



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, July 23, 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. Approve Minutes for July 10, 2024 MRC Work Session
2. Approve Minutes for June 25, 2024 MRC Meeting
3. MRC Vouchers June 2024

VII. Public Hearing

1. Ertle/Starbuck New Redevelopment Funding Request (2nd Hearing)
 - A. Chair Opens Hearing
 - B. Staff Report
 - C. Applicant Testimony
 - D. Proponent Testimony

- E. Neutral Testimony
- F. Opponent Testimony
- G. Applicant Rebuttal
- H. Commission Deliberation
- I. Chair Closes Hearing

Nicholas Snead, Community Development Director

- 2. Sagebrook Subdivision, Phases 1 & 2, HURD New Housing Development Assistance Funding Request

- A. Chair Opens Hearing
- B. Staff Report
- C. Applicant Testimony
- D. Proponent Testimony
- E. Neutral Testimony
- F. Opponent Testimony
- G. Applicant Rebuttal
- H. Commission Deliberation
- I. Chair Closes Hearing

Nicholas Snead, Community Development Director

VIII. Regular Agenda

- 1. Annual Assessment of MRC Programs
Nicholas Snead, Community Development Director
- 2. Madras Redevelopment Commission Engagement Letter for Audit of the Financial Statements.
Kate Knop, Finance Director
- 3. Update on MRC Property Disposition
Nicholas Snead, Community Development Director

IX. Additional Discussion

X. Adjourn Commission Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

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

IV. Amend or Accept Regular Agenda

V. City Council Consent Agenda

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

- 1. Approve Minutes for December 12, 2023 City Council Meeting
- 2. Approve Minutes for May 14, 2024 City Council Meeting

3. Capital Expenditures June 2024

VI. Public Hearing

1. CDBG Homeless Services Center Project - Close Out
 - A. Mayor Opens Hearing
 - B. Staff Report by Jeff Hurd, Public Works Director
 - C. Comments from the Public
 - D. Mayor Lepin Closes Hearing
 - E. No Action Required.

Jeff Hurd, Public Works Director

VII. Visitor Presentation(s)/Proclamations

1. Annual Insurance Presentation - Marsh McLennan

VIII. Regular Agenda

1. Public Works and Admin Fleet - Enterprise
Jeff Hurd, Public Works Director
2. DEQ Loan Agreement R62376 - Demers Pump Station
Jeff Hurd, Public Works Director
3. Demers Pump Station Design - Task Order 06-2024
Jeff Hurd, Public Works Director
4. Resolution 19-2024 - A Resolution Authorizing the Installation of Stop Signs
Jeff Hurd, Public Works Director
5. 2024 Street Paving Project
Jeff Hurd, Public Works Director
6. Airport Ground Lease - Second Amendment Bright Wood Corporation
Jeff Hurd, Public Works Director
7. Airport Ground Lease - L3Harris Technologies, Inc. for ADS-B Tower
Jeff Hurd, Public Works Director
8. Airport License Agreement - Central Oregon Airshow
Jeff Hurd, Public Works Director
9. Candidate Appointment to Planning Commission
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
10. Resolution 20-2024, A Resolution of the City of Madras adopting Code Enforcement Policies and Procedures Manual
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
11. Land Use Professional Services Contract
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
12. Discussion on Designating Willow Creek Camping Area as Open Space
Will Ibershof, City Administrator, Nicholas Snead, Community Development Director, Fatima Taha, Senior Planner

13. City of Madras Engagement Letter for Audit of the Financial Statements.
Kate Knop, Finance Director
14. City Vouchers - June 2024
Kate Knop, Finance Director
15. New City of Madras Airport Bank Account at First Interstate Bank
Kate Knop, Finance Director
16. New City of Madras Golf Course Bank Account at First Interstate Bank
Kate Knop, Finance Director
17. New City of Madras Payroll Bank Account at First Interstate Bank
Kate Knop, Finance Director
18. DEQ Loan Agreement R62377 - Industrial Pretreatment Program
Jeff Hurd, Public Works Director

IX. Department Reports / Committee Updates

X. Adjourn Council Meeting

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT GROUND LEASE**
Second Amendment - Bright Wood Corporation

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approve the Madras Municipal Airport second amendment five year ground lease with Brightwood Corporation.

OVERVIEW:

While reviewing the Airport lease agreements staff realized that the lease agreement for the Bright Wood ground lease had expired October 2023. Staff contacted Bright Wood to inquire if they were still interested in retaining the lease agreement.

The airport ground lease (non-aeronautical use) has the following major terms proposed:

Bright Wood Ground Lease

Year	Acres Leased	Annual Base Rent	Base Rent per Month
July 1 -2024 through June 30, 2025	1.29	\$8,105.48	\$675.46
July 1 -2025 through June 30, 2026	1.29	\$8,348.65	\$695.72
July 1 -2026 through June 30, 2027	1.29	\$8,599.11	\$716.59
July 1 -2027 through June 30, 2028	1.29	\$8,857.08	\$738.09
July 1 -2028 through October 1, 2028	1.29	\$9,122.79	\$760.23

STAFF ANALYSIS:

Bright Wood Corporation has reviewed the lease and would like to continue using the property for loading rail cars. Staff is recommending that Council approve the five-year ground lease with Bright Wood. Even though the lease was expired, Brightwood has been been paying the lease payment each month and is current.

FISCAL INFORMATION:

NA

SUPPORTING DOCUMENTATION:

Bright Wood - Second Amendment

STRATEGIC GOAL:

SECOND AMENDMENT OF GROUND LEASE

This Second Amendment to Ground Lease (this "Amendment") is dated July 1, 2024 (the "Effective Date"), between City of Madras ("Lessor"), an Oregon municipal corporation, whose address is 125 SW "E" Street, Madras, Oregon 97741 and Bright Wood Corporation ("Lessee"), an Oregon corporation, whose address is PO Drawer 828, Madras, Oregon 97741.

RECITALS:

A. Landlord, Jefferson County ("County"), a political subdivision of the State of Oregon, and Lessee's predecessor in interest, Mid-Columbia Lumber Products, Inc. ("MCLP"), an Oregon corporation, entered into a certain Ground Lease (Bare Land) dated September 16, 2003, concerning Landlord's lease of the Premises to MCLP (the "Master Lease"). The Master Lease was amended or supplemented by the following: (a) a certain Addendum to Ground Lease dated October 28, 2003 between Landlord, Jefferson County, and MCLP (the "Addendum"); (b) Landlord's Consent to Amendment of Lease dated December 12, 2006 (the "Consent"); (c) a certain Amendment to Ground Lease dated effective January 9, 2018 between Landlord and Lessee (the "First Amendment"); and (d) a certain Assignment and Assumption of Lease dated effective June 1, 2020 (the "Assignment"). For purposes of this Amendment, the term "Lease" means the Master Lease, Addendum, Consent, First Amendment, and Assignment. Unless defined elsewhere in this Amendment, capitalized terms contained in this Amendment have the meanings assigned to them in the Lease.

B. The Lease expired as of October 1, 2023 (the "Expiration Date") when Tenant failed to exercise the final option to renew.

C. Lessor and Lessee desire to amend the Lease to extend the term for five (5) years commencing from the Expiration Date.

AGREEMENT:

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

1. Renewal. The parties agree that the term of the Lease is hereby extended from the Expiration Date until September 30, 2028 (the "Extended Term").

2. Terms and Conditions. The terms and conditions of the Extended Term are the same as the Lease except that Tenant will pay monthly Base Rent will be as follows:

October 1, 2023, through June 30, 2024	\$655.78
July 1, 2024, through June 30, 2025	\$675.46
July 1, 2025, through June 30, 2026	\$695.72
July 1, 2026, through June 30, 2027	\$716.59
July 1, 2027, through June 30, 2028	\$738.09
July 1, 2028, through September 30, 2028	\$760.23

3. Miscellaneous.

3.1 Governing Law; Venue. This Amendment 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 Amendment. Any action or proceeding arising out of this Amendment 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.

3.2 Miscellaneous. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed or emailed facsimile transmission, will be the same as delivery of an original. This Amendment is hereby made part of the Lease. The provisions of the Lease that are not amended by this Amendment remain unchanged and in full force and effect. Except as specifically modified by this Amendment, Lessee affirms and reaffirms all its obligations under the Lease. The parties' execution of this Amendment will not be construed as an actual or implied waiver of any condition or obligation contained in the Lease. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to any restrictions on assignment or transfer contained in the Lease.

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

LESSEE:
City of Madras,
an Oregon municipal corporation

LESSEE:
Bright Wood Corporation,
an Oregon corporation

By: _____
Its: _____

By: _____
Its: _____

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT GROUND LEASE - L3HARRIS TECHNOLOGIES, INC.**
Renewal of ADS-B Ground Lease

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the Airport Ground Lease between the City and L3Harris Technologies, Inc. for the ADS-B Tower

OVERVIEW:

L3 Harris Technologies has a contract with FAA to operate and maintain ADS-B towers throughout the country. The lease's initial term is for 5 years with options for 4 additional 5 year term renewals. The rent proposed is \$100 per month for a 625 sf lease area with a 3% per year increase in rent.

STAFF ANALYSIS:

In October 2009, L3Harris Technologies (known as ITT Corporation) entered into a lease agreement with the City to construct, operate, and maintain an ADS-B tower at the Airport. The lease is set to expire on September 30, 2025. L3Harris Technologies contacted the Public Works Director asking if the City was still interested in having the tower on the property and if it would be willing to execute a new lease. The ADS-B tower is an important airplane tracking device utilizing radio waves to track current position, altitude, and speed. There are 3 ADS-B towers in Central Oregon (Bend, Mitchell, and Madras).

The Airport Manager and Public Works Director both agree this is an important tool that the City should consider keeping. There is no cost to the City and the rent for the ground lease is \$1200 per year with a 3% escalator clause.

FISCAL INFORMATION:

Rent beginning October 1, 2025 is \$100 per month with a 3% annual increase.

SUPPORTING DOCUMENTATION:

ADS-B WAM Radio Site Facility and Tower Lease Agreement

STRATEGIC GOAL:

**ADS-B WAM RADIO SITE
FACILITY & TOWER LEASE AGREEMENT**

This Lease Agreement (the “Agreement”) is made between the City of Madras, a municipality of the State of Oregon, herein called “Lessor”, and **L3Harris Technologies, Inc.**, a Delaware corporation, acting solely and exclusively through its Mission Networks sector, herein called “Lessee” on July 24, 2024.

The purpose of this Agreement is to support Lessee’s efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). Furthermore, this agreement is to support the Lessee’s efforts under its Surveillance and Broadcast Services II Prime Contract (the “**SBS II Contract**”) with an anticipated award date to L3Harris of October 1, 2025.

Any “Exhibit” referenced herein and attached hereto is hereby incorporated in its entirety into this Agreement.

Lessor hereby leases to Lessee the premises described at *Exhibit A*, upon the following TERMS and CONDITIONS:

1. **Initial Lease Term.** Lessor demises the above premises to Lessee for a term of five (5) years (the “Initial Lease Term”), commencing on October 1, 2025 , and terminating five (5) years after the commencement of the term, except as otherwise provided herein.
2. **Renewal Terms.** Lessee shall have the option to renew the Agreement for four (4) additional terms of five (5) years each (the “Renewal Term”). All of the terms and conditions of the Agreement shall apply during the Renewal Term. Unless notice is given by Lessee to Lessor thirty (30) days prior to expiration of the then current term, the Agreement will automatically renew for an additional Renewal Term.
3. **Rent.** The monthly rent of One Hundred Dollars and No Cents (\$100.00) is payable by Lessee to Lessor on the first day of each month during the term of this Agreement. All rental payments shall be made to Lessor, at the address specified herein or as otherwise agreed to between the parties The first month’s rate shall be prorated, as required.
4. **Rent Increases.** The monthly rent will increase at a rate of three percent (3%) on an annual basis beginning on the first full month after the first anniversary of the commencement date.
5. **Public Utilities.** Lessee is responsible for the provision of any and all required electrical power and/or telecommunications services to the premises for the term of this

Agreement, unless otherwise specified in this Agreement.

6. **Invoicing.** Lessee shall make payments of the monthly rent without the need for an invoice. Other payments due, if any and as specified herein, shall be paid by Lessee to Lessor within thirty (30) days after Lessee's receipt of a proper invoice for same. Invoices required hereunder shall be on Lessor's official letterhead and shall include Lessee's purchase order number, if provided by Lessee, and a certification that the invoice is true and accurate. Invoices shall be submitted by Lessor to Lessee at the following address, along with a copy sent electronically to Lessee's ADS-B contact identified below:

Invoice Address:

L3Harris Technologies, Inc.
2235 Monroe Street, 5th floor
Herndon, VA 20171
Attn: Jennifer Banasik:
Jennifer.Banasik@L3harris.com

Lessee may from time to time designate any other address for this purpose by giving written notice to Lessor.

7. **Termination.**

Lessee shall not be liable for any payments that exceed the written notice period for Termination as set forth below in subsections (a) through (h).

- a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default, or other extended period as agreed to by the Parties.
- b. **Termination due to Eminent Domain.** If the premises or any part thereof materially affecting Lessee's use of the premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by Lessee and for moving expenses.
- c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the premises during the term hereof due to fire or any other cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such destruction shall not terminate this Agreement, except that Lessee shall be entitled to a

proportionate reduction of rent while such repairs are being made, based upon the extent to which such destruction or resultant repairs interferes with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may terminate this Agreement.

- d. **Termination due to Environmental and Structural Evaluation.** Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor if Lessee determines through environmental study or structural analysis that the premises is not acceptable for use by Lessee or able to accommodate Lessee equipment.
 - e. **Termination due to Governmental Permits.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor if any governmental approval, authorization, or permit required to install at or operate from the premises is denied, delayed, or revoked after diligent effort by Lessee to attain and maintain such approval, authorization, or permit. Lessor shall cooperate with Lessee in attaining any required approvals, authorizations, or permits.
 - f. **Termination due to Federal Prime Contract.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the Lessee's Prime Contract with the FAA is terminated, discontinued, or modified in any way that would eliminate the Lessee's need for this Agreement.
 - g. **Termination due to System Performance.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the premises is determined, at the sole discretion of Lessee, (i) not to provide satisfactorily efficient and effective air traffic coverage, (ii) electrical power, telecommunications, maintenance access, or related availability factors at the premises proves unacceptable for the purpose of Lessee's equipment, or (ii) Lessee's equipment performance has been materially and adversely affected as a result of any man-made obstructions or interference from other users.
 - h. **Termination for Convenience.** Either Lessor or Lessee may terminate this Agreement without cause upon three-hundred and sixty-five (365) days written notice to the other.
8. **Quiet Enjoyment.** Lessor warrants that it has good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend Lessee's use and enjoyment of said premises against third party claims.
9. **Use of Premises.** Lessee shall use and occupy the premises for the purpose of operating a communications site. The premises shall be used by Lessee for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall be permitted to change to other type antennas, antenna mountings, or transmission lines that have approximately the same effect on the tower structure load, and approximately the same effect with respect to material interference to other users of antennas located on the

tower. In the event that these changes require an updated stress load analysis to be performed, Lessee agrees to pay the cost of having it performed by a qualified Professional Engineer. In the event that the Lessee requires additional antennas, transmission lines, and related mounting hardware to be added to the tower structure in the future, Lessee agrees to provide an updated stress load analysis performed by a qualified Professional Engineer. In any event, such proposed changes or alterations will only be commenced with advance notice and permission in writing from Lessor, which shall not be unreasonably withheld. Any rent adjustment related to additional Lessee antennas or transmission lines shall be negotiated in good faith by the Parties.

10. **Interference with Radio Site Operations.** Lessor agrees not to erect or allow to be erected any structure or obstruction taller than fifty (50) feet or closer than ten (10) feet to the fenced compound, on that portion of the Property adjacent to the Lessee's leased area that may interfere with the operation of the ADS-B antenna facilities installed by Lessee without the prior written consent of Lessee (such consent not to be unreasonably withheld, conditioned or delayed). Lessee agrees to promptly respond to any request for consent by Lessor (and in no event less than thirty (30) calendar days following receipt of such request). Lessee and Lessor shall work together in good faith to evaluate any potential interference with the ADS-B antenna facilities. Lessor shall use commercially reasonable efforts not to interfere with the operation of the ADS-B antenna facility during any new construction.
11. **Entry and Inspection.** Nothing in this Agreement shall limit the rights of Lessor to enter upon the property or facility in which the leased premises are located, or authorize others to do so, for any purpose that does not materially interfere with Lessee operations from the premises.
12. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessee shall comply with all regulations of the FCC pertaining to Lessee's use of the premises.
13. **Taxes.** All equipment attached to or otherwise brought onto the site by Lessee shall at all times be deemed to be Lessee's personal property. Lessee shall pay directly to the taxing authority any personal property taxes which may be assessed with respect to such equipment.
14. **Insurance.** Lessee shall maintain in full force during the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

- b. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

15. **Indemnification.** To the extent permitted by law, the Parties each indemnify and defend the other against and hold the other harmless from any and all direct costs, claims, damages, expenses, or causes of action which arise out of this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, LESSEES' EQUIPMENT OR THE PREMISES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVER OF DAMAGES CONTAINED IN THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

16. **Limitation of Liability.** Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages no greater than the sum of the payments made under this Agreement over the previous twelve months.

17. **Hazardous Substance.** The parties agree that the premises shall be maintained in compliance with all local, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances.

Lessee agrees to save and hold Lessor harmless from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises directly attributable to actions of Lessee.

18. **Material Interference.** In the event that Lessor shall conclude that any changed circumstances or condition related to use by Lessee of the premises has resulted in material interference generated by the actions of, or equipment owned or operated by Lessee, to the licensed broadcast activity or the signal transmissions of Lessor or other tenant's signal transmissions, Lessor may notify Lessee and Lessee shall forthwith, and upon FCC approval (if required), take expedited action, remedy or prevent such interference, or conduct such testing as may be required to verify that Lessee's equipment is in operational compliance with FCC regulations and Lessee's FCC licenses.

Lessee's rights in and to use of the premises shall be subject to Lessor's right to use and to permit others to use the premises as is reasonably required by such others for such other purposes as Lessor may permit, except for those portions of the premises exclusively reserved for use by Lessee. Lessor agrees not to enter into a future lease of any space on the premises which would materially interfere with the broadcast activity or the signal of Lessee, and to include in each future lease of any space on the premises a provision addressing any interference by such tenant with the broadcast activity or signal of Lessee, in substantially the same form as that set forth above.

Subject to FCC rules and regulations and other applicable law, priority protection from interference between multiple licensed users shall be based on the accepted industry standard in establishing the priority of occupancy of each user to another user of the tower. Each licensed user's priority shall be maintained so long as the licensed user does not materially change the equipment and/or frequency that it is entitled to use on the tower at the time of its initial occupancy.

19. **Notices and Demands.** All notices, demands or requests which may be given by any Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date delivered in person, or three (3) business days after the date deposited, postage prepaid, in the United States mail via certified mail return receipt requested, and addressed as follows, or at such other places as may be designated by the Parties from time to time:

When to Lessor:

City of Madras
Attn: Airport
125 SW E St
Madras OR 97741
(541) 475-2344
airport@cityofmadras.us

When to Lessee:

L3Harris Technologies Inc.
2235 Monroe Street, 5th floor
Herndon, Virginia 20171
Attn: Jennifer Banasik
Jennifer.Banasik@L3harris.com

20. **Contract Disputes.** This Agreement shall be governed by the laws of the state in which the premises are located, regardless of its choice of law provisions.
21. **Assignment and Subletting.** Lessee shall not have the right to assign this Agreement or sublet any portion of the premises without the prior consent of the Lessor, which shall not

be unreasonably withheld, conditioned, or delayed. The foregoing shall not apply if the Mission Networks business unit is acquired in its entirety; under such circumstances consent would not be required.

22. **Successors.** The terms and provisions of this Agreement and the conditions herein bind the Lessor and the Lessor’s administrators, successors, and assigns. The terms and provisions of this Agreement and the conditions herein bind Lessee and Lessee’s heirs, executors, administrators, successors, and assigns.

23. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

In witness whereof, the Parties have executed this Agreement by their duly authorized officers or representatives as of the date shown below.

LESSOR:

LESSEE: L3Harris Technologies, Inc.

By: _____

By: **Andres Arias**
Digitally signed by Andres Arias
DN: cn=Andres Arias, o=Andres Arias, c=US, United States, +US
United States, ou=L3HARRIS ou=SAS Procurement - ECMP
e=andres.arias@l3harris.com
Reason: I am the author of this document
Location:
Date: 2024-07-09 12:29:04-00

Title: _____

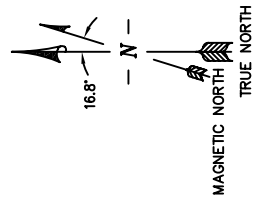
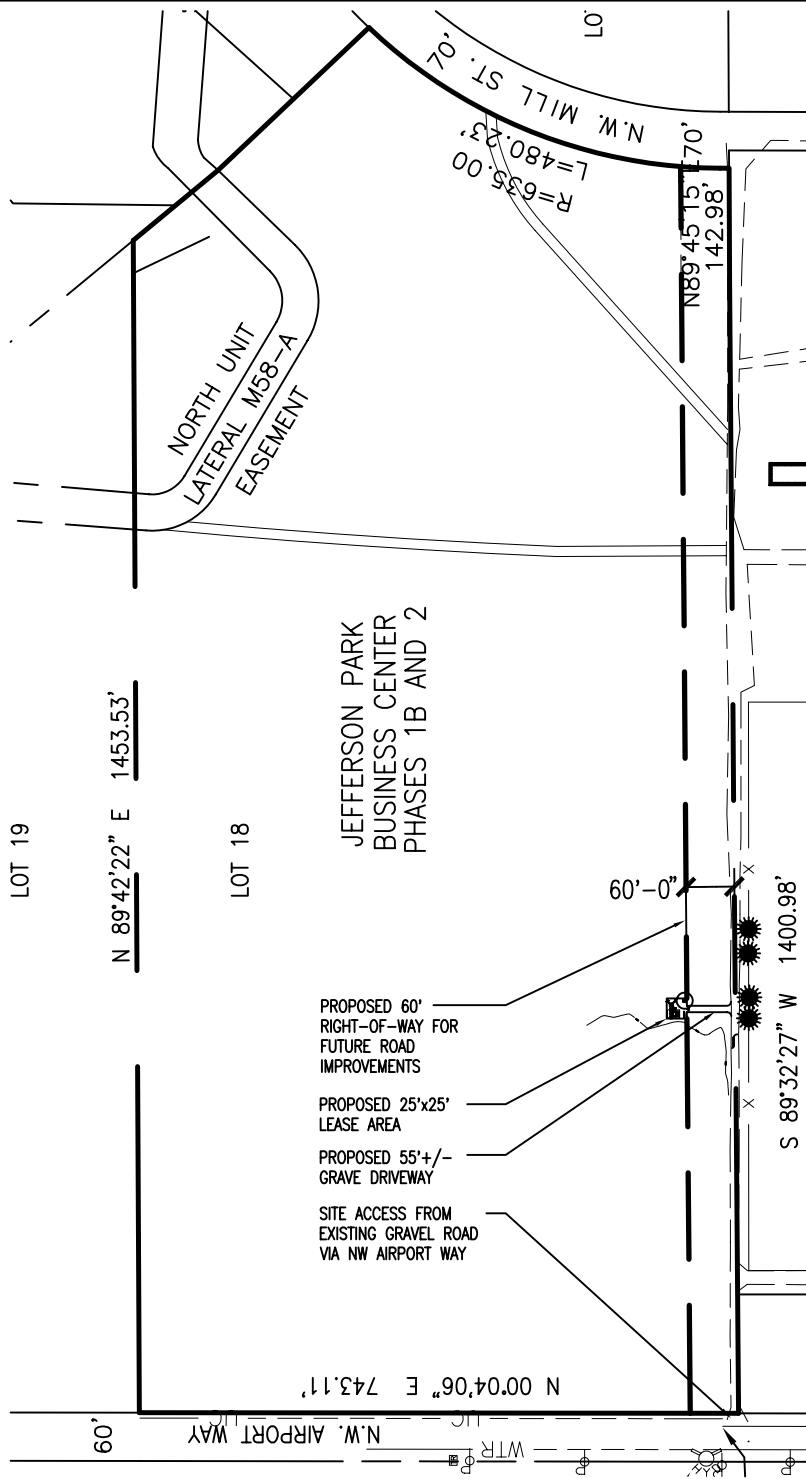
Title: Subcontract Manager

Date: _____

Date: 7/9/2024

**EXHIBIT A
(Attached)**

Exhibit "A"



OVERALL SITE AREA
NOT TO SCALE

PREPARED BY:

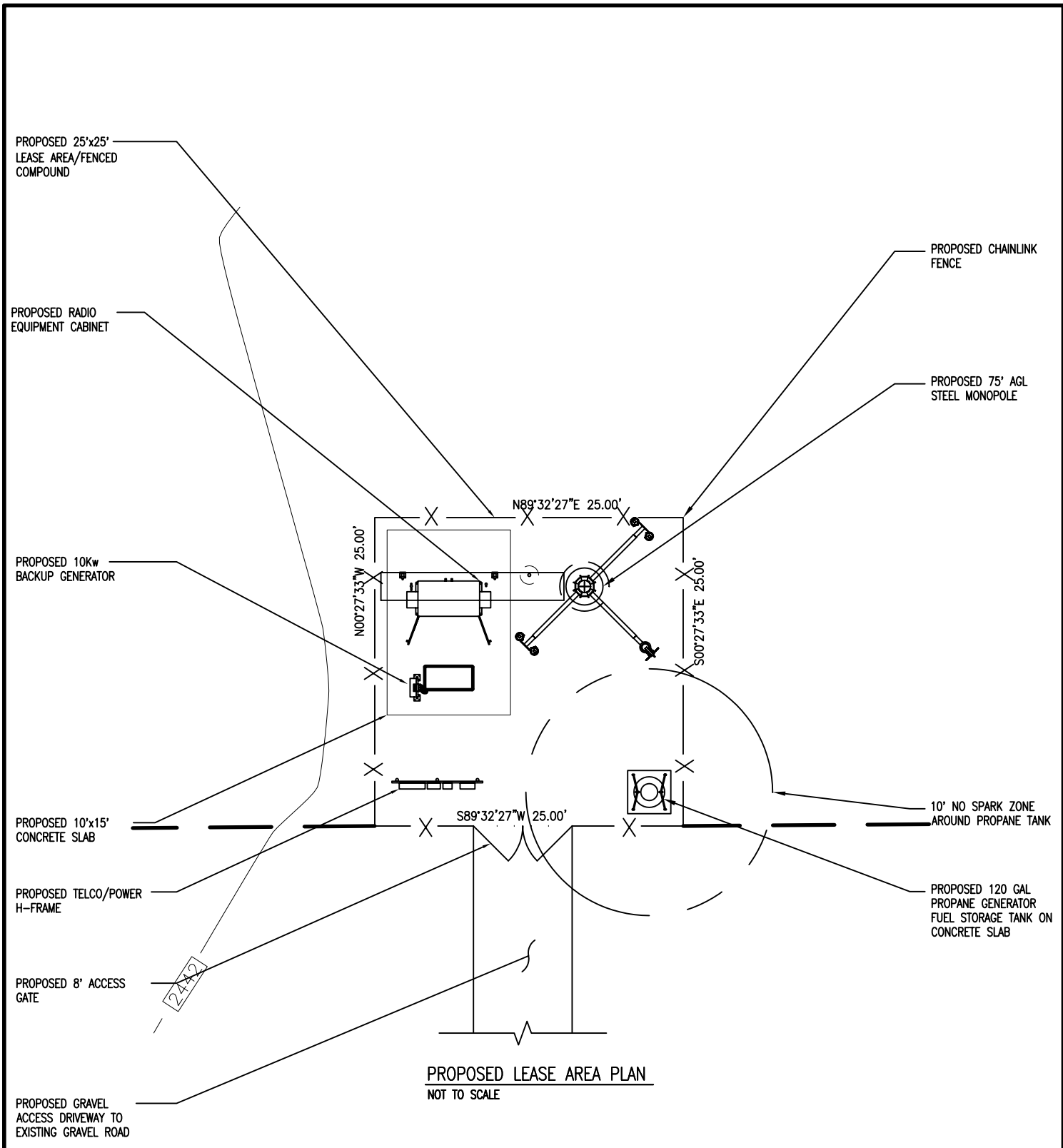
CSA
CONSULTING ENGINEERS
2895 BEAVERCREEK ROAD
OREGON CITY, OREGON 97045
(503) 228-3848

SITE OWNER APPROVAL:

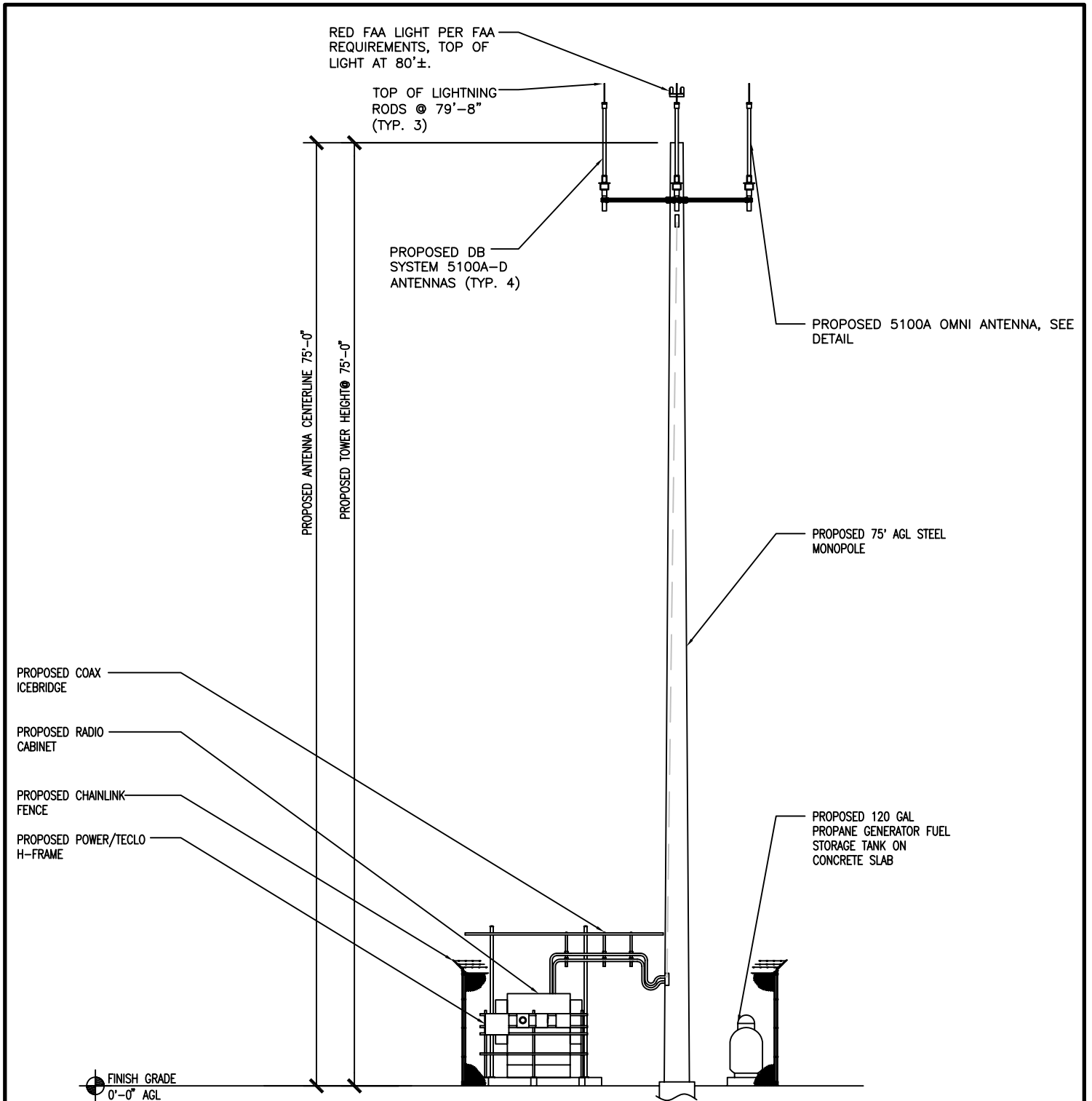
SIGNATURE

DATE


			ITT SITE NAME:	MADRAS AIRPORT
			ITT SITE ID:	SV174-09
1	9/21/2009	SITE REVISE	JJC	
0	9/09/2009	LEASE EXHIBIT	JJC	GROUND SPACE OWNER: ITT
NO.	DATE	DATE	BY	
DRAWN BY:		A. INGMAN		
CHECKED BY:		J. CRAIG		
DATE		9/09/2009		
SITE ADDRESS:		TAX LOT# 1200 MAP 10S13E26 MADRAS, OR 97741		
LATTITUDE:		44° 40' 00.42" N		
LONGITUDE:		-121° 08' 48.70" W		
CSA JOB #	10791			



PREPARED BY: 2895 BEAVERCREEK ROAD OREGON CITY, OREGON 97045 (503) 228-3848	SITE OWNER APPROVAL: _____ SIGNATURE			ITT SITE NAME: MADRAS AIRPORT		
				ITT SITE ID: SV174-09		
		1	9/21/2009	SITE REVISE	JJC	
		0	9/09/2009	LEASE EXHIBIT	JJC	GROUND SPACE OWNER: ITT
		NO.	DATE	DATE	BY	
		DRAWN BY:		A. INGMAN		
		CHECKED BY:		J. CRAIG		
		DATE		9/09/2009		SITE ADDRESS: TAX LOT# 1200 MAP 10S13E26 MADRAS, OR 97741
		CSA JOB #		10791		LATITUDE: 44° 40' 00.42" N LONGITUDE: -121° 08' 48.70" W



PROPOSED LEASE AREA ELEVATION
NOT TO SCALE

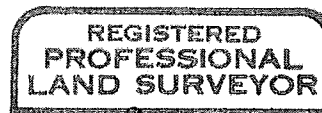
PREPARED BY:  2895 BEAVERCREEK ROAD OREGON CITY, OREGON 97045 (503) 228-3848	SITE OWNER APPROVAL: SIGNATURE _____ DATE _____			ITT SITE NAME: MADRAS AIRPORT		
				ITT SITE ID: SV174-09		
		1	9/21/2009	SITE REVISE	JJC	
		0	9/09/2009	LEASE EXHIBIT	JJC	GROUND SPACE OWNER: ITT
		NO.	DATE	DATE	BY	
		DRAWN BY:		A. INGMAN		
		CHECKED BY:		J. CRAIG		
		DATE		9/09/2009		SITE ADDRESS: TAX LOT# 1200 MAP 10S13E26 MADRAS, OR 97741
		CSA JOB #		10791		LATITUDE: 44° 40' 00.42" N LONGITUDE: -121° 08' 48.70" W

LEASE EXHIBIT

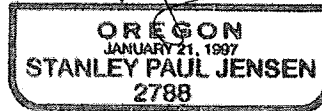
December 3, 2009

A PORTION OF LOT 18, JEFFERSON PARK BUSINESS CENTER PHASES 1B AND 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N89°32'27"E 515.00 FEET AND N00°04'06"E 60.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 18; THENCE S89°32'27"W 25.00 FEET; THENCE N00°27'33"W 25.00 FEET; THENCE N89°32'27"E 25.00 FEET; THENCE S00°27'33"E 25.00 FEET BACK TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON. CONTAINING 625 SQUARE FEET.



Stanley Paul Jensen



RENEWAL DATE 06-30-2011

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **CENTRAL OREGON AIRSHOW AIRPORT LICENSE AGREEMENT**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the Madras Municipal Airport - First Amended and Restated Airshow License Agreement

OVERVIEW:

The attached Airshow License Agreement revises and updates the agreement to change the following:

- Updates the address of the Central Oregon Airshow to its current business location
- It allows the Airshow to occupy the Airport beginning Sunday prior to the event through the Monday following the event. The previous agreement was Wednesday through Monday.
- Including leasing the 1,500 square foot office space on the east side of the North Hangar to the Airshow.
- Including defining a storage location with the SRE fenced lot for Airshow equipment.
- Changes the agreement to a 5-year agreement.

STAFF ANALYSIS:

Central Oregon Airshow, who puts on the Airshow of the Cascades, approached staff with the desire to lease the office space behind the North Hangar. Prior to the FBO change, the space was used as storage for Berg Air, LLC. Central Oregon Airshow wishes to lease the space at \$1.00 per year for their place of business and apply for grants to renovate the space to a WWII decor. The staff is amenable to the request, but in addition to leasing the space, they are requesting Central Oregon Airshow store equipment that is airside now, within the fenced yard directly north of the SRE Building.

Central Oregon Airshow is agreeable to the terms of the license as well as City staff.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Madras Municipal Airport - First Amended and Restated Airshow License Agreement

STRATEGIC GOAL:

MADRAS MUNICIPAL AIRPORT – FIRST AMENDED AND RESTATED AIRSHOW LICENSE AGREEMENT

This Madras Municipal Airport – First Amended and Restated Airshow License Agreement (this “Agreement”) is dated July 23, 2024, but made effective for all purposes as of the Effective Date, and is entered into between Central Oregon Airshow, Inc. (“Corporation”), an Oregon nonprofit corporation, whose address is 380 S. Fifth Street, Suite 224, Madras, Oregon 97741, and City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741.

RECITALS:

A. City and Corporation are parties to a certain Madras Municipal Airport – Airshow License Agreement dated effective August 15, 2016 (the “Original Agreement”). Pursuant to the Original Agreement, City granted Corporation a revocable license to organize and operate the Event at, on, and above the Property.

B. City and Corporation desire to amend and restate the Original Agreement in its entirety by the parties’ execution of this Agreement.

AGREEMENT:

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

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Revocable Licenses.

2.1 Non-Exclusive, Revocable Airport License. Subject to the terms and conditions contained in this Agreement, during the term of this Agreement, City will provide Corporation a non-exclusive revocable license to use the Property for the Event (which includes Event preparation and clean-up/tear down) for the period commencing at 8:00 a.m. on the Sunday immediately preceding commencement of the Event and ending at 11:59 p.m. on the Monday immediately following conclusion of the Event (each calendar year). Corporation will use the Property for the Permitted Use and no other purposes. In consideration of the license granted to Corporation under this Section 2.1, Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the license fee, Corporation will pay all costs and expenses related to or concerning Corporation’s operation of the Event.

2.2 Revocable, Limited Vehicle License. Subject to the terms and conditions contained in this Agreement, City will provide Corporation a revocable, limited license to use the Vehicle for the Event for the period commencing at 8:00 a.m. on the Sunday immediately preceding commencement of the Event and ending at 11:59 p.m. on the Monday immediately following conclusion of the Event each calendar year (provided City first receives the Vehicle from Jefferson County for the Event in the applicable year). Corporation will use the Vehicle for the Permitted Use and no other purposes. In consideration of the license granted to Corporation under this Section 2.2, Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the license fee, Corporation will pay all costs and expenses related to or concerning Corporation’s use and operation of the Vehicle.

2.3 Revocable, Limited Hangar License. Subject to the terms and conditions contained in this Agreement, City will provide Corporation a revocable, limited license to use the North Hangar for the Event for the period commencing at 8:00 a.m. on the Sunday immediately preceding commencement of the Event and ending at 11:59 p.m. on the Monday immediately following conclusion of the Event each calendar year. Corporation will use the North Hangar for the Permitted Use and no other purposes. In consideration of the

license granted to Corporation under this Section 2.3, Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the license fee, Corporation will pay all costs and expenses related to or concerning Corporation's use and occupancy of the North Hangar.

2.4 Revocable, Limited Office License. Subject to the terms and conditions contained in this Agreement, during the term of this Agreement, City will provide Corporation a revocable, limited exclusive license to use the Hangar Office for the Event. Corporation will use the Hangar Office for the Permitted Use and no other purposes. In consideration of the license granted to Corporation under this Section 2.4, Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the license fee, Corporation will pay all costs and expenses related to or concerning Corporation's use and occupancy of the Hangar Office.

2.5 Revocable, Limited Storage License. Subject to the terms and conditions contained in this Agreement, during the term of this Agreement, City will provide Corporation a revocable, limited license to use a City-designated portion of the fenced storage area located north of the Airport's SRE building (the "Storage Area") to store Corporation's personal property used for or concerning the Event (which City-designated location may be changed or modified from time to time as City determines necessary or appropriate). Corporation will use the Storage Area for the Permitted Use and no other purposes. In consideration of the license granted to Corporation under this Section 2.5, Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the license fee, Corporation will pay all costs and expenses related to or concerning Corporation's use and occupancy of the Storage Area.

3. Terms of License.

3.1 Limited Use. Notwithstanding anything contained in this Agreement to the contrary, Corporation's use of the Licensed Property will be made subject to and in accordance with the Laws. Corporation must protect the Airport and Licensed Property for aeronautical use. Corporation will require that each aircraft owner sign and enter into a storage agreement acceptable to City concerning the storage of the owner's aircraft in Airport hangars. Corporation will correct, at Corporation's expense, any failure of compliance created through Corporation's fault or by reason of Corporation's use of the Licensed Property. Corporation's use of the Licensed Property will be secondary to and subordinate to the Airport's operation.

3.2 Maintenance; Repairs. During the term of Corporation's licenses under Section 2 of this Agreement, Corporation will maintain, at Corporation's cost and expense, the Licensed Property (and all improvements located thereon) in a condition equal to or better than the condition existing at the commencement of the license. Corporation will perform and complete any maintenance and/or repairs caused by the use and/or occupancy of the Licensed Property and/or holding the Event. Corporation will not construct, improve, demolish, remove, replace, alter, reconstruct, and/or remodel all or any part of the Licensed Property.

3.3 Hazardous Substances. Corporation will not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released on or under the Airport; provided, however, Corporation may use, store, or handle on the Licensed Property those Hazardous Substances typically used, stored, and/or handled in the prudent and safe operation of the Event. Corporation will comply with all Environmental Laws and will exercise the highest degree of care in the use, handling, and storage of Hazardous Substances, and will take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored in or on the Licensed Property. Upon the termination of this Agreement (or City's earlier demand), Corporation will remove all Hazardous Substances from the Licensed Property placed and/or caused to be placed on the Licensed Property by Corporation and/or Corporation Representatives.

4. No Representations or Warranties. Corporation's use of the Licensed Property is on the basis of its own examination and personal knowledge of the Airport and Licensed Property. City makes no representations or warranties, whether express or implied, with respect to the Airport and/or Licensed Property, including, without limitation, the Vehicle. City has made no promise or agreement to repair, alter, construct, and/or improve the Airport and/or Licensed Property (or any part thereof). Corporation accepts the Airport and Licensed Property in

their AS IS, WHERE IS, AND WITH ALL FAULTS condition as of the Effective Date.

5. Consideration; Coordination; Independent Contractor.

5.1 Consideration. Except as expressly provided in this Agreement, there will be no additional monetary consideration for the licenses described under Section 2 of this Agreement; provided, however, City acknowledges the receipt and sufficiency of value accorded it through the holding of the Event in the form of promotion of City and the Airport.

5.2 General Coordination. City Administrator will administer this Agreement on behalf of City. Corporation Representative will administer this Agreement on behalf of Corporation. City Administrator and Corporation Representative are designated to act as coordinating agents on behalf of City and Corporation, respectfully. City Administrator and Corporation Representative will maintain adequate levels of communication to ensure maximum cooperation between City and Corporation and will exercise their best efforts to meet no less than twice each calendar year. Commencing on or about January 31, 2025, and continuing on or about the same day of each calendar year thereafter during the term of this Agreement, City Administrator and Corporation Representative will make a good faith effort to confer and coordinate with each other concerning the dates (and any other Event related matters) of the Event for the immediately following calendar year. Notwithstanding anything contained in this Agreement to the contrary, the dates and times of the Event remain subject to City's prior written approval.

5.3 Independent Contractor. Corporation is an independent contractor of City and acts separate and independent of City. Corporation is not an employee of City. Corporation will generally be free from direction and control over the means and manner of operating the Event, subject to the terms and conditions contained in this Agreement. This Agreement does not create an agency relationship between Corporation and City and does not establish a joint venture or partnership between Corporation and City. Corporation does not have the authority to bind City or represent to any person that Corporation is an agent of City.

5.4 Daimler Trucks North America. As further consideration for City's grant of the licenses described under Section 2 of this Agreement to Corporation, Corporation will (a) permit Daimler Trucks North America LLC, a Delaware limited liability company ("Daimler"), to place an advertisement display each calendar year during the Event at a location on the Property reasonably acceptable to Corporation, at no cost and expense to Daimler, subject to any Event related regulations and/or controls, (b) name Daimler as an additional insured/loss payee (as applicable) under the general liability insurance policy required to be maintained by Corporation under Section 7.1 of this Agreement, and (c) release, defend, and indemnify Daimler and its officers, members, employees, and agents in accordance with and in the manner provided under Section 7.2 of this Agreement.

6. Event.

6.1 Event Operation (General). Corporation's operation of the Event will not unreasonably interfere with owners of neighboring property. Corporation will ensure that Event participants, volunteers, merchants, contractors, guests, and invitees behave in a lawful and civilized manner. Corporation will ensure that the Event has adequate law enforcement, security, and safety personnel. All vehicles will be parked in appropriate locations. Corporation will ensure that the Event will not unreasonably interrupt the safe and orderly movement of traffic surrounding the Airport. The Event will not cause injury or damage to persons or property. Corporation will conduct and operate the Event in compliance with the Laws. Corporation will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to hold the Event.

6.2 Waste; Clean-Up. Corporation will contract with a sanitary service company to provide adequate porta-potties and cleaning stations. Corporation will keep and maintain the Licensed Property (and surrounding areas) in a neat and clean condition equal to or better than the condition then existing. Subject to the terms and conditions contained in this Agreement, upon the earlier termination of this Agreement or the

conclusion of the Event, Corporation will have the following obligations in addition to any other obligations under this Agreement: (a) Corporation will return all keys and similar devices to City and leave the Licensed Property (and surrounding areas) in a good and clean condition and in the same condition (less ordinary wear and tear) existing as of the Effective Date; (b) Corporation will clean and remove from the Licensed Property (and surrounding areas) any and all equipment, waste, materials, and debris caused directly or indirectly by the Event, Corporation, and/or Corporation's Representatives; and (c) Corporation will vacate and surrender the Licensed Property to City empty of all persons and property.

6.3 Emergency Action Plan; Alcoholic Beverages. Each calendar year during the term of this Agreement Corporation will develop, for City's review and approval, an emergency action plan concerning the Event (the "Emergency Action Plan"). The Emergency Action Plan will be designed to maintain the highest level of public safety by developing prevention and preparedness solutions to potential emergency situations. The 2024 Emergency Action Plan is attached hereto as Exhibit C. Any alcoholic beverages provided or served during the Event must be served in accordance with the Laws (e.g., only persons 21 years of age or older may be served and consume alcohol). Corporation will ensure that persons under the age of 21 do not consume alcohol at the Event and/or on the Property.

6.4 Corporation Investigation. Corporation has entered into this Agreement on the basis of its own examination and personal knowledge of the Airport and Licensed Property. Corporation has investigated and researched the condition of the Airport and Licensed Property as of the Effective Date. Corporation has obtained all the information desired in connection with this Agreement, the Laws, Licensed Property, and Airport. Corporation has not relied on any representations or warranties made by City and/or City's Representatives.

7. Insurance; Indemnification.

7.1 Insurance Requirements. Corporation will procure, and thereafter continue to carry, comprehensive general liability and property damage insurance (occurrence version) with a responsible company with limits of not less than \$3,000,000.00 for injury to one person, \$3,000,000.00 for any one accident or occurrence, and \$3,000,000.00 for property damage. Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and its officers, employees, and agents as additional insureds, and will contain a severability of interest clause. Any insurance policy Corporation is required to obtain under this Agreement may not be cancelled without prior written notice to City. Corporation's insurance will be primary and any insurance carried by City will be excess and noncontributing. Corporation will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Corporation is required to obtain under this Agreement upon execution of this Agreement.

7.2 Indemnification. Corporation releases, forever discharges, and will defend, indemnify, and hold City and each City Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) the Event; (b) Corporation's use, occupancy, and/or operation of the Airport and/or Licensed Property; (c) any injury, illness, or death to person; (d) any loss, theft, vandalism, damage, and/or destruction to any real or personal property (whether or not such real or personal property is owned by Corporation), including, without limitation, the Airport and/or Licensed Property; and/or (e) Corporation's breach and/or failure to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement.

8. Term; Remedies.

8.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement will commence on the Effective Date and will continue thereafter until December 31, 2029. Commencing on or about January 31, 2025, and continuing on or about the same day of each calendar year thereafter during the term of this Agreement, City and Corporation will review this Agreement to determine

whether any changes or modifications to this Agreement are necessary or appropriate. Any changes or modifications to this Agreement require the parties' mutual written agreement.

8.2 Termination. This Agreement may be terminated at any time by the mutual written agreement of City and Corporation. This Agreement may be terminated by either party for any reason or no reason by providing the other party written notice no earlier than October 1 or later than December 31 of any calendar year. Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches and/or otherwise fails to perform such other party's representations, warranties, covenants, and/or obligations contained in this Agreement.

8.3 Consequences of Termination; Remedies. Upon termination of this Agreement, City will not be obligated to reimburse or pay Corporation for any continuing contractual commitments to others and/or for penalties or damages arising from the cancellation of such contractual commitments. 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 Corporation. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9. Miscellaneous Provisions.

9.1 Authority; Binding Obligations; Conflicts. In addition to any other Corporation representation, warranty, and/or covenant contained in this Agreement, Corporation represents, warrants, and covenants to City as follows: (a) Corporation is an Oregon nonprofit corporation duly organized and validly existing under the laws of the State of Oregon; (b) Corporation has full power and authority to sign and deliver this Agreement and to perform Corporation's obligations under this Agreement; (c) this Agreement is the legal, valid, and binding obligation of Corporation, enforceable against Corporation in accordance with its terms; and (d) Corporation's execution of this Agreement, and Corporation's performance of its obligations under this Agreement, will not (i) conflict with Corporation's articles of incorporation or bylaws, (ii) breach any agreement to which Corporation is a party, or give any person the right to accelerate any obligation of Corporation, (iii) violate any law, judgment, and/or order to which Corporation is subject, and/or (iv) require the consent, authorization, and/or approval of any person or governmental body.

9.2 Assignment; Survival; Attorney Fees. Corporation will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Corporation's interest in the Licensed Property and/or this Agreement. All provisions contained in this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Corporation's indemnification obligations under Section 7.2. Time is of the essence with respect to each and every obligation of the parties hereunder. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.3 Binding Effect; Notices. Subject to Section 9.2, this Agreement will be binding on and will inure to the benefit of City, Corporation, and their respective heirs, legal representatives, successors, and assigns. 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 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.

9.4 Entire Agreement; Applicable Law; Severability. This Agreement sets forth the entire understanding of the parties with respect to the Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Agreement. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. This Agreement will be construed, applied, and enforced in accordance with 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. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.5 Execution; Counterparts. 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 any party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

9.6 Person; Interpretation; Original Agreement Superseded. 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. This Agreement amends, restates, replaces, and supersedes the Original Agreement in its entirety; provided, however, the parties’ execution of this Agreement does not constitute a waiver and/or release of the following: (a) any Corporation liabilities and/or obligations arising out of or under the Original Agreement that may have accrued and/or arisen on or before the Effective Date; and/or (b) any claims, demands, charges, and/or causes of action City may have against Corporation due to Corporation’s default and/or failure to perform any Corporation representation, warranty, covenant, and/or obligation under the Original Agreement. Corporation remains liable for, and will perform, all Corporation’s liabilities and/or obligations arising out of or under the Original Agreement (whether directly or indirectly) to the extent arising on or before the Effective Date.

9.7 Further Assurances; Waiver; Expenses. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Except as otherwise provided in this Agreement, each party will bear the party’s own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Agreement. City and City’s Representatives will have the right to enter and inspect the Licensed Property at any time and from time to time.

9.8 Legal Representation. City has employed the law firm of Bryant, Lovlien & Jarvis, PC to prepare and negotiate this Agreement for and on behalf of City and such attorneys represent only City in the negotiation and preparation of this Agreement. Corporation has thoroughly reviewed this Agreement with counsel of Corporation’s choosing, or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all

purposes as of the Effective Date.

Corporation:
Central Oregon Airshow, Inc.,
an Oregon nonprofit corporation

City:
City of Madras,
an Oregon municipal corporation

By: _____
Its: _____

By: Mike Lepin, Mayor

Appendix A
Definitions

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

“Airport” means the Madras Municipal Airport.

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

“City Administrator” means City’s then-appointed city administrator or his or her designee.

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

“Corporation Representative” means Corporation’s then-appointed representative responsible for administering this Agreement on behalf of Corporation.

“Daimler” has the meaning assigned to such term in Section 5.4.

“Effective Date” means the date on which this Agreement is fully executed by the parties.

“Emergency Action Plan” has the meaning assigned to such term in Section 6.3.

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

“Event” means that certain air show commonly known as The Airshow of the Cascades which is operated for a period not exceeding three consecutive days during the month of August each calendar year.

“FAA” means the Federal Aviation Administration.

“Hangar Office” means that certain office located in the eastern portion of the North Hanger more particularly described and depicted on the attached Exhibit B.

“Hazardous Substance(s)” means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

“Law(s)” means any and all rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations directly or indirectly affecting the Property and/or Airport, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), any Environmental Laws, any rules or regulations promulgated by the FAA or any other federal airport authority, and any Airport rules and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Licensed Property” means the real and personal property City has licensed to Corporation under Section 2 of this Agreement, including the Property, Vehicle, North Hangar, Hangar Office, and/or Storage Area.

“North Hangar” means that certain airplane hangar located on the Airport commonly known as the

Madras Army Airfield North Hangar (and registered on the National Register of Historic Places) consisting of approximately 1,500 square feet of space more particularly described and depicted on the attached Exhibit B.

“Original Agreement” has the meaning assigned to such term in Recital A.

“Permitted Use” means the management and operation of the Event.

“Property” means that certain real property (and any improvements located thereon) located at the Airport more particularly described and depicted on the attached Exhibit A; provided, however, except as otherwise expressly provided in this Agreement, the term “Property” does not include any Airport real and/or personal property which City has leased and/or licensed to other persons.

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

“Storage Area” has the meaning assigned to such term in Section 2.5.

“Vehicle” means a certain 2020 Ford Transit T350 Van with License Plate No. E289906, VIN: 1FBAX9YG4LKB46629, owned by Jefferson County and supplied to City for Airshow related purposes.

Exhibit A
Property Description and Depiction

[attached]

Exhibit A: Airshow of the Cascades Land Use Map

Handwritten initials/signature



AIRSHOW EXCLUSION PROPERTIES. GREENWICK BOX, SOUTH HANGER STOP AREA, CITY OWNED THERAPY

THE CITY OF MADRAS
 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 = 981 feet
 N.Snead, City of Madras, 8/24/2015

- Restriction Areas**
- 1000' Min Line
 - 1500' Min Line
 - Crowd Line
 - Runway Line
 - Sterile Area for Aerobatics Box
 - Airshow Areas
 - Airshow Exclusion Areas
 - Jefferson County Property

Airshow Areas = 58.77 acres**
 **Not including the Airshow Exclusion Areas and the engine run up area on the taxiway.

Exhibit B
North Hanger (and Hangar Office) Description and Depiction
[attached]

Figure 5: Floor Plan

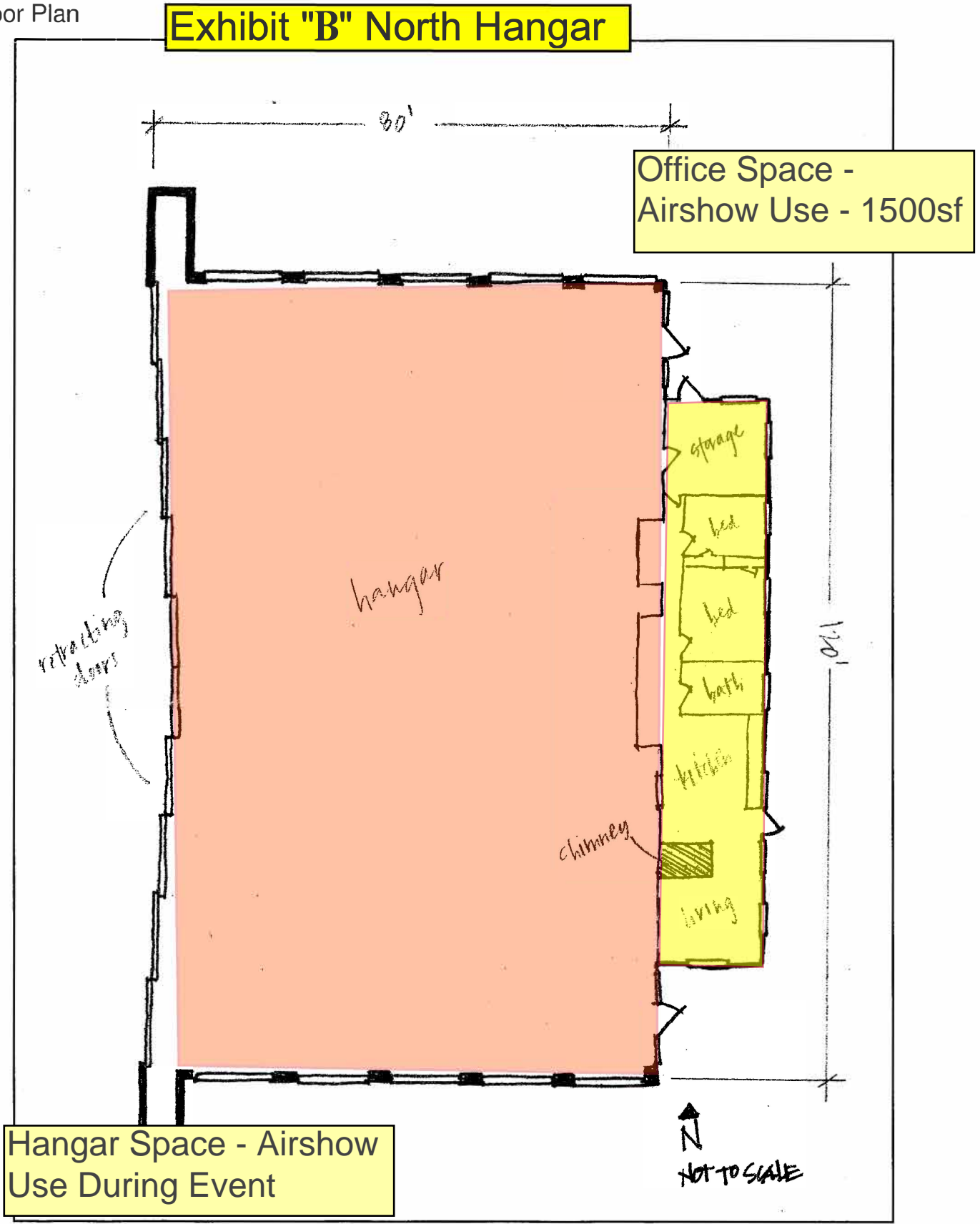


Exhibit C
2024 Emergency Action Plan

[attached]



Airshow of the Cascades 2024

Emergency Action Plan (EAP)

The objective of this plan is to maintain the highest level of public safety by developing prevention and preparedness solutions to possible emergency situations.

The Airshow of The Cascades will take place on Friday August 23rd and Saturday August 24th, 2024, at the Madras Municipal Airport.

The Emergency Action Plan (EAP) will utilize the National Incident Management System (NIMS) as the standard for communication. Detailed plans along with maps will be attached to the main document using the Incident Command System

A Certificate of Waiver will be issued each year by the FAA – PDX Flight Standard District Office (FSDO) to the Airshow of the Cascades (ASOC) governing board. Airshow staff shall make every attempt to meet all the conditions of the certificate. After approving the submitted formal application for the Certificate of Waiver, the local FSDO issues a Certificate of Waiver document. This Certificate of Waiver will list all the FAA regulations which have been identified as non compliance during the operation of the actual Airshow. The FSDO agrees to waive the specific regulations during the requested period of times.

- | | |
|-------------------------|--|
| 1.) Airshow Practice | August 22 nd1500 thru 1700 (tentative times) |
| 2.) Airshow Performance | August 23 rd1600 thru 2200 |
| 3.) Airshow Performance | August 24 th1200 thru 1630 |

The Airshow of the Cascades will utilize one (1) hot box approved by the FAA-PDX FSDO. The location of the hot box will be east of runway 16/34 at the North end of the Airport. The restricted area will be off limits to all vehicles and personnel during the Airshow and practice aerobatic sessions. Access will be permitted for the performers and airshow staff only. The hot box will be fenced and closed during operations.

The Airshow of the Cascades will be utilizing an Aerobatic Box for the actual event. [Map #6] This area will be identified and restricted as off limits to all vehicles and personnel during the Airshow and practice aerobatic sessions.

Responsibilities:

All Staff and Board of Directors associated with the Airshow will receive a safety briefing outlining the Emergency Action Plan.

Airshow Chairman:

The Airshow Chairman is responsible for the overall operational planning for the event. The Chairman will work closely with the Air Boss, Airport Manager and Airshow Coordinator to ensure the event is running smoothly. They will also be the liaison to the media.

Air Boss:

The Air Boss is responsible for scheduling and running the aerial display portion of the Airshow and has final authority to take any actions necessary to ensure the safety of the performers, spectators, volunteers, and support staff during the show. The Air Boss will have access to two-way communications enabling direct contact with Aircraft, Airshow Commentator, and the Fire Operations Commander. The Air Boss shall receive and finalize all airshow acts along with the specific details.

Airport Manager:

The Airport Manager is to report to the Fire & EMS Operations Commander in the event of a serious emergency and make appropriate notifications to the FAA – PDX FSDO and other relevant organizations.

Airshow Coordinator:

The Airshow Coordinator serves as the hub for the overall Airshow. Additionally, they assist in the planning and delivery of services to staff and airshow visitors. They also serve as the liaison to outside agencies and may assist the Chairman in media activities.

Airshow Commentator:

The Airshow Commentator shall be informed of any specific emergency instructions in order to make appropriate announcements to the spectators. The Airshow Commentator shall work in concert with the Air Boss.

Command & Control Center:

In the event of a serious incident, a command center shall be activated at the Jefferson County Sheriff's Office Emergency Operations Center (EOC). The EOC is located at 675 NW Cherry Lane and is across the street from the General Aviation Building (GAB). All emergency service leaders (fire, medical, law enforcement) will coordinate their efforts from this location. The location and the staffing plan for the EOC will be identified and communicated by using two-way radios. The activation will follow the current edition of the Jefferson County Emergency Operations Plan.

[Map #1]

Fire & EMS Operations Commander:

The Fire Operations Commander will be the On-Scene Operations in the event of fire and/or medical emergency. All movements of emergency vehicles from designated locations shall be coordinated by the Fire & EMS Operations Coordinator. In the event access is needed within the aerobatic box, the Fire & EMS Operations Coordinator shall coordinate with the Air Boss.

The following emergency vehicles and personnel shall be designated for the duration of the event;

- 1.) One State of Oregon licensed paramedic and/or emergency medical technician. Medical services will be provided by Jefferson County Fire & EMS.
- 2.) One ARFF vehicle with a minimum of one trained personnel. Will be staffed with two.
- 3.) One Type VI Quick Attack / Rescue with a minimum of one personnel.
- 4.) One water tender with a minimum of 3,000 gal capacity.
- 5.) One Fire & EMS Operations Coordinator

Emergency access routes will be established and maintained to ensure emergency vehicles have clear entrance and exit routes from the airport. An Airshow traffic map will be attached as part of the final document and will be reviewed by all parties associated with emergency vehicle travel.

In the event of an Active Threat a coordinated response will occur between all available law enforcement agencies, emergency medical services, and fire operations as outlined in the Central Oregon ASHER plan.

All MCI and MPI operations will follow the ATAB7 MCI / MPI plan.

Law Enforcement/Security/Safety:

All spectators shall be isolated from the airshow boxes and aircraft maneuvering on the ground. Airshow personnel will be utilizing concrete barricades and fencing to identify areas off limits.

The Airport Manager will coordinate all security measures. Certified security officers along with officers from Jefferson County Sheriff's Office and Madras Police Department will be on site during the Airshow performance. A staffing plan will be utilized and developed prior to the event.

All law enforcement related incidents will be managed by the authority having jurisdiction. The Fire & EMS Operations Coordinator will assist in the incident management as a liaison or in a unified command role.

Media:

All media inquiries are to be directed to the Airshow Chairman or his/her assigned designee. Media shall be directed to the Guest Services Tent for information and/or press passes.

Briefings/Meetings:

All lead personnel associated with the event will be briefed on the Emergency Action Plan prior to the airshow. A briefing for all emergency service personnel will occur on the final week prior to the Airshow. The briefing will cover special hazards, airport familiarization and emergency considerations for aircraft related emergencies.

A pilots briefing will be held in the Erickson Conference Room daily for all performers and key personnel.

Weather Emergencies:

The Airport Manager, Air Boss and Safety Officer will monitor daily weather conditions from the National Weather Service in Pendleton. The Safety Officer may request a spot weather forecast if adverse weather conditions are present. A daily weather forecast will be delivered with the briefings.

Communications:

Communication utilizing two-way radios will be supplied to the Fire & EMS Operations Coordinator to monitor activity with key airshow personnel.

The main operations frequency during an emergency will be Jefferson County Fire District-Dispatch and State Fire Net will be utilized as a common tactical frequency for Law Enforcement, Fire, and EMS.

The Air Boss or his designee will monitor the Unicom frequency of 122.80 to communicate with the performers. Other key airshow personnel will also be assigned designated two-way radios to maintain communication during the duration of the event.

Auxiliary Communications:

We will be utilizing Amateur Radio operators to enhance communication, both on the airport grounds and safety booth. Communication will be directed on the Grizzly Repeater.

Level 2 Staging Area:

If an incident occurs that requires outside resources to respond. A level 2 staging area has been predetermined at 1722 NW Daimler Road. This location provides access to the airfield and should be managed by a Fire District SAM (Staging Area Manager). [Map #5]

Casualty Collection Point:

A predetermined casualty collection point has been identified at The North Hanger, 2050 NW Berg Dr. At this location a pre-staged MCI trailer will be placed that can accommodate care for multiple patients. The hanger at this location will provide the secondary triage location and shelter from any environmental elements. [Map #1]

SUPPLEMENTAL INFORMATION

Acronyms

ASOC.....Airshow of the Cascades

GAB.....General Aviation Building

FBO.....Fixed Base Operator

CCP.....Casualty Collection Point

CTAF.....Common Traffic Advisory Frequency

EOC.....Emergency Operations Center

FAA.....Federal Aviation Administration

FSDO.....Flight Standard District Office

ICS.....Incident Command System

EAP.....Emergency Action Plan

NIMS.....National Incident Management System

PDX.....Portland, Oregon

EMS.....Emergency Medical Services

ARFF.....Aircraft Rescue Firefighting

ASHER.....Active Shooter Hostile Event Response

MCI/MPI.....Multi Casualty Incident / Multi Patient Incident

POSITION	NAME	ALTERNATE
Airshow Chairman	Nick Snead 541-221-9792	Rick Allen 541-815-4380
Air Boss	Owen Ashurst 206-445-2632	Ben Ochs 503-706-4195
Fire & EMS Operations	Jeff Blake 541-280-6356	Kirk Hagman 541-948-2112
Airport Manager	Lorraine Martinelli 541-777-4935	TBD XXX-XXX-XXXX
Airshow Commentator	Mike Berriochoa 509-539-5534	Gary Miller 541-390-3793
Airshow PIO	Nick Snead 541-221-9792	Joe Krenowicz 541-408-6766
Grounds Ops Coordinator	Nick Snead 541-221-9792	TBD XXX-XXX-XXXX
Airshow Safety Officer	Dustin Miller 541-390-8083	Sam Scheideman 541-788-8857
Madras Police	Steve Webb 541-460-2971	Tim Plummer 541-460-0135
Jeff Co Dispatch Center	Emergency 911	Non-Emergent 541-475-2201
New Moon Aviation	Julian Duran 775-450-3193	
Jefferson County SO	Jason Pollock 541-598-6230 / 541-420-1619 (Sheriff) Bryan Skidgel 541-475-6520 (Emergency Manager) Tony Hanson 541-460-1346 (Jail Contact) Jason Evan 541-460-2900 (Patrol)	
On Site Security	24/7 Contact 541-678-5788 ext 1.	

NAME	FREQUENCY (Tx/Rx)
Fire & EMS Operations	'JCEMS' (153.815/155.865) Tx/Rx CG 123.0
Law Enforcement	'JeffCo Law'(155.415/153.860) Tx CG 100.0
CTAF	122.80

Air Boss

126.2250

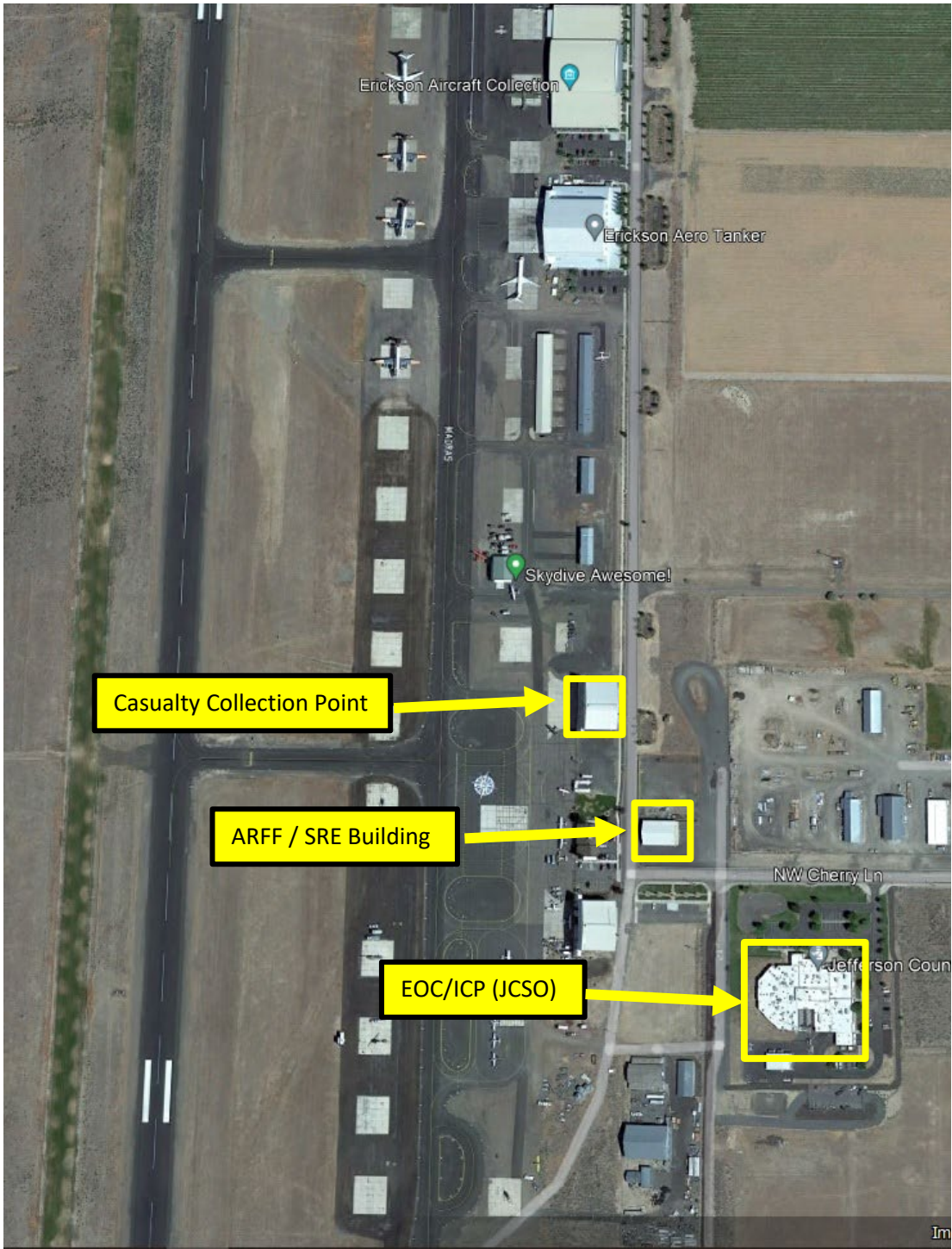
Key Location Overview:

Emergency Operations Center (EOC).....Jeff Co Sheriff's Office

Level 2 Incident Staging.....1722 NW Daimler Road

Casualty Collection Point (CCP)..... 2050 NW Berg Drive

Points of Interest



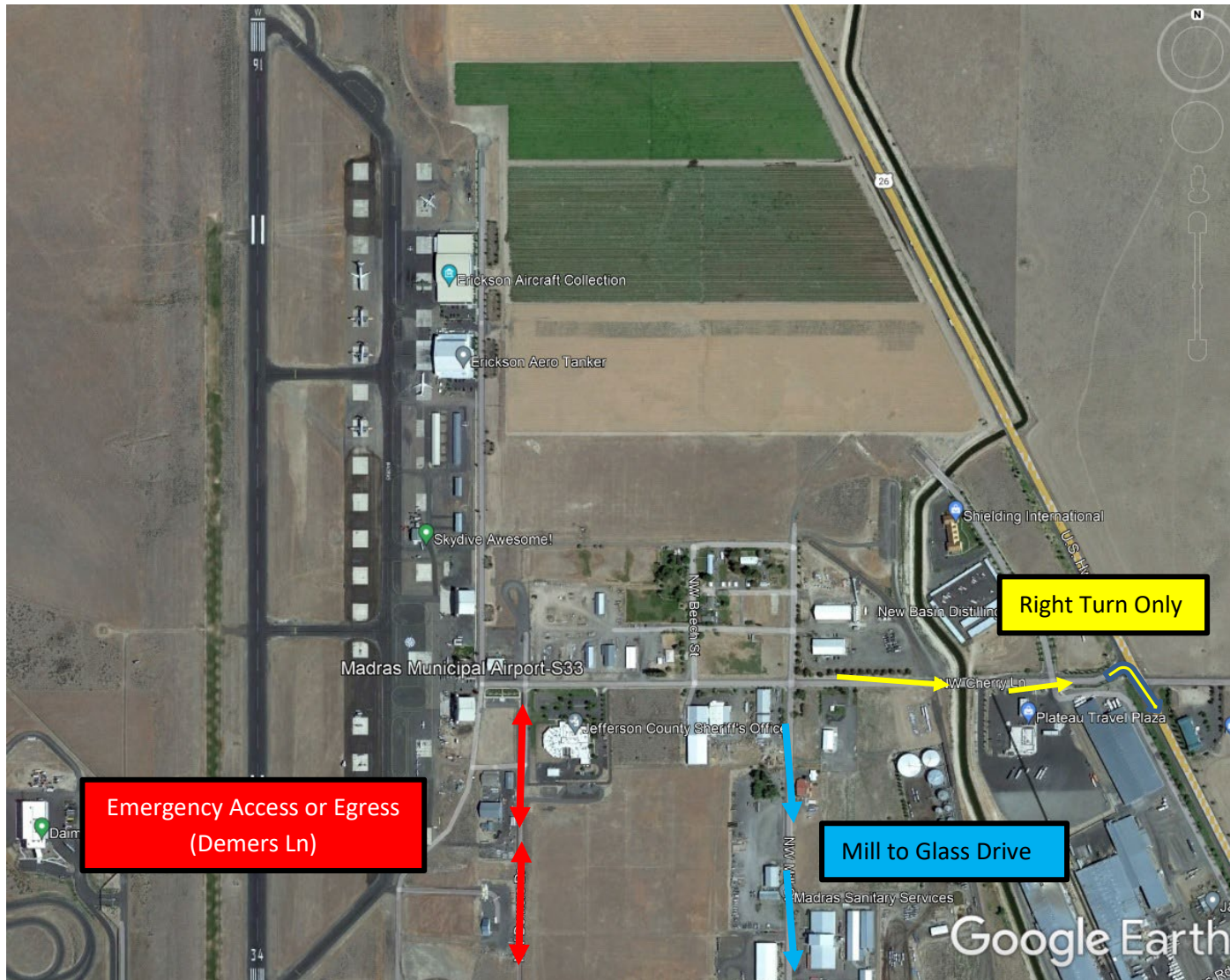
MAP # 1

North Access



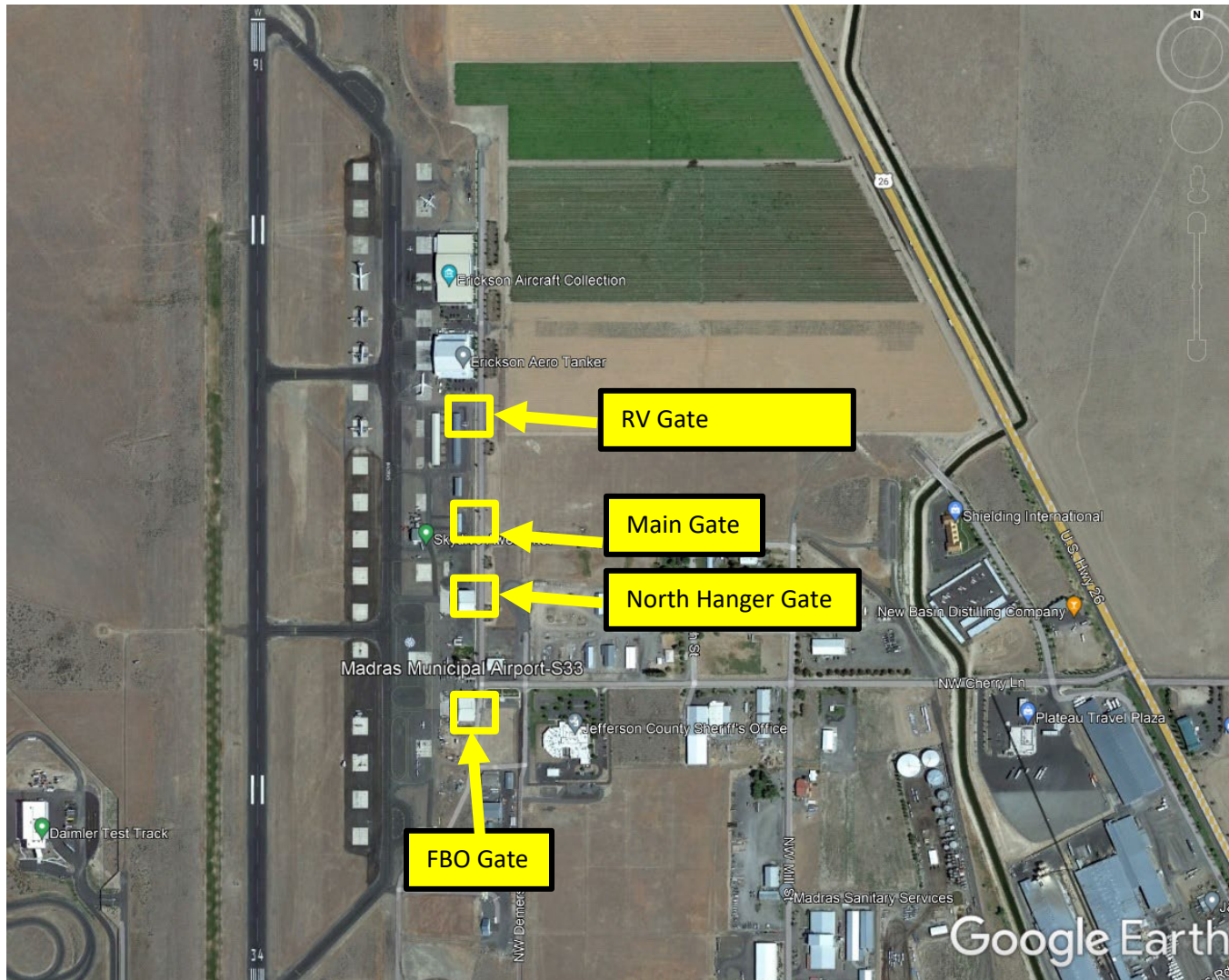
MAP #2

Egress



MAP #3

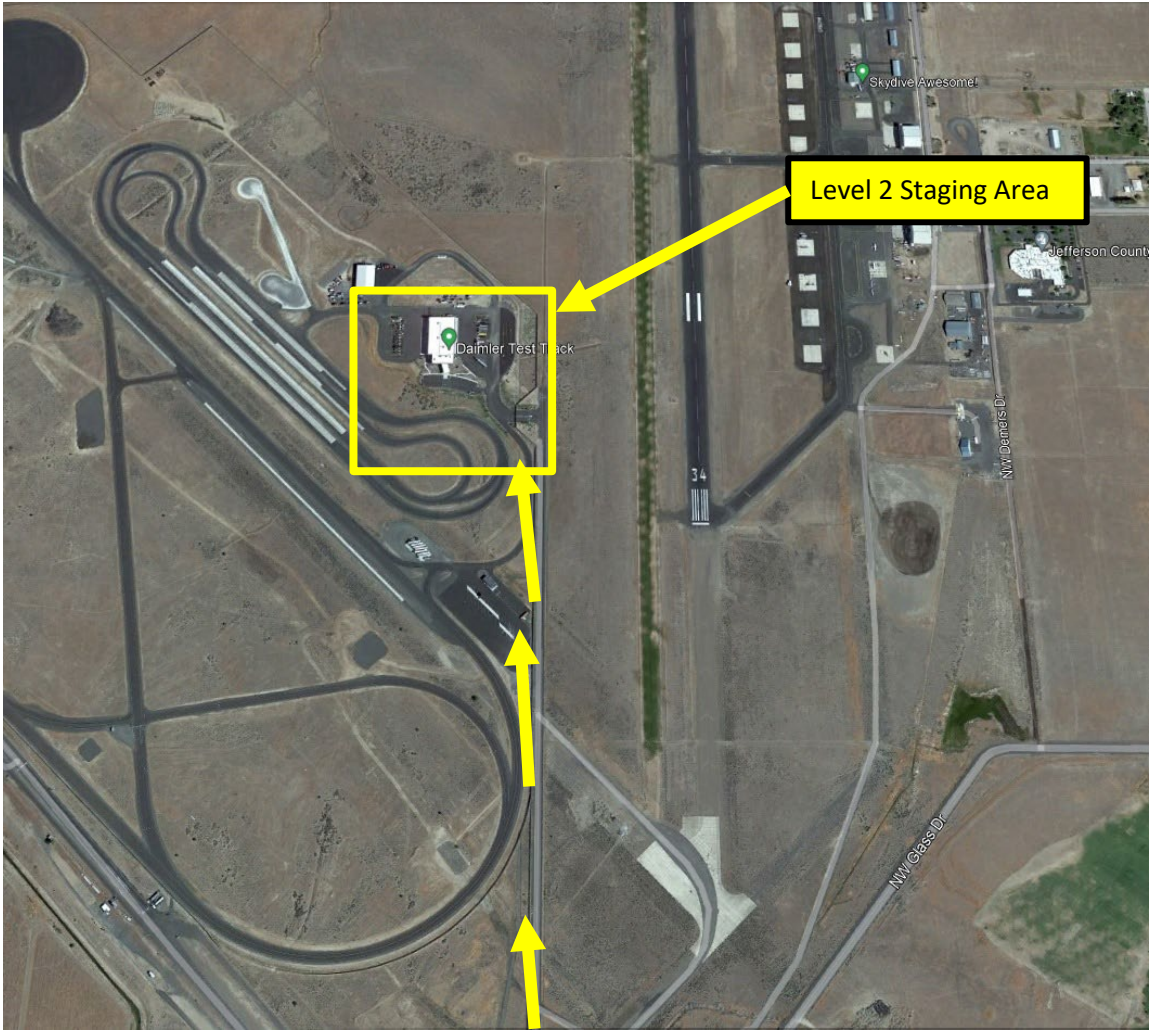
Gate Access



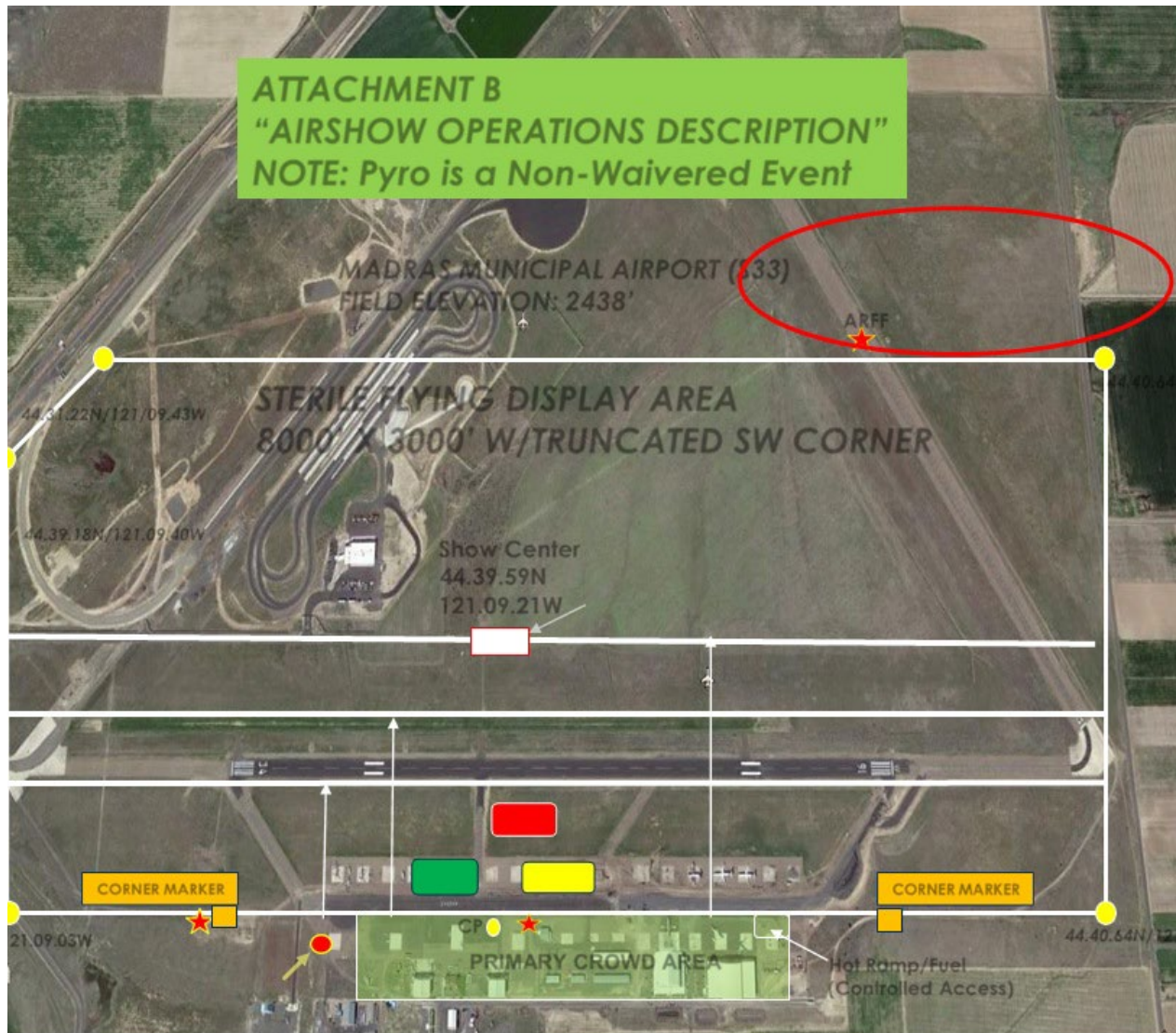
MAP #4

2022 Airshow of the Cascades

Level 2 Staging



MAP #5



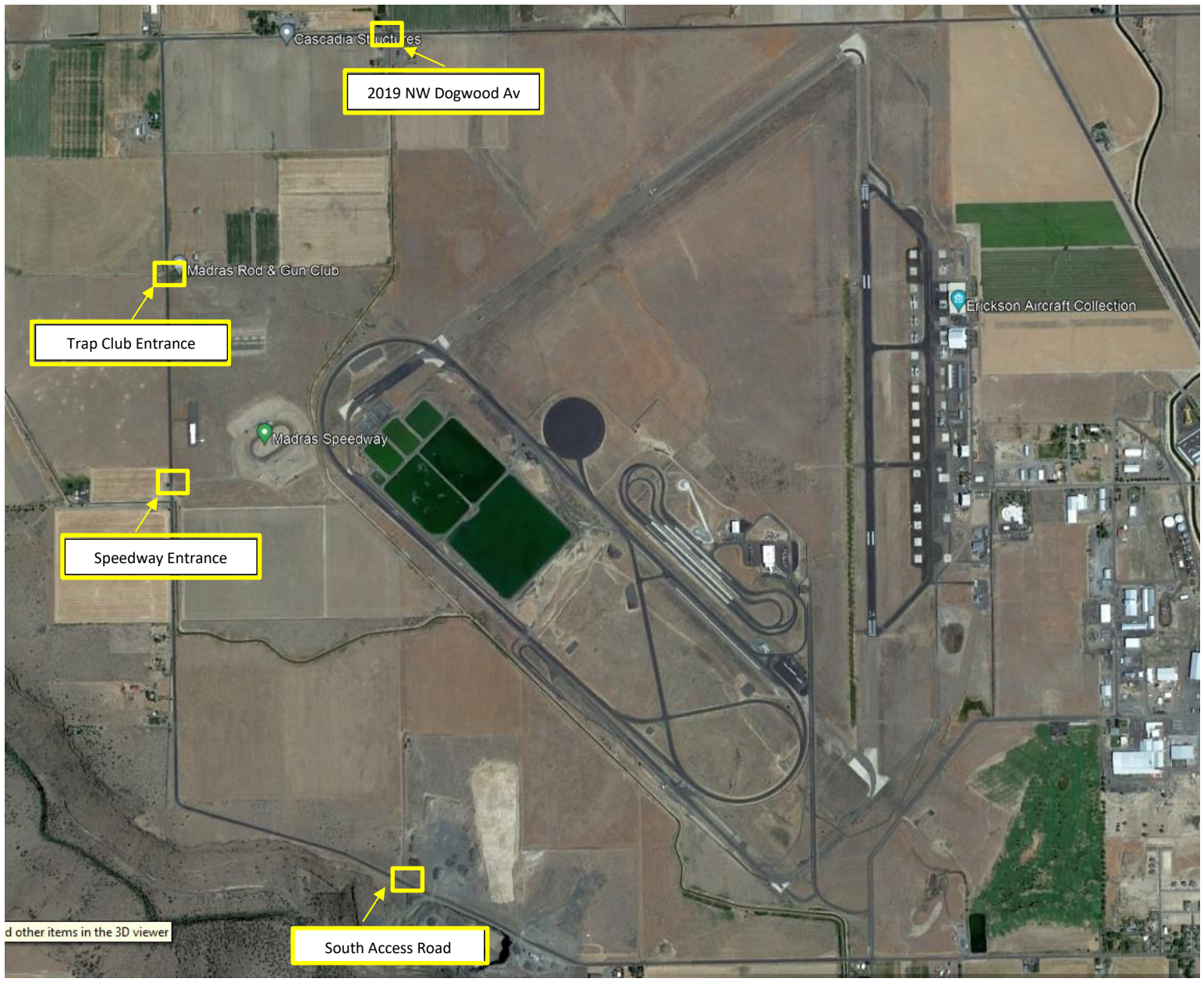
MAP #6



MAP #7



and other items in the 3D viewer



CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **CANDIDATE APPOINTMENT TO PLANNING COMMISSION**
For term 7-23-2024 through 12-31-2027

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the Council accepts the letter of interest to appoint Clifford Reynolds, to fill the vacant position on the Planning Commission term beginning 7-23-2024 and ending 12-31-2027.

OVERVIEW:

The City's Planning Commission is constituted by five Commissioners who play a crucial role in advising on land use, development, and zoning matters within the City. According to the Bylaws for the Planning Commission, appointments are made by the City Council.

Commissioner Baker's term on the Planning Commission ended on February 8, 2024, creating a vacancy. Since that time, staff has diligently advertised this opportunity through multiple channels, including social media, the city website, local newspapers, and public buildings. Despite these efforts, only one letter of interest was received by Clifford Reynolds on June 16, 2024.

STAFF ANALYSIS:

Given the limited response received since the Planning Commission open vacancy, staff recommends that the City Council take formal action to appoint Clifford Reynolds to fill the vacant position on the Planning Commission. Mr. Reynolds submitted his letter of interest on June 16, 2024, demonstrating a willingness to serve the community in this capacity.

Alternative Course of Action:

Alternatively, the City Council may direct staff to continue seeking additional letters of interest and candidates for the vacant position. Staff would then bring forward these candidates for Council consideration and interviews.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Clifford Reynolds Letter of Interest.
Planning Commission Candidate Questions.
Planning Commission by-laws adopted on April 14, 2015.
Membership Map.

STRATEGIC GOAL:

N/A

Open Position on the planning commission

Quality Inn Madras <themadrasinn@gmail.com>

Tue 6/11/2024 10:53 AM

To:Fatima Weir <fweir@cityofmadras.us>

Hello Fatima,

My name is Clifford Reynolds and I reside at 2405 SE Sagebrush Dr. in Madras. I don't currently reside in the city or the UGB but i do reside within 3 miles of city limits. I don't know if you already have two members on the commission that have met your requirement but that is the vacant seat that I can voluntarily fill.

Best Regards,
Clifford Reynolds

Phone:503-841-1178

[email:cnrpropertymgmt@gmail.com](mailto:cnrpropertymgmt@gmail.com)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ORDINANCE NO. 866

AN ORDINANCE AMENDING ORDINANCE NO. 502 TO REDUCE THE CURRENT NUMBER OF PLANNING COMMISSION MEMBERS FROM A SEVEN MEMBER COMMISSION DOWN TO A FIVE MEMBER COMMISSION; ADOPTING NEW PLANNING COMMISSION BYLAWS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras ("City") adopted Ordinance No. 502 on October 22, 1991, which ordinance established the composition and general duties of the City of Madras Planning Commission (the "Commission"); and

WHEREAS, City adopted Ordinance No. 728 on March 8, 2005, which ordinance amended Ordinance No. 502 with respect to the Commission's membership requirements; and

WHEREAS, on or about July 5, 1994, the Commission adopted certain Planning Commission Bylaws (the "Original Bylaws") pursuant to ORS 227.020 in order to govern Commission business and operations; and

WHEREAS, the original bylaws were amended by formal motion of the City Council on July 22, 1997; and

WHEREAS, the original bylaws, as amended, were repealed and replaced by passage of Ordinance No. 714 on January 27, 2004 (the "Current Bylaws"); and

WHEREAS, the Madras City Council (the "Council") and Commission have determined that Ordinance No. 502, as amended, and the current bylaws are outdated and in need of amendment or replacement; and

WHEREAS, on or about March 18, 2014, the Commission reviewed and discussed the proposed amendments to Ordinance No. 502 and the proposed Planning Commission Bylaws dated April 14, 2015 substantially in the form attached hereto as Exhibit "A" (the "Proposed Bylaws") and determined that the ordinance amendments and bylaws being proposed were acceptable; and

WHEREAS, after providing the public with an opportunity to testify on the ordinance amendments and proposed bylaws, and after taking into consideration any written and oral comments received from the public and staff during the public hearing held on April 14, 2015, the Council approves the amendments to Ordinance No. 502 and the proposed bylaws as provided in this Ordinance.

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

SECTION 1: FINDINGS

The above-stated findings contained in this Ordinance are hereby adopted.

SECTION 2: AMENDMENT NO. 1

Ordinance No. 502, Section 3, Membership, Subsections (1) and (7), as amended by Ordinance No. 728 in the case of Subsection (1), are hereby amended in their entirety as follows:

- “(1) The commission shall consist of five voting members. Commission members shall be appointed by the City Council. At all times, at least one (1) member must be a resident of the City of Madras. Not more than two (2) members may reside outside the Madras city limits but within the City of Madras Urban Growth Boundary. Not more than two (2) members may reside outside the Madras city limits but within a three mile radius of the Madras city limits. Notwithstanding the foregoing, the City Council shall endeavor to appoint residents of the City of Madras to the commission.”
- “(7) No two (2) or more members of the commission shall have the same occupation. Business persons engaged in different kinds of business shall not be prevented by this subsection from serving. Being retired shall not be considered an occupation within the meaning of this subsection. Persons principally engaged in the buying, selling, or developing of real estate for profit, including as principals, members, officers, or employees of any partnership, business entity, or corporation that principally engages in the buying, selling, or developing of real estate for profit, shall be considered to have the same occupation.”

The foregoing amendments are hereby made part of Ordinance No. 502. The sections and provisions of Ordinance No. 502 that are not amended or modified by this Ordinance remain unchanged and in full force and effect.

SECTION 3: ADOPTION OF BYLAWS

The proposed bylaws dated April 14, 2015, are hereby approved and adopted by the Council. The proposed bylaws, attached hereto as Exhibit "A", replace and supersede the current bylaws dated January 27, 2004 in its entirety. In furtherance of the general powers and duties granted the Commission under Ordinance No. 502, as amended, the Commission will be permitted to make any further amendments and/or modifications to the Commission bylaws as and when the Commission deems necessary or appropriate without the Council's review and approval provided such amendments and/or modifications are permitted and do not conflict with Ordinance No. 502, as amended, and applicable law.

SECTION 4: MISCELLANEOUS

- 4.1 Severability. 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

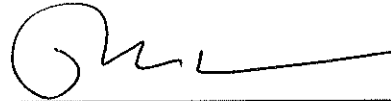
affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.

4.2 Corrections. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

4.3 Emergency Declaration. The City Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. This emergency Ordinance will be in full force and effect upon its passage by the Council and signing by the mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 14th day of April, 20 15.

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



Royce Embanks, Mayor

ATTEST:

Karen J. Coleman
Karen J. Coleman, City Recorder

Exhibit "A"
Planning Commission Bylaws

[attached]

**CITY OF MADRAS
PLANNING COMMISSION BYLAWS**

BE IT RESOLVED that the City of Madras Planning Commission (the "Commission") hereby adopts the following Planning Commission Bylaws pursuant to ORS 227.020 and/or Ordinance No. 502 in order to govern the Commission's business and operations. As of April 14, 2015, (the "effective date"), these bylaws replace and supersede all prior Commission bylaws, as amended, in its or their entirety.

SECTION 1: MEMBERSHIP

A. NUMBER AND SELECTION. The Commission shall consist of five (5) voting members. Commission members shall be appointed by the City Council. At all times, at least one (1) member must be a resident of the City of Madras. Not more than two (2) members may reside outside the Madras city limits but within the City of Madras Urban Growth Boundary. Not more than two (2) members may reside outside the Madras city limits but within a three-mile radius of the Madras city limits. Notwithstanding the foregoing, the City Council shall endeavor to appoint residents of the City of Madras to the Commission.

B. TERM OF OFFICE. Members shall be appointed for three (3) year terms, or until their respective successors are appointed and qualified. Terms begin on January 1 and end on December 31. Terms shall be staggered.

When an interim vacancy occurs, the City Council shall make appointments to fill that position for the duration of the unexpired term given due consideration to the Commission's recommendation.

C. REPRESENTATION. No two (2) or more members of the Commission shall have the same occupation.

1. Business persons engaged in different kinds of business shall not be prevented by this subsection from serving.
2. Being retired shall not be considered an occupation within the meaning of this subsection.
3. Persons principally engaged in the buying, selling or developing of real estate for profit, including as principals, members, officers, or employees of any partnership, business entity, or corporation that

principally engages in the buying, selling or developing of real estate for profit, shall be considered to have the same occupation.

- D. **RESPONSIBILITIES.** Commission members shall regularly attend meetings of the Commission and its subcommittees, as well as fulfill other duties as assigned by the Chair. Members shall notify the Community Development Director when they are unable to attend a Commission meeting.

Prior to meetings and hearings, members shall review pertinent written documents in preparation for deliberation and decision making.

- E. **TERMINATION OF MEMBERSHIP.** The City Council may, following a hearing, remove a Commission member for the following reasons:

1. Failure to attend regular Commission meetings resulting in three (3) or more consecutive unexcused absences;
2. Committing a felony;
3. Incompetence;
4. Misconduct;
5. Failure to declare conflicts of interest or ex-parte contacts.

The Community Development Director shall be directed by the Commission Chair to notify the City Council in writing when a Commissioner's appointment needs to be reviewed for possible termination.

SECTION 2: OFFICERS

- A. **ELECTION OF OFFICERS.** At the first regular meeting of each year, the Commission shall select from its voting membership, a Chair and Vice-Chair whose term of office shall be one (1) year. Said member shall be eligible to serve as many terms as they are elected to serve.

1. Duties of the Chair.

- a. Preside at all meetings;
- b. Conduct meetings/hearings in an orderly manner following all accepted laws and Bylaws governing the Commission;
- c. Call special meetings;
- d. Appoint all Commission committees.
- e. Sign approved documentation (e.g. Minutes of the Meetings, Decisions, etc.)

2. Duties of the Vice-Chair

- a. Conduct meetings and hearings, and sign approved documentation in the absence of the Chair;
- b. Serve out the unexpired term when the Chair is vacated.

SECTION 3: ROLE OF THE PLANNING COMMISSION

The Commission is composed of volunteer lay members whose duties include:

- A. Participation in the Periodic Review of the City Comprehensive Plan.
- B. Maintenance of ordinances intended to implement the City Comprehensive Plan.
- C. The conducting of hearings intended to satisfactorily determine application issues.

SECTION 4: STAFF

- A. **STAFF TO THE PLANNING COMMISSION.** In addition to the Community Development Director, the following positions may support the work of the Commission:

1. City Administrator
2. Jefferson County Fire Marshal

3. City Public Works Director
4. City Attorney
5. City Recorder
6. Community Development staff and consultants

- B. ADVISORS TO THE PLANNING COMMISSION.** The Council may, at the request of the Commission, designate subcommittees of citizens and professionals as advisors. Said advisors will be requested to provide technical assistance, participate in deliberations, and attend meetings to the extent deemed appropriate by the Chair.
- C. LEGAL COUNSEL.** The City Attorney shall act as legal advisor to the Commission in the conduct of all hearings.
- D. COMMISSION SECRETARY.** The Community Development Director or Community Development staff shall serve as Secretary to the Commission and shall keep an accurate, permanent, and complete record of all proceedings before the Commission. The Community Development Director shall be responsible for overseeing the timely and accurate preparation of the Commission minutes.

SECTION 5: COMMISSION MEETINGS.

- A. REGULAR MEETINGS.** The regularly scheduled meeting of the Commission shall be the first Wednesday (or such other business day that the Commission may fix from time to time) of each month, beginning at a time set by the Commission in the Madras City Hall Council Chambers.

In addition to the foregoing regular meeting dates, the Commission may meet at other times, dates, and places as may be deemed appropriate to carry out the Commission's business.

If there is no pending business, the Community Development Director may cancel a Commission meeting by providing appropriate notice.

B. **SPECIAL MEETINGS.** Special meetings may be called by the Chair, a majority of the Commission members, the Community Development Director, or the City Council by giving at least forty-eight (48) hour notice before the meeting.

C. **QUORUM.** A quorum shall consist of not less than three (3) members of the Commission. It is necessary to have a quorum present to conduct business or hold a public hearing. A previously absent member may count towards a quorum and participate in a continued hearing if the commissioner states for the record that they have listened to the recordings of the prior meeting and have read all of the evidence in the record

D. **VOTING.** Motions may be made and seconded by any member of the Commission except the Chair. Each Commission member, including the Chair, shall vote unless there is a recognized conflict of interest or unless the Commission member or Chair was unable to consider the full record on the matter. In this case, the Commission member or Chair will abstain.

A majority vote of those constituting a quorum shall be required to pass any motion before the Commission. All voting on public hearing issues shall be by roll call of the Commissioners. On a tie vote, the motion fails.

The Commission shall approve or deny any application where the Commission serves as the hearings body. Matters where the Commission does not serve as the hearings body may be forwarded to the City Council with either a recommendation to approve, recommendation to disapprove, or no recommendation.

E. **AGENDA.** The Community Development Director, in conjunction with the Chair, shall set the agenda and give notice to members seven (7) days prior to the meeting. Additional items may be added at the meeting when requested by individual Commission members, City Council, or Community Development staff.

F. **MINUTES.** A recording of the Commission's proceedings plus an accurate written record shall be maintained by the City Recorder in compliance with the state records retention schedule, and in the office of the Community Development Department.

SECTION 6: COMMISSION HEARINGS

- A. CONFLICTS OF INTEREST, BIAS, AND EX-PARTE CONTACTS.** A Commission member shall not participate in any proceedings in which any of the following has a direct, or substantial financial interest: the member, the member's spouse, brother, sister, child, parent, parent-in-law, cousin, niece, nephew, employer or partner in any business with which he or she is negotiating or has an arrangement or understanding concerning prospective partnership or employment.

Any action, or potential financial, or other interest that would lead to bias or partiality shall be disclosed at the hearing where the action is considered.

Any party to any action may, in relation to an action, challenge the impartiality of any member before or during the hearing on the action. A challenge must include the facts relied upon by the challenging party relating to the member's alleged bias, prejudgment, or personal interest, or other facts from which the party has concluded that the member cannot participate in the decision in an impartial manner.

In the event of a challenge for bias, the member shall respond in a statement of capacity to participate in the hearing, which shall be part of the record. The statement shall refer to the challenge and include the reasons why the member wishes to participate or be disqualified. The statement of capacity to participate in the hearing shall not be subject to cross examination, but shall be subject to rebuttal by the challenging party.

The member of the Commission shall not:

1. Communicate, directly or indirectly, with any interested persons or their representatives in connection with any matter before the Commission that is subject to a public hearing except upon notice and an opportunity for all parties to participate;
2. Take notice of any communication, reports, staff memoranda, or other materials prepared in connection with the particular case unless the parties are afforded an opportunity to contest the material so noticed; or
3. Conduct a site visit with a party or their representative unless all parties are given an opportunity to be present.

If ex-parte contact cannot be avoided by a member of the Commission, disclosure of the contact shall be made by the member at the opening of the appropriate hearing. Such disclosure shall be subject to the same rules as for a statement of bias or conflict of interest.

Requests for disqualification based upon bias, conflict of interest, or ex-parte contact shall be considered by the entire Commission present, and be granted upon majority consent (excluding the individual disclosing or challenged concerning bias or ex-parte contact). The Commission shall consider the evidence in the record and decide whether the individual can reasonably be expected to render an impartial decision.

In the event a member is disqualified, the remaining members shall hear the application. In the event of no quorum, the application will be rescheduled to a future meeting.

No decision or action of the Commission shall be invalid due to ex-parte contact or bias resulting from ex-parte contact with a member of the decision-making body, if the member of the decision-making body receiving the contact:

- a. Places on the record the substance of any written or oral ex-parte communications concerning the decision or action; and
- b. Has a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication made at the first hearing following the communication where action will be considered or taken on the subject to which the communication related.

A communication between city staff and the Planning Commission shall not be considered as ex-parte contact for the purposes listed in the above paragraph and subparagraphs.

- B. BURDEN OF PROOF.** The burden of proof is placed upon the applicant seeking approval of the proposed action. Such proof shall show that:

The proposed action is in accordance with the applicable standards and criteria of the City of Madras Comprehensive Plan and relevant zoning ordinances.

C. **HEARING PROCEDURES.** Hearings on proposed actions shall be conducted in compliance with Article 9 of the City of Madras Zoning Ordinance (No. 864) as it may be amended from time to time. These bylaws shall be subordinate in the event of any conflict with the City of Madras Zoning Ordinance.

D. **ORDER OF HEARING.** The general rules governing hearings will be as follows:

1. Questions may be asked by Commissioners at any time on any point and shall be directed through the Chair;
2. The length of time given for speakers may be indicated by the Chair;
3. The Chair may regulate time allowed if it is in the public's interest and necessary to the Commission's responsibility as a hearings body;
4. Anyone wishing to testify before the Commission may be represented by counsel;
5. Questions must be submitted to the Chair who may request answers.
6. All Commissioners are expected to contribute to the deliberation by asking questions, and discussing issues;
 - Hearing declared open
 - Chair reads ORS 197/227....., if requested, or not included on the meeting agenda.
 - Staff report
 - Applicant testimony
 - Testimony of proponents
 - Written testimony favoring application shall be read by the Chair or designee

- Testimony of all opponents
- Written testimony in opposition to the application shall be read by the Chair or designee
- Applicant rebuttal
- Public hearing is closed
- Discussion by Commissioners including attention to any relevant written questions from the audience
- Action by the Commission; motion for disposition; discussion of the motion; call for the question, and voting

A continuance may be granted by a majority of the Commissioners present if new information regarding the application has been presented by the applicant after the notice of public hearing is sent.

If the hearing is continued, the time and place shall be announced. Persons previously notified need not be renotified.

If there is no continuance, the record shall remain open for seven (7) days if a party so requests.

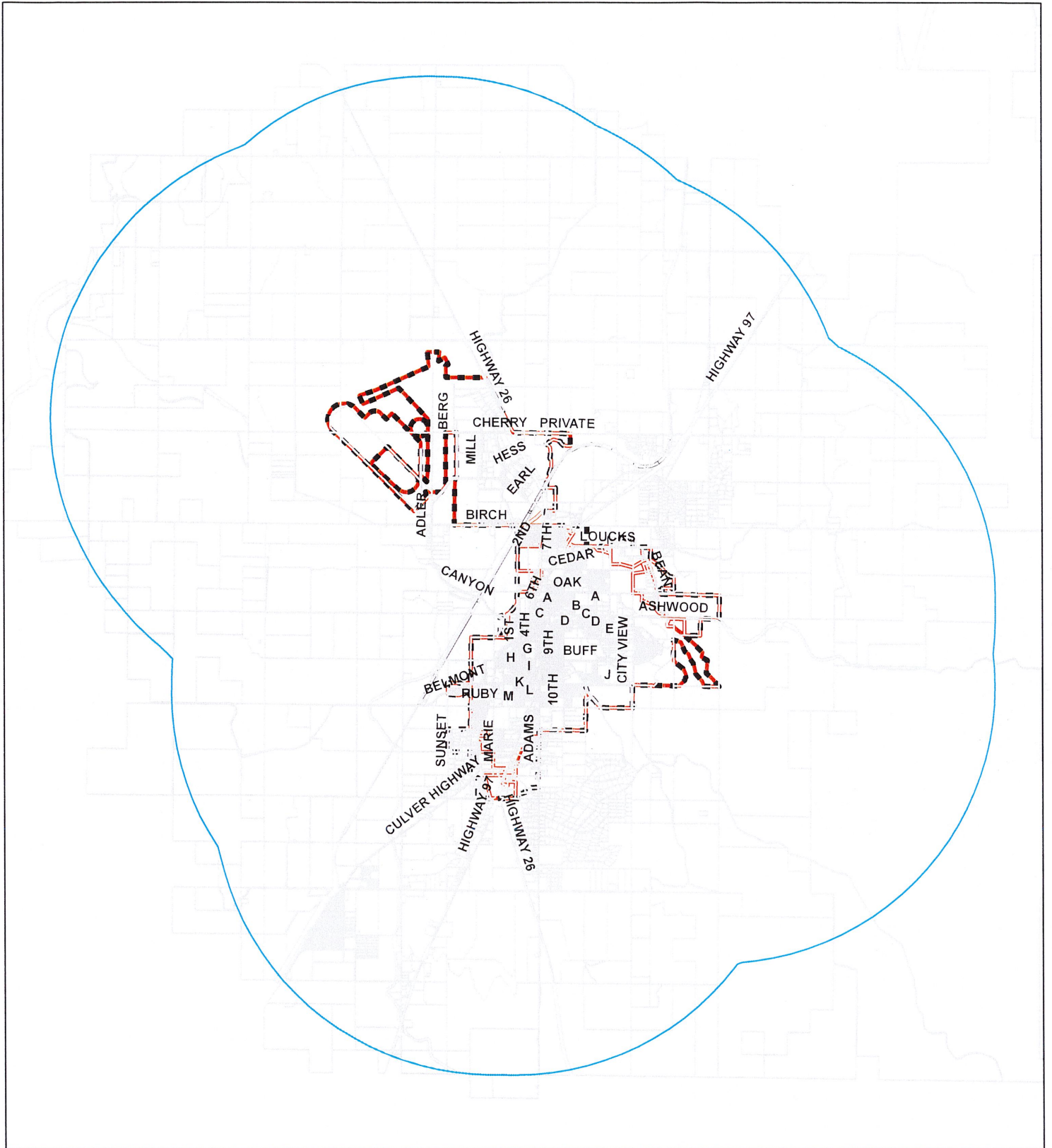
SECTION 7: PLANNING COMMISSION TRAINING

The Community Development Department shall provide appropriate training to all Commission members when the department's budget allows for training. All Commission members shall be given a current, complete notebook containing the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, any updates thereto, and any other written information that will assist the Commission members in carrying out their duties.

SECTION 8: CITY PLANNING COMMISSION BYLAWS REVIEW

These bylaws shall be reviewed for appropriate and timely revision(s) at the first meeting of each calendar year.

Planning Commission By-Laws Membership Map







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.



1 inch = 7,788 feet

N.Snead, City of Madras, 6/18/2024

-  3 mile City Limits Buffer
-  3mile taxlotbuffer
-  UGB_Madras
-  City Limits

Planning Commission Candidate Questions

City Council Name: _____

Please turn this form to the Community Development staff upon completion of the interview.

Candidate Name: _____

City Council #1 asks:

Q1. Why are you interested in serving on the Planning Commission specifically versus other committees or commissions in the City?

A1. _____

City Council #2 asks:

Q2. How will your background and experience benefit the Commission?

A2. _____

City Council #3 asks:

Q4. In your role as a Planning Commissioner, potential conflicts of interest may arise between your personal interests and your duties to the community. If faced with such a situation, how would you handle it to ensure transparency and uphold the integrity of the decision-making process?

A4. _____

City Council #4 asks:

Q5. The Planning Commission typically meets on the 1st and 3rd Wednesday of each month at 6:30 pm. Are you available and committed to attending these meetings regularly?

A5. _____

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION 20-2024, A RESOLUTION OF THE CITY OF MADRAS ADOPTING CODE ENFORCEMENT POLICIES AND PROCEDURES MANUAL**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the City Council adopt Resolution No. 20-2024 as presented.

OVERVIEW:

On June 11, 2024, the City Council was presented with the draft Code Enforcement Policies and Procedures Manual. Staff and the City Attorney believe the policies and procedures in the City of Madras Code Compliance Program Policy and Procedures Manual will enhance compliance with the Madras Municipal Code, resolutions of the City Council, and permits and approvals issued by City and thereby the quality of life in the City. Staff has prepared a resolution to adopt the Manual for the Council's consideration at the July 23, 2024, meeting.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution 20-2024 Adopting Code Enforcement Policies and Procedures Manual.
Code Compliance Policy and Procedures Manual.

STRATEGIC GOAL:

N/A

RESOLUTION NO. 20-2024

**A RESOLUTION OF THE CITY OF MADRAS ADOPTING CODE ENFORCEMENT
POLICIES AND PROCEDURES MANUAL**

WHEREAS, Madras City Council (“Council”) has adopted ordinances to protect the health, safety, and welfare of the City of Madras (“City”);

WHEREAS, City has established a code enforcement program for the enforcement of City’s adopted ordinances; and

WHEREAS, Council has determined that it is important to adopt fair and consistent policies and procedures to assist City staff in the administration of City’s code enforcement program.

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

1. Findings. The above-stated findings contained in this Resolution No. 20-2024 (this “Resolution”) are hereby adopted.
2. Adopted Policies and Procedures. The Code Compliance Policy and Procedures Manual attached hereto as Exhibit A is hereby adopted.
3. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, rule, regulation, restriction, code, or ordinance includes the law, rule, regulation, restriction, code, or ordinance as now in force and hereafter amended. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the Madras City Council and signed by the mayor on this ____ day of _____, 2024.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

Exhibit A
Code Compliance Policy and Procedures Manual

[attached]

CITY OF MADRAS
Code Compliance Policy and
Procedures Manual

Adopted as of May _____, 2024

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PREFACE

Code enforcement in the City of Madras (“City”) is a priority of the Madras City Council (“City Council”). To further the City’s code enforcement objectives, the City Council has assigned staff and resources toward code enforcement (collectively, the “Code Compliance Program”). The City Council believes the policies and procedures in this City of Madras Code Compliance Program Policy and Procedures Manual (“Manual”) will enhance compliance with the Madras Municipal Code, resolutions of the City Council, and permits and approvals issued by City (collectively, the “City Code”) and thereby the quality of life in the City.

I. MISSION

The mission of the Code Compliance Program is to protect the health and safety of the City's residents and visitors, and the livability of the community, by effectively and equitably administering compliance with the City Code. City will pursue City Code compliance both by encouraging voluntary compliance and by sanctioning violators who do not voluntarily comply.

II. PURPOSE

The purpose of this Manual is to provide written guidelines for:

- A. The prioritization of code enforcement cases;
- B. Initiation and investigation of code violation complaints;
- C. Enforcement of the City Code through voluntary compliance;
- D. Prosecution of violators who do not comply;
- E. Sanctioning of violators and the assessment of fines and penalties; and
- F. Recovery of the City's investigation and enforcement costs.

This Manual is intended to increase consistency and predictability within the Code Compliance Program, and to educate the City's residents and property owners about code compliance and the consequences of violating the City Code.

III. INTERPRETATION

This Manual describes the standard policies and procedures for code compliance and should be interpreted so as to maximize both the efficiency of the Code Compliance Program as well as compliance with the City Code. This Manual should be followed unless otherwise directed by the City Council or City Administrator (all references to “City Administrator” in this Manual shall include any designee of the City Administrator).

IV. CODE COMPLIANCE PHILOSOPHY

Policy: The City's policy is to achieve compliance with the City Code in all cases of reported and verifiable code violations. However, the City may not always have sufficient resources to expeditiously address all cases. Consequently, the City has established, through this Manual, both a priority ranking for code enforcement and procedures designed to maximize available code compliance resources. The Code Compliance Program should follow the priority ranking set forth

in Section V of this Manual. It also should be flexible enough to allow the level of enforcement that best fits the type and circumstances of the code violation(s), consistent with the priorities and resources of City.

A. Enforcement Levels. The levels of enforcement available to the City are:

1. Pre-Enforcement Notice (as further defined below);
2. Obtaining voluntary compliance with or without a Voluntary Compliance Agreement (as further defined below);
3. Enforcement Orders;
4. Citation and prosecution of violation in court or through administrative hearings;
5. Court actions for injunction and other relief such as receivership pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455);
6. Nuisance or derelict structure abatement;
7. Liens and recorded notices; and
8. Permit revocation.

B. Sequence of Enforcement. The levels of enforcement are not exclusive, or mutually exclusive, and may be used alone or in sequence or combination with other levels, other remedies available at law or equity, or remedies available to agency partners. However, in most code violation cases, City will use the code enforcement levels in the sequence they appear in Paragraph A.

C. Criteria for Choosing Level of Enforcement. Some code violation cases may have aggravating or mitigating circumstances requiring a different sequence for enforcement activity than that set forth in Paragraph A. The City may choose a more aggressive sequence if one or more of the following circumstances is present (or a more lenient sequence if the circumstance is the opposite from that described below):

1. The code violation is severe (e.g., deviates greatly from the City Code);
2. The violation poses a significant or imminent threat to public health and safety, or to the environment as determined by the City Administrator;
3. The violation may cause economic harm to residents or to the City as a whole;
4. The physical size or extent of the violation is significant as determined by the City Administrator;
5. The violation has existed uncorrected for a significant period as determined by the City Administrator;
6. There is a previous history of complaints and code enforcement on the subject property and/or with the alleged violator;
7. There is good potential for combining enforcement action on the violation with other violations; and/or

8. There is little likelihood of obtaining voluntary compliance.

V. PRIORITIES FOR CODE ENFORCEMENT

Policy: City staff shall attempt to investigate and resolve all code violations within budget and staffing resources of the Code Compliance Program. However, because of limited resources, there may be times when all code violations cannot be given the same level of attention, and some code violations may receive no attention at all for a period of time, as determined by the City Administrator.

In circumstances where not all code violations can be investigated, the most serious violations, as determined under the priorities set forth in this section and the criteria for enforcement in Section IV(C) of this Manual, shall be addressed before the less serious violations are addressed, regardless of the order in which the complaints are received. However, complaints alleging both priority and non-priority violations should be processed together to maximize efficiency.

A. Priority Cases. The City Council has established the following priorities for City Code violations:

1. Violations that present an imminent or significant threat to public life, health, and safety;
2. Violations that impact streams, floodplains, wetlands, and historic resources;
3. Violations that impact public property or the public's authorized usage thereof;
4. Violations that impact livability or commerce; and
5. Other violations.

B. Prioritizing Cases.

Policy: Complaints should be processed in the order set forth under Paragraph A above and complaints within the same priority ranking under Paragraph A above should be processed in the order in which the complaints are received. All complaints will be processed as code enforcement resources allow.

Exception: At the discretion of a code enforcement officer (as defined MMC 2.30.010, a "Code Enforcement Officer" and collectively, Code Enforcement Officers are referred to herein as "Code Compliance Program staff"), and in consultation with the City Administrator, complaints may be processed in any order that maximizes the efficiency of enforcement.

Procedure: All complaints concerning a particular type of code violation (e.g., noxious weeds), or all complaints of violations occurring in a particular geographic area, may be processed together, regardless of the order in which the complaints are received.

VI. APPLICABILITY

Policy: This Manual applies to all City Code compliance and all Code Enforcement Officers. Except as otherwise provided, the policies and procedures in this Manual apply to all alleged City Code violations, whether or not they existed or were known by the City on the effective date of this Manual. The policies and procedures in this Manual supersede any conflicting City policies and procedures. In the event of any conflict between the City Code and this Manual, the City Code

shall prevail.

Non-Applicability to Covenants, Conditions and Restrictions. Many subdivisions and planned communities are subject to private, recorded covenants, conditions, and restrictions (“CCRs”). The City does not enforce CCRs, because CCRs are private arrangements between property owners, unless City is a property owner subject to CCRs or otherwise a party to CCRs (and even then, prosecutions of CCRs by City are only to protect City’s interests).

Non-Applicability to Private Legal Action. In some instances, residents, tenants, or property owners may have a private cause of action against a party in violation of the City Code. The City does not prosecute private causes of action and does not provide legal advice with respect to private causes of action.

VII. INITIATION OF CODE ENFORCEMENT

Code enforcement may be initiated by any of the following methods:

A. Complaints. Any person may make a complaint to the City alleging one or more violations of City Code.

1. Form. Complaints must be submitted on City’s approved forms, which will be available at City Hall and on City’s website. If the City receives a complaint other than the City-approved complaint form, staff shall direct the complainant to complete the approved complaint form and provide a copy or a link to such form. To be investigated, a resident complaint must contain all information required on the complaint form.

2. Anonymous Complaints

Policy: The City's policy is to not accept anonymous City Code violation complaints. The City believes that anonymous complaints are not as reliable as those made by complainants who are willing to identify themselves. In addition, in many cases, the complainant's identification and testimony may be necessary for successful prosecution. A complainant’s unwillingness to participate in prosecution of the complaint may result in the City electing not to further investigate or prosecute the complaint.

Exceptions: The City recognizes there may be cases justifying an exception to this policy. These are cases where the nature of an anonymous complaint reliably suggests the existence of code violations presenting an imminent threat to public life, health, and safety, or to the environment, which threat may be easily verified by City staff. In such cases, as determined by the City Administrator, City staff may further investigate the anonymous complaint.

3. Confidentiality

Policy: The City's policy is to maintain the confidentiality of code enforcement complaint files and computer records, including the identity of the complainant, to the extent legally possible. The City believes it is important to maintain this confidentiality to assure effective investigation and prosecution of City Code violations. In addition, the City recognizes that some complainants do not want their names disclosed to the alleged violator for fear of retaliation. However, public records laws may require disclosure, and,

in some cases, it may be necessary for successful prosecution for the complainant to be identified and to participate in the prosecution of the complaint.

Exceptions: In cases where the City chooses to cooperate with, or defer to, federal or state agencies for code enforcement, the contents of the file may be disclosed, as necessary, to the other agency.

Procedure: In order to maintain the confidentiality of code enforcement complaints and the identity of the complainants, while assuring effective prosecution and enforcement and compliance with state law, the following procedures apply:

- a. To the extent legally permissible, City Code enforcement files will be maintained as confidential files until the file is closed.
- b. The contents of City Code enforcement files will not be disclosed to anyone other than City staff who have a reason to know about and who are involved in the investigation, or to similar staff of an agency with which the City is cooperating. The contents of the file will not be disclosed to any other person absent court order or otherwise as required by the public records law, until: 1) the investigation is complete and a discovery request is made; or 2) the file is closed and disclosure is made pursuant to the public records law.

B. Observation by City Staff. City staff often observe potential City Code violations while performing City business (e.g. processing land use applications, performing inspections of the subject or an adjacent property, etc.) or discover additional violations as part of investigating a previously reported violation. Such observations may form the basis for either initial or additional investigation and enforcement action.

Policy: If in the course of performing City business, City staff obtain probable cause to believe a violation of City Code exists, City staff should document such violations on a City Code complaint form and forward such documentation to a Code Enforcement Officer. Additional violations discovered by Code Enforcement Officers as part of an investigation should be made part of the case file for the property and/or violator under investigation. Code Compliance Program staff shall investigate documented violations in accordance with the priority ranking and otherwise as Code Compliance Program resources allow.

C. Proactive Code Enforcement. Within available Code Compliance Program resources, the City may undertake a number of City-initiated procedures for proactive code enforcement. These procedures may include:

1. Investigations and prosecutions of City Code violations in particular geographic areas;
2. Investigations and prosecutions of City Code violations of a particular type throughout the City (e.g. fire hazard vegetation management during periods of heightened fire hazard risk);
3. Timely and regular follow-up by City staff for compliance with conditions and requirements for permits, approvals, and agreements;
4. Examination and comparison of City files for evidence of City Code violations;

5. Revocation of permits and approvals for failure to comply with requirements or conditions;
6. Cooperation with code compliance by other regulatory and licensing agencies; and
7. Cooperation with utility companies to terminate service, to the extent authorized by law, to non-permitted uses on property.

D. Permit/Approval Condition Monitoring by City Staff. The City routinely issues land use, construction, and other permits, approvals, and agreements with a variety of requirements, conditions, and deadlines. For example, a land use approval may require landscaping the site by a certain date, and approvals may expire if progress milestones are not met. City Code violations occur when these permit and approval conditions are not followed. Moreover, an agreement of the City may provide for a breach of the agreement to constitute a violation of the City Code or, where applicable, the condition of approval that required such agreement.

Policy: The City's policy is that City staff may conduct timely and regular monitoring of conditions of approval and similar compliance evaluations for all permits, approvals, and agreements.

Procedure:

- a. If any permits, approvals, or agreements are found not to be in compliance with conditions of approval or other permit requirements, assigned staff shall undertake appropriate action to obtain compliance.
- b. If the assigned staff are unable to obtain compliance within a reasonable time established for that purpose, they shall report the violation and any enforcement action already taken to Code Compliance Program staff for further code enforcement action.

E. Report by City Councilor. A City Councilor may report a potential City Code violation by submitting a complaint form.

F. Information from Official City Records. Potential City Code violations may be discovered by examining the City's own official records. For example, cross-referencing between the Assessor's records and City records may reveal construction or land use activity without necessary permits or approvals. City staff may also discover code violations by comparing the City's own land use, environmental health, and construction permit records with each other.

Policy: City staff may regularly compare all pertinent City records to identify potential City Code violations.

Procedure: City Code violations discovered through comparison of information in City files shall be reported to the Code Compliance Program on a City complaint form.

VIII. RECORDING COMPLAINTS

All complaints received by the Code Compliance Program shall be recorded. The "Complaint Record" is the official record of the complaint and its investigation and resolution. The Complaint Record shall include, at a minimum, the following information:

1. An assigned complaint number;

2. Assessor's information on the subject property (e.g. address, tax lot number, etc.);
3. The complaint form;
4. Which Code Enforcement Officer is assigned to the case;
5. Documentation of investigation or non-investigation; and
6. Documentation of disposition of complaint.

IX. NOTICE OF INVESTIGATION

When Code Compliance Program staff initiates an investigation, they may provide notice to any City department or federal, state, or local agency that may have an interest in the alleged violation.

X. INVESTIGATION

A. Preliminary Matters. At the beginning of each investigation, the following shall be established:

1. **Jurisdiction.** The property upon which the alleged City Code violation exists must be in the City's code enforcement jurisdiction.
2. **Property Ownership.** All persons with a recorded legal interest in the subject property should be identified. These persons should include the owners, contract purchasers, lessees and lienholders or other security interest holders.
3. **Responsible Persons.** In addition to the persons listed in subparagraph 2, any other Responsible Person (as defined in MMC 2.30.010) for the alleged City Code violation(s) should be identified. These persons could include tenants, contractors, or other occupants.
4. **Identification of Applicable Code Provisions.** Code Compliance Program staff, with the assistance of other staff, shall identify the pertinent provisions of the City Code, or conditions of approval from applicable permits, approvals, or agreements, that may have been violated according to the complaint.
5. **Prior Complaint History.** Code Compliance Program staff shall examine City records to determine the existence and status of any prior or existing City Code violation complaints on the subject property or concerning the alleged violator.

B. Establishing Elements of a Violation. Before a Pre-Enforcement Notice is sent, or any further enforcement action is taken, it must be determined whether the complaint establishes a violation of City Code. If it does not, the case will be resolved by file closure as provided in Section XII of this Manual. Code Compliance Program staff, after any necessary field or other investigations, shall determine if the following elements have been established.

1. **Responsible Person.** The person or persons who are reasonably believed to have committed the violation, or who are or may be legally responsible for the alleged City Code violation, have been identified.

- 2. Alleged Violation Occurred or is Occurring.** A complaint may allege a City Code violation that occurred in the past (e.g., construction without a permit) or that occurs only intermittently (e.g., periodic non-permitted commercial activity in a residential zone). Code Compliance Program staff shall determine whether there are reasonable grounds to find the alleged violation occurred or is occurring (e.g. the circumstances described in the complaint, if true, are a violation of City Code and there is substantial evidence to support the existence of the circumstances described in the complaint). Such grounds may be established either by personal observation by Code Compliance Program staff or by reliable evidence provided by a complainant or public records. If Code Compliance Program staff determines that reasonable grounds do not exist, no enforcement action will be taken until the complainant or the Code Compliance Program staff has had a reasonable opportunity to develop such grounds. If no reasonable grounds are developed within a reasonable period, the case will be resolved by file closure as provided in Section XII of this Manual.
- 3. Relevance of Statute.** In some instances, a complaint may allege a City Code violation on property subject to other protections. A common example is the State’s restriction on local laws governing forest and farm practices (ORS 30.934 and 30.935). Code Compliance Program staff shall, with the assistance of other CDD staff and City legal counsel as necessary, consider the relevance of statutes in substantiating a City Code violation. If Code Compliance Program staff verifies conflicting relevance under the law, the case should be resolved by file closure as provided in Section XII of this Manual.

C. Assignment of Investigation and Enforcement Responsibility.

Policy: The responsibility for field investigation and code enforcement should be assigned to City staff most able and qualified to conduct the investigation and undertake appropriate enforcement action even if not a Code Enforcement Officer. For example, alleged violations of transient room tax reporting requirements may be best handled by staff in the City’s Finance Department. However, all code enforcement activity should be coordinated with Code Compliance Program staff to avoid duplication of efforts.

Procedure:

- 1. Assignment.** Assignment of field investigation and code enforcement responsibility shall be made by the City Administrator, or applicable department head, on a case-by-case basis or pursuant to standing policies in this Manual or elsewhere. The following criteria shall be used for assignment of responsibility:
 - a. The nature of the code violation(s) alleged in the complaint;
 - b. The knowledge and expertise needed to investigate the alleged violation;
 - c. The history of prior code enforcement on the subject property or with the alleged violator;
 - d. The status of permits and approvals on the subject property; and
 - e. The workload of the relevant staff and the projected timeline for investigation and resolution of the complaint.

2. **Coordination.** Whenever responsibility for code enforcement activity is assigned to City staff other than Code Compliance Program staff, such staff shall consult with Code Compliance Program staff and keep them advised of their activities. When City staff other than Code Compliance Program staff are assigned to investigate a complaint for which a Complaint Record has been created, such staff shall enter into the record a report of any action undertaken to investigate or to obtain compliance.

D. Field Investigation

1. **Purpose.** The purposes of code enforcement field investigations are to:
 - a. Verify the existence and severity of City Code violations;
 - b. Document City Code violations by means of written notes, photographs, witness interviews, etc.; and
 - c. Obtain supporting evidence such as photographs, measurements, names, and statements of potential witnesses, etc.
2. **Coordination.** Whenever responsibility for field investigation is assigned to City staff other than Code Compliance Program staff, the coordination and notification described in Paragraph C(2) of this section shall occur.

3. Preparations and Precautions

Policy: Code Compliance Program staff and other assigned City staff, as well as members of the public, should not be exposed to unreasonable risks of violent confrontation or injury during the course of field investigations. City staff shall take whatever actions are reasonable and necessary to minimize the known risk of violent confrontation or injury to themselves or others in conducting their field investigations.

Procedure:

1. **Law Enforcement Assistance.** When appropriate, Code Compliance Program staff or other assigned staff should contact the Madras Police Department and/or Jefferson County Sheriff's Office to determine if there have been previous criminal complaints or investigations concerning the subject property or alleged violator, and whether, in the opinion of the Madras Police Department and/or Jefferson County Sheriff's Office, a field investigation would present any threat to the safety of staff, the alleged code violator, or other persons present during a field investigation. Code Compliance Program staff or another assigned City staff person may request law enforcement assistance in conducting the field investigation and may postpone such investigation until law enforcement assistance is available.
2. **Announced/Unannounced Field Visits.** At the discretion of Code Compliance Program staff or other assigned City staff, a field visit to the vicinity of the subject property may be conducted with or without prior notice to the property owner, occupant, or alleged code violator. The determination of whether or not to give prior notice shall be made on the basis of the following criteria:
 - a. The nature of the alleged violation;

- b. Whether or not prior notice will make detection and documentation of the alleged violation more difficult; and
- c. Whether or not prior notice will unnecessarily increase the known risk of violent confrontation or injury to Code Compliance Program staff or other assigned City staff.

3. Entering Upon Property or Premises

Policy: It is the City's policy that Code Compliance Program staff and other assigned City staff not enter upon private property or premises to conduct a field investigation without authority to enter.

Procedure: Unless permission is granted, the investigation shall be conducted from public roads or adjacent property where permission to enter has been granted. If Code Compliance Program staff or other assigned staff do not have permission or other authority to enter upon property or premises, and entry upon the property or premises is necessary to conduct the investigation, Code Compliance Program staff or other assigned City staff shall consult with City legal counsel about obtaining a search warrant.

E. Report of Investigation

Report. Upon completion of the initial investigation, Code Compliance Program staff or other assigned staff shall complete a report of investigation in the Case Record referred to herein as a "Field Investigation Report". The Field Investigation Report should be completed as soon as reasonably possible after the date and time of the field visit to ensure a complete and accurate report.

1. The report shall include at least the following information:
 - a. Name of investigator;
 - b. Date, time, and place of field visit;
 - c. Code violation(s) observed;
 - d. If no code violation(s) are observed, an explanation;
 - e. Witnesses, if any, interviewed and other persons present, if known, on site at the time of the investigation;
 - f. Evidence, if any, obtained (e.g., photographs);
 - g. Discussion, if any, of violation with owner, occupant, or other Responsible Person;
 - h. Action necessary, if known, to correct violation; and
 - i. Recommended enforcement action.
2. **Complainant Notification.** Upon completion of the initial investigation, Code Compliance Program staff shall notify the complainant of the status of complaint investigation. This notification should include information on whether a case will be opened, the reason a

case will or will not be opened, and name and contact information of the staff member assigned to the code enforcement case.

XI. ENFORCEMENT PROCEDURES

A. Voluntary Compliance

Policy: The primary objective of the Code Compliance Program is voluntary compliance. Staff encourage voluntary compliance by providing violators and other Responsible Persons with information about the City Code and an opportunity to comply with the City Code within reasonable timeframes and with little or no penalty. The City believes that voluntary compliance generally is less expensive for all parties and of a more satisfactory and lasting nature than involuntary compliance.

Notwithstanding this objective, the City believes that allowing City Code violators the opportunity to voluntarily comply any time during code enforcement, or outside reasonable time limits for such compliance, may actually result in abuse of this opportunity in order to delay compliance. Therefore, it is the City's policy to limit the time frame during which City Code violators may come into voluntary compliance with little or no penalty.

Procedure:

The following procedure shall apply for achieving voluntary compliance:

- 1. Limited Time Frames.** Opportunities for voluntary compliance without consequences, where provided, shall be of limited duration. The facts in each case differ. Therefore, Code Compliance Program staff shall consider the appropriate time frame for compliance on a case-by-case basis. Generally, a Pre-Enforcement Notice should provide between (10) and thirty (30) days from the date of the Pre-Enforcement Notice for the violator to either cure the violation or enter into a Voluntary Compliance Agreement depending on the nature of the violation at issue. However, circumstances may dictate a different response period.
- 2. Time Extended by Voluntary Compliance Agreement.** Following the issuance of a Pre-Enforcement Notice, if the alleged violator admits the violation(s) and requests extended time for voluntary compliance, the alleged violator shall sign a "Voluntary Compliance Agreement" in a form acceptable to City's legal counsel. A Voluntary Compliance Agreement shall provide, at a minimum, that, in exchange for the extended time for voluntary compliance, the alleged violator (i) admits to the City Code violation and waives any right to a hearing on the violations or contest the violation in court; (ii) agrees to cure the violation(s) by a specified time; (iii) stipulates to monetary and other penalties, as well as City cost recovery, for non-compliance with the Voluntary Compliance Agreement; (iv) consents to entry of judgment; and (v) consents to City entry onto the subject property to monitor compliance with the Voluntary Compliance Agreement and/or to abate the violations by City upon default by the violator.

B. Pre-Enforcement Notice

- 1. Timing.** When Code Compliance Program staff or other assigned City staff determine there are reasonable grounds to find a violation did or does occur, based upon the

information in the complaint and any field investigation, a Pre-Enforcement Notice may be sent on a standard form approved by City legal counsel.

2. **To Whom Sent.** A Pre-Enforcement Notice should be sent to all known Responsible Persons or, at the very least, the owner of the subject property. A property owner is ultimately responsible for City Code violations occurring on such owner's property.
3. **How Sent.** Pre-Enforcement Notices should be sent by the method, or combination of methods, most likely to reach Responsible Persons. Potential methods include:
 - a. By personal service;
 - b. By first class, certified, or registered mail (if sent certified or registered also send a copy by first class as a violator may refuse to sign for or accept certified or registered mail) to the last known address of the responsible party (use Assessor or Secretary of State records);
 - c. Posting to the subject property; and/or
 - d. By any method authorized by the Oregon Rules of Civil Procedure for the service of summons (e.g. publication in newspaper of general circulation).
4. **Follow Up.** If, within the voluntary compliance time frame set forth in the Pre-Enforcement Notice, a Responsible Person has not contacted Code Compliance Program staff, staff shall determine the next step in the code enforcement process, including the issuance of an Enforcement Order (as defined in MMC 2.30.010 and as discussed below), Notice of Civil Penalty (as discussed below) and/or citation.
5. **Compliance.** If the Code Compliance Program staff determines that the required corrections have been made or a Responsible Person has provided evidence that no violation exists, the date and method of compliance shall be noted in the Complaint Record and the case shall be resolved by file closure pursuant to Section XII of this Manual.
6. **Corrective Action.** In some cases, corrective action may consist of both applying for and obtaining necessary permits or approvals. In such cases, the permit or approval application alone will not be sufficient to assure compliance. A Responsible Person must complete the application process, including all appeals, within a reasonable time and not allow the application to expire. Once the necessary permit or approval is obtained, a Responsible Person must complete all permit conditions prior to the expiration of any permit approval.

Policy: All City Code violation cases shall remain open until all permit conditions and other required corrective measures are completed.

Procedure:

- a. Where the required corrective action consists of both applying for and obtaining permits or approvals, Code Compliance Program staff, in consultation with other appropriate City staff, shall determine a reasonable time frame for applying for and obtaining the necessary permits or approvals.

- b. If at any time during the process for obtaining necessary permits or approvals the alleged violator fails to meet the reasonable timelines established by Code Compliance Program staff and such failure does not result from the actions of others, Code Compliance Program staff may pursue further code enforcement measures.
- c. If the alleged code violator is not granted the necessary permits or approvals, Code Compliance Program staff shall pursue further code enforcement measures unless (a) the alleged code violator enters into a Voluntary Compliance Agreement within a time frame established by Code Compliance Program staff, or (b) a lender has begun foreclosure proceedings and, in the opinion of Code Compliance Program staff, is likely to address the violation within a reasonable time after the foreclosure.

C. Enforcement Orders and Notices of Civil Penalty.

- 1. **Non-Compliance.** Where voluntary compliance cannot be obtained pursuant to a Pre-Enforcement Note or Voluntary Compliance Agreement, Code Compliance Program staff may issue an “Enforcement Order” in accordance with MMC 2.30.10 to 2.30.210 and, either in conjunction with the Enforcement Order or subsequent to the Enforcement Order, a “Notice of Civil Penalty” in accordance with MMC 2.30.240 to 2.30.250.
- 2. **Investigation Required.** No Enforcement Order or Notice of Civil Penalty shall be issued unless and until an investigation has verified the existence of a City Code violation.
- 3. **Form.**
 - a. **Enforcement Orders.** An Enforcement Order will be on a standard form approved by City legal counsel and should, at a minimum, contain the following:
 - i. The person and/or premises subject to the Enforcement Order;
 - ii. Reference to the particular City Code provision that is alleged to have been violated;
 - iii. A short and plain statement of the matters asserted or charged;
 - iv. A statement of the action required to remedy the violation;
 - v. The date on which the Enforcement Order was issued and the date and time by which the violation must be corrected;
 - vi. If a civil penalty is authorized, a statement that a civil penalty may be, will be, or has been assessed, and the maximum amount of the penalty per day;
 - vii. A statement of the right to appeal the Enforcement Order to the Hearings Officer;
 - viii. A short and plain statement of the appeal procedure; and
 - ix. A statement that if a notice of appeal is not filed within the time allowed, the respondent will have waived the right to review of the Enforcement Order.
 - b. **Notice of Civil Penalty.** A Notice of Civil Penalty will be on a standard form approved by City legal counsel and should, at a minimum, contain the following:

- i. A statement of the amount of the penalty;
 - ii. A statement of the party's right to appeal the civil penalty to the Hearings Officer;
 - iii. A short and plain statement of the appeal procedure; and
 - iv. A statement that if a notice of appeal is not filed within the time allowed, the respondent will have waived the right to review of the imposition or amount of the civil penalty.
- 4. Service.** All Enforcement Orders should be sent to all known Responsible Parties in the same manner as a Pre-Enforcement Notice. A Notice of Civil Penalty should be sent to the specific Responsible Persons subject to the civil penalty in the same manner as a Pre-Enforcement Notice.
- 5. Appeal Hearings.** An Enforcement Order and/or Notice of Civil Penalty can be appealed by any person subject to the Enforcement Order and/or Notice of Civil Penalty pursuant to MMC 2.30.220 or 2.30.280, which requires the person to submit an appeal within 15 business days from the date the Enforcement Order is received by such person (i.e. account for mail delivery delay of 3 business days for in state mailing and 7 days for out of state mailings). Timely and properly filing an appeal triggers the administrative hearing procedures discussed below. Before forwarding an appeal to the Hearings Officer for scheduling, be sure to evaluate whether there are any jurisdictional defects in the appeal (e.g. failing to timely submit, omitting required information, or failing to post the appeal fee) that warrant dismissal of the appeal. If an Enforcement Order without a Notice of Civil Penalty is issued, City will generally issue the Notice of Civil Penalty not as a retaliatory act, but to allow for concurrent resolution of both the substance of the matter and penalty imposed.
- a. Purposes.** The purposes of appeal hearings are to:
 - i. Allow the respondent to challenge the Enforcement Order or Notice of Civil Penalty; and
 - ii. Resolve any jurisdictional or procedural issues with the Enforcement Order or Notice of Civil Penalty.
 - b. Hearings Officer.** The Hearings Officer is an independent contractor of the City tasked to resolve appeals and other matters brought before the Hearings Officer and to provide due process for involved parties.
 - c. Scheduling.** Upon receipt of a properly filed appeal, the Code Enforcement Officer charged with prosecuting the violation will engage the Hearings Officer. The Hearings Officer ultimately determines scheduling of the hearing consistent with the hearing procedures set out in Chapter 2.30 of the City Code.

d. Hearing.

- i. Burden of Proof.** The City has the burden of proving at the hearing, by a preponderance of the evidence, the allegations in the Enforcement Order and/or the Notice of Civil Penalty.
- ii. Responsibility of Code Compliance Program Staff.** At the hearing, the responsibility of Code Compliance Program staff is to prosecute the case by presenting evidence, calling witnesses, and offering any relevant documents and other exhibits in support of the Enforcement Order and/or Notice of Civil Penalty.
- iii. Appearance by City Legal Counsel.** City legal counsel shall not represent the City at the hearing unless the defendant is represented by legal counsel at the hearing.
- iv. Failure to Appear.** If the respondent fails to appear at hearing, Code Compliance Program staff may request that the Hearings Officer enter a default judgment in favor of the City and impose penalties and other relief against the defendant in accordance with the Notice of Civil Penalty or as otherwise provided by the City Code.

- 6. Follow Up.** If an Enforcement Order, Notice of Civil Penalty, or an Appeal Hearing does not result in compliance, Code Compliance Program staff shall consult with City legal counsel to determine the next step in the code enforcement process including, without limitation, issuance of a citation, abatement procedures, or court action.

D. Citation

- 1. Non-Compliance.** The City's preferred method of prosecuting violations not resolved through voluntary compliance is through Enforcement Orders, Notices of Civil Penalties, and appeals to the Hearings Officer. However, in some circumstances, City may determine that circuit court is a better forum for particular violations. Circuit Court will be the forum of choice whenever violations are subject to criminal sanctions.
- 2. Investigation Required.** No citation shall be prepared unless and until an investigation has verified the existence of a City Code violation.
- 3. Form.** All citations to state court shall be on a uniform citation which conforms to ORS 153.045 through ORS 153.051.
- 4. Issuance of Citation.** After consulting City legal counsel, a Peace Officer (as defined in ORS 2.30.010) may issue a citation.
- 5. Service.** All citations to state court shall be served in accordance with ORS 153.154.
- 6. Setting Arraignment.** For citations to state court, the Peace Officer serving the citation shall set the date for arraignment.
- 7. Arraignment in State Court**
 - a. Purposes.** The purposes of arraignment are to:

- i. Allow the defendant to enter a plea to the citation;
 - ii. Resolve any jurisdictional issues;
 - iii. Set a trial date if the plea is not guilty; and
 - iv. If the plea is guilty, allow the defendant, the Peace Officer, and other City Code Compliance Program staff the opportunity to provide information to the court regarding penalties and related matters.
- b. Appearance by City Legal Counsel.** City legal counsel shall not represent the City at arraignment unless the defendant has legal counsel at arraignment.
- 8. Failure to Appear at Arraignment in State Court.** If the defendant fails to appear at arraignment, Code Compliance Program staff may request that the court enter a default judgment in favor of the City and impose penalties against the defendant and award such other relief to City as permitted under applicable law.
- 9. Trial.** If the defendant pleads not guilty to the allegations in the citation, Code Compliance Program staff shall request that the court set the matter for trial at the earliest available date.
- a. Burden of Proof.** The City has the burden of proving at trial, by a preponderance of the evidence, the allegations in the citation.
 - b. Responsibility of Code Compliance Program Staff.** At trial, the responsibility of Code Compliance Program staff is to prosecute the case by presenting evidence, calling witnesses, and offering any relevant documents and other exhibits in support of the citation.
 - c. Appearance by City Legal Counsel.** City legal counsel shall not represent the City at trial unless the defendant is represented by legal counsel at trial.

E. Injunctions and Other Court Relief

Policy: Code Compliance Program staff may seek injunctions or other relief from a court in cases where other methods of code enforcement may be inadequate or have been unsuccessful.

Procedure:

- 1. When Sought.** Code Compliance Program staff may request City legal counsel to obtain/coordinate injunctions or other court action in any case in which:
 - a.** A violation(s) presents an imminent threat to the public life, health, and safety or to the environment;
 - b.** A violation, or continuation thereof, will result in irreparable harm to City property or the public; or
 - c.** A violation has not been corrected within a reasonable time after a defendant was found by the court or Hearings Officer to be guilty of a code violation.
 - d.** Court action will present a better or more expedient remedy to City or is otherwise better suited to address the subject City Code violation.

2. **By Whom.** Court actions for injunctions or other relief should be pursued by City legal counsel.
3. **How Enforced.** After issuance of an injunction or other relief, if the violator fails to comply within the time period specified by the Court, the City legal counsel may initiate civil contempt proceedings against the violator.

F. Permit Revocation. Certain City Codes authorize the revocation of permits or approvals for failure to comply with their requirements or conditions.

Policy: To maximize code compliance, the City may revoke permits and approvals to the extent authorized by law in appropriate cases. Revocation of permits is particularly appropriate in cases in which corrective action may not be effective in achieving compliance due to the nature of the violation and/or the deliberateness of the violator's actions.

Procedure:

1. **Report to Code Compliance Program Staff.** If City staff responsible for monitoring and/or reviewing a particular type of permit determine that the conditions or requirements of a permit or approval have not been met, that staff member shall inform Code Compliance Program staff of such violation, and Code Compliance Program staff shall enter the information in the code enforcement electronic files.
2. **Factors for Revocation.** City staff responsible for monitoring and/or reviewing a particular type of permit shall determine whether to undertake permit revocation proceedings as authorized under the applicable City Code provisions. The following factors shall be considered:
 - a. Whether the criteria for permit revocation set forth in the applicable City Code provisions exist;
 - b. The severity of the deviation from the permit or approval requirements or conditions;
 - c. The deliberateness of the deviation from the permit or approval requirements or conditions; and
 - d. Whether compliance can be achieved more effectively through other code enforcement methods.
3. **Procedures.** The City Code specifies procedures for revocation of certain types of permits and approvals. Code Compliance Program staff should consult with City legal counsel on proper procedures.

G. Nuisance Abatement. Chapter 8.15 of the MMC authorizes the abatement of City Code violations that are defined as “nuisances.” Note that other sections of the City Code may describe violations of such sections as a nuisance, which allows for abatement of such violations through the nuisance abatement procedures.

Policy: City Code violations constituting nuisances may be abated pursuant to MMC Chapter 8.15 and within available resources.

Procedure: MMC 8.15.110 and .120 set out the procedures for ordering and compelling

abatement. City will not enter private property to proceed with abatement without permission or a warrant. Code Compliance Program staff will consult with City legal counsel for procurement of a warrant.

H. Derelict Structure Abatement. MMC 8.15.100 authorizes the abatement of “derelict structures” as defined in the City Code.

Policy: Derelict structures should be identified, vacated, and otherwise restricted from use, and where resources are available, abated if a Responsible Party does not correct the conditions resulting in the derelict structure status.

Procedure: MMC 8.15.100 through 8.15.120 sets out the procedures for identifying and abating derelict structures. City will not enter private property to proceed with abatement without permission or a warrant. Code Compliance Program staff will consult with City legal counsel for procurement of a warrant.

I. Assisting Enforcement by Other Regulatory/Licensing Agencies. In some cases, City Code violations also may constitute violations of applicable law promulgated by other jurisdictions (e.g. federal, state, or other local governments).

Policy: To maximize code enforcement and the incentives for compliance, City staff shall promptly advise the appropriate agencies and jurisdictions of City Code violations reported or discovered that may also violate the statutes or administrative rules of that agency or jurisdiction.

The City shall also cooperate with agencies and jurisdictions, to the extent authorized or required by law or by intergovernmental agreement, to obtain voluntary compliance or to punish violations. The City may defer investigation and prosecution to the appropriate agency or jurisdiction in cases in which, as determined by the City Administrator, the agency or jurisdiction enforcement procedure will result in more effective correction of the violation(s).

Procedure:

- 1. Reporting.** Whenever City staff discovers or receives a verified complaint regarding a City Code violation that may also constitute a violation of federal, state, or other local laws and regulations, City staff shall advise the appropriate federal or state agency.
- 2. Cooperation.** To the extent authorized or required by law or by intergovernmental agreement, City staff shall cooperate with the federal, state, or local agency to obtain voluntary compliance or to prosecute and punish violations. That cooperation may include sharing information, conducting joint investigations, appearing as witnesses and/or providing evidence in enforcement proceedings, and coordinating the timing of investigations and/or enforcement proceedings to maximize their effectiveness.
- 3. Deferral to Other Agency.** The City may defer some or all code enforcement to a federal, state, or local agency, and forego City Code enforcement, where the City Administrator determines that the federal, state, or local enforcement activity will be more effective than City Code enforcement. In making the determination to defer to other agencies, the following factors shall be considered:

- a. The nature of the violation and necessary corrective action;
 - b. The comparative severity of the penalties available to the federal or state agency and to the City; and
 - c. The comparative time frames required for enforcement by the federal or state agency and by the City.
- J. Fines and City Cost Recovery.** The City incurs costs investigating, prosecuting, and abating violations of the City Code including, without limitation, the cost of personnel and equipment, legal advice and representation, Hearings Officer fees, service of citations, and administrative expenses.

Policy: It is the policy of the City to maximize code enforcement and to increase the incentives for code compliance by recovering fines and code enforcement costs from code violators.

Procedure:

1. Fines.

- a. **Applicable Fines.** Most sections of the City Code specify applicable fines for particular violations of City Code. If a fine is not specified, MCC 1.05.070 sets forth a general penalty of an amount not to exceed \$2,500.00.
- b. **Amount.** Upon conviction, Code Compliance Program staff shall request that the court or Hearings Officer impose a fine in an amount consistent with the City Code. Note that most City Code violations are subject to a separate penalty for each violation and each day that a violation persists.

2. Imposition and Suspension of Fines. A Hearings Officer or court has authority to set or suspend the imposition of a fine (or a portion thereof). In some cases, the Hearings Officer or court may wish to suspend imposition of a fine, or a part thereof, on the condition that the defendant comply with the City Code within a specified time period. Where a violator has entered into a Voluntary Compliance Agreement, City will have discretion in its pursuit of remedies for defaults under the Voluntary Compliance Agreement.

- a. **Policy:** It is the City's policy to increase the effectiveness of code enforcement activity and the incentives for code compliance by seeking fines proportionate to City costs and discouraging any suspension of fines in City Code violation cases.
- b. **Procedure:** If a defendant is convicted, Code Compliance Program staff and/or City legal counsel shall advise the court of the City's policy against fine suspension and shall ask the court not to suspend imposition of fines.

3. Collection and Distribution of Fines. Fines imposed by the state court for City Code violations are collected by the State Court Administrator and are remitted in part to the City. Fines or damages imposed by a Hearings Officer or a Voluntary Compliance Agreement are usually directly collected by the City.

- a. **Policy:** It is the City's policy that all fines imposed for City Code violations and remitted to the City should be used to pay the costs of the Code Compliance Program.

b. Procedure: All fines imposed by the court or a Hearings Officer for City Code violations, or collected through a Voluntary Compliance Agreement, and remitted to the City shall be deposited in accounts for budgeting and expenditure in the Code Compliance Program.

4. Voluntary Compliance. Notwithstanding City’s policy to recover costs of code enforcement, City balances such policy with the competing policy of promoting voluntary compliance. Accordingly, the City may elect to forego fines and other cost recovery dependent upon when voluntary compliance is achieved. The table below sets out City’s general balancing of these policies but City reserves the right to deviate depending on the circumstances, particularly in the case of a repeat violator.

Timing of Compliance	Disposition
Before Notice of Civil Penalty or citation/Before deadline in Voluntary Compliance	File closed. No fines, penalties, or cost recovery sought.
After Notice of Civil Penalty or citation but before trial or hearing before Hearings Officer/After deadline in Voluntary Compliance Agreement but before City action to enforce Voluntary Compliance Agreement	City recommends or seeks fines or other remedies that provide for full cost recovery to date and will dismiss any pending court actions or hearings.
At time of trial or hearing before Hearings Officer/After City action to enforce Voluntary Compliance Agreement	City recommends or seeks fines or other remedies that (i) provides for full cost recovery and (ii) will deter future violations, but does not seek maximum fines, penalties, and relief.
After judgment	City recommends or seeks maximum fines and penalties, maximum cost recovery, and maximum other relief available to City.

K. Liens and Recorded Notices. In many cases, the most effective way for the City to achieve compliance, recover its code enforcement costs, and/or collect any civil penalties or other amounts owed, is to record a notice of violation and/or file a legal claim for those costs or penalties against the property subject to code enforcement, or against other property owned by the code violator. Recording a notice of violation also avoids procedural issues of a change of ownership of the subject property during the pendency of a court enforcement proceeding or otherwise prior to the violation being cured.

Policy: It is the City's policy to recover its costs, and collect on judgment and other amounts owed to City, by recording liens on property subject to code enforcement, or upon other property owned by code violators.

Procedure: In the appropriate cases, the City staff will work with City legal counsel on recording notices, liens, and judgements.

XII. RESOLUTION OF CODE COMPLAINTS

Policy: It is the City's policy to attempt to reach final, satisfactory resolution of all City Code violation complaints. However, City recognizes that not all complaints may be resolved successfully, due to factors outside the City's control. These factors can include the indigence of the code violator, the lack of City or other resources to assist the violator, statutory limitations on potential fines or other penalties for violations, and the large number of complaints to be resolved.

Therefore, the City shall focus its code enforcement resources on the code violations that meet the priorities set forth in Section V of this Manual, and attempt to resolve those violations within a reasonable period. It is the City's policy not to close a case until it is resolved.

Procedure:

- 1. File Closure.** A code violation complaint will be resolved by file closure in the following cases:
 - a. When no code violation is found after investigation;
 - b. After there is voluntary compliance;
 - c. After the property owner and/or other Responsible Person has been found guilty of a violation and has corrected the violation(s);
 - d. After an injunction has been issued and the property owner or other Responsible Person has corrected the violation(s);
 - e. After investigation and prosecution of the violation(s) have been completed by another agency or jurisdiction to which the City deferred code enforcement; or
 - f. When the property on which the violation exists is sold or transferred and a new Code Enforcement case is opened in the name of the new owner.
- 2. Notice of Resolution.** The City shall notify complainant when the complaint is resolved, describing the resolution.
- 3. Alternate Methods of Resolution.** The City may explore alternate methods to resolve Code violations, such as mediation, as Code Compliance Program resources allow.

XIII. AMENDMENTS AND PROTOCOLS

This Manual may be amended when deemed necessary by the City Administrator or the City Council. Amendments may be proposed by City staff, City Councilors and, subject to applicable application fees, any other interested person.

The City Administrator may adopt additional protocols to implement this Manual and/or enforcement of the City Code.

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **LAND USE PROFESSIONAL SERVICES CONTRACT**
CCC Consulting

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the City Council approve the Land Use Professional Services Contract with CCC Consulting and authorize the City Administrator to sign the Contract.

OVERVIEW:

Due to limitations in staff capacity and the need for timely and well-informed land use decisions, the Community Development staff is proposing that the City enter into a Professional Services Agreement with CCC Consulting. CCC Consulting brings a wealth of experience in delivering thorough planning services to municipalities across Oregon. This partnership aims to enhance the City's ability to manage its growing planning workload while maintaining a high standard of service to the community.

STAFF ANALYSIS:

Under this Agreement, CCC Consulting will provide services including reviewing and processing land use applications submitted to the City of Madras, coordinating with internal departments to prepare pre-application comments and draft land use decisions, and examining site plans to ensure compliance with the City of Madras Development Code, Standards and Specifications, and other applicable regulations.

Additionally, CCC Consulting will manage communications concerning land use applications. CCC Consulting will be compensated at a rate of \$150 per hour for their services. Drafting a land use decision typically requires approximately 30-40 hours. Annually, the City receives between 10 to 15 land use applications, and such service will increase staff capacity to work on other projects including:

1. Continue Code Enforcement efforts.
2. Develop and process Urban Renewal Funding requests.
3. Finalize Housing Action Plan update & Homelessness Recommendation Report.
4. Maintain quick turn times for Building Permits reviews for new dwellings.
5. Maintain short Land Use review times.

Staff recommends approval of the Professional Services Agreement with CCC Consulting, effective July 23, 2024. This agreement will enhance the City’s capacity to manage and streamline its land use planning activities, ensuring compliance with regulations and promoting orderly development.

FISCAL INFORMATION:

FY 24-25
General Fund: Community Development
Professional Services 101-104-520-2503 \$22,500-\$30,000

SUPPORTING DOCUMENTATION:

Draft CCC Consulting Contract.

STRATEGIC GOAL:

N/A



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made and entered into effective for all purposes as of July 1, 2024 (the “Effective Date”) between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and **CCC Consulting** (“Contractor”), whose address is 1945 SW Forest Ridge Ave, Bend, OR, 97702.

- Services; Compensation; Materials.** Contractor will provide and/or perform the services for and on behalf of City described in Exhibit A (collectively, the “Services”). Contractor will complete the Services as needed on a on-call basis. In consideration of Contractor’s timely performance of the Services, City will pay Contractor in accordance with the rates set forth in Exhibit B. Expenses incurred by Contractor in connection with the performance of the Services and/or this Agreement will not be reimbursed by City. City will not provide any benefits to Contractor. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, “Materials”) to City upon the earlier of City’s request or the termination of this Agreement. All Materials provided to City will become the property of City.
- Relationship; Taxes.** Contractor is an independent contractor of City. Contractor is not an employee of City. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor’s performance of the Services, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes.
- Contractor Representations, Warranties, and Covenants.** In addition to any other Contractor representations, warranties, and/or covenants made in this Agreement, Contractor represents, warrants, and covenants to City as follows: (a) Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor’s obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; (c) Contractor has obtained and will maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor’s business and perform the Services; and (d) Contractor will perform the Services to the best of Contractor’s ability, diligently, without delay, in good faith, in a professional manner, in accordance with all applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, City of Madras Ordinance No. 886, free from any errors, omissions, and/or defects, and in accordance with this Agreement. Without otherwise limiting the generality of Section 3(d), Contractor will comply with every obligation applicable to Contractor and/or this Agreement under ORS chapters 279A, 279B, and 279C, which statutes are incorporated herein by reference. During the term of this Agreement, and at all times thereafter, Contractor will maintain all confidential information provided by City in the strictest confidence and will not directly or indirectly use, communicate, or disclose any confidential information to any person, or remove or make reproductions of any confidential information without the consent of City.
- Indemnification; Termination.** Contractor releases and will defend, indemnify, and hold City and each present and future City officer, employee, representative, and agent harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor’s officers, directors, shareholders, members, managers, employees, agents, contractors, and/or authorized representatives); and/or (b) Contractor’s breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor’s indemnification obligation provided in this Section 4 will survive the termination of this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. City may terminate this Agreement at any time for any reason or no reason by giving no less than 30 days’ written notice of termination to Contractor. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.
- Insurance.** During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor’s performance of its obligations under this Agreement (including, without



PROFESSIONAL SERVICES AGREEMENT

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

6. **Miscellaneous.** The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. No waiver of either party at any time of the breach of, or the 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, and/or agreements. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Contractor will not assign this Agreement (and/or all or any part of the Services) to any person without the prior written consent of City. If litigation or arbitration is instituted to enforce or determine the parties’ rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees and costs incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings. This Agreement may be signed in counterparts. All notices or other communications required or permitted by this Agreement (a) must be in writing, (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and (c) are considered delivered (i) upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or (ii) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested. If a party fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. For purposes of this Agreement, the singular includes the plural and the plural includes the singular; the word “or” is not exclusive; the words “include,” “includes,” and “including” are not limiting.

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

CITY:

CONTRACTOR:

By: Will Ibershof
Its: City Administrator

By: Craig Chenoweth
Its: Owner



PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A
Description of Land Use Planning Services

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

1. Conduct current planning activities, including but not limited to:
 - a. Review and process land use applications submitted to the City of Madras. Review shall include coordination with internal department, preparation of pre application comments, and preparation of draft land use decisions.
 - b. Examine site plans submitted by applicants and assess factors related to the City of Madras Development Code, Standards and Specifications, and all other applicable requirements that apply to City, State or Federal regulations and laws.
2. Program and project management activities, including:
 - a. Ongoing communications through telephone, email, and acting on behalf of the City in communications with outside agencies, internal agencies, boards commissions or council, the Applicant or community members regarding submitted land use applications.



PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B
Schedule of Payment

Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor at the hourly rates as follows:

\$150.00

Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom) during the applicable billing period; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable hourly rate(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Contractor 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. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$70,000.

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Will Ibershof, City Administrator, Nicholas Snead, Community Development Director, Fatima Taha, Senior Planner

Through: Will Ibershof, City Administrator

Subject: **DISCUSSION ON DESIGNATING WILLOW CREEK CAMPING AREA AS OPEN SPACE**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

Discuss.

OVERVIEW:

To support the preservation of natural resources along Willow Creek while providing recreational opportunities for Madras residents, Staff have explored options for designating city-owned property surrounding Willow Creek as a park. The Council may consider amendments to the Parks and Open Space Master Plan to formally include the proposed Willow Creek park within the City's inventory of parks.

This proposal is based on three primary considerations: zoning and land use implications, funding for park development, and the integration of Willow Creek Park into the City's planning framework.

STAFF ANALYSIS:

Zoning and Land Use: The city-owned parcels adjacent to Willow Creek are already zoned to accommodate park development, subject to regulatory approvals. Willow Creek itself is designated as a flood way, with sections of the area classified as a 100-year floodplain.

A triangular section along the creek is currently designated as Open Space, as indicated on the City Comprehensive Plan Map. The Madras Development Code outlines permissible land uses, permitting parks and recreational facilities in all applicable zones adjacent to Willow Creek. Additionally, stringent regulations under MDC 18.25.130 govern riparian habitat protection, requiring review and approval by the Department of Fish and Wildlife for any development within the riparian corridor.

Planning the Park: In 2019, the City published its Parks and Open Space Master Plan, which outlines strategies for the enhancement and maintenance of parks and open spaces in Madras over the next twenty years. Although the current plan does not include provisions for a park at Willow Creek, there is potential to amend the plan to incorporate this proposed park. Such an

amendment would align the Willow Creek Park development with the City’s long-term goals for park infrastructure and community enhancement.

Funding the Park: Funding for the construction of the Willow Creek park could be sourced from the City’s general funds or through Systems Development Charges, as specified in the Capital Improvement Program. Currently, neither the City’s Parks and Open Space Master Plan nor the Capital Improvement Plan allocates funding for a park at Willow Creek. To facilitate this project, the City may consider budget amendments or revisions to the Capital Improvement Program to earmark funds specifically for the Willow Creek Park development.

FISCAL INFORMATION:

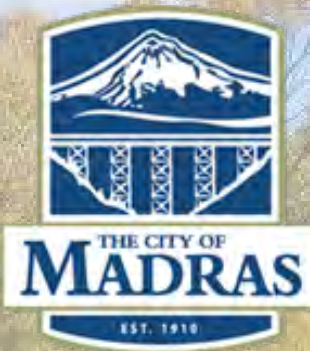
N/A

SUPPORTING DOCUMENTATION:

City Comprehensive Plan Map.
Parks and Open Space Master Plan 2019.

STRATEGIC GOAL:

N/A



Prepared for:
City of Madras

125 SW E Street
Madras, OR 97741

Prepared by:



UNIVERSITY OF
OREGON

**School of Planning, Public
Policy and Management
Institute for Policy
Research and Engagement**

MADRAS PARKS MASTER PLAN

MAY FINAL 2019

VOLUME I: BASIC PLAN

Special Thanks & Acknowledgements

The Institute for Policy Research and Engagement (IPRE) wishes to specifically thank the following individuals for their assistance with this project: Michele Quinn, Jeff Hurd, Rick Ronach, Nick Snead, and Gus Burril from the City of Madras for their advice and assistance throughout the project. We also thank the Madras Urban Forestry Commission for their dedication to this project.

Madras Urban Forestry Commission

Gary Walker (City Council)
William Donaghu
John Arena
Rebekah Burchell
Guy Chittenden
Louise Muir
Rose Canga

Latino Community Association of Central Oregon

Brad Porterfield, Executive Director
Ofilia Figueroa, Outreach Specialist
Michelle Figueroa, Interpreter
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Amber Shackelford, Student Research Assistant
Dr. José Melendez, Assistant Professor and Project Advisor

About the Institute for Policy and Research Engagement

The Institute for Policy Research & Engagement (IPRE) is a research center affiliated with the School of Planning, Public Policy, and Management at the University of Oregon. It is an interdisciplinary organization that assists Oregon communities by providing planning and technical assistance to help solve local issues and improve the quality of life for Oregon residents. The role of IPRE is to link the skills, expertise, and innovation of higher education with the transportation, economic development, and environmental needs of communities and regions in the State of Oregon, thereby providing service to Oregon and learning opportunities to the students involved.

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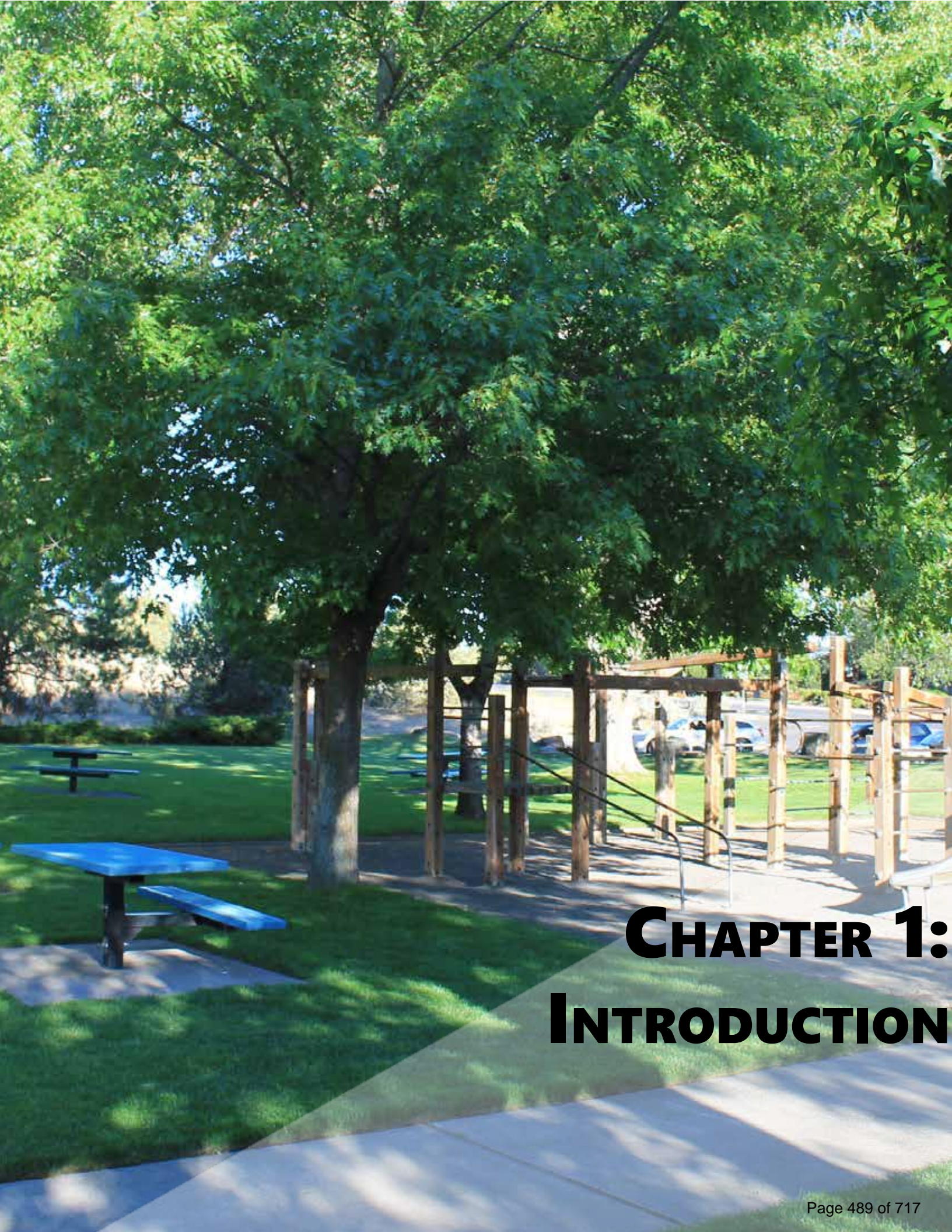
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CHAPTER 1: INTRODUCTION

Chapter 1: Introduction

The 2019 Madras Parks and Open Space Master Plan (the Plan) provides a guiding vision for the development, improvement, and maintenance of the parks and open space system in Madras for the next two decades. This Plan articulates a community vision that (1) provides healthy and enjoyable recreational opportunities to its residents and visitors, and (2) builds capacity to accommodate Madras' changing population and development needs. The plan provides specific tools and guidance for achieving the goals and vision of city staff and the community at large.

Overview

Park and open space systems play a vital role in residents' quality of life. Whether through trails, natural areas, play equipment, sports fields, or open space, park and open space systems offer multiple benefits, including:¹

Quality of Life refers to an individual's satisfaction with their social and physical surroundings. Parks and recreation are major contributors to the resources, assets, and opportunities that improve quality of life for residents.

¹ *Measuring the Economic Value of a City Park System*. The Trust for Public Land, 2009, *Measuring the Economic Value of a City Park System*.

- Pleasant places for residents and visitors to gather and socialize
- Opportunities for exercise and physical activity
- Stress relief and improved psychological health
- Natural area and habitat preservation
- Increased property values and tourism activity
- A source of community pride and engagement

The City of Madras is uniquely positioned to capitalize on these benefits. Two decades of investment in the park and open space system have resulted in the development of roughly **5.25 lineal miles** of new trails, acquisition and improvement of **2.9 acres** of new parks, and the creation of a new aquatic district. Since 2004, the City has attracted financial and land contributions from the Bean Foundation, private donations from businesses and individuals, and external grant funds totaling more than \$2.1 million in external support for the Madras park and open space system.

Creating and maintaining park and recreation facilities can be challenging for local governments. Finite land, resources, and administrative and maintenance

capacity may all limit a community's ability to expand parks and services to meet their growing needs. Identifying system priorities and matching them with available resources requires thoughtful planning. Communities typically develop and adopt Parks System Master Plans to guide development of parks systems in a way that is both beneficial to the community and fiscally feasible.

Purpose of the Plan

This plan provides an extensive, stand-alone update of the 2004 Parks and Open Space Master Plan. Madras is expected to undergo significant population growth and development in the next 20 years which will require improved parks system capacity to maintain adequate levels of service.

The Madras Parks and Open Space Master Plan describes the community's vision for its parks and provides specific actions and tools necessary to achieve that vision. The plan:

- Provides a **community profile summary** that describes demographic, housing, and recreational trends in Madras.
- Updates the **park inventory** including city owned property as well as trails and linkages.
- Analyze areas in the city that are currently **underserved** by park and recreational opportunities.
- Provides a planning framework of **goals, objectives, and specific recommendations** to

guide the City's decisions.

- Includes five-year and ten-year **Capital/Parkland Improvement Plans** that prioritize park expenditures based on need.
- Details **strategies for acquiring new parkland** to better serve the community of Madras.
- Contains **funding options and opportunities** for park improvement and acquisition recommendations.

The Parks Planning Process

The parks planning process relied on input from residents, the Madras Public Works and Parks Committee, the Madras Urban Forest Commission, and City staff. The planning process unfolded in three phases:

- 1. Research** (Spring: March- May)
- 2. Community Engagement & Concept Design** (Summer: June- September)
- 3. Plan Development** (Fall: October - December)

The process was managed by a planning team consisting of external consultants (from the University of Oregon Institute for Policy Research and Engagement) and City of Madras Public Works staff.

Research

The research phase of this project included a kick off meeting, site visits, and an inventory of park facilities to understand the current condition of parks. Information collected during this phase of the project forms the backbone of the project and set the stage for plan development.

Community Engagement & Concept Design

During the summer of 2018 the planning team focused on community engagement and the development of design concepts. The planning team asked for feedback on how residents would like to see their parks improved and added to in the future through a series of public workshops and events, an online survey, and interviews with key stakeholders. This feedback helped the planning team create updated goals and specific actions for the Madras parks system. The Institute for Policy Research and Engagement's (IPRE) landscape design team

also gathered information through site visits, public outreach events, and online feedback to develop general design concepts for Sahalee and Bean Parks. In addition, the design team developed a long-term park, open-space, and recreation concept for the East Madras Open Space Area (Yarrow Development Area).

Community engagement provides tangible benefits to the process by: (1) providing insight into community members' values and preferences; (2) developing and nurturing an environment of goodwill and trust; (3) building consensus support for the Plan. Throughout the planning process, the planning team used a variety of methods to gather input from Madras residents, including:

- Nine stakeholder interviews
- Four public workshops
- Two focus group meetings
- Two meetings with the Public Works and Parks Committee
- Numerous site visits
- An online community-wide survey
- A hard-copy survey administered in schools to youth aged 11 – 14



IPRE booth at Madras Latino Fest

Source: Institute for Policy Research and Engagement

- Engagement through City of Madras social media
- A project website

\$1,200 and a list of capital improvements that details higher cost (\$1,200+) parkland improvements that may require external funding. This document includes suggestions for how to finance park improvements, and a recommended strategy for acquiring new park land. The planning team also crafted a timeline to assist the City with plan implementation.

Plan Development



The planning team created a list of small parkland improvements under

Research

Spring: March - May

Existing
Conditions and
Park Inventory

Youth
Engagement

- ✓ Project initiation
- ✓ Kickoff meeting 3/6/18
- ✓ Park site visits
- ✓ Facility & current conditions inventory
- ✓ Schools survey
 - ✓ Over 200 youth surveyed
- ✓ Park update webpage
- ✓ Park update social media
- ✓ Community profile update

Community Engagement & Concept Design

Summer: June - September




Community
Survey

4th of July
Outreach

Saturday
Market &
Social Media

Latino Fest
Outreach

Satisfaction
overall
Over 50%
Satisfaction
w/ Sahalee
Over 70%



- ✓ Park Needs Assessment
 - ✓ On-line Park Survey
- ✓ July 4th Celebration Booth
- ✓ Saturday Market Booth
- ✓ Latino Fest Booth
- ✓ Social media feedback
- ✓ Website comment form
- ✓ Final park inventory
- ✓ Park needs assessment
- ✓ Initiate funding research
- ✓ Initiate land acquisition strategy research
- ✓ Sahalee Park Concept Plan
 - ✓ Draft options
 - ✓ Feedback
 - ✓ Final revisions
- ✓ Bean Park Concept Plan
 - ✓ Draft options
 - ✓ Feedback
 - ✓ Final revisions
- ✓ East Madras/Yarrow Open Space Concept
 - ✓ Focus group meetings
 - ✓ Final revisions

Plan Development

Fall: October - December

Open House &
Park

Final Park
Master Plan

- Open house
- Park committee meeting 10/16
 - Project update
 - Vision and goals
 - Park concepts feedback
 - Underserved areas
- Draft park master plan
- Park committee meeting 11/6
- Revise and finalize park master plan
- City Council Adoption (TBD)
- Draft Comp Plan Chapter

Relationship to Other Plans

The Madras Parks Master Plan complements and integrates with other plans that guide Madras and the surrounding area. The **Parks and Recreation Element of Madras' Comprehensive Plan** (updated concurrently with the Madras Parks Master Plan) serves as a technical guide to land use decisions related to parks and recreation. While the Madras Parks Master Plan provides a holistic vision and recommendations for cultivating a full-service parks system, the Comprehensive Plan Element focuses more on land use and development policies that will facilitate the implementation of the Master Plan.

The **Madras Transportation System Plan** (TSP) provides guidance on future development of the transportation system in the City of Madras. Transportation decisions have a direct impact on accessibility to local parks and play a key role in enhancing or expanding the City's multi-modal trail network. The Pedestrian, Bicycle, and Multi-Use Path Plans contained in the Madras TSP are incorporated herein by reference.

The **Madras Housing Action Plan** (a draft version has been published at the time this document is being written) serves as a guide for the City to support and encourage new housing development in Madras. The Housing Action Plan carries the goal of meeting the following benchmarks in new housing development over the next 5 years:

- 40 units of housing affordable to low-income households, who have annual earning of less than \$30,360 in 2017 dollars. These units will be government subsidized housing, most likely townhouses or apartments.
- 75 units of housing affordable to moderate-and middle-income household, who have annual earnings of between \$30,360 and \$60,720 in 2017 dollars. These units may include lower-cost single-family detached housing, townhouses, cottage housing, duplexes, tri-and quad-plexes, and apartments.
- 50 units of housing affordable to higher-income households, who have annual earnings of more than \$60,720 in 2017 dollars. These units may include any type of housing.

The majority of these units will be built in areas which are currently underserved by parks, underlining the importance of developing additional parks and open space in these areas. Development of a park on City owned land in the Hoffman subdivision would strategically pair new housing with parks amenities desired by future residents.

The **Madras Capital Improvement Plan** is also being updated in conjunction with Parks Plan update.

Organization of the Plan

The remainder of the Madras Parks Master Plan is organized as follows:

Chapter 2: Community Profile –

Provides information on Madras' planning area, projected growth, and socio-demographic trends.

Chapter 3: The Madras Parks System –

Provides an overview of the City of Madras' existing parks and recreation facilities, park service areas, and park classifications.

Chapter 4: Parks and Recreation Needs –

Presents findings from the community engagement process, including what the community values in a park system and identified needs and wants for future park improvements.

Chapter 5: Park System Vision, Goals, and Objectives –

Presents a 20-year vision for the Madras park system, including goals and recommended action items. These recommendations outline specific efforts which the City and community can undertake to achieve the desired vision.

Chapter 6: Park System Recommendations and Actions –

Includes recommendations to improve existing park and recreation facilities as well as suggestions for future expansion of the parks system.

Chapter 7: Funding and Implementation Strategy –

Provides descriptions of (1) the parks system's current organization structure; (2) current operating budget; (3) projected park system expenditures; and (4) descriptions of funding tools available to the City of Madras.

Volume II: Park Concept Plans –

Gives a detailed explanation on Sahalee park improvements, Bean Park redesign, and Yarrow recreation and open space concept.

Volume III - Appendix A: Parkland Acquisition and Level of Service –

Presents an analysis of Madras' current level of service and projected future parkland needs. It also includes a land acquisition strategy and design guidelines for new parks.

Volume III - Appendix B: Community Engagement and Outreach –

Explains the community input process and shares findings from the community workshops, stakeholder interviews, and community survey.

Volume III - Appendix C: Resources –

Contains specific resources that will help the City implement the Parks Master Plan.



Park Amenity Dot Voting Results - IPRE booth at Madras Latino Fest
Source: Institute for Policy Research and Engagement



CHAPTER 2: COMMUNITY PROFILE

Chapter 2: Community Profile

The purpose of this section is to provide context and a summary profile for the City of Madras. Additional detailed inventory and existing conditions information contained in the City of Madras Comprehensive Plan and other relevant planning documents is incorporated herein by reference.

Physical Characteristics

Geographically, the City of Madras is located east of the Cascade Mountains in north-central Oregon. Situated near the center of Jefferson County, the city is roughly 40-miles north of Bend and elevation of 2,242 feet above sea level, the Madras climate is semi-arid with generally warmer weather and shorter winters than the rest of central Oregon. Average annual rainfall is around 12 inches with an additional 15 inches of average snowfall.

Temperatures in Madras range from an average of 22°F in January to an average of 87°F in July. According to the Oregon Climate Change Research Institute, Madras is likely to experience changes in historic precipitation and temperature patterns in the coming decades. Expected impacts include changes in hydrology, water availability, and increased risk of drought and wildfire.

Most of the city, including the Madras

downtown, is developed in a basin situated at the head of the Willow Creek Canyon. Willow Creek and its associated floodplain runs generally from east to west through the city before entering Willow Creek Canyon on its way to the Deschutes River. Framed by steep rim rock to the west, the land that Madras sits on slopes moderately to the west and east. Notably, the Madras Industrial Park is located above and to the north of the Willow Creek basin on the Agency Plains. U.S. Highway 26 and U.S. Highway 97 join in Madras making it an important location for travel and trade in the region.

According to the US Census Bureau, there are 5.02 square miles within Madras' urban growth boundary and the City has a population density of about 1,204 people per square mile. The City of Madras has recently updated its comprehensive plan, zoning code, urban renewal plan, housing action plan, wastewater system plan, and transportation system plan. These planning activities are all intended to promote private development, job creation and the rejuvenation of the City's commercial district. In 2014, \$3.4 million of the Urban Renewal District's \$14 million maximum indebtedness had been spent.

Demographic Characteristics

Population

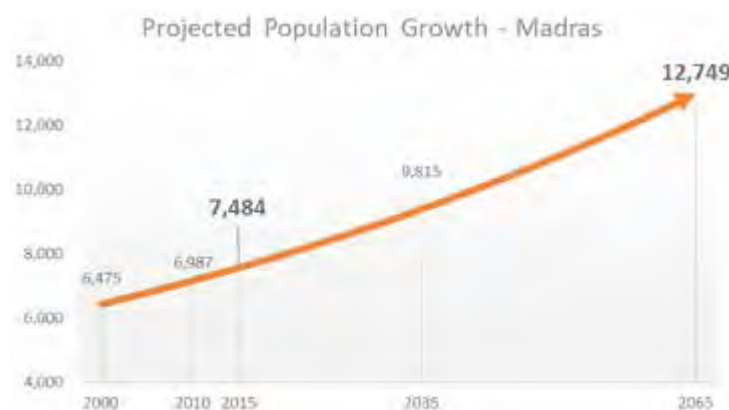
In 2017, the American Community Survey estimated the Madras population at 6,552 residents. Between 2000 and 2010 the City of Madras grew at a slower rate than Jefferson County with the population increasing from 6,475 to 6,987 – an average annual growth rate (AAGR) of 0.8%. During that same period Jefferson County grew at a rate of 1.3%.

In 2015, Portland State University's published the Coordinated Population Forecast for Jefferson County which projects population growth in Jefferson County through 2065. The forecast projects Madras' population to be 9,815 in 2035 with an AAGR of 1.4% over that period. Between 2035 and 2065 Madras' AAGR is projected to be 0.9%. In terms of total growth, Madras is projected to account for roughly 38% of the total countywide population growth through 2035 and 50% of the countywide population growth between 2035 and 2065. Madras' population is expected to increase by roughly 70% over the next 45 years.

Age and Sex

It is important to understand the age distribution of a community before planning parks as the age of a resident has important implications on how the parklands will be utilized. Different

Figure 2-1: Madras Historical and Forecast Population Growth



Source: Coordinated Population Forecast for Jefferson County, Portland State University, 2015; NOTE: Includes population within the entire Urban Growth Boundary.

age groups have different needs and expectations for park uses. American Community Survey data reveals that the median age in Madras is 32 years old. Nearly one-quarter of the population is below the age of 16 while just over 10% of the population is over the age of 65. Conversely, 40% of seniors (over 65 years old) have some form of disability compared with only 1% of the non-adult population (those 18 or under). Table 2-2 shows the reported age distribution for Madras in 2017.

Table 2-2: Madras Age

Age Distribution	#	%
Under 5 Years	560	8.6%
5 to 9 Years	524	8.0%
10 to 14 Years	391	6.0%
15 to 17 Years	298	4.6%
18 to 24 Years	709	10.8%
25 to 34 Years	911	13.9%
35 to 44 Years	995	15.2%
45 to 54 Years	714	10.9%
55 to 64 Years	728	11.1%
65 to 74 Years	419	6.4%
75 to 84 Years	191	2.9%
85 Years and Over	112	1.7%

Source: American Community Survey Tables: 2013-- 2017 (5-Year Estimates) (ACS17_5yr), ACS 2017 (5-Year Estimates), U.S. Census Bureau

Table 2-2: Madras Race and Ethnicity

Population Characteristics	
Race (non-Hispanic) and Ethnicity (Hispanic)	
White	51%
Black/ African American	1%
American Indian and Alaska Native	6%
Asian	1%
Native Hawaiian and Other Pacific Islander	0%
Some Other Race	0%
Two or More Races	1%
Hispanic or Latino	40%

Source: American Community Survey Tables: 2013-- 2017 (5-Year Estimates) (ACS17_5yr), ACS 2017 (5-Year Estimates), U.S. Census Bureau

U.S. Census data estimates that in 2017 50.7% of Madras residents were female, with 49.3% male.

Race and Ethnicity

Madras has the largest proportion of Hispanic and Latino residents in Jefferson County. 2017 American Community Survey data indicates that

40% of residents are of Hispanic or Latino origin. Table 2-3 illustrates the ethnic makeup of the City. US Census data reports that 33.5% of Madras residents speak a language other than English in the home with 12% having limited or no English language capability.

Housing

Approximately 40% of homes in Madras are owner occupied. Home prices have rebounded since the recession, with modest growth occurring between 2013 and 2017. However, over the past two years the median home value has risen significantly (approximately 20%) from \$135,000 in January of 2017 to over \$170,000 through October of 2018. That stated, median home prices in Madras still lag Jefferson County and the state overall.

The City's 2018 Housing Action Plan concluded that Madras has a housing deficit, particularly at lower income levels. There have been no new multi-family units constructed in Madras since 2010. Over 30% of the households in Madras are cost burdened (paying more than 30% of their income on housing).

Economics

Income

Madras' median household income \$35,485 for 2017 is lower than the state of Oregon (\$57,532) as well as Jefferson County (\$47,063). The income has been rising slowly over the years in Madras. In 2000 the median yearly income was \$29,103. The US Census reports that over 50% of the Madras population is classified as poor or struggling based on the ratio of income to poverty level (income to poverty level under 2.00).

Industry

The region surrounding Madras is dominated by large scale farming and ranching operations. In 2012, the largest employers of residents living inside the Madras urban growth boundary were manufacturing (771 employees) health and social assistance (527 employees) and retail trade (418 employees). According to the 2012 American Community Survey the industry with the largest number of locations in Madras was retail trade with 35. The industry with the highest value of business done in Madras was wholesale trade at \$121,379.

Conclusion

Madras is a growing community with diverse physical, social, and economic characteristics. As the Central Oregon region continues to grow, Madras will need to maintain its parks and recreation infrastructure in order to remain relevant and compete with nearby communities like Bend, Redmond, and Prineville.



CHAPTER 3: THE MADRAS PARK SYSTEM

Chapter 3: The Madras Park System

This chapter focuses on Madras’ existing park system inventory. A critical step in parks planning is identifying (1) how much parkland exists, (2) where parks are located, (3) what facilities and amenities parks provide, and (4) what condition parks are in. This information is used to create both a parks inventory and a classification system. The parks inventory and classification processes identify the strengths and weaknesses of a park system by revealing areas or activities that are underserved by the system. In addition, these processes help to identify improvements that need to be made to the system overall as well as to individual parks within the system.

Park Classifications

The Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP) Community Park and Recreation Planning Guide for Oregon Communities (2019 DRAFT) presents a park classification system for Oregon. The classification system applies to all local, regional, and state park systems in Oregon. This classification system is based on standards that have been developed and refined by the National Recreation and Parks Association (NRPA). Table 3.1 presents the SCORP park classifications selected for the City of Madras. Selected classifications are based on local

Table 3.1 - Madras Park Classifications

Parkland Classification System	SCORP	Madras
Pocket Parks (Mini Parks)	✓	✓
Urban Plaza Parks	✓	✓
Neighborhood Parks	✓	✓
Community Parks	✓	✓
Regional Parks	✓	☒
Nature Parks	✓	✓
Special Use Parks	✓	✓
Trails, Pathways, and Bikeways	✓	✓
Regional Sports Parks	✓	✓
Linear Parks	✓	☒
Destination Parks	✓	☒

community need, resources, and conditions.

Parks are assessed based on level of development, amenities, size and service area. The park classifications are provided to give city staff, community members, developers, and consultants common language when discussing potential parks improvements and new park development. These parks classifications will provide Madras with a framework for park planning. Importantly, these classifications are not intended to substitute for site-specific park design.

The following tables present a local park classification system based on national best practice. These classifications are based on the Oregon SCORP classification system with refinements to address the unique context and characteristics present in the City of Madras.

Mini (Pocket) Parks

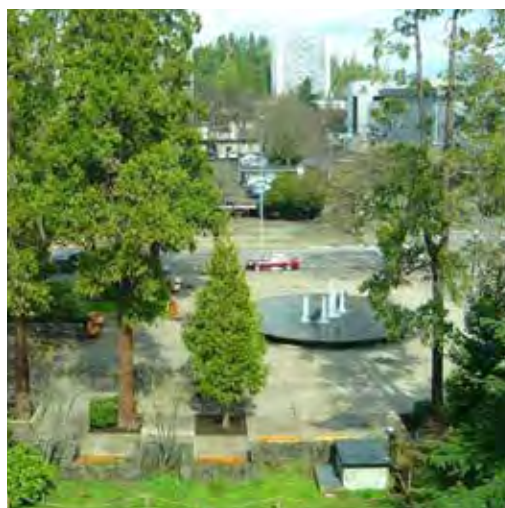
Typical Acreage	0.25 – 2 acres
Service Area	5-10 minute walking time (roughly ¼ mile radius)
LOS Guidelines	0.25 to 0.50 acres per 1,000
Existing Parks	Cowden Park Crescent Park Kenwood Park Oak Street Park
Planned Parks	<i>Sunshine Park</i>
Definition	Mini parks provide basic recreation opportunities on small lots within residential areas. These parks are designed to serve residents in immediately adjacent neighborhoods. Amenities may include playgrounds, benches, and picnic tables.



Cowden Park
Source: Institute for Policy Research and Engagement

Urban Plaza Parks

Typical Acreage	0.25 – 3 acres
Service Area	Entire community – visitors tend to be those who reside, work in, or visit the area for other purposes, such as shopping, employment, meetings, or dining.
LOS Guidelines	0.1 to 0.2 acres per 1,000
Existing Parks	N/A
Planned Parks	<i>To be determined</i>
Definition	Urban plaza parks are public gathering spaces in urban spaces that foster community interaction and civic pride. They are small in size (¼ to 3 acres) and intensely developed. These parks offer opportunities for placemaking and economic development in the downtown core. Urban plaza parks typically include amenities such as drinking fountains, benches, litter receptacles, trees and shrubs, paved walkways and plazas.



Park Blocks in Eugene, Oregon
Source: City of Eugene

Special Use Parks

Typical Acreage	Varies - Size determined by use
Service Area	Varies
LOS Guidelines	N/A
Existing Facilities	Desert Peaks Golf Course Jefferson County Fishing Pond Madras Bike and Skate Park Veteran's WWII War Memorial Madras Aquatic Center (MAC District Facility)
Planned Facilities	<i>East Madras Mt. Bike Demonstration Trail (NOTE: Temporary Use)</i>
Definition	Special use facilities include stand-alone recreation facilities not located within larger parks. Their size and service area vary depending on their use. Special use areas support single-purpose facilities, such as ballfields dedicated to one sport, off-leash dog areas, skate parks, boat ramps, swimming pools, community centers, urban plazas, and gardens.



Madras Bike and Skate Park
Source: Institute for Policy Research and Engagement

Neighborhood Parks

Typical Acreage	2 - 20 acres
Service Area	5-10 minute walking time (roughly 1/4 to 1/2 mile)
LOS Guidelines	0.1 to 2.0 acres per 1,000
Existing Parks	Sahalee Park Bean Park
Planned Parks	"Hoffman Subdivision" Park
Definition	Neighborhood parks provide close-to-home recreation opportunities for nearby residents. These parks are designed to serve neighbors within walking and bicycling distance of the park. Amenities can include playground equipment, outdoor sport courts, sport fields, picnic tables, pathways, and multi-use open grass areas. A neighborhood park should accommodate the needs of a wide variety of age and user groups. These spaces are designed primarily for non-supervised, non-organized recreation activities. The needs of pedestrians, bicyclists and other non-motorized travelers should be a high priority consideration in the design of these parks. Connectivity to the surrounding neighborhood is vital to these parks. Sidewalks, bike paths, crosswalks and connections to larger trail systems should be established. These parks may be co-located with school facilities.



Bean Park
Source: Institute for Policy Research and Engagement

Community Parks

Typical Acreage	15 - 100 acres
Service Area	May draw residents from the entire community (roughly 1-mile).
LOS Guidelines	2.0 to 6.0 acres per 1,000
Existing Parks	Juniper Hills Park (County Facility) **Sahalee Park
Planned Parks	N/A
Definition	Community parks provide both active and passive recreation opportunities that appeal to the entire community. These sites draw residents from throughout the community. Community parks can accommodate large numbers of people and offer a variety of facilities, including group picnic areas and shelters, sport fields and courts, children's play areas, trail or pathway systems, community festival or event space, and green space or natural areas. Community parks often require support facilities, such as off-street parking and restrooms. The size of these parks provides opportunities to offer active and structured recreation activities for young people and adults.



Sahalee Park
Source: Institute for Policy Research and Engagement

** NOTE: Sahalee Park serves both a neighborhood and community park needs for the City of Madras. While it does not meet the minimum size requirements for a community park, we've included it here because it serves many community park functions.

Nature Parks

Typical Acreage	Varies (from less than 10 to over 100 acres)
Service Area	May draw residents from the entire community (roughly 1-mile).
LOS Guidelines	2.0 to 6.0 acres per 1,000
Existing Parks	Willow Creek Greenway 7th and 9th Street Park Madras Community Garden
Planned Parks	<i>East Madras - To be determined</i>
Definition	Nature parks are lands set aside for preservation of significant natural resources, remnant landscapes, open space, and visual aesthetics/buffering. They may preserve or protect environmentally sensitive areas, such as wildlife habitats, stream and creek corridors, or unique and/or endangered plant species. Public access to natural areas may be limited at these sites, which can include wetlands, steep hillsides, or other similar spaces. Some nature parks may be managed secondarily to provide passive recreation opportunities. These sites may contain trails, interpretive displays, viewpoints, and seating areas.



Madras Community Garden
Source: Institute for Policy Research and Engagement

Trails, Pathways

Typical Acreage	Varies
Service Area	May draw residents from the entire community (roughly 1-mile)
LOS Guidelines	0.5 to 1.5 miles per 1,000 population
Existing Facilities	Multiple (NOTE: these facilities are described in the Madras Transportation System Plan)
Planned Facilities	<i>Refer to Madras TSP</i> <i>East Madras Mt. Bike Demo Trail</i>
Definition	Includes multiple trail types to accommodate a variety of activities. Refer to the Madras TSP for a complete description of trail, pathway, and bikeway types and their associated amenities.



Willow Creek Trail System
Source: City of Madras

Regional Sports Parks

Typical Acreage	Minimum 25 acres, average 40 - 80 acres.
Service Area	Serves region-wide population
LOS Guidelines	5.0 to 10.0 acres
Existing Facilities	Juniper Hills Park (County Facility)
Planned Facilities	<i>N/A</i>
Definition	These facilities consolidate heavily programmed athletic facilities for activities such as soccer, football, baseball/softball, etc. into strategically located sites. They typically require large parking areas and restroom facilities. May have other park amenities such as play areas or picnic facilities serving non-participant community members.



Juniper Hills Park
Source: Institute for Policy Research and Engagement

Park Inventory

The park inventory provides a starting point for the planning process. The inventory establishes how much parkland exists, where parks are located, what facilities and amenities parks provide, and what condition parks are in.

As a first step in the park inventory process, the planning team reviewed the number, location, and size of Madras parks and open spaces using a combination of Geographic Information System (GIS) and database analysis. In addition to parks owned by the City of Madras, the team inventoried county park facilities, schools, and other recreation facilities commonly used by Madras residents. The planning team used this information to update the park inventory and assess whether the SCORP level of service recommendations are being met in each park classification category.

Next, the planning team visited each of the identified park facilities to conduct an on-site physical assessment of park features, amenities, and improvements. The parks inventory process identifies the strengths and weaknesses of a park system by revealing areas or activities that are underserved by the system, as well as overall improvements the system requires.

Finally, the planning team conducted a

location-based service area assessment to determine how well individual neighborhoods across the city are being served by parks. To complete the service area assessment, the planning team used the SCORP service area guidelines to determine areas that are either served or underserved by parks.

Figure 3.1 presents a schematic of the park inventory process.

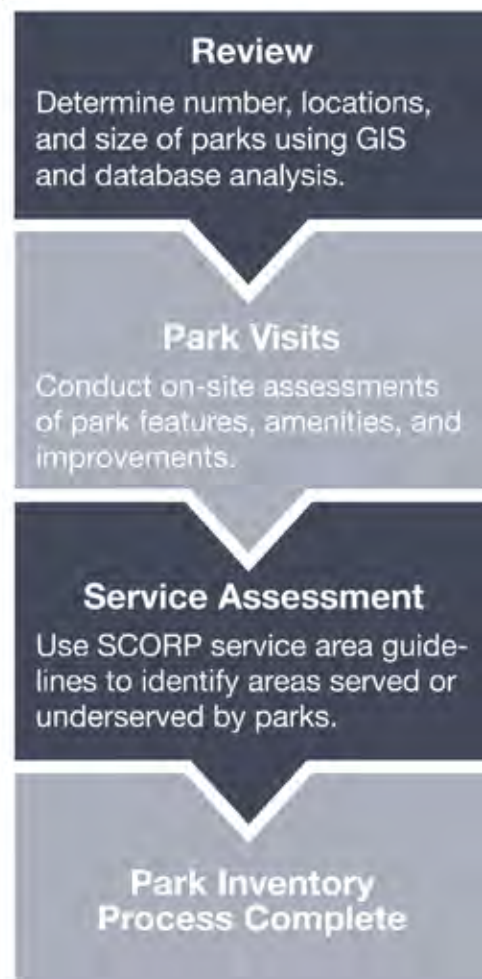


Table 3.2 below presents the City of Madras Park Inventory.

Table 3.2 - Madras Park Inventory

Parks by Park Class	Development Status	Acreage			Owner
		Developed	Undeveloped	Total	
Mini (Pocket) Parks					
Cowden Park	Developed	0.12	0	0.12	City of Madras
Crescent Park	Developed	0.85	0	0.85	City of Madras
Kenwood Park	Developed	0.17	0	0.17	City of Madras
Oak Street Park	Developed	0.16	0	0.16	City of Madras
Sunnyside	Undeveloped	0	0.58	0.58	City of Madras
Neighborhood Parks					
Sahalee Park	Developed	4	0	4	City of Madras
Bean Park	Partially Developed	1.19	0.88	2.07	City of Madras
"Hoffman Subdivision"	Undeveloped	0	6	6	City of Madras
Community Parks					
Juniper Hills Park	Developed	68.07	0	68.07	Jefferson County
Sahalee Park	Developed	4	0	4	City of Madras
Natural Areas/Open Space					
7th to 9th Street Park	Partially Developed	3.79	0	3.79	City of Madras
Community Garden Open Space	Partially Developed	2.69	0	2.69	City of Madras
Special Use Parks					
Desert Peaks Golf Course	Partially Developed	81.14	54.55	135.69	City of Madras
Madras Bike and Skate Park	Developed	2.03	0	2.03	City of Madras
Veterans' WWII War Memorial	Developed	0.52	0	0.52	City of Madras
Jefferson Co. Fishing Pond	Developed	14.3	0	14.3	Jefferson County
Regional Sports Parks					
Juniper Hills Park	Developed	68.07	0	68.07	Jefferson County

Figure 3.2 - Madras Park Inventory Map

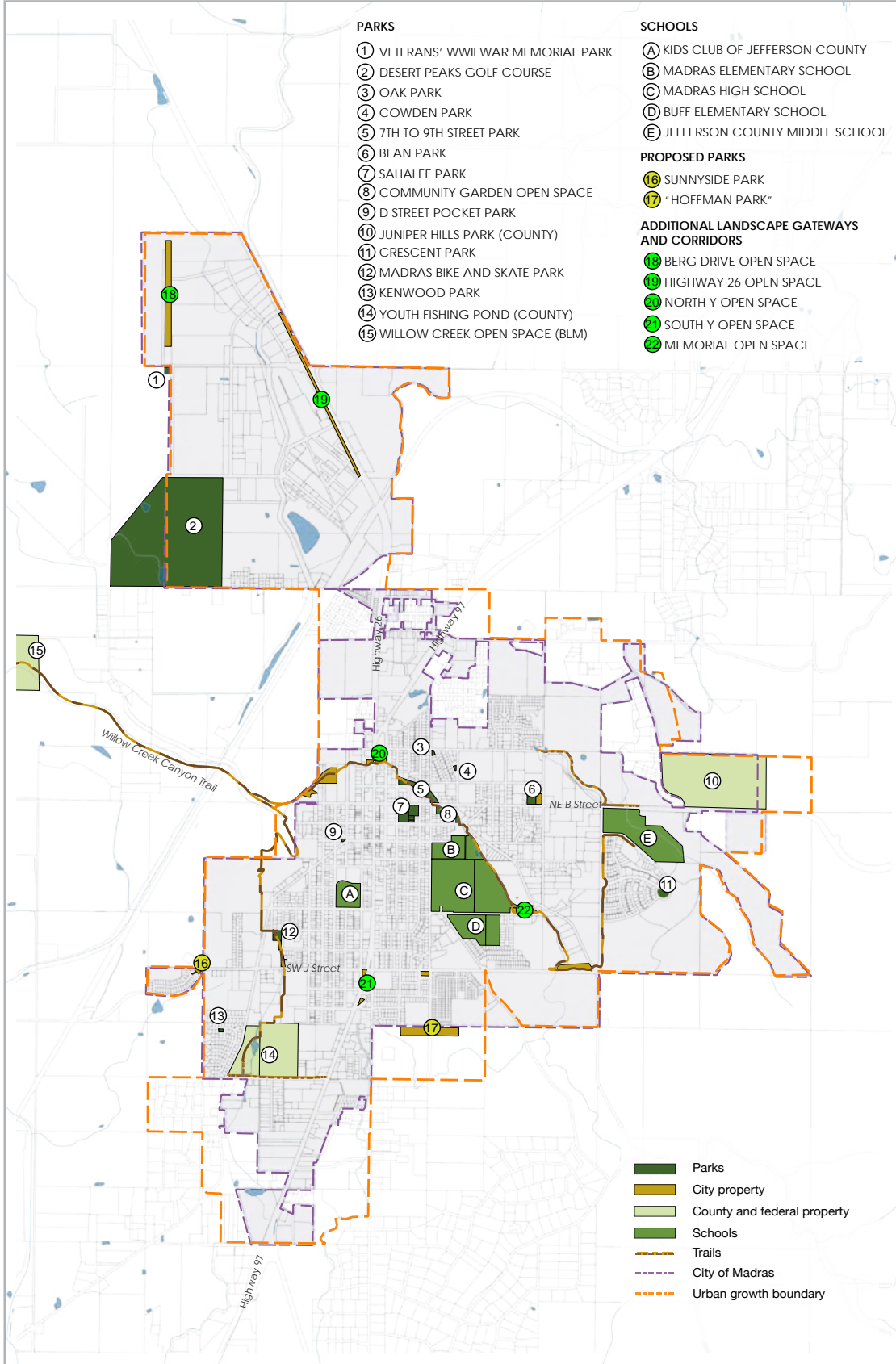


Table 3.3 presents the Level of Service evaluation for the City of Madras park system. Using the Oregon Statewide Comprehensive Outdoor Recreation Guide standards, Madras does not currently meet the Level of Service minimums for *developed* Pocket Parks, Urban Plaza Parks, Neighborhood Parks, or Nature Parks. Notably, Madras currently owns additional land in the

pocket park (Sunnyside) and neighborhood (Hoffman) park categories. When these parks are developed, Madras will meet the minimum level of service guidelines in those park categories. In addition, land included in the Willow Creek Trail and Open Space system is not included in this analysis.

Table 3.3 - Level of Service

Parkland Classification System	Developed Acreage	Level of Service (LOS)	SCORP LOS Guidelines (acres/1,000 pop.)
Pocket Parks (Mini Parks)	1.3	0.20	0.25 to 0.50
Urban Plaza Parks	0	0.00	0.1 to 0.2
Neighborhood Parks	5.19	0.79	1.0 to 2.0
Community Parks*	72.07	11.00	2.0 to 6.0
Nature Parks	6.48	0.99	2.0 to 6.0
Special Use Parks	97.99	14.96	N/A
Regional Sports Parks*	68.07	10.39	5.0 to 10.0

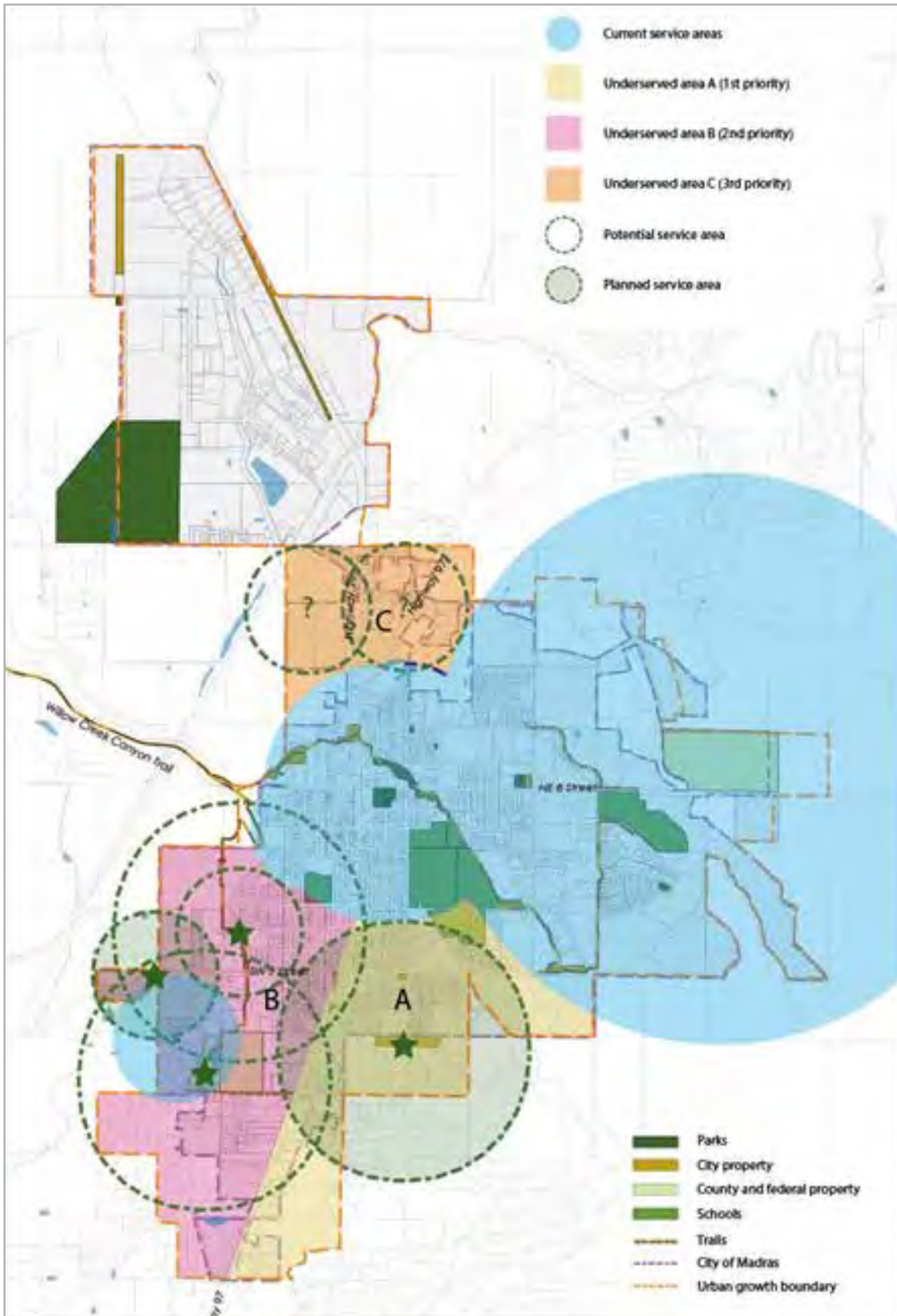
Service Area Assessment

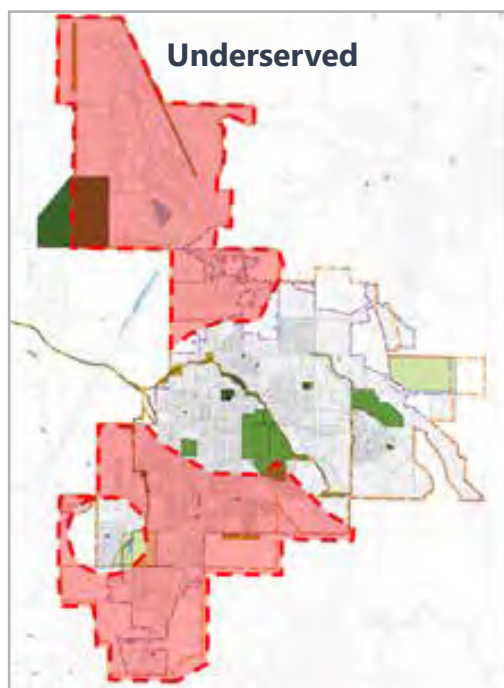
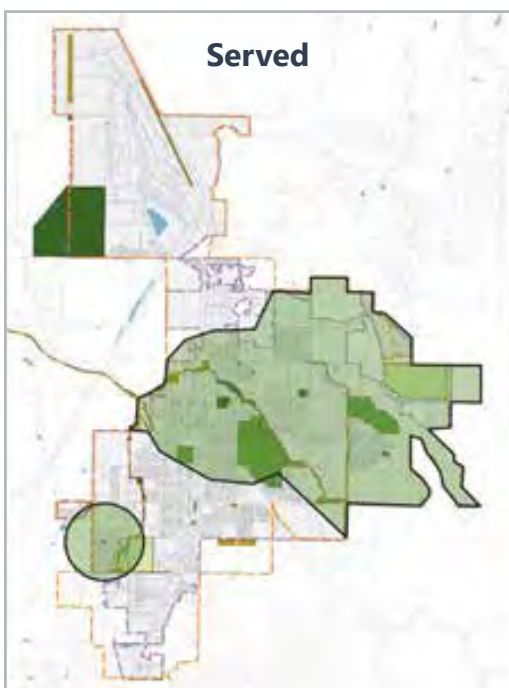
The park service area assessment is intended to determine if any neighborhoods within the city are either over- or under-served by parks. This assessment is useful in determining whether all neighborhoods in the city are being equitably served by park and recreation infrastructure. To complete the assessment, the planning team used the SCORP service area guidelines to determine areas that are either served or underserved by parks. Figure 3.3 shows that downtown and east Madras is well served by parks. However, the southern portion of Madras, both east and west of Highway 97, is underserved. In addition, the residential and industrial areas north

of downtown are also underserved by park facilities.

Importantly, the service area assessment did not analyze how residents and visitors typically access those parks. In some cases, lack of bicycle and pedestrian infrastructure could limit easy access to parks. Because the City’s recently updated Transportation System Plan includes recommendations to improve bicycle and pedestrian connectivity city-wide, we do not duplicate those recommendations here. However, the City should consider bicycle and pedestrian connectivity as part of future park improvement budget and policy decisions.

Figure 3.3 - Service Area Assessment





Evaluation of the Park System

For a community of its size, Madras has access to a robust park, trails, and open space system. Madras has a range of smaller neighborhood-scale parks, such as Sahalee, Bean, and Crescent parks. Juniper Hills, while currently a county facility, affords local access to a combination of community scale and regional sports park amenities. Taken together, these parks provide a solid foundation to the City's park system.

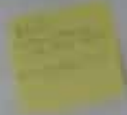
Additional mini-parks, trail facilities, and other specialty park and recreation facilities build on that foundation to offer a diverse set of additional park facilities. Amenities like the Madras Bike and Skate Park, Veterans WWII Memorial, the Fish Pond, and the Desert Peaks Municipal Golf Course offer destinations and activities for a wide spectrum of Madras residents and visitors.

A key consideration for park system improvements moving forward is the concentration of park facilities in the downtown core and east side of Madras. Residents and community stakeholders commented on the relative lack of neighborhood-scale park facilities on the southern and northern ends of the City during the engagement and outreach process. Notably, the City of Madras is aware of this issue and has recently acquired six-acres of park land at McTaggart Road and SE 10th Street to serve south-side residents east of Highway 97. Even so, as the City focuses its attention on expanding the park system, it will be important to consider other unmet community needs. Parks and their facilities should be targeted towards reaching a previously underserved area (i.e. south-side neighborhoods), demographic (i.e. teens), or function (i.e. dog park).

I would like the Madras Parks System to have more...(pick up to 3)



Doze Ball ●



CHAPTER 4: PARK & RECREATION NEEDS

Chapter 4: Park & Recreation Needs

Community input is an essential component of any planning process, allowing residents to have a voice in shaping their community, express their needs and desires, and ensure efficient and desirable use of public resources. The Madras Parks planning team sought input from a variety of residents, young and old, to ensure recommendations for the future of Madras' parks aligned with how residents wanted to see parks evolve and change.

Most Madras community members who provided input into the parks master plan expressed relatively high levels of satisfaction with the parks system. For example, most survey respondents reported satisfaction with park landscaping, trails, sport fields, play equipment, park maintenances, and safety. Only sport courts (e.g. basketball, tennis) and amenities (e.g. restrooms, benches, tables, etc.) received under 50-percent satisfaction ratings. In the case of amenities, only 32% are satisfied with over 50% of respondents indicating high or very high levels of dissatisfaction with park amenities. Notably, 90% of residents who responded to the Parks Master Plan Survey rated parks as very important to the quality of their life.

This chapter describes key themes to emerge from the community input phase of the master plan process. We derive these themes from a five-month outreach process which included:

- An **on-line survey** posted to the City's website, social media accounts, and utility bills. One-hundred seventy residents responded to the survey
- A **youth survey** distributed to approximately 200 middle-school students
- Eight **interviews with key community members** who are involved with or interested in parks and recreation
- Three **public engagement booths** at various community events held in Sahalee park
- Intercept **surveys conducted in Spanish** by local interpreters at Latino Fest
- An **open house** at Kids Club
- Opportunities to comment via **social media**

For community engagement methodology and specific findings from the community engagement process, please refer to **Appendix B**.

Facilities, Maintenance & Safety

Park Facilities

While community members are satisfied with the park system overall, they would like to see investments made to improve existing park facilities. Improving **EXISTING** facilities and equipment ranked highest among survey respondents when asked how they would invest in Madras parks. The following are some of the facilities of high interest for future addition to parks, as expressed through the survey and conversations with residents:

→ **Improvements to restrooms** were rated as the highest priority for future

investment. Over three-quarters (76%) of survey respondents indicated this was a high priority. Restrooms were also identified by intercept survey participants as the “worst thing” about Madras parks. Similarly, respondents to the youth survey listed dirty restrooms as one of the worst things about Madras parks.

→ Other high priority amenities included **benches, picnic tables, and shelters**. Notably, comments collected during the park engagement events also highlighted these amenities as being important and emphasized the need for shaded places to sit and picnic in parks.

“I believe that the current parks are well maintained. I’ll always be in favor of adding more places that friends and families are able to grow and bond. Spaces that the people are able to come together and enjoy time together, will give our citizens a sense of belonging and create a stronger community.”

~ Survey Respondent

“Restroom are the portion that are disappointing. Dirty for the most part, definitely NOT someplace I feel that I can use, let alone my children.”

~ Survey Respondent

→ Community members identified **play areas** and **playground equipment** as being worthy of investment. Specifically, they emphasized the need for **covered play** areas, playground equipment suitable for a **mix of ages** (especially older children), and **nature play** areas. Among youth survey respondents, swings and slides ranked highest as “favorite” piece

of playground equipment. Importantly, residents emphasized that parks should be designed for **people with disabilities**. Similarly, over 50% of survey respondents indicated that people with disabilities are not well served by Madras parks. These observations apply to park access, play equipment, and facilities.

Community Feedback

Park Satisfaction

90%

of respondents agree Madras parks are very important or important to their **quality of life**

Residents are **most satisfied** with:

Landscaping



Trails



Sports Fields

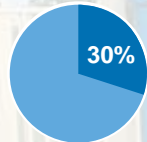


Residents are **least satisfied** with:

Amenities

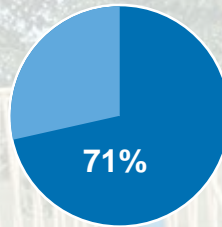


Bean Park

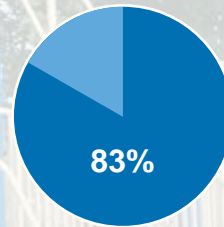


30% of residents are dissatisfied or very dissatisfied with Bean Park

Sahalee Park



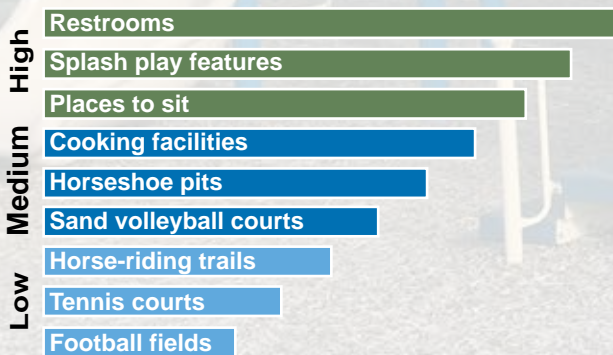
Juniper Hills Park



83% of residents are satisfied or very satisfied with Juniper Hills Park; 71% with Sahalee

Park Preferences

Priority **outdoor** park amenities:



Other park preferences identified at outreach events:

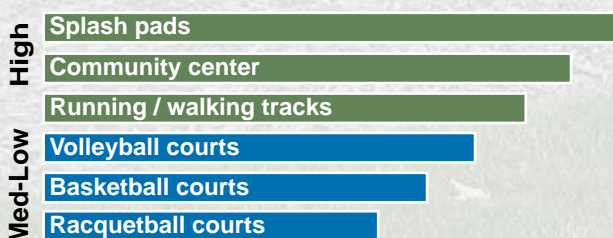
Dog Park



More Shade



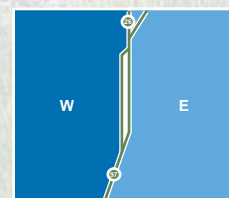
Priority **indoor** park amenities:



Improved Play Equipment



More West Side Parks



Park Visitation

99%

of respondents have been to a Madras park at least once in the past year

Parks **most frequently visited** on a monthly to weekly basis:

- 1 Sahalee & Juniper Hills (49%)
- 2 Willow Creek Trail (22%)
- 3 Bean Park (15%)

Top Park Activities:

Exercise
54%



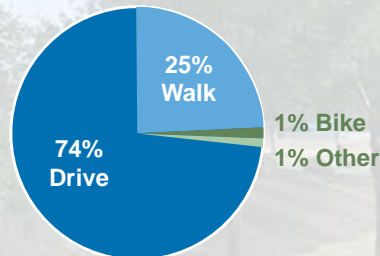
Play Time
49%



Quiet /
Relaxation
44%



How do residents get to parks?



Underserved Visitors

Out of all park visitors, residents agree people with disabilities, seniors, and teenagers are least well served by parks.

Kids & Parks

Best thing about parks:

Fun place to play / be with friends



Worst thing about parks:

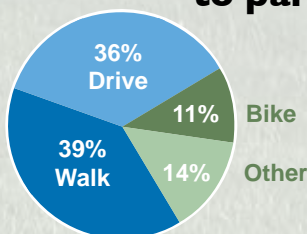
Dirty / Gross*



*Top answer was "other"

27% of kids surveyed feel safe at parks when they're with other kids

Favorite way to get to parks?



Skateboarding, using a scooter, and no response are included in the "other" category.

Park Funding

80% **71%**

of respondents agree Madras needs additional parks and recreation facilities

of respondents would support a park levy / bond or fee to pay for improvements



35% of residents would be willing to pay \$4-\$6 a month for a higher level of service

Residents would prioritize spending on:

- 1 Improving **existing** facilities & equipment
- 2 Building **new** parks & facilities

- Many residents expressed interest in a dog park. Over 50% of survey respondents expressed interest in investing in a **dog park**. Additionally, many community members who dot-voted during the outreach events selected a dog park as one of their desired amenities. Notably, only 32% of survey respondents selected dog-walking as one of the activities members of their family use the parks for.
- Several comments focused on a desire for **drinking fountains** in parks.
- Survey respondents indicated high satisfaction levels for both the Madras Aquatic Center and the County Fish Pond.

Park Facilities

Those who provided input generally felt Madras' parks were well maintained.

- Several maintenance related comments focused on the **condition of Willow Creek Trail**. Weeds, grass, and tripping hazards each received some comment.
- Many maintenance related complaints centered on **restrooms** being dirty or poorly maintained.

“Much of the equipment is outdated, there needs to be additional sports facilities added for older teens and adults to use. Addition of lighting may deter vandals as well.”

~ Survey Respondent

- Other survey comments focused on the need for trash pick-up, broken glass, need for doggie poop stations, etc. Additionally, multiple stakeholders mentioned the need to mitigate vandalism and increase safety and security in parks and on trails.

Park Safety

Community members expressed a range of concerns related to safety, from homeless camping to glass, woodchips, and tripping hazards.

- Youth report feeling safe when **trusted adults** (parents, other family) are present. This was followed closely by presence of **friends or other kids**.
- Respondents to the youth survey listed **getting hurt** and **fear of others** under the “worst thing about parks” question. Community survey respondents and outreach booth participants also identified fear of others (homeless, transient, drug users, etc.) as a reason they feel parks are unsafe.
 - Many respondents emphasized a desire for additional lighting in parks. Some community members also indicated a desire for security cameras in parks.

- Some respondents indicated that certain **park surfaces** (e.g. wood chips) were undesirable and posed a safety issue due to splinters or falls.

seniors, and teenagers are the **least well served** by parks.

- Neighborhoods on the west side of Madras are underserved by park infrastructure.

Access and Use

Park Use

Residents use parks for a mix of exercise, play, and relaxation.

- Survey respondents ranked **exercise** as the top activity they use parks for followed closely by **play time**, and **quiet/relaxation**. Youth respondents ranked **playing (games, sports, playground, etc.)** as their favorite thing to do in parks.

- **Parks are well used by** the people who responded to the survey or commented during the public engagement process. Ninety-nine percent of survey respondents indicated that they have visited a park within the prior 12-month period.

“Being a disabled person I want a park I can take my family to that I can fit in the tables. Please accommodate disabled people.”

“Play areas with adaptive equipment...”

~ Survey Respondent

A majority of the community survey respondents (74%) indicate they **use a car** to access parks. Notably, most youth-survey respondents indicate that **walking is their favorite way** to get to a nearby park.

- Sahalee and Juniper Hills are the most visited parks in Madras.

Access and Transportation

Parks need to accommodate a wider range of community needs, values, and mobility options.

- Community members feel that **people with disabilities**,

Investing in Parks

Residents desire more park and recreation facilities and they are willing to pay more for them.

Funding

- Nearly three-quarters of survey respondents said they would **support a park levy or bond** to pay for improved park and recreation facilities.
- Most respondents (about 70%) would be willing to **pay between \$1 and \$6 per month** to pay for improved park and recreation facilities.

Priorities

- About 80% of respondents agree that Madras needs additional parks and recreation facilities
- Survey respondents would spend the most on improving existing parks followed closely by building new parks.
- A number of community members expressed a desire for a community center, recreation center, or other indoor exercise location (particularly during winter months).
- Improving access for persons with disabilities to playground equipment and park facilities.



CHAPTER 5: PARK SYSTEM VISION & GOALS

Chapter 5: Park System Vision & Goals

This chapter presents a set of goals that will guide Madras Parks System development for the next 20-years

The purpose of the goals is to capture and communicate the vision and policy direction for the park system moving forward.

The values and desires of the City of Madras and its residents guide the parks master planning process and future decisions made regarding the parks system. The planning team met with the Madras Park and Urban Forestry Committees in October and November of 2018 to review and update the plan goals. At the October 16 meeting, committee members emphasized the following considerations when updating the goals:

- Plan Goals should emphasize size Madras parks as being welcoming to the entire community
 - Meeting Places
 - All ages
- Plan Goals need to include an increased focus on public safety and security
- Madras should become a known destination for parks
 - Unique, “destination” parks
 - Attract visitors
 - Known throughout the region for its park system/ amenities

- Plan Goals should emphasize that parks are an economic, social, and recreational amenity for the City

To update the plan Goals, the planning team first reviewed the existing plan goals and evaluated them for their relevance to the considerations presented above. Next, the team prepared an updated set of draft goals for the committees to consider at their November meeting. Notably, the team proposed goal revisions that incorporate “S.M.A.R.T.” principles. A “S.M.A.R.T.” goal is: **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bounded. The committee reviewed, edited, and approved the goals at their November 6th meeting.

Park System Goals

The Madras Parks Master Plan update establishes an updated set of goals that provide a framework for development of the park system. The plan goals are intended to be used as a guide to address current and future community needs. Because each goal is equally important, the goals are not listed in priority order.

- ◆ **Improve Madras’ Livability.** Over the next decade, Madras improves its livability by increasing the percentage of residents living within a half-mile of a developed park.
- ◆ **Accommodate changing community needs.** Madras provides adequate park and recreation amenities to meet the changing needs of a growing community.
- ◆ **Promote health and fitness.** Madras promotes community member health and fitness by increasing the number and type of physical activities available to residents across all age and ability levels.
- ◆ **Improve safety and function.** By 2028, Madras ensures that all facilities and amenities in the park and recreation system meet current safety, building code, and park design standards.
- ◆ **Increase system visibility.** By 2030, Madras is recognized throughout the region as a destination for unique, safe, and welcoming, park and recreation facilities.

Recommendations into the following functional categories: New Park Improvements, Existing Park Improvements, Trail Improvements, Open Space Improvements, and Future Land Acquisition. Note that additional funding and implementation recommendations are listed in Chapter 7.

Each of the identified recommendations references the goal(s) it seeks to advance.

Each recommendation includes a priority level. The level reflects the urgency of need as well as the amount of time needed to complete the recommendation. High priority recommendations are necessary to meet existing park needs and are intended to be completed within five years. Medium priority recommendations are not critical to the improvement of the park system. Medium priority recommendations may require additional planning or resources and are intended to be completed beyond five years of plan adoption. Low priority recommendations will not be necessary until other future expansions occur or are otherwise not critical to the meeting the needs of the park and open space system.

Recommendations

To achieve these goals, the Madras Parks Master Plan update establishes a set of **Objectives** and associated **Recommendations**. The objectives and recommendations are intended to serve as a framework for continued improvement of the park system. The plan organizes the Objectives and

Table 5-1: Levels of Priority for Recommendations

High Priority	1-5 years
Medium Priority	6-12 years
Low Priority	13-20 years

Table 5-2: New Park Improvement Recommendations

Objectives	Recommendations	Priority Level	Plan Goals Addressed				
			Livability	Changing needs	Health & fitness	Safety & function	System visibility
<i>Objective 1: Increase the number of parks in underserved areas</i>	Improve "Hoffman Subdivision" Park	High	✓	✓	✓	✓	✓
	Improve new neighborhood park in Opportunity Area B	Medium	✓	✓	✓	✓	✓
	Improve Sunnyside Park	Medium	✓		✓	✓	✓
	Improve new pocket/neighborhood park in Opportunity Area C	Low	✓		✓	✓	✓
	Improve new neighborhood and mini-parks in the east hills when future development occurs	Low	✓	✓	✓		✓
<i>Objective 2: Address community needs and desires</i>	Identify a location for a new dog park	High		✓			
	Complete a concept and development phasing plan for "Hoffman Subdivision" Park.	High	✓	✓	✓	✓	✓
	Provide ADA Accessible playground equipment	High	✓	✓	✓	✓	✓
	Improve a new dog park	Moderate	✓	✓		✓	✓

Table 5-3: Existing Park Improvement Recommendations

Objectives	Recommendations	Priority Level	Plan Goals Addressed				
			Livability	Changing needs	Health & fitness	Safety & function	System visibility
<i>Objective 3: Utilize Concept Plan to improve and update Sahalee Park</i>	Complete new splash park	High	✓				✓
	Maintain historic elm grove	High	✓			✓	✓
	Re-develop the existing playground	Moderate		✓		✓	✓
	Relocate and improve basketball court	Moderate		✓	✓	✓	✓
	Improve restroom facilities	Moderate	✓	✓		✓	✓
	Improve park entry and ephasize connection to downtown	Moderate	✓	✓		✓	✓
	Extend path system	Low		✓		✓	✓
<i>Objective 4: Utilize Concept Plan to improve and update Bean Park</i>	Improve park entry	Moderate		✓		✓	✓
	Improve park circulation	Moderate		✓	✓	✓	
	Re-develop and expand existing playground	Moderate		✓		✓	✓
	Preserve and expand facilities for family/community gatherings	Moderate	✓	✓	✓	✓	✓
	Enhance natural features	Low					
	Improve the undeveloped portion of Bean Park	Low		✓			
<i>Objective 5: Update and Improve Existing Pocket Parks</i>	Complete installation of new playground equipment at Crescent Park	High		✓		✓	✓
	Complete identified improvements to 7th and 9th Street park	High	✓	✓	✓	✓	✓
	Complete identified improvements to 3rd and D Street Park	Low	✓			✓	
	Complete identified improvements to Cowden Park	Low	✓			✓	✓
	Complete identified improvements to Kenwood Park	Low	✓			✓	✓
	Complete identified improvements to Oak Street Park	Low	✓	✓		✓	✓

Table 5-4: Trail System Improvement Recommendations

Objectives	Recommendations	Priority Level	Plan Goals Addressed				
			Livability	Changing needs	Health & fitness	Safety & function	System visibility
<i>Objective 6: Improve and Expand the City's Pedestrian, Bicycle, and Multi-Use Path System</i>	Implement relevant Transportation System Plan (TSP) multi-modal goals, objectives, and actions	Refer to TSP	✓	✓	✓	✓	✓
	Master Plan trail connectivity to federal lands, identify gaps, build cooperative agency support, prioritize project improvements, assist with seeking funding, and support new project development.	High	✓	✓			✓
<i>Objective 7: Improve existing trailhead locations</i>	Complete identified improvements to the Public Works Trailhead	High		✓		✓	✓
	Complete identified improvements to the J Street Trailhead	Moderate		✓	✓	✓	
	Complete identified improvements to the Airport Trailhead	Moderate		✓		✓	✓
<i>Objective 8: Facilitate and support installation of a temporary multi-user demonstration trail system in the East Hills for mountain biking, hiking, and equestrian enthusiasts</i>	Complete East Hills demonstration trail parking and trailhead improvements	High		✓	✓		✓
	Complete primary "backbone" trail system, including access points and signage	Moderate		✓	✓	✓	✓
	Complete secondary "conector" trail system, including access points and signage	Low		✓	✓	✓	✓

Table 5-5: Open Space Improvement Recommendations

Objectives	Recommendations	Priority Level	Plan Goals Addressed				
			Livability	Changing needs	Health & fitness	Safety & function	System visibility
<i>Objective 9: Update and Improve Existing Open Space Areas</i>	Complete identified improvements to Berg Drive Open Space	High					✓
	Complete identified improvements to Community Garden and surrounding Open Space	Moderate	✓	✓	✓	✓	✓
	Complete identified improvements to Highway 26 Open Space	Low	✓				✓
	Complete identified improvements to Memorial Open Space	Low	✓				✓
	Complete identified improvements to North Y Open Space	Low	✓				✓
<i>Objective 10: Expand open space conservation opportunities in the East Hills</i>	Protect private property from public access	High		✓		✓	
	Initiate East Madras Open Space planning in accordance with the East Madras Concept focussing on formal designation of open space corridors and protection of critical viewsheds	Moderate	✓	✓	✓	✓	✓
	Update the Yarrow Master Plan to redesignate land identified for golf course to open space.	Low		✓	✓		✓
	Improve active recreation system in conjunction with future development activity	Low	✓	✓	✓	✓	✓

Table 5-6: Future Land Acquisition Recommendations

Objectives	Recommendations	Priority Level	Plan Goals Addressed			
			Livability	Changing needs	Health & fitness	Safety & function
<i>Objective 11: Meet Oregon's minimum SCORP Level of Service Guidelines across all park classes by 2035</i>	Acquire, through dedication or purchase, between 0.6 and 3.0 acres of land for new mini-parks	Low	✓	✓		
	Acquire, through dedication or purchase, between 1.0 and 2.0 acres of land for new town-plaza parks	Low	✓	✓		
	Acquire, through land dedication or purchase, at least 13.2 acres of land for new nature parks	Low	✓	✓		
<i>Objective 12: Equitably provide all Madras residents with walkable access to a park</i>	Acquire, through dedication or purchase, at least 2.0 acres of land for a new neighborhood park in Service Area B	Moderate	✓	✓		
	Acquire, through dedication or purchase, at least 0.25 acres for a new mini-park in Service Area C	Low	✓	✓		

- Dog park

Actualizaciones de Bean Park - Área Natural | Bean Park Updates - Natural Area



Drinking Fountain Here!

CHAPTER 6: PARK SYSTEM RECOMMENDATIONS AND ACTIONS

Elementos del diseño



Lugares dispersos para hacer un picnic

Parque infantil natural

Sendero para correr

Áreas naturales mejoradas

Chapter 6: Park System Recommendations and Actions

This chapter expands on recommendations contained in Chapter 5. Specifically, we present planned or desired improvements on a park-by-park or facility-by-facility basis. Importantly, the improvements listed here provide the basis for the cost and budget estimates contained in Chapter 7.

Therefore, existing park improvements and park expansion should guide staffing and financial planning activities that will contribute to the enhancement of the Madras park system. To complement the recommendations, Appendix A includes design guidelines for new parks that the City will develop in the future. For more information regarding the cost of the recommendations presented in this chapter, refer to the park budget, and parkland/capital improvement guides included in Chapter 7.

As with the park system recommendations, the plan organizes the Facility Improvements into the following functional categories: New Park Improvements, Existing Park Improvements, Trail Improvements, and Open Space Improvements. Note that additional funding and implementation recommendations are listed in Chapter 7.

New Park Improvements

Hoffman Park (east and west)

Potential improvements to this six-acre, park-designated, city-owned property located at the intersection of McTaggart and SE 10th Street may include:

- playground equipment
- basketball/hard court(s)
- pickle ball court
- multi-use sports fields
- restroom(s)
- paved path(s)/sidewalk(s)
- benches
- picnic table(s)
- picnic/BBQ area(s)
- seed lawn areas
- landscape areas
- trees
- irrigation

The City of Madras will determine specific improvements and park development phasing through a community engagement and concept design process. NOTE: Chapter 5 identifies development of a concept plan for this park as a high priority recommendation.

Sunnyside Park

Desired improvements to this half-acre, park-designated, city-owned property located SW Belmont Lane and SW Sunnyside Drive include:

- playground equipment
- grass
- paved path/sidewalk around the park
- seating/bench(es)
- picnic table(s)
- trees
- landscaping
- irrigation
- picnic/BBQ area(s) (optional)
- restroom (optional)
- fencing (as needed)

Dog Park

The concept design for this yet to be located one- to two-acre park includes the following:

- signage
- five-foot tall fencing
- gated entry
- three-foot wide crushed gravel loop-path
- mixed lawn/bark/gravel
- trees
- seating/benches
- landscaping
- lighting
- doggie station(s)
- irrigation
- sun/rain shelter (optional)

Existing Park Improvements

Sahalee Park

The Madras Park Master Plan update process included a focused examination of potential upgrades to Sahalee Park. The proposed Sahalee concept design (refer to Volume II – Park Concept Plans for additional improvement details) presents park improvement options based on public input and feedback collected during the outreach and engagement phase. Planned improvements to Sahalee Park include:

- complete spray park installation
- add bilingual signage and improve park entrance
- upgrade & relocate restrooms
- finish/expand concrete path on west end



- Space - 1+ acres are needed for a large dog park. An additional 1/4 - 1/3 acre of park would accommodate a small dog area.
- ① Fencing - 5' tall coated chain link fence
 - ② Park Entrance - Gated entry
 - ③ Walking Path - 3' crushed gravel path to allow walking loop around park
 - ④ Surfacing - Lawn or mixed lawn and bark mulch
 - ⑤ Amenities
 - Signage
 - Pet station
 - Seating benches
 - Water
 - Lighting
 - ⑥ Parking - Available parking for 8-10 vehicles

- install additional covered picnic areas
- replace, expand, or improve play equipment
- replace or relocate basketball court
- plant vegetative screen between park and homes to the east

- replace/add trees where needed to maintain elm grove and increase shade
- add lighting

Bean Park

The Madras Park Master Plan update process included a focused examination of potential upgrades to Bean Park. The proposed Bean concept design (refer to Volume II – Park Concept Plans for additional detail) presents park improvement options based public input and feedback collected during the outreach and engagement phase. Planned improvements to Bean Park include:

- expand park to include unimproved property along NE Kinkade Road
- add bilingual signage and improve park entrance
- cover current BBQ area
- create new BBQ area
- replace playground equipment
- replace/refurbish sand volleyball court
- add picnic tables
- add benches
- relocate and replace basketball/sports court
- redesign and overlay parking area
- add parking area landscaping
- replace/add trees where needed to maintain and increase shade
- relocate and replace restrooms
- add lighting

Crescent Park

Crescent Park is a recently constructed park located between SE Yarrow Avenue and SE Honeysuckle Loop. Remaining improvements to this park are limited to:

- final installation of playground equipment currently scheduled for the spring of 2019
- install one (1) or more doggie station(s)

Kenwood Park

Desired improvements to this mini-park located at the corner of Kenwood and Floyd Streets include:

- additional playground equipment (consider ADA compatible)
- plant additional trees for shade
- add picnic table(s)
- add seating/bench(es)
- install one (1) doggie station

Oak St Park

Desired improvements to this mini-park located at the corner of 10th and Oak Streets include:

- add picnic table(s)
- add seating/bench(es)
- add small play area (consider ADA compatible)
- plant flowers
- install one (1) doggie station

Cowden Park

Desired improvements to this mini-park located at the corner of 12th and Cowden Streets include:

- add picnic table(s)
- add seating/bench(es)
- install raised flower beds
- install one (1) doggie station

3rd and D Street Park

Desired improvements to this mini-park located at the corner of 3rd and D Streets include:

- add bench cover

7th Street Park

Desired improvements to this mini-park located at the corner of 7th and A Streets include:

- add picnic table(s)
- add trail signage
- refurbish/resurface trail
- add lighting
- add playground equipment
- replace/add trees where needed to maintain and increase shade
- install one (1) doggie station

9th Street Park

Desired improvements to this mini-park located near the corner of 9th and B Streets include:

- add picnic table(s)
- add trail signage
- refurbish/resurface trail
- add lighting
- add playground equipment
- replace/add trees where needed to maintain and increase shade
- install one (1) doggie station

Madras Bike and Skate Park

The Madras Bike and Skate park is a popular special use facility located at the corner Marshal and H Streets. This park is heavily used by youth from throughout the city. Desired improvements to the Madras Bike and Skate Park include:

- replace existing bathroom with covered portable bathroom
- add seating/bench(es)
- add picnic table(s)
- complete erosion mitigation along trail
- repair and resurface bowls

Veterans' WWII War Memorial

The Veterans' WWII War Memorial is dedicated to the air pioneers and U.S. Army Corps pilots, crew members, and military personnel from Jefferson County who served in World War II.

This special use facility is a destination for family members, residents, WWII enthusiasts, and tourists from around the world. Desired improvements to the Veterans' WWII War Memorial include:

- repair brick pathway (tripping hazard)
- add seating/bench(es)

Trail Improvements**Airport Trailhead by south end of golf course**

Trails near the airport and golf course receive high levels of use. Many residents are observed walking on trails in these locations. Recommended improvements include: Gravel parking lot, signage for trail, airport trail head, one (1) picnic table, one (1) doggie station.

J Street Trailhead

The J Street Trailhead is proposed to be located where the Willow Creek Trail intersects J Street east of the traffic circle. At present, there are no trailhead improvements at this location. A formal trailhead is needed in this location. Note that this project is not listed in the Madras TSP. Desired trailhead improvements include:

- add trail signage/kiosk
- add gravel parking area
- add seating/bench(es)
- add lighting
- install one (1) doggie station

Public Works Trailhead

A new trailhead at the Public Works Yard is proposed near the corner of NW B and SW 1st. At present, there are no formal trailhead improvements at this location. A formal trailhead is needed to accommodate access to the Willow Creek Loop and Willow Creek Canyon Trails. Note that this project is not listed in the Madras TSP. Desired trailhead improvements include:

- add trail signage/kiosk
- add gravel parking area
- add seating/bench(es)
- add lighting
- install one (1) doggie station
- replace existing bridge over Willow Creek

New Shared Use Paths and Trail Extensions

The Madras Transportation System Plan (TSP) identifies multiple proposed Shared Use path extensions. The improvements proposed here supplement the bicycle and pedestrian projects listed the in Madras TSP.

- Benches along the trail system, more signage, upgrade exercise station along trail, upgrade lighting, resurface trail sections when needed, trees where needed.
- All new trails will include kiosks and doggie stations where needed.
- Add new trail around golf course and airport connecting into HWY 26 tree strip.
- Starting at M Hill trail heading west towards city property along the border of Cedar Hill Street all the way to city property behind Sunnyside subdivision then south to Belmont Lane. Create a trail head at Belmont with gravel parking lot benches and tables Trail head sign.
- Safeway to Meadowlark lane to Hilltop drive to Brown Dr to Loucks Dr to Juniper Hills Park 7-10 Miles
- Connect senior center to the trail to the current trail system, kiosk
- COTA trail addition approximately 10 miles
- County property not otherwise identified does not show improvements. All open space not identified will remain as unimproved open space.
- Golf course –TBD

Open Space Improvements

Berg Drive

Grass and Irrigation between each bio-swale, picnic tables, additional trees

Hwy 26 OS Trees

More trees, trail, benches, tables, kiosk-sign, doggie station

Resting benches 6, no tables, 3 doggie stations

North Y

Flowers, Benches, Tables, top section turned into picnic area, shade tree

Hometown Drug Area

New trees, picnic tables. 1 Doggie station

10th Street Open Space and Community Garden

The Madras Willow Creek Community Garden is located at the corner of 10th and B Street. The garden is adjacent to the Willow Creek Trail, greenway, and open space. The garden promotes a healthy community, provides food for families, and creates recreational and therapeutic opportunities for the community. Adjacent open space includes an existing fitness station. Desired improvements to the Madras Willow Creek Community

Garden and open space area

- add irrigation
- add playground equipment
- plant additional trees
- add seating/bench(es)
- add picnic tables
- replace perimeter fencing
- replace & expand fitness station
- expand & improve garden

Non-Madras Park & Recreation Facility Improvements

Fishing pond (county)

More benches, grass play area, update irrigation, playground, restroom

West side track (county)

Over seed, Irrigation, resurface/ rebuild track, redesign interior landscaping (along street sidewalks). Add soccer goals, move west facing fencing to east side of track

Juniper Hills Park

Restroom-concession facility, two new picnic shelters, eight-foot wide paved walkways (NOTE: these improvements are currently funded through \$392,000 in State Grants and local matching funds.)

A restroom-concession facility, two picnic shelters and paved walkways will be added at park.



Source: The Madras Pioneer



CHAPTER 7: OPERATIONS & FUNDING

Chapter 7: Operations & Funding

A vibrant, well-used park system relies on a solid foundation of organizational and financial support.

As Madras' park system grows, so must the funding and staff support required to provide engaging programming and high-quality maintenance. This chapter describes the current organizational and financial structure of Madras' park system and provides resources that will help the City grow into the future.

Current Organizational Structure and Operations

The Madras Public Works Department oversees the Madras park system. The Department is responsible for the maintenance and operation of City-owned parks, golf course, and greenways. This includes, but is not limited to: mowing, tree trimming, irrigating, weed control, and public restroom and playground equipment maintenance.

Under an existing agreement with the school district, the Westside Elementary football field and playground area is maintained by the City as a public park. The City is responsible for the watering, mowing, weeding, and general upkeep of this green space. In addition, the City supports park/greenway mowing,

irrigation operation and maintenance, restroom maintenance and coordinating park activities such as Saturday Market and volunteer group coordination such as the Rose Garden Club & Rotary Club.

According to the National Recreation and Park Association, "Park and recreation agencies serving jurisdictions having a population of fewer than 20,000 have a median of 9.8 FTEs on staff."² For jurisdictions in the lower quartile, the number of FTE drops to 4.8. Measured in FTE per 10,000 residents, NRPA reports 9.1 as the median (4.7 for the lower quartile) for jurisdictions with populations under 20,000. In terms of responsibility, park staff generally split their time in the following ways:

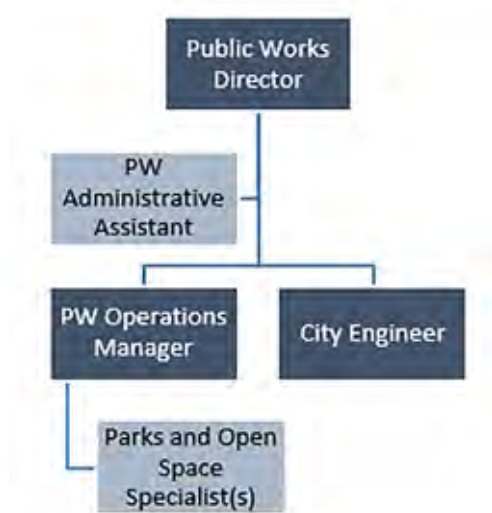
- Operations/Maintenance (55 percent)
- Programming (24 percent)
- Administration (17 percent)
- Capital development (two percent)
- Other (two percent)

In Madras, City Staff assigned to park oversight, maintenance, and operations include:

- **Public Works Director** – approximately 0.10 FTE dedicated towards parks
- **Public Works Administrative Assistant** – approximately 0.10

² 2018 NRPA Agency Performance Review, National Recreation and Park Association

- FTE dedicated towards parks
- **Public Works Operations Manager** – approximately 0.10 FTE dedicated towards parks
- Between 5 and 10 **Parks and Open Space Specialists (seasonal hires)** 5 and serving between May and September



Without factoring in seasonal staff, park staffing levels in Madras are low. Moving forward, Madras may want to consider adding a 0.5 or 1.0 FTE position to assist with ongoing programming, operations, and maintenance activities.

In addition to the public works staff who manage park operations and maintenance, the City of Madras Public Works and Parks Committee and Urban Forestry Commission contributed to the development of this plan. In October 2018, the Madras City Council voted to disband the Public Works and Parks Committee and have the Urban Forestry Commission absorb its duties. The Urban Forestry Commission consists of seven appointed members who serve three-year terms. The Commission meets at least quarterly.

The Public Works Department serves as administrative staff to the Commission. The Public Works Director and Planning Director serve as ex officio members of the Commission. The Urban Forestry Commission serves as a vision keeper for the Madras park system.

Funding Requirements

Park systems require funding for personnel, equipment, ongoing maintenance, programming, periodic improvements, and periodic expansion. According to the NRPA, a typical park and recreation agency spends roughly 55% of its budget on personnel, 38% on operating expenses, 5% on non-CIP capital expenditures, and 2% on other needs. Typical expenses across each of these categories include:

- **Personnel:** Includes salaries, wages, and benefits for full-time, non-full-time, and contract personnel.
- **Operations:** Includes operational support where the capital fund repays the operating budget, enterprise funds, interdepartmental transfers, and (occasionally) dept service.
- **Non-CIP Capital Expenses:** Includes capital equipment (e.g. computers, vehicles, mowers, tractors, etc.), cyclical maintenance, and (occasionally) dept service.

Park revenue comes from property taxes (General Fund), System Development Charges (SDCs), transient room tax revenues, and any grants the City receives. Notably, since 2004, the City has attracted financial and land

contributions from the Bean Foundation, private donations from businesses and individuals, and external grant funds totaling more than \$2.1-million in external support for the Madras park and open space system.

Capital Improvement Plan when they arise.

General Fund revenues currently cover all park operations in Madras. The General Fund is comprised of City property taxes, franchise fees, State

Park expenses fall into four main categories: materials and services, capital outlay, interfund transfers and operating contingency. Materials and services are covered entirely by General Fund revenue. On the other hand, other expenses are covered by a combination of General Fund and SDC Fund sources.

“On average, park and recreation agencies derive three fifths of their operating budgets from general fund tax support, although the percentage of funding from general fund tax support tends to be lower at agencies with larger operating budgets. The second largest source of funding for most agencies is earned/generated revenues, accounting for an average of 25 percent of operating expenditures. Some agencies depend on special, dedicated taxes for part of their budgets. These park and recreation districts obtain the majority of their funding from tax levies dedicated to park and recreation purposes approved by citizen referenda.”

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shared revenues, contracted positions, regulatory fees, and court fines. The Madras City Council’s current policy is to fund park operations through a 5% allocation of the City’s property tax revenue to the Parks Fund.

The Parks Fund covers the maintenance

The next two sections present information on the City of Madras’ operating and capital budgets respectively.

and operation of City parks, golf course, and greenways including, but not limited to: mowing, tree trimming, irrigating, weed control, and public restroom maintenance. In addition, this fund supports maintenance of the Westside Elementary football field and playground area under an existing agreement with the school district. Finally, the Parks Fund supports the coordination of park related activities such as Saturday Market and volunteer group coordination such as the Rose Garden Club & Rotary Club.

Operating Budget (Parks Fund)

The City of Madras operating budget for parks (Parks Fund) covers ongoing costs such as staffing, operations, maintenance, and equipment. It does not include longer term, capital expenditures such as new park property or equipment purchases. Instead, these items are incorporated into the Public Works Department’s

The City of Madras develops the operating budget for parks during the normal budget cycle each year.

Beginning in January, the Public Works Director works with the Finance Director and City Manager to estimate budget needs for the upcoming fiscal year. The budget is then drafted and approved by June 30. This section presents park operating budget information from FY 2013-2014 through FY 2017-2018.

In the U.S., the typical park and recreation agency (in a jurisdiction with fewer than 20,000 residents) has median operating expenditures of just over \$93 per person, per year. Based on Madras' adopted FY 17-18 parks operating budget of \$520,592, Madras will spend just under \$80 per person on parks this year. Considering Madras' small size and low population density overall, per person spending appears reasonable. That said, increasing per person spending by \$10 per year to be closer to the national median would

generate roughly \$65,000 in additional operational funds.

Table 7-1 shows the last five fiscal year Park Fund budget allocations. The table shows that the Madras Parks operating budget has more than doubled over the past five fiscal cycles.

Capital Budget: SDC Park Improvement Fund

The Madras Park Improvement Fund budget facilitates new capital construction and park system expansion projects. These projects include development of new parks and significant improvement or expansion of existing parks. When new development occurs in the City, Systems Development Charges (SDCs)

generate revenue for this fund. Due to modest increases in development in recent years, the SDC Park Improvement Fund is growing. Improvement Fund growth has facilitated several recent upgrades to the park system. These upgrades include new playground equipment for Crescent Park and the new Sahalee Spray Park.

Table 7-1: Madras Parks Operating Budget

	FY 13 - 14 Actuals	FY 14 - 15 Actuals	FY 15 - 16 Actuals	FY 16 -17 Actuals
Revenue				
Total Beginning Fund Balance				
Beginning Fund Balance	\$21,730	\$63,594	\$91,554	\$99,851
Total Charges for Services				
Charges for Services	\$50	\$31,364	\$36,401	\$34,683
Total Use of Money & Property				
Use of Money & Property	\$30,326	\$263	\$0	\$87,050
Total Interfund Transfers -In				
Interfund Transfers -in	\$186,280	\$189,941	\$192,250	\$223,187
Total Regulatory Fees				
Regulatory Fees	\$850	Not available	Not available	Not available
TOTAL REVENUE	\$239,236	\$285,162	\$320,205	\$444,771
Expenses				
Materials & Services				
Total Materials & Services	\$175,643	\$193,607	\$220,354	\$238,922
Capital Outlay				
Capital Outlay	Not available	\$0	\$0	\$28,281
Operating Contingency				
Operating Contingency	\$0	\$0	\$0	\$0
Interfund Transfers				
Interfund Transfers	Not available	\$0	\$0	\$4,175
Total Ending Cash Balance				
Ending Cash Balance	Not available	\$91,555	\$99,851	\$173,394
TOTAL EXPENSES	\$175,643	\$285,162	\$320,205	\$444,772

Source: City of Madras Budget

In Madras, City Ordinance No. 748 establishes the method for determining SDCs. The 2016-17 SDC fee for parks is \$1,819 per “equivalent dwelling unit” (EDU). Table 7-2 shows a comparison of SDC park fees collected across the region. The table shows that the Madras park SDC is slightly higher than Sisters, in line with Prineville, lower than Redmond and significantly lower than Bend. La Pine does not currently collect a park SDC fee.

According to the NRPA, the typical park and recreation agency serving a population of fewer than 20,000 has a median five-year capital budget of roughly \$650,000. Table 7.3 shows that both revenue and expenditures in the Park Improvement Budget lag well behind the national median. However, Madras has successfully funded

significant park development and improvement projects through a mix of private donations, sponsorships, and State of Oregon Parks and Recreation Department Grant sources. As noted elsewhere, the City has attracted financial and land contributions from the Bean Foundation, private donations from businesses and individuals, and external grant funds. In the past five years, external support for the park system exceeds \$2.1 million dollars. These funds have supported the Veterans Memorial, the Madras Skate Park, Kenwood Park, and multiple trail improvement projects.

Table 7-2: SDC Comparisons

City	Residential				Nonresidential		
	Improvement	Reimbursement	Other Fee	Total	Improvement	Reimbursement	Total
Madras	\$1,819	\$0	\$0	\$1,819	\$1,819		\$1,819
Redmond	\$2,672			\$2,672			\$0
Bend	S: \$7684.11	\$116.84	\$147.85	\$7,949	\$3,099	\$47	\$3,206
	M: \$7,220.29	\$109.79	\$138.92	\$7,469			
	G: \$3,099.24	\$47.13	\$59.63	\$3,206			
Prineville				\$1,887			\$0
Sisters	\$1,193			\$1,193			\$0
La Pine				\$0			\$0

Source: City websites, Research and Analysis by IPRE

Table 7-3: Madras SDC Park Improvement Budget

	FY 13 - 14 Adopted	FY 14 - 15 Actuals	FY 15 - 16 Actuals	FY 16 - 17 Actuals
Revenue				
Total Beginning Fund Balance				
Beginning Fund Balance	\$389	\$10,378	\$17,277	\$16,258
Total Shared Revenues				
Shared Revenues	\$0	\$0	\$0	\$12,690
Total System Development Charges				
Total System Development Charges	\$9,955	\$6,855	\$14,129	\$28,832
Total Use of Money & Property				
Use of Money & Property	\$33	\$44	\$91	\$0
TOTAL REVENUE	\$10,377	\$17,277	\$31,497	\$57,780
Expenses				
Total Capital Outlay				
Capital Outlay	Not available	\$0	\$15,239	\$1,550
Total Interfund Transfers				
Interfund Transfers	\$0	\$0	\$0	\$0
Total Operating Contingency				
Operating Contingency	\$0	\$0	\$0	\$0
Total Ending Cash Balance				
Ending Cash Balance	\$10,377	\$17,277	\$16,258	\$56,230
TOTAL EXPENSES	\$10,377	\$17,277	\$31,497	\$57,780

Source: City of Madras Budget

Projected Expenditures

Based on the recommendations provided in Chapter 6, this plan includes projected expenditures for high- and medium priority capital improvement projects. These include the following projects already included in the FY 17-18 budget:

Spray Park Addition to Sahalee Park

- Total Project Cost Estimate – \$500,000
- OPRD Grant Funds – \$250,000
- Donations from the Community – \$180,000
- Madras Redevelopment Commission – \$30,000
- City Park Improvement Funds – \$40,000
- Estimated completion date – Summer 2019

Crescent Park Playground

- Total Project cost \$44,200
- OPRD Grant Funds \$26,000
- Donations from the Community \$18,200
- Estimated completion date – Spring 2019

Park Improvements

To simplify capital planning for Park Improvements, this plan presents High (1-5 year) and Medium (6-12 year) project priorities. Given the City’s track record of successfully leveraging city funding against other public, private, and philanthropic sources, these projects will likely need to be reevaluated and reprioritized on an annual basis. The primary purpose of presenting these budget projections is to compare existing revenue with likely

Table 7-4: P1 Parkland Improvements (FY17-18 through FY22-23)

Program Element	Quantity Unit	Cost/Unit	Projected Cost
New Parks			\$ 1,800,000
<i>Hoffman</i>			<i>\$ 1,800,000</i>
Improve Hoffman Park	6 Per Acre	\$ 300,000	\$ 1,800,000
Existing Parks			\$ 116,900
<i>Dog Stations</i>			<i>\$ 4,400</i>
Add doggie stations	11 Each	\$ 400	\$ 4,400
<i>Improve signage system wide</i>			<i>\$ 112,500</i>
Add sign kiosks to select parks	2 Each	\$ 5,000	\$ 10,000
Update park signs in all parks	11 Each	\$ 1,000	\$ 11,000
Add trail and wayfinding signage	3 Each	\$ 500	\$ 1,500
Improve restrooms	1 Each	\$ 90,000	\$ 90,000
Trailheads			\$ 24,250
<i>PW Trailhead</i>			<i>\$ 24,250</i>
Gravel parking area (5 spaces)	1750 Sq.Ft.	\$ 5	\$ 8,750
Sign kiosk	1 Each	\$ 5,000	\$ 5,000
Picnic table	1 Each	\$ 1,500	\$ 1,500
Lighting	2 Each	\$ 4,500	\$ 9,000
SUBTOTAL			\$ 1,941,150
<i>Add 15% Contingency</i>			<i>\$ 291,173</i>
<i>Add 2% Fees</i>			<i>\$ 38,823</i>
TOTAL			\$ 2,271,146

Source: IPRE High Priority Project Estimates

expenditures. The City will utilize these projections to evaluate policy options, where needed, to achieve the City’s park system goals.

Tables 7.4 and 7.5 forecast roughly \$5.8 million in park improvements (in 2019 dollars) over the next 12-years. These improvements are needed to address currently underserved neighborhoods, address safety concerns within existing parks, and

ensure that the Madras park system keeps pace with population growth over time. Refer to Appendix A for additional park-specific budget forecasts for Sahalee, Bean, and the Dog Park.

Looking at the Capital Improvement Fund over the past five years, average revenue from SDCs has been just over \$13,000 per year. Assuming this rate holds steady over the next 12-years,

Table 7-5: P2 Parkland Improvements (FY23-24 through FY28-29)

Program Element	Quantity Unit	Cost/Unit	Projected Cost
New Parks			\$ 680,146
<i>Sunnyside</i>			<i>\$ 114,000</i>
Improve Sunnyside Park	0.57 Per Acre	\$ 205,000	\$ 114,000
<i>Area B Neighborhood-Park</i>			<i>\$ 410,000</i>
Improve New Park in Area B	2 Per Acre	\$ 205,000	\$ 410,000
<i>Dog Park</i>			<i>\$ 156,146</i>
Improve Dog Park	1 Each*	\$ 156,146	\$ 156,146
Existing Parks			\$ 2,349,402
<i>Sahalee</i>			<i>\$ 1,319,253</i>
Update/Improve Sahalee Park	1 Each*	\$ 1,319,253	\$ 1,319,253
<i>Bean</i>			<i>\$ 1,005,449</i>
Update/Improve bean Park	1 Each*	\$ 1,005,449	\$ 1,005,449
<i>Community Garden</i>			<i>\$ 24,700</i>
Add irrigation	1 Each	\$ 5,000	\$ 5,000
Plant trees	8 Each	\$ 400	\$ 3,200
Add benches	3 Each	\$ 1,500	\$ 4,500
Add picnic tables	3 Each	\$ 1,500	\$ 4,500
Replace/expand perimeter fencing	250 Ln. Ft.	\$ 20	\$ 5,000
Expand garden area	500 Sq. Ft.	\$ 5	\$ 2,500
Trailheads			\$ 48,500
<i>J Street Trailhead</i>			<i>\$ 24,250</i>
Gravel parking area (5 spaces)	1750 Sq.Ft.	\$ 5	\$ 8,750
Sign kiosk	1 Each	\$ 5,000	\$ 5,000
Picnic table	1 Each	\$ 1,500	\$ 1,500
Lighting	2 Each	\$ 4,500	\$ 9,000
<i>Airport Trailhead</i>			<i>\$ 24,250</i>
Gravel parking area (5 spaces)	1750 Sq.Ft.	\$ 5	\$ 8,750
Sign kiosk	1 Each	\$ 5,000	\$ 5,000
Picnic table	1 Each	\$ 1,500	\$ 1,500
Lighting	2 Each	\$ 4,500	\$ 9,000
SUBTOTAL			\$ 3,078,048
<i>Add 15% Contingency</i>			<i>\$ 461,707</i>
<i>Add 2% Fees</i>			<i>\$ 61,561</i>
TOTAL			\$ 3,601,316

*Refer to budget detail in Appendix A

Source: IPRE Medium Priority Project Estimates

expected revenue would total only \$160,000 for capital projects. This is less than 3% of the projected improvement total. Table 7.6 shows the roughly \$5.7 million funding gap that the City will need to fill to complete these projects. While Madras has been successful at raising external funds to support park improvements, the revenue gap suggests that the City may need to consider additional funding tools moving forward.

Table 7-6: Budget Comparison

Budget Projection	Amount
12-year High and Medium Priority Improvement	\$5,872,462
12-year SDC Park Fund Revenue at Current 5-Year Annual Average	\$160,730
Capital Improvement Funding Gap	-\$5,711,732

Additional Funding Tools

The NRPA reports that in 2018 most park and recreation agencies generated operating revenues from multiple sources. Across all agencies surveyed, these sources include the following (percentages reflect average percentage distribution of operating expenditures):

- General Fund Tax Support (59%)
- Earned/Generated Revenue (25%)
- Dedicated Levies (8%)
- Other Dedicated Taxes (3%)
- Grants (2%)
- Sponsorships (1%)
- Other Sources (2%)

Importantly, smaller jurisdictions generally fund a higher percentage of their operating budgets through

general fund tax support. Even so, the second largest source of funds for most park agencies is earned/generated revenues.

This section presents potential funding tools available to the City for park system improvements and maintenance. This information was gathered through a case study review of other cities' Park Master Plans within the State of Oregon – such as

Dallas, Phoenix and Sweet Home – as well as professional knowledge of parks planning and internet research. City of Madras staff together with the Urban Forestry Commission and City Council will need to work together to develop the

most appropriate funding strategy for the community's park system given the current fiscal environment and other influencing community factors.

General Fund

The general fund accounts for all city financial resources that are not specifically tied to another fund. Resources come from a wide variety of revenue streams and support essentially all of the local government's essential functions, including policy and legislation, public safety, code enforcement, economic development, city officials, and so on. Use of the general fund may not be the most appropriate revenue structure because the general fund has competing priorities with essential City services. Alternatively, the City may want to consider dedicated funding tools that

would allow the park system to be more self-sustaining. The general fund may potentially be used to offset administrative, liability, or fleet operation expenditures of the park systems rather than capital improvement projects or park systems maintenance. Currently, Madras park operations are primarily funded through the General Fund.

fee to pay for new parks, park improvements or maintenance. Another 20% of respondents indicated that their support would depend on the specifics which were proposed. Respondents who answered ‘yes’ or ‘it depends’ were also asked how much they would be willing to pay. Sixty-nine percent of respondents indicated that they would be willing to pay between \$1 and \$6 per month for park services and maintenance.

Utility Fees

Utility fees, or park maintenance fees, are a popular funding tool used to generate stable revenue streams for parks maintenance. A standard utility fee is added to each residence’s utility bill and collected by the City monthly. Utility fees allow local governments to collect a continuous revenue stream throughout the year and can fund a wide variety of functional tasks and aspects of the park system.

Parks utility fees are used by local governments across the State of Oregon. Cities such as Medford, Talent, and West Linn have successfully implemented Parks Utility Fees for the operation and maintenance of parks, facilities, beautification and right-of-way areas. Parks Utility Fees for these three cities range from \$2.80 in the City of Talent to \$9.20 in the City of West Linn.

When surveyed, 71% of Madras residents were supportive of a monthly

Table 7-7: Park Utility Fee Revenue Potential

Monthly Fee (\$)	2018 Revenue Potential		Estimated 2035 Revenue Potential*	
	Monthly	Annual	Monthly	Annual
\$1	\$2,647	\$31,764	\$3,468	\$41,611
\$2	\$5,294	\$63,528	\$6,935	\$83,222
\$3	\$7,941	\$95,292	\$10,403	\$124,833
\$4	\$10,588	\$127,056	\$13,870	\$166,443
\$5	\$13,235	\$158,820	\$17,338	\$208,054
\$6	\$15,882	\$190,584	\$20,805	\$249,665

Presents the estimate revenue generation, based on the number of housing units in Madras in 2017 (US Census Bureau estimates)

* Based on an assumed 31% increase in households (Madras' population is expected to grow 31% by 2035)

Implementation of parks utility fee allows local governments to continually invest in parks, making it possible for these assets to be used by residents. The parks utility fee can be increased to stabilize the on-going maintenance needs which represent a large long-term cost to the City. This would relieve the park system’s reliance on revenue from the City’s General Fund.

Based on the population (and projected population growth) of Madras, the City should consider either a \$2-5 monthly utility fee or the formation of a park and recreation district. More on the formation of a park and recreation district is described in the following section.

Local Improvement District or Parks and Recreation District

Forming a local improvement district or parks and recreation district are common funding tools for park systems. Both types of designated districts establish a tax on real property within a specified area to offset all or part of the costs of a public revitalization or development initiative. This provides a long-term and stable revenue stream to be used for either maintenance or capital improvements to local parks.

Parks and recreation districts establish a set (fixed) rate or percentage-based tax to support the park system. In a local improvement district, rates can be apportioned according to the estimated benefit that will accrue for each property. Bonds are then sold for the amount of the improvement or special project.

These tools present an opportunity for local residents to invest in their neighborhoods and support projects and initiatives they have identified as a priority. Funding is generated from a tax levy on real property within a specified area. In turn, these funds directly benefit the designated area and the local residents therein.

A parks and recreation district requires a majority vote from property owners or electors within the proposed district area and therefore should only be used if the community has expressed strong support for their park system. Once established, all or partial control of a parks and recreation district is given to

a local organization or board. This loss of management could be considered a benefit or drawback for a local government depending on local political and economic climate. If a majority of control is transferred to a local organization or board, forming a park and recreation foundation for fundraising and financial management should be considered.

Madras is currently served by the Madras Aquatic Center Recreation District. The district's current focus is exclusively on the Aquatic Center. Madras should consider adding a separate park district or developing a consolidated park and recreation district that includes the Aquatic Center moving forward.

Tax Levy

A tax levy is a common tool for continued maintenance and land acquisition for a park system. This tool can stem from a variety of local taxes or license fees. Tax levies commonly support a local government's general fund unless a parks and recreation district is in place, in which case levies can be collected by the district. A tax levy can be used for long-term system-wide improvements or short-term targeted improvements (i.e. special projects fund) and provide a dedicated and permanent source of funding. However, it is important to assess whether or not there is adequate community support for the goals and actions laid out in the Parks Master Plan prior to initiating this tool.

Public, Organizational or Government Grants

Grants provide a source of revenue not otherwise accessible within a local community. This funding source can be used for either large or small-scale projects. Madras successfully competes for Oregon Park and Recreation Department Grants on a regular basis.

This funding tool is best used for projects that have a set goal(s) or tangible improvement. Grant contributions should not be considered a primary funding tool for a self-sustaining park system, but rather to supplement occasional special projects.

Grants can be highly competitive and often require matching contributions. When applying for grants it is important to do substantial outreach and research to ensure the proposed project or initiative adheres to the criteria set forth in the grant. In recent years the number of transportation related grants, especially for pedestrian and bicycle infrastructure, has increased substantially. Other park related projects or initiatives well-suited for grants include trails and greenways, natural resource conservation and water quality, public safety, and tree planting.

Donations, Contributions and Volunteer Support

Donations of labor, cash, land, or park infrastructure (such as benches, trees, or playground equipment) can be used for specific projects. Examples of

donations from community members for capital improvement projects could include an annual tree planting day sponsored by a local organization, property donation to the City, a fundraiser drive, or “legacy planning” through individual estates. This funding tool is well suited for capital improvements projects because it provides a tangible enhancement or “finished product” to the local park system to which donors or participants can feel connected.

Volunteers may provide direct and indirect support to the park system. For example, a neighborhood association that agrees to provide mowing or litter removal for a local park directly saves on paid maintenance tasks. Volunteer safety patrols may indirectly reduce facility damage and vandalism, protecting City assets. Volunteer hours and cash and in-kind donations can also be used to achieve matching requirements for grant funding.

In addition to offsetting park expenditures, donations and contributions provide a platform for the local community to engage with and take pride in their park system. The drawbacks of donations and contributions include considerable time and effort needed by City staff to organize and promote opportunities and participation is often unpredictable and irregular.

The Bean Foundation, which places a primary focus on creating recreation, education and cultural opportunities for children, families and young adults in Jefferson County, illustrates the role land dedications have played in shaping the Madras park system. Since its

establishment in 1981, the Bean Foundation has donated several large parcels of land for community uses including Juniper Hills Park, Bean Park and the Madras Aquatic Center. Continued partnership with Bean and other local donors and volunteers can play an important role in the growth of the Madras park system.

Park Dedication in Lieu of Fees

Under Section 7 of Ordinance 748 (SDC Ordinance) Madras provides “Credits for Development” of qualified public improvements, including parks. In the event that these credits do not include dedication of park land in lieu of fees, the City may explore offering land developers the option of dedicating parkland to the parks system in lieu of system development charges. Public dedication offers guaranteed land for the parks system expansion in step with land development trends and also helps to relieve the pressure of new development on the parks system. This tool is best utilized when coupled with strong outreach efforts to land developers.

User Fees

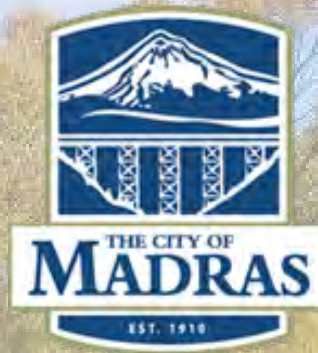
User fees may be collected from individuals for park system facility rentals. As the park system expands and new facilities are built, this reservation program could expand. Parking fees could potentially be expanded to special events. Although user fees will typically only make up a small amount of the total park system revenue, these fees could help offset

day-to-day maintenance costs. When considering renting city owned facilities it is important to have a fair fee structure applicable to all interested parties regardless of affiliation.

Land Trust and Easements

Land trusts and easements are often considered a win-win solution to set aside land for parks, natural areas, or rights of way. This is because these tools (1) are a voluntary action on the part of a local community member, business, advocacy group, or other organization and (2) offer tax incentives for the benefactor. Trusts can be acquired by the City or partnering organization through a donation, estate will, reduced priced sale, or exchange. Private property owners can acquire easements. Easements may be an especially attractive tool for accessibility projects and initiatives that aim to connect parks and natural areas throughout the city that may be separated by numerous public and private properties. Private property owners are able to allow full or limited access through their property without forfeiting other property rights.

The drawbacks of land trusts and easements are that these tools can take a considerable amount of time and effort from City staff. If land trusts are considered for the Madras park system, the City or Parks Commission may want to partner with a nearby conservancy group for advising or management assistance.



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MADRAS PARKS MASTER PLAN

MAY FINAL 2019

VOLUME II: PARK CONCEPTS

Special Thanks & Acknowledgements

The Institute for Policy Research and Engagement (IPRE) wishes to specifically thank the following individuals for their assistance with this project: Michele Quinn, Jeff Hurd, Rick Ronach, Nick Snead, and Gus Burrell from the City of Madras for their advice and assistance throughout the project. We also thank the Madras Urban Forestry Commission for their dedication to this project.

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About the Institute for Policy and Research Engagement

The Institute for Policy Research & Engagement (IPRE) is a research center affiliated with the School of Planning, Public Policy, and Management at the University of Oregon. It is an interdisciplinary organization that assists Oregon communities by providing planning and technical assistance to help solve local issues and improve the quality of life for Oregon residents. The role of IPRE is to link the skills, expertise, and innovation of higher education with the transportation, economic development, and environmental needs of communities and regions in the State of Oregon, thereby providing service to Oregon and learning opportunities to the students involved.

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Sahalee Park Concept Plan

Introduction

Sahalee Park is a four acre neighborhood park and is one of the most visited in the city, according to resident surveys. The park currently features a basketball court, play structures a covered pavilion, and picnic areas. Through community outreach efforts including workshops, interviews, and surveys, a number of improvements to increase recreational opportunities in and satisfaction with Sahalee Park have been identified. These improvements have been developed into goals and actions in the following section.

Accompanying these goals and actions are design concepts for Sahalee Park. The design concepts are not meant to serve as construction outlines, but rather reflect the public feedback received and serve as an example for how the desired park elements may be incorporated into a park design.

Goals & Actions

This section outlines the goals and actions for Sahalee Park. Goals are featured in bold, and the italicized type afterwards are the actions.



Sahalee Park

Source: Institute for Policy Research and Engagement

IMPROVE PARK ENTRY AND EMPHASIZE CONNECTION TO DOWNTOWN

- *Remove existing restroom and relocate.*
- *Install updated park signage. Use bilingual (English/Spanish) signage as necessary.*
- *Create new planting beds adjacent to entry walkway. Transplant existing plants or update with drought tolerant, low maintenance species.*
- *Add lighting similar to other path lights.*

COMPLETE THE HIGHLY SOUGHT AFTER SPLASH PAD AREA

- *Install splash pad with entryway (as designed)*
- *Use excavated soils to create a larger bermed area for seating around the east side of splash pad.*
- *Plant additional shade trees using native and drought tolerant species when possible.*
- *Install seating benches that are located in mostly shaded areas.*

DEVELOP A PLAYGROUND THAT PROMOTES SAHALEE'S IMAGE AS BEING A DESTINATION PARK FOR BOTH LOCALS AND VISITORS

- *Construct new restrooms with at least one water fountain.*
- *Install updated playground equipment that provides separated areas for different age-groups of children. Playground equipment should allow for creativity and diverse activity. Consider some playground equipment that include shade structures.*
- *Install rubberized surfacing around all playground equipment to limit seasonal maintenance.*
- *Construct planting beds with shade trees and low, drought tolerant understory shrubs. (All plantings should allow for open site lines)*
- *Install plenty of seating benches that are located in mostly shaded areas.*

RELOCATE WELL-USED BASKETBALL COURT

Option A - In Sahalee Park

- *Construct a new full-size basketball court.*
- *Add lighting as needed*
- *Add fencing as needed to keep balls out of other use areas.*

Option B - Offsite (See Sahalee Park - Additional Park Connection option)

- *Construct a new full-size basketball court along with other needed facilities*
- *Construct single hoop basketball area adjacent to playground in Sahalee Park*

COMPLETE PATH SYSTEM TO LEAD VISITORS THROUGHOUT THE PARK WHILE ADHERING TO THE GENERAL SPATIAL LAYOUT OF THE ORIGINAL DESIGN

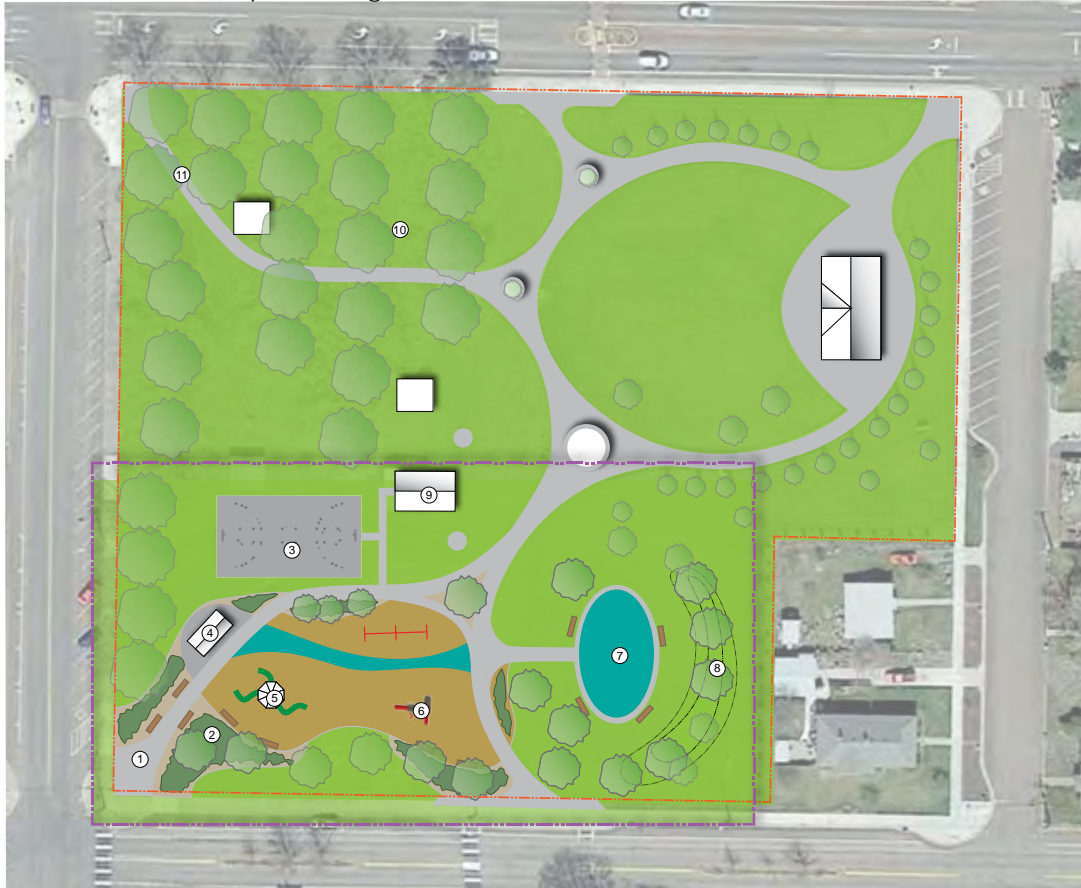
- *Construct concrete path system that connects existing pathways to the NW and SW corners of the park.*

RETAIN HISTORIC ELM GROVE

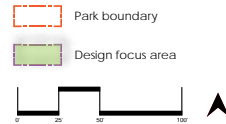
- *Retain openness of the historic elm grove to provide a shaded area for events.*
- *Develop a tree planting plan to update elms with more durable, lasting species while attempting to retain the linear form of the historic grove.*

Design Concepts

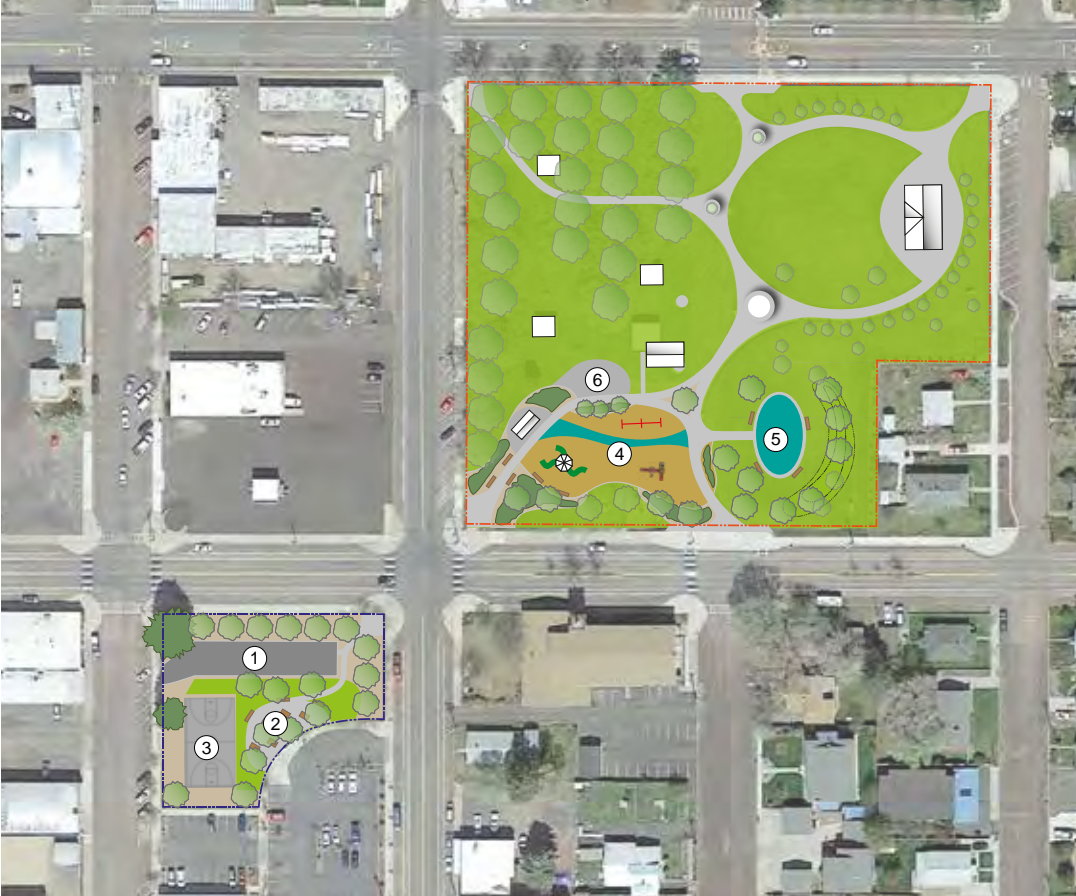
Sahalee Park Conceptual Design



- ① NEW PARK ENTRY
- ② PLANTING AREA
- ③ FULL SIZE BASKETBALL COURT (50' X 94')
- ④ UPDATED RESTROOMS
- ⑤ 5-12 YEAR OLD PLAYGROUND
- ⑥ 2-5 YEAR OLD PLAYGROUND AREA
- ⑦ SPRAY PARK
- ⑧ BERMED HILL
- ⑨ COVERED PICNIC PAVILION
- ⑩ HISTORIC ELM GROVE
- ⑪ COMPLETED PARK PATH
- BENCHES



Sahalee Park- Additional Park Connection Option



- ① FOOD CART AREA
- ② SEATING/EATING PLAZA
- ③ FULL SIZE BASKETBALL COURT (50' X 94')
- ④ PROPOSED PLAYGROUND AREA
- ⑤ SPRAY PARK
- ⑥ SINGLE BASKETBALL HOOP

SAHALEE PARK

OLD COURTHOUSE PROPERTY

0 50 100 200

Bean Park Concept Plan

Introduction

Bean Park is a two acre neighborhood park featuring a basketball court, volleyball court, play structure, and BBQ/picnic areas. Though 44% of residents visit Bean Park at least a few times a year according to survey results, 30% of residents report being dissatisfied or very dissatisfied with the park. Through community outreach efforts including workshops, interviews, and surveys, a number of improvements to increase recreational opportunities in and satisfaction with Bean Park have been identified. These improvements have been developed into goals and actions in the following section. Accompanying these goals and actions are design concepts for Bean Park. The design concepts are not meant to serve as construction outlines, but rather reflect the public feedback received and serve as an example for how the desired park elements may be incorporated into a park design.



Bean Park

Source: Institute for Policy Research and Engagement

Goals & Actions

This section outlines the goals and actions for Bean Park. Goals are featured in bold, and the italicized type afterwards are the actions.

IMPROVE PARK ENTRY EXPERIENCE

- *Relocate restroom to allow direct entry into the park.*
- *Define an aesthetic entry plaza with planting beds and seating benches.*
- *Install updated park signage. Use bilingual (English/Spanish) signage as necessary.*
- *Update existing parking lot with linear planting swale to buffer from B Street.*
- *Complete east-west sidewalk along B Street.*
- *Add lighting as needed to parking lot and entry plaza.*

IMPROVE CIRCULATION THROUGHOUT THE PARK

- *Add loop path to access all park amenities*
- *Relocate sports court*

DEVELOP AN UPDATED AND EXPANDED PLAYGROUND AREA

- *Install modernized playground equipment that provides separated areas for different age-groups of children. Playground equipment should allow for creativity and diverse activity. Consider nature play elements like boulders or log structures.*
- *Construct a picnic and seating plaza area adjacent to the playground equipment.*

PRESERVE THE FUNCTION OF BEAN PARK AS A FAMILY GATHERING SPACE

- *Retain large lawn areas and mature trees.*
- *Add an approximately 20' x 40' covered picnic pavilion to the lawn area near parking lot.*
- *Provide BBQ grills near the playground picnic plaza or new picnic pavilion*
- *Add a dispersed picnic area towards the NE corner of the park, along with new picnic tables in other shaded areas.*
- *Refurbish existing sand volleyball court.*

RETAIN AND ENHANCE THE NATURAL CHARACTER OF THE PARK

- *Maintain and enhance high desert plants on east side of the park.*
- *Add planting beds to entry plaza with native, drought tolerant species.*
- *Add linear planting bed between parking lot and B Street with native, drought tolerant species.*

Design Concept

Bean Park Conceptual Design



- ① REMODELED ENTRY
- ② IMPROVED RESTROOMS
- ③ NARROWED PARKING LOT WITH PLANTING STRIP
- ④ EXPANDED PLAYGROUND
- ⑤ SPORTS COURTS
- ⑥ SEATING PLAZA

- ⑦ DISPERSED PICNIC AREA
- ⑧ COVERED PICNIC PAVILION
- ⑨ EXISTING VOLLEYBALL COURT
- ⑩ PICNIC PLAZA
- BENCHES
- PICNIC TABLES

Park boundary
 Existing park area



Dog Park Concept Plan

Introduction

Currently, Madras does not have a designated dog park or dog park area. Through community outreach efforts, residents made their desire for a dog park in Madras clear. Given this feedback, necessary components for a dog park have been identified, as well as potential park locations. These components include signage, fencing, trees, landscaping, seating, lighting, and doggie stations, among others. A design concept for a dog park has been developed, though it is not meant to be constructed as drawn; rather, the design concept reflects the public feedback received and serves as an example for how the desired park elements may be incorporated into a park design.

It is important to note that the dog park locations identified have the potential to host a dog park, but require further analysis to determine the full opportunities and suitability of each location.

Potential Dog Park Locations

Public Works Open Space

Lot size: 3.52 acres

Other Info: Located on Willow Creek Trail.

Bean Park (adjacent privately owned property)

Lot size: 1.79 acres

Other Info: Bean Park is centrally located with existing park infrastructure.

Juniper Hills Park

Lot size: 69.88 acres

Other info: Juniper Hills Park is currently a popular park for sports activities and family gatherings.

Fish Pond (County property)

Lot size: 14.3 acres

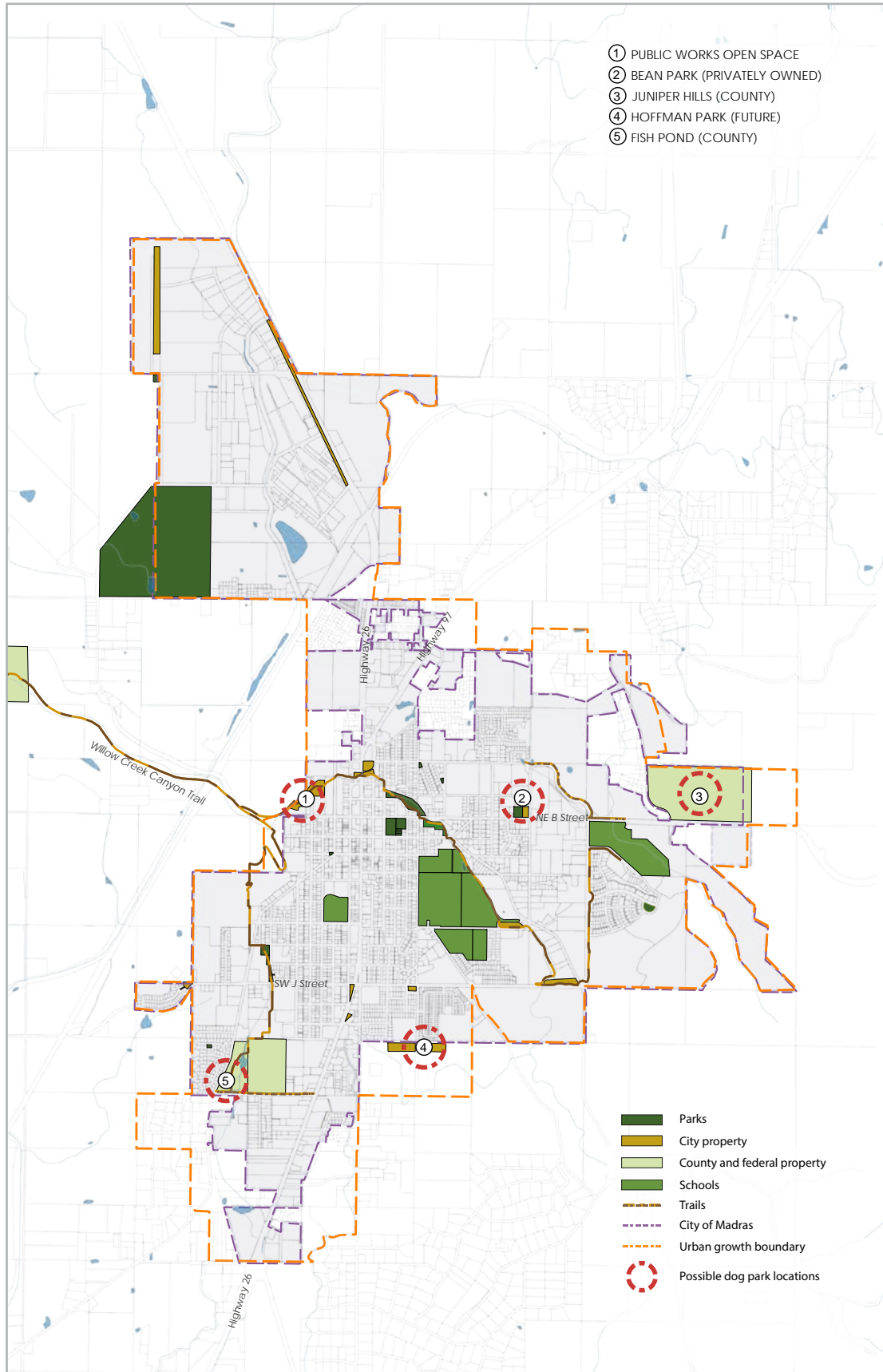
Other info: Currently owned by Jefferson County, this property is located on the Willow Creek Trail.

Hoffman Park (future)

Lot size: 6 acres

Other info: The Hoffman Park property is a top priority for development within the next 5 years. A conceptual design will be developed for this property over the next 12-24 months.

Potential Dog Park Locations



Design Concept

Dog Park Elements



Space - 1+ acres are needed for a large dog park. An additional 1/4 - 1/3 acre of park would accommodate a small dog area.

- ① **Fencing** - 5' tall coated chain link fence
- ② **Park Entrance** - Gated entry
- ③ **Walking Path** - 3' crushed gravel path to allow walking loop around park
- ④ **Surfacing** - Lawn or mixed lawn and bark mulch
- ⑤ **Amenities**
 - Signage
 - Pet station
 - Seating benches
 - Water
 - Lighting
- ⑥ **Parking** - Available parking for 8-10 vehicles

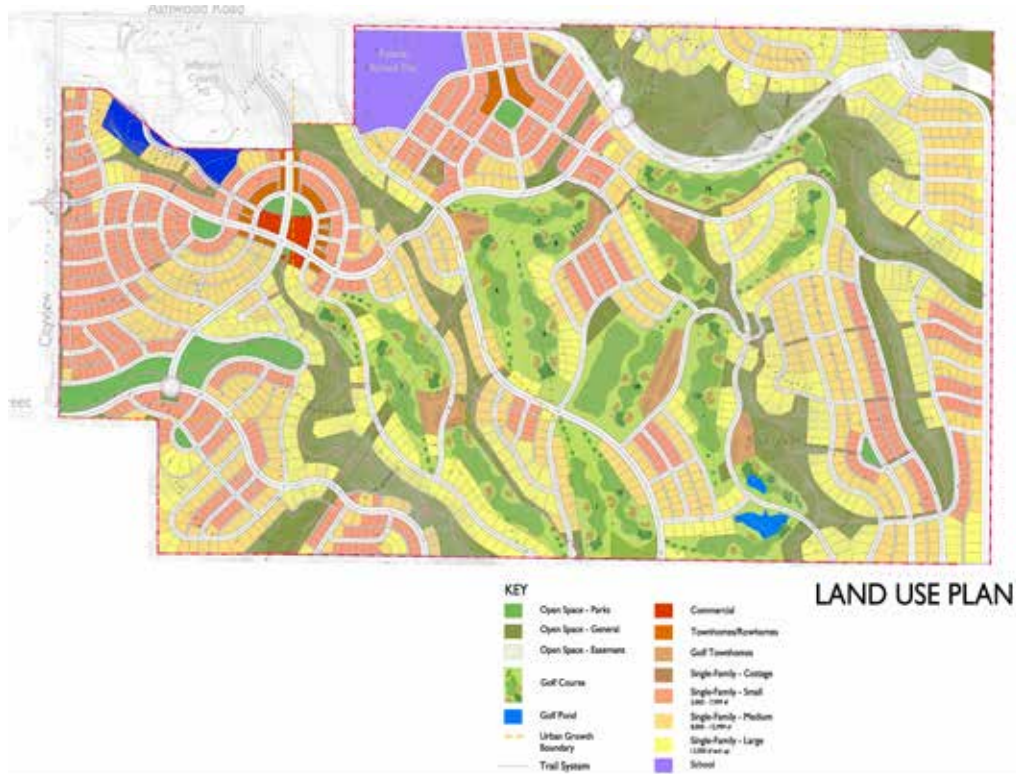
East Madras Open Space Concept Plan

Introduction

The City of Madras currently owns approximately 528 acres of land on the eastern edge of the city. The majority of the land is currently outside both the city limits and the urban growth boundary (UGB). The property is topographically varied with significant viewsheds to the Cascades. In 2006, the Yarrow Master Plan was completed to provide a future vision for residential development and open space within the property. This master plan proposed low density residential development throughout the property integrated with an 18-hole golf course. While residential

development is still anticipated on the property, the proposed golf course is no longer being considered. This change in plans necessitates a reconsideration of how to use the land previously earmarked for golf course development, and provides an opportunity for the City to consider other models of integrating open space preservation with residential developments.

In the 2018 parks master plan, IPRE is working with the City of Madras to update its vision for parks and trail planning within the East Madras Open



2006 Yarrow Master Plan

Space. In accordance with Goal 5 of the City’s comprehensive plan, this vision for East Madras looks “to conserve open space and protect natural areas” while also intending to “preserve the scenic vistas afforded by the Cascade Mountain Range”. The City is planning for both immediate recreational use of the property as well as longer-term residential development and trail connectivity to neighboring public lands. This plan addresses both short term use and long term trajectories for this property, as well as how this transition will occur. This plan is a living document that is based on current input from the City of Madras

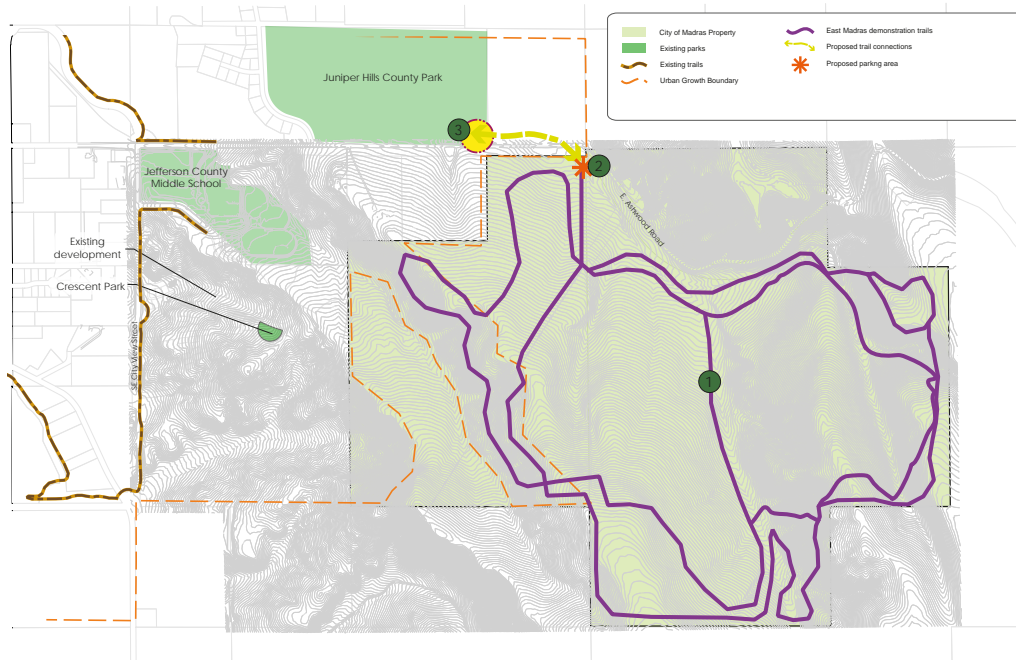
as well as local residents and invested groups. While many of the design guidelines in this document will continue to be relevant, the long-term goals should be consistently reviewed, and specific actions should be supported by the growing needs of the City along with ongoing community visioning and citizen participation.

The following goals and actions will assist in creating safe, vibrant, and forward looking recreational opportunities for Madras residents and visitors from throughout Oregon and beyond.

NOTE: Actions identified with an * are labeled on the corresponding map.

Phased Open Space Plan

Phase I - Utilize East Madras Open Space for trails centered recreation



Phase I Concept (Demonstration trail locations are approximations based on input from COTA)

Goal 1 - Provide immediate recreational opportunities for mountain biking, hiking and horseback riding

Actions

- 1. Demonstration trail***- The City of Madras is currently working with COTA (Central Oregon Trails Alliance) to develop a demonstration trail system within the 528 acres of property owned by the City of Madras. Together they will construct a system of more than 8 miles of trails throughout the East Madras property to allow mountain biking access, along with hiking and equestrian usage. These trails are being designed to utilize the spectacular views and varied natural landscape, while also considering the pathway and open space layout incorporated in the 2006 Yarrow Master Plan. These trails will not only provide immediate recreational opportunities for a growing population of trail users, but will also help create long-term open space corridors and develop connections to various nearby public lands. It is the understanding of both COTA and the City of Madras that much of this trail system may only exist temporarily and may be realigned or removed as residential development begins.



*Park Signage in Bend
Source: Institute for Policy Research and Engagement*

With this in mind, trail usage over the next 5-7 years should help inform future trail location and connectivity within the East Madras property, and will reflect the desired need for long-term system wide trail opportunities.

- 2. Parking area*** - In order to provide access to the newly developed trail system, an approximately 15,000 sq. ft. gravel parking area will be located on the south side of East Ashwood Road.

- 3. Connection to Juniper Hills*** - A less than ¼ mile multi-use trail will need to be constructed to connect the existing trails at Juniper Hills Park to the planned gravel parking area. This small connection will allow local trail users to access an impressive, growing system of trails.

**Actions labeled on map.*

Goal 2 - Protect private property from public access

Actions

- 4. Trail maintenance** - The majority of trail construction and maintenance will come through volunteer labor provided by COTA and other invested groups. Trails should be visible and well-maintained to avoid the desire to stray from the designated trail system.
- 5. Signage** - Informative signage should be provided at the main parking area regarding trail system regulations, maps and

maps and warnings about private property and trail hazards. In addition, visible signage at trail intersections and along routes will also be informative to users.

5. Fencing- Some portions of the demonstration trail system will be located very close to the property lines of adjacent

private land owners. As a last resort, post and wire fences could be constructed along some of these areas if needed. The visual impact of fencing should be taken into consideration as not to disrupt the natural vistas along trail routes.



Open Space Fencing in Bend

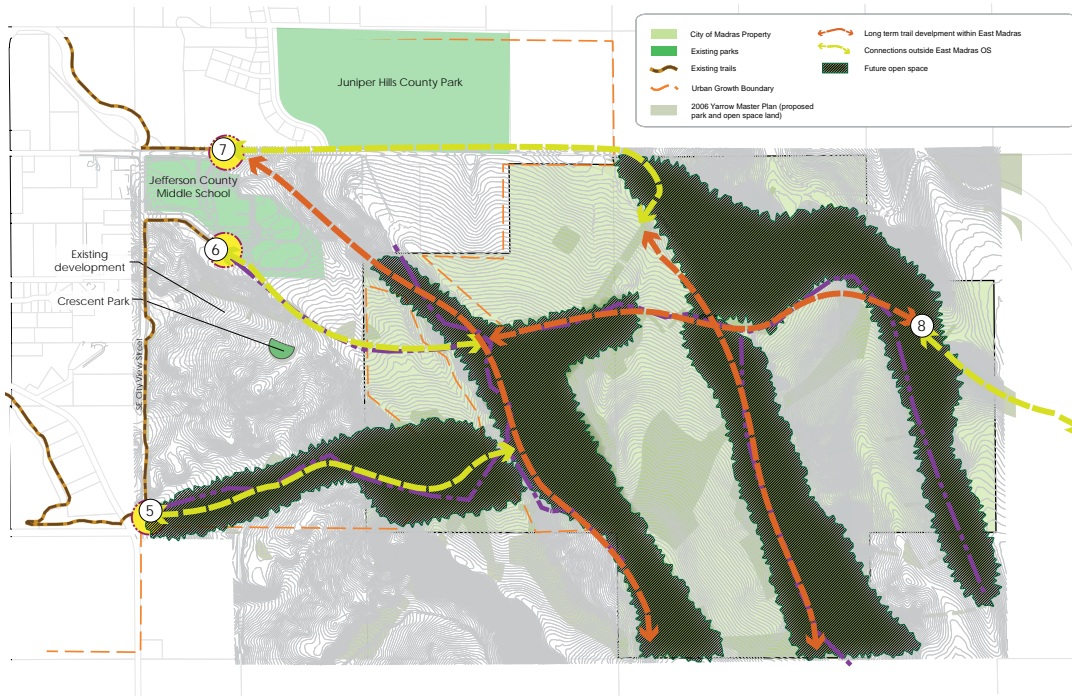
Source: Institute for Policy Research and Engagement



Fencing with Signage in Bend

Source: Institute for Policy Research and Engagement

Phase II - Build a long-term framework for trails, parks, and open space



Phase II Concept

Goal 1 - Develop a hierarchy of trails that provide connectivity to and within the East Madras Open Space and will accommodate a diversity of users with different needs and abilities

East Madras Open Space has incredible potential for trail development. Much of this potential trail system is illustrated in the 2006 Yarrow master plan, but the information provided here will have a more focused look at design guidelines and recommendations specific to trail and park development. As the number of trail users increases and development begins to occur in the East Madras area, a more permanent system of trails should be established. Portions of the demonstration trail system from phase I may continue to be utilized as mountain biking and hiking corridors, while other trails may be widened and paved or even removed if needed. From multi-use hard surfaced trails to single track mountain biking trails, the trail system can provide connectivity within the East Madras area and may also be a backbone for open space corridors linking existing Madras trails to the vast array of neighboring public lands, including Crooked River National Grassland.

Four basic goals (from Trail Design Guidelines for Portland’s Park System) should be considered when planning and designing trails: safety, connectivity, context (response to location), and diversity of users.

Actions

1. Multi-use trails - Multi-use trails should act as a backbone for the trail system throughout the East Madras area. Similar

to the Willow Creek Trail, new shared walking and biking trails should be paved with asphalt or concrete and will generally be fully accessible. These trails are often developed to connect parks and natural areas as part of the regional trail system. These multimodal, multi-use paths (MUPs) have width, slope, cross-slope, and curve radii to enable two-way pedestrian and bicycle travel at various speeds.

2. Mountain Biking - Mountain biking trails, developed in phase I, can continue to be constructed and maintained as development occurs in the East Madras area. These narrow, sometimes steep and curving trails will typically be located within wide open space corridors and areas unfit for development do to topography or other natural features. Constructed of soil and often strengthened with gravel, they may be designed as either one-way single track or wider two-way routes. Steepness may require higher physical exertion and obstacles such as rocks and roots may increase the diversity of trail experience. Narrow width and sharp turns may be required in steep, irregular topography and increase trail difficulty.

3. Hiking - Hiking trails can be highly variable from narrow, sometimes steep and curving trails of soil and rock to 4’ or wider trails with a stable surface designed to be accessible. Like mountain biking trails, hiking trails will typically be located within areas designated for

conservation or open space and areas unfit for development do to topography or other natural features.

- 4. **Equestrian** - Equestrian trails serve horseback riders. Horses prefer soil surfaces and require wider and higher clear areas than people on foot or wheels. There are some sites or regional trails in which a separate equestrian only route could be developed.

Goal 2 - Develop connections to existing locations on the Willow Creek Trail System

Actions

- 5. Connect to roundabout at SE City View St. and SE J Street*
- 6. Connect to existing trail on SE Kemper Way*
- 7. Connect existing trail on NE B Street, continuing through Juniper Hills Park and on to the proposed parking area*

Goal 3 - Develop multi-use trail connections from East Madras Open Space to surrounding federal lands

Actions

- 8. **Connect East Madras OS to Crooked River National Grassland***- These future trails will likely be located on property that is privately owned. Long term goals and potential easements will have to be addressed with the specific land owners.
- 9. **Partner with Jefferson County, COTA, USFS, BLM, and other relevant landowners to develop trail connections to Lake Stimpert and other federal lands around Madras.**

This action encourages local, state, and federal partnerships that leverage multi-use trail connections to federal lands surrounding Madras.

Goal 4 - Designate trail corridors, open space areas that are informed by the natural landscape and reflect the needs of a growing development

The 2006 Yarrow master plan designated approximately 123 acres of land to open space and 150 acres of land to golf course. Of this, about 105 acres of open space and 138 acres of golf course are specified within the city owned property. With the decision to reevaluate the development of a golf course, there will be opportunities to expand trail corridors and open space, and plan for additional neighborhood parks. We propose retaining as open space both the 105 acres of open space and 138 acres of golf course specified in the previous plan. This plan would allow for the same number of residential units specified in the Yarrow development.

Actions

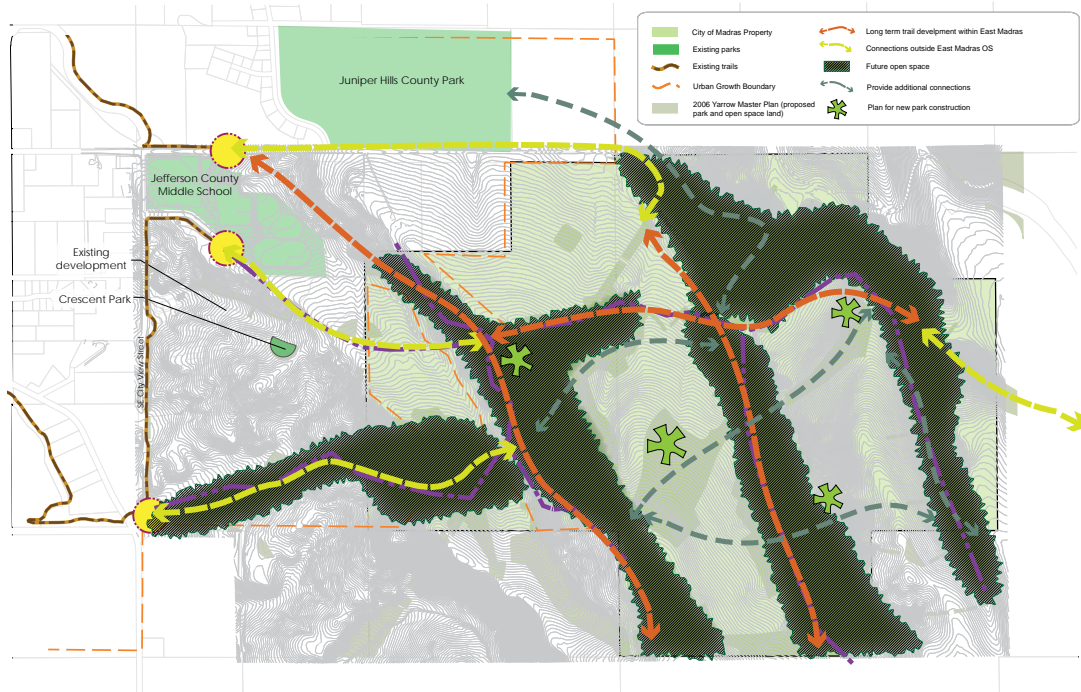
- 10. **Trail corridors** - In some instances, areas that were specified for golf course should be used to expand open space corridors. These open space corridors will help to maintain natural buffers adjacent to new trails. Buffers provide multiple benefits to trail systems. Some of these benefits include: protection of privacy, security of properties adjacent to trails, creation of wildlife corridors, in addition to aesthetic beauty that has the potential to increase the quality of life for local residents.

corridors, in addition to aesthetic beauty that has the potential to increase the quality of life for local residents.

11. Open space - A framework of open space will enrich East Madras' character, define neighborhoods and provide connections within East Madras, as well as link regional open space and trail systems. Open space planning should allow for passive recreational opportunities for a variety of ability levels while also acting to

to protect and conserve the representative native landscape and unique natural features. With 138 acres of land previously specified for a golf course, opportunities are available to preserve additional representative landscape types, promote environmental awareness, enhance the environmental quality of the community, and add more diverse recreational opportunities for the community.

Phase III - Creating livability and active recreation



Phase III Concept

Goal 1 - Develop neighborhood level trail connections within East Madras

Actions

1. Multi-use, accessible trails -

Develop secondary connections within East Madras. Nodes within the East Madras area may incorporate neighborhood or community parks and open space, schools, or other locations where new development will necessitate strong multi-use connectivity.



Goal 2 - Develop an equitable system of neighborhood parks in the East Madras (Yarrow) development

Park development should accommodate a level of service that fulfills the needs of future residential development. Park amenities, facilities, size and location should satisfy needs based on population size, travel distance to parks, accessibility, and consideration of overall recreational needs for the City of Madras over the next 20+ years.

Actions

2. Mini-parks -

are small neighborhood parks typically less than 2 acres in size, which provide amenities such as playgrounds, picnic areas, and walking paths for immediate park neighbors (see Parks Inventory Chapter for more detailed park type descriptions). Recommendations for the city of Madras have specified a ¼ mile service area for mini parks. The 528-acre East Madras area would have space to accommodate several mini-parks and should be planned to fully serve all residents with sufficient open space. Mini parks should be cited to assure that all residences not served by a larger neighborhood or community park have a mini-park within ¼ mile of them.

3. Neighborhood parks -

are moderately sized (typically between 5 and 10 acres) and in addition to the amenities provided by mini-parks may also provide additional recreation opportunities such as sports courts, ball fields, picnic pavilions, and splash pads. These parks typically serve their entire neighborhood, or about ½ mile radius. Depending upon the number of mini and community parks specified, the East Madras area would require between 1 and 3 neighborhood parks to be adequately served.

4. Community parks - may be as large as 100 acres and may draw residents from across the entire community. These parks may provide larger facilities such as trail systems, community centers, and sports complexes, and have significant infrastructure such as off-street parking and restrooms. There is sufficient space to accommodate a community park within the East Madras area. While adequate service could be achieved through neighborhood and mini-parks, the potential suitability for a community park should be considered as residential development is planned. Notably, Juniper Hills, a county-owned community park, is located adjacent to East Madras. If another community is planned for this area, it should be situated to complement rather than duplicate both areas of service and amenities provided. Juniper Hills is a highly developed park featuring a large sports complex and disc golf course; a more natural park emphasizing trail systems natural areas could be an appropriate complement to the amenities offered at Juniper Hills. It should be noted that while siting a community park within the East Madras area would technically result in sufficient service for the majority of the parcel, it is likely still desirable to provide dispersed mini and neighborhood parks that are accessible and walkable to residents who are not within walking or biking distance of this larger park.

Partnerships & Stakeholders

COTA
Bean Foundation
Marrow Development
Jefferson County
Federal Land Agencies (e.g. BLM, USFS)

Uses for recycled effluent water

The 2006 Yarrow Master Plan proposed 150 acres of land for a golf course. Irrigation for the golf course was to come from recycled water being held in an existing 88 million gallon storage pond SE of the planned development. With the current plans to rethink the use of this land for other recreational purposes, an alternative use for this water is needed.

In 2017, The City of Madras updated their [Wastewater Master Plan](#). From this document, the primary recommended use of recycled effluent from the SE pond is for irrigation of farmland if the golf course is not developed. The document proposes irrigating 125 acres of farmland within the East Madras OS to accommodate this surplus water. This option could be implemented alongside the development of the proposed demonstration trail system. Additional uses for recycled effluent could include surface release of the water into the Willow Creek or Deschutes drainage or potential creation of a constructed wetland. As discussed in the wastewater plan, these options could be costly and potentially not feasible as it pertains to Willow Creek due to the limited seasonal flows.

Notably, the City of Prineville recently completed a large-scale constructed wetlands project for year-round discharge of effluent. This option should be further investigated. More information about the project can be found here:

<https://www.cityofprineville.com/wetlands>

Trail and open space design resources

Trail Design Guidelines for Portland's Park System:

<https://www.portlandoregon.gov/parks/38306?a=250105>

Madras Parks Master Plan – Volume III



May 2019

Volume III - Appendices

Prepared for:

City of Madras

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Prepared by:

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UNIVERSITY OF OREGON

Special Thanks & Acknowledgements

The Institute for Policy Research and Engagement (IPRE) wishes to specifically thank the following individuals for their assistance with this project: Michele Quinn, Jeff Hurd, Rick Ronach, Nick Snead, and Gus Burril from the City of Madras for their advice and assistance throughout the project. We also thank the Madras Public Works and Parks Committee and the Urban Forestry Commission for their dedication to this project.

Madras Urban Forestry Commission

- Gary Walker (City Council)
- William Donaghu
- John Arena
- Rebekah Burchell
- Guy Chittenden
- Louise Muir
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Latino Community Association of Central Oregon

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About the Institute for Policy Research and Engagement

The Institute for Policy Research & Engagement (IPRE) is a research center affiliated with the School of Planning, Public Policy, and Management at the University of Oregon. It is an interdisciplinary organization that assists Oregon communities by

providing planning and technical assistance to help solve local issues and improve the quality of life for Oregon residents. The role of IPRE is to link the skills, expertise, and innovation of higher education with the transportation, economic development, and environmental needs of communities and regions in the State of Oregon, thereby providing service to Oregon and learning opportunities to the students involved.

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APPENDIX C – COMMUNITY INPUT

This appendix describes the process for gathering input that informed the Madras Parks Master Plan and documents the findings from the various public comments we received.

Public Workshops

July 4th Workshop: July 4, 2018

Over the summer Institute for Policy Research & Engagement (IPRE) staff attended Madras’ 4th of July Celebration in order to gather community input on the City’s park system including desired facilities, improvements to Bean and Sahalee parks, and input on future development of the East Madras Recreation and Open Space Area (Yarrow). Staff collected input in a variety of forms including dot posters, a park system map, park specific maps, worksheets and links to the online community survey.

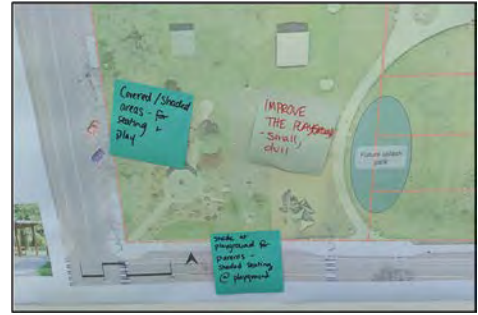
Dot Poster Results

Site Elements	Dots Placed	Site Elements	Dots Placed
Splash/spray play areas	36	Green space and natural areas	4
Dog areas	25	Places for artistic expression	4
Climbing walls	13	Botanical gardens	4
Horseshoe pits	10	Playground equipment	4
River access	9	Paved trails	2
Restrooms	8	Picnic areas	2
Skate parks	8	Shelters and covered areas	2
Public art	7	Community gardens	2
Covered play areas	7	Performance spaces	2
Disc golf	7	Basketball courts	2
Unpaved trails	6	Sand volleyball courts	2
Fitness station	6	Interpretive signs	1
Outdoor cooking facilities	5	Informational signs	1
Nature play playgrounds	5	Soccer fields	1
Bmx parks	5	Tennis courts	1

Sticky Note Responses

How would you envision a future Bean park?

- A trail for access from A street
- "Keep it the way it is! Natural area is nice as is"
- "nice for groups, sometimes is empty and doesn't feel safe when alone"
- "Kind of quiet. Not much to do, no need to go there"
- "More sidewalks and crosswalks on B street to make it easier to access"
- "Doesn't need to be grass on the new part"
- "pickle Ball courts
- Dog park (5 people commented this)
- Hiking trails
- Group picnic shelter w/ kitchen amenities
- More connecting sidewalks
- Handicap accessible



Sahalee Park post-it comments

How to make Sahalee park the greatest community park?

- Covered and shaded areas for seating and play (X2)
- Improve the playground (small and dull)
- Pavilion area gets hot in the evenings (add trees or make it not west facing)
- Purchase property for future generations

I would like the parks to have more (pick up to 3)

Item	Count	Item	Count
Splash/spray play areas	22	Fitness Stations	3
Climbing features	11	Shelters and covered areas	3
Unpaved trails	9	Golf course	3
BMX parks	6	Disc golf	2
Performance spaces	6	Equestrian trails	2
Skate parks	5	Mountain bike trails	2
Paved trails	5	Community gardens	2
Playground equipment	4	Natural areas	2
Nature play playgrounds	4	Informatinal signs	2
Sand volleyball courts	4	Baseball and softball fields	1
Picnic Areas	4	Football fields	1
Public art	4	Basketball courts	1
Restrooms	4		

Mini Surveys

17 surveys returned

How often do you visit Blue Heron Park?

- Daily
- Weekly in Fall and spring less in summer due to lack of shade and water access.
- First time, but I love it will bring kids more often.
- 1x a month
- most days community garden member
- when blackberries are ripe
- 4x a week
- 4-5 times a year
- This is my second visit. I will be back
- 2x a week
- 2-3x a week
- 5x a week
- 3-4 times a year
- not often enough
- everyday for the garden
- 5x a week

What site amenities or types of recreation would you like to see at the park?

- Dog park, child changing station in the bathroom
- Water feature and dog park, improved picnic area w/ area to BBQ
- Water play area, bmx/skate area, dog area
- Splash pad
- Removable shade cover for bandshell, more seating with large shade trees, fitness stations, access to creek/salmon signage, goal nets for soccer, tennis racquetball, handball, more parking for events
- Water park, dog park, music in the park
- No recreation sports, keep the park a quiet oasis, water features, more benches, walking path around the perimeter
- Horseshoe park
- Water features, music in the park, community days, painting, ball games, music and food
- Just past the stage and community garden there is a large dry grass and gravel patch. This could be used for any # of things (peewee baseball field, tennis court, basketball court, handball walls, etc., Perhaps a 2nd pair of restroom at other end (north). 2nd path to creek needs stairs, debris removal (north)
- Horseshoe and water park for kids
- Water areas, climbing walls
- Live music
- Open up access to Bear Creek, spray/splash pad, fitness stations
- Dog area
- Dog park, water park, basketball court

- More areas for people to sit and children to play, areas for kids to explore and play

What do you enjoy most and what is working at Blue Heron Park?

- Playground and green space
- Playground, kids loved it
- Swings, bike path
- Community garden walking the greenway, viewing nature
- It's pretty, play structure, the shade areas
- It's quietness, keeping cement to a minimum
- Convenient
- The bike path, the play structure
- It is very quiet and serene. A basketball court may be a bit much, tennis or disk Frisbees, would be nice. I love the community garden combination. Very nice touch.
- The green grass
- The picnic area, the playground
- Everything
- Garden, picnic area
- I like the shelters. They are beautiful.
- The garden and playground
- Grass looks good!

Are there any current issues with vandalism, safety or other incidents?

- Unknown
- Small amounts of tagging on playground
- No
- Very little
- Transients use facilities and sleep has been vandalism in garden
- Not that I can see
- Unknown
- Needs lights at night
- Unknown
- Not that I can see. Some organic and waste on the path in the creek. Perhaps, a cleaner, clearer, marked path and a bench beside Bear Creek.
- Not that I know of.
- Transients that hang out behind the outdoor theater
- I wouldn't know?
- Not aware of any.
- Sometimes you see homeless people here in the shelter and then don't want to come sit with them!

Other comments

- Needs water and power access
- Great job! Thanks
- Need more parking
- Frequent police patrols??
- Thank you

- I might be available to volunteer this fall. I'm working fish hatcheries all summer staying in State Parks and U.S. Forest Service campgrounds on my way to Willamette – Michael Collins 541-292-6795
- Making it more family oriented where the kids and parents feel safe.
- The water fountain never works and bathroom is always locked
- This is a beautiful park. It is well thought out and is great!
- Have master plan – invite community members to join in and help or get involved

Flipchart Comments

Community/Volunteer engagement

- Survey residents about what skills they have – how they could volunteer and make a difference!

Park Comfort and Gathering Spaces

- More sitting areas – to have more people come sit and play and relax and engage with each other.
- Promenade – come and gather – a place to come in the evening and unwind!
- Large trees for shade in grassy area in front of stage
- More shady picnic areas (more trees)

New features

- Water features/water park (x3)
- Sandbox (x2)
- Hopscotch and Jump Rope area (x2)
- Soda machine, snack machine, or coffee house/café
- Gymnastic bars and beam (x2)
- Dog park
- Natural areas to enjoy the birds/wildlife (by the creek?)

Using the Stage

- Organized use of band shell – promotion of its use
- Music in the park – summer evenings

Parking

- More parking

Saturday Market: August 11, 2018

In August of 2018 IPRE set up a booth and collected community input related to the parks masterplan at the Madras Saturday Market. Engagement efforts at the Saturday Market were similar to those used at the Fourth of July Celebration and included dot posters, a park system maps, concept options for Bean and Sahalee parks, participant worksheets and links to the online community survey.

Bean Park

What amenities would improve Bean Park?

Item	Count	Item	Count
Playground equipment	4	Performance Spaces	2
Nature play playground	1	Community gardens	2
Covered play area	1	Horsehoe pits	1
Climbing feature	2	Sports courts	4
Picnic area	0	Signage	0
Shelter and covered area	1	Off-leash dog areas	7
Walking paths	2	Restrooms	3
Natural areas	0	Public art	1

Other Comments on Bean Park

- Lots of use for picnics, birthday parties
- Support for picnic shelter (need electricity, bbqs)
- Volley ball courts do get used
- Bathrooms . . .

Comments about dog park at Bean

- Water feature
- Separation for small and large dogs
- Shade

Sahalee Park

What amenities would improve Sahalee Park?

Item	Count	Item	Count
Playground equipment	1	Performance Spaces	3
Nature play playground	2	Community gardens	3
Covered play area	9	Horsehoe pits	0
Climbing feature	1	Sports courts	2
Picnic area	3	Signage	2
Shelter and covered area	1	Off-leash dog areas	0
Walking paths	1	Restrooms	5
Natural areas	4	Public art	6

Other Comments on Sahalee Park

- Play structure needs shade
- B-ball courts get a lot of use, especially in later summer/fall when things cool off
- Everyone loves the shade trees (Siberian Elms)
- Should be using the performance venue more

General Comments

- Some concerns about homeless camping, condition of bathrooms,
- Strong feelings from some that city should not be doing anything in the parks that would result in any increase in taxes. Multiple community members commented that this effort is just about raising taxes.
- Madras needs a performance venue like Sweet Home has – host large concerts/festivals to raise money for city improvements and drive customers to local businesses
- Dogwoods are a good shade tree option for parks (former Urban Forest Committee member)
- Need to find better ways to market parks in Madras as an amenity to tourists/travelers

Yarrow Focus Group: September 14, 2018

On September 14, 2018 IPRE and City of Madras staff held a joint focus group at the Madras Chamber of Commerce. Notes from the focus group are provided below.

Attendees:

- Brennan – COTA
- Josh – PT – Health & Wellness activity (low cost, year-round activity)
- Fannie – biking enthusiast, don't have to drive to Bend, high school program?
- Lucas – Urban Forestry Commission, struggle w/ hiring – increase livability with city
- Johnathan – biker
- Nick Snead – Community Development Director for City of Madras
 - Improve off-system trails
- Christine Meyer

Meeting of objectives

- Types of trails?
- Horses?
- Other open space uses? Other groups?
- Length of trails
- Amenities needed
- Relationship between the trail system and future homeowners in the area
- Parking – Juniper Hills
 - Maintenance

Pros

- The right dirt (more clay-like) for hiking and riding. Also, good lower elevation riding
- Influx of tourism

Nick

- Not hearing desire for trails b/c the community is not familiar with the land
- Think about other low-intensity uses for older residents
- Cost of bike trails and benefits to whole community out-weight benefits of golf course

Current Context/Vision

- Approved by City Council a demo trail system
- Trail system that migrates as growth happens
- Tracking ability (Strava), heat map –show that there is use
- Facebook group – Madras Trails
- Bike culture is evolving...people are excited about it but don't necessarily have experience/bikes
- Redmond and Bend have bike parks
 - Some folks who live in Redmond but work in Madras may use the system

TYPES OF TRAILS

- Multi-use trails
 - Case Study: Sisters Trail Alliance: created a system that includes horse trail
- Start with 'easy' trails that are a low barrier to access, family-friendly
 - Wide trails
- Equestrian Trails
 - Strong horse community – Great Butte, OET
 - Use Juniper Hills park

AMENITIES

- Viewpoints for hikers – benches
- Restrooms will be important b/c
- Trail heads: signage (COTA)

How can we utilize water resource?

- Water on the trails
- Pond
- Neighborhood Park (Soccer fields)
- Irrigating in Juniper Hills
- Park w/ flexible space – provide area for people to gather

Marrow Properties – contact George

- Interest in enhancing their Madras properties

Current relationships w/ Forest Service

- Grasslands – strong trail system, including horse trails
- Land Managers are most concerned about weeds

County Master Plan – to integrate federal lands

COTA – work with jurisdictional partners to do trail development/maintenance

- Service agreements with different entities
- Commit to certain trails
- Coverage for workers who are maintaining trails

Waiting for approval and plan to do first ‘test trail’ and that will show us a lot

- Prove implicit value from trail – both tourism and attracting workers

Identify in Parks Plan that Master Plan needs to be re-visited to make sure it aligns with Yarrow Open Space

Future Uses

- Bike race or running race, cross country school races
- More Parking when the area develops
- Connect bike trail thru power line easement

Temporary parking by Juniper Hills entry point

People driving thru town don’t know about park amenities

- Highway advertising
- Using TrailForks, Strava + word of mouth
- UR District owns 2 properties downtown - signage
- Keith Manufacturing – make some statue art

Latino Fest: September 15, 2018

In order to promote understanding and a sense of community through cross-cultural engagement and increase input from non-English speaking members of the Madras community IPRE staff held a booth the Latino Festival.

Survey Results

Q1: The worst thing(s) about parks in Madras:

- Restrooms (larger, cleaner) (19x)
- Other (14x)
- Homeless Population (7x)
- Dog Poop (6x)
- Additional play equipment needed (6x)
- Safety (6x)
- Lighting (5x)
- Lacking Drinking Fountains (4x)

Q2: What Madras really needs is:

- Additional Sports Courts + Play equipment (22x)
- BBQ, picnic and gathering areas (13x)
- Improved restrooms (8x)

- Other (8x)
- Drinking fountains (5x)
- Security (5x)
- dog park (3x)
- Shade (3x)

Q3: If I had \$100 to spend on Madras parks, I would spend it on:

- Other (12x)
- Drinking Fountains (11x)
- Additional Greenery (10x)
- Play equipment for all ages (9x)
- Seating (9x)
- Sports courts/Fields improvement (8x)
- BBQ (5x)
- Lights (3x)

Q4: Additional thoughts:

- Dog park (12x)
- Other (12x)
- Programing/Activities and Events (7x)
- Security for kids (7x)

Dot Posters

I wish Madras had more:

Item	Count	Item	Count
Water Play Area	30	Bathrooms	10
Soccer Fields	26	Nature Play area	9
BMX Park	21	Mountain Bike Trails	9
Covered Play Area	19	Tennis Court	7
Skate Park	19	Communty Garden	7
Sand Volleyball Courts	19	Basketball Court	6
Climbing Feature	17	Fitness Station	6
Public Art	17	Picnic Areas	5
Play structures	14	Natural Area	5
Dsc Golf Course	11	Baseball Field	4
Horse Trails	11	Golf Course	3
Dog Park	11	Paved trail	3
Event Space	11	Pavillion or Gazebo	2
Horseshoe Pit	10	BBQ Grills	2
Hiking Trails	10	Signage	1

Sahalee Park Design Comments

- Arbor Structure for peaceful community events (weddings)

- Proximity good for parents
- Better and more seating
- Give basketball court space
- Move play area away from the street
- Move court or playground to middle
- Bigger gate around playground with gate door

October Open House at Kids Club: October 16, 2018

On October 16, 2018 IPRE staff hosted an open house where design concepts for Bean and Sahalee Parks were presented to the community for feedback.

Elementary and Middle School Outreach:

As part of the outreach effort for this project IPRE staff created a ten question worksheet for students in the Madras School District to complete and return to their teacher. The worksheet focused on generating student input on the local park district including likes, dislikes, and desired additions to the Madras Parks System. Students ages 11 through 14 to completed the worksheet. The sections below outline input gathered from student worksheets.

Worksheet Results

Q1: Best thing about parks is:

Complete Results	Count	Definition
Fun place to play / be with friends	66	
Playground/Park Equipment **	61	
Natural space/open space	35	Being outside, in the fresh air, room to play, grass, trees
Fields/Courts*	26	
Other	23	
Freedom (to choose activity, relax)	11	"You can do what you want," hang out
Big	4	
TOTAL	226	

*Basketball received the most mentions in this category, followed by soccer.

** Mostly comments about swings. Slides are second most mentioned.

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Fun place to play / be with friends	16	Fun place to play / be with friends	34
Playground/Park Equipment	12	Playground/Park Equipment	20
Natural space/open space	6	Natural space/open space	12
Fields/Courts	4	Fields/Courts	9
Other	2	Other	8
Big	1	Freedom (to choose activity, relax)	5
Freedom (to choose activity, relax)	1	Big	1
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Natural space/open space	9	Playground/Park Equipment	12
Playground/Park Equipment	9	Natural space/open space	5
Other	6	Fun place to play / be with friends	4
Freedom (to choose activity, relax)	4	Other	4
Fields/Courts	3	Big	1
Big	1	Freedom (to choose activity, relax)	1
Fun place to play / be with friends	1	Fields/Courts	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q2: Worst thing about parks is:

Complete Results	Count	Definition
Other*	52	
Dirty/Gross	29	Litter, etc.
Too crowded **	28	Parks are too full, parks don't have enough room
Woodchips	26	
Missing equipment	24	
Getting hurt	21	Splinters from woodchips
Too hot/cold	18	Too much open space in direct sun
Strangers/Homeless People/Kidnapping	16	
Restrooms	13	Restrooms are gross, dirty. There are no restrooms
Not age appropriate equipment	12	Equipment is for little kid/babies
TOTAL	239	

* Three students mentioned parks having "no lights" as the worst thing

** Age 13 and 14 - more mentions of "little kids" as the worst thing about parks

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Woodchips	8	Dirty/Gross	14
Missing equipment	8	Other	14
Dirty/Gross	5	Strangers/Homeless People/Kidnapping	11
Restrooms	5	Too hot/cold	10
Other	4	Getting hurt	9
Too hot/cold	3	Woodchips	7
Getting hurt	3	Not age appropriate equipment	7
Too many people in small park	3	Missing equipment	7
Not age appropriate equipment	1	Too many people in small park	7
Strangers/Homeless People/Kidnapping	0	Restrooms	3
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Other	12	Too many people in small park	7
Missing equipment	7	Other	7
Too many people in small park	7	Getting hurt	4
Dirty/Gross	4	Woodchips	2
Getting hurt	4	Dirty/Gross	2
Not age appropriate equipment	3	Too hot/cold	2
Strangers/Homeless People/Kidnapping	3	Not age appropriate equipment	1
Woodchips	2	Missing equipment	1
Too hot/cold	2	Strangers/Homeless People/Kidnapping	1
Restrooms	2	Restrooms	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q3: My favorite park in Madras is:

Complete Results	Count
Sahalee	128
Juniper Hills	45
Bean	24
No Response	16
All Parks	8
Skate Park	5
Metolious	4
Other	4
Friendship Park	2
Jefferson	1
Madras Aquatic Center	1
TOTAL	239

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Sahalee	26	Sahalee	51
Juniper Hills	6	Juniper Hills	17
Bean	3	Bean	11
No Response	3	All Parks	3
Other	2	Metolious	3
All Parks	1	No Response	3
Metolious	1	Skate Park	3
Friendship Park	0	Friendship Park	1
Madras Aquatic Center	0	Madras Aquatic Center	1
Skate Park	0	Other	0
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Sahalee	23	Sahalee	13
Juniper Hills	12	No Response	7
Bean	3	Bean	4
No Response	3	Juniper Hills	2
All Parks	2	All Parks	1
Skate Park	2	Friendship Park	0
Friendship Park	1	Madras Aquatic Center	0
Madras Aquatic Center	0	Metolious	0
Metolious	0	Skate Park	0
Other	0	Other	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q4: My favorite thing to do at a park is:

Complete Results	Count
Play (games, with dog)	47
Play Sports	53
Play on the playground	71
Eat	6
Spend time with friends and family	42
Other	28
TOTAL	247

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Play on the playground	15	Play on the playground	26
Play (games, with my dog)	12	Hang with friend and family	21
Play sports	6	Play (games, with dog)	19
Time with family/friends	4	Play Sports	17
Other	4	Other	9
Eat	1	Eat	0
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Play sports	14	Play on the playground	6
Play on the playground	10	Play (games, with my dog)	5
Other	9	Time with family/friends	5
Play (games, with my dog)	6	Play sports	4
Hang with friends/family	5	Other	4
Eat	1	Eat	3
*Does not include incomplete worksheets or worksheets with no age provided			

Q5: I feel safe in parks when:

Complete Results	Count
Family/Adult Present	89
With friends/other kids	72
Safe Infrastructure	17
Uniformed Personnel	7
No creepy people there	16
No woodchips	4
During the day	3
Other	45
Alone	9
TOTAL	262

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Family/Adult Present	16	Family/Adult Present	39
Safe Infrastructure (handles well maintain	6	With friends/other kids	23
With friends/other kids	5	Other	21
Uniformed Personnel	5	Alone	6
No creepy people there	5	Safe Infrastructure (handles well maintain	5
Other	4	Uniformed Personnel	2
No woodchips	1	No creepy people there	1
During the day	1	No woodchips	1
Alone	0	During the day	1
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Family/Adult Present	18	With friends/other kids	22
With friends/other kids	11	Other	9
Other	8	Family/Adult Present	4
No creepy people there	5	No creepy people there	1
Safe Infrastructure (handles well maintain	2	No woodchips	1
Alone	2	Being alone	1
Uniformed Personnel	0	Safe infrastructure (handles, well-mainta	0
No woodchips	0	Uniformed Personnel (Park employees/p	0
During the day	0	During the day	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q6: My favorite piece of playground equipment is:

Complete Results	Count
Swings	90
Slide	62
Other	53
Courts/Fields	18
Money Bars	13
Toys	9
Tire Swing	8
All Equipment	6
TOTAL	259

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Slide	20	Swings	30
Swings	15	Slide	30
Toys	7	Other	20
Other	6	Moneky Bars	5
Courts/Fields	2	Courts/Fields	3
Tire Swing	2	All Equipment	3
All Equipment	2	Tire Swing	2
Moneky Bars	0	Toys	1
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Swings	19	Other	19
Moneky Bars	6	Swings	12
Courts/Fields	6	Tire Swing	3
Slide	4	Courts/Fields	2
Other	3	Slide	1
Tire Swing	0	Toys	1
All Equipment	0	Moneky Bars	0
Toys	0	All Equipment	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q7: My favorite park memory is:

Complete Results	Count
Risk Taking/ Free Play	58
Time with Friends	44
No Response	41
Family time	37
Other	29
Sports	19
"When I was little"	6
Community Building	4
Walking the Dog	3
TOTAL	241

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
No Response	10	Risk Taking/ Free Play	27
Family time	6	Time with Friends	19
Time with Friends	6	Family time	14
Risk Taking/ Free Play	6	No Response	12
Other	4	Sports	9
Sports	3	Other	5
Walking the Dog	2	Community Building	3
"When I was little"	2	Walking the Dog	1
Community Building	1	"When I was little"	1
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Risk Taking/ Free Play	16	Risk Taking / Free Play	8
Other	7	Other	7
Family time	6	Time with Friends	6
No Response	6	Family time	4
Time with Friends	6	No Response	1
Sports	3	"When I was little"	1
"When I was little"	2	Community Building	0
Community Building	0	Sports	0
Walking the Dog	0	Walking the Dog	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q8: My favorite way to get to nearby parks is:

Complete Results	Count
Walk	92
Drive	84
Bike	26
Other	18
No response	9
Skateboard	4
Scooter	1
TOTAL	234

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Drive	19	Drive	30
Walk	17	Walk	26
Bike	7	Other	12
No response	1	Bike	11
Other	1	No response	4
Scooter	0	Scooter	0
Skateboard	0	Skateboard	0
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Walk	19	Walk	14
Drive	13	Drive	9
Bike	5	Other	2
No response	4	Bike	1
Skateboard	4	No response	0
Scooter	1	Scooter	0
Other	0	Skateboard	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q9: I like to go to the park with:

Complete Results	Count
Friends	150
Family	70
Other	17
Alone	9
Dog	7
No Response	4
TOTAL	257

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Friends	27	Friends	58
Family	19	Family	20
Dog	3	Alone	6
Other	1	No Response	4
Alone	0	Other	4
No Response	0	Dog	3
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Friends	29	Friends	18
Family	9	Family	4
Other	5	Other	4
Alone	1	Alone	1
Dog	1	Dog	0
No Response	0	No Response	0
*Does not include incomplete worksheets or worksheets with no age provided			

Q10: Adults think the most important thing about parks is:

Results	Count
Kids are safe there	109
Fun	36
Other	27
No Response	21
Activity for Kids/Exercie	18
Family Time	17
Watch kids	6
Cleanliness	5
Community Space	3
TOTAL	242

Age 11 Results		Age 12 Results	
Item	Count	Item	Count
Kids are safe there	23	Kids are safe there	41
Fun	7	No Response	12
No Response	3	Other	11
Activity for Kids/Exercie	3	Fun	10
Cleanliness	2	Family Time	9
Family Time	2	Activity for Kids/Exercie	6
Other	1	Watch kids	3
Watch kids	0	Cleanliness	2
Community Space	0	Community Space	2
Age 13 Results		Age 14 Results	
Item	Count	Item	Count
Kids are safe there	17	Kids are safe there	12
Fun	10	Other	7
No Response	5	Fun	3
Activity for Kids/Exercie	5	Family Time	3
Watch kids	3	No Response	1
Family Time	2	Community Space	1
Other	2	Benches to watch kids	0
Cleanliness	1	Cleanliness	0
Community Space	0	Activity for Kids/Excercise	0
*Does not include incomplete worksheets or worksheets with no age provided			

Stakeholder Interviews

Brennan Morrow: Central Oregon Trail Alliance

- Focus of the interview was on trails in and around Madras. He indicated that he would like to see more mountain biking trails
- Brennan mentioned that he likes integration of parks with natural environment
- COTA has worked with large companies in the area to secure funding which could be invested in trails
 - In Crook County: received financing from Apple, Facebook etc. Companies and larger developers are dumping money into the community to create communities that are appealing so they can sell more homes in the area.
 - In Bend: REI and other outdoor corporations fund projects to get more people in the area outside.
 - COTA develops relationship with companies through meet and greet and then able to secure money when it is available. 20% of the time grant writing is involved.

George Neilson: Bean Foundation Representative

- Interviewee talked about Bean Foundations properties in Madras
 - Juniper Hills Park -101 acres, 30 developed has been used for the eclipse and Cycle Oregon
 - Sahalee Park

- The Bean Foundation is working on the potential to use 8 acres of land and the westside school - looks like the Kennedy school in Portland. Their goal is to develop the westside of the campus to have a library, community center, kids club, Jefferson county historical museum- leaving 3/4 of an acre of green space.
- There is a need for more greenspace in Madras in general, especially on the west side (also on east side). Also mentioned “Just because there aren’t a lot of parks on one side (East Side) doesn’t mean you don’t develop on the other side (West Side).”
- Low income areas are underserved
- Would like to see the parks district prioritize the development of westside school
- Parks are better maintained than they used to be

Greg Markwardt: MAC Aquatic District

- Likes parks with specific uses (fish pond, skate park, Frisbee golf)
- Missing – indoor soccer facility, activities in the winter. Also suggested have the infield of baseball diamond be turf. Turf is a long term investment that would allow the city to rent space for tournaments.
- Maintenance –Juniper Hills is good, can’t speak to others
- Parks have pretty good representation but folks with disabilities are less involved than others
- Cost is not a barrier to using parks, if anything people could pay more to help cover maintenance
- If there was a fee to use district facilities it maintenance and infrastructure maintenance should be prioritized
- Mentioned need for indoor soccer field for winter months

Jamie Hurd: Madras School Board

- What’s missing- need more dog poop stations on walking trail through town, more trashcans
- East side of town has more parks but Madras is a small town so they are still very close
- Don’t see many seniors at parks
- MAC services are affordable
- Parks are not accessible to children with disabilities
- Because of funding constraints maintaining the parks should be a priority
- It would be good to use more zero-scaping in parks (using native plants and rocks to create a native landscape that requires less maintenance and water to upkeep.
- Need to mitigate vandalism parks and on trails –broken lights, etc.

Joe Krenowicz: Madras Chamber of Commerce

- Likes the green grass and shade in the hot summer months
- Maintenance- parks are generally well taken care of but restrooms need work

- Vandalism is an issue especially in Sahalee parks –motion sensor security cameras could help
- There is a need for-secure restrooms that are clean and safe
- Work on getting another park on the west between 4th street and HWY 461.
- More access with bike and walking path - more paths throughout the city (need “spokes”, to attach to the “wheel” that goes around the city right now
- Parks are ADA accessible; good street lighting and crosswalks around parks; good equipment for all ages
- Top funding priorities –security, spoke and wheel for pedestrian running path

Louise Muir: Committee Member –Madras Public Works and Parks Committee

- Enjoys holiday events, group meetings and taking grandchildren to parks
- Excited for splash pad at Sahalee, appreciates playground equipment and swimming pool
- What’s missing –more picnic tables, benches, more shady areas, more neighborhood like Yarro
- Need for new parks by the truck stop (east side), fire station
- Where to spend on parks-Would like to see playground for smaller kids added to Juniper Hills; maintaining parks so that people feel invited and comfortable

Lucas Pagano: Urban Forestry Committee

- Mostly uses Juniper Hills Park –dog walking, disc golf, lawn games, views
- Missing –(Juniper hills) - more entertaining area, BBQ pits, potential for some mountain bike trails on city property nearby.
- Southeast end of town could use more parks; west end of town could use more parks
- Likes the variety in Madras’ parks
- Where to spend money on parks –try to serve areas of town that aren’t as well served, expanding attractions at the different parks
- If could change one thing in parks –see more community events at parks

Manada Currier: Crescent Park Advocate, School Teacher

- Goes to Sahalee Park for basketball court and climbing equipment, grass for kids to run around on. Rarely goes to Bean or Crescent Parks
- What do you like in parks –green spaces; juniper park climbing equipment, bike trails, flag football; playground equipment at Sahalee Park
- Missing in Parks –Parks don’t have stellar play equipment
- East side (fancier side of town) has most of the parks, west side has much less; west side does have a good walking/running trail
- Kids with disabilities are severely underserved with parks
- Where should money be spent on parks? –continued maintenance, fix eyesores, create long-term holistic parks

Richard Ladeby:

- Goes to Juniper Park 5 days a week to walk himself and his puppy
- Madras has numerous parks and lots of greenspace
- Missing –need for more lighting in more popular parks to improve safety and decrease vandalism, a dog park
- West side of highway could use more green space (area underserved), most of the parks are on the east side
- Latino community underserved by parks
- Some parks don't have wheelchair accessibility
- Keep replacing maintenance equipment to better handle demands going forward
- See other issues –local economy, attracting development, improving school district as more important than building new parks

Community Survey

The community survey was created to obtain more expansive input on park usage, satisfaction, comments, and funding strategies from a broader range of residents than those who attended public workshops and other outreach events.

Methodology

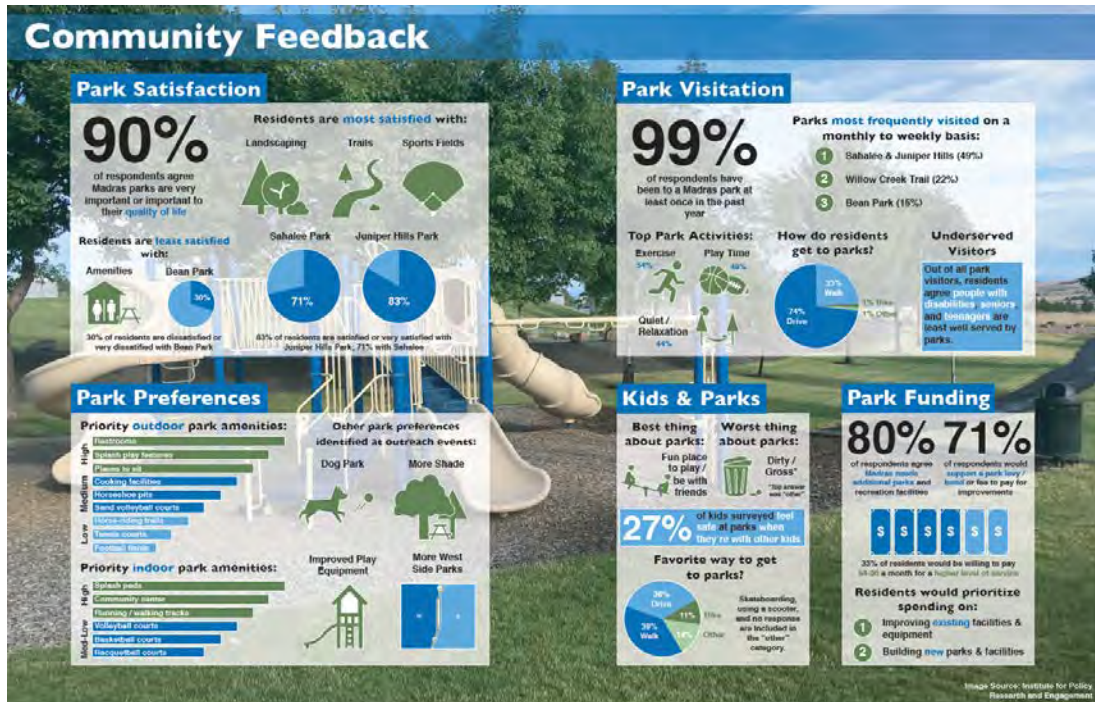
The City of Madras promoted the survey link using their Facebook page. In total, the survey received 170 responses.

Since the survey was not conducted as a strict random-sample, the results should not be generalized as representative of the entire Madras population's desires. The results, however, do provide insight into what some residents see as priorities for their parks.

Responses

The parks planning team created the following visual summary of key points to emerge from the responses to the survey. We also provide a full summary of responses to each of the survey's 16 questions (aside from those questions recorded under text responses).

Summary of Key Themes

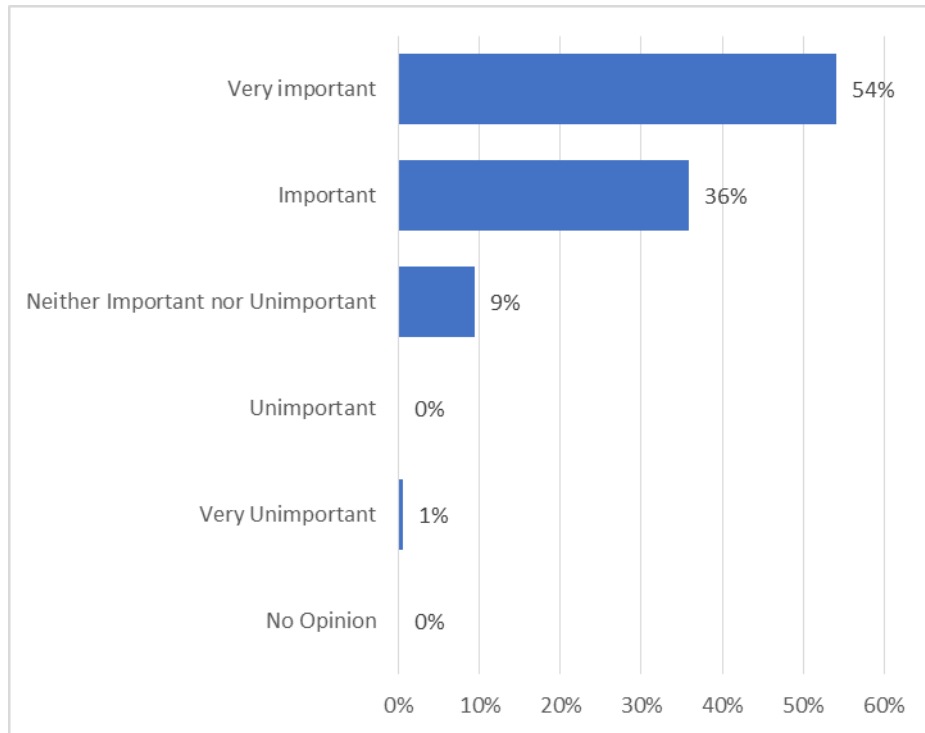


Full Survey Responses

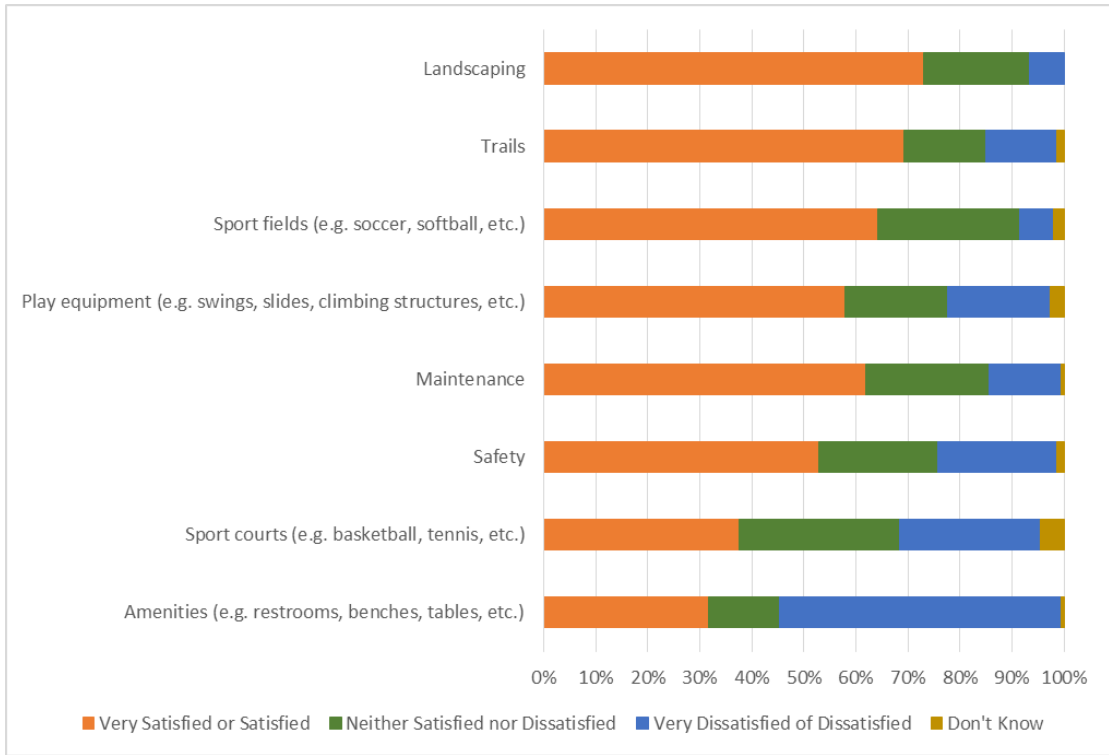
The following pages contain the full responses to the parks survey, excluding questions that required text responses. Text responses are recorded at the end of this appendix.

Madras Combined Surveys

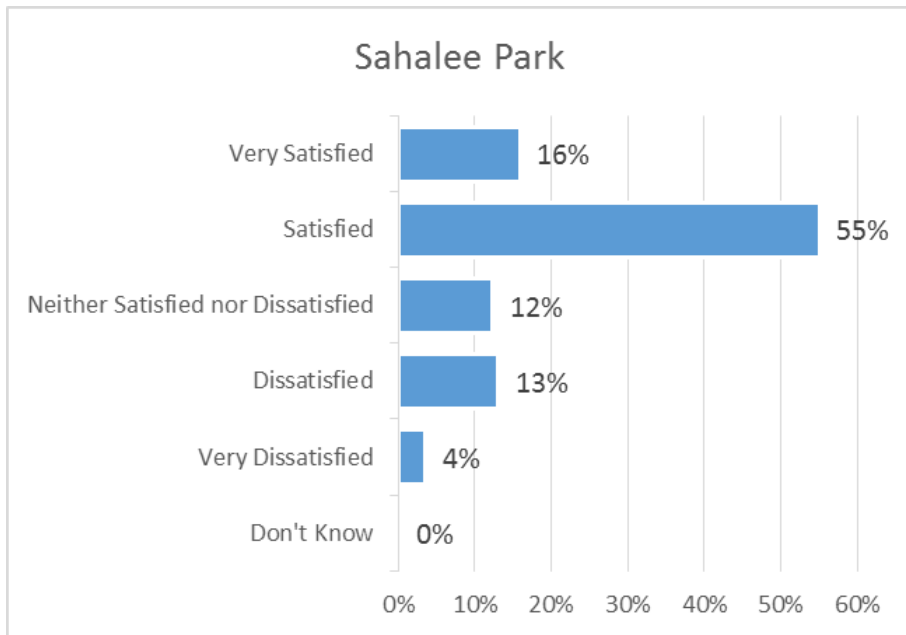
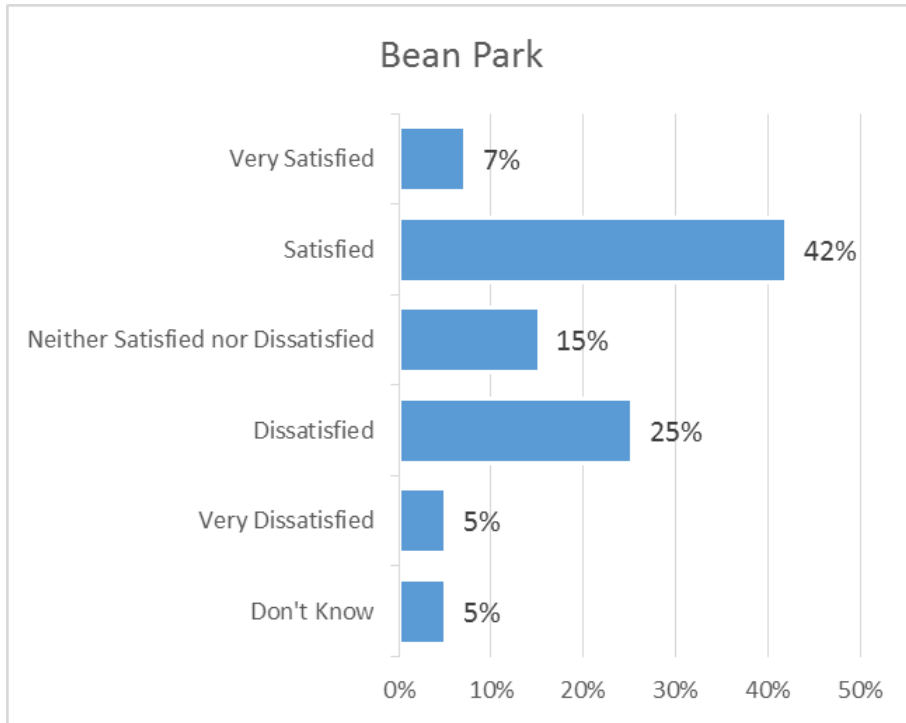
Q1. In your Opinion, how important are Madras' parks to you quality of life? (n=170)

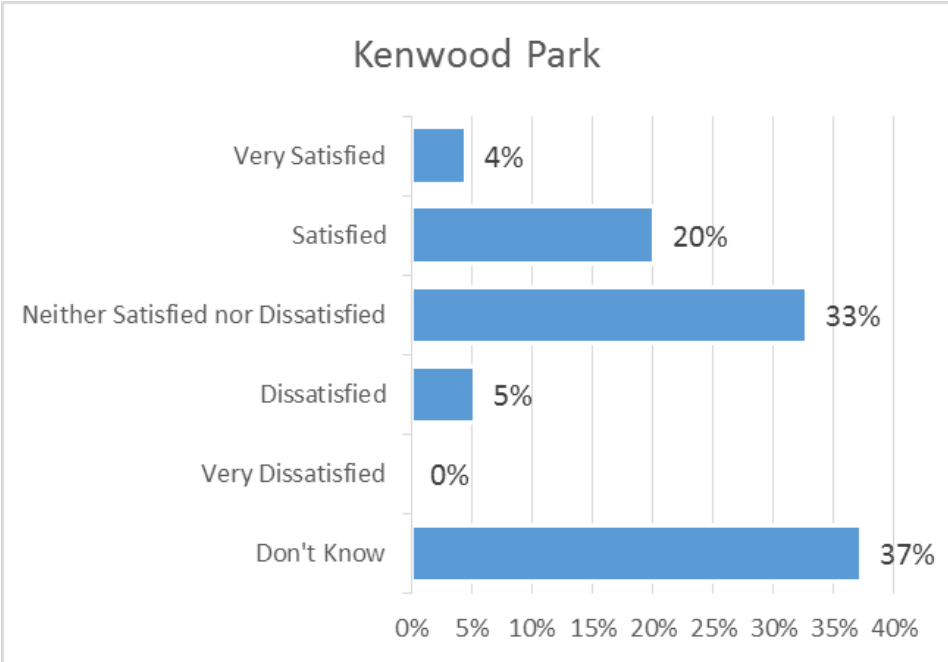
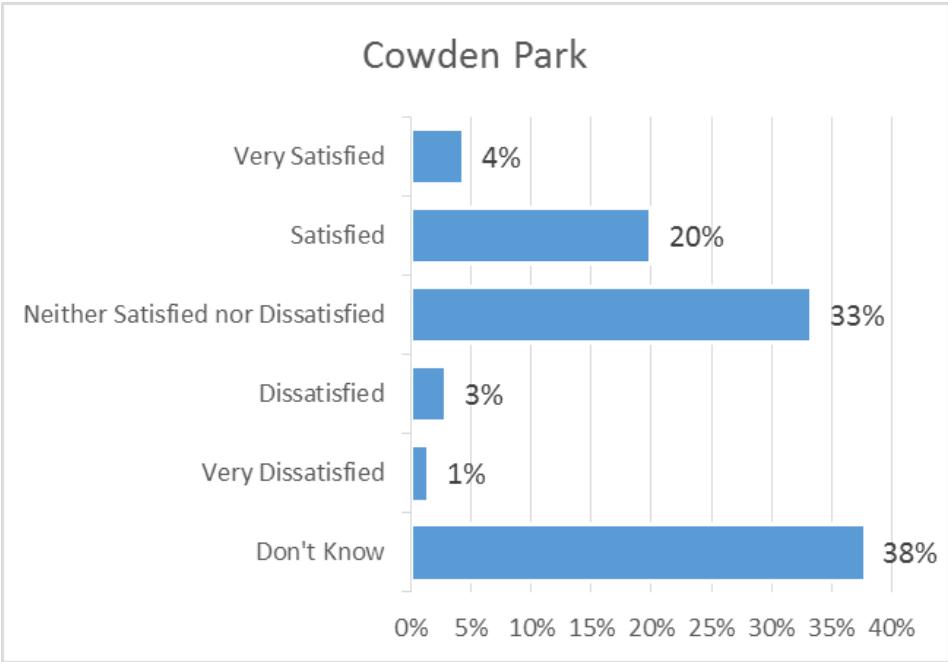


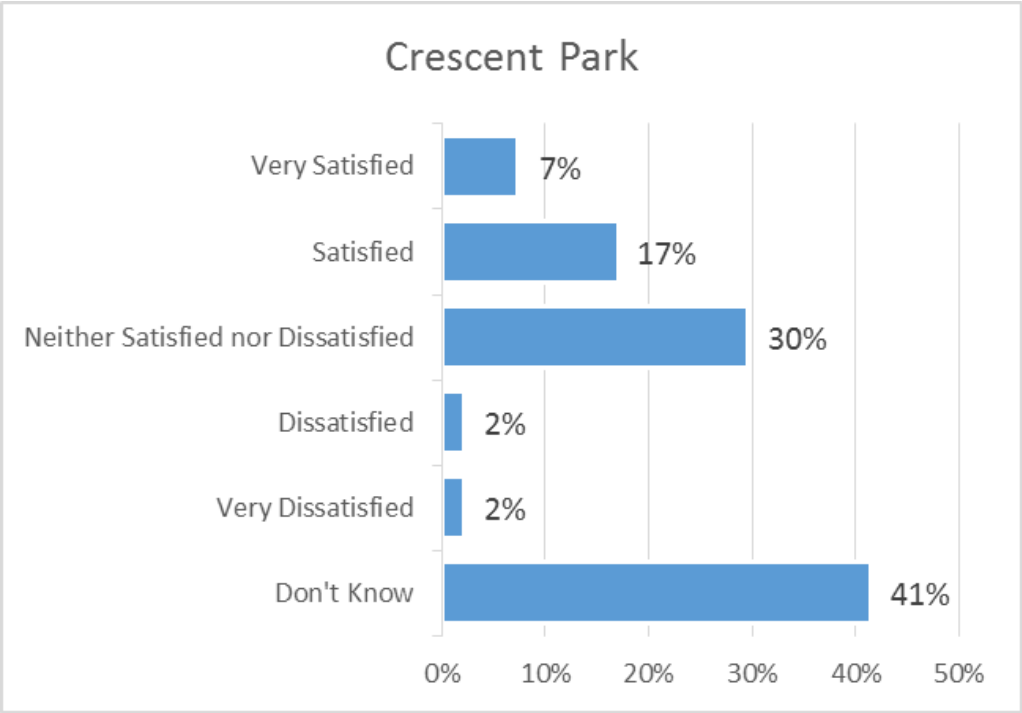
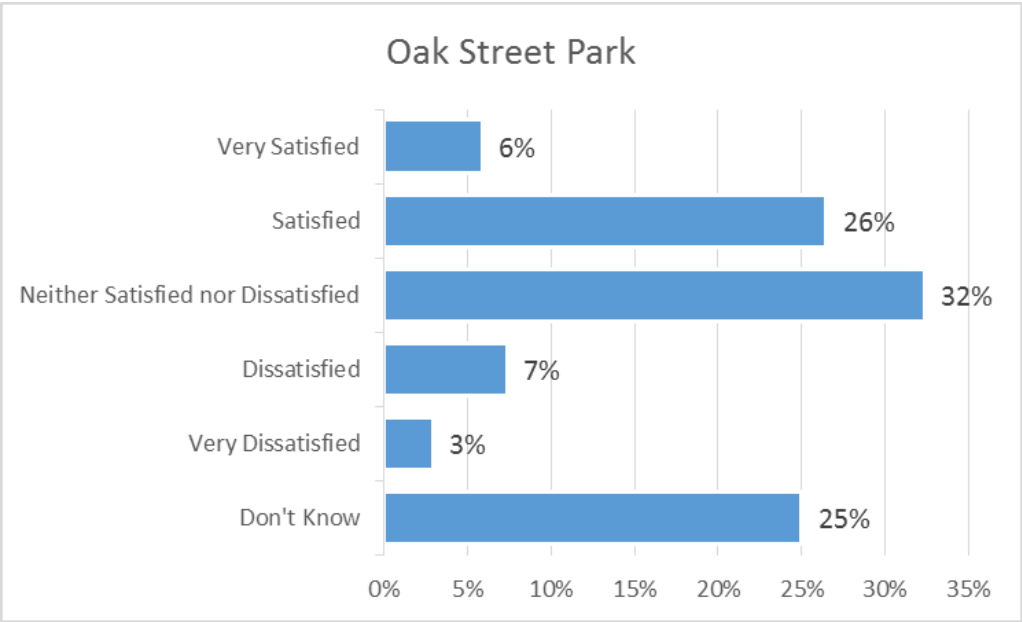
Q2. Consider the Madras parks and open space system generally. How satisfied or dissatisfied are you with the following:

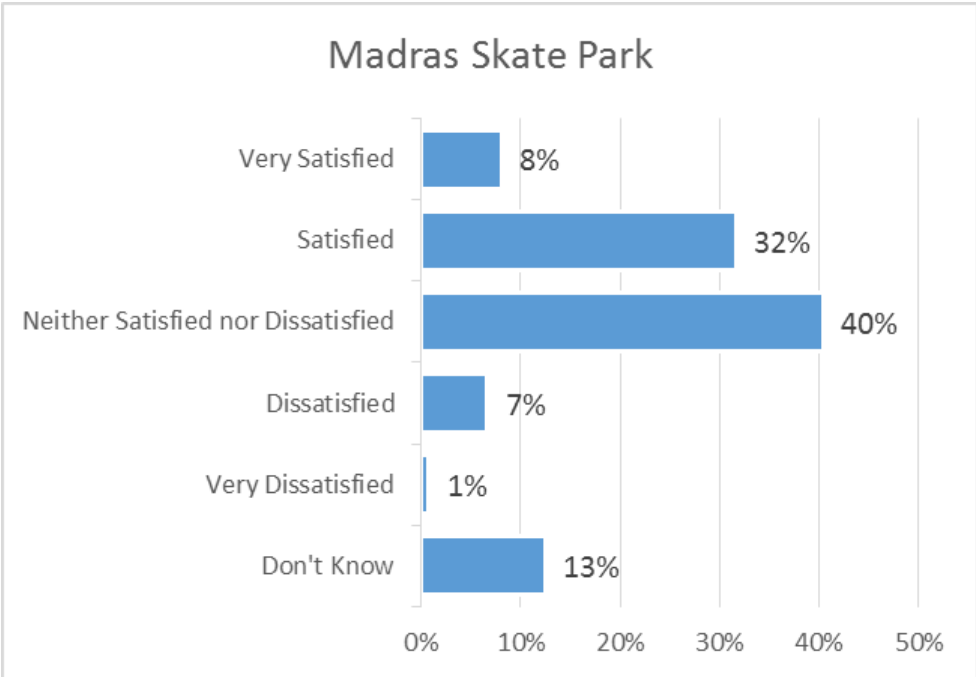
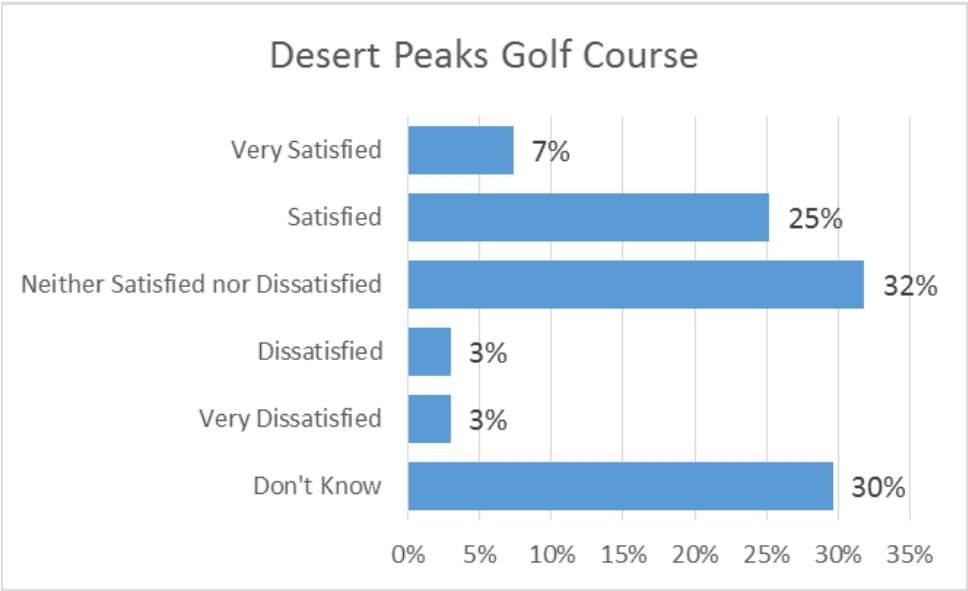


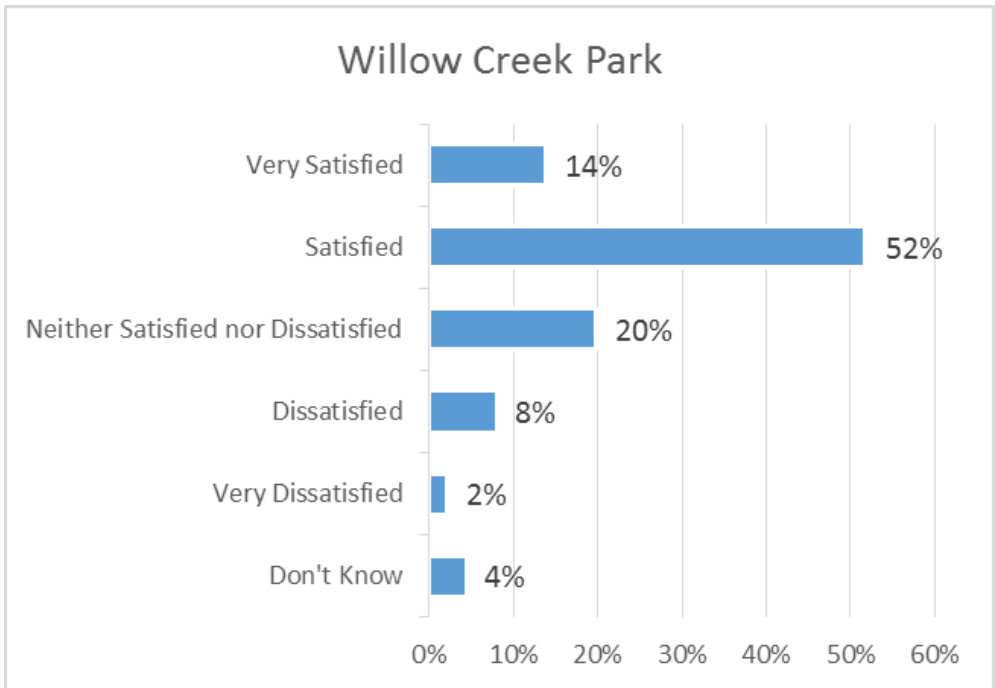
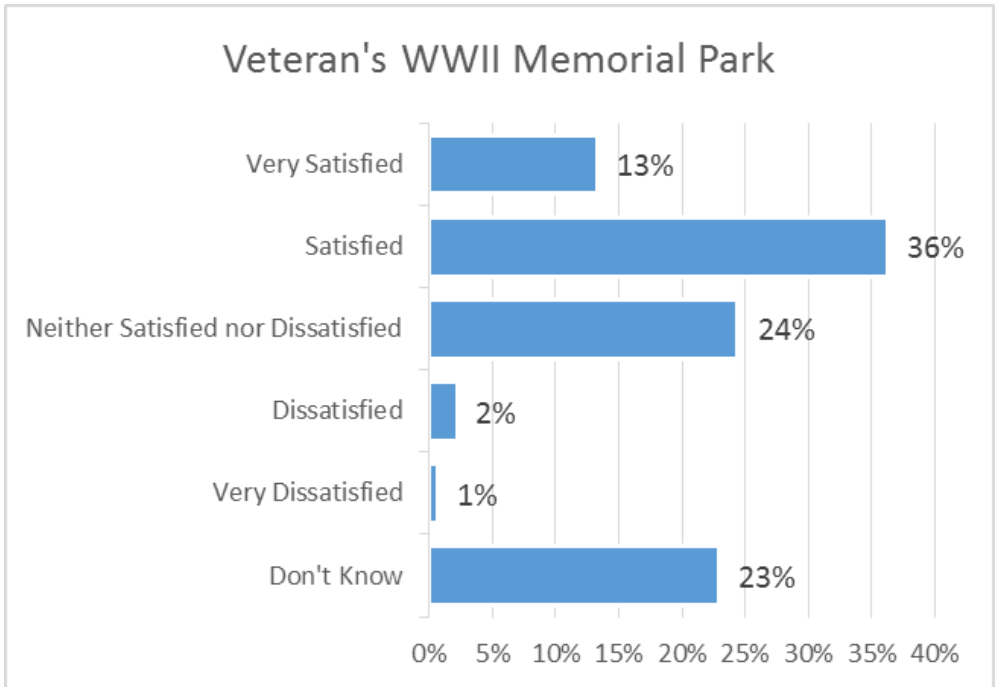
Q3. How satisfied or dissatisfied are you with the overall quality of the following City of Madras Park and open space areas



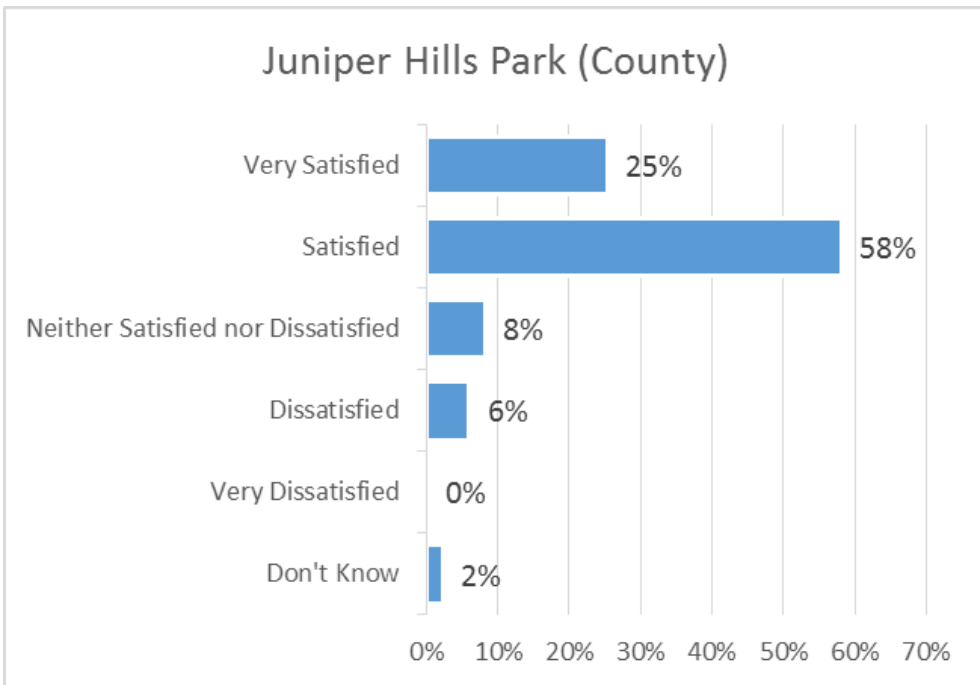
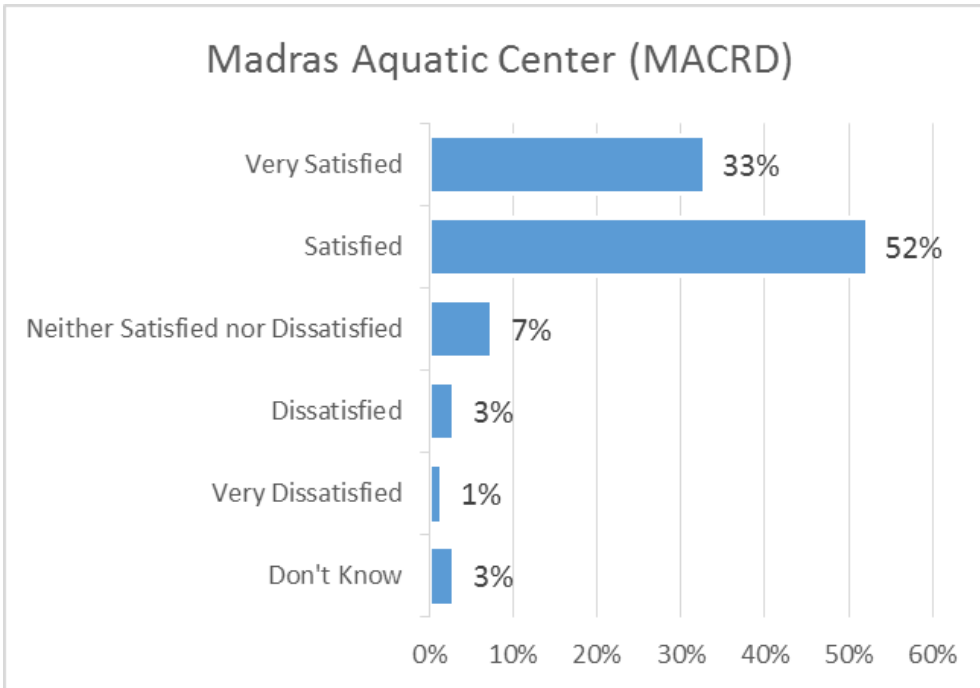


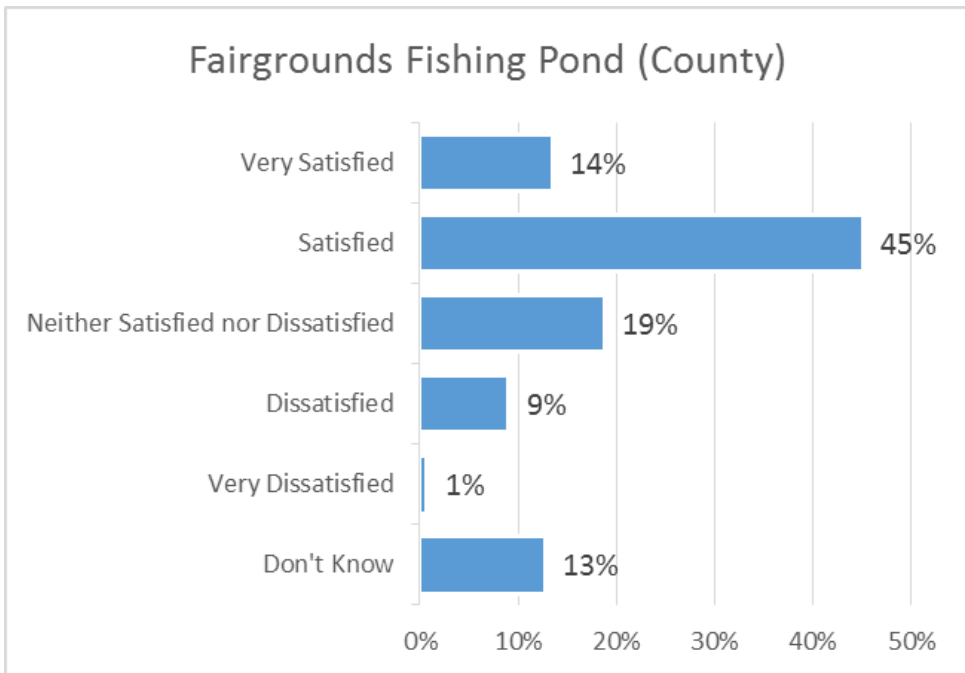
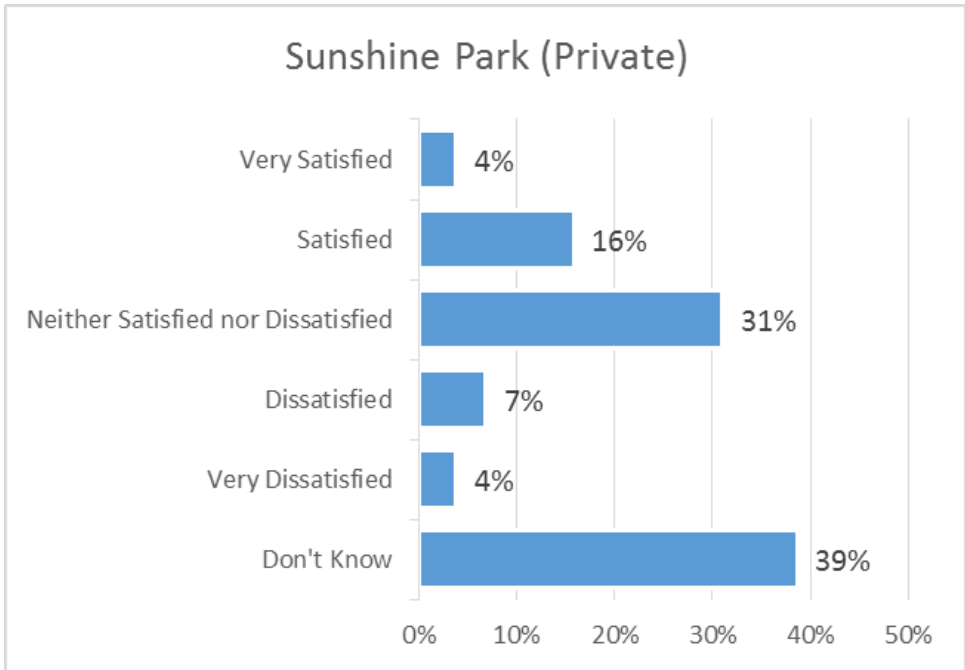


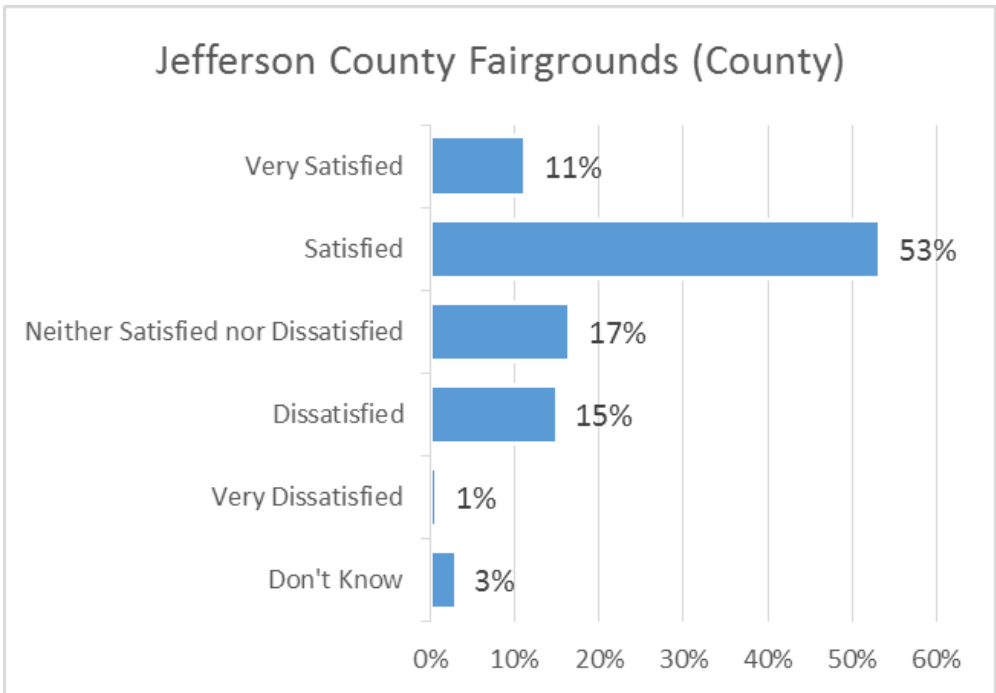
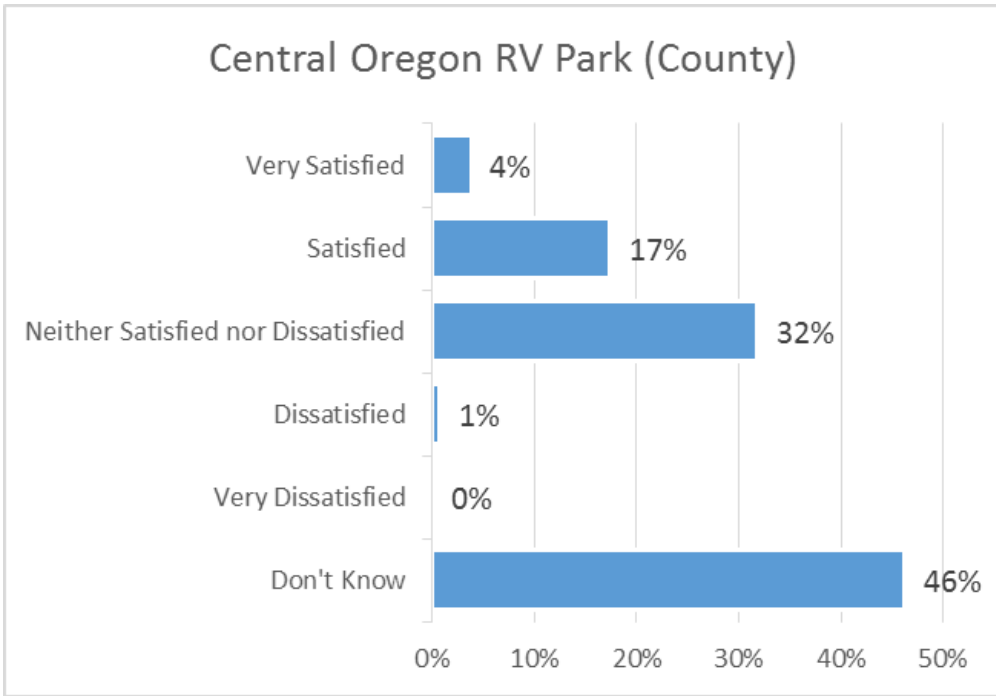




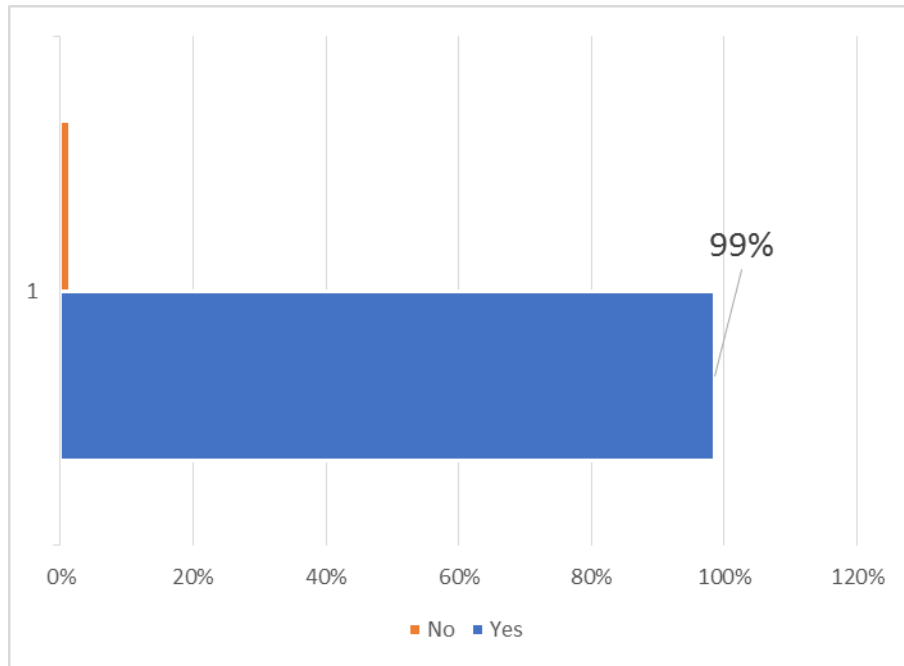
Q4. How satisfied or dissatisfied are you with the overall quality of the following Non-City of Madras Park and open space areas



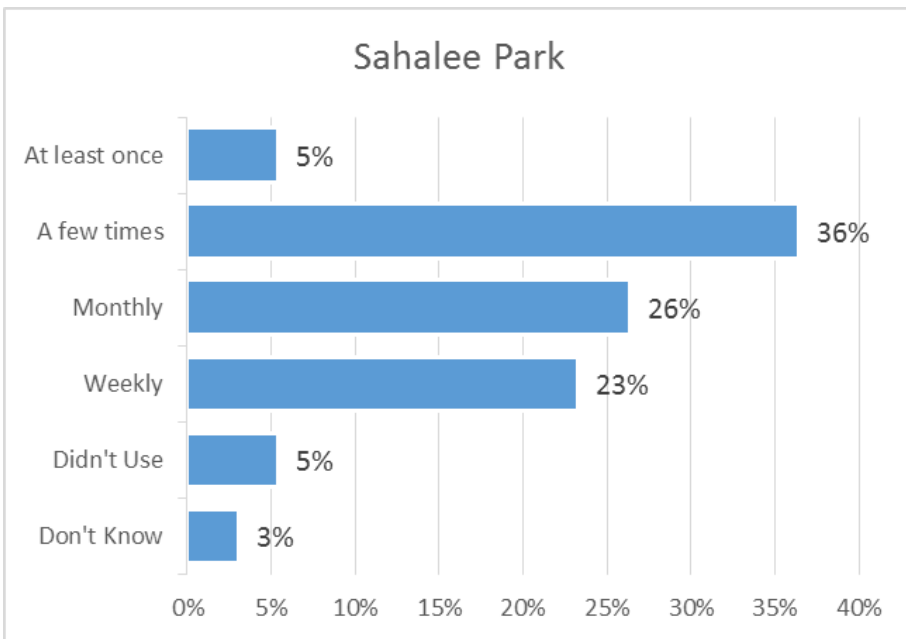
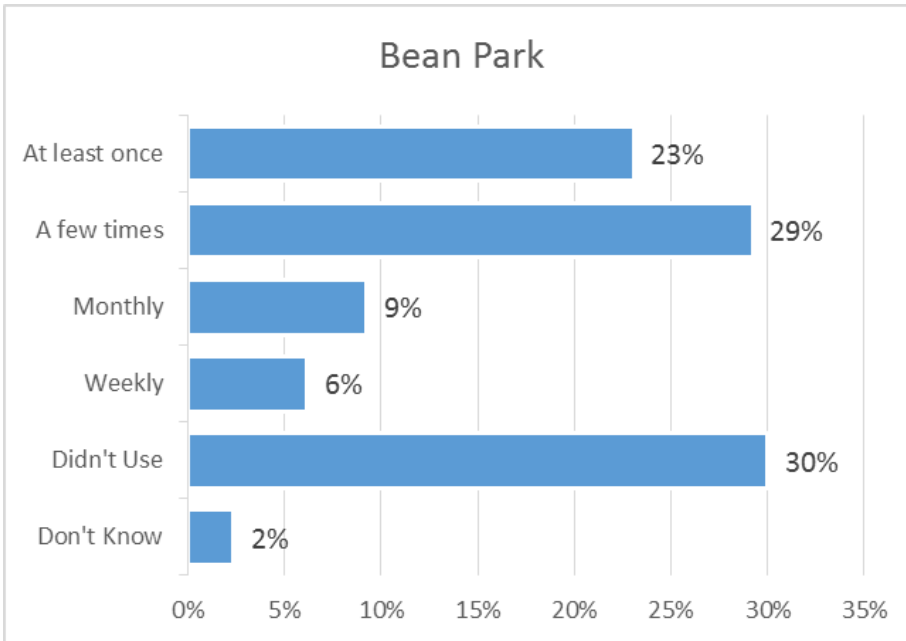


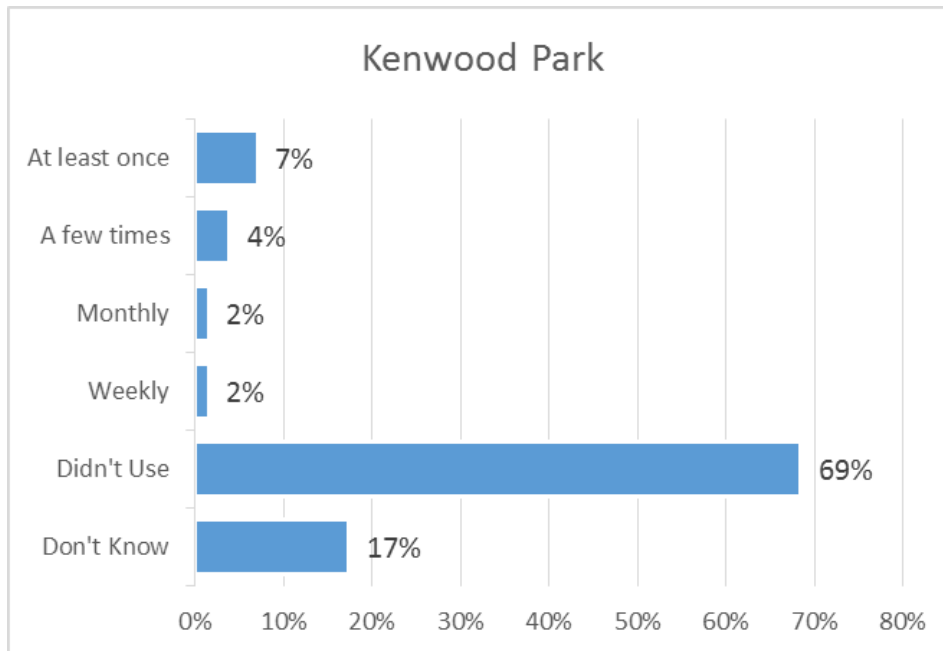
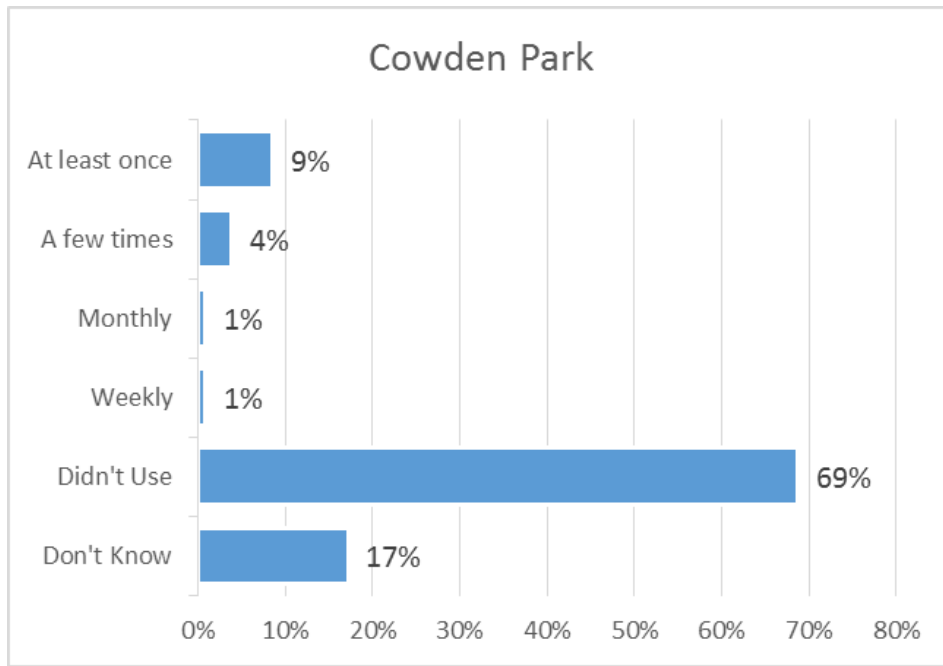


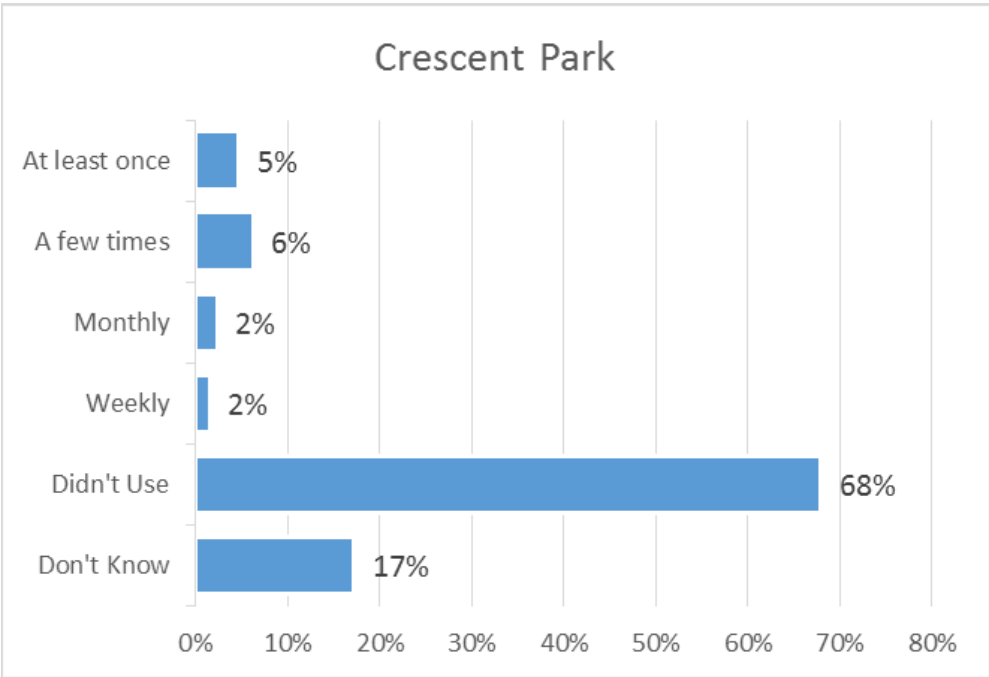
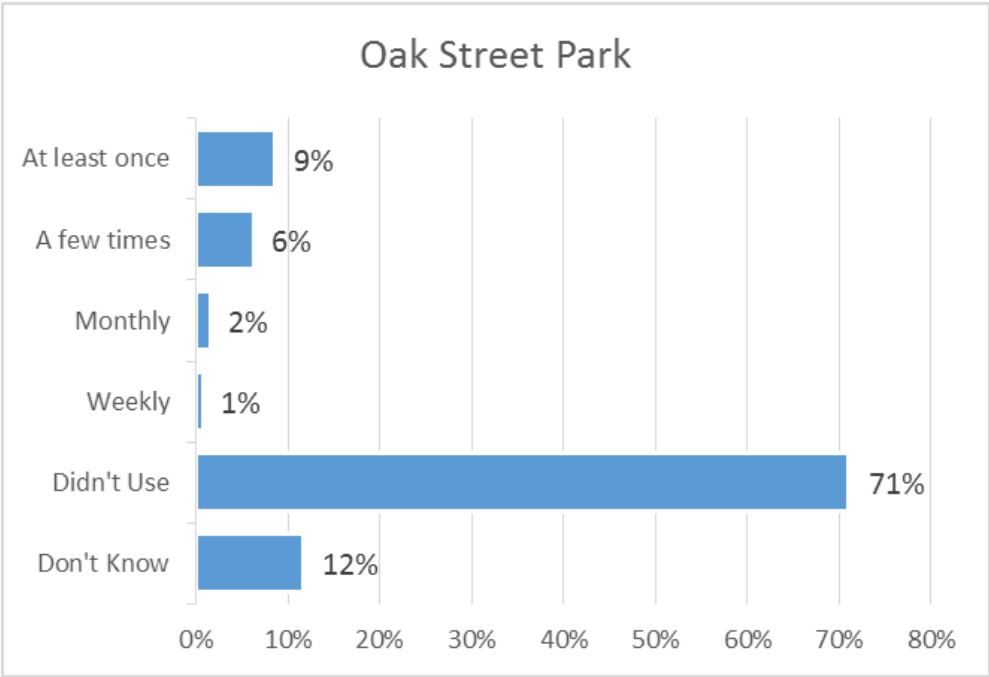
Q5. Have you visited any of the following parks in Madras in the last 12 months?

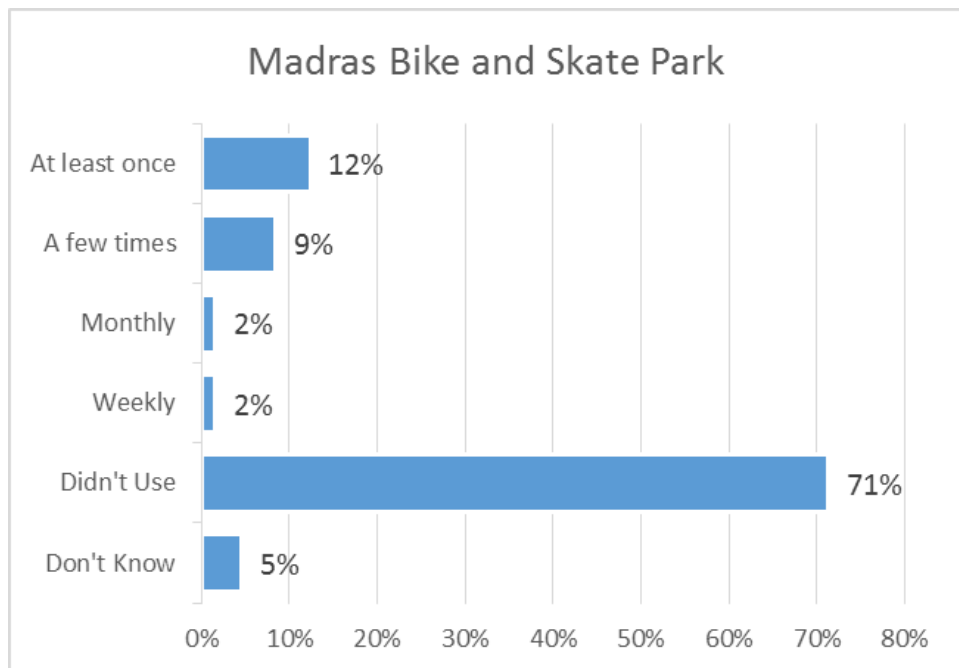
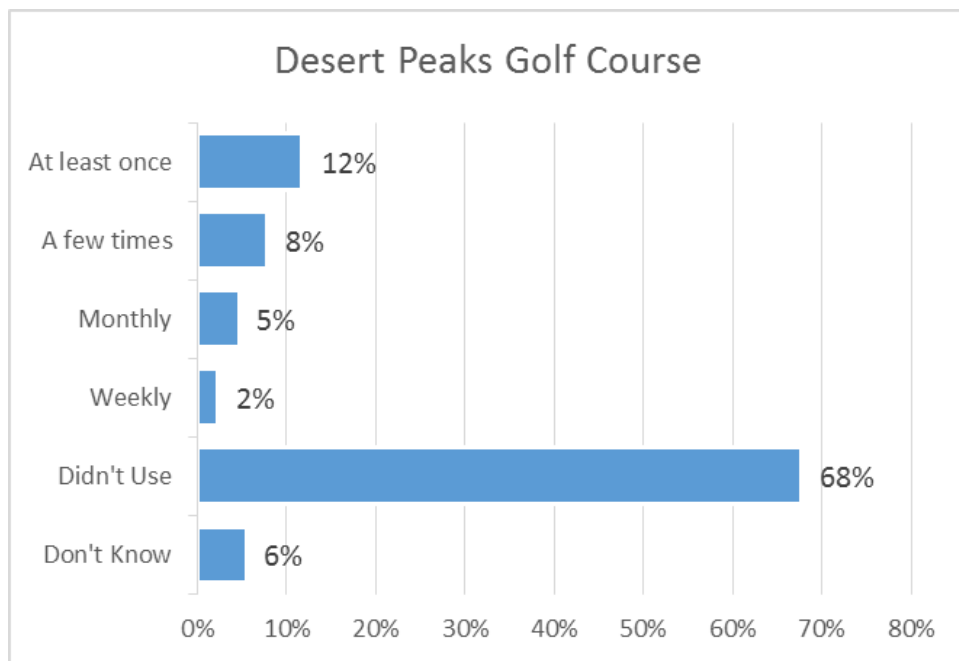


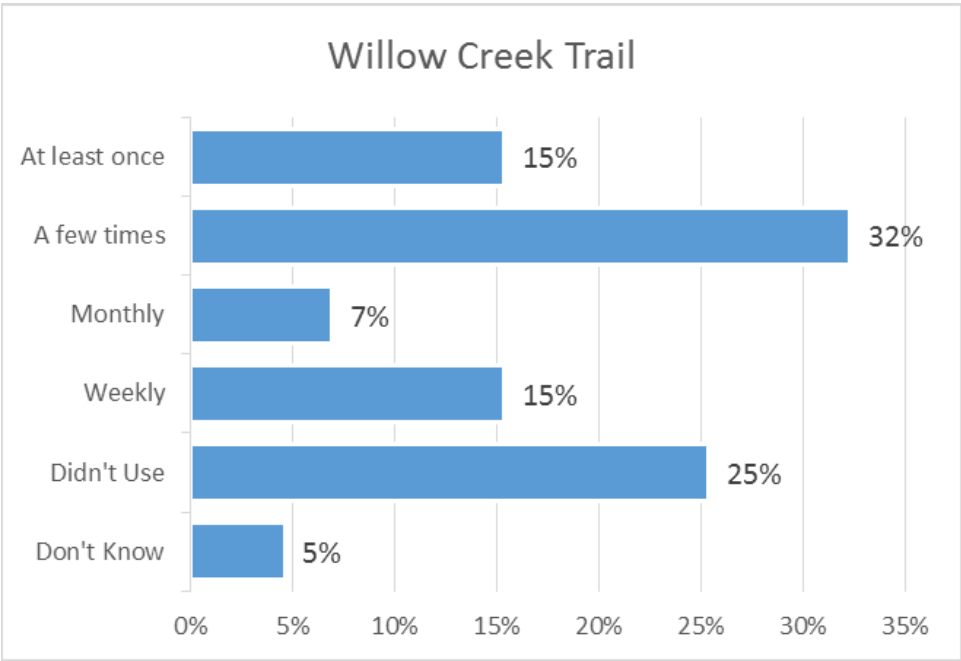
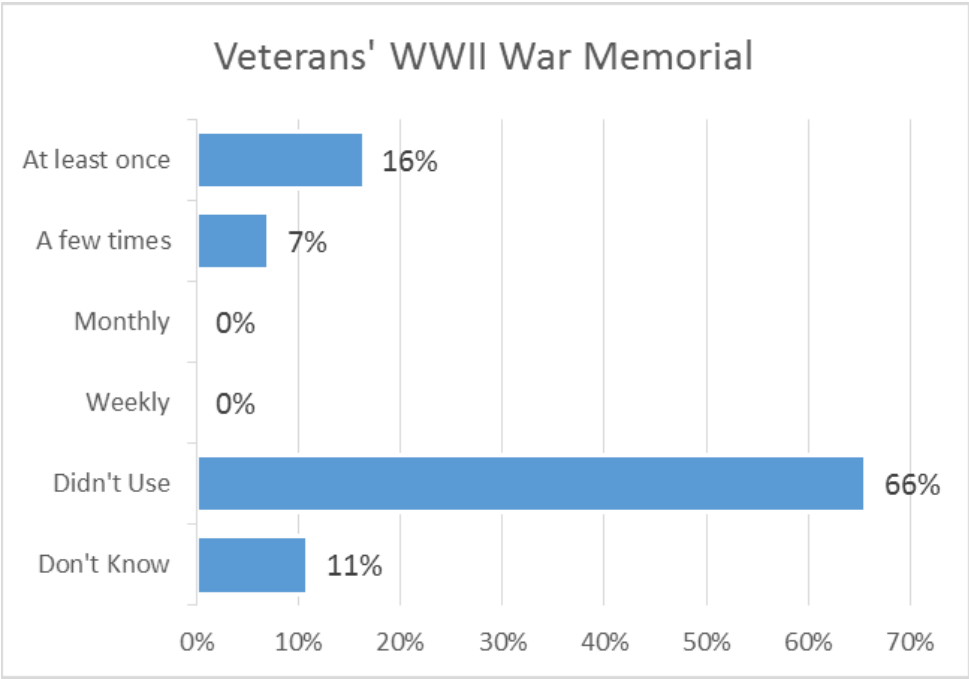
Q6. In the past year, how often did you visit the following parks in Madras?

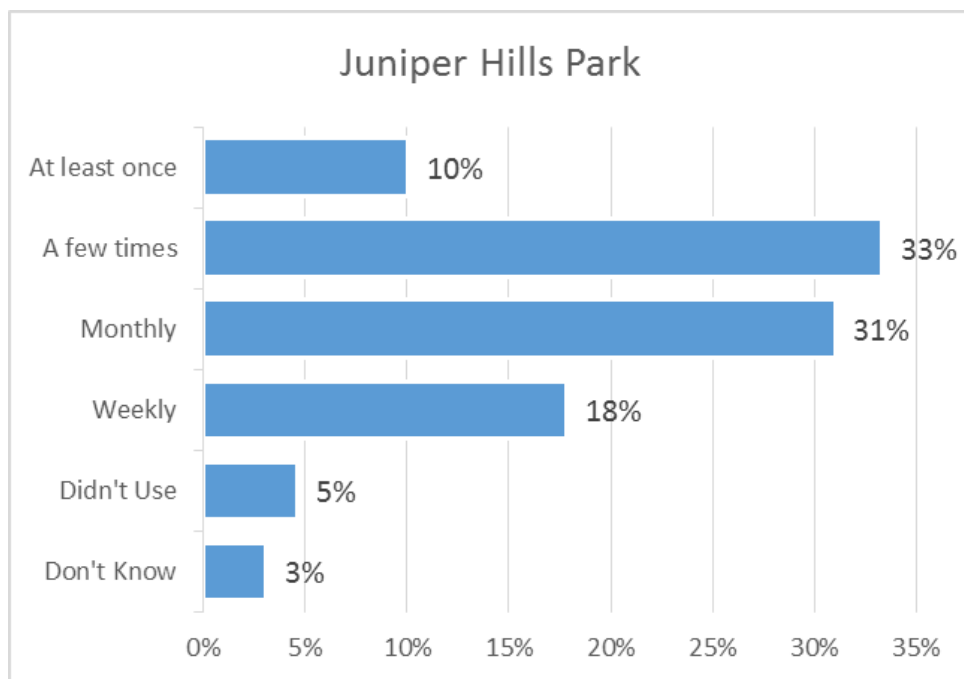
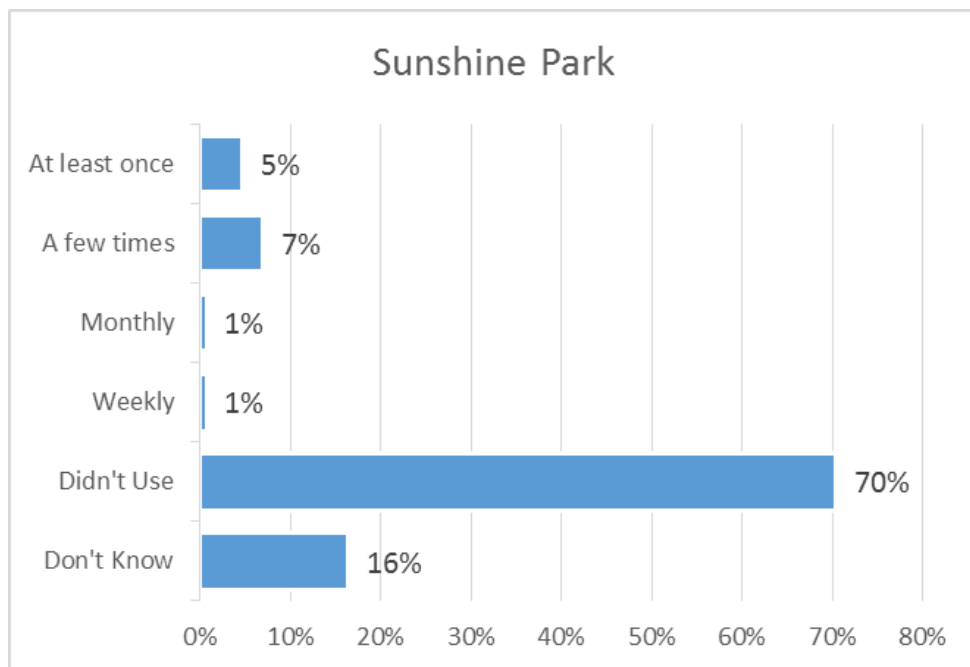




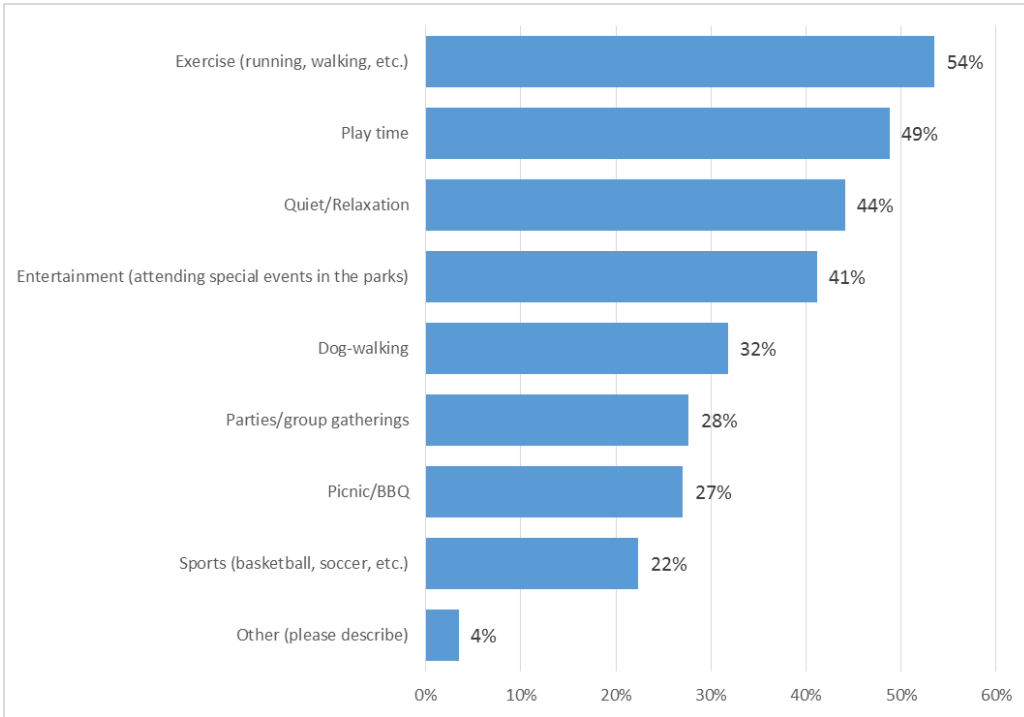




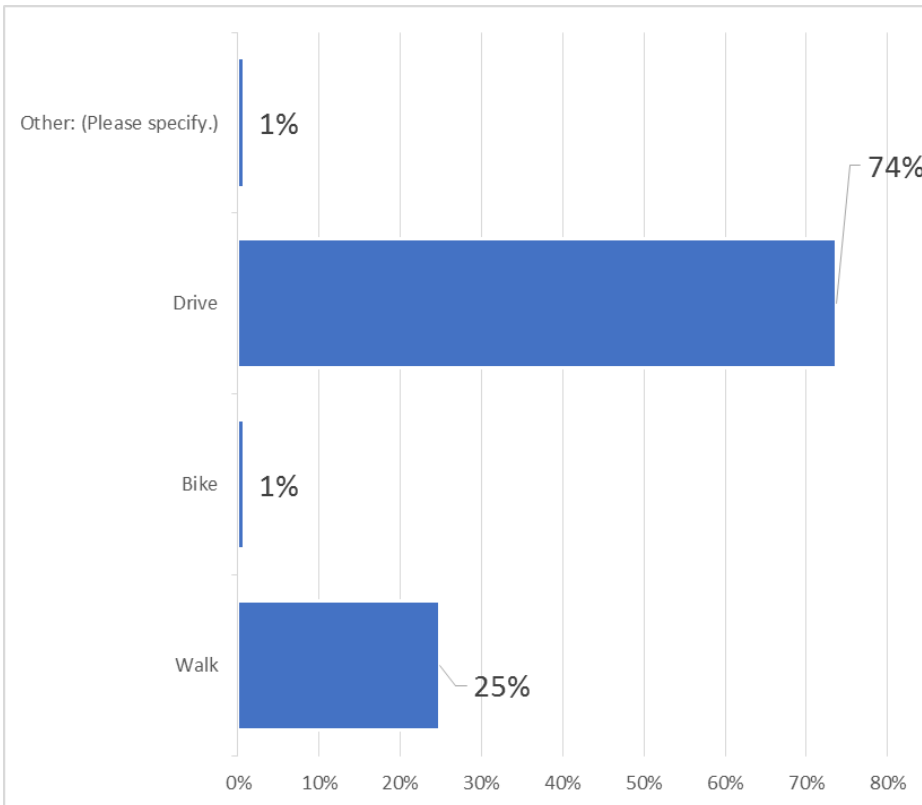




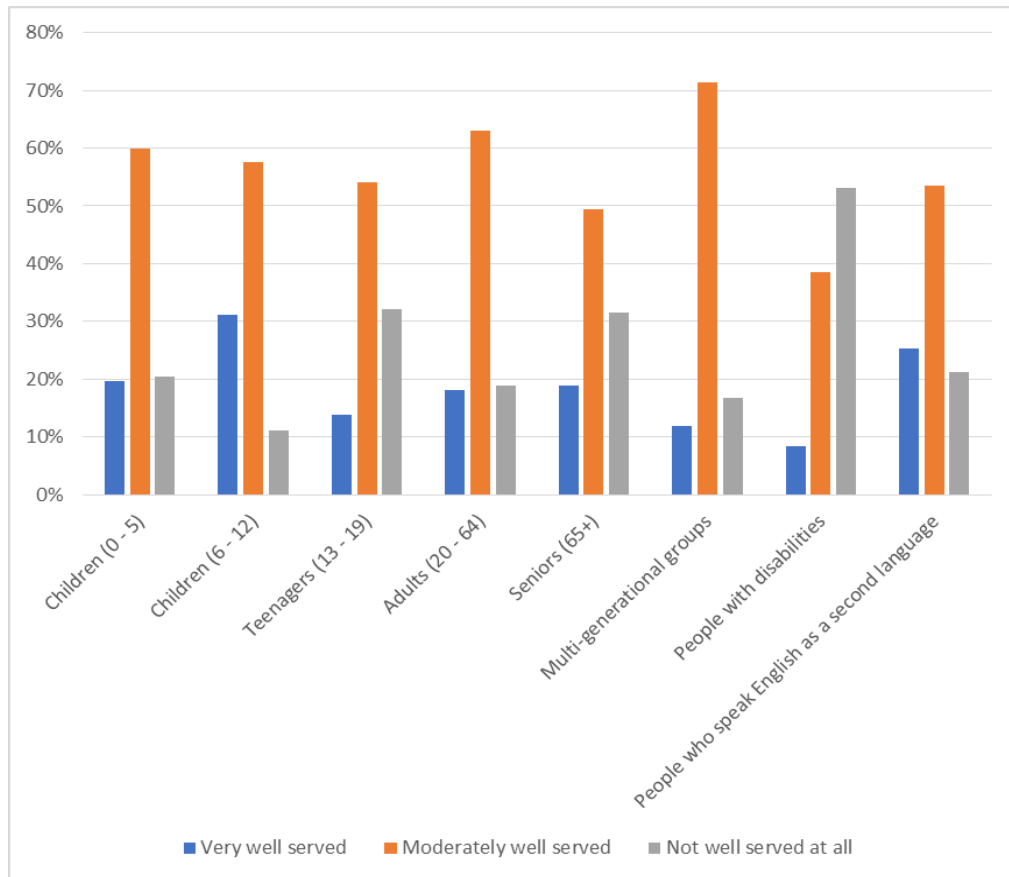
Q7. What activities do you and your family use the parks for? (check all that apply)



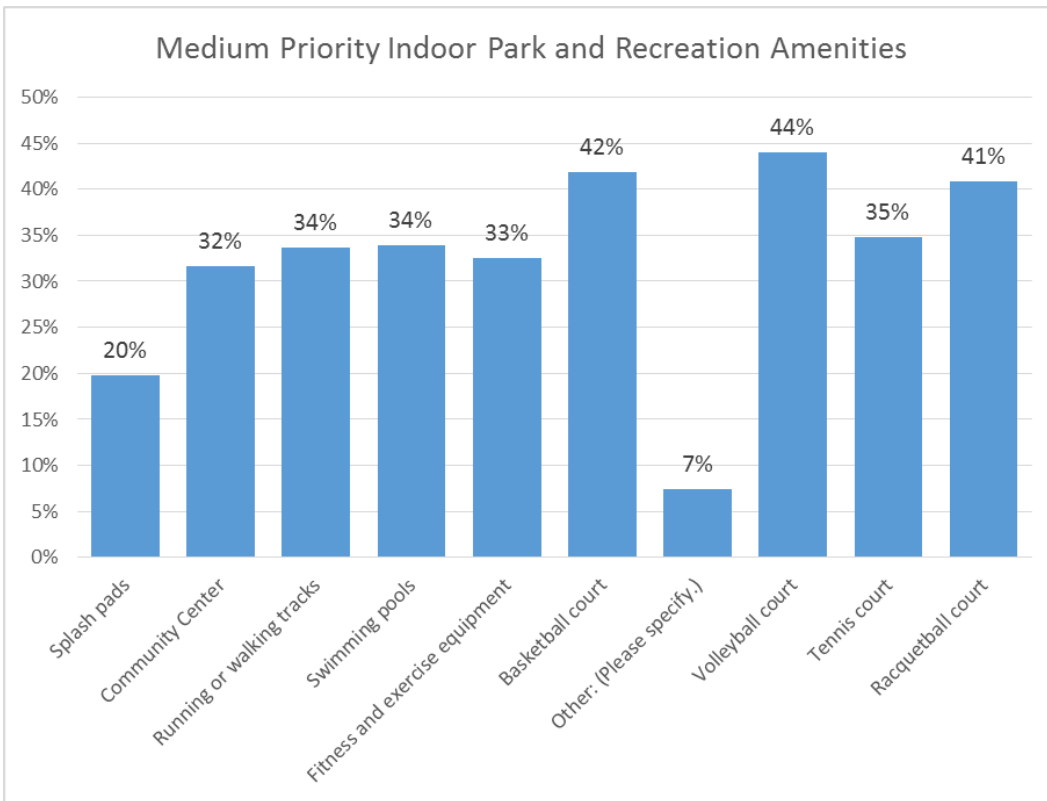
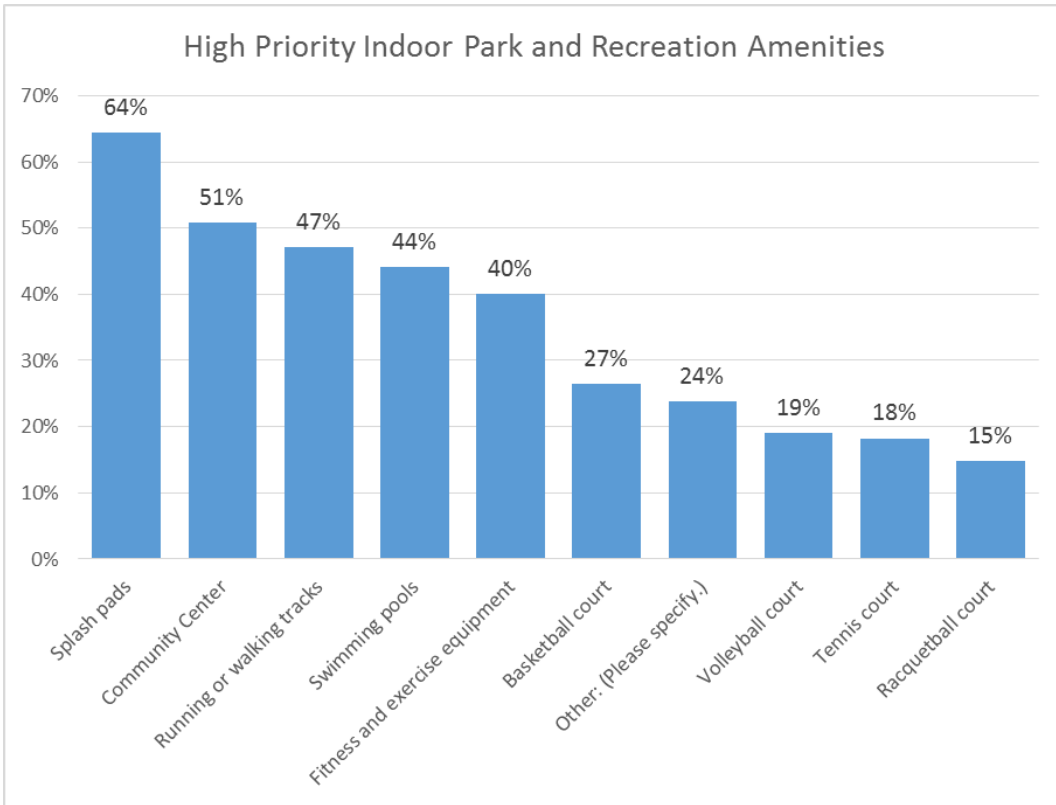
Q8. How do you most frequently get to parks in Madras?

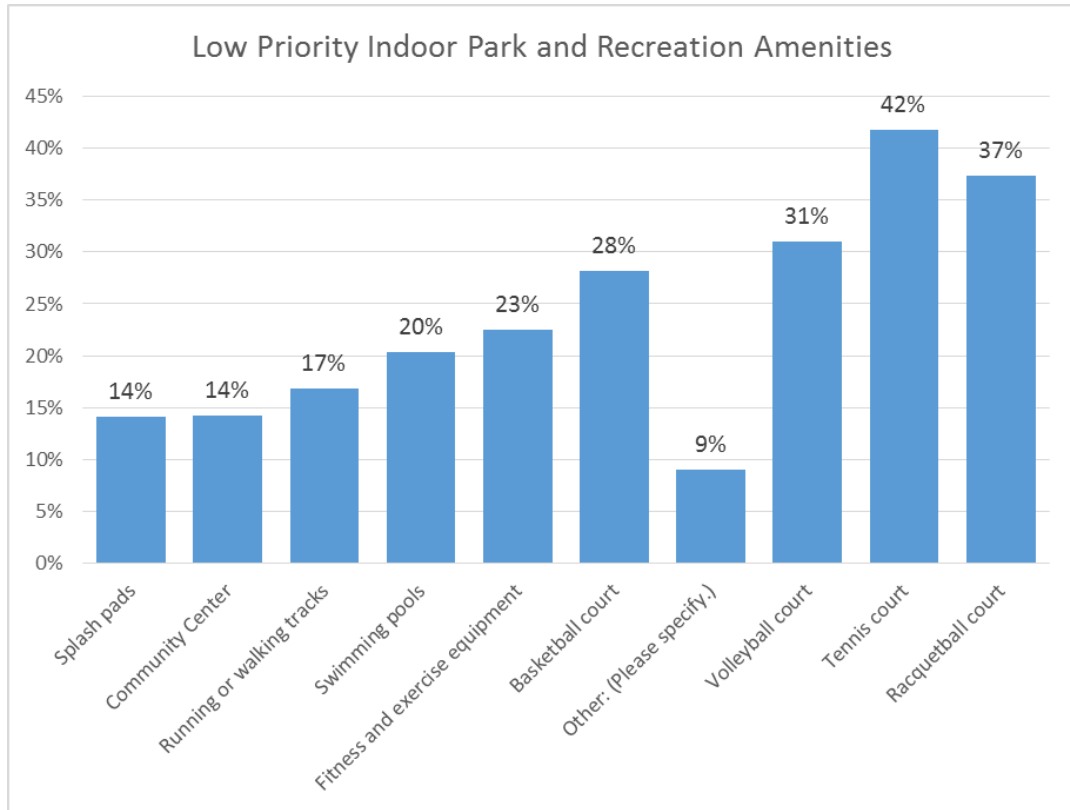


Q9. In your opinion, how well are the following segments of the Madras population being served by Madras parks?

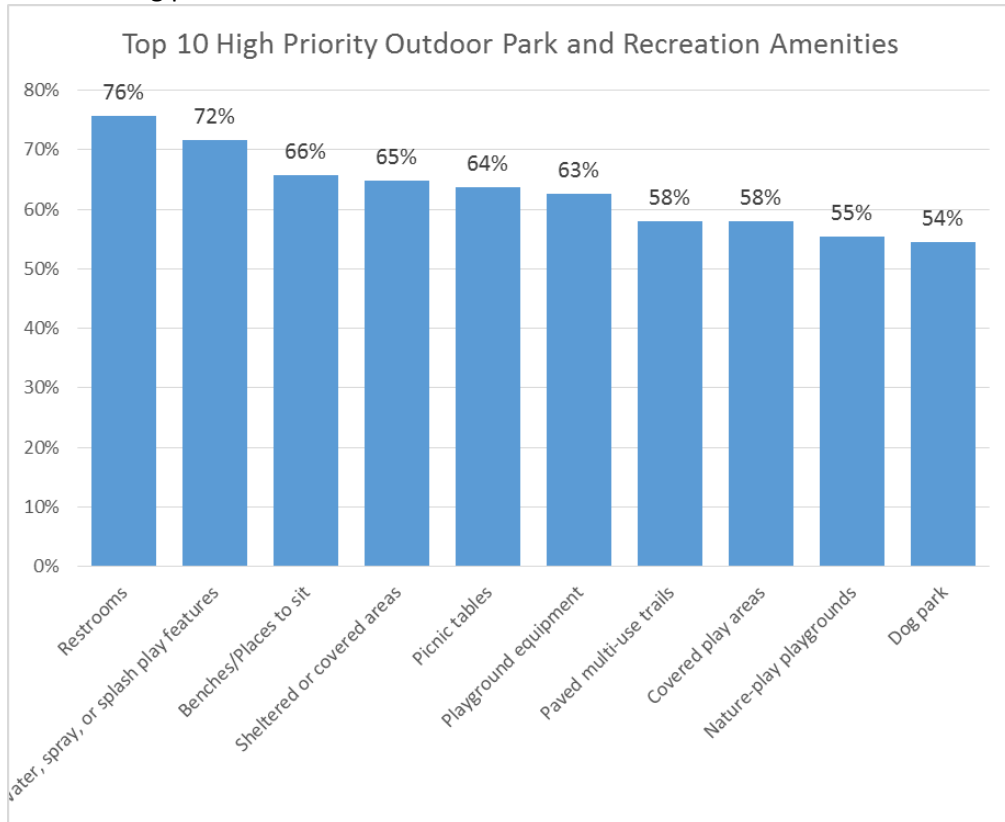


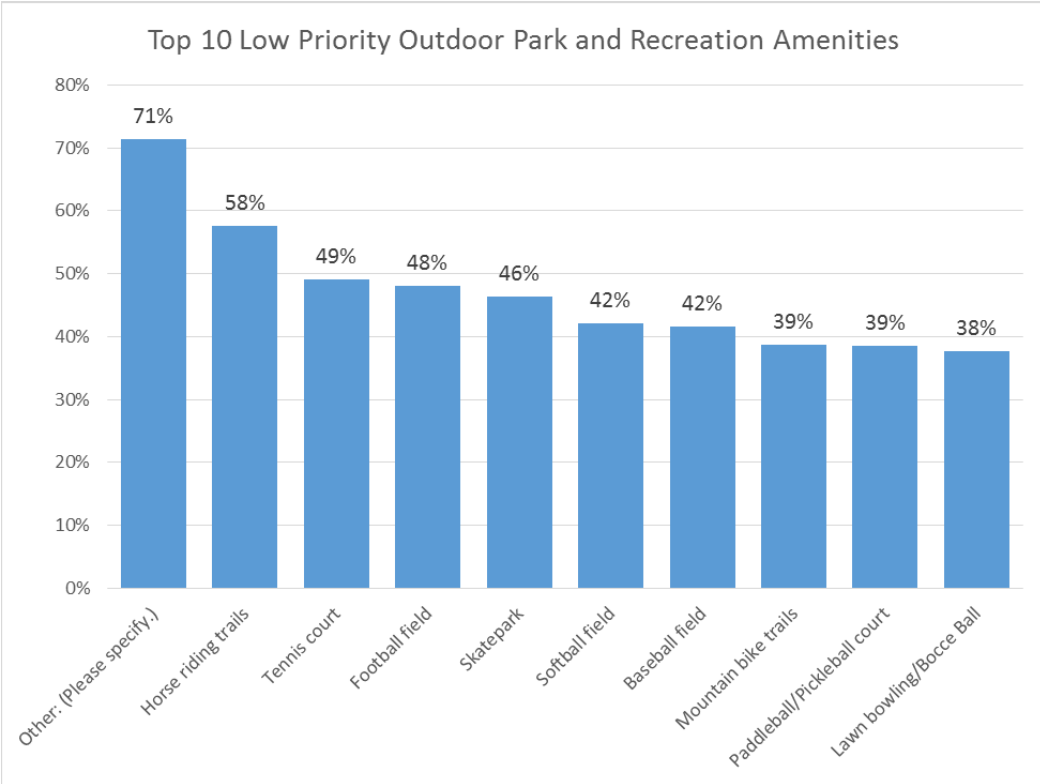
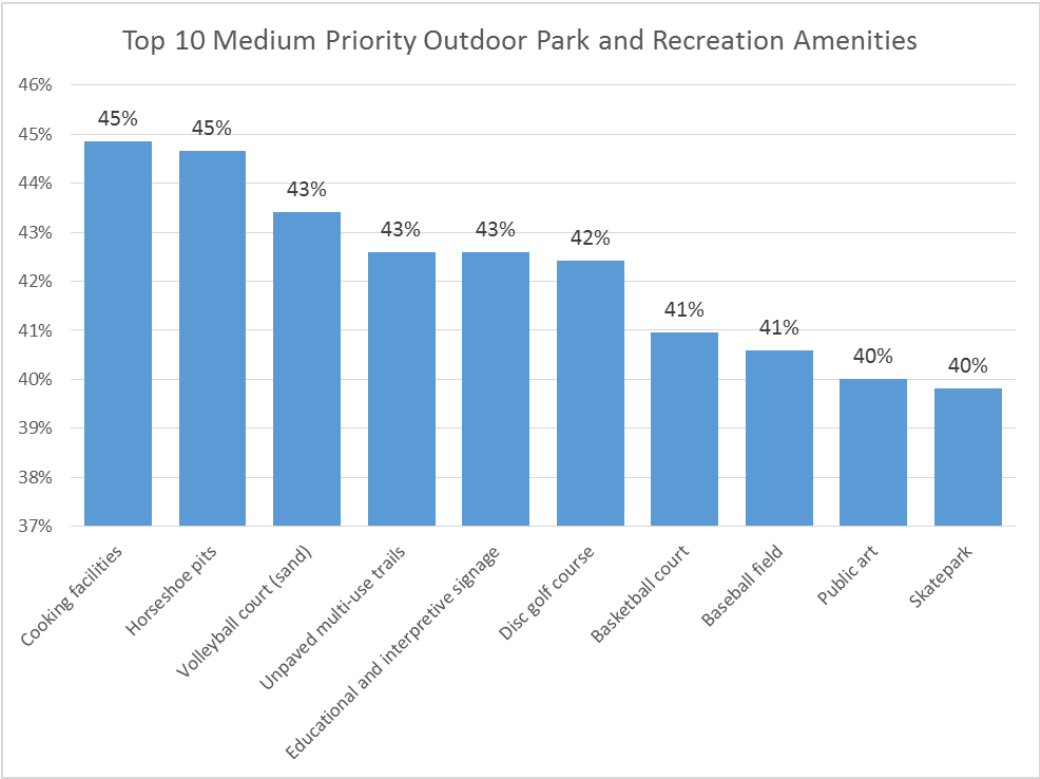
Q10. How important are the following indoor park/recreation amenities to you and your household?



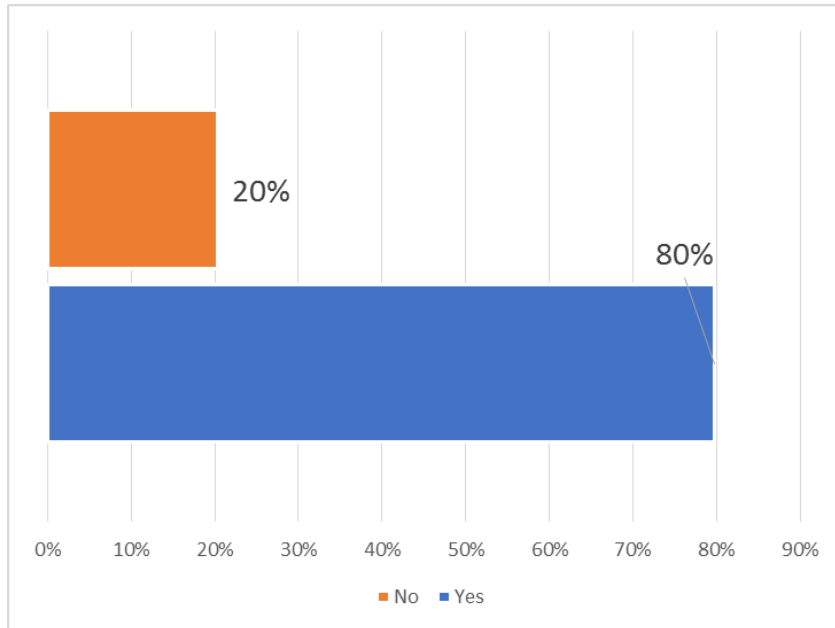


Q11. How important are the follow outdoor park/recreation amenities to you or your household? Mark your preference for future investment in the improvement or addition of the following park facilities.

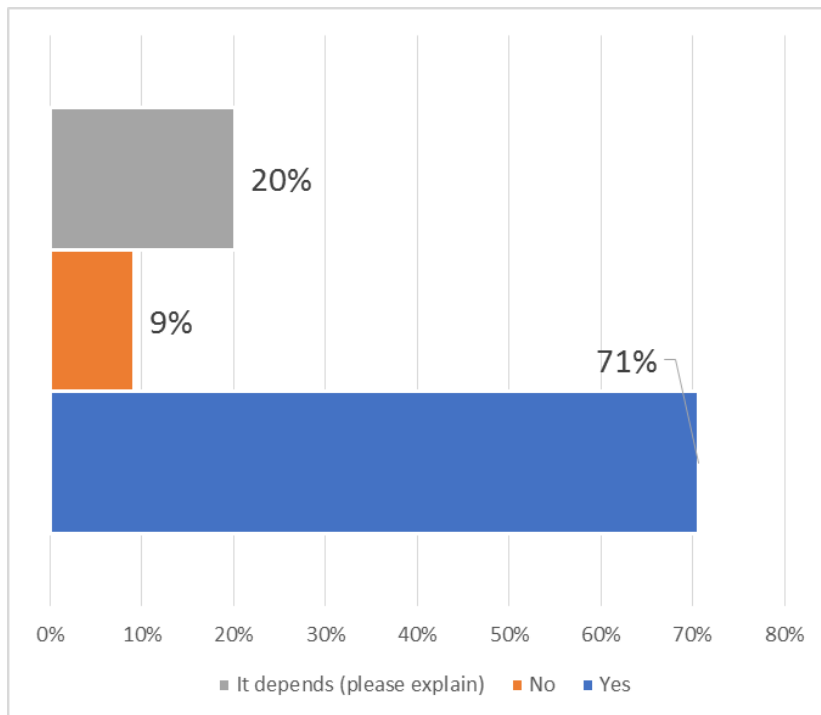




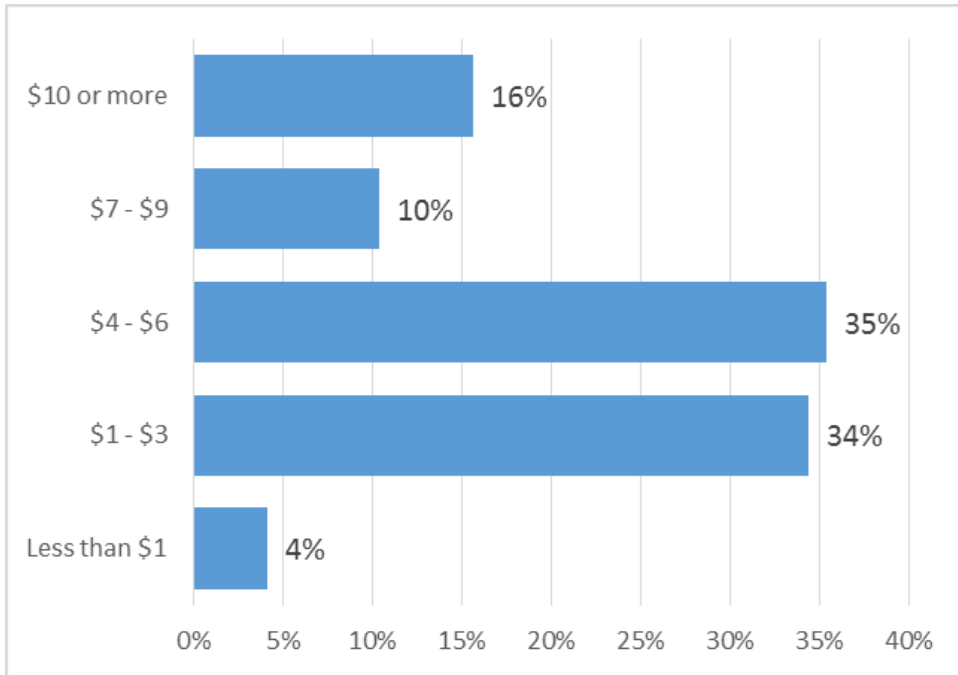
Q12. Do you think the City of Madras needs additional park or recreation facilities?



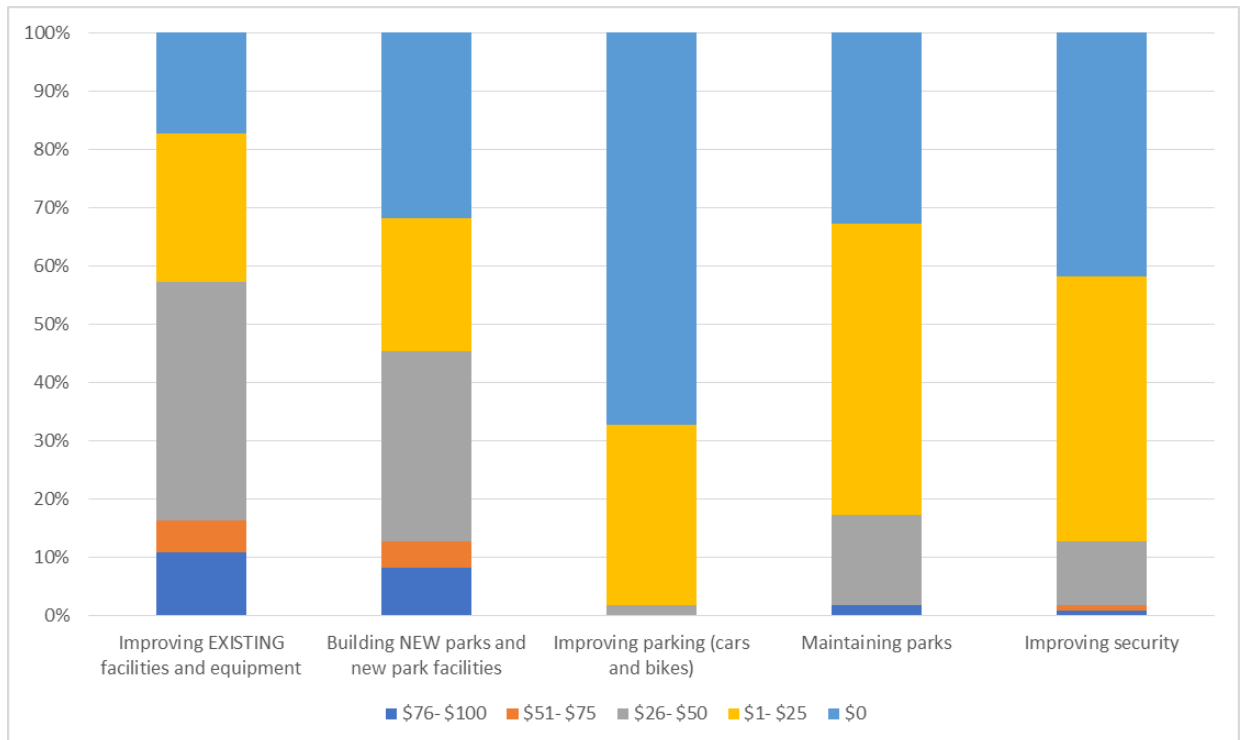
Q15. New park and recreation facilities will require community investment. Would you support a park levy/bond or park fee to pay for new parks, park improvements, or improved maintenance?



Q15a. If you answered yes or it depends, how much would you be willing to pay each month for a higher level of service?



Q 16. If you were given \$100 to spend on parks in Madras, how would you divide it among the following categories? You may put it all in one category or in any combination of categories. Sum must total 100.



Text Responses

The following are categorized text responses for survey questions that asked respondents to write in answers. As categories are broad and some residents offered lengthier responses, some responses fall into multiple categories and are recorded multiple times.

Question 3A: Please write any specific comments or concerns you have about Madras Parks or open spaces in the spaces below. Consider landscaping, equipment, facilities, safety, maintenance, etc.

General comments

- Look forward to Splash Park at Sahallie Park!
- I think the city has done a good job taking care of the parks. Everything can't be perfect. I enjoy spending time and taking my kids to them.

Cleanliness & Maintenance

- Restrooms should be open.
- I would like to see focus not only taking care of the existing tree but also planning for future trees. Maybe also adding some different trees than currently there.
- Bean park bathroom are usually disgusting. Like no one seems to ever service them at all.
- Facilities, safety and landscaping
- Sahalee Park needs work. Bean park too.
- Sahalee needs working clean and safe restrooms. It also needs more maintenance done. There has been so much broken glass or trash because it does not get the maintenance it needs. Also why are there not free movies on the lawn every weekend in summer at Sahalee. That would be huge for the community. Maybe 2 weeks out of the month a kids movie and 2 weeks out of the month a adult movie so adults could have a date night on the lawn. Maybe a cheap donation to help with power cost.
- FIX THE GOLF COURSE
- the willow creek trail is in need of maintenance
- "Shalee and walking trail are not locations I will send my children to without an adult.
- My wife won't walk the trail without a male with her and her girlfriends
- Broken glass and alcohol containers on path
- Illegal camping
- Basketball hoops with no nets
- More port-a-potties than clean stick built bathrooms.
- Laws are mowed and look good.
- I'd rather go to a school facility than a school park. Cleaner with better amenities."
- I think the Trails shouldn't have weeds and wild grass growing everywhere. The trails that go along the creek could have a little water running through them to make them beautiful in a natural way. Sage brush could be down sized a bit in a few areas. If there is a park that is to be dedicated to War Veterans it should be properly maintained and shouldn't offend the Veterans that live in Madras they should be proud to go to that memorial park.
- At Juniper Park, the sprinklers are on during our hot days making walking the trail difficult and not a good water use policy. Water after dark or before sun up to conserve water. Provide an off street bike trail somewhere please!! Our roads are

so dangerous especially for seniors. Sahalee Park is covered in dog pooh. Hire a kid to pick up? Thanks!

- Horseshoe pits at Bean Park need sand, not gravel.
- We need splash pads and plumbed bathrooms especially at the skate park. Ports potties are nasty in the heat!
- The equipment at Bean Park is old and falling apart.
- We should be able to have real restrooms open at Sahalee. Law enforcement needs to crack down on the drug use in the area
- Sahalee Park has great potential but unfortunately we refuse to use it because of the CONSTANT dirty bathrooms, drug materials found there abouts and the shady characters that are constantly hanging around the park. It doesn't appear nor feel safe for children.
- Restroom are the portion that are disappointing. Dirty for the most part, definitely NOT someplace I feel that I can use, let alone my children.
- Safety, maintenance, restrooms
- Lack of landscaping at most parks, could use more seating for parents around play structures at sahalee, and more updated swings for toddlers/babies, bathroom maintenance at parks should be better maintained and locked after hours so our transients don't trash them during the night and better patrolled during the days
- Willow Creek trail from Lutheran Church south bound needs attention, there are lots of mounds that are tripping hazards for walkers. Also frequent problems with underground water for the trees on that trail near "J&K" Street that need to be addressed.
- Better restroom facilities. Less homeless/ vagrancy
- Woodchips, sand, and dirt are all a problem with my children. They're not the most graceful and everytime we go to sahalee park the come home with slivers. I feel like these aren't the safest options at parks.
- Bathrooms either closed or not well maintained. Need more drinking fountains.
- The golf Course has continued to improve in overall condition but it still has to continue working on the overall condition. I am not educated enough to know how a facility such as the bike and skate park should be maintained, but careful attention should be paid to the need for the joint and cracking maintenance. Bean Park has been better taken care of over the last 3 or 4 years. It does have the space to be expanded. It should be done as it is often used by families as a gathering of parking spot. Sahalee Park is nice spot for the community. I am excited a splash park will be coming next year. I am pleased that a grant application has been made to get the equipment to make the park even more child friendly.

Safety

- Facilities, safety and landscaping
- "Sahalee and walking trail are not locations i will send my children to without an adult.
- My wife won't walk the trail without a male with her and her girlfriends
- Broken glass and alcohol containers on path
- Illegal camping
- Basketball hoops with no nets
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- Laws are mowed and look good.
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- Sahalee Park has great potential but unfortunately we refuse to use it because of the CONSTANT dirty bathrooms, drug materials found there abouts and the shady characters that are constantly hanging around the park. It doesn't appear nor feel safe for children.
- Safety, maintenance, restrooms
- Better restroom facilities. Less homeless/ vagrancy
- I would love to have a play area and structure that is suitable for younger children, 1-4 years old. What is available to us now is dangerous and much too hard for my young children to be able to play on. Thank you for all you are doing to hear the communities wants and needs! I am very excited to see what is to come!
- I would really like to see one or even better two small playground, family type parks kind of like the Oak St. Park, with one of them having a summer splash pool on the west side of town, so children and families don't have to cross 97 to get to nice parks. One could be toward the south end, and one farther north. It is just too dangerous to cross 4th and 5th streets on foot..
- I am afraid to do the Willow Creek Trail because of the homeless camped around there.
- It is sad to see broken light fixtures along willow creek trail! I am concerned about safety along the trails especially up by M hill and the trail towards Sonic with the homeless.
- "Restroom access and safety at Sahalee
- Restroom access at Bean Park and Junior hills "
- Skate park is a unsafe place for our community children. Too much unlawful activities going on. Needs to be an attendant or patrolled more often.
- Too many transients hang out at Sahalee park
- Homeless presence can sometimes be a deterrent for women and children.
- "I would like to see a larger play area with more equipment at Juniper Hills as well as a dog park at the east end of the park towards the frisbee golf area.
- Sahalee Park has major safety concerns for us and no place for dogs to play.
- I would like to see the walking/bike trail connect."
- Monitored, secured bathrooms needed. More playground equipment like swings and climbing features. More picnic tables.
- I wish there were more enforcement of safety on the trail system. I love walking on the trails with the stroller but I find there are areas I don't like to go by myself because transient people literally live and camp on the trails. (Specifically from B street to M hill near bowling alley and behind City shops)
- Sahalee park needs more light for security and later night use
- Frequent marijuana use in Sahalee Park; parks should be smoke-free (both cigarettes and marijuana).

Desired Additions

- I would really like to see one or even better two small playground, family type parks kind of like the Oak St. Park, with one of them having a summer splash pool on the west side of town, so children and families don't have to cross 97 to get to nice parks. One could be toward the south end, and one farther north. It is just too dangerous to cross 4th and 5th streets on foot.
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- At juniper park, the sprinklers are on during our hot days making walking the trail difficult and not a good water use policy. Water after dark or before sun up to conserve water. Provide an off street bike trail somewhere please!! Our roads are so dangerous especially for seniors. Sahalee Park is covered in dog pooh. Hire a kid to pick up? Thanks!
- Lack of landscaping at most parks, could use more seating for parents around play structures at sahalee, and more updated swings for toddlers/babies, bathroom maintenance at parks should be better maintained and locked after hours so our transients don't trash them during the night and better patrolled during the days
- Bathrooms either closed or not well maintained. Need more drinking fountains.
- There needs to be more green space in the apartments on 3rd street for people enjoy madras
- Public tennis courts would be great! The high school one's aren't always open to the public, which I don't think is acceptable. Pickle ball would be nice too. The sand volleyball court at bean park needs work. Also the play equipment at bean could be updated from the wood structure
- Madras needs an off leash dog park. I think this might help keep the mess from dogs down at other areas.
- I would like to see a dog park
- Hoping to improve paved and dirt trails for extended biking/hiking. We need more advanced trails to draw more Mt bikers to our area. We have the ability to ride year round!
- "Need more parks with play structures, green spaces on west side.
- Need improved, more restrooms, benches, picnic tables, play structures.
- Need more basketball courts, improved tennis courts."
- Sahalee Park needs the splash pad of course — but a couple more tables..Juniper needs covered picnicking and restrooms by the baseball fields and HANDICAP PARKING...a port-a-poty seasonally by the frisbee golf too..
- Need more restrooms and BBQ pits for family gatherings.
- Madras needs a dog park.
- Much of the equipment is outdated, there needs to be additional sports facilities added for older teens and adults to use. Addition of lighting may deter vandals as well.
- I would like there to be some covered playground.
- There isn't much for a toddler or young child to play on. Most of the play grounds are for older kids so it makes it hard for parents of young children
- A few parks need updated/more accessible play equipment. We would LOVE to have more public basketball/tennis courts instead of ones just at the schools.
- There are no water fountains or garbage cans available anywhere along willow creek trail. The parks don't have water available either.
- It would be nice to have a dog park
- We need a dog park in Madras
- Dog park please!!
- We need more trails in madras I think

- We need equipment that will benefit ALL ages we have nothing for Middle school aged youth not any equipment that can be used for anyone with a "disability" of any sort. Physical, Mental etc.
- More shade for the sahalee park would be great. The playground gets too hot for kids to play on in the summer. The can get burned. A couple tree to shade the place or a canopy would be great.
- It would be great if there were more seating. Elders find it difficult to sit in the grass when the limited park benches are being used. Also it would be nice to a basketball court at Bean Park and a public tennis court other than the MHS courts.
- More areas of shade and seating is desirable.
- More play structures are needed
- Would love to have newer updated playground equipment to include items for all ages. Not just the younger kids.

Community & Infrastructure Needs

- I would really like to see one or even better two small playground, family type parks kind of like the Oak St. Park, with one of them having a summer splash pool on the west side of town, so children and families don't have to cross 97 to get to nice parks. One could be toward the south end, and one farther north. It is just too dangerous to cross 4th and 5th streets on foot..
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- Sahalee Park needs the splash pad of course — but a couple more tables ..Juniper needs covered picnicking and restrooms by the baseball fields and HANDICAP PARKING...a port-a-poty seasonally by the frisbee golf too.
- Much of the equipment is outdated, there needs to be additional sports facilities added for older teens and adults to use. Addition of lighting may deter vandals as well.
- Facilities, safety and landscaping
- Safety, maintenance, restrooms
- We need splash pads and plumbed bathrooms especially at the skate park. Port-a-potties are nasty in the heat!
- Bean park needs newer equipment
- Bathrooms at sahalee need updated, bean park needs updated all the way around, we prefer to take our kids to yarrow for the simple fact it's nice and no traffic driving by like at the other parks, just needs some more play structures. Enjoy the play structures at sahalee it's just too close to speeding traffic.
- I'd say it would be a great idea if there was a paved side walk/trail from Texaco/4th street up to the M trail, or even to the end of the fairgrounds road. I have seen many people walk/run that road to get to the M trail.

- Landscaping is good at all parks. Bean park needs new play equipment as half of the structure has been dismantled. Other than that we love the parks and bike paths.
- Need more & better bathrooms.
- Crescent park is terrible. The toad needs to go, and it needs better equipment - at least a slide for goodness sakes!

Other

- "Restroom access and safety at Sahalee
- Restroom access at Bean Oak and Juniper hills "
- It would be awesome if you could post to the public when you use pesticides....I wouldn't want my child or dogs running through fresh sprayed chemicals.
- I was surprised that some of the areas that I thought were vacant lots were listed as parks.
- I didn't realize half of these places were considered parks.
- Willow Creek has a lot of homeless. Really like juniper hills walking trail

Question 4A: Please write any specific comments or concerns you have about Non-Madras Park and open space facilities in the spaces below. Consider landscaping, equipment, facilities, safety, maintenance, etc.

General comments

- Juniper hills is well maintained. Love the walking trail and disc golf
- I'm glad to see some improvements have been done to the fairgrounds in the last couple years.
- It looks good.
- I honestly have not visited the fishing pond. I have heard good things and I want to check it out but often forget it exist.
- Juniper Hills Park is a special place with nice facilities. It has a great potential for expansion yet it is important to maintain what exists already. I am very pleased that the County has secured a substantial grant to work on the ball fields and needed improvements in that area. There is a need to actively maintain the walking trail which will make it safer for the users.

Cleanliness & Maintenance

- Juniper Hills Park is a special place with nice facilities. It has a great potential for expansion yet it is important to maintain what exists already. I am very pleased that the County has secured a substantial grant to work on the ball fields and needed improvements in that area. There is a need to actively maintain the walking trail which will make it safer for the users.
- Sunshine park isn't a park it's a poorly maintained mess!
- Maintenance
- Fishing pond is great but could use a little more regular maintenance.
- Fishing pond would be great if they fish didn't taste like dirt/mud. And it needs a restroom of some sort. Juniper hills needs to keep up on the water system so that the water fountains are actually usable.
- The fairgrounds fishing pond often has a lot of trash and dog poop. Maybe it's time to have an off leash dog area in the city or county limits. Also adding a play structure, trees for shade and more grass near the fishing pond would increase usability for families with multi age children and to picnic before or after fishing.
- As previously stated the sprinkler system is problematic and not earth friendly.

- Baseball and softball fields are not well maintained. Bathrooms are not upgraded and maintained for daily use.
- "I am only slightly dissatisfied with the fairgrounds. It's a great space, but the buildings get a funky smell & need remodeling in order to be a good community space.
- Sunshine park needs murals. It looks junky, but has the potential to be a great space. I love the activities that have taken place there lately."
- Huge problem with a large number of sprinklers that cover the Juniper Hills Park walking paths. It's impossible to dodge these sprinklers!!! I quit using that park for this reason. Simple solution is to run the sprinklers during the night so the community can use the path without getting soaked.
- Our Aquatic Center is not that old and looking ran down inside and out especially the inside. Broken tiles, Windows all around need professionally taken care of. The showers look to have dirt / mold in them and need to be cleaned by a professional as well. Why is there weeds around our MAC? Why isn't there better use of the outdoor areas say picnic tables or some fun structures similar to City View Park?
- If Sunshine Park is really "Sunshine Corner downtown, it needs a lot of work.
- "Sunshine park (corner) needs some help. Concrete is breaking apart, trees are dying, weeds are overgrown. It would be nice to see someone spruce it up. Fishing pond is awesome except for the fact that it leaks. They fill and stock every year for the kids which is great but it would be nice if they could fix the leaks and keep start a warm water fish species in the pond for kids to catch. The trout they stock every year is gone within a few weeks and ones that aren't later in the hot summer start to grow bacteria because the water is shallow and can't stay cool. Stock it with blue gill, bass, crappie, perch. They would do much better in that environment."

Safety

- Never heard of central oregon rv park...lived here my whole life. Sunshine park nothing there and broken sidewalk is a hazard. Fishing pond needs more fish added. Mac needs to stop wasting money. Fairgrounds is making improvements. Juniper hills needs the road paved

Desired Additions

- The fairgrounds fishing pond often has a lot of trash and dog poop. Maybe it's time to have an off leash dog area in the city or county limits. Also adding a play structure, trees for shade and more grass near the fishing pond would increase usability for families with multi age children and to picnic before or after fishing.
- Our Aquatic Center is not that old and looking ran down inside and out especially the inside. Broken tiles, Windows all around need professionally taken care of. The showers look to have dirt / mold in them and need to be cleaned by a professional as well. Why is there weeds around our MAC? Why isn't there better use of the outdoor areas say picnic tables or some fun structures similar to City View Park?
- Juniper hills could use more shaded structures and some picnic areas. The MACs new phases they have planned would be nice to see actually happen with more outdoor space in the facility. Lighting at parks is always nice for the evenings.
- I would like to see a dog park
- Juniper Hill Park could use a few tables with benches.
- "Need more trees at RV park
- Fairgrounds needs play structures"
- We need a dog park.
- Juniper hills bathroom access not always available
- Need a dog park!

- Fishing pond could use green grass park like surroundings. And if the land near it could be turned into a nice park with playground and bathroom with cyclone fence along highway.. and parking.. I can visualize it now.
- Juniper Hills needs a dog park
- It would be great if the MAC had additional programming/classes: yoga, machines, etc.

Community & Infrastructure Needs

- Juniper hills could use more shaded structures and some picnic areas. The MACs new phases they have planned would be nice to see actually happen with more outdoor space in the facility. Lighting at parks is always nice for the evenings.
- Fishing pond.. could use green grass park like surroundings. And if the land near it could be turned into a nice park with playground and bathroom with cyclone fence along highway and parking.. I can visualize it now.
- Fishing pond would be great if they fish didn't taste like dirt/mud. And it needs a restroom of some sort. Juniper hills needs to keep up on the water system so that the water fountains are actually usable.
- Shade covers at the fishing ponds.. HANDICAPPED bathroom access....needs improvement and some covered picnicking on the out side of the Mac would be AMAZING
- Field lights at juniper hills would be nice for evening use when it's hot and in the fall when it gets s dark earlier

Other

- Juniper hills bathroom access not always available
- Tobacco free parks would be wonderful as they protect the health of people using the spaces

Question 14: Please tell us what kind of NEW parks or recreation facilities you would like.

Infrastructure Needs (bathrooms, lighting, ADA access, etc.)

- Being a disabled person I want a park I can take my family to that I can fit in the tables. Please accommodate disabled people. A walkway to a picnic table that's not grass so a wheel chair or Walker can get to. Wider seating for people to fit. Outdoor movies in the summer and fall.
- Splash park, more covered areas with seating, functioning restrooms
- A NICE Splash pad at Sahalee with Brand new Bathrooms..with camera security placed high in the trees or light poles and CHECKED 2-3 times a week with vandals prosecuted..handicap access to the grass placed covered picnicking...it's cooler in the grass
- Splash pads, covered play equipment so you don't get burned in the heat, sandboxes, covered picnic areas for parties, and plumbed bathrooms instead of nasty porta potties
- Disabled, seniors accessible, more sitting covered gathering spaces. Off leash dog parks. An indoor garden.
- Play areas with adaptive equipment, play areas for young children, splash pad, outdoor public pool, games in park areas (tetherball, horseshoes etc...) more drinking fountains.
- Trails, additional basketball courts, functional restrooms.

- Bigger parks that include an array of playground equipment, shade tables, trees, open spaces, bathrooms, covered pavilion. An outdoor amphitheater for summer concerts would be awesome. Also in the parks have things to do like basketball, bocce ball, horseshoes, etc.

Dog Park

- Disabled, seniors accessible, more sitting covered gathering spaces. Off leash dog parks. An indoor garden.
- We really need a dog park where locals and visitors can safely let their dogs run.
- Dog park, pickle ball courts would be great for seniors.
- Dog park, sand volleyball court, water structure for pets
- Dog parks
- Volleyball more for teenagers. A dog park
- Dog park
- Dog Park would be amazing! Basketball court facility would be great and upgraded softball fields.
- Dog park
- Dog park
- Dog park!
- Dog park
- Dog park! Gated or fenced so they can run and play. Need this so much for our family.
- Dog park!
- Dog park, toddler play equipment
- I would love to have a dog park in a already established park
- Dog park, splash pad
- Dog park
- Dog park! Parks placed in the most rundown neighborhoods. New developments required to provide land for parks.

Community/ Recreation Center

- Community center would be high on my list so that the community can exercise in the long winter months. Public tennis courts would also be high for our family
- My highest priority would be an indoor year round walking track!!!!safe for us active seniors. I'd be there almost every day! Also an off road paved biking trail would be great! Expanded play structures for children and basketball courts.
- Water features, art, yard/lawn games, cooking facilities, Community Center
- Rec center, outdoor pool
- Indoor community recreation center, multi purpose gym space traditional wood floor and artificial turf.
- Possibly a community center where exercise classes can be held.

Trail Expansion/ Improvement

- My highest priority would be an indoor year round walking track!!!!safe for us active seniors. I'd be there almost every day! Also an off road paved biking trail would be great! Expanded play structures for children and basketball courts.
- Trails, additional basketball courts, functional restrooms.
- I would like to see the trail system connect with more of the subdivisions in town. Small neighborhood parks in walking distance to the growing neighborhoods. At least one splash pad in town. It would be a cheaper alternative to an outdoor pool, less upkeep, and supervision.
- Mountain biking, rock climbing (indoor gym), splash pad
- Green space, Gazebos (for meetings), Running/Biking Trails, Playgrounds, Sports Fields
- Advanced Mt bike trails
- Open space with trails
- Nature trails, creative spaces for all ages, dog park.

Splash pad or Pool enhancement

- I would like to see the trail system connect with more of the subdivisions in town. Small neighborhood parks in walking distance to the growing neighborhoods. At least one splash pad in town. It would be a cheaper alternative to an outdoor pool, less upkeep, and supervision.
- Splash Pad. Eastside pathways using City/Bean Foundation lands
- Rec center, outdoor pool
- Dog park, splash pad
- Splash park, more covered areas with seating, functioning restrooms
- A NICE Splash pad at Sahalee with Brand new Bathrooms..with camera security placed high in the trees or light poles and CHECKED 2-3 times a week with vandels prosecuted..handi cap access to the grass placed covered picnicking...it's cooler in the grass
- Splash pads, covered play equipment so you don't get burned in the heat, sandboxes, covered picnic areas for parties, and plumbed bathrooms instead of nasty porta potties
- Play areas with adaptive equipment, play areas for young children, splash pad, outdoor public pool, games in park areas (teatherball, horseshoes etc...) more drinking fountains.
- "I would like to see two family oriented play and splash parks on the west side of town so residents, specially children do not have to cross the highway on foot to get to some place to play. Also an outdoor (summer0 pool and a performance center at the old west side school community center.
- "
- Splash pad, some kind of children's covered play structure with covered structures nearby for parents.
- Indoor play park would be awesome also I look forward to the splash pad. It would be nice to have a padded playground floor instead of wood chips. Also something more toddler friendly play equipment.
- Splash pad, play ground for smaller children (0-5)
- More baby to toddler play areas. A splash park.
- Need more covered and picnic areas out by old weigh station on Dalles hwy, park up in housing development above East cascade and need another park in the center of town, maybe by the Boys/Girls Club in the field behind, utilize that space and The Splash Pad would be an excellent addition to our community

- Tennis courts volley ball splash pad

Traditional park equipment (playground, picnic area, benches, etc.)

- I would like to see the trail system connect with more of the subdivisions in town. Small neighborhood parks in walking distance to the growing neighborhoods. At least one splash pad in town. It would be a cheaper alternative to an outdoor pool, less upkeep, and supervision.
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- Water features, art, yard/lawn games, cooking facilities, Community Center
- Disabled, seniors accessible, more sitting covered gathering spaces. Off leash dog parks. An indoor garden.
- Dog park! Parks placed in the most rundown neighborhoods. New developments required to provide land for parks.

Sports Fields or Courts

- bigger parks that include an array of playground equipment, shade tables, trees, open spaces, bathrooms, covered pavilion. An outdoor amphitheater for summer concerts would be awesome. Also in the parks have things to do like basketball, bocce ball, horseshoes, etc.
- Covered picnic areas, more playground equipment sports courts and resting spots on trails
- A park in Strawberry Heights, a park near the J St entrance of Willow Creek Trail, and indoor recreational facility near madras water tank.
- Tennis courts volley ball splash pad
- My highest priority would be an indoor year round walking track!!!safe for us active seniors. I'd be there almost every day! Also an off road paved biking trail would be great! Expanded play structures for children and basketball courts.
- Trails, additional basketball courts, functional restrooms.
- Community center would be high on my list so that the community can exercise in the long winter months. Public tennis courts would also be high for our family
- Indoor community recreation center, multi purpose gym space traditional wood floor and artificial turf.
- Dog park, pickle ball courts would be great for seniors.
- Dog park, sand volleyball court, water structure for pets
- Volleyball more for teenagers. A dog park

- Dog Park would be amazing! Basketball court facility would be great and upgraded softball fields.
- NICE GOLF COURSE
- Ice skating/hockey

Other

- Bigger parks that include an array of playground equipment, shade tables, trees, open spaces, bathrooms, covered pavilion. An outdoor amphitheater for summer concerts would be awesome. Also in the parks have things to do like basketball, bocce ball, horseshoes, etc.
- My highest priority would be an indoor year round walking track!!!! safe for us active seniors. I'd be there almost every day! Also an off road paved biking trail would be great! Expanded play structures for children and basketball courts.
- Play areas with adaptive equipment, play areas for young children, splash pad, outdoor public pool, games in park areas (tetherball, horseshoes etc...) more drinking fountains.
- Water features, art, yard/lawn games, cooking facilities, Community Center
- A NICE Splash pad at Sahalee with Brand new Bathrooms with camera security placed high in the trees or light poles and CHECKED 2-3 times a week with vandals prosecuted. Handicap access to the grass placed covered picnicking...it's cooler in the grass
- I have always looked at parks primary mission as places for children to safely recreate and families to gather. As a secondary mission I see parks as providing larger organized recreation, physical exercise opportunities and community gathering potentials. The first of the parks should be spread throughout the community to be readily available and the second should be fewer in number, larger, well maintained and easily reached. For those that enjoy hiking the City should give some consideration to the development and preservation of hiking and biking trails which can be preserved but in harmony with future community development. Safety is a concern that is interwoven in every such development.
- Anything nice for kids
- An indoor, secular, community center of some kind. A safe place where anybody can come and interact with other community members. Sort of like a Kids Club/Library/Senior Center/Elks Lodge combo.
- "Interactive art and natural space in the downtown area.
- I also marked the space by Oak Park - it wouldn't be new, but it needs some serious love. I would fix the parks we have before adding new ones. We need to be able to maintain and improve on what we currently have."
- Outdoor entertainment capabilities, a music venue for families.
- Padded ground for safety, park focused on young children four and below with learning and music features. Use Sam Johnson Park in Redmond as an example of what all parks in Madras should emulate.

Question 17: Do you have any additional comments or suggestions about how to improve Madras parks and recreation facilities?

Positive Comments

- It would be great to have a play structure that is suitable for toddlers, 1-4 year olds. It would be nice to have a rubber floor around the play structures instead of the bark that is there now. Thank you for asking for the communities input! I'm very excited to see the outcome!

- I believe that the current parks are well maintained. I'll always be in favor of adding more places that friends and families are able to grow and bond. Spaces that the people are able to come together and enjoy time together, will give our citizens a sense of belonging and create a stronger community.
- We actually have a great park system. It needs updated things but all in all very nice for this little town. I think were getting to the point where we need to look at creating a park and recreation district. Funding for parks in the City is very limited on City funds as it has to compete with everything else the City has to do (roads, police, airport, water, sewer, golf course). If we were to pull that away the tax dollars in the City would go further in the above priorities and the park maintenance wouldn't be so financially strapped.

Park Additions

- It would be great to have a play structure that is suitable for toddlers, 1-4 year olds. It would be nice to have a rubber floor around the play structures instead of the bark that is there now. Thank you for asking for the communities input! I'm very excited to see the outcome!
- I believe that the current parks are well maintained. I'll always be in favor of adding more places that friends and families are able to grow and bond. Spaces that the people are able to come together and enjoy time together, will give our citizens a sense of belonging and create a stronger community.
- This is the desert and we need access to as much indoor/water recreation as possible. Strawberry Heights is also a very crowded neighborhood and would benefit from a wide open green space for kids to play.
- "Splash pad at Sahalee..
- Shaded picnicking at Juniper
- Better handicap access..
- You can't push a wheelchair or walker in grass"
- I think that more should go into Cowden and Oak parks. Also Sahalee park could use some additional BBQ pits and picnic tables. It also could use a place for entertainment like a stage or something.
- "Dog park/pickle ball courts."
- I feel the lack of water access at parks is a barrier to use and health concern.
- I do think that a dog park would be greatly appreciated by our community. I also think that a nice sports center would be a great addition to our community and would give our youth a place to spend their time, instead of wandering the street.
- Dog park, more trails throughout the different areas of Madras so I don't always have to drive to go walking on a trail. Maybe a big trail kind of like Portland's Springwater trail? But less homeless camps.
- Dog park, dog park, dog park!

Maintenance & Operations

- Splash pad at Sahalee
- Shaded picnicking at Juniper
- Better handicap access
- You can't push a wheelchair or walker in grass"
- BETTER GOLF COURSE
- "Please get what you have under control. Don't ask for more money until this happens.
- Make safety a priority instead of just talk."
- Improve paved walking paths for handicap patrons

- "Get the local schools, 4h clubs, & artist involved in creating works of art (murals, playable sculptures, artistic splash pad). Not only will our parks have more visual appeal, community involvement (particularly among the youth) will instill a sense of ownership and pride, leading to higher use of parks and less vandalism.
- We also need more City & County sponsored free community events in our parks. Again, this builds community pride & increases park usage which will decrease crime and vandalism in parks (its harder to sell & use drugs in parks that are consistently in use)."
- Update the golf course, it could be a very nice addition to the community as it is a beautiful venue. A restaurant would be nice but the quality of the course needs to be addressed. Dead grass is not appealing.

Programming & Publicity

- "Get the local schools, 4h clubs, & artist involved in creating works of art (murals, playable sculptures, artistic splash pad). Not only will our parks have more visual appeal, community involvement (particularly among the youth) will instill a sense of ownership and pride, leading to higher use of parks and less vandalism.
- We also need more City & County sponsored free community events in our parks. Again, this builds community pride & increases park usage which will decrease crime and vandalism in parks (its harder to sell & use drugs in parks that are consistently in use)."
- Not sure if you have any say in it, but, bring back the Collage of Culture. It was one of my fondest memories of childhood. There are so many proud heritages that make up our wonderful town and our kids should grow up knowing about them.

Safety

- Splash pad at Sahalee
- Shaded picnicking at Juniper
- Better handicap access..
- You can't push a wheelchair or walker in grass"
- "Please get what you have under control. Dont ask for more money until this happens.
- Make safety a priority instead of just talk."
- Need to have bathrooms better patrolled to keep transients out and lock up at dusk for the same reason, keep them safe for our children and clean
- I think our community has a lot of resources for parks and recreation, I just wish they were more safe! Sadly our trails are overtaken by bums who live on/near them and our downtown parks often have creepy people hanging around. In a perfect world I would love to suggest working restrooms but I can understand how maintenance and upkeep with that can be nearly impossible with transients and vandalism.

Other

- Look at Bend and Redmond for ideas
- Keep homeless/tent people away.
- Nothing further.. to be considered a park, I think we could set a standard.. such as must have a picnic table..... and /or... a play area, etc.. just saying...
- When distinguishing indoor and out door activities, I tended to evaluate the relatively wonderful weather we enjoy,even in the winter, to keep things that are usually outdoor as outdoor endeavors. Some might take exception to that approach.

Facebook Comments

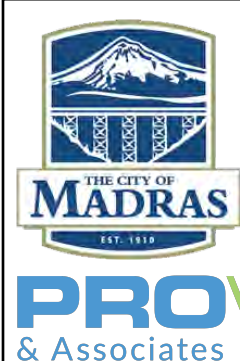
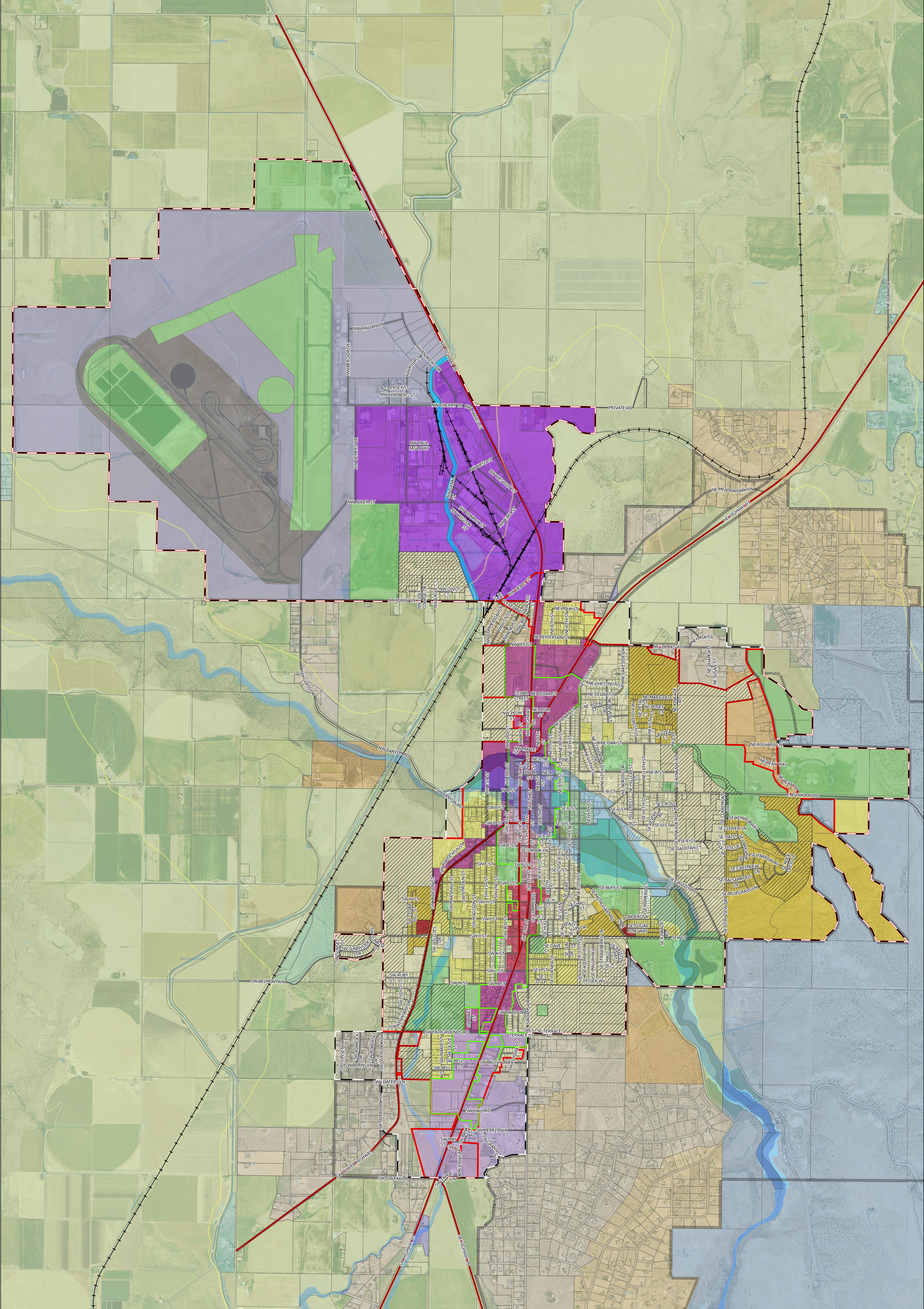
- Keep the basketball court (upgrade it). It's well used and brings a lot of people together. ... 2) expanded picnic and nature area. The playground really needs to be fixed up. Open dog area would be terrible as local preschools take their kids there.
- Most people take their dogs to the baseball fields at Juniper Hills, so it would be really nice to have a designated dog park there! Madras is so ready for a dog park.
- Cover and light the B- ball court! Remember the University women knocked the socks off at Nationals for 3 pointers 3 years in a Row!
- I would really like a dog park but I don't think that's the right place. Property near town is easily accessible for moms and kids and public events. A dog park would be great nearby though!
- Keep basketball court. So many use that. Off leash dog park ok. I don't take my dogs to parks but others might use it. Extended nature area in Bean Park sounds good. Dog park somewhere else. But divided for small dogs and large dogs.
- Keep the basketball court. To elaborate. I do think an expanded park would be cool but the basketball court is JUST as important. There's a lot of youth/adults that play there and when they play they're staying out of trouble. It's something FREE for them to do with friends and have fun. Getting rid of the basketball court would seriously be a miss and a shame.
- A lot of people use the basketball court, we should keep that, because it's in a nice central area in town. I REALLY think we need a designated dog park though! We love taking our dogs with us, and it would be great if we could have somewhere that we can actually have them off-leash.
- Larger play ground and off leash dog park!
- Keep the basketball court
- BASEBALL COURT! My son plays there all the time
- Keep the basketball court and upgrade it.
- Upgrade basketball court with lights! Much needed!
Dog park would be great in a fenced area.
- Keep basketball court! I see ppl there all the time
- I think the basketball court because it's going to be expanded enough having the splash pad there and also putting bean park as an unleashed dog park I think is a great idea... I just wish there is a way to keep the bums away from the parks and a way to enforce the no smoking rule in park because I get sick of taking my children there and having to leave because of rude adults thinking it's OK to smoke around my children and all the drunk bums that like to hang out at shahaylee Park
- Keep and expand the basketball courts they are used a lot. Off leash dog park would be great too.
- Keep the courts and save Bean Park!! It's our favorite!!! No dog park! I'm a dog owner and lover and have plenty of places to bring my dogs.
- I agree keep the basketball courts. Dog park is needed. Also need to fix the playground equipment at Bean Park.
- Pet discrepancy areas, water availability for all means real true human thoughtfulness. No bathroom shutdown signs ever. Bike and trail upkeep. Tree and brush signs. Area legends Indigenous.

- I forgot to put mention in my survey that water fountains around town and in the parks and more trash cans along trails, in the parks, and downtown would be fantastic.
- We need to get a splash pad in Sahalee Park, and a dog park area in Juniper hills. Our parks could also use a bit more art (I always want more art). Also, Sahalee Park has an amazing pavilion that is so under utilized its sad. Community concerts!
- I agree a splash pad would be great. Also non smoking as well. I know a lot of people might be mad but our children do not ask to be exposed to second hand smoke. Also bathroom updates.
- The first year I moved here Sahalee had free concerts in the park Friday evenings and we loved it! Also, we have one film in the park every year but more would be great! Especially since the library doesn't put on their free films during the summer months.
- A holiday film with hot chocolate!!!!
- I think a citizens 'beautification brigade' (for lack of a better name) composed of residents, retired folks and High School FFA,4H, Scouts or kids needing to assist with "green" projects would be cool. They could assist the City of Madras public works department with maintaining flower displays (planting, fertilizing and deadheading throughout the season) picking up trash etc. Imagine what a group like this could do down at our Fairgrounds? Other communities have such groups and it could be a win-win. Here's the closest example I can find, in La Pine: <http://cascadepublicnews.com/la-pine-volun&teers-put-shine.../>
- Off leash dog area!!!!!!
- Keep the Basketball court. I see people on occasions playing Basketball, anything to to keep one being positive is great! Can't you just do both??
- Bean park should become an offleash dog park! Please, our Community would benefit from one! We have several parks for one to enjoy, but no dog parks!! The closest one is in Bend. PLEASE, A DOG PARK!!!!
- I believe that our community needs to retain options for teenagers (basketball courts) to encourage productive/fun activities/athletics. The location, so close to the edge of the park, is not ideal, however, I'd rather it stay and provide an option for the older kids than be removed.
If it is removed, is there a plan for some sort of alternative?
- Refurbish the basketball court at sahalee an turn bean park into a off leash dog park PLEASE!!!
- The basketball courts at Sahalee park are used a lot. We need to keep them for the community!
Dog parks are a disaster!
- Sahalee Park's basketball courts are well used so I'm not sure why tearing them out would be a consideration. Parks should be for all ages to enjoy, not just families with little kids. Teens and adults need active space as well.
- While more play space is desirable, it shouldn't be either or. Add a splash pad and improve on the courts.
- As for the dog park, Bean park isn't a great option. Why not Juniper Hills park?
- I'm an Alcohol & Drug Mentor/Counselor and I work for our town/community. In my professional opinion, if you take this court away, you will be taking some people's ONLY outlet away. Not only for adolescents and adults in recovery but in

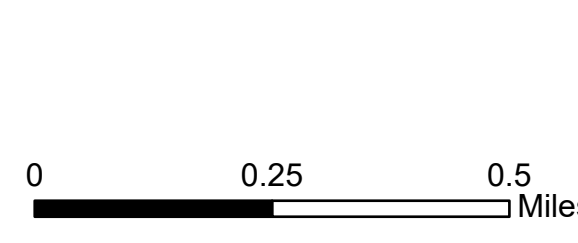
general. Basketball is a way of life for many. I feel you will be making a HUGE mistake if you take this court a way. I feel Not only should you keep it, you should invest into it and make it better. Perhaps redo the asphalt, better hoops and lights. "Skaters" have a nice place to skate (with lights) "Soccer players" have nice fields to play on as well as "Football players". Nice tennis courts (with lights) for "tennis players". Even "Golfers" have a nice course to golf on. I say KEEP the court and invest in making it better.

- I'd choose to expand the playground at Sahalee Park and add a dog park at Bean Park
- Keep the basketball court. Go with the splash pad concept that includes it!
- 1) Basketball courts are used a lot at Sahalee by older kids and adults so I think they should stay. I do like the expanded park for kids but I think updating equipment and rubber flooring and shade is sufficient instead of removing the sport court.
2) I think Madras needs a fenced dog park somewhere and currently that space above Bean Park is not used so makes sense for dog park. Updating equipment and picnic area should be priority #1 because it's almost all broken/old. It's the closest park to my family so we use it all the time and walk there. I would like an entrance path to access the park from the top so we don't have to walk a block further to busy "B" street when my kids are on bikes and strollers (usually we just go through the dirt and weeds to get to the park from "A st" but a paved or gravel path walk/bike entrance NEXT to the dog park fence would be ideal.
- 1) The basketball court absolutely needs to be relocated—whether to another part of Sahalee or to another park, it doesn't matter.
 - A) It's physically a danger to have large, heavy balls go flying into a playground of small children. I'm not sure how this plan was approved in the first place. There is no boundary between play areas.
 - B) The basketball players are not family appropriate. That's putting it kindly. Not only are players (teenagers and adults alike) shouting profanities at each other while families with small children are present, but the court also draws transients as spectators. I'm a Marine. I will go tell players to watch their mouths and creeps to go somewhere else. A lot of people, especially moms, don't feel safe doing that. As a matter of safety and comfort (not to mention the impressions of visitors to Madras who stop by the playground), the court needs to go.
- 2) Dog parks are primarily a draw for childless young professionals. That's why Bend and other largely progressive areas feature them prominently. I understand Bean needs some serious renovating and that a dog park is a cost effective use of a public space, but families are heavy users of that park. I see large groups picnicking there all the time. Additionally, per square footage, it's the best shaded park we have, which is hugely important in our climate. If we converted it, we would literally be throwing our single coziest, shadiest park to the dogs. That would be a shame. The very fact we'd have to tear down gorgeous trees should have raised alarms when the idea was proposed.
- Do not add dog park. Madras already is having issues with Parvo.
- I would hate to see the basketball court go at Sahalee Park but i do think redoing the playground at Bean Park would be fantastic, if not then putting up a dog park would be a good idea also.

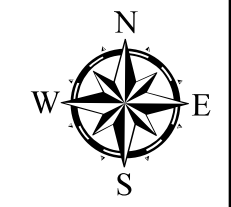
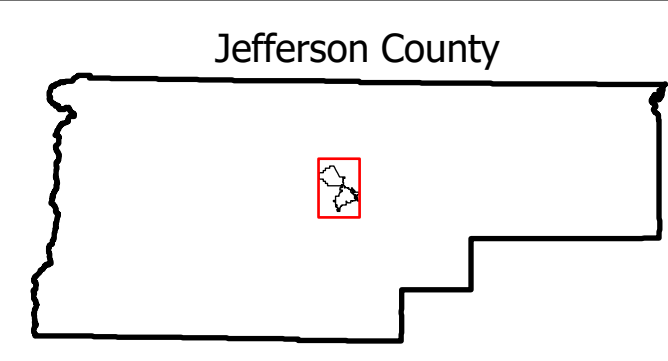
- Our family would love to have a dog park at Bean Park!
- There is room for both basketball and play equipment to be expanded! I see them being used all the time! Bean Park is too small for a dog park, especially for big dogs who need to run. Why not use the undeveloped area at Juniper Park? Lots of room there!
- We need a dog park. It would really be nice to have this feature in our community and not have to travel to Redmond or Bend.
- Dog park please! What a wonderful thing for everyone!
- Dog park, dog park, dog park! Bean Park will still have areas for kids to play but now families with furry kids can enjoy it too!
- 1) leave the basketball court at Sahalee. Lots of teenagers and adults use that.
2) don't turn bean park into a dog park. That is the best shade park for little kids to run. There isn't a lot of transient people at that park like Sahalee. All my friends with kids prefer to have birthday parties here. If people really want a dog park work with the county to put it at Juniper Hills. There is a lot of dog activity there. Please don't take Bean Park away!
- 1) Keep the basketball court (upgrade it). It's well used and brings a lot of people together.
2) expanded picnic and nature area. The playground really needs to be fixed up. Open dog area would be terrible as local preschools take their kids there.
- Please do not get rid of the basketball court. If anything you guys should attempt to add one more court. A lot of people who play have to wait in line to play because there is only one court. I know of a handful of at risk youth who fill their time playing basketball rather than run the streets and get in trouble. They don't have much money either so basketball is a great alternative for FREE. We need to remember our at risk youth and that prevention starts with giving them places to fill their time.
- That basketball court at Sahalee Park keeps a lot of kids out of trouble. There are always kids/adults playing there. I think rather than remove it you guys should upgrade it. Made the court nicer/bigger.



Madras Comprehensive Plan & Zoning Map



- | | | |
|--|--|--|
| <ul style="list-style-type: none"> Highway Local Private Railroads Flood Zone - 500 Year Q3 Flood Zone - 100 Year Q3 Medical Overlay Taxlots City Limits Main Canal HURD MURD Urban Growth Boundary Urban Reserve Area | <ul style="list-style-type: none"> Community Commercial (C3) Corridor Commercial (C1) Downtown Commercial (C2) Neighborhood Commercial (NC) Single-Family Residential (R1) Multiple-Family Residential (R2) Planned Residential Development (R3) Industrial (I) Large Lot Industrial (LLI) Airport Development (AD) Mixed-Use Employment (MUE) Open Space (OS) | <ul style="list-style-type: none"> County Zoning A1 County Zoning RL County Zoning RR10 County Zoning ERD County Zoning RR2 County Zoning RRS County Zoning IR County Zoning MUE |
|--|--|--|



CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **CITY OF MADRAS ENGAGEMENT LETTER FOR AUDIT OF THE FINANCIAL STATEMENTS**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Approve the City of Madras Engagement Letter with Singer Lewak for Audit and Nonaudit services for June 30, 2024.

OVERVIEW:

The engagement letter is for Singer Lewak services, which includes the city's audit and single audit for June 30, 2024, and nonaudit services including drafting the financial statements, proposing conversion entries for full accrual accounting, and submission of data collection form.

STAFF ANALYSIS:

The engagement letter confirms acceptance and understanding between Singer Lewak and the management team pertaining to responsibilities for the June 30, 2024, Audit and Single Audit, and nonaudit services.

FISCAL INFORMATION:

The professional fees for the services are \$40,110 for the financial statements audit and \$5,500 for Single Audit and budgeted in the general fund.

SUPPORTING DOCUMENTATION:

Singer Lewak Engagement Letter for the City of Madras

STRATEGIC GOAL:

June 25, 2024

Mayor and Members of the City Council
City of Madras
Madras, Oregon

The Objective and Scope of the Audit of the Financial Statements

You have requested SingerLewak LLP (“SingerLewak”, “we”, “us”, or “our”), audit the City of Madras’s (the “City”, “you”, or “your”) governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ending June 30, 2024, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“U.S. GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

Accounting principles generally accepted in the United States of America, (“U.S. GAAP”) as promulgated by the Governmental Accounting Standards Board (“GASB”) require that certain information, as listed below, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with auditing standards generally accepted in the United States of America, (“U.S. GAAS”). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information or consistency with management's response to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of the Proportionate Share of the Net Pension Liability
- Schedule of Contributions

- Schedule of Proportionate Share of the Net Other Postemployment Benefits Liability (Asset) – Oregon Public Employees Retirement System
- Schedule of Contributions – Oregon Public Employees Retirement System
- Schedule of Changes in the City's Total Other Postemployment Benefits Liability and Related Ratios

We will subject the following RSI to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the RSI to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAP. We intend to provide an opinion on the following RSI in relation to the basic financial statements as a whole:

- General fund budgetary schedules
- Major special revenue funds budgetary schedules

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and additional procedures in accordance with U.S. GAAP. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole.

- Combining Statements
- Individual Fund Schedules
- Schedule of Expenditures of Federal Awards

Also, the document we submit to you will include the following other additional information that will not be subjected to auditing procedures applied in our audit of the basic financial statements:

- SEC Rule 15c2-12 Post Compliance Reporting

You have also requested that SingerLewak perform the audit of the City as of June 30, 2024 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, the U.S. Office of Management and Budget's ("OMB") Compliance Supplement, and the Minimum Standards for Audits of Oregon Municipal Corporations (“Minimum Standards”). Those standards and the Uniform Guidance require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, and the Minimum Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the City and its environment, the applicable financial reporting framework, and the City's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the City's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Mayor and Members of the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the RSI which U.S. GAAP require to be presented to supplement the basic financial statements.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor’s report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor’s report thereon.

The Mayor and Members of the City Council is responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and Members of the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2024;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs; and
5. A report on the City's compliance with the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

Upon issuance of our written report, we will upload the financial statements and our report to the RIVIO Clearinghouse ("RIVIO"). It is the responsibility of management to verify and validate the written report submitted through RIVIO, to designate third party recipients, and to authorize release of the written report and related financial statements to the designated third-party recipients.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kate Knop, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services

In connection with our audit, you have requested us to perform the following nonaudit services:

1. Drafting the financial statements
2. Proposing conversion entries for full accrual accounting, for financial reporting purposes only, based on information provided by management
3. Submission of data collection form

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that Kate Knop, Finance Director possesses suitable skill, knowledge or experience and that the individual understands the nonaudit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the City of Madras agrees to the following:

1. The City of Madras has designated Kate Knop, Finance Director as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Kate Knop, Finance Director will assume all management responsibilities for subject matter and scope of the non-audit services;
3. The City will evaluate the adequacy and results of the services performed; and
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees and Costs

Our professional fees for the services described above are \$40,110 for the financial statements audit and \$5,500 for Single Audit, and are based upon the value of the services performed and the time required by the individuals assigned to the engagement.

Consultations related to accounting matters will be limited to five hours per year, and any excess time incurred will be billed separately and at standard rates.

Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. One major program determined and tested during the Single Audit
6. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

The payment schedule for the aforementioned services is as follows:

First progress billing	July 1, 2024	\$	15,203
Second progress billing	Completion of Fieldwork		15,203
Final billing	Delivery of Audit		15,204
Total		\$	<u>45,610</u>

Upon our notice to you, we reserve the right to cease all work on your account(s), regardless of the nature of the work, for your nonpayment of delinquent balances owed to us. Such cessation will continue until your account or accounts are brought current. If it should become necessary to assign your account(s) for collection, you will be responsible for attorney fees and costs, as well as for interest at the legal rate.

Use of Third-Party Products

We may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent SingerLewak gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the City shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product. The City agrees to indemnify and hold SingerLewak harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of SingerLewak. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of SingerLewak's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by SingerLewak for the City under this Engagement Letter, or any documents belonging to the City or furnished to SingerLewak by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable SingerLewak policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in SingerLewak's form. SingerLewak reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of SingerLewak. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by

the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of SingerLewak audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

The City and SingerLewak both agree that, except as provided below, any dispute over fees charged by SingerLewak to the City will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final; however, SingerLewak shall have the option to have any dispute that is within the jurisdiction of Small Claims Court heard in said court. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE AND JURY AND INSTEAD IS ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

Because SingerLewak will rely on the City and its management and Mayor and the Members of the City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release SingerLewak and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

THE CITY AND SINGERLEWAK AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY SINGERLEWAK OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL SINGERLEWAK OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO SINGERLEWAK UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO SINGERLEWAK UNDER THIS ENGAGEMENT LETTER.

Confidentiality

SingerLewak and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, SingerLewak and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, SingerLewak is permitted to disclose the City's Confidential Information to SingerLewak's personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the City consents to SingerLewak: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the City, or otherwise obtained by SingerLewak, in connection with the services provided under this Engagement Letter, to provide the City with professional services under any other professional services agreement the City enters into or has entered into with SingerLewak; and (ii) using any information or data provided by or on behalf of the City, or otherwise obtained by SingerLewak, in connection with professional services provided by SingerLewak under another professional service agreement SingerLewak has entered into with the City, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the City.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

Data Protection Compliance

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”), classified, marked or unmarked controlled unclassified information (“CUI”) subject to the National Industrial Security Program Operating Manual (“NISPOM”) or the Defense Federal Acquisition Regulation Supplement (“DFARS”), or export controlled data subject to Export Administration Regulations (“EAR”) or International Traffic in Arms Regulations (“ITAR”). Unless otherwise expressly agreed upon and specified in writing by SingerLewak and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

SingerLewak and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Information Security – Portal Access and Use

SingerLewak will create individual logon accounts for those City employees who need access to iChannel, RIVIO, and Suralink (the “Portals”). Each account will have access only to those document areas requested by the City. (SingerLewak strongly recommends the City establish a policy that logon information not be shared with others.) In order to maintain security, the City agrees to designate a single individual as the authorized person to contact the Firm to request employee logons. The initial designee is Kate Knop, Finance Director. All initial logon information will be transmitted to the designee by e-mail and passwords will then be changed by the City’s employees.

The City acknowledges that the use of username and password is an adequate form of security. The City is solely responsible for (1) authorizing, monitoring, controlling access to, and maintaining the strict confidentiality of each employee’s username and password; (2) not allowing another person to use an employee’s username or password; (3) any charges or damages that may be incurred as a result of the City’s neglect to maintain the strict confidentiality of an employee’s username and password; and (4) promptly informing SingerLewak in writing of any need to deactivate a username due to security concerns or otherwise. SingerLewak is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or the City’s authorization to allow another person or entity to access and use the Portals using an employee’s username or password. The City shall immediately notify SingerLewak of any unauthorized use of an employee’s username or password and any breach of confidentiality. Until SingerLewak receives this notification from the City, the City will be held liable for any harm ensuing from the use of an employee’s username on the Portals.

The City agrees to notify SingerLewak via email at bbingenheimer@singerlewak.com in writing when an individual logon account is to be terminated. SingerLewak will make every effort to confirm and terminate access within 5 business days. However, the City cannot be assured that access has been terminated until the City receives an email confirmation of termination.

You agree that SingerLewak has no responsibility for the activities of RIVIO and Suralink and agree to indemnify and hold SingerLewak harmless with respect to any and all claims arising from or related to the operation of RIVIO and Suralink.

Personal Information

As used herein, the term “Personal Information” means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Where we are acting as a service provider under the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations (“CCPA”), we (i) will not Sell or Share (as those terms are defined by the CCPA) any Personal Information received from the City; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Engagement Letter, including to provide Personal Information to advisers or sub-contractors, to maintain or provide the services provided under this Engagement Letter, or to the extent such disclosure is required by law. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer’s (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional or ethical standard. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

Mayor and Members of the City Council
City of Madras
June 25, 2024
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You may terminate this Engagement Letter for any reason upon fifteen (15) days prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of SingerLewak, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the City acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the City or an individual to be identified by third parties without your prior written consent.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the City that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

SingerLewak LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of you employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The City shall not knowingly cause SingerLewak to violate any sanctions applicable to SingerLewak. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the City to SingerLewak shall also be sent to the following address: Chief Operating Officer, SingerLewak LLP, 10960 Wilshire Boulevard, Suite 1100, Los Angeles, CA 90024. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between SingerLewak and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.


Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

SingerLewak LLP



Brad Bingenheimer, Partner

Confirmed on behalf of the City of Madras:

Will Ibershof, City Administrator

Date

Report on the Firm's System of Quality Control

March 10, 2023

To the Partners of SingerLewak, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of SingerLewak, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of SingerLewak, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. SingerLewak, LLP has received a peer review rating of *pass*.



CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject:

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that we approve the City Vouchers for June 2024.

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

Check Register - City Council Report for June 2024

STRATEGIC GOAL:

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

Check Issue Date	Payee	Description	Check Amount
06/05/2024	1859 Infrastructure	Apron/Fencing Improvements	422,684.40
06/26/2024	1859 Infrastructure	Apron/Fencing Improvements	370,834.20
06/19/2024	K3 Construction	Pave 10th street J Street to Buff Street	144,000.00
06/26/2024	SAIF CORPORATION	Annual 2024-2025 Workers' Comp Premiums	91,925.24
06/19/2024	2KG Contractors, Inc.	Retainage	73,985.47
06/19/2024	CENTURY WEST ENGINEERING CORPO	Apron/Fencing improvements Task Order #5	62,141.74
06/19/2024	2KG Contractors, Inc.	Homeless shelter	59,762.00
06/05/2024	CENTURY WEST ENGINEERING CORPO	Apron/Fencing improvements Task Order #5	49,798.24
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	22,358.32
06/05/2024	CENTRAL OREGON INTERGOVERNMENT	CET Services - ODOT pass thru Jan-Mar 2024	20,158.00
06/19/2024	PACIFIC POWER	Electric bill - May 2024	19,844.35
06/26/2024	BRYANT LOVLIE AND JARVIS PC	Bryant, Lovlien & Jarvis - Legal - April 2024	18,275.00
06/05/2024	PACIFIC POWER	Electric bill - April 2024	18,255.47
06/26/2024	BERG AIR LLC	Berg Air commissions due-May 2024	16,289.21
06/19/2024	Cloud Crest Homes, LLC	Willowbrook Park agreement	14,000.00
06/05/2024	541 Properties LLC	Sewer Easement	13,215.00
06/05/2024	ECONOMIC DEVELOPMENT FOR CENTR	EDCO Marketing Assistant January 2024-March 2024	13,071.68
06/19/2024	JEFFERSON COUNTY SHERIFF	Dispatch Fees - May1 2024	12,588.50
06/05/2024	GreenWorks, PC	Hoffman Park design	12,542.50
06/26/2024	K3 Construction	Helibase Paving- Final	11,786.52
06/05/2024	BERG AIR LLC	Berg Air commissions due-April 2024	10,024.08
06/19/2024	Jared & Hannah Diesel Overhaul, LLC	PO# 11770 Street Sweeper Transmission Replacement	9,879.43
06/07/2024	US Bank	CH-Office Masters- 11 office chairs PO#11411	8,962.80 M
06/05/2024	New Grass LLC	Refund of SDCs for BP-23-069	8,270.94
06/19/2024	PACIFIC POWER	Electric bill - May 2024	8,057.56
06/26/2024	A R Construction and Remodeling	PO# 11769 concrete work	7,915.00
06/05/2024	PACIFIC POWER	Electric bill - April 2024	7,875.59
06/19/2024	GreenWorks, PC	Hoffman Park design	7,395.50
06/19/2024	All Traffic Solutions Inc	Speed Radar Signs (2) PO #11558	7,317.52
06/19/2024	BRENNTAG PACIFIC INC	Sodium Hypochlorite: 1811.00 Gal & Surcharge	6,827.47
06/05/2024	BERG AIR LLC	Monthly Airport Management - June 2024	6,820.00
06/07/2024	US Bank	RV-SINGER LEWAK - FY 22-23 City Audit	6,740.00 M
06/26/2024	K3 Construction	Helibase Paving	6,273.80
06/26/2024	SINGERLEWAK	2022-2023 Proffessional services Audit	6,000.00
06/05/2024	Landscapes Rodriguez LLC	Landscaping -May1 2024	5,660.00
06/05/2024	Central Oregon Pave and Seal	Pot hole patchingfinish 11th street & part of 10th PO#11782	5,000.00
06/19/2024	ECONorthwest	Housing needs analysis	5,000.00
06/19/2024	Pro West and Associates Inc	PO#11372 - 32 hours support	5,000.00
06/05/2024	Limitless Solutions USA	Aid in grant writing of solar project at SWWTP PO#11556	4,900.00
06/05/2024	Limitless Solutions USA	Aid in grant writing of solar project at SWWTP PO#11556	4,900.00
06/07/2024	US Bank	NS-Cascade Container - Shipping Container for Storage of pe	4,750.00 M
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	4,238.41
06/26/2024	Terry W Stone	PO #11641 Trench Shoring	3,310.88
06/05/2024	Landscapes Rodriguez LLC	Landscaping - April 2024	3,190.00
06/07/2024	US Bank	CH-Central Electric April 2024	3,131.47 M
06/19/2024	Central Oregon Pave and Seal	Seal Coat Bean Park parking lot PO#11784	3,000.00
06/19/2024	JEFFERSON COUNTY PUBLIC WORKS	May 2024 fuel usage -643.70 g UL 191.50 g Diesel	2,994.96
06/19/2024	2KG Contractors, Inc.	Reimbursement from DAS Funding	2,988.10
06/26/2024	APW Distributing Inc	PO#11559: fan for South Hanger	2,887.00
06/05/2024	JEFFERSON COUNTY PUBLIC WORKS	April 2024 fuel usage - 560.20 g UL 136.20 g Diesel	2,578.66
06/05/2024	COVE ELECTRIC INC.	City Hall- Power for Cubicles PO#11783	2,577.00
06/19/2024	Rip Q Signs and Graphics LLC	Aluminium signs	2,574.00

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
06/26/2024	BEND RIGGING SUPPLY LLC	rigging Slings for both trucks PO#11787	2,551.60
06/05/2024	DESCHUTES VALLEY WATER DISTRICT	1/2 pavement cost Romero Ct	2,500.00
06/19/2024	PACIFIC POWER	Electric bill - May 2024	2,459.10
06/19/2024	D Arrow Mgmt, LLC	Excavator Rental -Homeless camp cleanup	2,355.25
06/05/2024	FAZIO BROS. SAND CO., INC.	63.09 tons top dressing sand	2,348.85
06/05/2024	CENTRAL OREGON INTERGOVERNMENT	CET Services - Local Match Jan - Mar 2024	2,307.00
06/19/2024	Cascade Integration and Development Inc	Scada support	2,290.29
06/05/2024	Dry Canyon Construction & Excavation LLC	Cedar Street storm improvements	2,214.00
06/26/2024	CARSON OIL COMPANY	CV 1000-55 Gal Delo 400-77 Gal	2,213.55
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	2,193.18
06/19/2024	CENTURY WEST ENGINEERING CORPO	Infield paving design professional task order #7	2,074.38
06/05/2024	CASCADE COLUMBIA DISTRIBUTION	Nalco 71306 Drum	1,906.18
06/07/2024	US Bank	RV-Central OR Heating - inv#177579232 - PO#11778 - servic	1,828.98 M
06/07/2024	US Bank	RV-Central OR Heating - inv#177579232 - PO#11778 - servic	1,828.97 M
06/05/2024	PACIFIC POWER	Electric bill - April 2024	1,727.66
06/19/2024	PACIFIC POWER	Electric bill - May 2024	1,726.31
06/19/2024	PACIFIC POWER	Electric bill - May 2024	1,726.31
06/07/2024	US Bank	RV-SINGER LEWAK - FY 22-23 MRC Audit	1,700.00 M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	1,699.27
06/05/2024	COVE ELECTRIC INC.	Track extension cords heat trace	1,687.20
06/05/2024	PACIFIC POWER	Electric bill - April 2024	1,619.87
06/26/2024	KIDS CLUB OF JEFFERSON COUNTY	FY23-24 Community Grant Funding	1,572.70
06/19/2024	PACIFIC POWER	Electric bill - May 2024	1,561.63
06/07/2024	US Bank	RV-Caselle Inc. - Contract Support/ Maintenance - May 2024	1,509.00 M
06/07/2024	US Bank	RV-Caselle Inc. - Contract Support/ Maintenance - June 2024	1,509.00 M
06/07/2024	US Bank	CF-Home Depot- Shelving units for shop	1,494.00 M
06/05/2024	PACIFIC POWER	Electric bill - April 2024	1,472.20
06/05/2024	PACIFIC POWER	Electric bill - April 2024	1,472.20
06/19/2024	SIEMENS INDUSTRY, INC.	Security system repair-card system error	1,465.00
06/07/2024	US Bank	SB-Wilbur Ellis-Seed	1,434.72 M
06/05/2024	Metereaders, LLC.	Water meter reads - May 2024	1,400.00
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	1,399.40
06/05/2024	Cascade Integration and Development Inc	Scada support	1,392.54
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	1,390.94
06/07/2024	US Bank	CH-HA McCoy-Hoffman Park and 10th street Design	1,350.00 M
06/05/2024	Covenant Technology Solutions, Inc.	desktop pc @ airport	1,327.18
06/05/2024	Clean Rite Janitorial & Pressure Washing	Services through May 20, 2024	1,250.00
06/07/2024	US Bank	RV-Core & Main - part for H Street Apts	1,250.00 M
06/26/2024	Clean Rite Janitorial & Pressure Washing	Services through June 23, 2024	1,250.00
06/07/2024	US Bank	JE-Les Schwab's- Front tires for Ford tractor	1,234.80 M
06/19/2024	BEST CLEANERS AND RESTORATION LLC	Warming Shelter water leak repair	1,228.14
06/19/2024	Covenant Technology Solutions, Inc.	PD Cloud Services June 2024	1,183.00
06/05/2024	BEND RIGGING SUPPLY LLC	Annual mechanics truck inspections	1,174.60
06/19/2024	Global Grant Services	Grant management support - May 2024	1,166.67
06/19/2024	Global Grant Services	Grant management support - May 2024	1,166.67
06/19/2024	Global Grant Services	Grant management support - May 2024	1,166.66
06/26/2024	BMS Technologies	May1 2024 billing and June 2024 Prebilling - sewer acct	1,163.09
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	1,151.37
06/07/2024	US Bank	RV-Verizon - PD cell phones April 2024	1,108.89 M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	1,099.53
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	1,092.88
06/07/2024	US Bank	CH-Lacal Equipment Company-Combo Tube broom	1,060.28 M
06/05/2024	CARSON OIL COMPANY	132.9g biodiesel; 117g non-eth	1,057.44
06/05/2024	CARSON OIL COMPANY	202.5g biodiesel; 60.6g non-eth	1,052.85
06/05/2024	Clean Rite Janitorial & Pressure Washing	Services through May 20, 2024	1,050.00
06/26/2024	Clean Rite Janitorial & Pressure Washing	Services through June 23, 2024	1,050.00

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	JE-HD Fowler - Solenoids and clocks	1,038.12	M
06/19/2024	GREEN THUMB INDUSTRIES LLC	Landscape Maint - May 2024	1,003.84	
06/05/2024	Woodhill Homes	Landscape deposit refund - 763 NE Rickenbacker Rd	1,000.00	
06/07/2024	US Bank	JH-Oregon Dept of Ag - Annual Fuel Meter License	1,000.00	M
06/05/2024	Covenant Technology Solutions, Inc.	WinCan Server - May 2024	988.60	
06/19/2024	Mazama GIS Laboratories	GIS Services - May 2024	967.50	
06/07/2024	US Bank	FW-Booking.com/Lodging May 5-10 for FEMA/DCLD training	932.41	M
06/26/2024	Clean Rite Janitorial & Pressure Washing	Services through June 23, 2024	900.00	
06/26/2024	Clean Rite Janitorial & Pressure Washing	Services through June 23, 2024	900.00	
06/26/2024	Clean Rite Janitorial & Pressure Washing	Services through June 23, 2024	900.00	
06/05/2024	H.D. FOWLER COMPANY	Sprinkler parts	884.52	
06/07/2024	US Bank	GL-HD Fowler - 6504 Falcon Sprinklers, Male Adapters, Tee e	884.52	M
06/07/2024	US Bank	CH-HA McCoy Olive Street Design	857.50	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	853.43	M
06/05/2024	John McIntosh	Refund - not required to file for Plat and extention	851.86	
06/07/2024	US Bank	CH-Madras Sanitary April 2024	847.92	M
06/07/2024	US Bank	DH-Factory Supply Outlet- new solids handling motor for the fi	810.57	M
06/05/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - Feb/Mar 2024 Streets	800.00	
06/05/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - March Community Cleanup	800.00	
06/19/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - May 2024- mowing on city trails	800.00	
06/07/2024	US Bank	AE-Madras Body and Glass - replace taillight #1701	783.89	M
06/07/2024	US Bank	NS-Embarcadero - Lodging for Snead at FEMA training	767.00	M
06/05/2024	Clean Rite Janitorial & Pressure Washing	Services through May 20, 2024	750.00	
06/05/2024	Clean Rite Janitorial & Pressure Washing	Services through May 20, 2024	750.00	
06/05/2024	Clean Rite Janitorial & Pressure Washing	Services through May 20, 2024	750.00	
06/19/2024	GENERAL EQUIPMENT COMPANY	Aquatech parts	748.13	
06/05/2024	DAY WIRELESS SYSTEMS	Program Webb APX	727.00	
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	714.00	
06/07/2024	US Bank	WI-Fairfield Inn - lodging at training	663.73	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	661.56	M
06/07/2024	US Bank	WI-Fairfield Inn - lodging at training	653.73	M
06/05/2024	CENTURY WEST ENGINEERING CORPO	Helibase Phase 3 - Taskorder #6	618.69	
06/19/2024	CARSON OIL COMPANY	87g non-eth	617.34	
06/19/2024	PACIFIC POWER	Electric bill - May 2024	613.67	
06/05/2024	JUNIPER PAPER & SUPPLY	soap/towels/plates	598.97	
06/19/2024	Jared & Hannah Diesel Overhaul, LLC	Cooling System Flush and thermostat replacement on street s	598.28	
06/07/2024	US Bank	LM-NATA - Fuel services safety training	593.00	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	588.00	
06/07/2024	US Bank	TG-Traffic Safety Supply Co - traffic safety signs	575.44	M
06/07/2024	US Bank	PH-TrafficSafety-Cones	575.36	M
06/07/2024	US Bank	BG-Traffic Safety Supply - Fold and Roll road safety signs (2)	575.36	M
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	563.09	
06/07/2024	US Bank	KP-IDENTITY ZONE - team shirts	547.82	M
06/26/2024	GREEN THUMB INDUSTRIES LLC	Service Call- Sprinkler parts	542.11	
06/05/2024	A. E. NELSON LEATHER COMPANY	Notebooks (100)	530.93	
06/07/2024	US Bank	RV-Verizon - PW cell phones April 2024	529.54	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	525.64	M
06/07/2024	US Bank	LM-Amazon - FBO chairs	523.78	M
06/19/2024	CARSON OIL COMPANY	137g biodiesel	508.68	
06/05/2024	PACIFIC POWER	Electric bill - April 2024	508.28	
06/05/2024	Dustin Cowles	Clean-up and Cart Returns	502.50	
06/05/2024	BERG AIR LLC	Purchase of Vending machine Serial #88029	500.00	
06/05/2024	BERG AIR LLC	Purchase vending machine Serial #04800900/IX	500.00	
06/05/2024	Advanced Underground Utility Locating	Water line locate	500.00	
06/26/2024	BMS Technologies	May 2024 billing & June 2024 Prebilling - water acct	500.00	
06/07/2024	US Bank	JE-Baxter's - Hydraulic hoses and fitting for # 103	493.22	M

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Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	SB-Carl's Golf Land-Gloves and Golf Balls	487.62	M
06/05/2024	CARSON OIL COMPANY	100g non-eth	478.30	
06/07/2024	US Bank	LM-Walmart - Airport picnic benches	473.04	M
06/07/2024	US Bank	LM-IN Treasure Valley Coffee - Coffee and Paper Products	471.75	M
06/07/2024	US Bank	LM-Lowes - Airport BBQ	465.99	M
06/07/2024	US Bank	SB-Golf Balls.com-Golf Balls	465.61	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	462.00	
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	458.19	
06/05/2024	BUREAU OF LABOR & INDUSTRY	K3 Construction BOLI fee - 10th Street Paving Project	453.70	
06/19/2024	Design Sound NW	DSNW Installation Airport	450.00	
06/19/2024	Design Sound NW	DWNW Installation Council Chambers	450.00	
06/05/2024	Edge Analytical, Inc.	Wastewater lab chem testing	448.00	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	443.56	
06/07/2024	US Bank	CH-Bend Tel May 2024	428.54	M
06/19/2024	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2024	421.29	
06/19/2024	PACIFIC POWER	Electric bill - May 2024	419.45	
06/05/2024	BMS Technologies	Mailing sent for South Madras refinement plan	409.55	
06/05/2024	PACIFIC POWER	Electric bill - April 2024	404.29	
06/07/2024	US Bank	RV-Blue Mountain Networks - May 2024	401.98	M
06/19/2024	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW - May Community Cleanup	400.00	
06/07/2024	US Bank	RV-Central OR Heating - inv#138482457 - Waste oil furnace	399.00	M
06/07/2024	US Bank	CH-Bend Tel May 2024	397.09	M
06/07/2024	US Bank	CH-Bend Tel May 2024	397.09	M
06/19/2024	CARSON OIL COMPANY	108.6g biodiesel	396.67	
06/26/2024	CENTRAL OREGON HEATING & COOLING	Maintenance agreement annual visit	385.00	
06/07/2024	US Bank	LM-Amazon - Airport office FBO yard play equipment	381.14	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	377.33	
06/07/2024	US Bank	RV-Verizon - WW cell phones April 2024	376.27	M
06/07/2024	US Bank	JE-Baxter's - Filters	372.71	M
06/05/2024	CARSON OIL COMPANY	72 g regular	365.58	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	365.28	
06/05/2024	JEFFERSON COUNTY FIRE DISTRICT	Remittance of JCFD funds - April 2024	360.00	
06/07/2024	US Bank	TP-Mark's Auto Repair - air conditioning system	347.00	M
06/05/2024	Willow Canyon Properties	Refund overpayment - 214 SW M Street	333.61	
06/07/2024	US Bank	JE-Baxter's - Tools for truck	330.04	M
06/07/2024	US Bank	DH-Amazon-new grill for lunch events at the SWWTP	323.20	M
06/07/2024	US Bank	CH-Cove Electric #5410	315.00	M
06/26/2024	D Arrow Mgmt, LLC	Repair Invoice - missing mirror and pin	315.00	
06/07/2024	US Bank	JE-Baxter's - Mirror for # 68	311.83	M
06/05/2024	JEFFERSON COUNTY FIRE DISTRICT	Remittance of JCFD funds - May 2024	310.50	
06/05/2024	ZUMAR INDUSTRIES INC	Street supplies	306.72	
06/07/2024	US Bank	GL-McPheeters Turf inc- Trees	301.20	M
06/05/2024	Western Title	Prop desc 675 NW Cherry Ln and 565 NW Alder	300.00	
06/07/2024	US Bank	CH-HA McCoy-Culver HWY (361)Sewer Extension -Fairgroun	300.00	M
06/07/2024	US Bank	KP-DOWNTOWN ASSOC Banner Sponsorship	300.00	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	299.87	
06/07/2024	US Bank	CH-Treasure Valley Coffee- Coffee supplies	297.25	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	296.48	
06/07/2024	US Bank	CF-Ranch - outhouse service	290.00	M
06/07/2024	US Bank	GL-Wilbur-Ellis Company, Pesticides (Pendulum)	289.95	M
06/07/2024	US Bank	LM-Amazon - Office supplies and PPE	288.21	M
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD HostingMay Hosting	287.02	
06/05/2024	SNEAD, NICK	Mileage - 425 miles to training in Newport	284.75	
06/07/2024	US Bank	BG-USA BLUE BOOK - Chlorine Reagent for CL17 , Thermo	284.06	M
06/07/2024	US Bank	JE-Baxter's - WD-40 For streets and Inventory	280.09	M
06/07/2024	US Bank	CH-Central Electric April 2024	276.51	M

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Check Issue Date	Payee	Description	Check Amount
06/26/2024	CENTRAL OREGON HEATING & COOLING	Maintenance agreement annual visit	275.00
06/07/2024	US Bank	JE-Baxters Hydraulic fittings for rough mower	269.52 M
06/26/2024	Benitez, Juan	Refund overpayment - J. Benitez	267.76
06/05/2024	PACIFIC POWER	Electric bill - April 2024	266.56
06/19/2024	TDS Broadband, LLC	Internet for PW	266.35
06/07/2024	US Bank	CF-Uline - Trash bags	265.70 M
06/07/2024	US Bank	ZQ-(Lift Safety) New hard hats for streets department	256.88 M
06/07/2024	US Bank	PH-Thompson Pump-SWWTP Irrigation	255.92 M
06/07/2024	US Bank	ME-Mail Copies and More - office supplies	255.80 M
06/07/2024	US Bank	SB-Oregon Beef-Deli	253.28 M
06/07/2024	US Bank	LM-Amazon - Fuel farm and office supplies	251.51 M
06/26/2024	Willow Canyon Properties	Refund overpayment - 727 SE Cross	250.99
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	249.89
06/19/2024	BADGER METER INC	Cellular end point service	245.34
06/19/2024	Edge Analytical, Inc.	BOD/Suspended solids tests	232.00
06/07/2024	US Bank	JE-Baxter's - Filters	228.47 M
06/07/2024	US Bank	SO-Thompson Pump- Irrigation Pump Air Relief	224.79 M
06/07/2024	US Bank	LM-NATA - Airport membership	221.25 M
06/26/2024	JEFFERSON COUNTY PUBLIC WORKS	May 2024 fuel usage - 60.2 g UL	221.03
06/19/2024	PACIFIC POWER	Electric bill - May 2024	220.48
06/07/2024	US Bank	NS-Amazon - bags to store personal belongings	220.40 M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	220.25 M
06/26/2024	CENTRAL OREGON HEATING & COOLING	Maintenance agreement annual visit	220.00
06/05/2024	Edge Analytical, Inc.	Drinking water lab chem testing	216.00
06/19/2024	Edge Analytical, Inc.	Drinking water lab	216.00
06/19/2024	PACIFIC POWER	Electric bill - May 2024	214.22
06/05/2024	PACIFIC POWER	Electric bill - April 2024	214.08
06/07/2024	US Bank	SO-Platt Electric - Braces for Air Piping	207.69 M
06/05/2024	John McIntosh	Refund- not requerred to file for plat and extention	205.14
06/07/2024	US Bank	CH-Pamplin Media-bids for 10th street paving J to Buff	203.33 M
06/07/2024	US Bank	RV-Blue Mountain Networks - May 2024	202.99 M
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	200.33
06/05/2024	COVE ELECTRIC INC.	Re-build transducer	200.00
06/07/2024	US Bank	KP-DOWNTOWN ASSOC First Thursday Booth Fee	200.00 M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	199.91
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	199.91
06/07/2024	US Bank	JE-Les Schwab - Battery for EZ Go at SRE	199.79 M
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	198.71
06/07/2024	US Bank	CH-Treasure Valley Coffee- Coffee supplies	198.70 M
06/07/2024	US Bank	CH-Treasure Valley -Coffee Supplies	194.65 M
06/07/2024	US Bank	FW-Madras Pioneer Newspaper/AX-23-2 Public Hearing New	193.34 M
06/19/2024	Joyce and Jeff Scarborough	Sewer Deposit - J Scarborough	193.24
06/07/2024	US Bank	CH-Mail Copies and more-Window Vinyl	190.00 M
06/07/2024	US Bank	CH-Terminix 251743 & 251744	188.00 M
06/07/2024	US Bank	CH-Terminix-46884 & 246885	188.00 M
06/05/2024	ODOT - Outdoor Advertising Sign PRG	2023-24 Outdoor Ad Sign Bus Lic Renewal	187.50
06/05/2024	ODOT - Outdoor Advertising Sign PRG	2023-24 Outdoor Ad Sign Bus Lic Renewal	187.50
06/07/2024	US Bank	SB-Oregon Beef-Deli	186.60 M
06/05/2024	Monte Vista Homes, LLC	Landscaping Deposit refund Correction 272 NW Par Ave	179.00
06/05/2024	Woodhill Homes	Landscaping Deposit refund 551 SW Cassidy Correction	179.00
06/07/2024	US Bank	RV-Blue Mountain Networks - May 2024	176.50 M
06/05/2024	Caleb Flu	Sewer Deposit - C.Flu	175.97
06/07/2024	US Bank	KW-bi mart- camera	175.75 M
06/07/2024	US Bank	SB-Redmond South Liquor Store-Liquor	171.40 M
06/07/2024	US Bank	CH-Bend Tel May 2024	168.64 M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	168.25 M

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Check Issue Date	Payee	Description	Check Amount
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	166.94
06/05/2024	Dustin Cowles	Clean-up and Cart Returns	165.00
06/07/2024	US Bank	SB-C & S Garage Doors-Cart Barn Door Repair	165.00 M
06/07/2024	US Bank	ME-Storage 2 U - storage container for evidence room	165.00 M
06/07/2024	US Bank	JE-Coastal - Muck Boots	164.99 M
06/07/2024	US Bank	ZQ-(N&S Tractor) Jack for coring tool hitch mount frame	163.46 M
06/07/2024	US Bank	GL-Ace Hardware - Trimer line, Primer pvc, cement pvc etc	161.76 M
06/07/2024	US Bank	CH-Bend Tel May 2024	161.66 M
06/07/2024	US Bank	CH-Mazatlan Mexican Restaurant-Council meeting meal	160.00 M
06/07/2024	US Bank	SW-Valvoline - refrigerant for 2015 Caprice	159.99 M
06/07/2024	US Bank	JH-Oregon Beef - Food for BBQ with Council	158.84 M
06/07/2024	US Bank	CH-Pamplin Media- Rescheduled budget meeting	158.02 M
06/07/2024	US Bank	KP-Walmart - Food for employee bbq	156.68 M
06/07/2024	US Bank	ZQ-(HTP America) New welding gun for streets shop welder	155.95 M
06/07/2024	US Bank	CF-Ranch - outhouse service	155.00 M
06/07/2024	US Bank	CH-Madras Bowl- Pizza for Council Meeting	152.50 M
06/07/2024	US Bank	CH-Pamplin Media- Notice of Budget meeting	151.34 M
06/26/2024	CENTRAL OREGON HEATING & COOLING	Maintenance agreement annual visit	150.00
06/05/2024	New Grass LLC	Refund of SDCs for BP-23-069	147.32
06/07/2024	US Bank	JE-Baxter's - Fuel Filter	147.01 M
06/07/2024	US Bank	DH-Amazon- desk organizers for Brian, Pat, Tanner	145.74 M
06/07/2024	US Bank	FW-Amazon/Homeless Clean Up Storage Equipment - Lock,	145.21 M
06/07/2024	US Bank	KW-Oregon feed- PVC parts	142.25 M
06/07/2024	US Bank	LM-Madras Marine - Airport weed sprayer	140.79 M
06/07/2024	US Bank	CC-N & S Tractor - high lift jack for sign removal	139.75 M
06/07/2024	US Bank	CH-Pamplin Media-Notice of Budget hearing	139.34 M
06/05/2024	BMS Technologies	116 weed abatement letters	139.25
06/07/2024	US Bank	JH-Amazon - Items for Golf Tournament	137.47 M
06/26/2024	Net Assets Corp.	10 Lien Searches - May 2024	137.00
06/05/2024	Bradley Shepherd	Sewer Deposit - B. Shepherd	136.99
06/07/2024	US Bank	SB-Safeway-Beer	136.35 M
06/26/2024	DataQuest, LLC	Credit search fee	135.50
06/07/2024	US Bank	RM-SHRM - recertification credits	135.00 M
06/26/2024	Promise Land Holding LLC	Refund overpayment - 749 SW Madison	135.00
06/07/2024	US Bank	JE-Amazon - Camera for Crack Sealer	134.99 M
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	133.55
06/07/2024	US Bank	JL-thompson pump pump float	132.37 M
06/19/2024	Ibershof, William	Mileage reimbursement - to COCO and water summit-Dinner	130.82
06/07/2024	US Bank	CF-Amazon - hose reel for shop	129.99 M
06/19/2024	Ranee Wheeler	Sewer Deposit - R. Wheeler	129.50
06/07/2024	US Bank	LM-Lowes - Airport dolly	129.00 M
06/19/2024	LS Networks	June 2024	126.53
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	126.00
06/07/2024	US Bank	SO-Amazon- Eff Pump Grease	125.98 M
06/26/2024	CENTRAL OREGON HEATING & COOLING	Maintenance agreement annual visit	125.00
06/07/2024	US Bank	KW-Thompson pump- pvc parts	122.98 M
06/07/2024	US Bank	KW-bi-mart Printer ink	121.96 M
06/07/2024	US Bank	NB-Zoom- Monthly Subscription	120.00 M
06/07/2024	US Bank	CC-Phil's Ace Hardware - welding supplies	117.87 M
06/05/2024	TS&S FORD	Oil change & tire rotation 2022 Ford VIN 58833	117.35
06/05/2024	Edge Analytical, Inc.	BOD/Suspended solids tests	116.00
06/05/2024	Edge Analytical, Inc.	BOD/Suspended solids tests	116.00
06/19/2024	Edge Analytical, Inc.	BOD/Suspended solids tests	116.00
06/07/2024	US Bank	LM-Plateau C Store - Fuel for equipment	113.05 M
06/07/2024	US Bank	FW-Madras Pioneer Newspaper/MP-24-1 & SP-24-1 & LLA-2	112.66 M
06/07/2024	US Bank	CF-Versare- Post and foot for cubicle	112.00 M

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Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	GL-Ace Hardware - Cap pvc, Adapter pvc, garden valve etc	109.56	M
06/07/2024	US Bank	JE-Amazon - Power Circuit Probe	109.00	M
06/07/2024	US Bank	JE-Madras Marine- Filters for small equipment	107.44	M
06/07/2024	US Bank	TP-Mountain View RV - May 24 rent	105.00	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	105.00	
06/19/2024	Jordan Ramis PC	Professional services-review of paid leave oregon	105.00	
06/19/2024	LS Networks	June 2024	104.20	
06/07/2024	US Bank	MQ-Amazon - Paper plates and forks	104.13	M
06/07/2024	US Bank	CH-Pamplin Media-Request for proposals for Aviation fuel sup	103.34	M
06/07/2024	US Bank	CH-Treasure Valley Coffee- Coffee supplies	102.20	M
06/07/2024	US Bank	LM-Abbys - Airport construction engineering mtg	101.75	M
06/07/2024	US Bank	CH-TDS April 2024	101.50	M
06/07/2024	US Bank	WI-Erickson's TW - food/drinks for City staff event	101.30	M
06/07/2024	US Bank	FW-McDonlands Madras/ 10 of \$10 Gift Cards for Willow Cre	100.00	M
06/07/2024	US Bank	CF-Ranch - outhouse service	100.00	M
06/07/2024	US Bank	CF-Ranch - outhouse service	100.00	M
06/07/2024	US Bank	CF-Ranch - outhouse service	100.00	M
06/07/2024	US Bank	SW-TLO Transunion - monthly subscription major case - April	100.00	M
06/07/2024	US Bank	ID-Les Schwab - winter tire changeover	99.96	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Contract	99.96	
06/19/2024	Covenant Technology Solutions, Inc.	June Non-PD Hosting	99.35	
06/07/2024	US Bank	ME-Amazon - office supplies	99.19	M
06/07/2024	US Bank	KC-Madras Bowl - pizza for training	98.50	M
06/07/2024	US Bank	SB-Redmond North Liquor-Liquor	97.65	M
06/07/2024	US Bank	LM-Phils Ace - Courtesy car wash supplies	96.93	M
06/07/2024	US Bank	KC-Abby's - pizza for staff	96.51	M
06/05/2024	BIO-MED TESTING SERVICE INC.	Random selection testing	95.00	
06/19/2024	Mary M. Rants	Water Deposit - M.Rants	94.51	
06/07/2024	US Bank	JL-Ace Hardware sockets, pvc fitting	93.98	M
06/07/2024	US Bank	LM-Baxter - Airport gas cans	93.88	M
06/07/2024	US Bank	MM-Les Schwab - winter tire changeover veh#1301	91.96	M
06/07/2024	US Bank	ZQ-(Ace Hardware) Parts for coring tool hitch mount frame	91.33	M
06/07/2024	US Bank	CF-Verizon - Fleet monitoring	91.05	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	90.18	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	90.18	M
06/07/2024	US Bank	PH-Martins-Flowersforshop	89.98	M
06/07/2024	US Bank	RV-Blue Mountain Networks - May 2024	88.25	M
06/07/2024	US Bank	RV-Blue Mountain Networks - May 2024	88.25	M
06/07/2024	US Bank	ZQ-(Baxter Auto Parts) Parts and lights for crack sealer	88.04	M
06/07/2024	US Bank	CH-Bend Tel May 2024	87.17	M
06/07/2024	US Bank	CH-Bend Tel May 2024	87.17	M
06/05/2024	WTB&T Society	Refund overpayment - WTB&T Society	86.21	
06/05/2024	Dion Hryciw	Refund overpayment - D.Hryciw	85.99	
06/07/2024	US Bank	KW-amazon- battery	85.38	M
06/07/2024	US Bank	RV-Verizon - Admin cell phones April 2024	85.20	M
06/07/2024	US Bank	PH-Amazon-Thumbdrivesforcamera	85.05	M
06/05/2024	PNT, INC.	WO #26977 - add camp cleanup message	85.00	
06/07/2024	US Bank	GL-Ace Hardware - Clamp Hoses, 1/4 loop stakes etc	84.74	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	84.00	
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	84.00	
06/07/2024	US Bank	CH-Pamplin Media-Ordinance 986	82.34	M
06/19/2024	LS Networks	June 2024	81.87	
06/05/2024	Julissa Figueroa	Refund overpayment - J. Figueroa	81.61	
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	80.86	
06/07/2024	US Bank	KP-OAMR Membership Dues	80.00	M
06/07/2024	US Bank	CC-Phil's Ace Hardware - pump sprayer for crack sealing	79.99	M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	SB-Amazon-Deli	79.79	M
06/19/2024	LUTHERAN CHURCH OF THE GOOD SHEPHERD &	FY23-24 Community Grant Funding	79.75	
06/05/2024	James Wyatt	Refund overpayment - J.Wyatt	78.72	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	78.27	
06/07/2024	US Bank	CH-Opal Spring H2O to go -1 case and 4 5 gallon jug	75.70	M
06/19/2024	Arcelia Chavez	Water Deposit - A.Chavez	75.44	
06/07/2024	US Bank	CF-Carquest - hydraulic oil	75.13	M
06/07/2024	US Bank	CH-Miracle Ear- Hearing test Kathrein	75.00	M
06/07/2024	US Bank	JE-Baxter's Hydraulic Fluid	74.53	M
06/07/2024	US Bank	JE-Baxter's - Detailing Spray	73.60	M
06/05/2024	Kaden Finley	Sewer Deposit - K.Finley	72.85	
06/26/2024	Onasis Adame	Sewer Deposit - O.Adame	72.85	
06/07/2024	US Bank	FW-Amazon/HomelessCleanUpStorageEquipment-4-tier Shel	72.75	M
06/07/2024	US Bank	CH-Pamplin Media-MRC Budget meeting notice	72.34	M
06/07/2024	US Bank	SB-Amazon-Snacks	72.00	M
06/26/2024	ONE CALL CONCEPTS INC.	OR Utility Notification Center Tickets: May 24	71.40	
06/19/2024	SNEAD, NICK	mileage reimbursement	70.75	
06/07/2024	US Bank	ZQ-(Amazon) Deadbolt locks for buildings	70.38	M
06/07/2024	US Bank	KW-Platt- wire parts	70.29	M
06/07/2024	US Bank	GL-Ace Hardware - Timer 6 zone	69.99	M
06/07/2024	US Bank	JL-Ace Hardware damprid bags, starting fluid,pvc glue,cemen	69.93	M
06/07/2024	US Bank	CH-Pamplin Media-Ordinance 983	69.34	M
06/07/2024	US Bank	CH-Central Electric April 2024	68.63	M
06/05/2024	Shelby Douglas	Sewer Deposit - S.Douglas	68.55	
06/26/2024	Teresa Plummer	Sewer Deposit - T.Plummer	68.55	
06/07/2024	US Bank	KW-Platt- wire parts	67.60	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	67.38	
06/07/2024	US Bank	JE-N&S Tractor - Jack Stand for Bat Wing	67.14	M
06/07/2024	US Bank	RV-Mission Linen - mat service @ DPGC	66.88	M
06/07/2024	US Bank	RV-Mission Linen - mat service @ DPGC	66.88	M
06/07/2024	US Bank	KW-Ace-wire	66.78	M
06/07/2024	US Bank	JE-ACE Hardware - Tools for Truck	65.97	M
06/07/2024	US Bank	CH-Pamplin Media-Ordinance 984	65.66	M
06/07/2024	US Bank	CH-Pamplin Media-Ordinance 985	65.66	M
06/07/2024	US Bank	GL-McPheetersers Turf inc- Air Port Tree	65.26	M
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	65.23	
06/07/2024	US Bank	BG-ACE Hardware - Wash mitt , Car wash soap , Hand soap(64.90	M
06/07/2024	US Bank	FW-LocalOceanSeafoods/Lunch on 5/7/2024.Weir and Snead	64.80	M
06/07/2024	US Bank	SB-Safeway-Deli	64.20	M
06/07/2024	US Bank	KW-Ace-gate valve	63.97	M
06/07/2024	US Bank	SB-Turf Star-Repairs and Maintenance	63.22	M
06/07/2024	US Bank	NS-Amazon-Rubber Boots for Snead-PPE	61.06	M
06/07/2024	US Bank	ZQ-(Ace Hardware) Paint and tools for street shop	60.97	M
06/26/2024	Mayhugh, Roy	Refund overpayment - R.Mayhugh	60.79	
06/07/2024	US Bank	JL-consolidated supply pump float	60.75	M
06/07/2024	US Bank	CF-Simplisafe-Alarm monitoring	59.98	M
06/07/2024	US Bank	FW-Amazon/HomelessCleanUpStorageEquipment-Lock and	59.67	M
06/07/2024	US Bank	CH-Safeway- Card and gift card for Webb 29 years with Madr	59.64	M
06/07/2024	US Bank	GL-Xalisco Restaurant - Turf & Ornamental Training Luch	58.82	M
06/19/2024	Efren Diaz Benitez	Sewer Deposit - E. Diaz Benitez	58.81	
06/07/2024	US Bank	SB-Amazon-Golf Tees	58.62	M
06/07/2024	US Bank	SB-Madras Marine-Weed Eater Twine	58.32	M
06/07/2024	US Bank	DB-O'Reilly - misc auto repair part	57.99	M
06/07/2024	US Bank	ME-Amazon - office supplies	56.95	M
06/07/2024	US Bank	FW-Georgie's Beachside Grill. Lunch on 5/7/2024. Weir and S	56.24	M
06/07/2024	US Bank	CH-Pamplin Media-Business cards- Kathrein	55.63	M

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Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	WI-Safeway - beverages for City staff event	55.26	M
06/07/2024	US Bank	SB-Safeway-Beer	54.78	M
06/07/2024	US Bank	SB-Safeway-Deli	54.71	M
06/07/2024	US Bank	SB-Amazon-Snacks	53.98	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	53.90	
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	53.90	
06/07/2024	US Bank	KW-Amazon- pressure switch	53.89	M
06/07/2024	US Bank	ZQ-(Ace Hardware) New safety fuel can and mix for streets to	52.98	M
06/07/2024	US Bank	SB-Amazon-Snacks	52.97	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	52.81	M
06/07/2024	US Bank	ME-Amazon - office supplies	52.65	M
06/07/2024	US Bank	JE-BiMart - Pencils and paper pads	52.42	M
06/05/2024	Julissa Figueroa	Sewer Deposit - J. Figueroa	52.39	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	52.18	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	52.18	
06/07/2024	US Bank	CH-Norco-#40552870	51.30	M
06/07/2024	US Bank	DH-Amazon- ID tags for confined space vaults.	50.50	M
06/07/2024	US Bank	SB-Safeway-Deli	50.23	M
06/07/2024	US Bank	JE-N&S Tractor - O ring for front loader	49.53	M
06/07/2024	US Bank	JH-Amazon - Items for golf tournament	49.49	M
06/26/2024	Dana Forrester	Sewer Deposit - D.Forrester	49.35	
06/07/2024	US Bank	PH-Ace-NWWTP sludgevault	48.97	M
06/07/2024	US Bank	CH-Safeway-Police appreciation week desert	48.97	M
06/07/2024	US Bank	JE-Fuel Line for Front Loader # 103	48.57	M
06/07/2024	US Bank	SB-Amazon-Snacks	48.38	M
06/07/2024	US Bank	GL-Ace Hardware - TB grass & leather gloves	47.97	M
06/07/2024	US Bank	BG-ACE Hardware - 1"" unions for sludge pumps	47.96	M
06/07/2024	US Bank	RV-Verizon - Parks cell phones April 2024	47.70	M
06/07/2024	US Bank	RV-Verizon - DPGC cell phones April 2024	47.70	M
06/07/2024	US Bank	RV-Verizon - Airport cell phones April 2024	47.70	M
06/07/2024	US Bank	NB-Amazon- Note Pads and Gel Pens	46.67	M
06/07/2024	US Bank	SB-Amazon-Snacks	46.11	M
06/07/2024	US Bank	JE-Baxter's - Wire and Magnetic retriever	45.58	M
06/07/2024	US Bank	NB-Amazon- Staples & Garbage bag for Shred machine	45.48	M
06/07/2024	US Bank	PH-Ace-Plantirrigationrepair	44.94	M
06/07/2024	US Bank	MM-Domino's - pizza for crew	44.76	M
06/07/2024	US Bank	SB-Amazon-Snacks	44.52	M
06/07/2024	US Bank	CF-Amazon - mirror	44.05	M
06/07/2024	US Bank	LM-Phils Ace - Supplies	43.97	M
06/07/2024	US Bank	LM-Plateau C Store - Fuel for equipment	43.83	M
06/07/2024	US Bank	JL-Ace Hardware expanded metal, steel rod	43.58	M
06/07/2024	US Bank	NS-Heartsmart - Sharps containers for Camp Closure	43.43	M
06/07/2024	US Bank	RV-Verizon - Comm Cleanup cell phones April 2024	42.60	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Security	42.00	
06/07/2024	US Bank	PH-Ace-SWWTPIrrigation	41.98	M
06/07/2024	US Bank	FW-Gyro Guys Mediterranean Grill Halal. Lunch on 5/8/2024.	41.23	M
06/07/2024	US Bank	LM-Madras Marine - Weed eater supplies	41.21	M
06/07/2024	US Bank	FW-Georgie'sBeachsideGrill.Dinneron5/9/2024.Weir	41.02	M
06/07/2024	US Bank	NS-Rogue Brewing - Lunch for Snead & Weir at FEMA trainin	40.30	M
06/07/2024	US Bank	NS-Pacific Kitchen - Dinner for Snead at FEMA training	40.13	M
06/07/2024	US Bank	LM-Amazon - Promo supplies	39.97	M
06/07/2024	US Bank	CH-Amazon-Office Supplies	39.79	M
06/07/2024	US Bank	PH-Napa-Sludgepumpoil	39.71	M
06/07/2024	US Bank	RM-Mazatlan - Human Resources and Finance Business Lun	39.68	M
06/07/2024	US Bank	CH-Pamplin Media- Notice of Budget meeting	39.67	M
06/07/2024	US Bank	PH-Amazon-Coffee	39.49	M

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Check Issue Date	Payee	Description	Check Amount	
06/07/2024	US Bank	SB-Amazon-Snacks	39.42	M
06/07/2024	US Bank	JE-Auto Zone - Interior cleaner	38.97	M
06/07/2024	US Bank	FW-Black Bear/ Lunch for FEMA Training IS-0273: How to Re	38.51	M
06/07/2024	US Bank	RK-Embassy Suites -meal at training	38.14	M
06/07/2024	US Bank	CH-Safeway-Staff birthdays	38.13	M
06/07/2024	US Bank	RV-Mission Linen - mat service @ Airport	38.06	M
06/07/2024	US Bank	SB-Amazon-Snacks	37.98	M
06/07/2024	US Bank	BG-ACE Hardware -2 Hose caps, 2- 1/2" valves, Barbed ada	37.95	M
06/07/2024	US Bank	FW-BlackBear/LunchforFEMATrainingIS-0274:How to Use a	37.69	M
06/07/2024	US Bank	SB-Amazon-Snacks	37.59	M
06/07/2024	US Bank	CH-Madras Sanitary April 2024	37.48	M
06/07/2024	US Bank	FW-Amazon/Office Supplies - Air Freshener	36.75	M
06/07/2024	US Bank	KP-SAFEWAY Food	35.96	M
06/07/2024	US Bank	WI-Common Block - dinner at LOC Conf	35.65	M
06/07/2024	US Bank	NB-Amazon-Coffee for City Hall break room	35.56	M
06/07/2024	US Bank	NB-Amazon-Coffee for City Hall break room	35.56	M
06/07/2024	US Bank	SO-Ericksons- Safety Meeting	35.49	M
06/07/2024	US Bank	WI-Mia and Pia's Pizzeria - dinner at LOC Conf	35.36	M
06/07/2024	US Bank	JE-ACE Hardware - Hand pump	34.99	M
06/07/2024	US Bank	KP-SAFEWAY Food	34.61	M
06/07/2024	US Bank	CH-Central Electric April 2024	34.27	M
06/07/2024	US Bank	WI-Great Earth - meet with JCFBN	33.93	M
06/07/2024	US Bank	ME-Amazon - office supplies	33.59	M
06/07/2024	US Bank	RM-Amazon - Computer keyboard	33.53	M
06/07/2024	US Bank	FW-Asiatco Waterfront Fusion Sushi. Dinner on 5/6/2024. We	33.35	M
06/07/2024	US Bank	TG-Ace Hardware - Misc. pvc parts for irrigation leak	32.95	M
06/07/2024	US Bank	CH-Opal Spring H20 to go -3 cases	32.70	M
06/07/2024	US Bank	NS-Nye Beach Cafe - Breakfast for Snead at FEMA training	32.20	M
06/07/2024	US Bank	KW-ace- bolts	31.94	M
06/07/2024	US Bank	NS-Amazon - Replacement Lenovo power cords	31.88	M
06/07/2024	US Bank	JH-Buffalo Wild Wings - Dinner at PEO Conference	31.60	M
06/07/2024	US Bank	SB-Amazon-Snacks	31.01	M
06/19/2024	Deissi A. Silva	Water Deposit - D.Silva	30.80	
06/07/2024	US Bank	SB-Safeway-Deli	29.93	M
06/07/2024	US Bank	NS-Momiji - Dinner for Snead at FEMA training	29.81	M
06/26/2024	Couch, Amanda	Refund overpayment - A.Couch	29.14	
06/07/2024	US Bank	JE-Baxter's - Serp belt for # 41	29.08	M
06/07/2024	US Bank	SB-Amazon-Snacks	29.00	M
06/07/2024	US Bank	CF-Amazon - hose bib regulator	28.99	M
06/07/2024	US Bank	CH-Mail Copies and more-mailing budget to Councilor Spenc	28.93	M
06/07/2024	US Bank	DH-Amazon- desk organizer for Daniel	27.99	M
06/07/2024	US Bank	SB-Amazon-Snacks	27.99	M
06/07/2024	US Bank	DH-Amazon- desk organizers for James Lange	27.99	M
06/07/2024	US Bank	RV-Mission Linen - mat service @ City Hall	27.68	M
06/07/2024	US Bank	RV-Mission Linen - mat service @ PD	27.68	M
06/07/2024	US Bank	CH-Midtown Coffee- Homeless camp cleanup	27.50	M
06/07/2024	US Bank	JE-Baxter's - V Belts Inventory	27.32	M
06/07/2024	US Bank	CC-Madras Sanitary Service - transfer station cubicles	27.25	M
06/07/2024	US Bank	CH-Anadyne Hearing Tests	27.00	M
06/07/2024	US Bank	TG-Ace Hardware - 2 inch pvc for irrigation leak	26.99	M
06/07/2024	US Bank	RM-Amazon - File folders	26.97	M
06/19/2024	Covenant Technology Solutions, Inc.	June 2024 - Sentinel	26.96	
06/19/2024	Covenant Technology Solutions, Inc.	May Hosting	26.09	
06/07/2024	US Bank	NS-Nye Beach Cafe - Breakfast for Snead at FEMA training	25.30	M
06/07/2024	US Bank	JE-Madras Marine - Filter plate and Spark Plugs	25.11	M
06/07/2024	US Bank	SO-Amazon- Eff Pump Grease	24.95	M

Check Issue Date	Payee	Description	Check Amount
06/07/2024	US Bank	CC-Baxter - belt for crack sealer	24.38 M
06/07/2024	US Bank	KP-AMAZON Office Supplies	23.90 M
06/07/2024	US Bank	SO-Mail Copies and More - Endpoint Warranty Shipping	23.43 M
06/07/2024	US Bank	FW-Local Ocean Seafoods/DoorDash.Dinneron5/7/2024.Weir	23.10 M
06/07/2024	US Bank	PH-Ace0SWWTPVaultseal	22.97 M
06/07/2024	US Bank	RK-Embassy Suites -meal at training	22.57 M
06/07/2024	US Bank	RK-Embassy Suites -meal at training	22.57 M
06/07/2024	US Bank	MQ-Amazon - disinfecting wipes, clip boards	22.00 M
06/07/2024	US Bank	LM-OReilly - Ball hitch	21.99 M
06/07/2024	US Bank	RK-Embassy Suites -meal at training	21.49 M
06/07/2024	US Bank	CH-Thriftway-Snacks for training	21.23 M
06/07/2024	US Bank	TG-Ace Hardware - Gloves	20.99 M
06/07/2024	US Bank	PH-NandS-Testfitting forirrigation	20.69 M
06/07/2024	US Bank	JE-Baxter's - Break Fluid	20.46 M
06/07/2024	US Bank	RK-Embassy Suites -meal at training	20.40 M
06/07/2024	US Bank	KW-Platt- wire parts	20.08 M
06/07/2024	US Bank	JH-Chat GPT - Subscription	20.00 M
06/07/2024	US Bank	ME-OR Peace Officers Assn - membership fee - Enriquez	20.00 M
06/07/2024	US Bank	SB-RIP Q-Cart Barn name plate	20.00 M
06/07/2024	US Bank	DH-Amazon- certificate holders for employee certifications	19.99 M
06/07/2024	US Bank	NS-Ace Hardware - Marking Paint	19.98 M
06/07/2024	US Bank	KW-Platt- wire connector	19.96 M
06/07/2024	US Bank	GL-Ace Hardware - Cap slip pvc	19.95 M
06/07/2024	US Bank	KW-amazon- AA battery	19.41 M
06/07/2024	US Bank	KW-Ace- wire parts	19.20 M
06/07/2024	US Bank	NS-Amazon - bag tags for storing personal belongings.	18.50 M
06/07/2024	US Bank	DH-Amazon- certificate holders for Scott	17.99 M
06/07/2024	US Bank	RV-Mission Linen - mat service @ SWWTP	17.93 M
06/07/2024	US Bank	JE-Baxter's - Fuel filter for # 103	17.84 M
06/07/2024	US Bank	SB-Amazon-Snacks	17.78 M
06/07/2024	US Bank	FW-Grocery Outlet/Dinner 5/5/2024	17.26 M
06/07/2024	US Bank	SO-Amazon- Odor Control Sprinkler tools	17.14 M
06/07/2024	US Bank	SB-Amazon-Snacks	16.99 M
06/07/2024	US Bank	LM-Bi Mart - Supplies	16.98 M
06/07/2024	US Bank	SB-Amazon-Office Supplies	16.44 M
06/07/2024	US Bank	KW-amazon- batteries	16.29 M
06/07/2024	US Bank	FW-Momiji Sushi/DoorDash. Dinner on 5/8/2024. Weir	16.09 M
06/07/2024	US Bank	KP-ZOOM Pro account fee	15.99 M
06/07/2024	US Bank	JL-Ace Hardware pex fitting, pex tee	15.98 M
06/07/2024	US Bank	CF-Ace- hardware for cubicles	15.14 M
06/07/2024	US Bank	FW-Amazon/HomelessCleanUpStorageEquipment-Magnets	14.99 M
06/07/2024	US Bank	DH-Amazon- desk organizers for James Lange	14.99 M
06/07/2024	US Bank	DH-Amazon- desk organizer for Daniel	14.99 M
06/07/2024	US Bank	LM-Canva - Monthly Fee	14.99 M
06/19/2024	LS Networks	June 2024	14.89
06/07/2024	US Bank	JE-Baxter's - V Belt for EX Mark	14.86 M
06/07/2024	US Bank	NS-Ultralife - Breakfast for Snead at FEMA training	14.06 M
06/07/2024	US Bank	TG-Ace Hardware - 2 inch pvc elbows for irrigation fix	13.98 M
06/07/2024	US Bank	NS-Burger King - Dinner for Snead at FEMA Training	13.38 M
06/07/2024	US Bank	AE-CHEVRON - Car Wash VEH# 1701	12.99 M
06/07/2024	US Bank	KW-covert wireless- camara subscription	12.99 M
06/07/2024	US Bank	JE-Baxter's - V Belt	12.93 M
06/07/2024	US Bank	KW-Car quest-belt	12.49 M
06/07/2024	US Bank	JL-N and S tractor pressure gauge	12.12 M
06/07/2024	US Bank	LM-Safeway - First Thursday promo supplies	11.97 M
06/07/2024	US Bank	SB-Amazon-Office Supplies	11.73 M

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Check Issue Date	Payee	Description	Check Amount
06/07/2024	US Bank	BG-BI MART - Cat litter (oil absorbant)	11.49 M
06/07/2024	US Bank	KP-SAFEWAY Food	11.38 M
06/07/2024	US Bank	NS-Subway - Dinner for Snead at FEMA training	11.28 M
06/05/2024	New Grass LLC	Refund of SDCs for BP-23-069	11.18
06/07/2024	US Bank	SB-Ace Hardware- Paint Supplies	10.97 M
06/07/2024	US Bank	PH-Amazon-Phone case	10.95 M
06/07/2024	US Bank	ME-Starbucks - meal at training	10.60 M
06/07/2024	US Bank	CH-TDS-May 2024	10.26 M
06/07/2024	US Bank	FW-TST*RISEII/OSU.Coffeeon5/8/2024.Weir	9.78 M
06/07/2024	US Bank	NS-McDonalds - Breakfast for Snead at FEMA training	9.68 M
06/07/2024	US Bank	TP-Chevron - car wash	8.99 M
06/07/2024	US Bank	SB-Ace Hardware- Paint Supplies	8.99 M
06/07/2024	US Bank	JL-Ace Hardware pvc fittings	8.98 M
06/07/2024	US Bank	ME-Amazon - office supplies	8.20 M
06/07/2024	US Bank	TG-Ace Hardware - PVC Tee and teflon tape for chlorine leak	7.98 M
06/07/2024	US Bank	ZQ-(Ace Hardware) Markers for office	7.98 M
06/07/2024	US Bank	FW-Dutch Bros. Coffee on 5/8/2024. Weir	7.55 M
06/07/2024	US Bank	DH-Ace Hardware- fitting for irrigation leak	6.99 M
06/07/2024	US Bank	LM-Phils Ace - Irrigation system repair	6.99 M
06/07/2024	US Bank	RB-V-Courses - video editing	6.99 M
06/07/2024	US Bank	MQ-Thriftway - Marshmallows for employee appreciation	6.96 M
06/07/2024	US Bank	WI-McDonalds - meal during training	6.68 M
06/07/2024	US Bank	NS-McDonalds - Dinner for Snead at FEMA training	6.67 M
06/19/2024	Robbin Archer	Sewer Deposit -R. Archer	6.65
06/07/2024	US Bank	FW-DutchBros.Coffeeon5/6/2024.Weir	6.05 M
06/07/2024	US Bank	FW-Rise South Beach/ OSU. Coffee on 5/8/2024. Weir	6.00 M
06/07/2024	US Bank	FW-Rise South Beach/OSU.Coffeeon5/7/2024.Weir	6.00 M
06/07/2024	US Bank	ZQ-(Amazon) Calendar for office	5.99 M
06/07/2024	US Bank	GL-Baxter auto parts- Splash Park Gasket	5.55 M
06/07/2024	US Bank	JE-Baxter's Funnel	5.51 M
06/07/2024	US Bank	LM-Mail Copies - Laminate sign	5.00 M
06/07/2024	US Bank	FW-RiseSouthBeach/OSU.Coffeeon5/9/2024.Weir	5.00 M
06/07/2024	US Bank	KW-Ace- socket	4.99 M
06/07/2024	US Bank	KW-Ace-gal parts	4.98 M
06/07/2024	US Bank	PH-Ace-SWWTPIrrigation	3.99 M
06/07/2024	US Bank	LM-Phils Ace - Irrigation system repair	3.99 M
06/07/2024	US Bank	JL-Phils ace hardware scour pads	3.99 M
06/07/2024	US Bank	GL-Tompson Pump & Irrigation- O ring (gasket)	1.73 M
06/07/2024	US Bank	TP-Oxford Suites - Chief - credit for lodging at training	117.17- M
06/05/2024	BERG AIR LLC	Berg's Portion of fuel-April 2024	150.48-
06/07/2024	US Bank	LM-Amazon - Return supplies	164.97- M
06/05/2024	BERG AIR LLC	Berg's Portion of CC fees- April 2024	241.53-
06/26/2024	BERG AIR LLC	Berg's Portion of fuel-May1 2024	336.47-
06/26/2024	BERG AIR LLC	Berg's Portion of CC fees- May 2024	1,027.82-
06/19/2024	2KG Contractors, Inc.	Reimbursement COIC Funding	1,614.25-
06/19/2024	2KG Contractors, Inc.	CDBG-IA2101	2,988.10-
06/19/2024	K3 Construction	retainage	7,200.00-
06/26/2024	1859 Infrastructure	Apron/Fencing Improvements	18,541.71-
06/05/2024	1859 Infrastructure	Apron/Fencing Improvements	21,134.22-
Grand Totals:			<u>1,773,749.05</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **NEW CITY OF MADRAS AIRPORT BANK ACCOUNT AT FIRST INTERSTATE BANK**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That council authorize a new First Interstate Bank account for airport business activities.

OVERVIEW:

The airport recently increased business activities with the addition of fixed-base operator (FBO) duties, and opening a new bank account will increase efficiency and transparency.

STAFF ANALYSIS:

Finance is monitoring the increase in business activities and recommending a new airport bank account to improve efficiency and transparency. The signature holders remain the same as the city's general account.

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

City of Madras Airport Account Agreement with First Interstate Bank.

STRATEGIC GOAL:

Account Agreement

Date: 07/03/2024

Institution Name & AddressFIRST INTERSTATE BANK
PO BOX 30918
BILLINGS, MT 59116-0918

Internal Use DDA ANALYZED BUSINESS CHECKING

Account Title & AddressCITY OF MADRAS
AIRPORT125 SW E ST
MADRAS OR 97741**Owner/Signer Information 1**

Name	JENNIFER TOWNSEND	
Relationship	SIGNER ON ACCOUNT	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone:	Mobile Phone:	
Birth Date:	SSN/TIN:	

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2. If checked, this is a temporary account agreement.Number of signatures required for withdrawal: ONE (1)**Signature(s)**

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features SPECIFIC ACCOUNT DETAILS

 Agent (See Owner/Signer Information for Agent Designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account

The specified ownership will remain the same for all accounts.

- Individual
 Joint with Survivorship (not as tenants in common)
 Joint with No Survivorship (as tenants in common)
- Sole Proprietorship or Single Member LLC Partnership
 LLC-enter tax classification (C Corp S Corp Partnership)
 C Corporation S Corporation Government Entity / Public
 Trust-Separate Agreement Dated: _____

Beneficiary Designation

(Check appropriate ownership above.)

- Revocable Trust Pay-On-Death (POD)

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

(1): [X]
JENNIFER TOWNSEND
I.D. # _____ D.O.B. _____

(2): [X]
MICHAEL LEPIN
I.D. # _____ D.O.B. _____

(3): [X]
NICHOLAS SNEAD
I.D. # _____ D.O.B. _____

(4): [X]
WILLIAM IBERSHOF
I.D. # _____ D.O.B. _____

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **NEW CITY OF MADRAS GOLF COURSE BANK ACCOUNT AT FIRST INTERSTATE BANK**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That council authorize a new First Interstate Bank account for golf course business activities.

OVERVIEW:

The golf course is increasing business activities with the increase in memberships and bank activity, and opening a new bank account will increase efficiency and transparency.

STAFF ANALYSIS:

Finance is monitoring the increase in business activities and recommending a new golf course bank account to improve efficiency and transparency. The finance team will increase in efficiency at month-end closing with the separation of business activities from the general account. The signature holders remain the same as the city's general account.

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

City of Madras Golf Course Account Agreement with First Interstate Bank.

STRATEGIC GOAL:

Account Agreement

Date: 07/03/2024

Institution Name & Address

FIRST INTERSTATE BANK
 PO BOX 30918
 BILLINGS, MT 59116-0918

Internal Use DDA ANALYZED BUSINESS CHECKING

Account Title & Address

CITY OF MADRAS
 GOLF COURSE

125 SW E ST
 MADRAS OR 97741

Owner/Signer Information 1

Name	JENNIFER TOWNSEND	
Relationship	SIGNER ON ACCOUNT	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone:		Mobile Phone:
Birth Date:		SSN/TIN:

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: ONE (1)

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features SPECIFIC ACCOUNT DETAILS

Agent (See Owner/Signer Information for Agent Designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account

The specified ownership will remain the same for all accounts.

- Individual
 Joint with Survivorship (not as tenants in common)
 Joint with No Survivorship (as tenants in common)
 Sole Proprietorship or Single Member LLC Partnership
 LLC-enter tax classification (C Corp S Corp Partnership)
 C Corporation S Corporation Government Entity / Public
 Trust-Separate Agreement Dated: _____

Beneficiary Designation

(Check appropriate ownership above.)

- Revocable Trust Pay-On-Death (POD)

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

(1): [X]
 JENNIFER TOWNSEND
 I.D. # _____ D.O.B. _____

(2): [X]
 MICHAEL LEPIN
 I.D. # _____ D.O.B. _____

(3): [X]
 NICHOLAS SNEAD
 I.D. # _____ D.O.B. _____

(4): [X]
 WILLIAM IBERSHOF
 I.D. # _____ D.O.B. _____

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Kate Knop, Finance Director

Through: Will Ibershof, City Administrator

Subject: **NEW CITY OF MADRAS PAYROLL BANK ACCOUNT AT FIRST INTERSTATE BANK**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That council authorize a new First Interstate Bank account for payroll activities.

OVERVIEW:

The city's payroll transactions are processed through the city's general bank account, and opening a new payroll account will increase efficiency and transparency.

STAFF ANALYSIS:

Finance is recommending a new payroll account for payroll activities that includes regular payroll and accounts payable transactions. The new bank account will improve the time it takes to process bank reconciliations and increase efficiency and transparency.

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

City of Madras Payroll Account Agreement with First Interstate Bank.

STRATEGIC GOAL:

Account Agreement

Date: 07/03/2024

Institution Name & Address

FIRST INTERSTATE BANK
PO BOX 30918
BILLINGS, MT 59116-0918

Internal Use DDA ANALYZED BUSINESS CHECKING

Account Title & Address

CITY OF MADRAS
PAYROLL

125 SW E ST
MADRAS OR 97741

Owner/Signer Information 1

Name	JENNIFER TOWNSEND	
Relationship	SIGNER ON ACCOUNT	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone:	Mobile Phone:	
Birth Date:	SSN/TIN:	

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: ONE (1)

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features SPECIFIC ACCOUNT DETAILS

Agent (See Owner/Signer Information for Agent Designation(s).)

Ownership of Account

The specified ownership will remain the same for all accounts.

- Individual
- Joint with Survivorship (not as tenants in common)
- Joint with No Survivorship (as tenants in common)
- Sole Proprietorship or Single Member LLC Partnership
- LLC-enter tax classification (C Corp S Corp Partnership)
- C Corporation S Corporation Government Entity / Public
- Trust-Separate Agreement Dated: _____
- _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Beneficiary Designation

(Check appropriate ownership above.)

- Revocable Trust Pay-On-Death (POD)
- _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

(1): [X]
JENNIFER TOWNSEND
I.D. # _____ D.O.B. _____

(2): [X]
MICHAEL LEPIN
I.D. # _____ D.O.B. _____

(3): [X]
NICHOLAS SNEAD
I.D. # _____ D.O.B. _____

(4): [X]
WILLIAM IBERSHOF
I.D. # _____ D.O.B. _____

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: [DEQ Loan Agreement R62377](#)
Industrial Pre-treatment Program

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the loan agreement R62377 for the Industrial Pretreatment Program in the amount of \$100,000.

OVERVIEW:

Staff applied for a planning loan/grant from DEQ for the Industrial Pre-treatment Program in December 2023. The City currently does not have a program to deal with our industrial users and the strength of their wastewater. This project consists of developing an Industrial Pre-treatment Program (IPP) for the utility department to help protect water quality and the city's wastewater treatment plants (WWTPs) from harmful pollutants that could potentially be discharged into the collection system from nonresidential users. Once implemented, the city will have pollutant limits established and a program in place to monitor and control pollutants discharged into its wastewater collection system and, ultimately, into its treatment plants.

STAFF ANALYSIS:

The city has been awarded a planning loan/grant in the amount of \$100,000.00 to be used to implement a industrial pre-treatment program. The loan/grant from DEQ has a 100% forgiveness. Staff is recommending that Council approve the execution of loan number R62377.

FISCAL INFORMATION:

The project will be expended in Wastewater Operations under professional services. A budget resolution will be needed as we did not account for it in the 2024-2025 budget.

SUPPORTING DOCUMENTATION:

DEQ Loan agreement R62377

STRATEGIC GOAL:

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
No. R62377**

BETWEEN

**THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

AND

CITY OF MADRAS

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THIS LOAN AGREEMENT is made and entered into as of the date it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality ("DEQ")**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 8 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R62377.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) BORROWER: City of Madras

(B) BORROWER'S ADDRESS: 125 SW E Street
MADRAS, OR 97741

(C) LOAN AMOUNT: \$100,000.

(D) TYPE AND PURPOSE OF LOAN. The Loan is made by DEQ pursuant to OAR Section 340-054-0065(1)(b) for the purpose of financing the Project and is secured by the Borrower's pledge of its full faith and credit and taxing power.

(E) PROJECT TITLE: Industrial Pretreatment Program

(F) DESCRIPTION OF THE PROJECT: The Borrower will develop an industrial pretreatment program to protect the City's WWTF from harmful pollutants discharged by non-residential users. Components of the project include: conducting an industrial user survey, developing local pollutant limitations, developing a monitoring program, and developing program implementation procedures.

(G) INTEREST RATE: Zero and 98/100 percent (0.98%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) Five (5) years after the Completion Date or (b) Five (5) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual payments of principal and interest in accordance with Appendix A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under the Loan Agreement, which are payable from and secured by all legally available funds of the Borrower.

(K) LOAN FORGIVENESS: If the Borrower completes the Project, and provided there is no default of any of the terms hereof, DEQ shall forgive one hundred percent (100%) of the Loan or \$100,000, whichever is less (the portion of the Loan that is forgiven being referred to as the "Forgivable Loan"), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 287A and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as Appendix B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current Appendix B with an updated Appendix B which is dated and signed by both parties.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of work performed upon the Project and Project-related expenses incurred and such receipts for the payment of the same, releases, satisfactions and other signed statements and forms as DEQ may reasonably require. DEQ will disburse funds to pay Project costs only after the Borrower has provided documentation satisfactory to DEQ that such Project costs have been incurred and qualify for reimbursement hereunder.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible

expenditures, mathematical errors, work not performed, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for work performed or Project-related expenses incurred unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended such amount for the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed until the Final Loan Amount is determined and the final repayment schedule is prepared and thereafter on a 360-day year basis and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Preliminary Repayment Schedule; Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule.
After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period. This final repayment schedule, when signed and dated by the parties, will replace the preliminary payment schedule as Attachment A without the necessity of an amendment to this Agreement; provided however that if the final repayment schedule is for a Loan Amount that is less than the Loan Amount set forth in ARTICLE 1(C), the parties must execute a formal amendment to this Agreement.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to

accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than five (5) years after the Completion Date.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 24 hours prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan.

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) (“ineligible uses”), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ’s demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing municipal corporation of the State of Oregon and has full corporate and other powers to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility, other than licenses and permits relating to the Facility which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is June 30, 2025. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$100,000

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) CONTINUING REPRESENTATIONS OF THE BORROWER. The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) REPRESENTATIONS AND WARRANTIES OF DEQ. DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) CONDITIONS TO CLOSING. DEQ's obligations hereunder are subject to the condition that on or prior to September 30, 2024, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

- (1)** this Agreement duly executed and delivered by an authorized officer of the Borrower;
- (2)** a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;
- (3)** Certification Regarding Lobbying, substantially in the form of APPENDIX F, duly executed and delivered by an authorized officer of the Borrower;
- (4)** an opinion of the legal counsel to the Borrower to the effect that:
 - (a)** The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;
 - (b)** This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;
 - (c)** To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) The Gross Revenues from which the Net Operating Revenues are derived and that are used as security for the Loan will **not** constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require .

(B) CONDITIONS TO DISBURSEMENTS. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF Program for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) GENERAL COVENANTS OF THE BORROWER. Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Operating Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed in APPENDIX D the equal employment opportunity provisions in APPENDIX E, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX E.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation and maintenance of the Facility and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"). However, the DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) DEBT SERVICE COVERAGE REQUIREMENT; WASTEWATER RATE COVENANT; REPORTING.

(1) Debt Service Coverage Requirement. The Borrower shall maintain wastewater rates and charge fees in connection with the operation of the Facility that are adequate to generate Net Operating Revenues in each fiscal year sufficient to pay (i) all debt service (excluding debt service on the Loan), (ii) all other financial obligations imposed in connection with prior lien obligations of the Borrower, and (iii) an amount equal to the debt service coverage factor of 105% multiplied by the debt service payments due under this Loan Agreement in that fiscal year; provided, however, the amount required under (i) shall include any amounts required by DEQ to provide coverage satisfactory to DEQ on prior lien obligations or new lien obligations the Borrower may incur that DEQ determines are inadequately secured or otherwise may adversely affect the ability of the Borrower to repay the Loan.

(2) Wastewater Rate Adjustments. The Borrower shall review its wastewater rates and fees at least annually. If, in any fiscal year, the Borrower fails to collect fees sufficient to meet the debt service coverage requirement described in ARTICLE 5(B)(1), the Borrower shall promptly adjust its wastewater rates and fees to assure future compliance with such coverage requirement. The Borrower's adjustment of the wastewater rates and fees does **not** constitute a cure of any default by the Borrower of the debt service coverage requirement set forth in ARTICLE 5(B)(1). The Borrower's failure to adjust rates shall not, at the discretion of DEQ, constitute a default if the Borrower transfers to the fund that holds the Net Operating Revenues unencumbered resources in an amount equal to the revenue deficiency to the Facility that produces the Net Operating Revenues.

(3) Reporting Requirement. By December 31 of each year the Borrower shall provide DEQ with a report that demonstrates the Borrower's compliance with the requirements of this ARTICLE 5(B). If the audit report described in ARTICLE 5(F) identifies the Net Operating Revenues and contains a calculation demonstrating the Borrower's satisfaction of the requirements of this ARTICLE 5(B), that audit will satisfy the requirements of this ARTICLE 5(B)(3).

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. Until the Final Loan Amount is calculated, the Loan reserve requirement is \$0. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants to DEQ a security interest in and irrevocably pledges the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding

from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from any lawfully available funds after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) **INSURANCE.** At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) **INDEMNIFICATION.** *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) **THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.**

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done on the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Audit. Federal enabling legislation and applicable regulations require an audit of each CWSRF Loan. The Borrower agrees to provide to DEQ the following which DEQ agrees to accept as adequate to meet this federal audit requirement.

(a) As soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding; and

(b) As soon as possible, but in no event later than nine (9) months after the end of each fiscal year, a copy of the Borrower's annual audit report, if requested by DEQ.

(G) DBE GOOD FAITH EFFORT. Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises (“MBE”), Women's Business Enterprises (“WBE”), and Small Businesses in Rural Areas (“SBRA”) on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), language to the following effect (the exact language may vary):

(1) A prime contractor is required to pay its subcontractor(s) no more than 30 days from the prime contractor's receipt of payment from the Borrower.

(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must use the Six Good Faith Efforts as described in 40 C.F.R. 35.3145(d) in selecting a replacement subcontractor.

(4) A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(H) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) DISCLAIMER OF ANY WARRANTY. DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF DATA AND INFORMATION USED IN AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORK PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any review or disbursement made by DEQ. Any review done by DEQ shall be for its sole benefit.

(B) DISCLAIMER OF LIABILITY OF DEQ. DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF ANY COSTS OR EXPENSES INCURRED FOR THE PROJECT OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs and expenses, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) NONLIABILITY OF STATE.

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any omissions or errors in the findings, conclusions and recommendations for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any review or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the findings, conclusions and recommendations of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 7: DEFAULT AND REMEDIES

(A) EVENTS OF DEFAULT. The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) REMEDIES. If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

(2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

(3) Reserved.

(4) Reserved.

(5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;

(6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF;

(7) Pursue any other legal or equitable remedy it may have.

ARTICLE 8: DEFINITIONS

(A) **“BORROWER”** means the public agency (as defined in ORS 468.423(2)) shown as the “Borrower” in Article 1(A) of this Agreement.

(B) **“COMPLETION DATE”** means the date on which the Project is completed, and, if required, approved by DEQ.

(C) **“COSTS OF THE PROJECT”** means expenditures approved by DEQ that are necessary to carry out the Project in compliance with DEQ’s requirements and may include but are not limited to the following items:

(1) The costs and expenses that the Borrower is required to pay under the terms of any contract for the performance of work related to the Project;

(2) The costs of insurance of all kinds that may be required or necessary during the course of completion of the Project;

(3) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(4) Any other costs approved in writing by DEQ.

(D) **“CWSRF PROGRAM” or “CWSRF”** means the Clean Water State Revolving Fund Loan Program, a loan program administered by DEQ under ORS 468.423 to 468.440.

(E) **“DEQ”** means the Oregon Department of Environmental Quality.

(F) **“DIRECTOR”** means the Director of DEQ or the Director's authorized representative.

(G) **“FACILITY”** means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services.

(H) “**FINAL LOAN AMOUNT**” means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) “**GROSS REVENUES**” means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.

(J) “**LOAN**” means the loan made pursuant to this Loan Agreement.

(K) “**LOAN AGREEMENT**” or “**AGREEMENT**” means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(L) “**LOAN AMOUNT**” means the maximum amount DEQ agrees to loan the Borrower hereunder.

(M) “**LOAN RESERVE ACCOUNT**” means the account described in ARTICLE 5(C)(2).

(N) “**LOBBYING**” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(O) “**NET OPERATING REVENUES**” means the Gross Revenues less the Operating Expenses for the Facility.

(P) “**OPERATING EXPENSES**” means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(Q) “**OUTSTANDING LOAN AMOUNT**” means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(R) “**PROJECT**” means the activities or documents described in ARTICLE 1(E) and (F).

(S) “**REPAYMENT PERIOD**” means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than twenty (20) years after the Completion Date.

(T) "STATE" means the State of Oregon.

ARTICLE 9: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah Street
Portland, Oregon 97232
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) **WAIVERS AND RESERVATION OF RIGHTS.**

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) **TIME IS OF THE ESSENCE.** The Borrower agrees that time is of the essence under this Loan Agreement.

(D) **RELATIONSHIP OF PARTIES.** The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) **NO THIRD PARTY BENEFICIARIES.** DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan

Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 9(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 9(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 9(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) **COUNTERPARTS.** This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) **ENTIRE AGREEMENT; AMENDMENTS.** This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

BORROWER: CITY OF MADRAS

By: _____ Date _____
Authorized Officer

Typed Name: _____

Title: _____

**STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: _____ Date _____
Jennifer Wigal, Water Quality Administrator

APPENDIX A: REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
 STATE REVOLVING FUND LOAN PROGRAM
REPAYMENT SCHEDULE

BORROWER:	City of Madras	ANNUAL INTEREST RATE:	0.98%
SRF LOAN NO.:	R62377	TERM IN YEARS:	5
LOAN AMOUNT:	\$ 100,000	PAYMENT AMOUNT:	\$ 0.00
		ANNUAL FEE:	0.0%

Due Date	Pmt#	Principal	Interest	Fees	Total	Principal Balance
			PF Applied			0
6/1/2026	1	0	0	0	0	0
12/1/2026	2	0	0	0	0	0
6/1/2027	3	0	0	0	0	0
12/1/2027	4	0	0	0	0	0
6/1/2028	5	0	0	0	0	0
12/1/2028	6	0	0	0	0	0
6/1/2029	7	0	0	0	0	0
12/1/2029	8	0	0	0	0	0
6/1/2030	9	0	0	0	0	0
12/1/2030	10	0	0	0	0	0
TOTALS		0	0	0	0	
REQUIRED LOAN RESERVE:		\$	-			

APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Borrower:	City of Madras						
Loan #:	R62377						
Int. Rate:	0.98%						
1st Pmt:	6/1/2026						
							0
Disb. Number	Paid/ Estimate	Disb. Amount	PF Applied	Net Disb. Amount	Disb. Date	Total # of Days	Interest Amount
1	Estimate	25,000	25,000	0	10/1/2024	608	0.00
2	Estimate	25,000	25,000	0	1/1/2025	516	0.00
3	Estimate	25,000	25,000	0	3/1/2025	457	0.00
4	Estimate	25,000	25,000	0	6/1/2025	365	0.00
Total		100,000	100,000	0			0.00

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) To include qualified small, minority and women's businesses on solicitation lists;
- 2) To assure that small, minority, women's businesses are solicited whenever they are potential sources;
- 3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) To use the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: www.epa.gov/osdbu

Oregon Office of Minority, Women and Emerging Small Business

350 Winter Street N.E., Room 300

Salem, OR 97301-3878

Phone: 503 – 947 – 7922

Web Site: www.cbs.state.or.us/omwesb

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS (“CROSS-CUTTERS”)

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).

Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).

Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution Control Act.

Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including Executive Orders 11914 and 11250).

APPENDIX E
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX F: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Recipient _____