves the right to (a) amend and/or revise this RFP in whole or in part, (b) cancel this RFP, (c) extend the submittal deadline for responses to this RFP, (d) waive minor informalities and errors in such Proposals, and/or (e) reject any or all Proposals for any reason and/or without indicating reasons for rejection. City reserves the right to hold the Proposals for sixty (60) days before rendering a decision. This RFP does not obligate City to award a contract and/or to procure the Services (or any portion thereof). City reserves the right to enter into one or more contracts concerning the Services.

XI. MISCELLANEOUS

The City reserves the right to make such investigations as it deems necessary or appropriate to determine the ability of a Proposer to furnish the required goods and services, and each Proposer will furnish all such information for this purpose as the City may reasonably request.

Any Proposal may be modified or withdrawn at any time prior to the proposal submittal deadline, provided that a written request is actually received by City prior to such deadline. The withdrawal of a proposal will not prejudice the right of a Proposer to submit a new proposal.

The Proposer awarded the contract will be required to obtain a City business license.

Information contained in this RFP (e.g. airport data, historic fuel sales, etc.) is provided as a courtesy and does not constitute a representation or warranty on behalf of City and does not excuse a Proposer from conducting its own due diligence.

- a) "The City promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status."
- b) Encouragement of minority and woman-owned businesses to apply just like I did for the advertisement notice.
- c) "If any Proposers requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact City at least two (2) business days prior to the required assistance."

TABLE I: Historic Fuel Sales

Total Gallons sold by Year				
	FY	100 LL Gal.	Jet A Gal.	
	2018-2019	37,336.07	38,444.72	
	2019-2020	44,011.18	64,822.14	
	2020-2021	31,879.54	112,072.23	
	2021-2022	39,165.33	116,816.57	
	2022-2023	32,994.63	94,297.28	
Jet A				
	Retail General Aviation	Private Contracts	Government Contracts	Flowage Only
FY				
2018-2019	26,438.92	11,930.80	75.00	166,573.10
2019-2020	23,007.23	41,716.91	98.00	50.00
2020-2021	64,073.80	35,504.00	12,497.43	29,899.83
2021-2022	43,593.89	71,423.23	1,799.45	124.00
2022-2023	21,394.97	68,382.31	4,520.00	201.70
AVGas				
	Retail General Aviation	Private Contracts	Government Contracts	Flowage only
FY			-	
2018-2019	23,853.81	13,482.26	-	N/A
2019-2020	30,247.60	13,763.58	-	N/A
2020-2021	26,120.31	5,759.23	-	N/A
2021-2022	30,122.62	9,042.71	-	N/A
2022-2023	21,532.76	11,461.87	-	N/A

**EXHIBIT A
Fuel Pricing Methodology**

Primary Terminal	Product	Price Basis
	Jet-A	Portland Rack Price
	Avgas 100LL	Portland Rack Price

The following shall be applied to the base price (Portland Rack Price) using the dates April 15 through April 21, 2024.

Avgas	
Weekly Market Rack Price for Portland, OR	
Mark Up (fixed) per Gallon (in cents)	
Oregon Load Fee	
Oregon Avgas Tax	
Federal Oil Spill Liability	
Federal Excise Tax	
Other Taxes or Fees	
Fixed Freight Cost per Gallon	
Total Cost Per Gallon	
Detention Fee (per hour)	\$

Jet-A	
Weekly Market Rack Price for Portland, OR	
Mark Up (fixed) per Gallon (in cents)	
Oregon Jet Tax	
Federal Oil Spill Liability	
Federal Excise Tax	
Federal LUST Tax	
Other Taxes or Fees	
Fixed Freight Cost per Gallon	
Total Cost Per Gallon	
Detention Fee (per hour)	

Percent Discount for early invoice payment: _____

Any Additional Costs (if applicable): _____

We hereby certify that the foregoing price information is true and accurate:

Proposer _____ Date _____

(Authorized Official)

EXHIBIT B

Oregon Statutory (ORS) Certifications

We Hereby Certify 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 statues, rules and regulations. We Certify also that we shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. We Certify, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to City of Madras’ policy of non-discrimination.

We Certify that we have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

We Certify that we, and our subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide Workers’ Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

We Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) working days before the proposal deadline.

We Certify that we _____ARE _____ARE NOT (mark one) a “Resident Bidder” as defined by ORS 279A.120. As defined in ORS 279A.120, “Resident Bidder” means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a “Resident Bidder”.

If not a Resident Bidder as defined in ORS 279A.120, please indicate state of residence:

Proposer _____ Date _____
(Authorized Official)

Exceptions to the above Certifications. Proposer will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary):

EXHIBIT C
Key Contract Term

- A. The Agreement is made under and shall be governed and construed in accordance with the laws of the State of Oregon. The place of the Agreement or purchase order, its situs and forum, shall be Madras, Oregon, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of Oregon and stipulates that Jefferson County shall be the proper venue for all matters.

- B. Except to the extent the provisions of this Agreement are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in Madras, Oregon shall govern the Agreement. To the extent the Agreement entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

- C. Vendor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to rules and regulations of the City of Madras, and the Oregon Public Contracting Code, ORS chapters 279A and 279B.

- D. Vendor is responsible for obtaining and maintaining all required licenses and permits necessary to perform work under this Agreement.

- E. Vendor releases and will defend, indemnify, and hold City and City's present and future elected officials, officers, employees, contractors (other than Vendor), tenants, members, volunteers, representatives, and agents (collectively, "City's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) Vendor's and/or Vendor's directors, officers, employees, agents, representatives, invitees, volunteers, and/or contractors (collectively, "Vendor's Agents") acts and/or omissions, including, without limitation, Vendor's and/or Vendor's Agents operations at the Property; (b) Vendor's use of the Property and/or Equipment; (c) Vendor's maintenance, repair, use, and/or operation of the Shelter Services Center and/or Program; (d) Vendor's and/or Vendor's Agents use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property; and/or (e) Vendor's breach and/or failure to perform any Vendor representation, warranty, covenant, and/or obligation under this Lease. Vendor's indemnification obligations under this Section _____ will survive the expiration or earlier termination of this Lease. Any indemnification obligation on the part of the City to Vendor and to third parties shall be subject to the protections and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- F. During the term of this Agreement, Vendor (and Vendor's carrier(s)) will obtain and

maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Vendor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (b) pollution liability insurance with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (c) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Vendor in connection with Vendor's performance of its obligations under this Agreement with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will contain a severability of interest clause, and will contain a provision that the insurance policy may not be cancelled without thirty (30) days' prior written notice to City. Vendor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Vendor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Vendor is required to obtain under this Agreement upon Vendor's execution of this Agreement and at any other time requested by City. If Vendor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Vendor upon City's demand or, at City's election, deducted from amounts owed to Vendor. During the term of this Agreement, Vendor will require each carrier utilized by Vendor to deliver the fuel to City to obtain and maintain such levels of insurance as required under this Section _____, and such insurance will insure against all claims arising out of any environmental contamination caused by Vendor and/or such carrier at City's place of business caused by spills that occur during the delivery of fuel.

G. City does not discriminate in the administration of any of its programs or activities. Vendor will be required to ensure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the grounds of or because of the basis of race, sex, religion, age, national origin, or disability. Vendor, for itself, its personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree:

- that no person on the grounds of race, color, creed, sex, age or national origin or handicap shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of its facilities.
- that, in the construction of any improvements on behalf of Fuel Supplier and the furnishing of services, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin or handicap; and
- that Vendor shall use the Airport facilities in compliance with all other

requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination- Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these on discrimination covenants, the Municipality shall have the right to terminate this Agreement.



April 24, 2024

Mr. Jeff Hurd
Public Works Director
City of Madras
125 SW E Street
Madras, OR 97741

RE: RFP for S33 Aviation Fuel Supplier
Opening Date and Time: April 30, 2024 –2:00 PM PST

Dear Mr. Hurd:

World Fuel Services, Inc. is pleased to submit a sealed competitive proposal to become the aviation fuel supplier for Madras Municipal Airport. Review of the contract terms included with this proposal

Ascent Aviation Group, Inc., the legal entity submitting this bid, is located at One Mill Street, Parish, NY and was incorporated in the state of New York in 1989 and became part of World Fuel in 2011 as the premier bulk distributor of branded and unbranded aviation fuel for US domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBOs in our network.

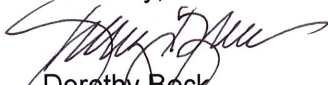
Over the past thirteen years, World Fuel has grown into the largest single network of FBOs in the United States and around the globe. World Fuel currently supplies nearly 2,000 FBO locations with 587 locations branded with the World Fuel Services network which encompasses our World Fuel Services and Phillips 66 branded FBOs.

Our unique strengths give you **the competitive edge to drive your business**. You can harness our aviation expertise and reliable fuel supply to enhance your core operations. Our ongoing investments in technology, payment processing solutions, and loyalty programs not only provide operational efficiency, but when combined with World Fuel's network strength, you become pilot preferred.

Headquartered in Miami, Florida, World Kinect Corporation is a publicly traded corporation (NYSE: WKC) and a global leader in fuel logistics, specializing in the marketing, sale, and distribution of aviation, marine, and land fuel products and related services. Our aviation division offers airports, fixed base operators ("FBOs"), commercial airlines, flight departments, and aircraft operators a single-supplier convenience: competitive pricing, trade credit availability, state-of-the-art equipment, logistical support, fuel quality control, fuel procurement outsourcing, and business development opportunities.

Mark Myers will be the account representative dedicated to your account and can be reached at (614) 205-6590 or by email at mmyers@wfscorp.com. Mark is conveniently located in Bellingham, WA. On behalf of World Fuel and the entire business aviation team, I would like to thank you for the opportunity to submit this proposal to become the fuel supplier for Madras Municipal Airport.

Sincerely,



Dorothy Beck
Vice President, Customer Experience

**EXHIBIT A
Fuel Pricing Methodology**

Primary Terminal	Product	Price Basis
Portland, OR	Jet-A	Portland Rack Price
Portland, OR	Avgas 100LL	Portland Rack Price

The following shall be applied to the base price (Portland Rack Price) using the dates April 15 through April 21, 2024.

Avgas	
Weekly Market Rack Price for Portland, OR	4.61060
Mark Up (fixed) per Gallon (in cents)	0.15000
Oregon Load Fee	0.00111 (\$10.00 per load)
Oregon Avgas Tax	0.11000
Federal Oil Spill Liability	0.00214
Federal Excise Tax	0.19400
Other Taxes or Fees	0.00405 Superfund
Fixed Freight Cost per Gallon	0.190113
Total Cost Per Gallon	
Detention Fee (per hour)	\$5.262014

Jet-A	
Weekly Market Rack Price for Portland, OR	2.75514
Mark Up (fixed) per Gallon (in cents)	0.02000
Oregon Jet Tax	0.03000
Federal Oil Spill Liability	0.00214
Federal Excise Tax	0.24300
Federal LUST Tax	0.00100
Other Taxes or Fees	0.00405 Superfund
Fixed Freight Cost per Gallon	0.146258
Total Cost Per Gallon	\$3.201588
Detention Fee (per hour)	

*Prices are based on full 9000 gallon loads

Percent Discount for early invoice payment: 0%

Any Additional Costs (if applicable): N/A

We hereby certify that the foregoing price information is true and accurate:

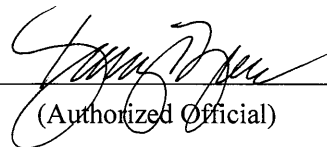
Proposer  Date 4.24.2024
(Authorized Official)

EXHIBIT B
Oregon Statutory (ORS) Certifications

We Hereby Certify 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. We Certify also that we shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. We Certify, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to City of Madras' policy of non-discrimination.


We Certify that we have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

We Certify that we, and our subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

We Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) working days before the proposal deadline.

We Certify that we _____ ARE _____ ARE NOT (mark one) a "Resident Bidder" as defined by ORS 279A.120. As defined in ORS 279A.120, "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident Bidder".

If not a Resident Bidder as defined in ORS 279A.120, please indicate state of residence:
New York _____

Proposer _____  _____ Date 4/24/24
(Authorized Official)

Exceptions to the above Certifications. Proposer will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary):

RELIABLE FUEL SUPPLY



COMBINED
STRENGTH



We are pleased to offer the Phillips 66® Brand.

Phillips 66 remains an industry leader, providing forward-thinking programs and quality fuel for both the flying community and their vast network of high-quality FBOs.

Our affiliation with Phillips 66 further insures supply reliability. As the largest refiner/producer of avgas in North America, Phillips 66 and World Fuel have access to more supply points than our competitors who are nearly completely reliant on third party independent refiners for their avgas supply.

World Fuel is a proud distributor of Phillips 66 and is the largest marketer of the Phillips 66 brand.

Specifications

Jet A meets ASTM D-1655 latest edition

Jet A pre-blended with anti-icing additives conforms to MIL-DTL-85408

Avgas, 100LL, meets ASTM D-910 latest edition

Dedicated Equipment

We subcontract with transport carriers who use aviation dedicated tankers for deliveries.

Traceability

World Fuel Services (WFS) obtains aviation fuels (e.g. Jet A and Avgas 100LL) from manufacturers and then transports the aviation fuel through common carrier pipelines, ships/barges to pre-airfield distribution terminals and then by road transport or pipelines to airports in the USA/Canada and Europe. WFS assesses the handling of aviation fuels through a series of assessment and onsite inspection processes and contract requirements so clean and dry on specification aviation fuels are delivered to our customers. The pre-airfield storage terminals immediately up stream of the airport are monitored by routine inspections to EI-1595 performed by the Shared Inspection Group, which WFS is a member of. Road transports are required contractually to be grade dedicated or steam cleaned prior to loading aviation fuels for WFS. There is also a training program for all drivers to perform which is given to each road transport contractor which describes industry practices in the routine inspection of road transport both before and after loading of aviation fuel.

Delivery Checklist

A delivery checklist is provided to our common carrier delivery drivers. This checklist is provided to remind and ensure that proper quality control procedures are followed with each delivery. After the delivery is made, these checklists are faxed to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy.

Fuel Supply

World Fuel is able to supply the quantities of jet and avgas referenced in this RFP.

QUALITY CONTROL & FUEL DELIVERIES

Quality Control

The Best of Both Worlds –

World Fuel Services' Quality Assurance (QA) Expertise and the Phillips 66 technical offering.

We supply our branded FBOs with a range of resources so each and every employee can access the latest information regarding line safety, fuel quality and regulatory compliance. We understand that handling aviation fuel can be complex, and we want to make the process of delivering top-quality fuel and service to your customers as simple and safe as possible.

As a Phillips 66 branded dealer, City of Madras will be inspected virtually on a bi-annual basis, which includes fixed and mobile equipment inspections of fuel testing procedures, proper use of fuel testing equipment, fuel farm operation, maintenance and record keeping.

World Fuel Services product integrity personnel are available 24/7 to assist via phone for any quality control issues or questions.

Fuel Supply Terminals

Jet – Primary Supply - Portland, OR -- Secondary Supply – Tacoma, WA
Avgas – Primary Supply - Portland, OR -- Secondary Supply – Tacoma, WA

Emergency Procedures

- All Phillips 66® emergency protocol material including forms, posters and reporting process will be provided to FBO.
- All reported incidents will be coordinated by Phillips and a report of findings will be provided using the Phillips 66 ® inspection process.
- Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage.
- In those cases, a call to our office starts a process where product is tested at a certified lab.
- If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to insure all equipment is suitable for product storage and can be safely returned to service. In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66® and/or World Fuel.

Dispatch and Customer Service

Fuel deliveries will be handled by our Parish, NY office and can be ordered by telephone at 800-272-3681 or by email at BGA-Parish-Dispatch@wfscorp.com. Back up will be from our Tampa, FL, office.

24/7 dispatch and customer support network with Coast-to-Coast coverage allows us to respond to any emergency delivery that may be required. All fuel deliveries will be carefully scheduled and tracked by our logistics team.

Transport carriers who use aviation dedicated tankers for deliveries are contracted

FUEL PRICING AND CREDIT CARD PROCESSING

Fuel Pricing Methodology

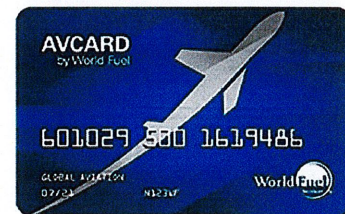
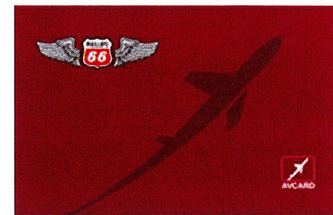
Pricing for jet fuel will follow the Platts West Coast LA Jet Mid and Avgas will follow the Platts West Coast LA Premium Unleaded. World Fuel, a publicly traded company, provides a transparency pledge to our customers. World Fuel works with numerous governmental and municipality agencies to ensure compliance is met for the auditing purposes for our customer.

Prices change on Tuesday of each week and price notifications are sent each Monday by email.

Payment terms are approved at Net 30 Days.

Credit Card Processing

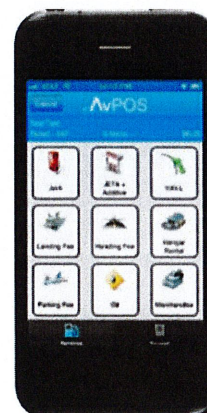
Payment Type	Processing Rates
Phillips 66 Proprietary Consumer Card	0%
Phillips 66 Wings AVCARD (Red Card)	0%
World Fuel Contract Fuel	0%
AVCARD® by World Fuel (Blue Card)	1.95%
VISA / Mastercard (Qualified)	2.35%
VISA / MasterCard (Non-Qualified)*	3.35%
American Express	3.45%
Discover	3.50%
MultiService	3.50%
AIR Card (Non-Contract)	4.00%



- A comprehensive program designed to provide FBOs with tailored payment solutions & new business opportunities
- A truly global contract fuel program connecting your FBO to a network of over 4,200 locations
- Training and technical support will be provided at no charge with a simple phone call - Customer Service 24/7 – 800-272-3681
- System provides daily settlement and receipts with detailed reporting
- Payment Processed Within 72 Hours – EFT if preferred

Point of Sale Software:

avPOS to be provided at no charge to City of Madras. avPOS is the next generation of FBO Point of Sale payment processing offering a web-based desktop POS and available mobile payment solutions. An iPad will be provided at no charge.



avPOS

REFUELER LEASING

World Fuel brings **expertise** and **industry best practices** to provide technical solutions tailored to your operation's specific needs. From the provision of vehicles and equipment to access to industry-standard training and quality assurance support, we leverage the knowledge and resources of our global team to help your operation run safely and efficiently.

World Fuel Services would like propose that City of Madras obtain title of the existing 1,500 gallon Avgas refueler free of charge, asset number 44136, and offer a 2010 or newer 5,000 gallon Jet A refueler with a reduced lease rate lease rate in exchange for a new 5yr Fuel Supply Agreement.



Year	Product & Size	Basic Specs	Lease Rate
2012	5,000 gal Jet A Refueler	International Chassis, 6 Cylinder Diesel, Automatic Transmission, Aluminum Tank, 300 GPM, 3 Hose Reels	\$1,250/mo.
2000	1,500 gal Avgas Refueler	Existing refueler based at Madras Municipal Airport	Turn over title to Madras Municipal Airport in exchange for five-year FSA

Jet Refueler listed above show sample specs, refuelers are based on availability at time of start date.

Equipment department available at 800-272-3681 for **technical support** and parts and filter orders. This team is conveniently located at our Parish, NY office.

Sample lease agreement is included.

COOPERATIVE ADVERTISING PROGRAM

- This program is optional.
- Co-op funds are accumulated at an agreed upon rate for all retail and business aviation contract fuel gallons on an annual basis.
- Accrual based on the previous year's volumes. World Fuel would offer to advance Madras Municipal Airport's first year of co-op.
- Claims are processed upon receipt and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing and printed materials.

Items that Qualify for Co-Op Marketing with approved logos
Advertising development, design and execution with World Fuel or other related logos
Credit Card Processing Equipment and Software
NATA Safety 1 st Training Expenses
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions
Printed Materials
Trade Shows & Industry Exhibition (plus travel)
Uniforms
Website
Personnel Training Conference (plus travel) to improve service delivery
Aviation Related Website/Software Fees
Promotional Mailings, Communications Tools and Up-selling Programs
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
World Fuel Rewards Purchases
Flight Tracking Subscriptions
FBO Facility Improvements

LINE SERVICE AND CUSTOMER SERVICE TRAINING

Trusted Fuel.com

An online toolkit **exclusively for Phillips 66 branded dealers**. This proprietary website was built by Phillips 66 Aviation fuel quality professionals. TrustedFuel.com is a free resource that gives the airport staff instant access to a world of information on fuel-related subjects, including the latest Aviation Fuel Handling Guides & Manuals, Health, Safety & Environmental information, technical data and specifications, training tools, and links to additional industry free publications and regulations.

NATA Professional Line Service Online Training

In support of our Phillips 66 branded FBOs, we are pleased to provide access to the NATA (National Air Transportation Association) Safety 1st Professional Line Service Training (PLST Online) program. This program will be available through proprietary NATA PLST websites.

This industry recognized training program consists of comprehensive line service curriculum including fuel quality assurance testing, refueler operations, fueling operation details, mis-fueling prevention, fuel farm management and customer service training. The course also includes PLST Online fire safety training and certification meeting 14 CFR Part 139 Section 321 fire training requirements. Your employees will also learn in-depth best practices for safety on the ramp and detailed towing practices and security procedures. Upon successful completion of the PLST program, students receive a Safety 1st Certificate and uniform patch.

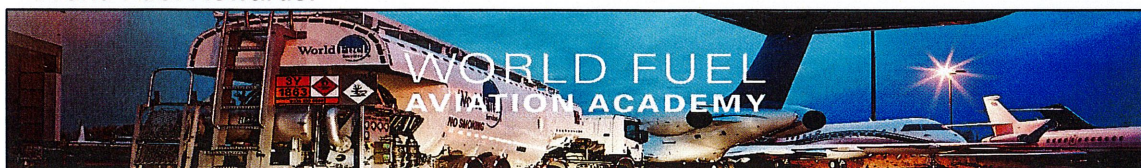
Regional Product Integrity and Fuel Handling Workshops

In addition to the NATA online training above, World Fuel Services periodically hosts regional Product Integrity workshops with a live trainer in a classroom environment to discuss topics related to aviation fuel handling, quality control and product integrity. The cost of the workshop is free to Phillips 66 branded FBO's as part of the World Fuel Services Network.

World Fuel Aviation Academy

The eLearning tool is a unique, online training program which was established for World Fuel Services Network Members in order to strengthen the knowledge base of their FBO personnel. This tool is now available to Madras staff at absolutely **no charge**. The program includes the following training modules:

- Aviation 101 - A training module for a new employee to introduce them to the Aviation industry which covers terminology and basic FBO information.
- Customer Service Standards - A training module detailing the customer service standards that every FBO should have in place at their operation and specifics on communication and protocol in all FBOs.
- Content Library - A resource library for your easy access and retrieval of forms, guidelines and communications when you need them.
- Around the World with AVCARD - A training module that provides suggestions on how best to ask for your preferred credit card & promote the advantages to pilots and flight crews with our World Fuel Rewards.



CONVERSION PLAN

Our new customers tell us that what differentiates World Fuel from the previous supplier is that we follow through on executing the programs that we offer. We schedule meetings with your team and coach / work with your team to use the tools we provide to help you grow your business, more profitably and more safely.

Set Up: Pre-Supply Agreement and First 30 Days

Signage requirements and plan for installation plan.

Leased refueler delivery and certification and training.

Supply & Processing Setup

Back Office & Accounting Review

System & IT Review

Branded Program Toolkit Review and Activation

Training Plan – Enrollment & Credentials

Develop Marketing Plan: 30-60 + Days

Establish Events on World Fuel Promotions Calendar – Trade shows, regional events and FBO specific events

Complete Online Training Modules on World Fuel Aviation Academy

Develop World Fuel Rewards Promotions – Loyalty Program

Review Opportunities to leverage the World Fuel Services Marketing team

Quarterly Progress Reviews – Evaluate Plan & Modify

Execution of Business Development Plan: 30-60 + Days

FASST Evaluation and Strategy Discussion

World Fuel Contract Implementation – Enlist Flight Department Sales Teams

Develop Payment Method Plan for Contract & AVCARD Migration for Processing Cost Reduction

Develop Marketing Plan & Schedule Campaigns

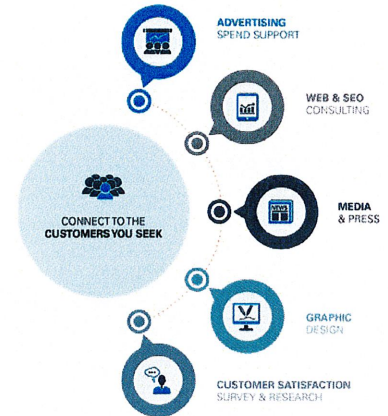
Customer Targeting – On Airport/Nearby Airports

Evaluate Business Development Plan & Modify

MARKETING, CONTRACT FUEL & REWARDS PROGRAMS

Our **Marketing as a Service** program is designed to support your marketing growth and achieve business objectives.

- Support your marketing goals through the discovery and execution of graphics, advertising, web analysis, metrics, and access to the customers you seek
- Gain access to platforms and data, events, tradeshow, and professional representation of your FBO in the aviation industry
- Marketing efforts are focused on growing your brand
- Industry event presence with a focus on your business
- World Fuel Rewards promotions designed and emailed to strategic customer contacts



World Fuel has the largest contract fuel program in the world

As a global company and fuel supplier, World Fuel Services serves 94% of all business aviation aircraft operating in the global market today. This includes supply agreements with both international and domestic aircraft customers, Part 121 commercial airlines, Part 91, Part 135, and fractional operators. World Fuel Contract Fuel Program meets their needs with trade credit terms, credit risk, pricing, and supply requirements, more than 4,200 locations accept World Fuel Contract Fuel.

Highlights of the Contract Fuel Program include:

- Seamless processing with preferred software.
- Only fuel supplier with Digital Card Program providing Contract Fuel & Retail Aviation Cards accessible for cardholders through Apple iOS and Android.
- Process any aviation fuel product through the program with a 0% processing fee.
- Set your own into-plane fees and volume tiers to meet sales and profitability objectives.
- Electronic payment deposits via EFT in 72 business hours, same as credit cards are.
- World Fuel awards customers with World Fuel Rewards on every World Fuel Contract gallon purchased at your FBO.

World Fuel & Phillips 66 Loyalty Programs

World Fuel Services Rewards Loyalty Program is accepted worldwide.

Bank of Points - World Fuel

- 1 point per 5 USG Contract Fuel sold
- 1 point per \$50 USD AVCARD® transactions
- 1 point per 100 USG Bulk fuel purchased

Your FBO awards points directly to your customers

Minimum purchase 5,000 points (\$100) to unlock the complimentary bank of points

Points expire at the end of each calendar year

Eligibility (U.S. Only):

- Pilots Flight Crew Members
- Schedulers & Dispatchers Flight Departments

Phillips 66 Aviation Loyalty Program at over 500 locations in the U.S.

WingPoints members earn points instantly by providing their card at the participating locations, and bonus points for using the Wings card (card must be present)

Eligibility (U.S. Only):



- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments

Free Membership

REFERENCES

The following are references where World Fuel has successfully handled supply relationships, for accounts similar in size to KS33.

REFERENCES
<p>Union County Airport (KLGD) 60175 Pierce Road, LaGrande, OR 97850</p> <p>Mr. Doug Wright, Airport Director PH# 541-963-6615 Email: dwright@union-county.org</p>
<p>Silverhawk Aviation Academy Caldwell Industrial Airport (KEUL) 4505 Aviation Way, Caldwell, ID 83605</p> <p>Ms. Catherine Weber, Owner PH# 208-453-8577 Email: catherine@silverhawkaviation.net</p>
<p>Fuel Parking & Transportation Olympia Regional Airport (KOLM) 7825 Old Highway 99 SE, Olympia, WA 98501</p> <p>Mr. Shawn Pratt, Airport Manager PH# 253-840-5758 Email: spratt@simflightcenter.com</p>

Thank you

Degree of Compliance

This proposal will define the commercial terms under which we will offer World Fuel Services branded aviation fuels and related programs and services for Madras Municipal Airport. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and City of Madras duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.



Aviation Fuel Supplier Request for Proposal

The City of Madras
April 2024



THE CITY OF
MADRAS

Prepared by: Nate Thompson, Area Manager
NTHOMPSON@Avfuel.com

Submitted by: Avfuel Corporation | 47 West Ellsworth
Rd. Ann Arbor, MI 48108 | 734-663-6466

Important: This comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

April 2024

Jeff Hurd
City of Madras
125 SW E Street
Madras, OR 97741

Dear Jeff,

Thank you for taking the time to learn how Avfuel Corporation's competitive support systems can continue to help contribute to the growth of your unique operation. The following branding proposal outlines Avfuel's ability to supply aviation fuels and services—including marketing and branding support The City of Madras, and Madras Airport. Backed by proven solutions and high-touch, dedicated employees, I am confident our partnership can help you grow your business and increase your market share in a competitive landscape. Building a partnership requires trust and transparency. As we build our relationship with The City of Madras, we will continue to show our value with Transparency and built trust over time.

Avfuel's robust supply network, proprietary training and operational systems make it the industry's most reliable and capable fuel provider. **Working as a team, our goal is to achieve the following objectives for your operation:**

- Uninterrupted fuel supply
- Increased fuel sales
- Greater connectivity and visibility with targeted customers and prospects
- Streamlined operations to optimize efficiency
- Improved loyalty among existing customers
- Effective short-term and long-term growth strategies

Avfuel exclusively focuses on aviation. With that dedication across 50 years, we've become much more than a fuel supplier; we're an all round aviation facilitator, delivering "fuel ... and so much more." Our diverse business lines and competitive programs propelled us to the forefront of the aviation industry and gained us a loyal following among pilots and flight departments. And we look forward to putting these same programs—along with our reputation and aviation commitment—to work for you.

This comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

Best regards,

AVFUEL CORPORATION

Meet Avfuel: Your everything fuel supplier

As a global supplier of aviation fuel and services, our operational expertise in every sector of the aviation value chain supports a diverse market of customers around the world: FBOs, flight departments, military aircraft, commercial airlines and everyone in-between. Our industry involvement facilitates our goal of driving traffic to the Avfuel Network, connecting you with more customers, more markets and more opportunities.



Your Dedicated Support Team

200+ employees dedicated to you with 24/7/365 availability. Never deal with machines again. We value the human touch.



Differentiators

- Aviation-only focus
- Robust contract fuel program proven to attract customers and enhance fuel sales
- Consistent, stable growth across 45 years
- A full sales and marketing team dedicated to you
- Avfuel-provided training resources
- Portfolio of in-house solutions proven to grow your business
- Industry's most popular loyalty program
- Industry's only referral & rewards program for FBO staff



At-A-Glance

- Founded in 1973
- 100% dedicated to aviation
- 23% FBO market share in the U.S.
- Touch 1 in every 3 U.S. business flights
- 650+ Avfuel-branded locations
- 3,000 fueling locations around the world

Supply & Pricing

Avfuel will work with the Madras Airport on delivery scheduling. Full Loads are based on 10,000 gallons for both Jet A and Avgas. Fuel can usually be delivered 24-48 hours after scheduling a fuel load. Exhibit A pricings on next page



Jet A: pricing is a weekly delivered price for fuel supplied from the primary supply terminal (Portland OR) on a Full Load of Fuel (10,000 gallons). In the event fuel is delivered from a secondary supply terminal, additional charges may apply.

- **Primary Terminal: Marathon, Portland OR**
- **Secondary Terminal: BP, Portland OR**



Avgas (100LL) pricing is a delivered posted price for fuel supplied from the primary supply terminal on a full load of fuel (10,000 gallons). In the event fuel is delivered from a secondary supply terminal, additional charges may apply.

- **Primary Terminal: Chevron, Portland OR**
- **Secondary Terminal: Shell, Seattle WA**



Supply and logistics are essential to your operation. Avfuel's expertise ensures that nothing comes between you and your fuel. We are the definitive experts at transporting product from thousands of supply points via pipeline, barge, rail and truck. Avfuel is proactive, making sure the fuel you need is available when and where you need it, even during market fluctuations and emergencies.

- Core-competent in the movement, scheduling and safe handling of aviation fuel
- Global agreements with 90+ refiners and 300+ supply terminals for uninterrupted supply
- Large network of 100+ over-the-road transport carriers
- 24/7/365 availability
- Connection to an in-house logistics team, not a machine



Fuel ordering: Avfuel dispatch is available 24/7/365. All calls are promptly received and handled by Avfuel's dispatch professionals.

- Avfuel dispatchers are logistics experts with years of experience handling all types of fuel deliveries under special circumstances
- Fuel deliveries typically on 48-hour notice for Jet A and 72-hour notice for Avgas
- Special events and emergency orders handled by experts on an individual basis

**EXHIBIT A
Fuel Pricing Methodology**

Primary Terminal	Product	Price Basis
Marathon – Portland	Jet-A	Portland Rack Price
Chevron-Portland	Avgas 100LL	Portland Rack Price

The following shall be applied to the base price (Portland Rack Price) using the dates April 15 through April 21, 2024.

Avgas	
Weekly Market Rack Price for Portland, OR	\$4.45011
Mark Up (fixed) per Gallon (in cents)	.05
Oregon Load Fee	\$10.00 Flat Rate Per Load
Oregon Avgas Tax	\$0.11
Federal Oil Spill Liability	\$.00619
Federal Excise Tax	\$.194
Other Taxes or Fees	\$0.00
Fixed Freight Cost per Gallon	\$.1342
Total Cost Per Gallon	\$4.9445
Detention Fee (per hour)	\$

Jet-A	
Weekly Market Rack Price for Portland, OR	\$2.70265
Mark Up (fixed) per Gallon (in cents)	\$.025
Oregon Jet Tax	\$.03
Federal Oil Spill Liability	\$.00619
Federal Excise Tax	\$.244
Federal LUST Tax	\$0.00
Other Taxes or Fees	\$0.00
Fixed Freight Cost per Gallon	.1342
Total Cost Per Gallon	\$3.14204
Detention Fee (per hour)	

Percent Discount for early invoice payment: **Net 30 Day Terms**

Any Additional Costs (if applicable): **Fuel Freight Surcharge is not included in the fixed freight price. The freight surcharge changes based on the price of diesel fuel.*

**If loading takes longer than one hour demurrage charges may apply. If a pump is required to offload additional charges may apply.*

We hereby certify that the foregoing price information is true and accurate:

Proposer _____

(Authorized Official)

Date

7/26/24

Refueling Equipment & Rates

Avfuel will work with The City of Madras and the Airport to identify a truck(s) that will meet the Airport’s needs, below are some options available. With over 900 trucks in our fleet, we can work to find one that mees the airports needs.

Sample truck and sample lease agreement are on the next pages.

Year	Make	Type	Capacity	Lease rate	Notes
2010-2015	International	Jet A	5000 gallons	\$1200.00 per month	Avfuel will waive the first 12 months of lease payments.
2016-2020	International	Jet A	5000 gallons	\$2000.00 per month	Avfuel will waive the first 12 months of lease payments.
2023	Isuzu	Avgas	1200 gallon	\$2000.00	Avfuel will waive the first 6 months of lease payments



Avfuel will provide decals to rebrand current refueling equipment if needed.

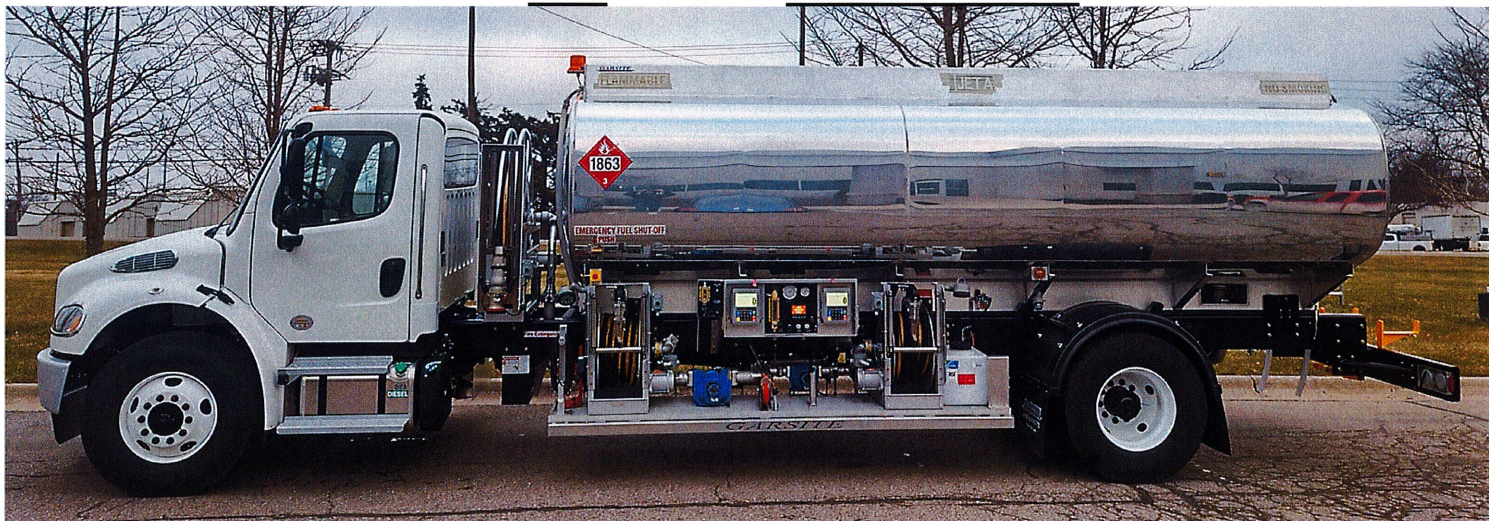
Refueling equipment is a critical component of your FBO’s daily business. Our refuelers feature advanced, but proven, technologies designed to get the job done. The design allows for optimum operational efficiency and is backed by a professional team of specialists who realize you can’t afford to have a fuel truck down.

- State-of-the-art, 33,000 square foot dedicated facility
- Largest refueler fleet in the U.S.—more than 900 vehicles
- Extensive, personalized support
- Maintenance guidelines
- Large inventory of parts and supplies
- Advanced meter systems available

Refueler Truck Specification Sheet

Avfuel ID# 5373

Year: 2022 Make: International HV



(Photo may not be exact unit as described)

Engine: DIESEL-ULSD

Transmission type: A

Tank capacity: 5000 gallons

Tank material: AL

Fuel type: J

Rated GPM: 300

Number of hose reels: 3

Bottom load type: STD JET

Number of meters: 2

Ticket printer? available

Additive injector? Y

Fuel/Defuel? N

Insurance value: \$290,000.00

All refuelers meet FAA and NFPA 407 standards

AVFUEL CORPORATION
AVIATION REFUELER LEASE AGREEMENT
Summary of Terms and Conditions

Avfuel Number/Description

Vin Number

Monthly Rental

Replacement value:

Customer:

Airport Location:

**Note: Meters are not calibrated or certified prior to delivery.
Meter calibration is the responsibility of the Customer.**

The terms and conditions governing this Agreement are set forth above and on the following page(s), which are made a part of this Agreement.

AVFUEL CORPORATION

CUSTOMER

By: _____
Signature

By: _____
Signature

William B. Light, Vice President of Administration
Print name Title

Print name Title

Date: _____

Date: _____

The reference date of this Agreement is; xx/xx/xxxx effective date is such date or _____

TERMS AND CONDITIONS

1. **EQUIPMENT.** Avfuel agrees to deliver and **Lease** the foregoing **Equipment** to Customer for its sole use, subject to the following terms and conditions.
2. **RENTAL.** Customer hereby agrees to pay Avfuel in **advance** the **monthly rentals** shown above, prorated for any partial month. Avfuel may increase the rent during the term of the **Lease upon** 30 days **written** notice.
3. **TERM:** This lease is for the term of one (1) year commencing on the **effective date** set forth above, and shall thereafter automatically renew month-to-month unless either party shall give notice of **intention** to terminate. Notice to terminate shall be given in writing not less than thirty (30) days prior to the termination **date**, which shall be specified in the notice. The foregoing notwithstanding, if there is in effect between the parties an **Aviation Fuel Supply Agreement ("AFSA")**, this Lease shall terminate, without notice, as of the date the AFSA expires or **is terminated** in accordance **with** its terms unless a new or renewal AFSA shall have taken effect between the parties. If **Avfuel** increases the rent **as allowed** in section 2, Customer may notify Avfuel no less than 15 days before the increase is to **take** effect that it **no longer wishes** to rent the equipment if the rate increase goes into effect. If Avfuel rescinds the rate increase, the lease **continues in effect** at the then in effect rates, if it does not rescind the increase, the lease expires on the date the **increase goes into** effect.
4. **RETURN OF EQUIPMENT.** Upon termination of this Agreement Customer shall deliver and **return** the **Equipment** to Avfuel's place of business in Ann Arbor, Michigan (or Abilene, Texas) in as good condition as **when** Customer received it, normal wear and tear accepted. Failure to return the Equipment shall be deemed a breach of this **Lease**. Notwithstanding such breach, Avfuel may, without foregoing any other remedies available to it, treat the Agreement **as continuing** from month to month under the same terms and conditions as were in effect at the end of the lease term. **Nothing** herein shall require that Customer perform the repair or maintenance obligations of Avfuel under the provisions of Section 7 below
5. **TITLE TO: EQUIPMENT.** Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances.

6. USE. The Equipment shall be used solely by Customer or its representatives at the above airport, solely for handling aviation fuels supplied to Customer by Avfuel and shall not be moved from said airport nor operated on any public road without the prior written consent of Avfuel. No fuel delivered by any other supplier shall be introduced into the Equipment. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

7. MAINTENANCE.

7.1 Except as noted in 7.3 below, the Customer will maintain the Equipment in a condition equivalent to that as of the day of this Lease Agreement, normal wear and tear excepted, and, to that end, will, at the Customer's sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation (including meter calibrations, meters are not calibrated or certified prior to delivery), and industry standards which are applicable to the operation of refuelers. Customer shall keep complete and accurate maintenance records and AVFUEL shall be entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At AVFUEL'S option, any item of repair or maintenance which would be the responsibility of Customer may be performed by AVFUEL and billed back to Customer as additional rent.

7.2 Customer shall be responsible for all tire maintenance, repair, and replacement. CHANGING A TIRE ON A REFUELER IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.

7.3 Except as noted in 7.5 below, Avfuel shall be responsible for the following repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after notice. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage which may be caused by or result to customer by reason of the fact that the equipment becomes inoperable.

7.4 Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the express written consent of Avfuel.

7.5 Customer shall promptly notify of the need for any repair or maintenance which is required and which is not the Customer's responsibility. If such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

8. WARRANTIES. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, NOR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT WHICH APPEARS AT THE BEGINNING HEREOF.

9. "TAXES AND OTHER CHARGES". The Customer shall pay all taxes, assessments, fees and similar charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (the "Taxing Authorities") based upon leasing, delivery, use or sale of the Equipment (including, without limitation, sales taxes, use taxes, registration fees, transfer taxes or similar charges), excepting only taxes which are imposed upon AVFUEL based upon its net income or revenues. If the Taxing Authority collects the Taxes directly from the Customer, then the Customer shall pay all such Taxes on or before their due dates. If the Taxing Authority requires that the lessor or seller collect the Taxes from the lessee or purchaser at the time of lease or sale, then AVFUEL will attempt in good faith to include all such Taxes in its invoices to the Customer and the Customer shall pay all such invoices on or before their due dates. (In its invoices, AVFUEL will identify those Taxes as separate items.) If the Customer is entitled to an exemption from any Taxes which the Taxing Authority requires to be collected by the lessor or seller, then, in order to permit AVFUEL to not collect those Taxes, the Customer shall obtain and provide to AVFUEL current and valid exemption certificates with respect to those Taxes. The Customer acknowledges that it remains solely responsible for all such Taxes even if AVFUEL, through inadvertence, error or otherwise, fails to include any such Taxes in its invoices to the Customer.

Customer Initial

Form R1

Page 2 of 3

Revised 3/13

Accordingly, if, subsequent to the issuance of any invoice, the Taxing Authority or AVFUEL advises the Customer of additional Taxes payable with respect to that invoice, then the Customer shall promptly pay such additional Taxes. The Customer shall indemnify AVFUEL from any liability for any Taxes payable by the Customer and, except as provided below, for any interest, penalties or other charges assessed with respect to those Taxes. The Customer's indemnity shall extend to any Taxes which should have been collected by AVFUEL but were not included by AVFUEL in its invoice to the Customer and any Taxes which are assessable against the Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes. The Customer's indemnity shall also extend to any Taxes for which an exemption had been claimed but which are subsequently assessed by a Taxing Authority based upon its rejection of the claimed exemption for the Equipment or the Customer. AVFUEL will indemnify and hold the Customer harmless from any interest, penalties or similar charges which are assessed against the Customer as a result of the **late** payment of any Taxes if AVFUEL is required under applicable law to collect such Taxes from the Customer but, **as a result of** the negligence or willful misconduct of its employees, AVFUEL failed to include such Taxes in its invoice to the Customer.

10. **EVENTS OF DEFAULT.** The following are Events of Default: Failure to pay when due any rental or other sum for which Customer is obligated hereunder; the failure of Customer to observe or perform any other obligations or covenants contained herein or in the AFSA currently in force between the parties hereto; Customer's use of leased equipment for dispensing petroleum products purchased from any one other than Avfuel; the voluntary filing by Customer seeking protection from creditors under the United States Bankruptcy Code or under state laws designed for the protection of debtors; the adjudication of a court or tribunal that Customer is insolvent; the assignment of Customer's assets for the benefit of creditors; the appointment of a trustee, receiver, or other representative to control or operate all or a substantial part of Customer's property; the occurrence of any event or events which, in the sole opinion of Avfuel, would have a material adverse effect upon the ability of Customer to meet its future obligations hereunder.
11. **RIGHTS ON DEFAULT.** IN THE EVENT OF DEFAULT, AVFUEL MAY, UPON ORAL OR WRITTEN NOTICE TO CUSTOMER, DECLARE THIS AGREEMENT TERMINATED AND CANCELED AS OF THE DATE OF SUCH DEFAULT OR AS OF A SUBSEQUENT DATE SPECIFIED IN AVFUEL'S NOTICE OF TERMINATION TO CUSTOMER. In such event, Avfuel or its agents or employees may, without further notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein. No waiver of any breach hereof shall be deemed to constitute a waiver of any other breach hereof, and forbearance to enforce a remedy herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Aviation fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.
12. **INSURANCE.** Prior to the effectiveness of this Agreement, Customer shall secure at its cost, the following insurance and furnish Avfuel a Certificate of Insurance, evidencing: (1) commercial general liability insurance, including aircraft products liability, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than \$1,000,000 combined single limit for bodily injury and property damage; and (3) workers compensation covering all employees of Customer; and (4) physical damage coverage covering the value of the leased equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel, shall name Avfuel as additional insured, or loss payee as the case may be, and shall provide for at least thirty (30) day's written notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this lease and until all of its obligations hereunder have been released by Avfuel.
13. **INDEMNIFICATION. CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.**
14. The Standard Provisions of Contract of the AFSA, current edition, are incorporated herein by reference and are a part of this Agreement.

Customer Initial _____

Form R1

Page 3 of 3

Revised 3/13

The Avfuel Hub

Avfuel will provide your operation with the Avfuel Hub, Avfuel's proprietary web-based **point-of-sale and processing system**, which centralizes and streamlines the sale of fuel, products and services at your FBO. Designed with the user in mind, the Avfuel Hub increases transaction efficiency and allows for a more customer-focused experience.

The Avfuel HUB is capable of transacting from any location that has internet connection.



Core features

- Electronic processing of all transactions (sales, voids, credits, post-authorizations)
- Integrated with Avfuel Contract Fuel and AVTRIP rewards
- Easy customer look-up by name, tail number, city or card type
- Minimal steps and pre-populated data for quick processing
- Avfuel Contract Fuel Pre-Authorizations are sent directly to the Avfuel Hub
- Print and email receipt options
- Create on-demand reports
- Manage customer data
- International processing capabilities
- PCI (Payment Card Industry) compliant, improving credit card security
- A variety of reports are available for download and import into various accounting software

Credit Card Rates & Processing

Benefit from zero percent processing with the Avfuel Pro Card.

Card Type	Rate	Card Type	Rate
Avfuel Pro Card	0.0% Contract Fuel 2.25% Retail- & Non-Fuel	Discover	3.27%
Avfuel Contract Fuel	0.0% Fuel 2.1% Non-Fuel items	American Express	3.54%
Avfuel Retail Card	0.0% Avgas 2.1% Jet & Non-Fuel	MultiService	3.2%
Cessna Contract Fuel	0.0% Fuel 2.1% Non-Fuel	Avcard	2.25%
MasterCard & Visa	2.5% Qualified	Government AIRCard	0.0% Contracted 4.55% Non-Contracted
MasterCard & Visa	3.24% Non-Qualified	The Avfuel Hub	\$0/month software \$0/month optional printer

All transaction data is accessible via the Avfuel Hub. All payments are electronically processed | Credit card funds are remitted to FBO twice per week | Compatible with current versions of Total Aviation Software, Total FBO, X-1 FBO, essintaWINGS, AVMAN, QT and FuelMaster

Branding Package

Leverage the power of a global brand, recognized by thousands of operators worldwide.



Outdoor Signage

Avfuel will provide or reface an existing pole sign and/or wall sign using existing electric connections and foundation at no cost to your FBO.



Bonus Branding

Upon request, Avfuel can also provide your facility with the following Avfuel-branded items:

- Windsocks
- Welcome mats
- Uniform patches
- Hats
- Point-of-purchase displays & interior signage



Refueler Truck Branding

Avfuel will provide decals to rebrand current refueling equipment.



Co-op Advertising

Avfuel sets aside funds from your retail purchases that can be used for additional marketing of your FBO.

- Can be used for virtually any advertising medium (web, print, direct-mail, uniforms, etc.)
- \$0.005 on all general aviation gallons sold (excludes military, airline and contract fuel gallons sold)

Avfuel Marketing Overview

The power of personalized strategy.

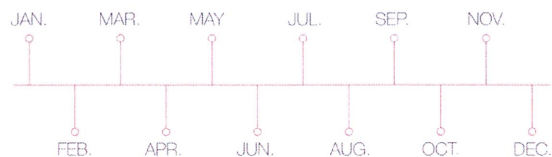


As a member of our network, our marketing team works for you, providing creative strategies customized to meet your specific needs.

Avfuel marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales. Additionally, Avfuel provides a number of training and support solutions to facilitate the implementation of our marketing efforts and support our commitment to your FBO.

The Avfuel Marketing System taps into the power of the entire Avfuel Network, giving your individual FBO the reach of a widely-recognized global brand and putting you squarely in front of Avfuel's wide variety of aviation customers.

Your customized marketing campaign often begins with an initial discovery phase, after which our team develops a personalized marketing plan specific to your location. This plan may include items such as standard Avfuel communication platforms (e.g., email and web advertising for specialized customer retention campaigns), and sales and prospecting strategies. For a comprehensive list of integrated solutions, see the next page.



Avfuel Contract Fuel

Our sales team works as an extension of your FBO, reaching out to 5,500 customers.

Targeted Sales Strategy for Effective Growth

Avfuel Contract Fuel Sales collaborates with you to develop a targeted list of prospects to communicate with on your behalf; established relationships with thousands of flight departments instantly injects you into this rich market.



Beneficial for Business



5,500+ Customers



20,000+ Turbine Aircraft



3,000+ Locations Worldwide

0%

ZERO processing fees for fuel on Avfuel Contract Fuel transactions

- Transacted with the Avfuel Pro Card; can be used for contract fuel, retail fuel and non-fuel flight expenses. Cardholders enjoy zero fees
- Improve margins with custom into-plane rates
- Approved direct-bill format for fractional operators—NetJets, Flight Options, Flexjet
- All third-party (reseller) transactions are processed through your POS to streamline billing and reduce receivables
- Leverage market data (TRAQPak/AMSTAT, FAA, etc.), flight patterns and buying history for a targeted approach to prospecting
- No need to split transactions. Fuel and non-fuel items can be on the same invoice

Avfuel Marketing Capabilities

Slash your marketing budget—our team delivers on your needs for free.



Brand/Image

- Launch or rebrand
- Strategies to build brand value
- Brand audits
- Concept, graphic design and content support
- Media buying and planning
- Interior/exterior facility design
- Uniforms



Print

- Magazines, trade publications, directories, brochures
- Newsletters, business cards, letterhead and other collateral
- Posters, billboards, custom interior lobby artwork
- Custom mailers



Public Relations

- Communications/PR strategies
- Social media strategies
- Press releases
- Internal and external communications



Sales and Training Support

- AVTRIP—utilization and how to use as a sales tool
- Customer Service
- Rampside Training
- Contract Fuel
- Leveraging Card Processing



Digital

- All web advertising
- Email communications
- Custom corporate videos
- Newsletters
- Website design and development



Special Event Assistance

Concept, creative and content support for all events, industry conferences and meetings



Marketing Campaigns

Conceptualize, develop and help distribute custom marketing campaigns

Avfuel Training and Quality Control

Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS), **which includes FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321**. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. Please see the below for a breakdown of this system's programs and lessons:

FAA-Approved Line Service Fuel Safety Training & FAA-Approved Supervisory Fuel Safety Training

- Fuel Handling and Fire Safety
- Aviation Fuels and Additives
- Fuel System Icing Inhibitor (FSII)
- Contaminants and Fuel Testing Methods
- Procedures for Receiving a Load of Aviation Fuel
- Aviation Fueling Components
- Fuel Storage Systems
- Mobile Refueling Equipment
- Aircraft Fueling and General Operations
- Record Keeping Best Practices
- Supervisor Specific: Effective training techniques

Avfuel Customer Service Training

- Culture and Brand
- Service Essentials
- Amaze and Wow

Avfuel Front Counter Training

- Avfuel Contract Fuel
- AVTRIP
- Avfuel Network Referrals & Rewards

Online ATS Cost

All subscriptions include unlimited seats for the year, and training on customer service, front counter and ramp safety.

- With FAA-Approved Line Service Training*
\$0.00 For Madras Airport
- General Fuel Safety Lesson Free to Avfuel- branded FBOs

Ramp Safety

- Aircraft Marshalling
- Aircraft Towing Equipment
- Aircraft Towing Procedures
- De-icing and Anti-icing Introduction
- De-icing and Anti-icing Fluid Handling Procedures
- De-icing and Anti-icing Fluid Application
- General Aviation Security

In Person:

Supervisory Fuel Safety Training Seminar

Avfuel offers free 14 CFR FAA-approved Part 139 Fire Safety and Fuel Quality Assurance Training Seminars for Supervisors.

Avfuel's QA team is available 24/7/365

Our fuel quality assurance team is a group of recognized experts that work with FBOs, transport companies, terminals and handlers on the proper handling of aviation products.

Additional Considerations

- **Avfuel will provide a \$15,000 cash stipend/grant in conjunction with a 5-year fuel supply agreement.**
- **Sample contract Exhibit C : Avfuel proposes to use as a template for contractual language its Aviation Fuel Supply Agreement, the standard terms and conditions of which are contained is attached on the next page of this Proposal. If Avfuel is selected as the vendor of choice, the Aviation Fuel Supply Agreement would serve as the foundational document to govern the relationship between Avfuel Corporation and the City of Madras. Modifications to the terms and conditions of the Aviation Fuel Supply Agreement, as agreed upon by both parties, will become binding once jointly executed. Sample**
- **Avfuel will offer The city of Madras: 30-day payment terms.**
 - The City can pay via EFT, Check or ACH .
- **Avfuel will offer the Avfuel HUB Point of Sale System at \$0.00 per month for the length of the Five(5) Fuel Supply Agreement.**
- **Avfuel will offer \$500.00 for employee uniforms, and Personal Protective equipment annually each year for the next 5 years.**
- **Avfuel will provide annual on-site annual training for but not limited too:**
 - Customer Service training
 - Point of Sale Training
 - Aviation industry updates
 - Marketing support for events
- **Avfuel will provide the online Avfuel Training System at no cost to Madras Airport for the length of the Fuel supply Agreement**
- **Avfuel has a 24-hour parts department that can help with any Fueling equipment parts needed. Including Fuel filters, hoses, spare meters, etc.**
- **Avfuel will provide a Quality Assurance Welcome kit that includes:**
 - Hydrometer
 - White Bucket for receiving fuel loads
 - Ground handling /aircraft service book

References

Flightways Columbus

Address: 3250 W. Britt David Road, Columbus, GA 31909

Contact Name: Amber Clark **Phone number:** 706-324-2453 **Email:**
aclarck@flycolumbusga.com

Chelan Douglas Regional Port Authority

Address: 3764 Airport Way, East Wenatchee, WA

Contact Name: Trent Moyers **Phone Number:** 509-884-2494 **Email:**
Trent@cdrpa.org

Livingston County Airport

Address: 3399 County Airport DR, Howell, MI 48843

Contact Name: Mark Johnson **Phone Number:** 517-546-6656 **Email:**
mjohnson@livgov.com

Customer Code: _____



**AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

Reference Date: <<DATE>>

Effective Date: <<NAME>>

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel" and <<NAME>> having its principal office at (Street address only) "<<STREET ADDRESS, CITY, STATE, ZIPCODE>>", hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 21 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name _____

Customer Credit Program

Addenda

Brand Program

AVTRIP Program

Equipment Lease Agreement

Contract Fuel Dealer Program

CUSTOMER FEIN: _____

TYPE OF BUSINESS: _____
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

STATE ID NUMBER: _____

STATE OF INCORPORATION: _____

FOR: AVFUEL CORPORATION

FOR: "<<COMPANY NAME>>"

By: _____

By: _____

William B. Light

(Signature)

Title: **Vice President, Administration**

Name: _____

(Print Name)

Title: _____

(Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

By: _____

Signature

Name Printed

Social Security Number

By: _____

Signature

Name Printed

Social Security Number

AVIATION FUEL SUPPLY AGREEMENT**GENERAL TERMS AND CONDITIONS**

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products, including, without limitation, SAF, G100UL, and hydrogen based fuel (the "Products") and other aviation electricity and energy products, including, without limitation, aircraft charging services, charging stations, and charging equipment (the "Alternative Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms and Conditions, including without limitation those Products and Alternative Products that the Customer is presently using that are identified in the Special Terms and Conditions. If, at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels or Alternative Products at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel and, to the extent made available at such location by Avfuel, the supply of 100% of the requirements of the Supplemental FBO for Alternative Products. If Customer requests and Avfuel agrees to deliver to any location not listed in the Special Terms and Conditions (each an "Alternate Location") and, to the extent that the terms of delivery to such Alternate Location is not governed by a separate agreement between Avfuel and Customer, delivery to such Alternate Location shall be governed by the terms of this Agreement; provided, however, that applicable pricing and taxes for each Alternate Location shall be determined by the market price of Products and Alternate Products and applicable taxes at the delivery address of the Alternate Location. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement. Avfuel has entered this Agreement with the Customer on the expectation and condition that (a) the Customer's deliveries of Products and Alternative Products at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users or resale otherwise brokered through Avfuel, the Customer will not make any deliveries (or hold inventories) of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's network and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the rights pursuant to Article 11 of the General Terms and Conditions.

2. TERM: The initial term of this Agreement is seven (7) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive five (5) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A or Avgas fuel will be a full standard transport tanker load as determined by the maximum allowable Gross Vehicle Weight between the supply point and the delivery address. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Customer shall be responsible for all demurrage charges assessed by the Shipping Agent for additional time spent at the Delivery Address(es)_ or any Alternate Location.

5.4. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if Avfuel is immediately notified, while Shipping Agent is still present. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. FORCE MAJEURE: Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655 and Alternative Products will conform to the then current applicable specifications. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect. For avoidance of doubt, "federal laws" include, without limitation, all applicable export control and international sanctions laws and regulations.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. INDEPENDENT STATUS: Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 16. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is

FBO Aviation Fuel Supply Agreement

owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 16 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. CUSTOMER CREDIT:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE TERMS AND CONDITIONS IN THIS SECTION SHALL APPLY.

13.1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

13.2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

13.3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

13.4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoice will be payable in full on or before that due date specified in that invoice.

13.5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

13.6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.

13.7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

13.8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit

balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

13.9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

13.10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

13.11. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHOSE SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of Avfuel extending credit to Customer and as a substantial inducement to Avfuel to do so, each of the parties signing as Guarantors on the signature page of this Agreement hereby guaranty payment and performance when due of (i) all indebtedness of the Customer that is now existing or hereafter created by the Customer to Avfuel or any subsidiary or affiliate of Avfuel (collectively, the "Avfuel Affiliates"); (ii) all obligations of Customer under each existing and future written or oral agreement between Customer and any Avfuel Affiliate, including, without limitation, the Aviation Fuel Supply Agreement and Customer Credit Agreement, (iii) all obligations of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this guaranty (collectively, the "Guaranteed Obligations"). If this Guarantee is signed by two or more Guarantors, then the obligations of the Guarantors hereunder are joint and several. Each Guarantor waives any right to any notice of any modification, extension, renewal or rearrangement of any Guaranteed Obligation, any waiver or any release of any Guaranteed Obligation and any exchange, release or substitution of any collateral securing any Guaranteed Obligation. Each Guarantor waives notice of acceptance of this Guarantee, notice of default on the part of Customer under any Guaranteed Obligation and all other notices that the Guarantors may otherwise be entitled to receive. Each Guarantor acknowledges and agrees that no modification, extension, renewal or rearrangement of any Guaranteed Obligation, no waiver, release of any claims with respect to any Guaranteed Obligation and no exchange, release or substitution of any collateral securing or to secure payment or performance of any Guaranteed Obligation shall be construed as a waiver, release or modification of the obligations of the Guarantors under this Guarantee. This Guarantee is of payment and performance and not of collection. Accordingly, in the event of a default by Customer under any Guaranteed Obligation, Avfuel may seek and secure payment or performance directly against any or all of the Guarantors without first seeking payment or performance by Customer or any other Guarantor. This is a continuing Guarantee and shall not be revoked by the death or disability of any Guarantor and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor hereby authorizes Avfuel to make such credit investigations necessary to satisfy itself as to the credit worthiness of the Guarantor and agrees upon request to provide periodic

statements of financial condition to Avfuel. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

14. CREDIT, CHARGE CARD, AND PAYMENT ACCEPTANCE:

14.1. Customer is participating in Avfuel's Credit, Charge Card, and Payment Acceptance Program (the "Payment Acceptance Program") Accordingly, unless otherwise agreed in writing, Customer must use Avfuel's platform and gateway for all its payment processing needs and Customer shall honor any valid credit or charge card or other non-card based payment modality listed as accepted in the most current Acceptable Card and Payment List ("ACL") issued by Avfuel and published from time to time on its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card/payment method is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel. To the extent that a non-card payment modality is not listed among the Approved Cards on the ACL, Customer shall be allowed to process such payment outside of Avfuel's gateway until such payment modality is included among the Approved Cards on the ACL.

14.2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com or according to the approved point of sale software vendors instructions. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

14.3. Upon receipt from the Customer of a properly prepared and processed Vouchers, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 14.7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

14.4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore, Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Payment Acceptance Program.

14.5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

14.6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. **CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.**

14.7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

14.7.1. Where any of the required information is omitted or illegible;

14.7.2. That is imprinted or processed with an expired credit card;

14.7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

14.7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

14.7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

14.7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

14.7.7. Where the Authorized User has not received a copy of the Voucher;

14.7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

14.7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

14.7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

14.7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

14.7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

14.7.13. That are charged back to Avfuel or rejected for processing by an Issuer or processor for any reason at all; or

14.7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

14.7.15. Where Customer has processed a post authorization transaction with no authorization, a fake authorization or an authorization received from anyone other than the company issuing the card

14.8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the

extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

14.9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

14.10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Payment Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

15. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

16. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

17. PROGRAM PARTICIPATION:

17.1. The provisions of these General Terms and Conditions will apply to the BRAND PROGRAM, AVTRIP PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM, and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

17.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms and Conditions.

17.3. Avfuel reserves the unilateral right to amend, suspend, or terminate any Program at any time effective upon written Notice to the Customer. Termination of Customer's participation in any one Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

18. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County, and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

19. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without

20. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

21. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms and Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms and Conditions and the Programs. The General Terms and Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first-class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor

permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program

FBO Aviation Fuel Supply Agreement
upon ninety (90) days' Notice to Avfuel. See Section 16 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than 1/4% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all

sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees to CFC's for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Payment Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate an electronic written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and

any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory, not performed or not delivered may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this Section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.
2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.
3. Customer shall inspect the Equipment and shall make written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty-eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.
4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.
5. **AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.**
6. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.
7. The Equipment is not licensed or titled for use on public roads. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.
8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.
9. The maintenance obligations with regard to the Equipment are as follows.
 - 9.1. Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.
 - 9.2. Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.
10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.
11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions. Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.
12. **IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.**
13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the Customer for those costs and the Customer will pay that invoice within twenty (20) days.

EXHIBIT B
Oregon Statutory (ORS) Certifications

We Hereby Certify 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. We Certify also that we shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. We Certify, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to City of Madras' policy of non-discrimination.

We Certify that we have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

We Certify that we, and our subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

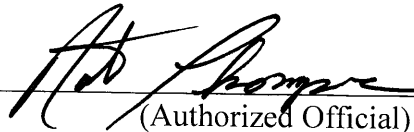
We Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) working days before the proposal deadline.

We Certify that we _____ ARE ARE NOT (mark one) a "Resident Bidder" as defined by ORS 279A.120. As defined in ORS 279A.120, "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident Bidder".

If not a Resident Bidder as defined in ORS 279A.120, please indicate state of residence:

Michigan

Proposer _____


(Authorized Official)

Date _____

4/26/24

Exceptions to the above Certifications. Proposer will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary): **Avfuel proposes to use as a template for contractual language its Aviation Fuel Supply Agreement, the standard terms and conditions of which are contained in Attachment A of this Proposal. If Avfuel is selected as the vendor of choice, the Aviation Fuel Supply Agreement would serve as the foundational document to govern the relationship between Avfuel Corporation and the City of Madras. Modifications to the terms and conditions of the Aviation Fuel Supply Agreement, as agreed upon by both parties, will become binding once jointly executed.**

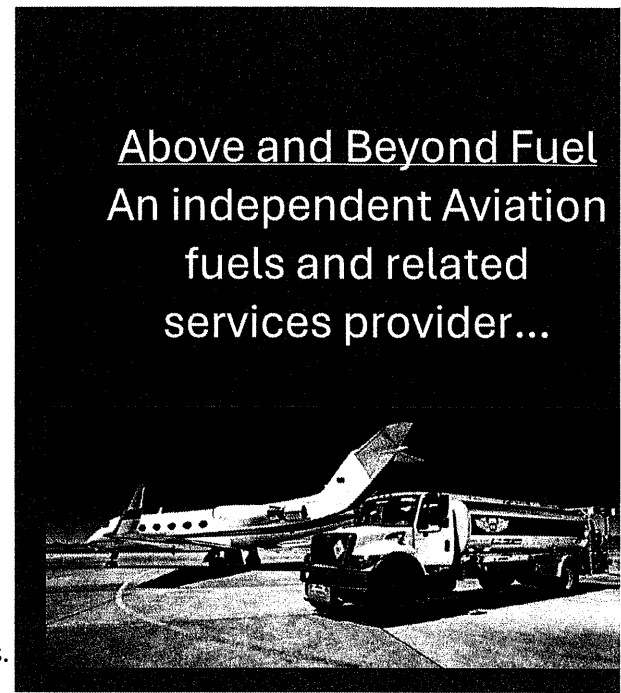
CityServiceValcon

March 28th, 2024

The City of Madras



Re: PROPOSAL for AVIATION FUEL SUPPLIER of The City of Madras.



Above and Beyond Fuel
An independent Aviation
fuels and related
services provider...

To whom this may concern,

On behalf of the CityServiceValcon, LLC (CSV) and Phillips 66[®] Aviation Teams, we appreciate the opportunity to submit a proposal to provide solutions to your fuel needs and related services.

Our offer is based on two uniquely aligned companies' (CSV / Phillips 66[®] Aviation) service elements and value-added programs to assist the City of Madras, the airport and its patrons with reliable supply, support, and incremental value.

CSV is a privately held company with the strength of a major fuel producer (Phillips 66[®]). Furthermore, a customer centric and a nimble company similar to the City of Madras.

I am confident in creating a mutually beneficial business partnership with you and your company. Last but not least, we will be proud to add the City of Madras to our family of FBOs where you will be known by your name.

I hereby acknowledge the RPF and all addenda.

Sawyer Silliker
Signature

4/26/2024
Date

Presented By:

Sawyer Silliker
Aviation Regional Sales Manager
(406) 250-9225 Cell
Sawyer.Silliker@CityServiceValcon.com



The Most Trusted Wings In Aviation™

This proposal and its supporting materials are confidential to CityServiceValcon, LLC, The City of Madras, and the employees whom have a reason and purpose for reviewing. Otherwise, this proposal and its supporting materials shall remain private, confidential and not to be reproduced or distributed. Pricing, terms and condition of the sales are subject to final review and commitment. Offer valid for 45 days.

City of Madras – Madras Municipal Airport (S33)26
“Aviation Fuel Supplier”
Section V. Proposal

A. Product shall include the following types of fuels:

- a Aviation Turbine Fuel – Jet A;
- b Aviation Gasoline, 100 Octane, Low Lead (Avgas) or future replacement.

Product delivered to the Airport shall comply with the following specifications:

Phillips 66 Branded Products meet or exceed the following ASTM product specifications:

Jet A in accordance with ASTM D1655, latest version.

AVGAS (100LL) in accordance with ASTM D910, latest version.

We strive to deliver each load at the stated date and time through our redundant supply network utilizing P66 terminals. When you become a branded P66 dealer you are not limited on supply. Unlike independent refineries, P66 has a set allocation on every branded account that they are obligated to produce. This ensures that P66 branded accounts have the supply they need during the peak seasons.

The Madras Municipal Airport’s supply needs will be reviewed annually and quarterly for forecasting. The forecast will be reviewed by CSV and the City of Madras as we develop the forecast.

B. Quality control procedures:

CSV and Phillips 66® Aviation maintain industry leading product quality control programs for all refined products. Phillips branded dealers are required to meet or exceed P66’s Aviation Fuel Quality Assurance Requirements (AFQAR).

A comprehensive collection of fuel quality control information, technical data and specification, training tools and links to industry guidance is aviation through TrustedFuel.com. TrustedFuel.com is designed to support the fuel-handling operations at your FBO.

P66 offers \$50 Million in excess liability coverage program free of charge to branded dealers. FBO must meet the minimum program requirements.

The following programs are available to Phillips 66 Branded Dealers:

- ✓ Training: Discounted National Air Transport Association’s (NATA) Safety 1st
- ✓ Quality Control and Training Forms and Calculators
- ✓ Misfuelling Prevention
- ✓ Quality Control Inspection Program
- ✓ Fuel Handling
- ✓ Health, Safety & Environmental (H.S.E)
- ✓ Aircraft Accidents
- ✓ Quality Control Assurance Obligations
- ✓ Equipment and Industry

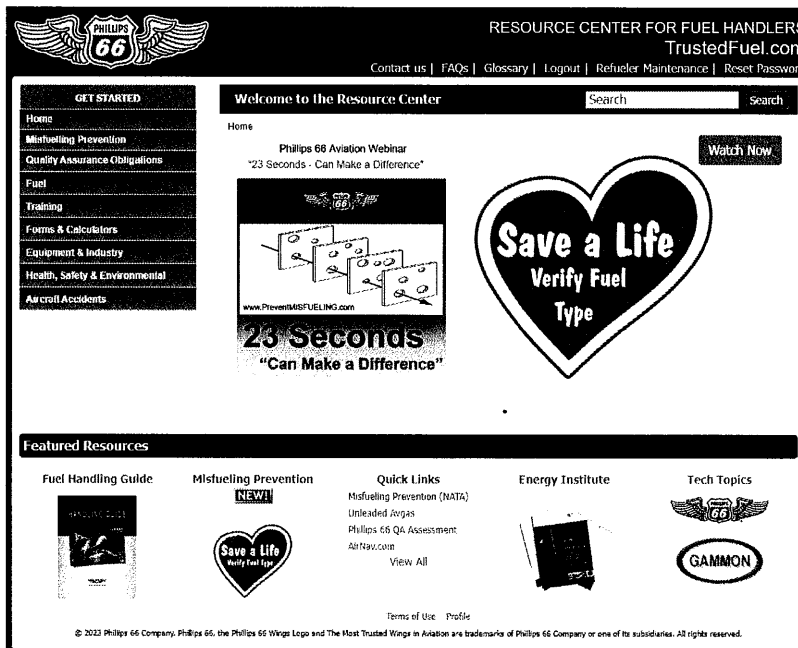
As a Phillips 66 branded dealer, you will have discounted or free access to ^{4/26/2024} live quality control seminars.

Annual inspections are performed by CSV and / or Phillips 66® Aviation quality assurance team. Correction action(s) and consulting regarding any discrepancy is provided by team CSV and / or Phillips 66® Aviation. In addition, phone support for technical and quality control is available at no cost.

Onsite, customized, hands-on training on quality control and quality assurance is provided at no cost.

✓ Next regional training: P66 QC/Filter Training in Portland on Sept. 18th.

Most recent and current initiative – Save a Life, Verify Fuel (avoid misfuelling)



C. Delivery schedules based on normal (non-urgent) fuel order lead times:

CSV standard lead times throughout the year are 3-5 days. The next day order to deliveries do happen but realistically in the heat of summer we revert to the 3-5 days. Depending on which supply terminal we are pulling from CSV will use a combination of common carriers and our own proprietary CSV dedicated aviation delivery trucks.

To ensure that the Madras Airport maintains a continuous supply, supply needs will be reviewed annually and monthly for forecasting. The forecast will be reviewed by CSV and the airport.

D. Emergency procedures, including back-up supplier if applicable:

We are confidential in supplying Madras Municipal Airport through P66's multiple supply terminals coupled with exchange terminals. We can work with common carriers including our own transportation services to ensure supply/delivery to our branded dealers.

Freight Equalization: Reimbursement, with P66's approval, for the net incremental cost of freight when the Primary Terminal is out of **Product and an Outage Notification has been posted on Gateway** (P66 user web-portal). Freight Equalization is calculated as the sum of base freight charge and fuel surcharge at the Secondary Terminal minus the sum of the base freight charge and fuel surcharge at the Primary Terminal.

E. Ordering procedures, including order minimums, if any:

Our dispatchers are dedicated to Aviation fuel accounts. The City of Madras will have the option to order fuel through our aviation dispatch line or aviation dispatch email.

A full load at CSV is considered any quantity above 10,000 gallons and CSV will deliver a load as small as 1,000 gallons. Freight is calculated based on a full load. If the City of Madras plans on ordering short loads, our CSV dispatchers will do our best to fill the truck for a split load with our other aviation accounts. This breaks up the freight between the different locations in the event to create savings for the City of Madras. Our aviation dispatchers will also reach out to the City of Madras with split opportunities from other aviation accounts.

Split Book: If an account is on the edge for purchasing a load of fuel you may call aviation dispatch and ask to be put in the split book. This helps our aviation dispatchers put together cost-effective splits for our customers.

F. Fuel Pricing:

Jet-A price to Dealer shall be the delivered average price as established by CSV on the date of lifting plus all applicable taxes, fees, and freight. Any third-party cost/freight increases may be passed through to the dealer, at CSV's option, upon five (5) days' advance notice to dealer.

Fuel Pricing is based on N15 day payment terms.

Jet-A Average Pricing as of April 15 th -April 21st	
Weekly Market Rack Price for Portland, OR	\$2.7346
Mark Up (fixed) per Gallon (in cents)	\$0.065
Oregon Jet Tax	\$0.03
Federal Oil Spill Liability	\$0.00214
Federal Excise Tax	\$0.243
Federal LUST Tax	\$0.001
Other Taxes or Fees	\$0.00405
Fixed Freight Cost per Gallon	\$0.1196
Freight Surcharge – Variable	\$0.0490
Total Cost Per Gallon	\$3.24839
Detention Fee (per hour)	\$75.00

Avgas (100LL) price to Dealer shall be the delivered average price as established by CSV on the date of lifting plus all applicable taxes, fees, and freight.

Avgas Average Pricing as of April 15 th -April 21st	
Weekly Market Rack Price for Portland, OR	\$4.50006
Mark Up (fixed) per Gallon (in cents)	\$0.15
Oregon Load Fee	\$10.00 per loading
Oregon Avgas Tax	\$0.11
Federal Oil Spill Liability	\$0.00214
Federal Excise Tax	\$0.193
Other Taxes or Fees	\$0.00505
Fixed Freight Cost per Gallon	\$0.1261
Freight Surcharge - Variable	\$0.0517
Total Cost Per Gallon	\$5.13805
Detention Fee (per hour)	\$75.00

G. Certification that payment terms will be net thirty (30) days:

Payment terms: N15 or N30 days.

H. Methods of payments accepted, including fees or discounts for different forms of payment, if applicable:

The City of Madras will have the option to make payments via electronic funds transfer (EFT), wire transfer, or a check payment.

Discount: Net 15, CSV will discount Jet loads by \$0.03 cpg and Avgas \$0.05 cpg.

I. Description of point of sale credit card system and supplies. Must include a wireless, point-of-sale terminal for the refueler.

As a branded Phillip 66 dealer, you will benefit from an array of credit card processing devices and credit card options. Furthermore, you will enjoy low processing fees starting with Phillips 66's credit cards at zero percent.

Phillips 66 Aviation Wings Card makes your customers' daily travels and weekend excursions easier. Customers can use their Personal Credit Card at more than 800 Phillips 66 branded aviation FBOs across the country – including self-service and pay-at-the-pump sites. They can gas up at any of the thousands of Phillips 66®, Conoco and 76® gas stations nationwide.

Beyond fuel, pilots can use the Phillips 66 Personal Credit Card to pay for hangar fees, tie-downs, and to get cash at ATMs nationwide.

Highlights of the branded cards program:

- ✓ Only aviation brand able to leverage motor fuel credit card processing rates.
- ✓ Card accepted at over 800 Phillips 66 branded aviation FBOs.
- ✓ 7,000+ branded c-store locations.
- ✓ Lowest card rates in the aviation industry.
- ✓ NO qualified versus non-qualified transactions.
- ✓ Credit Card reimbursements within 48-72 hours via EFT.
- ✓ Corporate “Wings” card co-branded with AvCard is accepted at 7000+ locations worldwide – no annual fees or administrative charges to cardholders.
- ✓ Self-serve fueling terminals may process on P66's platform where you will enjoy the low processing fee.

Following are methods to process credit cards via web-based on the Phillips 66 network:

- ✓ Phillips 66 AvPOS: A web-based software that can be used on the front-counter computer or on a mobile device. (No cost)
 - Remote processing available via tablet. (Wi-Fi/Cellular data required)
- ✓ X1 FBO integration with P66 processing network complete.
- ✓ Aviation Point of Sales accept:
 - P66 cards
 - Mastercard
 - Visa
 - American Express
 - Discover
 - Avcard
 - Multi-Service Card
 - Government Air Card

Branded P66 Credit Card Processing Rates:

Phillips 66 Aviation Card Type/Description	Per dollar, new rate effective April 18, 2022
Phillips 66 Aviation Wings Card (Red Avcard)	0.00%
Branded Personal Card	0.00%
Branded /Cobranded Fleet Card	0.00%
American Express	3.25%
Avcard (Blue)	2.15%
Debit	1.50%
Discover/Diner's Card	3.30%
Mastercard Qualified	2.75%
Mastercard NonQualified (card on file, keyed)	2.95%
Multiserve	3.35%
Visa Qualified	2.25%
Visa NonQualified (card on file, keyed)	2.25%
Voyager	2.75%
WEX	2.75%

J. Statement that the Proposer can provide a lease Jet A refueler with a minimum 5,000 gallon capacity and an AvGas refueler with a minimum 1,000-gallon capacity. Detail costs of maintenance programs required for the vehicle, both those provided by the Airport and those provided by the Proposer. Include specifications on truck make, model, year of manufacture, and photograph(s) of fueler expected to provide fuel to the City. Provide proposed lease terms and a sample lease.

CSV and Phillips 66 Aviation offer state-of-the-art, safe, and reliable refueler for your business. In addition, our branded dealer program, we offer painting and imaging assistance for branded dealers for the refuelers you currently own. Decals for your refueler are supplied at no cost.

Currently, CSV owns a fleet of Jet and Avgas refuelers. Our fleet consists of refuelers of all sizes and years 2000 and newer. New equipment is available through ProFlo or Skymark Refuelers.

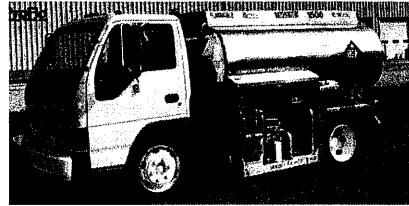
Our used refuelers are refurbished and are a cost-effective solution for essentially acquiring a replacement truck. At CSV we are not limited to what is in our fleet. If our fleet does not meet the expectations of the City of Madras, we can assist in providing other options, buying new, connecting with dealers, financing options, etc.

CSV thoroughly inspects the refuelers prior to the in-service date, following, the CSV technical support representative will be on-site to install the refueler. The tech rep. will train all staff on how to properly use the refueler and know the ins and outs.

In a lease agreement, CSV covers all major components of the refueler. The daily wear and tear of the refueler and preventative maintenance is responsible by the lessee. Example – tires, oil changes, lights.

Pricing example:

- ✓ 2008 5k Jet-A Refueler (3-year term)
 - Lease rate of \$1,750 per month, Model M2.
 - Completely refurbished Freightliner.
 - Freight: CSV to pay for round-trip freight.
 - Location: Salem, OR.
- ✓ 2004 1k Gallon Avgas Refueler (3-year term)
 - Lease rate of \$750 per month.
 - Completely refurbished Isuzu.
 - Freight: CSV to pay for round-trip freight.
 - Location: Alvada, OH.



CSV is constantly updating our refueler fleet due to the high demand, refuelers availability and pricing are subject to change.

K. Describe promotional, advertising, uniform, and any/all co-op programs available that may benefit the City.

Sales Aid Tools:

- ✓ Phillips 66 offers \$1.00 per gallon rebate to the participating pilot and qualified sales for Compassion flights and Young Eagles.
- ✓ Phillips 66 contract fuel program – allows you to customize your offer by channel of trade and/or flight department specific.
- ✓ CSV's regional manager to provide guidance on other aviation trade site marketing opportunities.
- ✓ P66 and CSV jointly will work directly with your team to help:
 - Identify targets and opportunities.
 - Margin Optimization.
 - Flightplan.com listing updates.
 - Wingpoints (Optional).
 - Access to P66 Marketing items for trade shows (Co-Op qualified).
- ✓ Aviation Directory Support: As your Aviation Sales Manager, you can reach me at any time on any day of the week. I am your FBO's extension, and here to help. Aviation dispatch group available 24/7 to provide support. Your dedicated team:
 - Aviation Sales Manager – Sawyer Silliker
 - Aviation Dispatchers, dedicated to Aviation
 - P66 Account specialists on program support
 - Technical Support – James Keck plus Phillips 66 QC managers and lab engineers
 - Vice President, Aviation – Dev Sharma

Co-Op Program Summary: Designed to assist P66 branded dealers to promote P66 aviation brand and to improve services available at branded FBO's.

- ✓ P66 will allocate funds at a rate of \$0.005 (one half cent) per gallon on all net gallons purchased (excludes into-plane gallons).

- ✓ Funds can be used on various items – Wingpoints, advertising, uniforms, fuel testing & training, premium promotional items, signage, etc.
- ✓ Must be in compliance with the brand standard and quality control requirement.
- ✓ Reimbursement of 50% of the approved vendor invoice amount on all qualifying items.
- ✓ Processed by Aviation Sales Admin.

Industry Involvement and Commitment:

Combined, our presence extends to national, regional, and state conferences such as, but not limited to, National Business Aviation Conference (NATA), Aircraft Schedulers & Dispatchers Conference (S&D), NW Aviation Conference, Oregon Airport Managers Association, and Washington Airport Managers Association. By exhibiting at the above listed tradeshow/conferences, CSV promotes brand recognition of all P66/CSV branded dealers. Any potential leads regarding vendors/charter services will be passed on to Madras Airport.

Ongoing financial contributions to support and market our accounts and the Phillips 66 brand:

- ✓ CSV/P66 continually makes efforts to sponsor airshows, programs, events, and tradeshow.
- ✓ Phillips 66 sponsors and promotes safe practices such as the “Save A Life” initiative (avoid mis-fueling) at industry events and collaboration with NATA and AOPA.

Phillips 66 Aviation has formed a very active Advisory Council comprised of branded Phillips 66 Aviation Dealers and Marketers. The members represent all Phillips 66 Aviation dealers and marketers on business issues, assist in the development of strategies and tactics to strengthen the financial viability of all stakeholders in the Phillips Aviation brand, also keeping Phillips 66 alert to emerging aviation industry topics.

Our involvement with FBOs is based on our philosophy of providing solutions to our FBOs to create value through our experts and Phillips 66 Aviation value-added programs.

Here are some examples:

- ✓ Auburn Municipal Airport (S50):
 - We have provided online and onsite safety training.
 - Diagnosed and resolved avgas tank fill issue.
 - Zero runout through P66’s supply guarantee and our dedicated carriers.
 - Reimaged tank farm with certain upgrades and technical support at no cost.
 - New signs, decals, digital display, and upgraded fueling system for ease of use for patrons.
 - Airshow Sponsorship
- ✓ Yellowstone Air Service (YAS):
 - CSV helped modernize FBO’s fuel farm located in Livingston, MT.
 - Provided technical support to YAS on owned trucks at no cost.
 - Fuel farm technical support at no cost.
 - Onsite hands-on training at no cost.
 - Reimaged signs.
- ✓ Bighorn Airways (SHR):
 - Provided onsite training.

- In addition, performed inspections to ATA103 (Airline) and NFPA (Fire) inspections at the FBOs request.
- Helped diagnose Jet-A refueler issue at no cost.
- ✓ Glacier Jet Center (GPI):
 - Annual filter change completed by (TSR)
 - Helped plan FBO master plan
 - Supplemented market with rail operations to support Airlines
- ✓ Port of Astoria (AST):
 - Added remote processing system to capture sales anywhere on the airport
 - Customized onsite training.
 - Airshow Sponsorship
 - Target market opportunities
 - Detailed credit card report to save on processing

L. Description of Line and Customer Service training programs, including training materials used, if any.

Phillips 66 conducts Training Seminars regularly in each region of the country including webinars. Webinars are available for viewing at your convenience. Training covers the basics of quality control, testing, and current or proposed legislation that affects our dealers. These courses are one day in length, and there is no charge to attend our classes. The City of Madras will have access to CSV's Technical Support Manager for guidance on fuel related operation and equipment diagnostic.

As a branded dealer, you will have access to Phillips 66 Quality Control website. A site that is progressive, and all-encompassing on-line resource center for fuel handlers. TrustedFuel.com is continuously updated providing Fuel Handling Guide, Energy Institute information, Tech Topics, Training, and QA Inspection Program guidance and forms to name a few.

<https://trustedfuel.com/login/>

Our commitment to The City of Madras:

- ✓ CSV will offer onsite training upon request.
 - CSV's Technical Support Representative to provide onsite QC and equipment training.
 - No limit on the number of employees to attend the training.
 - Onsite training is at no cost to the FBO.
- ✓ CSV / P66 will conduct training seminars and Webinars which the FBO and members are encouraged to attend.
- ✓ For online training, the FBO can choose between:
 - P66 Trusted Fuel – free of charge.
 - NATA – Safety 1st Training – discounted at \$99 per employee.
 - Basic Fuel Safety
 - Fuels, Lubricants, and Oxygen
 - Hazardous Materials
 - Personal Protection
 - Spills and Leak Management
 - Fuel Storage Areas

- Weather Effects on Fueling Operations
- Aviation Refuelers
- Fuel Contaminants
- Receiving Fuel Shipments
- Fuel Filtration
- Fuel Storage Facilities
- Fuel Quality Testing
- Operational Procedures
- Line Fuel Final Assessment
- ✓ Other courses offered in AceSafetyPro:
 - Fuel Safety Supervisor
 - Airport Fueling Inspector Training
 - Aviation Fuel Quality Control
 - Aviation Self-Fueling Course
 - Hazardous Materials Transportation Training
 - Aviation Human Factors
 - Movement and Non-Movement Training
 - SIDA Training

M. Conversion/transition plan: provide a timetable for delivery of refuelers, signage, logos, uniform replacement, forms, software conversion, et cetera.

There are two steps CSV takes to complete a transition. It starts with a new brand inspection; this is done by the CSV Technical Support Representative and takes a few hours. The NTB inspection is primarily to ensure the Madras Airport and its employees are abiding by industry wide standards and have the skillset to do so. Following the NTB, the Regional Manager will make sure the FBO is ready to fully operate prior to the start date.

If the City of Madras chooses to lease a refueler, CSV will make sure it is put in-service prior to the initial start date. It usually takes 1-2 weeks for the refueler to be delivered. During this time, we will inspect, flow test, install decals, calibrate meters, and coordinate shipping. All signage, logos, uniform replacement, software conversion is apart of the Regional Sales Managers critical path and will be completed prior to the start date.

N. Marketing support and incentive programs including available contract fuel program services and/or assistance. With each item identify any associated costs.

CSV will offer \$15,000 a incentive for a 3-year contract paid in increments of \$5,000 per contract year.

Phillips 66 includes National and International Advertising and Business Promotion programs. Our national advertising (95% digital / 5% print) campaign focuses on driving the Phillips network of FBOs.

Phillips 66 exhibits at the industry's leading national trade shows including National Business Aviation Association, NBAA Schedulers and Dispatchers, and Aviation International Expo (NATA).

The focus of the Phillips 66 booth is to promote the branded FBO network directly to corporate pilots.

The Phillips 66 Aviation web site (www.phillips66aviation.com) is designed with pilots in mind. The site is intended to be a comprehensive location with access to all flight information needed by pilots for flight operations. Included in this web site is a Phillips 66 Aviation FBO Locator, free of cost. All that's needed is to update the site to position your airport and services. You can change your information in the FBO locator as often as you like, at no charge.

Aviation Directory Support: Listing and directory support provided by both CSV and Phillips 66 team. In addition, The City of Madras will have an opportunity to advertise through:

- ✓ Flightplan.com ad placement for FBO free of charge.
 - Phillips 66 Aviation provides free to each branded dealer: FBO logo, 399 characters of copy, phone number, fax number, frequency, email address, website address, & up to 10 icons for amenities/FBO facilities. This is a \$1,500 per year value per FBO.
- ✓ Phillips 66 Website – listing of The City of Madras. (No cost)
- ✓ Contract Fuel: Price distribution to flight departments (pilots, dispatchers, and flight departments) to increase visibility of The City of Madras. (No cost)
- ✓ Featured FBO (FBO spotlight) distributed via social media and direct mail. (No cost)

O. At least three examples of fuel supply services similar to those sought by the City provided by the Proposer within the last five (5) years, including customer names and contact information. By supplying this information, the Proposer consents to have the City contact the named former customers to obtain reference information about the Proposer's performance.

For 90 years, CityServiceValcon has offered quality fuel, oil and energy products, dependable delivery, outstanding customer care, and superior service.

Safety is our #1 priority. CityServiceValcon is committed to the safety of our customers, employees, and the environment. We take pride in our qualified and trained employees, maintaining safe operations, eliminating hazards, and complying with all company safety rules. Every employee is responsible for actively identifying ways to make our company a safer place to work. Safety is our primary goal. We actively engage in policies and programs to continuously improve the safety of our companies and uphold our commitment to our employees, customers, and the environment.

Our mission continues to escalate quality and service with a leading edge in professional etiquette, technology, and resources. As one of the major logistics leaders, we will provide optimal outcomes for your fuel, propane, or lubricant needs.

References:

Auburn Municipal Airport – Tim Mensonides (253) 333-6821
Port of Astoria – Matt McGrath (503) 298-0909
Glacier Jet Center – Mike Talbot (931) 237-6823

Detention Fee (per hour)	\$75
--------------------------	------

Percent Discount for early invoice payment: \$0.03 cpg on Jet / \$0.05 cpg on Avgas for Net 15 payment days

Any Additional Costs (if applicable): N/A

We hereby certify that the foregoing price information is true and accurate:

Proposer Sawyer Silliker Date 4/26/2024
 (Authorized Official)

EXHIBIT B
Oregon Statutory (ORS) Certifications

We Hereby Certify 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. We Certify also that we shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. We Certify, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to City of Madras’ policy of non-discrimination.

We Certify that we have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

We Certify that we, ~~and our subcontractors, if any, and all employers~~ working under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide Workers’ Compensation coverage for all of their subject workers, unless such employers are exempt under the law.

We Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) working days before the proposal deadline.

We Certify that we ARE Are Not ARE NOT (mark one) a “Resident Bidder” as defined by ORS 279A.120. As defined in ORS 279A.120, “Resident Bidder” means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a “Resident Bidder”.

If not a Resident Bidder as defined in ORS 279A.120, please indicate state of residence: Montana

Proposer Sawyer Silliker Date 4/26/2024
(Authorized Official)

Exceptions to the above Certifications. Proposer will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary):

EXHIBIT C
Key Contract Term

- A. The Agreement is made under and shall be governed and construed in accordance with the laws of the State of Oregon. The place of the Agreement or purchase order, its situs and forum, shall be Madras, Oregon, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of Oregon and stipulates that Jefferson County shall be the proper venue for all matters.
- B. Except to the extent the provisions of this Agreement are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in Madras, Oregon shall govern the Agreement. To the extent the Agreement entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- C. Vendor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to rules and regulations of the City of Madras, and the Oregon Public Contracting Code, ORS chapters 279A and 279B.
- D. Vendor is responsible for obtaining and maintaining all required licenses and permits necessary to perform work under this Agreement.
- E. Vendor releases and will defend, indemnify, and hold City and City's present and future elected officials, officers, employees, contractors (other than Vendor), tenants, members, volunteers, representatives, and agents (collectively, "City's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) Vendor's and/or Vendor's directors, officers, employees, agents, representatives, invitees, volunteers, and/or contractors (collectively, "Vendor's Agents") acts and/or omissions, including, without limitation, Vendor's and/or Vendor's Agents operations at the Property; (b) Vendor's use of the Property and/or Equipment; (c) Vendor's maintenance, repair, use, and/or operation of the Shelter Services Center and/or Program; (d) Vendor's and/or Vendor's Agents use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property; and/or (e) Vendor's breach and/or failure to perform any Vendor representation, warranty, covenant, and/or obligation under this Lease. Vendor's indemnification obligations under this Section _____ will survive the expiration or earlier termination of this Lease. Any indemnification obligation on the part of the City to Vendor and to third parties shall be subject to the protections and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

F. During the term of this Agreement, Vendor (and Vendor's carrier(s)) will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Vendor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (b) pollution liability insurance with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (c) comprehensive automobile liability insurance for all owned, nonowned, and hired vehicles that are or may be used by Vendor in connection with Vendor's performance of its obligations under this Agreement with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will contain a severability of interest clause, and will contain a provision that the insurance policy may not be cancelled without thirty (30) days' prior written notice to City. Vendor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Vendor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Vendor is required to obtain under this Agreement upon Vendor's execution of this Agreement and at any other time requested by City. If Vendor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Vendor upon City's demand or, at City's election, deducted from amounts owed to Vendor. During the term of this Agreement, Vendor will require each carrier utilized by Vendor to deliver the fuel to City to obtain and maintain such levels of insurance as required under this Section _____, and such insurance will insure against all claims arising out of any environmental contamination caused by Vendor and/or such carrier at City's place of business caused by spills that occur during the delivery of fuel.

G. City does not discriminate in the administration of any of its programs or activities. Vendor will be required to ensure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the grounds of or because of the basis of race, sex, religion, age, national origin, or disability. Vendor, for itself, its personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree:

- that no person on the grounds of race, color, creed, sex, age or national origin or handicap shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of its facilities.
- that, in the construction of any improvements on behalf of Fuel Supplier and the furnishing of services, no person shall be excluded from participation in, denied the

benefits of or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin or handicap; and

- that Vendor shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination- Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these on discrimination covenants, the Municipality shall have the right to terminate this Agreement.

FUEL SUPPLY AGREEMENT

This Fuel Supply Agreement (this "Agreement") is made and entered into this _____ day of June, 2024 (the "Effective Date") by and between City of Madras ("City"), an Oregon municipal corporation, whose address is 125 SW "E" Street, Madras, OR 97741 and _____, a _____ corporation, ("Vendor") whose address is _____.

RECITALS:

- A. City is the owner and operator of the fixed-based operation site at Madras Municipal Airport (S33), addressed as 2028 NW Berg Drive, Madras, OR 97741 (the "FBO").
- B. Vendor markets and distributes aviation fuels and similar products.
- C. The parties have agreed that Vendor will sell aviation fuels to City and City will purchase aviation fuels and similar products from Vendor in accordance with the terms and conditions of this Agreement.

AGREEMENT:

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

1. Scope. During the Term (as defined below), and subject to the terms and conditions of this Agreement, Vendor agrees to sell and City agrees to purchase all of City's requirements for the FBO for branded and unbranded aviation gasoline and jet fuel (collectively, "Product") exclusively from Vendor and that it will not purchase any such Products for the FBO from any other party except as otherwise provided herein. City may, in its discretion, purchase any other products offered for sale by Vendor and, in which case, such products will be included in the term "Product" and otherwise governed by this Agreement. City represents and warrants that all Product purchased hereunder will be for the purpose of operating the Madras Municipal Airport and that no Product purchased hereunder shall be used or sold for non-aviation use.

2. Pricing; Orders.

(a) Unless otherwise agreed in writing by the parties, the price for Product sold hereunder shall be as established by Vendor from time to time in its discretion on price sheets provided to City. Prices stated on price sheets shall be inclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees, but shall be broken down or otherwise list the information referenced in Exhibit A. Vendor may adjust its prices from time to time by providing City with an updated pricing sheet. Notwithstanding anything herein to the contrary, price changes will not take effect until

ten (10) days City's receipt of an updated pricing sheet and will not apply to any orders for Product made by City prior to the effective date of the price change.

(b) ~~Notwithstanding anything herein to the contrary, if, City can purchase Product of comparable quality and for a like use from a different vendor, (a) Vendor, upon presentation of satisfactory written evidence, will meet the lower prices during the time in which the lower prices are in effect, or (b) City will be permitted to purchase such comparable Product elsewhere during such time and City (or its designee) may fill all storage tanks or other storage receptacle with such comparable Product.~~

(c) City will place orders for Product on Vendor's standard purchase order form provided such form complies with this Agreement. In the event of any conflict between this Agreement and the purchase order form, this Agreement will control and City's execution of a purchase order containing any conflicting terms shall not be considered an amendment or waiver of this Agreement.

3. Product; Product Standard. Vendor represents and warrants to City that the Products sold hereunder will meet the highest standards prevalent in the industry or business most closely involved in providing the Product, will comply with all applicable legal requirements, and will otherwise meet the following requirements: Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D-1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision; and 100 low lead (LL) aviation gasoline produced by a refinery in the United States shall meet ASTM D-910, latest revision. Vendor represents and warrants to City that it has good title to the Product delivered hereunder, and Vendor represents and warrants to City that it has the right to sell such Product and will transfer and deliver such Product free from any restrictions, liens, conditions, encumbrances, and/or adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, VENDOR MAKES NO WARRANTIES OF ANY KIND TO CITY REGARDING THE PRODUCT SOLD HEREUNDER.

4. Payment Terms. Subject to the terms and conditions contained in this Agreement, payment by City shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days from City's receipt of invoice. Payments made with 15 days of City's receipt of invoice will be subject to a ^{.03 cpg on Jet}~~.05 cpg on Avgas~~ discount. Past due amounts shall be subject to a one-time late fee in the amount of five percent (5%) of the past due amount and will thereafter accrue interest at a rate of nine percent (9%) per annum, or the maximum rate permitted by applicable law, whichever is less. Any waiver by Vendor of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Vendor of its right to impose such charges on other or subsequent deliveries. Vendor reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further delivery of Product, and demand payment of all outstanding balances, if City fails to make any payment as herein provided, or if Vendor at any time deems itself insecure with regard to the creditworthiness or financial condition of City.

5. Duration and Renewal. Subject to the terms and conditions contained in this Agreement, this Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). City shall have the option to renew this Agreement for two (2) additional periods of one (1) year each (each a "Renewal Term"). City must exercise an option review by providing written notice of such exercise to Vendor no less than ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term.

6. Force Majeure. The performance of a party's obligations under this Agreement will be excused by delays that arise out of causes beyond the control, and without the fault or negligence of, such party, including, without limitation, acts of God, acts of federal, state, or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement; provided, however, in no event will the performance of a party's obligations under this Agreement be excused for delays resulting from (a) changes in economic or market conditions, (b) financial or internal problems of the party delayed, and/or (c) a party's inability to pay its financial obligations. If any such *force majeure* interruption occurs with respect to Vendor's supply which is not the fault of Vendor itself, Vendor may, with City's prior written consent, substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 3 above and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist. In the event that deliveries will be delayed for a time period that would cause service interruptions at the Airport, City can acquire Product from a third party without voiding this Agreement. City will not be liable for any breach of this Agreement for acquiring Product pursuant to this Section 6. City must provide bill of lading and quality tests documentation for any deliveries not obtained from Vendor.

7. Title and Risk of Loss. Subject to the terms and conditions contained in this Agreement, Vendor's liability relating to Product sold hereunder shall cease and title and risk of loss shall pass to City when said product passes the flange between Vendor's delivery line and City's designated storage tanks or is otherwise in the possession of City.

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

9. Deliveries. Vendor will make best efforts to deliver Product within five (5) business days after Vendor's receipt of City's purchase order for such Product. Deliveries shall be made within the usual business hours for FBO administrative staff. Vendor shall prepare and furnish City with copies of bills of lading and other shipping papers. Vendor

shall not be required to make deliveries into vehicles supplied by City unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Vendor from time to time. If deliveries are to be made into City's storage facilities, City shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Vendor with unimpeded and adequate ingress and egress twenty-four hours per day. All deliveries of Product shall be made by qualified personnel in industry-standard trucks, vehicles, and equipment maintained in accordance with industry standards and shall be in full bulk transport quantities. .

10. Taxes. All prices quoted in price sheets shall be U.S. Dollars (unless otherwise specified) and include all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"). City shall receive the benefit of any tax exemption or exception afforded to City as a governmental entity buyer and price sheets will certify that all applicable exemptions and exceptions have been factored into stated prices. To the maximum extent permitted by applicable law, Vendor will pay on behalf of City all Taxes included in the purchase price for Product and will indemnify City against any liability for such Taxes. Vendor's obligations under this Section 10 shall extend to any Taxes which are assessable against City as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Independent Contractor. In the performance of this Agreement, Vendor is engaged as an independent contractor. This Agreement does not create an agency relationship between City and Vendor and does not establish a joint venture or partnership between City and Vendor. Vendor does not have the authority to bind City or represent to any person that Vendor is an agent of City. Vendor has the authority to hire other persons to assist Vendor in performing its obligations under this Agreement (and has the authority to fire such persons).

12. Insurance. During the term of this Agreement, Vendor (and Vendor's carrier(s)) will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Vendor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (b) pollution liability insurance with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (c) comprehensive

automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Vendor in connection with Vendor's performance of its obligations under this Agreement with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and ~~(d) workers' compensation and employment liability insurance as prescribed by applicable law.~~ Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will contain a severability of interest clause, and will contain a provision that the insurance policy may not be cancelled without thirty (30) days' prior written notice to City. Vendor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Vendor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Vendor is required to obtain under this Agreement upon Vendor's execution of this Agreement and at any other time requested by City. If Vendor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Vendor upon City's demand. During the term of this Agreement, Vendor will require each carrier utilized by Vendor to deliver the fuel to City to obtain and maintain such levels of insurance as required under this Section 12, and such insurance will insure against all claims arising out of any environmental contamination caused by Vendor and/or such carrier at City's place of business caused by spills that occur during the delivery of fuel.

13. Indemnification. Vendor releases and will defend, indemnify, and hold City and City's present and future elected officials, officers, employees, contractors (other than Vendor), tenants, members, volunteers, representatives, and agents (collectively, "City's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) Vendor's and/or Vendor's directors, officers, employees, agents, representatives, invitees, volunteers, and/or contractors (collectively, "Vendor's Agents") acts and/or omissions, including, without limitation, Vendor's and/or Vendor's Agents operations at the Property; (b) Vendor's use of the Property and/or Equipment; (c) Vendor's maintenance, repair, use, and/or operation of the Shelter Services Center and/or Program; (d) Vendor's and/or Vendor's Agents use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property; and/or (e) Vendor's breach and/or failure to perform any Vendor representation, warranty, covenant, and/or obligation under this Lease. Vendor's indemnification obligations under this Section 13 will survive the expiration or earlier termination of this Lease. Any indemnification obligation on the part of the City to Vendor and to third parties shall be subject to the protections and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

14. Quality Control; Compliance With Laws; Authority.

(a) City shall maintain the quality of Vendor's aviation products and shall comply with any quality control procedures prescribed by Vendor and its supplier. In no event shall City permit automotive engine fuels or kerosene to be sold as Vendor's aviation

fuels or dispensed through equipment bearing Vendor's or its suppliers' insignia. City shall immediately report to Vendor any accident or incident involving a fueled aircraft.

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

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

15. Confidential Information. Vendor acknowledges that City is subject to Oregon Public Records law and that City cannot guarantee that any records transmitted from Vendor to City will not be subject to public disclosure. Notwithstanding the foregoing, City will make reasonable efforts to maintain confidentiality as requested by Vendor and provided Vendor clearly indicates the specific records or sections thereof for which confidentiality is sought. City makes no guaranty that submitted information will not be disclosed if required by law or if doing so is in the best interests of the public or the City.

16. Termination.

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

(b) Vendor may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving City thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and City fails to cure such breach within the applicable notice period: (i) City breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) City fails to pay to Vendor in a timely manner when due all

sums to which Vendor is legally entitled (whether or not such sums are owed under this Agreement); or (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by City of trademarks utilized by Vendor occur.

(c) City may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Vendor no less than thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and City fails to cure such breach within the applicable notice period: (i) Vendor breaches or defaults on any covenant, condition or other provision of this Agreement or any agreement executed pursuant to this Agreement; (ii) City fails to pay to Vendor in a timely manner when due all sums to which Vendor is legally entitled (whether or not such sums are owed under this Agreement); or (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by City of trademarks utilized by Vendor occur.

(d) City may terminate this Agreement, without cause, upon giving Vendor no less than ninety (90) days' prior written notice.

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

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

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

17. Allowances.

(a) (enter proposed allowances here for the City such as fuel trucks, equipment, etc.)

(b) (enter proposed allowances here for the City such as fuel trucks, equipment, etc.)

18. Miscellaneous.

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

above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally recognized overnight delivery service, or at the end of the fourth business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

(b) Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties. The parties agree to execute such additional documents as may be necessary to effectuate the purposes of this Agreement including, without limitation, any branding agreements provided such terms are reasonable to City in City's reasonable discretion. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

(c) No Conflict. Each of City and Vendor represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment. This Agreement may not be assigned by Vendor, either voluntarily, involuntarily, or by operation of law, without the prior written consent of City. As used herein, an assignment includes any transaction or conveyance in the equity interest of Vendor of fifty percent (50%) or more.

(e) Waiver. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(f) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Oregon without regard to conflict of laws provisions. Vendor hereby consents to the jurisdiction of any state or federal court situated in Jefferson County, Oregon and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions.

(g) Attorneys' Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or

petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

(h) Person; Interpretation. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

VENDOR

CityServiceValcon _____,
a LLC. _____ corporation

CITY

City of Madras,
an Oregon municipal corporation

By: Sawyer Silliker
Its: Regional Sales Manager

By: _____
Its: _____

Date: 4/26/2024

Date: _____

Exhibit A
Pricing Sheeting Cost Breakdown

Avgas Average Pricing as of April 15 th -April 21 st	
Weekly Market Rack Price for Portland, OR	\$4.50006
Mark Up (fixed) per Gallon (in cents)	\$0.15
Oregon Load Fee	\$10.00 per loading
Oregon Avgas Tax	\$0.11
Federal Oil Spill Liability	\$0.00214
Federal Excise Tax	\$0.193
Other Taxes or Fees	\$0.00505
Fixed Freight Cost per Gallon	\$0.1261
Freight Surcharge - Variable	\$0.0517
Total Cost Per Gallon	\$5.13805
Detention Fee (per hour)	\$75.00

Jet-A Average Pricing as of April 15 th -April 21 st	
Weekly Market Rack Price for Portland, OR	\$2.7346
Mark Up (fixed) per Gallon (in cents)	\$0.065
Oregon Jet Tax	\$0.03
Federal Oil Spill Liability	\$0.00214
Federal Excise Tax	\$0.243
Federal LUST Tax	\$0.001
Other Taxes or Fees	\$0.00405
Fixed Freight Cost per Gallon	\$0.1196
Freight Surcharge – Variable	\$0.0490
Total Cost Per Gallon	\$3.24839
Detention Fee (per hour)	\$75.00

RFP for City of Madras Fuel for Airport Evaluation and Scoring Sheet

EVALUATOR

Jeff Hurd

Scoring Criteria	AV Fuel	Firms	
		City Service Valcon	World Fuel
1. Professional Qulifications	5	15	15
2. Experience	5	10	15
3. Reputation and Performannce	10	10	10
4. Pricing information	20	25	30
5. Equipment and Materials	20	15	20
6.Contract and lease terms	10	10	0
TOTAL SCORE	70	85	90

EVALUATOR

Lorraine Martinelli

Scoring Criteria	AV Fuel	Firms	
		City Service Valcon	World Fuel
1. Professional Qulifications	13	15	14
2. Experience	13	15	13
3. Reputation and Performannce	8	9	9
4. Pricing information	25	20	28
5. Equipment and Materials	18	15	19
6.Contract and lease terms	8	8	8
TOTAL SCORE	85	82	91

EVALUATOR

Michele Quinn

Scoring Criteria	AV Fuel	Firms	
		City Service Valcon	World Fuel
1. Professional Qulifications	10	14	14
2. Experience	8	8	15
3. Reputation and Performannce	8	10	10
4. Pricing information	20	22	29
5. Equipment and Materials	18	16	19
6.Contract and lease terms	8	10	5
TOTAL SCORE	72	80	92

COMBINED SCORES	227	247	273
------------------------	------------	------------	------------

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Will Ibershof, City Administrator

Through: Will Ibershof, City Administrator

Subject: **DISCUSSION AND ENFORCEMENT OF THE CAMPING ORDINANCE.**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No action needed, discussion item.

OVERVIEW:

The council adopted Ordinance 976, establishing a camping ordinance. Since adoption, the staff was not enforcing it for a couple of reasons. First, the city did not have another place for them to go. Either a shelter or another place they could camp overnight. Secondly, the staff were not focusing resources cleaning up Willow Creek. The campers at Willow Creek have been there for over 3 1/2 years. During that time, a significant amount of material accumulated.

Most recently, the City Administrator asked staff to focus resources and close Willow Creek as a campsite and designate another site that was not near a waterway. As a result, staff removed 200,000 pounds of garbage and closed the camp. The waterway was contaminated and may still be today.

Staff designated a different location for individuals to camp overnight, as well as storage for their items.

All of these steps were in alignment with the camping ordinance, that outlines time, place, manner and storage,

STAFF ANALYSIS:

Tonight, staff wants to report on the progress and, more importantly, hear from the council on the steps staff will need to take to enforce the camping ordinance. Assuming, of course, that they want to enforce the ordinance. These steps range from hiring a second temp to work the three days a week that our Code Enforcement Officer is not working to additional effort from the police department.

To enforce the ordinance will take time and effort. The unhoused, are establishing camp sites in different parts of the community. To keep on top of it all will require work. Work the staff is willing to do.

Tonight, staff would like to hear from the council on the following items:

1. Does the council wish to continue the direction the City Administrator has set with the camping ordinance?
2. Does the council wish to wait until the US Supreme Court releases its decision in the next 60days to determine enforcement?
3. Does the council wish to allocate additional resources to this endeavor?

Your feedback on this important item is appreciated. It will help the City Administrator know if he is on the right path. Secondly it will help staff know that council supports the work to date and that they need to continue this important work.

FISCAL INFORMATION:

The city removed 148.5 tons of material and rented a couple pieces of equipment. The cost for the cleanup for May and June is \$20,370.78. This does not include the cost of establishing a new camp location.

SUPPORTING DOCUMENTATION:

Ordinance 976 for reference

STRATEGIC GOAL:

Goal #1. Beautification of the community.

ORDINANCE NO. 976

AN ORDINANCE OF CITY OF MADRAS ESTABLISHING CAMPING REGULATIONS AND A CAMPSITE REMOVAL POLICY.

WHEREAS, the City Council (the "Council") of City of Madras ("City") recognizes the competing concerns surrounding homeless individuals camping on public property within City's incorporated limits and desires to implement regulations to address these concerns; and

WHEREAS, ORS 195.530 requires that any city law that regulates the acts of sitting, lying, sleeping, and/or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner; and

WHEREAS, the Council and City staff solicited input concerning City camping regulations from members of the community, including interested stakeholders and organizations that assist low-income and/or homeless members of the community; and

WHEREAS, the Council has received valuable input from the community concerning the proposed camping regulations, including input from the Council appointed Homelessness Advisory Committee comprised of several members of the local community; and

WHEREAS, the Council held a work session concerning the proposed camping regulations on June 12, 2023. Council held a public meeting on June 27, 2023, at the City Hall at 125 SW E St, Madras, OR 97741 at 5:30 p.m. at which time and place all persons had an opportunity to appear and comment on the camping regulations; and

WHEREAS, the Council finds that the camping regulations and camping removal policy contained in the attached Exhibit A are in the public interest.

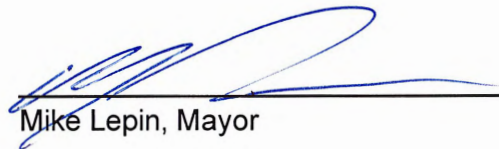
NOW, THEREFORE, THE CITY OF MADRAS ORDAINS AS FOLLOWS:

1. Findings. The above-stated findings are hereby adopted.
2. Purpose. The purpose of this Ordinance No. ___ (this "Ordinance") is to minimize any adverse public safety and health impacts of camping on City property while providing some areas of City property, in the absence of alternative forms of shelter, where homeless persons may rest and/or sleep.
3. Adoption of Camping Regulations. The Council hereby adopts the camping regulations and camping removal policy contained in the attached Exhibit A.
4. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this

Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 27th day of June, 20 23.

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


Mike Lepin, Mayor

ATTEST:

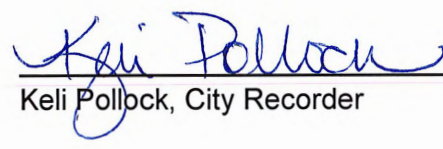

Keli Pollock, City Recorder

Exhibit A
Camping Regulations and Campsite Removal Policy

1. Purpose. The purpose of this Ordinance is to (a) maintain streets, parks, and other public areas within City in a clean, sanitary, and accessible condition, and (b) adequately protect the health, safety, and public welfare of the community by imposing time, place, and manner regulations that identify when, where, and how camping on City property is allowed.

2. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

“Alley” means a narrow way providing a means of public or private access to the back or side of a property which is not intended for general traffic circulation.

“Camp” or “camping” means to pitch, erect, create, use, and/or occupy camp facilities for the purpose of habitation, as evidenced by use of camp paraphernalia.

“Camp facility(ies)” include, without limitation, tents, huts, temporary shelters, lean-tos, shacks, and/or any other structures (or parts thereof).

“Camp paraphernalia” includes, without limitation, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, outdoor cooking devices, and/or similar equipment.

“Campsite” means any place where one or more persons have established living accommodations by use of camp facilities and/or camp paraphernalia.

“Established campsite” means a campsite in place for more than 24 hours.

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

“City property” means all real property, land, and public facilities owned, leased (either to City or by City), controlled, and/or managed by City.

“Fire District” means the Jefferson County Fire District.

“Multi-use pathway(s)” means pathway(s) and/or trail(s) intended for pedestrian and/or bicycle use.

“Personal property” means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.

“Public park” means all property owned or controlled by City which is operated for public use for recreational and/or open space purposes.

“Recreational fire” means a fire for the cooking of food, warmth, fellowship, and/or ceremonial purposes.

“Right-of-way” means streets, public utility easements, and/or other public rights-of-way.

“School” means public or private preschool, elementary school, middle school, high school, and/or other school attended primarily by children under 18 years of age.

“Sidewalk” means the portion of the street between the curblin and adjacent property line intended for use of pedestrians.

“Street” means any highway, lane, road, street, right-of-way, alley, and every way or place in City that is publicly owned or maintained for vehicular travel (whether improved or unimproved).

3. Place and Manner Regulations. Camping is permitted on City property subject to the place and manner regulations contained in this Ordinance.

3.1 Time Regulations. Except as expressly authorized by City’s municipal code, camping is prohibited on all City property from one hour after sunrise to one hour before sunset. During those times when camping is prohibited, all camp facilities and paraphernalia must be removed from City property.

3.2 Place Regulations. Unless otherwise specifically authorized by City’s municipal code or by declaration of the mayor and/or city administrator due to emergency circumstances, camping is prohibited on all City property except those areas located at Northwest Willow Creek Camping Area and 3rd St Camping Area, which areas are more particularly described and depicted on the attached Exhibit B. City may change and/or modify permissible locations for camping from time to time and at any time via Council resolution. City may require that persons camping on City property relocate within the same area or to other City property to permit cleaning, maintenance, rehabilitation, and/or repair of City property. Persons camping on City property must comply with all lawful City orders to relocate and must not interfere, impede, and/or obstruct any cleaning, maintenance, rehabilitation, and/or repair activities.

3.3 Manner Regulations. At times and locations where camping is permitted under this Ordinance, the following regulations apply: (a) camping in a manner that reduces the clear, continuous sidewalk or multi-use pathway width to less than four feet is prohibited; (b) at no time may camp facilities, whether constructed with plywood, wood materials, pallets, and/or other materials, be built or placed on City property by anyone other than, or as authorized by, the public entity that owns or controls the City property in question (tents and similar items used for shelter that are readily portable are not prohibited by this subsection); (c) individuals engaged in camping are allowed to use a sleeping bag, bedroll, and/or other material used for bedding purposes (e.g., materials used to keep warm and dry while sleeping are permitted provided any tent or tarpaulin used to keep warm and dry may not exceed 50 square feet in surface area); (d) a camp or camping must be limited within a spatial footprint of 150 square feet in surface area

(the intent of this subsection is to permit a person to sleep and maintain the essentials for living, while still maintaining the ability of everyone to use public spaces as designed and intended); (e) individuals may not accumulate, discard, and/or leave behind garbage, debris, unsanitary or hazardous materials, and/or other items of no apparent utility in a right-of-way, on City property, and/or on any adjacent public or private property; (f) open flames, recreational fires, burning of garbage, bonfires, and/or other fires, flames, and/or heating deemed unsafe by Fire District are prohibited (some cooking stoves and other means of keeping warm may be allowed if permitted by Fire District); (g) dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited (this includes, without limitation, storm drains which are not intended for disposal of gray water or black water); (h) unauthorized connections or taps to electrical or other utilities, or violations of building, fire, and/or other relevant codes or standards, are prohibited; (i) obstruction or attachment of camp materials or personal property to fire hydrants, utility poles, and/or other utility or public infrastructure, fences, trees, vegetation, vehicles, and/or buildings is prohibited; (j) storage of personal property, including, without limitation, vehicle tires, bicycles, and/or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, or other items or materials, is prohibited (other than what is related to camping, sleeping, or keeping warm and dry); (k) digging, excavation, terracing of soil, alteration of property or infrastructure, and/or damage to vegetation or trees is prohibited; and (l) all persons must comply with all City rules and/or policies concerning camping on City property. Notwithstanding anything contained in this Ordinance to the contrary, the city administrator may temporarily authorize camping and/or storage of personal property on City property by written order that specifies the period of time and location for the camping and/or storage under the following circumstances: (x) emergency circumstances; (y) in conjunction with a special event permit; and/or (z) upon finding it to be in the public interest and consistent with the Council's goals and policies.

4. Health and Safety Fee; Fines.

4.1 Health and Safety Fee. Any person who violates Section 3 of this Ordinance will first be subject to a health and safety fee in an amount not to exceed \$35.00. The purpose of the health and safety fee is to reimburse City for the expense of maintaining a healthy, safe, and organized community for the public.

4.2 Fines. A willful violation of Section 3 of this Ordinance carries a penalty of no more than \$250.00; the actual fine imposed will be determined at the discretion of the code enforcement officer, city administrator, or hearings officer. A violation is "willful" if the prohibited act or omission under Section 3 of this Ordinance occurs or continues after issuance of the health and safety fee. Each violation will constitute a separate offense. Continuing violations of the same offense will not constitute a separate offense for each day the violation occurs.

5. Campsite Removal – ORS 195.500-195.505.

5.1 Campsite Removal Policy. City recognizes the social nature of the problem of homeless individuals camping on City property. In accordance with ORS 195.500 – ORS 195.505, City has developed the campsite removal policy contained in this Section 5 to ensure the most humane treatment for the removal of homeless individuals from campsites on City property. Any City law and/or policy that offers greater protections to homeless individuals subject to removal from an established campsite supersedes contrary provisions of this Section 5.

5.2 Campsite Removal. Upon determination by enforcement personnel that a camp or camping in violation of this Ordinance has become an established campsite, or enforcement personnel determine a campsite otherwise in compliance with this Ordinance endangers the public health and safety, the campsite may be removed consistent with this Section 5. Upon a determination by enforcement personnel that a camp or camping in violation of this Ordinance is not an established campsite, the campsite may be removed without complying with the notice requirements under Section 5.3.

5.3 Notice Required. The following notice requirements apply to the removal and clearing of campsites: (a) notice is not required prior to removal and clearance of a campsite that is not an established campsite; and (b) at least 72 hours before removing individuals and personal property from an established campsite, law enforcement officials must post written notice, in English and Spanish, at all entrances to the campsite to the extent that the entrances can reasonably be identified. The written notice required under Section 5.3(b) must state or contain, at a minimum, the following: (x) where unclaimed personal property will be stored; (y) the telephone number that individual(s) may call to find out where personal property will be stored; or (z) if a permanent storage location has not yet been determined, the address and telephone number of an agency that will have the information when available. If a funeral service is scheduled with less than 72-hours' notice at a cemetery at which there is a campsite, or a campsite is established at a cemetery less than 72 hours before the scheduled service, the written notice required under Section 5.3(b) may be posted at least 24 hours before removing homeless individuals from the campsite.

5.4 Exceptions to Notice Requirements. Notwithstanding anything contained in this Ordinance to the contrary, the 72-hour notice required under Section 5.3(b) will not be applicable (i.e., will not be required) under the following circumstances: (a) when there are grounds for law enforcement officials to reasonably believe that illegal activities other than camping are occurring at an established campsite; (b) an exceptional emergency at an established campsite, including, without limitation, possible site contamination by hazardous materials, a public health emergency, and/or other immediate danger to human life or safety.

5.5 Local Agencies. When a 72-hour notice is posted under Section 5.3(b), law enforcement officials must inform the local agency that delivers social services to homeless individuals as to where the notice has been posted. The local agency may arrange for outreach workers to visit the campsite that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.

5.6 Personal Property.

5.6.1 All personal property at a campsite that remains unclaimed after removal/clearing, whether notice is required under this policy or not, must be given to (a) law enforcement official, (b) local agency that delivers social services to homeless individuals, (c) outreach worker, (d) local agency official, or (e) person authorized to issue a citation for unlawful camping under state law, administrative rule, or city or county ordinance.

5.6.2 Unclaimed personal property must be stored in a facility located in the same community as the campsite from which it was removed. Items that have no apparent value or utility or are in an unsanitary condition may be immediately discarded upon removal of the homeless individuals from the campsite. Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime must be given to or retained by law enforcement officials.

5.6.3 Unclaimed personal property removed from a campsite must be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined. Unclaimed personal property will be stored in a manner in which it is possible to identify the date the property was removed and location where the property was removed. Unclaimed personal property will be stored for a minimum of 30 days during which it must be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.

5.7 Policy Evaluation. Following the removal of homeless individuals from a campsite on City property, law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner and to determine if any changes to this policy are needed.

5.8 Prohibition on Citations in Limited Circumstances. A person authorized to issue a citation for unlawful camping under state law, administrative rule, and/or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of a notice required under Section 5.3(b) and within two hours before or after the notice was posted.


6. City Administrator Authority. The city administrator may adopt administrative rules to implement any provisions of this Ordinance.

7. Preemption. If and to the extent any provisions of City's municipal code conflict with any provisions of this Ordinance, the provisions of this Ordinance will control and supersede the conflicting provisions contained in City's municipal code.


Exhibit B
Camping Areas
[attached]







Exhibit B to Ordinance No.976





 The City of Madras uses GIS data in support of internal business functions and the public services it provides. GIS data may not be suitable for other purposes or uses. The requestor shall verify information derived from GIS data before making any decisions or taking any actions based on the information. The City of Madras shall not be liable for errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and relational accuracy of the data. The City of Madras assumes no legal responsibility for this information.


 NORTH
 1 inch = 250 feet
 N.Snead, City of Madras, 6/19/2023

<ul style="list-style-type: none">  Northwest Willow Creek Camping Area  3rd St Camping Area  City Property 	<ul style="list-style-type: none">  UGB  Taxlots  City Limits
---	---

CITY OF MADRAS
Request for Council Action

Meeting Date: June 25, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **SAIF WORKERS' COMPENSATION POLICY RENEWAL FOR 2024-2025**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve the Saif workers' compensation policy for 2024-2025 and pre-pay the premium for \$91,925.

OVERVIEW:

The Saif workers' compensation policy is renewed annually. The insurance agent, through Marsh McLennan, reported the city's payroll estimates are lower than prior year and that Saif had a pure rate decrease on several of the class codes that are applicable to the city operations.

STAFF ANALYSIS:

The 2023-2024 payroll estimates are used for the annual premium renewal and invoice for 2024-2025. The staff will submit actual payroll through June 30.

FISCAL INFORMATION:

The Saif premium \$91,925 for the fiscal year 2024-2025 and allocated to all personnel departments. The city is receiving a pre-payment credit of \$3,059.77.

SUPPORTING DOCUMENTATION:

Saif Policy for 2024-2025

STRATEGIC GOAL:



**Workers' compensation insurance proposal for
City of Madras**

Marsh McLennan Agency (Madras, OR)
Marsh & McLennan Agency LLC
P: 541.325.7247
F: 541.475.6842
madras@marshmma.com

June 12, 2024

CITY OF MADRAS
125 SW E ST
MADRAS, OR 97741-1346

MARSH MCLENNAN AGENCY (MADRAS, OR)
MARSH & MCLENNAN AGENCY LLC
212 SW 4TH ST STE 308
MADRAS, OR 97741-1331

SAIF policy: 14855
Policyholder: City of Madras

This business's workers' compensation policy with SAIF Corporation renews on July 01, 2024. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the Notice of Election before the effective date of July 01, 2024.

To renew or terminate waivers of subrogation

Indicate on the attached Waiver of Subrogation Report which waivers should remain and which should be terminated, then return this list by the fifth day of the renewal month. All waivers will be renewed and charged if the list is not returned by this date.

Prepay discount

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.00 percent discount is offered for annual prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount when the policy is bound and issued. The prepay discount does not change with adjustments in premium after the policy term is issued.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 25th day of the month preceding the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

Installment payment terms

Each installment will be the same amount based on the annual estimate divided into equal installments. Subsequent installments are due by the 25th day following the bill date of the installment.

Changes in your payroll or operations during the year can result in an adjustment to your policy premium. Please notify us of changes in your business to avoid a large reconciliation adjustment at the end of the year.

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to saif.com to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

SAIF adds interest at the rate of one percent per month to any past due balance.

Your final policy premium will be adjusted after you file your actual payroll on a report sent to you at the end of the policy period. To make it easy, SAIF will calculate the premium for you. You can file the report by going to **saif.com / Employer Guide / File a payroll report**, or you may return the completed report to SAIF. SAIF will notify you by invoice of the adjustment in your premium based on the actual payroll you reported for the policy period.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to **saif.com / Employer Guide/ Reporting payroll / Verifiable time records**.

Prevent jobsite injuries

Safety awareness and preparedness are key in preventing on-the-job injuries, which may keep workers' compensations costs down. Please go to **saif.com / Safety and health** and also the Oregon OSHA website at orosh.org to obtain valuable information to prevent injuries.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you. Please feel free to contact me whenever you need assistance.

Sincerely,

/s/ Jennifer Parsons
Underwriter
P: 503.373.8750
F: 503.584.8750
JENPAR@SAIF.COM

c: Marsh McLennan Agency (Madras, OR)

City of Madras
Premium estimate for Guaranteed Cost
Period: 07/01/2024 - 07/01/2025

Policy: 14855

Group: CIS - Services

Plan: Version #1 (1)

Rating period: 07/01/2024 to 07/01/2025
Location 1: City of Madras

Classification description	Class	Subject payroll	Rate	Premium
Tree/Shrub Prun/Trim-Above Grnd-Dr	0106	\$0.00	7.52	\$0.00
Street/Rd Const-Fnl Grad/Pve/Rep/Dr	5506	\$93,123.00	4.17	\$3,883.23
Chauffeurs & Helpers NOC-Comercial	7380	\$0.00	3.94	\$0.00
Aviation-All Other Employees & Dr	7403	\$23,524.00	2.96	\$696.31
Waterworks Operation-Dr	7520	\$368,425.00	1.95	\$7,184.29
Sewage Disposal Plant Oper-Dr	7580	\$0.00	1.9	\$0.00
Police Officers & Dr	7720	\$886,711.00	2.57	\$22,788.47
City/County-Veh/Equip Repr Shop-Dr	8380	\$69,658.00	1.81	\$1,260.81
Vol Plcmn @ 800/Mo Ea	8411	\$4,490.00	1.18	\$52.98
Office Clerical	8810	\$879,366.00	0.07	\$615.56
Attorney & Cler/Messenger/Dr	8820	\$1,650.00	0.07	\$1.16
Exhibition Operation And Dr	9016	\$0.00	2.01	\$0.00
Golf Courses-All Employees & Clerical, Salespersons, Drivers	9060	\$128,710.00	1.16	\$1,493.04
Park NOC-All Employees & Dr	9102	\$185,986.00	2.73	\$5,077.42
Municipal/Twn/Cnty/State Emp-NOC	9410	\$163,634.00	1.2	\$1,963.61
Total manual premium		\$2,805,277.00		\$45,016.88

Description	Basis	Factor	Premium
Waiver Of Subrogation	\$45,016.88	1.0025	\$112.54
Total subject premium			\$45,129.42

Description	Basis	Factor	Premium
Experience Rating	\$45,129.42	2.26	\$56,863.07
Total modified premium			\$101,992.49

Description	Basis	Factor	Premium
Pre-pay credit	\$101,992.49	0.97	-\$3,059.77
Total standard premium			\$98,932.72

Description	Basis	Factor	Premium
Oregon Total Premium			\$98,932.72
Premium Discount	\$98,932.72	0.158	-\$15,632.89
Terrorism Premium	\$2,805,277.00	0.005	\$140.26
Catastrophe Premium	\$2,805,277.00	0.01	\$280.53
DCBS Assessment	\$83,720.62	1.098	\$8,204.62
Total premium and assessment			\$91,925.24

City of Madras

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025

Group: CIS - Services

Policy: 14855

Plan: Version #1 (1)

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

The experience rating modifier is tentative.

Part Two coverage at limits of \$500,000/\$500,000/\$500,000

Policy Minimum Premium: \$500

Additional premium will be charged for the Waiver Of Our Right To Recover From Others Endorsement. For work subject to this endorsement, the maximum charge is one (1) percent of the manual premium.

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

Payroll Reporting Frequency: Annual

Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program): This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Quarterly claim evaluation.

City of Madras

Plan description for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 14855

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Installment payment terms

Each installment will be the same amount based on the annual estimate divided into equal installments. Subsequent installments are due by the 25th day following the bill date of the installment.

Changes in your payroll or operations during the year can result in an adjustment to your policy premium. Please notify us of changes in your business to avoid a large reconciliation adjustment at the end of the year.

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

SAIF adds interest at the rate of one percent per month to any past due balance.

Your final policy premium will be adjusted after you file your actual payroll on a report sent to you at the end of the policy period. To make it easy, SAIF will calculate the premium for you. You can file the report by going to **saif.com / Employer Guide / File a payroll report**, or you may return the completed report to SAIF. SAIF will notify you by invoice of the adjustment in your premium based on the actual payroll you reported for the policy period.

Prepay discount

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.00 percent discount is offered for annual prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount when the policy is bound and issued. The prepay discount does not change with adjustments in premium after the policy term is issued.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 25th day of month preceding the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

City of Madras

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 14855

Group: CIS - Services

Plan: Version #1 (1)

Agency: Marsh & McLennan Agency LLC
Producer: Marsh McLennan Agency (Madras, OR)

Total estimated premium and assessments: \$91,925.24

Payroll reporting frequency: Annual

Please visit **saif.com** and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

Initial installment due by 06/25/2024: \$91,925.24

I, the undersigned, as a legal representative of the Company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page with remittance. You may choose to pay online at saif.com, or write the quote or policy number indicated in this document on your check. Make check or money order payable to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**

SAIF use only	D: \$0	I: \$91,925	Lyn L Zielinski-Mills
Date received _____	Amount received _____	Check no. _____	
Bond Company _____	Bond no. _____		

City of Madras

Waiver of Subrogation Report

Period: 07/01/2024 - 07/01/2025

Policy: 14855

Underwriter: Jennifer J Parsons

Agency: Marsh & McLennan Agency LLC

Agent: 8549

Agent Signature: _____

Please check "Yes" to renew or "No" to cancel and return to underwriter.

Effective	Expiration	Waiver Description	Contractor Name	Contract Number	Type	Yes	No
07/01/2024	07/01/2025	WESTERN PETROLEUM CO	WESTERN PETROLEUM COMPANY	1	P	<input type="checkbox"/>	<input type="checkbox"/>

Total number of waivers on this policy: 1

Please return this form to SAIF Corporation by the 5th day of the renewal month. All waivers will be renewed and charged for unless we receive instructions to terminate them.

Partial waivers are .25 percent of policy manual premium, and full and contract waivers are 1 percent, subject to a maximum charge of 1 percent for the policy period.

Type code key

- P = Partial
- F = Full
- A = All contracts
- W = All written contracts
- T = Twenty day notice
- C = Construction agreement