



MADRAS CITY COUNCIL MEETING – AMENDED AT 3:32 PM

Tuesday, July 26, 2022 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.

Virtual Meeting Details:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **541 475 2344**

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#**

AGENDA

- I. **Call Meeting to Order**
- II. **Pledge of Allegiance and Prayer**
- III. **Roll Call**
- IV. **Changes/Additions to Regular Agenda**
- V. **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 to be routine, and will be enacted by one motion. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- 1. Approval of June 14, 2022 City Council Meeting Minutes
- 2. Approval of June 28, 2022 City Council Meeting Minutes
- 3. Approval of June 28, 2022 City Council Executive Session Meeting Minutes
- 4. Resolution No. 20-2022 US Department of Housing Section 3 Amendment Requirement by Business Oregon
- 5. Appointment of Public Works Director and Interim Police Chief (Moved to Regular Agenda #9)
- 6. Ratification of Grant Agreement for WWII Hangar Window Replacement
- 7. Authorization to Purchase IT Server for Police Department/Finance
- 8. UGB Boundary Amendment for the Yarrow Development (Moved to Regular Agenda #10)

VI. **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.

VII. Visitor Presentation

1. Annual Insurance Update
PayneWest Insurance

VIII. Regular Agenda

1. Psilocybin Service Centers and Manufacturing Operations within City Limits
City Administrator Gus Burril
2. Ordinance No. 969
An ordinance of City of Madras repealing Ordinance No. 966, which ordinance ratified creation of the Jefferson County Road Agency.
City Administrator Gus Burril
 - A. Opportunity for public to present questions and/or comments.
 - B. Motion to read Ordinance by title only.
 - C. City Attorney or their designee will read Ordinance by title only.
 - D. Opportunity for Council to present questions and/or comments.
 - E. Motion to approve and adopt Ordinance (if Council so chooses).
 - F. City Recorder takes a roll call vote.
3. Jefferson County Multi-Use Community Pathway (Culver to Madras) Grant Match Request
City Administrator Gus Burril
4. Resolution No. 21-2022
A resolution of the City of Madras authorizing the City of Madras to apply for a 2022 Safe Routes to School grant for the “SRTS 2022 Buff Elementary - J Street and McTaggart - Crossing Enhancements and Sidewalk” project in the amount of \$515,000.00.
Interim Public Works Director Jeff Hurd
5. Proposal for Sewer Line Connection Fee Reduction for Established Homes
City Administrator Gus Burril and Public Works Office Coordinator Michele Quinn
6. Authorization to Purchase Mobile Data Terminals for Madras Police Department
Police Sergeant Steve Webb
7. Authorization to Purchase Body Cameras for Madras Police Department
Police Sergeant Steve Webb
8. City Vouchers
Finance Director Kristal Hughes
9. Appointment of Public Works Director and Temporary Staffing Changes for Madras Police Department
HR & Administrative Director Charo Miller
10. UGB Boundary Amendment for the Yarrow Development
Community Development Director Nicholas Snead
11. Broadband Update - Verbal
Community Development Director Nicholas Snead

- [12.](#) NeighborImpact Request for Interest to Serve as Board Member - Verbal
Community Development Director Nicholas Snead

IX. Additional Comments, Announcements, and Department Reports

1. League of Oregon Cities Annual Conference
2. **League of Oregon Cities Request for Legislative Priorities (Added)**
3. Email to City Council from Austin Throop

X. Adjourn Meeting

MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES
City Hall Council Chambers, 125 SW "E" Street, Madras, Oregon
June 14, 2022

I. Call to Order

Mayor Ladeby called the meeting to order at 5:59 p.m.

II. Roll Call (P=Present; A=Absent); 7 Councilors Present

Council Members	P/A
Richard Ladeby, Mayor	P
Rosalind Canga	P
Jennifer Holcomb	P
Mike Seibold	P
Gabriel Soliz	P
Gary Walker	P
Lamar Yoder	P

Staff Members	P/A	Staff Members	P/A
Gus Burril, City Administrator	P	Nicholas Snead, Community Development	P
Garrett Chrostek, City Attorney	P	Jeff Hurd, Public Works	P
Tanner Stanfill, Police Chief	P	Michele Quinn, Public Works	P
Charo Miller, HR & Administration	P	Lysa Vattimo, City Recorder	A
Kristal Hughes, Finance	P		

VISITORS IN CHAMBERS	VISITORS ON ZOOM
Dr. Jinnell Lewis, Marcus Thompson, Randy Jasa, St. Charles	Angela Saraceno, St. Charles
Dr. Rob Ross, OHSU	
Mack Gardner	

III. Changes/Additions to Regular Agenda

There were no changes to the regular agenda.

IV. City Council Consent Agenda

1. Approval of May 26, 2022 City Council Meeting Minutes
2. Approval of May 26, 2022 City Council Executive Session Meeting Minutes
3. Appointment of Ashlyn Etter to the Planning Commission
4. Resolution 13-2022 Government Obligation to Purchase Elgin Sweeper
5. BendTel Contracts for Phone Service at Public Works Facilities

Motion	That we approve the consent agenda.						
Moved:	Holcomb						
Seconded:	Walker						
Ayes:	Canga, Seibold, Soliz, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

V. Public Comments (please limit to 3 minutes)

There were no public comments.

VI. Visitor Presentation(s)

1. St Charles/OHSU Rural Residency Program

Dr. Lewis, St. Charles and Dr. Ross, OHSU - St. Charles Rural Residency Program.

Dr. Lewis, Program Director for the Rural Residency Program, stated that one of the many goals of the program is to provide training for primary care doctors who are interested in practicing medicine in rural areas. Currently, there are about 100 vacancies in rural areas of Oregon and there hasn't been a training opportunity in Central Oregon up until now. They have been working on putting the program together for over two years. Mosaic Medical Group is partnering with St. Charles and will host two of the six residents per year. The residency program will be funded by grants with residents onsite as early as August 2025. By the time they enter the residency program they will have four years of undergraduate training and four years of medical school training. During their first two years in the program, they will receive intensive training in multiple specialties. Each year (for two years) there will be two residents at Mosaic, two at St. Charles, and two at Indian Health Services in Warm Springs. They will have patients they regularly treat, they'll work rounds in the hospital and ER, etc. They will also do rounds in Prineville. Once the two-year program is completed, we will have a total of 12 physicians moving to our area which has a big impact to the community (economics, housing, schools, etc.).

Dr. Ross added that it is a huge lift to start a residency program, but over time, it has a positive affect on a community. He was involved in the residency program in Klamath Falls and the positive impact there was huge. The fact that Madras will be receiving OHSU trained physicians is a big benefit. OHSU Family Medicine Residency was ranked #1 in US News & World Report for the last three years. This community will receive really high quality people in their second and third years of residency who will enhance the care to the community. Over the course of time, since the residents will need specialty training, this program should bring back some of the specialty access services to Madras (urology, orthopedics, ear/nose/throat, etc.) so patients don't have to drive all the way to Redmond or Bend for their care. He is continuing to apply for grants to expand services.

Mayor Ladeby asked what factors make it difficult to recruit doctors to rural areas.

Dr. Lewis responded that it's multi-factorial, dependent upon the individual.

VII. Public Hearings

1. Supplemental Budget Hearing

- A. Mayor Ladeby opened the Hearing at 6:21 pm.
- B. **Finance Director Hughes** reported that this will be the last supplemental budget hearing for this fiscal year. The golf course is adding a few food service items in order to increase sales and revenue. Airport fuel sales and the cost of fuel are increasing. There were some new items needed in IT that came in this fiscal year.
- C. There were no comments from the Public.
- D. There were no Council deliberations, questions, and/or comments.
- E. Mayor Ladeby closed the Hearing at 6:24 pm.
- F. Formal Action was by Resolution.

Resolution No. 14-2022

A resolution authorizing an increase in appropriation to recognize unanticipated revenues, and expenses, and the transfer appropriations within funds for Fiscal Year 2021-2022.

Motion	That the Council approve and adopt Resolution No. 14-2022 as proposed.						
Moved:	Walker						
Seconded:	Holcomb						
Ayes:	Canga, Seibold, Soliz, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

2. Budget Hearing - Election to Receive State Revenues

- A. Mayor Ladeby opened the Hearing at 6:25 pm.
- B. **Finance Director Hughes** reported that State revenues are expected to hit \$960,000 next year. It is possible that the highway gas fund could be lower.
- C. There were no comments from the Public.
- D. There were no Council deliberations, questions, and/or comments.
- E. Mayor Ladeby closed the Hearing at 6:26 pm.
- F. Formal Action was by Resolution.

Resolution No. 15-2022

A resolution of the City of Madras declaring the City's election to receive state revenues.

Motion	That Council approve and adopt Resolution No. 15-2022, as proposed.						
Moved:	Yoder						
Seconded:	Canga						
Ayes:	Holcomb, Seibold, Soliz, Walker						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

3. Budget Hearing – City of Madras 2022-23 Budget Amendments

- A. Mayor Ladeby opened the Hearing at 6:27 pm.
- B. **Finance Director Hughes** provided Council with an amended copy from what was presented in the packet and explained that per budget law (ORS 294), she needs to review these changes with Council tonight, republish the LB-1 with the changes, and then Council will have an opportunity to approve the budget with all these changes incorporated. She proceeded to review the changes fund by fund.
- C. There were no comments from the Public.
- D. There were no Council deliberations, questions, and/or comments.
- E. Mayor Ladeby closed the Hearing at 6:44 pm.
- F. Motion to approve, modify, deny, or continue.

Motion	To approve the amendments as outlined for the Fiscal Year 2022-23 budget.						
Moved:	Holcomb						
Seconded:	Soliz						
Ayes:	Canga, Seibold, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

4. Right-of-Way Vacation Hearing

Proposal to vacate a portion of Kemper Way per partition plat 1994-17.

- A. Mayor Ladeby opened the Public Hearing at 6:45 pm.
- B. There were no disclosures of conflicts of interest or economic conflicts of interest.

- C. **Interim Public Works Director Hurd** explained that there is a stretch of Kemper Way that was never vacated when Yarrow and the Madras Aquatic Center (MAC) were built. The area highlighted on the map is located in the middle of the MAC and 509J School District parking lots. If approved, the area will revert back to the original property that vacated it, which is actually 509J School District, making the MAC's parking lot on the school's property. They will work out their own deals on the that issue.
- D. There was no Public Testimony.
- E. There were no other Staff comments.
- F. Mayor Ladeby closed the Public Hearing at 6:47 pm
- G. Motion to approve.

Motion	That Council approve vacation of unused right-of-way on Kemper Way located in the parking area between the MAC and Jefferson County School District.						
Moved:	Soliz						
Seconded:	Seibold						
Ayes:	Canga, Holcomb, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

VIII. Regular Agenda

1. Ordinance No. 967 Kemper Way Right-of-Way Vacation

An ordinance declaring the vacation of a portion of the public right of way dedication per Partition Plat 1994-17.

Interim Public Works Director Hurd explained that this is the Ordinance that formally vacates the portion discussed in the previous public hearing.

- A. There were no public questions and/or comments.
- B. Motion to read Ordinance by title only.

Motion	To read Ordinance 967 by title only.						
Moved:	Canga						
Seconded:	Soliz						
Ayes:	Holcomb, Seibold, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

- C. **City Attorney Chrostek** read the Ordinance title.
- D. There were no questions and/or comments from Council.
- E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion	That Council approve Ordinance No. 967						
Moved:	Soliz						
Seconded:	Seibold						
Ayes:	Canga, Holcomb, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

- F. City Recorder took a roll call vote.

NAME	AYES	NAYS	ABSENT	RECUSED	VACANCIES
COUNCILOR CANGA	x	0	0	0	0
COUNCILOR HOLCOMB	x	0	0	0	0

COUNCILOR SEIBOLD	x	0	0	0	0
COUNCILOR SOLIZ	x	0	0	0	0
COUNCILOR WALKER	x	0	0	0	0
COUNCILOR YODER	x	0	0	0	0
	6	0	0	0	0
MAYOR LADEBY <i>(In case of a tie)</i>					
TOTALS:	6	0	0	0	0

Ordinance No. 967 passed unanimously, 6/0.

2. Ordinance No. 968

An ordinance of the City of Madras approving Planning File No. TA-22-1; adopting the downtown parking plan; amending Madras Municipal Code Titles 3, 10, and 18 to implement components of the downtown parking plan; amending the Madras Comprehensive Plan to implement components of City’s Housing Action Plan; amending Madras Municipal Code Title 18 to expand housing options in certain zones in furtherance of City’s Housing Action Plan; adopting additional amendments to Madras Municipal Code Title 18 to clarify procedures and requirements for housing and other development applications.

Community Development Director Snead explained that this is the adopting ordinance for the proposed comprehensive plan, transportation system plan and municipal code changes that the Council approved during the May 24th public hearing.

- A. There were no public questions and/or comments.
- B. Motion to read Ordinance by title only.

Motion	That we read Ordinance No. 968 by title only.				
Moved:	Soliz				
Seconded:	Walker				
Ayes:	Canga, Holcomb, Seibold, Yoder				
Nays:	0	Absent:	0	Recused:	0
				Passed:	6/0

- C. **City Attorney Chrostek** read the Ordinance title.
- D. There were no questions and/or comments from Council.
- E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion	That the City approve Ordinance No. 968.				
Moved:	Seibold				
Seconded:	Walker				
Ayes:	Canga, Holcomb, Soliz, Yoder				
Nays:	0	Absent:	0	Recused:	0
				Passed:	6/0

- F. City Recorder took a roll call vote.

NAME	AYES	NAYS	ABSENT	RECUSED	VACANCIES
COUNCILOR CANGA	x	0	0	0	0
COUNCILOR HOLCOMB	x	0	0	0	0
COUNCILOR SEIBOLD	x	0	0	0	0

COUNCILOR SOLIZ	x	0	0	0	0
COUNCILOR WALKER	x	0	0	0	0
COUNCILOR YODER	x	0	0	0	0
	6	0	0	0	0
MAYOR LADEBY <i>(In case of a tie)</i>					
TOTALS:	6	0	0	0	0

Ordinance No. 968 passed unanimously, 6/0.

3. Resolution No. 16-2022 Clean Water Services Loan

A resolution authorizing the Mayor to sign loan documents between the City of Madras and the Department of Environmental Quality, Clean Water State Revolving Fund pledging the borrower’s full faith and credit to receive a loan in the amount of \$1,000,000 for sewer extension at the Mountain View and Sky Ridge Subdivisions.

Interim Public Works Director Hurd explained that this is a loan from DEQ to develop the Sky Ridge-Mountain View sewer project. This project will extend the sewer line up Second Street to Lee Street up to Cleveland Street turning northwest up to Commercial Street at the intersection of Birch. This sewer line will serve another phase of the existing subdivision near TOPS, as well as set up stub services for the O’Meara properties so they can get sewer services.

Motion	That Council approve Resolution No. 16-2022.				
Moved:	Soliz				
Seconded:	Walker				
Ayes:	Canga, Holcomb, Seibold, Yoder				
Nays:	0	Absent:	0	Recused:	0
				Passed:	6/0

4. Senator Lynn Findley ARPA Funding State of Oregon CSFRF Grant Agreement for Homeless Services Center

City Administrator Burril explained that this is a follow-up to the Community Development Block Grant funds of \$750,000 provided by Senator Findley’s office that are allocated for the Homeless Services Center.

Motion	That Council authorize the Mayor to sign the grant agreement with the State of Oregon for the Jefferson County Disadvantaged Services Center (aka Homeless Services Center).				
Moved:	Walker				
Seconded:	Canga				
Ayes:	Holcomb, Seibold, Soliz, Yoder				
Nays:	0	Absent:	0	Recused:	0
				Passed:	6/0

IX. Additional Comments, Announcements, and Department Reports

1. Response to Email re: Traffic Control at Love's Travel Center

City Administrator Burril stated that there was an inquiry about installing a traffic signal at Hall Road and Highway 97 due to congestion from vehicles trying to exit Love’s Travel Center and the Bi-Mart/Grocery Outlet complex. The City doesn’t disagree with traffic congestion issues. When Staff met with ODOT and Love’s wanted access there, Love’s volunteered to pay for a portion of a traffic signal, but ODOT stated they couldn’t place a signal there because there weren’t stacking lanes

or setup to install it. The Mayor responded to the inquiry (see response in packet) about the refinement plan to our Transportation System Plan (TSP) and ideas for improving access at that location.

Community Development Director Snead added that it has been made very clear to ODOT and their traffic consultant that one of the City's big objectives in our TSP identifies that the transportation system in the South Concept area (south of Fairgrounds Road) is to support economic development. Oftentimes, ODOT (and thereby their consultants) are focused on mobility. Economic development can include access, more roads, etc. Staff is watching this closely and both ODOT and their consultant are aware.

City Administrator Burril added that the "J" Street signals were part of the 2008 planning process and the City is just now being approved for them, but would have to pay for them which is over \$1.2M. It is a funding dilemma. State projects take some time.

➤ **Police Department:**

Chief Stanfill reported that Saturday, June 4th there was a great turnout for the Madras High School graduation. Students were recognized for all the sacrifices they had to make during COVID and how managing through that at a young age is quite an accomplishment. The law enforcement banquet that evening had a good turnout from Madras PD and the Sheriff's office. Six Madras PD officers were recognized for outstanding performance. At the July Council meeting there will be additional Lexipol policy updates and some new policies for new equipment. On July 20-21, officers will be participating in an active shooter drill with 509J, Fire-EMS, JC Sheriff, and more. Madras PD is fully equipped to gain access to all 509J schools. They will be incorporating reunification at the Fairgrounds as part of this drill which is a big part of any active shooter incident. The drill will be very low-key to keep trauma to a minimum. Their policy on active shooting incidents is that a shooter is considered "active" until the shooter is stopped. They review major incidents and examine their internal procedures to stay current.

➤ **Finance:**

Finance Director Hughes stated that she was appreciative of Council's patience with the budget process this year.

➤ **Community Development:**

Community Development Director Snead thanked Council for their support and leadership on Ordinance 968.

➤ **Public Works:**

Public Works Coordinator Quinn stated that contractors are driving piles at the "J" Street bridge project this week. The Juniper Hills Trail connector project has begun and should be completed by the end of the month. Public Works crews have been very busy grading roads, weeding trails, etc. The Safe Routes to Schools project on 7th Street is scheduled to begin July 11th.

➤ **HR & Administration:**

HR & Administrative Director Miller stated that there will be a second interview with a Public Works Director candidate on June 15th.

➤ **City Administrator:**

City Administrator Burril asked Jeff Hurd to provide an update on pedestrian improvements at the “J” Street/Strawberry Heights area and the roads to 509J schools.

Interim Public Works Director Hurd stated Kittelson Engineering evaluated the Strawberry Heights/”J” Street “porkchop” intersection since everyone seems to cut through it. They developed a plan to change it out to crosswalks with a Rapid Flash Beacon and advanced warning signs. Public Works is applying for a grant with Safe Routes to Schools to make this their next project. The project is estimated at \$400-500,000. Safe Routes to Schools will fund 80% of a project. The grant application will be submitted at the end of July and awards are about one year after that. Then the project has to go through the design process. It’s about a two-year cycle.

City Administrator Burril stated there is \$93,500 of City funding available for Industrial Space Maker grants. The County also set aside \$93,500 and Senator Findley’s office contributed \$750,000 to the County. The County has received several applications and will hear presentations from the applicants on June 22nd and then try to prioritize the funding. The County would like to know if a) Council would like to turn over their funding to the County through an IGA and allow them to make the awards; b) do a joint grant award; or c) other? There isn’t enough funding collectively to award all the projects submitted. The County may have some additional funding to add to the City’s funding to award another project. One of the applicants has requested \$100,000 and supplementing the City’s funding to meet that request is a possibility. He offered other funding ideas to Council and asked for their feedback. Council can appoint a couple of members to go to the June 22nd meeting to participate in the presentations and give feedback to the County on which projects the City would like their funding to go to. Some of the projects are within city limits and/or in areas soon to be annexed; others are not. He provided details on some of the projects submitted.

The Mayor and Councilor Soliz volunteered to participate in the presentations keeping job creation and the City’s Strategic Goals in mind. They would return to Council with information on the projects and Council will decide which projects they are interested in funding.

Motion	To appoint the Mayor and Gabriel (Soliz) to attend the County Commissioner’s meeting on June 22 nd to listen to the presentations and take into consideration awarding up to \$100,000 and authorize the City Finance Director to modify the budget as necessary per this motion.
Moved:	Holcomb
Seconded:	Canga
Ayes:	Seibold, Soliz, Walker, Yoder
Nays:	---
Absent:	---
Recused:	---
Passed:	6/0

➤ **Legal:**

Nothing to report.

➤ **City Recorder/Communications:**

City Recorder Vattimo was absent from the meeting.

➤ **Council:**

Council thanked staff for all their hard work and for “going the extra mile.” They were excited to see improvements coming in the medical community through the presentation by St. Charles. They expressed appreciation for Madras PD, their work with 509J and feel they keep the city safe. They appreciate all the work that has gone into the Housing Action Plan. It’s great to see the amount of planned growth happening.

X. Adjourn Meeting

The meeting was adjourned at 7:43 pm.

Minutes prepared by:

Lysa Vattimo, City Recorder

MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES
 City Hall Council Chambers, 125 SW "E" Street, Madras, Oregon
June 28, 2022

I. Call to Order

Mayor Ladeby called the meeting to order at 5:30 p.m.

II. Pledge of Allegiance and Prayer

Councilor Seibold led the pledge of allegiance and Councilor Soliz led the prayer.

III. Roll Call (P=Present; A=Absent); 7 Councilors Present

Council Members	P/A
Richard Ladeby, Mayor	P
Rosalind Canga	P
Jennifer Holcomb	P
Mike Seibold	P
Gabriel Soliz	P
Gary Walker	P
Lamar Yoder	P

Staff Members	P/A	Staff Members	P/A
Gus Burril, City Administrator	P	Nicholas Snead, Community Development	A
Jeremy Green, City Attorney	P	Jeff Hurd, Public Works	P
Steve Webb, Police Sargent	P	Michele Quinn, Public Works	P
Charo Miller, HR & Administration	P	Lysa Vattimo, City Recorder	P
Kristal Hughes, Finance	P		

Visitors in Chambers	Visitors on Zoom
Joe Krenowicz, Chamber Director	Ryan Churchill and Chris Brumley, Initiative Brewing

IV. Changes/Additions to Regular Agenda

There were no changes to the regular agenda.

V. Consent Agenda

1. Safe Routes to Schools Project - 7th Street: "B" to "D" Streets - Grant Amendment #1 Timeline Extension
2. Cartegraph Software Services Agreement for Asset Management
3. Housing Needs Analysis Update- Amended DLCD Grant
4. Pro-Tem City Recorder Approval

Motion	That we approve the consent and regular agenda as written and distributed.						
Moved:	Canga						
Seconded:	Holcomb						
Ayes:	Seibold, Soliz, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

VI. Public Comments (please limit to 3 minutes)

Joe Krenowicz, Chamber Director stated that the Airshow of the Cascades owns a tremendous amount of electrical cords, cables, etc., and shares them with other entities (such as the Fairgrounds). This past weekend, the Rockhound group was in town at the fairgrounds and he received a call from them saying they were short on some cords and needed assistance, the City of Madras Public Works (Chris Funk) was happy to assist him. He stated that there are conversations sometimes that the County, City and Chamber don't always work well together or share resources, and wanted the Council to know that they do. He expressed thanks to Public Works for helping out which made for some happy tourists.

VII. Public Hearing(s)

1. Budget Hearing LB-1 To Adopt 2022-23 City Budget

- A. Mayor Ladeby opened the Hearing at 5:34 pm.
- B. **Finance Director Hughes** reported that at the last Council meeting, budget amendments were approved. The LB-1 has been published with those changes.
- C. There were no comments from the public.
- D. There were no Council deliberations, questions, and/or comments.
- E. Mayor Ladeby closed the Hearing at 5:35 pm.
- F. Formal action by Resolution.

Resolution No. 17-2022

A resolution adopting the 2022-2023 budget, making appropriations, imposing the tax, and categorizing the tax in accordance with ORS 294.456.

Finance Director Hughes stated that by approving the resolution, Council will adopt the budget identifying the appropriations, approving the taxes so they can be collected by the County, and setting the rate for the tax.

Motion	That Council approve Resolution No. 17-2022.						
Moved:	Soliz						
Seconded:	Seibold						
Ayes:	Canga, Holcomb, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

VIII. Regular Agenda

1. Jefferson County Industrial Space Maker Grant Considerations

City Administrator Burrell explained that the Mayor and Councilor Soliz participated in the determination of awards meeting on June 22nd at the County. Several of the awarded projects were in Madras. Initiative Brewing was not awarded a grant, but the location they are considering (former Public Health building) is within the Madras Urban Renewal District. Therefore, Staff is recommending Council review their proposal and consider funding their project. Their project renovation will be close to \$1.5M aside from purchase of the property. This project, along with the others presented to the County Commission were all excellent economic development projects. The funding being provided by the City and County (\$1M) could leverage \$5-6M in private development and a lot of jobs which is very exciting. Initiative Brewing will also be making a request to the MRC for a combination grant/loan for renovation of the building in a few months.

Mayor Ladeby added that the collaboration between the City and County was enjoyable and all the presentations were great. All the projects will provide new employment opportunities. He noted that only one applicant pulled out.

Councilor Soliz added that the meeting was very beneficial and the projects are exciting. He thanked Senator Findley for his financial support also. The County was able to fund three projects in full, leaving three projects without funding (one in Metolius, two in Madras).

Ryan Churchill and Chris Brumley, Initiative Brewing updated Council on their financing, estimated start time, jobs, etc. They take over lease of the building in August which will allow them to dial in the renovation costs better. All of their construction quotes came back a little higher than \$1.5M, but after speaking with a smaller, local contractor with extensive experience in commercial kitchen renovations, the estimate is within the scope of their budget. The estimate is contingent upon funding. If they had all of their funding now, they have a contractor who could begin work early Fall 2022. They have secured about \$1M, so they need to secure another \$500,000. They're working hard to get final construction figures so they can secure funding. They were very pleased to hear the City of Madras is open to their project.

They explained that the Madras project would be half manufacturing and half restaurant. Production would employ approximately 5-6 people to meet the demands of the brewery. The restaurant side would employ a minimum of 35 people to maintain the level of service they currently offer by providing in-house made food and products. They estimate they will employ approximately 47 people peak at the Madras location. Seating capacity would be about 225 on the patio and 150 inside.

Councilor Soliz provided information on the other Madras project not funded by the County (tiny homes production) in lieu of their representative being present. They are proposing the renovation of an old potato barn to produce tiny homes. They are currently producing about three homes at a time or 40 per year. If they rehab this potato barn, they anticipate being able to produce 12 homes at a time. They would be adding approximately 40-45 new employees. It was his understanding that the County was considering funding whichever projects the City does not fund, thereby ensuring all projects get funded.

City Administrator Burril added that the tiny homes project still has work to do in determining if the potato barn can even be used as an appropriate facility.

Motion	That the Council hereby approve an award of \$100,000 to the applicant, Initiative Brewing for the building and/or renovation of new manufacturing/production space in Madras and direct staff to prepare a grant agreement.						
Moved:	Holcomb						
Seconded:	Soliz						
Ayes:	Canga, Seibold, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

2. Resolution No. 18-2022 Fee Schedule Update

A resolution of City of Madras amending, restating, superseding, and replacing Resolution No. 18-2021, which resolution established a fee rate and schedule for city services, permits, applications, licenses and other miscellaneous charges.

Finance Director Hughes explained that the updated fee schedule identifies the new water/sewer rates, development permit costs, and system development charges are increasing along with Community Development department review fees. In addition, and

there was some language clean up in the business license section, along with a few other items. The dump site for RV's located down by the Public Works building was in need of replacement at a cost of about \$6,000. The City only takes in about \$250/year in revenue from the site, so there will now be a fee for commercial use. Food cart license fees were added. Hangar rents at the airport will be increasing as they have not been raised in about 10-15 years. New lease agreements will go out in mid-July to be effective August 1st. The new rates will include an inflationary adjustment each year. Rents will still be below Redmond and Bend.

Motion	That Council approve Resolution 18-2022.						
Moved:	Seibold						
Seconded:	Canga						
Ayes:	Holcomb, Soliz, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

3. Resolution No. 19-2022 Elimination of Internal Services Building Fund

A resolution abolishing the internal services building fund and identifying where the unexpended or unobligated balance will be transferred when the fund is abolished.

Finance Director Hughes explained that this resolution would eliminate the Internal Services Building fund and that per budget law, it must be done by resolution. Eliminating this fund will help Staff streamline expenses and reduce confusion.

Motion	That Council approve Resolution No. 19-2022.						
Moved:	Soliz						
Seconded:	Holcomb						
Ayes:	Canga, Seibold, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

4. USDA Forest Service Agreement for Use of Madras Municipal Airport 2022-2025

City Administrator Burril explained that the Forest Service is in the process of preparing a new agreement to use the airport for firefighting operations. He'd like Council's authorization to sign the contract when it arrives in order to keep things progressing. The contract is written so that the airport manager receives 60% of the revenues (fuel sales) as fire operations requires a lot of extra work and attention. The airport manager is working on options for temporary storage of fuel so we don't experience a shortage, however, there are some complexities and high costs associated with this.

Motion	That Council pre-authorize the City Administrator to sign the USDA Forest Service Emergency Facilities and Land Use Agreement for use of the Madras Municipal Airport for Forest Service and BLM firefighting operations and provide 60% revenues to Berg Air, LLC through Berg's applicable contract term.						
Moved:	Soliz						
Seconded:	Yoder						
Ayes:	Canga, Holcomb, Seibold, Walker						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

5. Rotary Club Request for Support of Jefferson County Graduates - Verbal

City Administrator Burril explained that the Rotary is seeking funding for local students through the purchase of advertising in their sports newsletter. Historically, the City has purchased a full page advertisement. The cost for a full-page ad this year is

\$400.00. If Council wishes to provide the support again this year, the funding would come out of the Community Grant fund.

Motion	That we give a full page advertisement for \$400.00.						
Moved:	Canga						
Seconded:	Soliz						
Ayes:	Holcomb, Seibold, Walker, Yoder						
Nays:	0	Absent:	0	Recused:	0	Passed:	6/0

6. City Vouchers

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

Motion	That we approve the City vouchers for the month of May 2022.						
Moved:	Canga						
Seconded:	Yoder						
Ayes:	Holcomb, Seibold, Soliz						
Nays:	0	Absent:	0	Recused:	1	Passed:	5/0

IX. Additional Comments, Announcements, and Department Reports

➤ **Police Department:**

Sergeant Webb reported that on June 18th, Sgt. Brown, working in conjunction with Oregon State Police and Jefferson County Sheriff’s Office conducted a pedestrian enforcement operation on 4th & “G” Street resulting in 19 enforcement actions. Officers have been busy with cases. Detective Schulke has been working on a child exploitation case for about 18 months and with a search warrant this morning was able to arrest a suspect today. The active shooter training with 509J went well. It was a good refresher for everyone.

➤ **Finance:**

Finance Director Hughes reported that the City passed the budget tonight, so next up for Finance is the audit. She added that there is a utility customer who is in the hospital for a month and will be for another month. They have their sewer account with the City and their water account is with DVWD. The customer wants to keep the water on to water their lawn, so they are asking if they can suspend their sewer without turning off their DVWD water. When the water is managed by DVWD, the City doesn’t currently have a way of monitoring water usage. She asked Council for a decision on how to handle this. In the past, Finance staff has encountered situations where accounts have had the water on for many years, but sewer was not connected. These accounts can get lost in the billing program and this is why they have required the water to be turned off.

Councilor Seibold stated that it sounds like the City’s policy is based on limitations of the billing system. There may be some value in developing a process to try to capture these situations. He suggested a deeper dive into the current system be explored to see if a modification can be made. He understands the need to be fiducially responsible, but also wants to show compassion to our citizens.

Councilor Holcomb suggested a hardship application where there is a set timeline (e.g., three months) and then the sewer will be turned back on rather than leaving it off for an indefinite amount of time.

Finance Director Hughes responded that the system will allow them to set a reconnect date. She isn't sure how staff would test the requestor's hardship. She doesn't want to put staff in the position of having to check an individual's hardship. Currently, when a customer states they are unable to pay their bills, Staff refers them to NeighborImpact or LINC rather than asking them about their situation. She would prefer not to have the City be the custodian of a customer's personal hardship data.

Councilor Soliz concurred with Finance Director Hughes' statement. He deals with hardship requests in his line of work and proving hardships is complicated.

Finance Director Hughes responded that, if the water is turned off, it's not difficult, but if it's not and they receive the meter read from DVWD the next year, then they can't prove the sewer hasn't been used.

Councilor Walker responded that he agrees and hardships should be referred out.

Councilor Holcomb responded that this case is not necessarily a hardship, but the customer's son is requesting not to pay for sewer because his mother is in the hospital. She added that the City provided hardship allocations during COVID.

Councilor Seibold stated that he would like the City to explore an option that fits individual situations like these.

City Administrator Burril stated that when there are policy challenges like this one, Staff typically reach out to other municipalities to see how they handle them.

Council requested that Staff reach out to other municipalities to see how they handle these types of situations.

➤ **Community Development:**

City Administrator Burril stated that a final plat for Willowbrook has been approved and the County has approved addresses. Foundation permits have been released on the next two apartment buildings up on Yarrow Avenue. A subdivision on Loucks Road near Kincaid is preparing to submit tentative plat conditions for a multi-phase development. The property where two of the approved Industrial Space Maker grant projects will be located (at Hall Road next to Love's) needs to be annexed into the city (about 20 acres) over the next couple of months. This will be mixed-use employment zoned and works together with the Jefferson County Transportation Equity Project.

➤ **Public Works:**

Public Works Interim Director Hurd reported that the City was awarded a grant to replace windows on the North WWII hangar. The "J" Street bridge project is moving along with concrete caps being poured on the pilings next. The bridge should start to take shape about mid-July. He will be doing a grant presentation for Hoffman Park on July 11th. This is a \$1.2M project and the City is requesting \$750,000 for Phase 1 which would include grass, parking lot, irrigation, utilities, building the road out and a few amenities. He is also working on the Safe Routes to Schools grant for a pedestrian crosswalk with a Rapid Flashing Beacon on "J" Street at Strawberry Lane. The "pork chop" island would be removed and sidewalks installed on McTaggart towards the school with an additional Rapid Flashing Beacon. The goal is to develop a continuous walking route connecting

Strawberry Heights, Treasure Hills and the manufactured home park all the way to the schools.

Public Works Coordinator Quinn added that crews are busy preparing gravel roads for abatement. Juniper Hills Trail is paved and the crosswalk is getting installed. Public Works crews are preparing Sahalee Park for the 4th of July event.

➤ **HR & Administration:**

HR & Administrative Director Miller reported that the City has hired Michael Whitfield as the new Public Works Director who will begin August 1st. She continues to work on police department recruitments.

➤ **City Administrator:**

City Administrator Burril reported that he met with Fire Chief Jeff Blake, Simon White at 509J and Operations Manager Chris Funk for July 4th fire control/fire preparedness. The City supports the efforts with a water truck and dedicated Public Works employee, which the school district appreciates. ODOT is working through value engineering (when projects require more funding than money available) on their 2024 project, prioritizing where infill sidewalks will go and what other enhancements can occur. He and Jeff Hurd will attend those meetings to provide input on which items can be cut versus what needs to remain. It's a \$20M+ project and their first estimate came in at \$39M. He is involved with a group that is coordinating with State Representative Vikki Breese-Iverson to prepare her on high-priority items for our area including the Jefferson County Equity Transportation project which ties into new industrial buildings in the south part of town, housing support being developed south and west of town, and balancing traffic congestion between Hwys 97 and 361 until we can get the State more involved in refining the plan south of "J" Street and committed to making large investments there.

➤ **City Recorder/Communications:**

Nothing to report.

➤ **Legal:**

Nothing to report.

➤ **Council:**

Council thanked staff for all their hard work, all the great projects they are working on, and the grants they bring in to help fund them. They thanked Jeff Hurd and Michele Quinn for keeping Public Works going during the Public Works Director search. They thanked Public Work crews for keeping the city looking nice. They recognize the growth in businesses and appreciate how Staff helps customers get everything they need.

Mayor Ladeby thanked Public Works for getting the bus stop painted in front of Safeway. The Public Health open house was successful. There will be an open house/informational meeting on the multi-use pathway project (Culver to Madras) on July 14th. There was a four-day little league/softball tournament here this weekend that was packed with people. He then asked staff how food trucks handle their gray water.

City Administrator Burril responded that the fee schedule passed tonight addresses commercial users being able to use the sewer dump station at the Public Works building on 1st & "B" Street for a fee.

Mayor Ladeby asked about the food trucks that don't move.

Finance Director Hughes responded that Public Works crews are going out to the stationary food trucks to find out how they are handling their gray water and to understand what their needs are. Some food truck operators have stated that there is a mobile service coming around to the trucks, but Staff is going to verify.

Councilor Holcomb asked about the sign that says, "Non-potable water." She stated that homeless people are drinking from it and wants to know if it is a health issue.

Interim Public Works Director Hurd responded that the sign says non-potable water because of where it is located, there are hoses, people touching it, it doesn't get cleaned, etc., but it's truly hooked up to a potable water source.

X. Adjourn Regular Council Meeting

The regular meeting was adjourned at 6:50 pm.

XI. Executive Session

Council went into Executive Session at 6:57 pm pursuant to ORS 192.660(2)(f) to consider and review attorney-client privileged communications.

XII. Adjourn Executive Session

The Executive Session adjourned at 7:52 pm.

Minutes prepared by:

Lysa Vattimo, City Recorder



OFFICIAL CITY COUNCIL EXECUTIVE SESSION MEETING MINUTES
June 28, 2022

I. Call to Order

Mayor Richard Ladeby called the meeting to order at 6:57 p.m. in the Madras City Hall Council Chambers, 125 SW “E” Street in Madras, Oregon and read the following statement:

“The Madras City Council will now go into executive session under ORS 192.660(2)(f) – to consider and review attorney-client privileged communications.

The executive session is not open to the public. However, representatives of the news media and designated individuals will be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session.”

Council Members In Attendance:

Mayor Richard Ladeby; Councilors Gary Walker, Rose Canga, Jennifer Holcomb, Gabriel Soliz, Lamar Yoder, and Mike Siebold.

Staff Members In Attendance:

City Administrator Gus Burrell, HR & Administrative Director Charo Miller, City Recorder Lysa Vattimo.

Others in Attendance:

City Attorney Jeremy Green.

II. Executive Session – ORS 192.660(2)(f)

City Attorney Jeremy Green reviewed documents with Council covered by Attorney-Client privilege.

III. Adjourn

The Executive Session was adjourned at 7:52 p.m.

Minutes prepared by:

Lysa Vattimo, City Recorder

Approved by Council July 26, 2022

CITY OF MADRAS
Request for Council Action

Date Submitted: July 14, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Michele Quinn, Public Works Office Coordinator
Through: Gus Burrell, City Administrator
Subject: **RESOLUTION NO. 20-2022**
A resolution of City of Madras amending the Section 3 plan to include the required forms per Business Oregon in order to comply with 24 CFR, Part 135, Section 3 of the United States Department of Housing and Urban Development Act of 1968, as amended.

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That Council approve and adopt Resolution No. 20-2022.

OVERVIEW:

Resolution No. 20-2022 is a resolution of the City of Madras adopting and amending the current Section 3 plan to ensure compliance with federal law. The City adopted the Section 3 plan in 2019 when we applied for the Community Development Block Grant funding for the Waterline Replacement Project. The City has also received funding for the Homeless Services Center and will have to adhere to Section 3 during the construction phase.

STAFF ANALYSIS:

In order for the City to remain in compliance with Section 3 and Business Oregon reporting the City of Madras will need to adopt the amendments that have been presented. This amendment will not only keep the City in compliance during the construction of the Waterline Replacement Project but also during the construction of the Homeless Services Center. Section 3 of the Housing and Urban Development act of 1968, as amended (12 USC 1701u) (Section 3) requires recipients of HUD funding exceeding \$200,000 to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to such persons.

As a recipient of HUD Community Development Block Grant (CDBG) funds through Business Oregon, the City of Madras will make good faith efforts, including the preference to contract with businesses that employ Section 3 workers and Targeted Section 3 workers from the local community, to comply with the requirements of Section 3.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		X
City Attorney	Jeremy Green		X
City Recorder	Lysa Vattimo		X
Finance	Kristal Hughes		X
Community Development	Nick Snead		X
Public Works	Jeff Hurd	7/18/22	
Police	Tanner Stanfill		x

B. Fiscal Impact:

- NA

E. Funding Source:

- NA

E. Explanation of Impact:

- There is not a fiscal impact to adopt the resolution and it is required if we want to pursue Community Development Block Grant funding.

E. Supporting Documentation:

- Resolution 20-2022
- Section 3 Plan amendment

RECOMMENDATION:

That Council approve and adopt Resolution No. 20-2022.

RESOLUTION NO. 20-2022

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

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

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

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

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

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

1. Findings. The above-stated findings contained in this Resolution No. 20-2022 (this “Resolution”) are hereby adopted.
2. Adoption; Designation. To ensure compliance with applicable federal law, the Madras City Council (the “Council”) adopts and approves the City of Madras Section 3 Plan amendments attached hereto as Exhibit A. Council designates Gus Burril, City’s city administrator, as the Section 3 Coordinator for City.
3. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will become effective immediately upon its passage.

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

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

Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

Exhibit A
Section 3 Plan amendments

[attached]

City of Madras Section 3 Plan

1. Statement of Policy

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

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

2. Applicable Projects

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

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

3. Section 3 Workers and Businesses

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

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

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

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

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

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

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

4. Best Effort of Good Faith Effort

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

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

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

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

5. Section 3 Benchmarks

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

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

6. Section 3 Complaint Procedure

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

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

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

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

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

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

Exhibit 1: Definitions

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

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

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

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

Housing Authority (HA) – Public Housing Agency.

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

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

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

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

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

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

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

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

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

Section 3 Covered Assistance –

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

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

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

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

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

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

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

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

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

City of Madras – Section 3 Worker Certification Form

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

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

Part 1: Income

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

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

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

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

Part 2: Section 3 Status

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

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

Part 3: Certification

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

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

Signature

Date

City of Madras – Section 3 Business Certification Form

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

Copy of resident lease Copy of receipt of public assistance
Copy of evidence of participation in public assistance program Other evidence

For business entity as applicable:

Copy of Articles of Incorporation Certificate of Good Standing
Assumed Business Name Certificate Partnership Agreement
List of owners/stockholders and % ownership of each Corporation Annual Report
Latest Board minutes appointing officers
Organization chart with names and titles and brief function statement
Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

List of all current full-time employees
List of employees claiming Section 3 status
PHA/IHA Residential lease less than 3 years from day of employment
Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

Current financial statement
Statement of ability to comply with public policy
List of owned equipment
List of all contracts for the past two years

(Corporate Seal)

Authorizing Name and Signature

Attested by: _____

Section 3 Requirements for Contractors

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

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

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

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

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

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

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

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

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

CITY OF MADRAS
Request for Council Action

Date Submitted: July 14, 2022

Meeting Date: July 26, 2022

To: Mayor and City Council Members

From: Michele Quinn, Public Works Office Coordinator

Through: Gus Burrell, City Administrator
Jeff Hurd, Interim Public Works Director

Subject: **WWII NORTH HANGAR WINDOW REPLACEMENT PROJECT**
Ratification of Preserving Oregon Grant Contract
Project No. 2022-02

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That Council approve and ratify the Preserving Oregon Grant contract for the WWII North Hangar Window Replacement Project in the amount of \$60,000.00.

OVERVIEW:

The City applied for grant funds from Preserving Oregon and was awarded funding. Preserving Oregon uses electronic signatures for contracts and sent the contract to Mayor Ladeby for signature before Staff was able to present the contract to council.

STAFF ANALYSIS:

With funding from Preserving Oregon Grant, Public Works will be able to continue replacing windows at the World War II North Hangar. This will make a significant improvement in the weatherization of the building. In previous years, the City was able to budget and replace windows on the south side of the hangar. The replacement of these windows made a huge improvement to the building.

The Airport is currently using the World War II hangar for plane storage and events (Airshow, Cherry Tree event, etc.). With the current state of the windows, the weather and birds are creating concern for the integrity of the building and the stored planes.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/18/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green		x
City Recorder	Lysa Vattimo		x
Finance	Kristal Hughes		x
Community Development	Nick Snead		x
Public Works	Jeff Hurd	7/18/22	
Police	Tanner Stanfill		x

B. Fiscal Impact:

- North Hangar Window Replacement \$60,000

Revenue

- Preserving Oregon Grant: \$20,000
- City Cash: \$40,000
- Total Revenue:..... \$60,000

C. Funding Source:

- Airport window budget line 509-090-540-1001
- A budget resolution will need to be performed to recognize additional revenue and expenditure for the project.

D. Explanation of Impact:

- Improves integrity of the building for plane storage and events.

E. Supporting Documentation:

- Executed grant agreement

RECOMMENDATION:

That Council approve and ratify the Preserving Oregon Grant contact for the WWII North Hangar Window Replacement Project in the amount of \$60,000.00.

Grant Agreement 2022 Preserving Oregon (PO-22-03)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

City of Madras
125 SW E St
Madras, OR 97741

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 4/30/2023. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum reimbursement amount of \$20,000 for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**

Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.


Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Ricahrd Ladeby City of Madras 125 SW E St Madras, OR 97741 541-475-2344 rladeby@ci.madras.or.us		Kuri Gill Grant and Outreach Coordinator Oregon Heritage Oregon Parks & Recreation Dept 725 Summer St NE, Suite C Salem, OR 97301 (503) 986-0685 kuri.gill@opr.oregon.gov

5. SIGNATURES:

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:


Richard Ladeby (Jul 6, 2022 10:50 PDT)

 Signature, Authorized Representative
Richard Ladeby **Mayor**

 Name and Title of Signer (Type or Print)

07/06/22

Date

STATE:



 Christine Curran, Deputy State Historic Preservation Officer
 OPRD Heritage Programs

07/06/22

Date

Attachment A -- Scope of Work

2022 Preserving Oregon Madras World War II Window Repair Project (PO-22-03)

Grantee: City of Madras

Grant Amount: \$20,000 **Match Amount:** \$40,000

Project Summary: Repair about 45 windows on the north side of the Madras Municipal Airport WWII Hangar in Madras.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Development

Staff/Personnel	\$6,000
Contractor/Consultant	\$54,000
Total:	\$60,000

Total Project Budget: \$60,000

WORK DESCRIPTION

1. Development \$60,000

Products:

Repair about 45 windows on the north side of the Madras Municipal Airport WWII Hangar in Madras.

Standards and Provisions:

- Properties must be on the National Register of Historic Places or contributing to a National Register district to qualify for rehabilitation project funding.
- Prior to starting the rehabilitation project, the grant recipient must submit a work plan for the project to the State Historic Preservation Office (SHPO) and receive written approval of that work plan. This should include current photos, historic photos and basic drawings, plus a description of materials and methods to be used. If the work plan is the same as proposed in the grant application, a request to approve that plan is sufficient.
- The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least three bids if the work is over \$10,000. The grant recipient must retain copies of all contracts with contractors for completing the work described in the work plan.
- The work plan and the actual work must conform to the Secretary of the Interior's "Standards for Rehabilitation" (1990 revised version). Work that does not meet these standards is ineligible for reimbursement.
- Work plans and contracting processes must be approved by the property owner.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO grant support. "This project is funded in part by a matching grant from the Oregon State Historic Preservation Office, Oregon Heritage."
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment B
Standard Terms and Conditions – Preserving Oregon Grants

1. **Authority:** ORS 358.590(3) authorizes the State Historic Preservation Office to expend funds for Preserving Oregon projects throughout Oregon.
Work Plan Approval: Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
2. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
3. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
4. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the State Historic Preservation Office, Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
5. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants guidelines and on forms provided by State.
6. **Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.
7. **Fiscal Year-End Request for Reimbursement:** If the grant period spans the fiscal year end, the Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each grant year. The Fiscal Year-End Request for Reimbursement must be submitted to OPRD by July 15.
8. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Preserving Oregon Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, at and rate used for match to be eligible.
9. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines, located on the OPRD website. In addition to the reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursements for work completed and costs accrued to date.
10. **Invoices and Payments:** Invoices submitted for payment must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
11. **Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request, a completed Grant Impact and Evaluation Form (located in the Grant Guidelines and in an online survey accessed through the OPRD website), and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date or by the grant deadline, whichever is first.
12. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
13. **Indemnity Clause:** The Grantee shall defend, save, and hold harmless State and, its officers, agents,

employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.

14. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

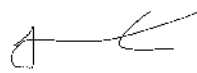
With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

15. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 56.
16. **Governing Law:** 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. 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. 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. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the

jurisdiction of any court.

17. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
18. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
19. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified herein and expressly described as intended beneficiary of the terms of this Agreement, or given specific authority under the Agreement.
20. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
21. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
22. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
23. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
24. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Signature: 

Email: jhurd@ci.madras.or.us

CITY OF MADRAS
Request for Council Action

Date Submitted: July 20, 2022

Meeting Date: July 26, 2022

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director
Kristal Hughes, Finance Director

Through: Gus Burrell, City Administrator

Subject: **REPLACEMENT SERVER FOR POLICE / FINANCE DEPARTMENTS**
Authorization to purchase

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That Council authorize Staff to purchase a replacement server in the amount of \$44,135.58.

OVERVIEW:

The City has several servers that part of the City's Information Technology (IT) infrastructure. The server that retains data for the Police Department records and the Finance Departments accounting software was identified to be replaced in 2020 by the City's IT contractor. Staff delayed the replacement during the pandemic to focus of efforts on core City business functions and to minimize expenditures.

STAFF ANALYSIS:

The City needs to replace the server to maintain Police and Finance Department functions. The City's IT contractor has prepared a proposal to replace the server at a cost of \$44,135.58 (**Attachment A**) and recommends that the City Council authorize the expenditure as soon as possible to lock in pricing and place the order so it may be installed sooner than otherwise.

The City's server architecture is comprised of Dell servers and the City's IT contractor has recommended and proposed the replacement server to be a Dell server to maintain compatibility with the City's existing server architecture.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/20/22	
HR & Administration	Charo Miller		X
City Attorney	Jeremy Green		X
City Recorder	Lysa Vattimo		X
Finance	Kristal Hughes	7/20/22	
Community Development	Nick Snead	7/20/22	
Public Works	Jeff Hurd		X
Police	Tanner Stanfill		X

B. Fiscal Impact:

- \$44,153.58

C. Funding Source:

- General Fund, Non-Departmental Capital Outlay
- 101-109-540-1705

D. Explanation of Impact:

- Council authorization will allow the City to purchase a replacement server used by the Police and Finance Departments in a timely manner that is compatible with the City's existing server architecture.

E. Supporting Documentation:

-

RECOMMENDATION:

That Council authorize Staff to purchase a replacement server in the amount of \$44,135.58.

We have prepared a quote for you



New Server City of Madras

QUOTE #TDC008858 V1

PREPARED FOR

City of Madras, Oregon



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

Tuesday, July 19, 2022

City of Madras, Oregon
 Nick Snead
 125 SW E Street
 Madras, OR 97741
 nsnead@ci.madras.or.us

Dear Nick,

The goal of this project is to replace an end-of-life Hyper-V host with a new Dell R740 Hyper-V host. To complete this project Covenant Technology Solutions will perform the following:

- Ensure drives are configured in a RAID10 and there is ~6.5TB+ of storage
- Ensure BOSS is configured in RAID1 and there is ~240GB of storage
- Install Server Standard 2022 on BOSS & update
- Update firmware
- Install Hyper-V role
- Install in rack
- Configure DNS

PD Servers

- Move MPD-SQL to new host
- Create new VM and migrate MPD-FS1
- Create new VM and Promote to a domain controller
- Migrate FSMO roles, DNS, and DHCP as necessary
- Demote MPD-DC2 and decommission MPD-DC2
- Decommission MPD-FS1

City Hall Servers

- Move COM-FS3 to new host
- Create new VM, install SQL and work with vendors to migrate Casselle
- Create new VM and Promote to a domain controller
- Migrate FSMO roles, DNS, and DHCP as necessary
- Decommission COM-SQL & COM-DC3

Old Host

- Remove from rack
- Remove drives and provide certificate of destruction
- Recycle host

Products supplied in this quote:

- (1) Dell R740 PowerEdge Server
- (24) Microsoft Windows Server 2022 Standard 2 Core Packs
- (2) Microsoft SQL Server Standard 2 Core Pack
- (50) Microsoft Server User CALs

The following assumptions have been made in the scoping of this project. Changes to these may alter final project costs.

- City of Madras will contract with EIS and Casselle to have them migrate these applications to the new hosts this cost is not included in this estimate
- All work will be performed during business hours 8-5 Pacific M-F
- This quote is good through 8/19/2022



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

Tom Choquette
Account Manager
Covenant Technology Solutions, Inc.



P: 503.715.3540 x419

E: tdchoquette@covenant-tech.net

W: www.covenant-tech.net

Hardware

Item	Description	Price	Qty	Ext. Price
	<p>PowerEdge R740 Fully Configurable</p> <p>Motherboard : PowerEdge R740/R740XD Motherboard Trusted Platform Module : Trusted Platform Module 2.0 V3 Chassis Configuration : Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 1CPU Config, PERC/HBA11 Processor : Intel® Xeon® Gold 6242 2.8G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2933 Additional Processor : No Additional Processor Memory DIMM Type and Speed : 3200MT/s RDIMMs Memory Capacity : (12) 16GB RDIMM, 3200MT/s, Dual Rank RAID Configuration : C5, RAID 10 for HDDs or SSDs in pairs (Matching Type/Speed/Capacity) RAID/Internal Storage Controllers : PERC H750 Adapter LP Hard Drives : (4) 3.84TB SSD SAS 12Gbps MU FIPS-140 PM6 512e 2.5in Hot-Plug 3 DWPD Boot Optimized Storage Cards : BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH Embedded Systems Management : iDRAC9,Enterprise Network Daughter Card : Intel X550 Dual Port 10GbE Base-T & i350 Dual Port 1GbE BASE-T, rNDC Fans : 6 Performance Fans forR740/740XD Power Supply : Dual, Hot-plug, Redundant Power Supply (1+1), 1100W Bezel : No Bezel Rack Rails : ReadyRails™ Sliding Rails Without Cable Management Arm Dell Services: Extended Service : ProSupport and 4Hr Mission Critical, 60 Month(s) Keep Your Hard Drive for Enterprise Services : Keep Your Hard Drive For Enterprise, 60 Month(s)</p>	\$24,447.58	1	\$24,447.58

Subtotal: **\$24,447.58**

Software and Licensing

Item	Description	Price	Qty	Ext. Price
	WINDOWS SERVER 2022 STANDARD 2 VLIC CORE LICENSE PACK	\$134.00	24	\$3,216.00
	WINDOWS SERVER 2022 1 USER CAL VLIC COMMERCIAL	\$46.00	50	\$2,300.00
	SQL SVR 2019 STANDARD CORE LICs 2 Core	\$3,586.00	2	\$7,172.00

Subtotal: **\$12,688.00**



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

Implementation

Item	Description	Price	Qty	Ext. Price
	Implementation Implementation	\$7,000.00	1	\$7,000.00
Subtotal:				\$7,000.00



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

New Server City of Madras

Quote Information:

Quote #: TDC008858
Version: 1
Delivery Date: 07/19/2022
Expiration Date: 07/29/2022

Prepared for:

City of Madras, Oregon
Nick Snead
125 SW E Street
Madras, OR 97741
nsnead@ci.madras.or.us
(541) 323-2916

Prepared by:



Covenant Technology Solutions, Inc.
Tom Choquette
503.715.3540 x419
tdchoquette@covenant-tech.net

One-Time Summary

Description	Amount
Hardware	\$24,447.58
Software and Licensing	\$12,688.00
Implementation	\$7,000.00
Total	\$44,135.58



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

This Quote is governed under the provisions of the Master Services Agreement located at <https://www.covenant-tech.net/msa> ("MSA"). This Quote is further defined by the conditions and provisions of the statement of services, attached ("SoS"). By agreeing to this Quote, you agree to the provisions of the MSA and SoS. If you cannot access the MSA or SoS, or if you have any questions about those documents, please do not sign this Quote and contact us for further information.

Signature

Date



P: 503.715.3540 x419 E: tdchoquette@covenant-tech.net W: www.covenant-tech.net

Payment

- Down Payment

Your hardware will be ordered once the down payment invoice is processed. If you have not received your down payment invoice, please reach out to your Client Advisor.

STATEMENT OF SERVICES

This Statement of Services (“SoS”) contains provisions that define, clarify, and govern the provisions of the quote to which it is attached (the “Quote”). If you do not agree with the terms of this SoS, you should not sign the Quote and you must contact us for more information.

This SoS generally describes all managed services provided by Covenant Technology Solutions, Inc.; however, only those services explicitly listed in the Quote will be provided to you (collectively, the “Services”). Activities or items that are not specifically described in the Quote will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

SCOPE OF SERVICES

Onboarding Services

If onboarding services are provided under the Quote, then the following services will be provided to you.

- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Uninstall any previous virus protection and install our managed antivirus application.
- Install remote support access application on each managed device to enable remote support.
- Configure patch management application and check for missing security updates.
- Uninstall unsafe applications or applications that are no longer necessary.
- Optimize device performance including disk cleanup, antivirus, and spyware scans.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.

The foregoing list is subject to change if we determine, in our discretion, that different or additional onboarding activities are required.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. Please note, unless otherwise expressly stated in the Quote, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

Ongoing / Recurring Services

Ongoing/recurring services begin upon the completion of onboarding services (if any).

Managed Services

The following Services, if listed in the Quote, will be provided to you.

<u>SERVICES</u>	<u>DESCRIPTION</u>
SkyDesk 365	<p>SkyDesk 365 is Covenant's fully managed cloud workspace solution that delivers your existing Windows applications, Microsoft Licenses, and support at a predictable monthly cost.</p> <p>Covenant looks at your existing technology infrastructure, applications, and information your business uses, then designs a solution that fits your business. We use services such as:</p> <ul style="list-style-type: none"> • Microsoft Azure • Amazon Web Services (AWS) • Microsoft 365 Collaboration and Security tools • Endpoint Management • Advanced Threat Protection (ATP) • Windows Virtual Desktops • AWS Workspaces • Citrix Cloud • Microsoft's Cybersecurity frameworks
Covenant MSP Plans	<p>Covenant designs its managed support plans for your business by bundling many of the essential services that your business needs. These services may include:</p> <ul style="list-style-type: none"> • Antivirus / Antimalware • Remote Device Management • Security Patching • IT Knowledgebase • Password Management • Asset Inventory • Desktop Support • Server Support • Advanced Email Security • PC Deployment • Server Backup Management and Monitoring • Network Monitoring • Vendor Liaison • Microsoft 365 Licensing • Office 365 Backup • Server Cloud Backup <p>Refer to your Quote for details on which services are included in your selected plan.</p>
Remote Monitoring and Management	<p>Software agents installed in Covered Equipment (defined below) report status and events on a 24x7 basis; alerts are generated and responded to in accordance with the Service Levels described below.</p>
End User Security Awareness Training	<ul style="list-style-type: none"> • Online, on-demand training videos (multi-lingual). • Online, on-demand quizzes to verify employee retention of training content. • Baseline testing to assess the Phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats.

Backup and Disaster Recovery	<ul style="list-style-type: none"> • 24/7 monitoring of backup system, including offsite backup, offsite replication, and an onsite backup appliance (“Backup Appliance”) • Troubleshooting and remediation of failed backup disks • Preventive maintenance and management of imaging software • Firmware and software updates of backup appliance • Problem analysis by the network operations team • Monitoring of backup successes and failures • Periodic recovery verification
Updates & Patching	<ul style="list-style-type: none"> • Deploy updates (e.g., x.1 to x.2), as well as bug fixes, minor enhancements, and security updates as deemed necessary on all managed hardware. • Perform minor hardware and software installations and upgrades of managed hardware. • Perform minor installations (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete). • Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable managed hardware.

Covered Equipment / Hardware / Software

The Services will be applied to the equipment listed in the Quote (“Covered Hardware”).

The Services will apply to the software listed in the Quote (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer.

In this SoS and the Quote, Covered Hardware and Supported Software may also be referred to as the “Environment” or “Covered Equipment.” Items that are not included in the Environment will not receive or benefit from the Services.

Physical Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned to the issue (below), and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at Client’s primary office location listed in the Quote. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

Term; Termination

The Services will commence, and billing will begin, on the date indicated in the Quote (“Commencement Date”) and will continue through the initial term listed in the Quote (“Initial Term”). We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to Covenant’s satisfaction. The Services will continue through the Initial Term until terminated as provided in the Agreement, the Quote, or as indicated in this section (the “Service Term”).

Renewal. After the expiration of the initial Service Term, the Service Term will automatically renew for contiguous terms equal to the initial Service Term unless either party notifies the other of its intention to not renew the Services no less than thirty (30) days before the end of the then-current Service Term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all of the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing VPN/RDP control access.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of the backups or the data stored on the backup devices. Server restoration will be to the point of the last successful backup.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring the Environment up to these minimum standards are not included in this SoS.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment, or device on to the firewall, server, or NAS appliances (other than electronic data) unless expressly approved in writing by us.

Exclusions. Services that are not expressly described in the Quote will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Covenant. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by Covenant in writing:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).

- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; response, repair, and/or remediation services (as applicable) will be provided only during business hours unless otherwise specifically stated in the Quote. We will respond to problems, errors, or interruptions in the provision of the Services in the timeframe(s) described below. Priority levels will be determined by Covenant in our discretion after consulting with the Client and guided by the definitions below. All remediation services will initially be attempted remotely; Covenant will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

All time frames are calculated as of the time that Covenant is notified of the applicable issue / problem by Client through Covenant's designated support portal, help desk email, or by telephone at the telephone number listed in the Quote. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

All times listed are expressed in terms of Covenant Technology Solutions' Office Hours (8AM - 5PM, M-F). Issues reported outside of Covenant's office hours via support portal or help desk email will not be responded to until the following business day. Emergencies should always be reported by telephone. Help desk support provided outside of our normal support hours will be billed to Client at the then-current hourly rate (2 hour minimum applies).

Definitions

Level of Urgency

Low	One user or a small group of users is affected
Medium	Departments or a large group of users are affected
High	Entire company is affected

Business Impact

Low	Very minor issues, with no real impact to user or business functions
Medium	Regular business functions are impacted, but there is a reasonable workaround
High	Critical - Major business functions affected or have stopped completely

Response Phases

Respond	We have reviewed your request and have routed it to the appropriate resource
Plan	We have begun work on your request
Resolve	We have resolved your request

Standard SLA

Priority Levels

		Urgency		
		High	Medium	Low
Impact	High	P1 - Emergency	P2 – Urgent	P2 – Urgent
	Medium	P3 - Quick	P3 - Quick	P4 - Normal
	Low	P4 - Normal	P5 - Low	P5 - Low

Response Times

	Respond	Plan	Resolve
P1 – Emergency	1 Hour	3 Hours	6 Hours
P2 – Urgent	2 Hours	4 Hours	8 Hours
P3 – Quick	3 Hours	6 Hours	12 Hours
P4 – Normal	4 Hours	8 Hours	16 Hours
P5 – Low	8 Hours	24 Hours	40 Hours
P6 – Sched. Maint.	24 Hours	40 Hours	80 Hours

Fees

The fees for the Services will be as indicated in the Quote.

Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Minimum Monthly Fees. The initial Fees indicated in Quote are the minimum monthly fees (“MMF”) that will be charged to you during the term. You agree that the MMF will not drop below the amounts indicated in the Quote, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

Increases. In addition, we reserve the right to increase our monthly recurring and data recovery fees; provided, however, if an increase is more than five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the Services by providing us with

written notice of termination. You will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination. Your continued acceptance or use of the Services after this sixty (60) day period will indicate your acceptance of the increased fees.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (*e.g.*, locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then-current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you. We will apply a \$35.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote. **We will add 3.0% to the amount due on each invoice for client's convenience of using a credit card instead of submitting a payment by check or paying by ACH.**

Removal of Software Agents; Return of Firewall & Backup Appliances

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the Environment. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the Environment but in a dormant and/or unused state.

Within ten (10) days after being directed to do so, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Covenant

that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Monitoring Services; Alert Services

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Covenant, and Client shall not modify these levels without our prior written consent.

Remediation

Unless otherwise provided in the Quote, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Configuration of Third Party Services

Certain third party services provided to you under this SOW may provide you with administrative access through which you could modify the configurations, features, and/or functions (“Configurations”) of those services. However, any modifications of Configurations made by you without our knowledge or authorization could disrupt the Services and/or or cause a significant increase in the fees charged for those third party services. For that reason, we strongly advise you to refrain from changing the Configurations unless we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

Dark Web Monitoring

Our dark web monitoring services utilize the resources of third party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under the Quote. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

If “Co-Managed Support” is indicated in the Quote, we will coordinate with your internal IT personnel (“Your Personnel”) as necessary to help ensure that the Services are delivered efficiently and effectively. That said, we are not responsible for the remediation of issues beyond the scope of the Quote caused by any activities

undertaken by Your Personnel, such as modifications to hardware or software configurations, installation of software, firmware upgrades, etc. unless we pre-authorized those activities.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In Quote to improve security awareness, you agree that Covenant or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in the Quote, the scope of the Services do not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in the Quote, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy (“FUP”) applies to all Services that are described or designated as “unlimited.” An “unlimited” service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians’ availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training or upgrades to the Environment), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Hosted Email

You are solely responsible for the proper use of any hosted email service provided to you (“Hosted Email”). Hosted Email solutions are subject to acceptable use policies (“AUPs”), and your use of Hosted Email must comply with those AUPs. In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Covenant or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law. Covenant reserves the right, but not the obligation, to suspend Client’s access to the Hosted Email and/or all transactions occurring under Client’s Hosted Email account(s) if Covenant believes, in its discretion, that Client’s email account(s) is/are being used in an improper or illegal manner.

VoIP/ Phone System*911 Dialing / Emergency Dialing - Limitations*

The VoIP Service (“VoIP Service”) may not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoIP Service is not automatic; Client may be required to take affirmative steps to register the address where the VoIP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoIP Service of the non-availability of traditional 911 or E911.

When a VoIP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client agrees that it will not move any VoIP calling device without Covenant’s written consent. Client shall hold Covenant harmless for any and all claims or causes of action arising from or related to Client’s inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client’s registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client’s call, the operator will not have Client’s address and may not have Client’s phone number. Client understands and agrees that users of the VoIP System must provide their address and phone number in order to get help. Client hereby authorizes Covenant to disclose Client’s name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client’s registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoIP Services will not operate (i) during service outages or suspensions or terminations of service by Client’s broadband provider or ISP, or (ii) during periods of time in which Client’s ISP or broadband provider blocks the ports over which the VoIP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports

new telephone numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Client expressly agrees not to use VoIP System for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Covenant nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Covenant cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Covenant shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by Covenant on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Covenant does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or restocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Covenant is not a warranty service or repair center. Covenant will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Covenant will be held harmless.

IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Covenant's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Covenant is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Covenant will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship with Client. Under no circumstances shall Client list or place the Covenant on Client's corporate records or accounts.

Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under the Quote, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

HaaS

You will use all Covenant-hosted or Covenant-supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of the Quote, this SoS, or the Agreement.

Domain Name Services

If you register, renew, or transfer a domain name through Covenant, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions, or failures of the Registrar.

Unsupported Configuration Elements or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Covenant, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

IP Addresses

Any IP addresses provided to Client by Covenant during the Service Term are managed by Covenant and Covenant will retain these IP addresses after termination of the Services, meaning that they may not be transferred or utilized by Client after termination of the Services.

Hosting Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances, or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Covenant or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. Covenant shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Covenant immediately to request the login information be reset or unauthorized access otherwise be prevented. Covenant will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

Licenses

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.

**CITY OF MADRAS
Request for Council Action**

Date Submitted: July 15, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Lysa Vattimo, City Elections Officer
Through: Gus Burrell, City Administrator
Subject: **PSYLOCIBIN SERVICE CENTERS AND MANUFACTURING OPERATIONS**
Options for allowing, temporarily banning, or permanently banning Psylocibin Service Centers and Manufacturing Operations within City limits and for presenting a ballot measure to the voters in November

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION(S) FOR COUNCIL CONSIDERATION:

Option 1: That Council approve the establishment of Psylocibin Service Centers and manufacturing operations within City limits **without limitations** or any ballot measure going before the voters in November 2022.

-or-

Option 2: That Council approve the establishment of Psylocibin Service Centers and manufacturing operations within City limits and authorize the City Attorney and Community Development Director to develop ordinances establishing **reasonable regulations** on hours, locations and operation of service centers and amend the development code as deemed necessary for manufacturing operations.

-or-

Option 3: That Council authorize the City Attorney and City Elections Officer to prepare documents and take steps needed to refer a ballot measure to the voters for the November 2022 General Election recommending a **two-year moratorium** on Psylocibin Service Centers and manufacturing operations within City limits.

-or-

Option 4: That Council authorize the City Attorney and City Elections Officer to prepare documents and take steps needed to refer a ballot measure to the voters for the November 2022 General Election recommending a **permanent ban** on Psylocibin Service Centers and manufacturing operations within City limits.

OVERVIEW:

Psilocybin is the active hallucinogenic ingredient in what are commonly referred to as magic mushrooms. In November 2020, Oregon became the first state in the nation to legalize the therapeutic, supervised use of psilocybin with 56% of state-wide voters approving Measure 109. Contrary to the state-wide vote, *59.4% of Jefferson County voters were against the measure, with 40.6% in favor.* Measure 109 becomes effective January 1, 2023 and OHA will begin accepting applications January 2, 2023.

Under Measure 109, any jurisdiction that does not refer an opt-out ballot measure to the voters in the November 2022 election will automatically approve the establishment of Service Centers and manufacturing operations of Psilocybin within their jurisdictions. Jurisdictions can adopt “reasonable regulations” on hours, locations and operation of license holders and make changes to their Development Code to control the siting of manufacturing operations. However, these may be difficult to develop and adopt prior to January 1, 2023 due to licensing and other framework not yet being completed by OHA.

Under Measure 109, only licensed facilitators would be able to possess and administer psilocybin services. At this time, the OHA requirements to become a facilitator is a high school diploma, completion of a training program and passing an exam. *Clients will not be required to be diagnosed with a medical condition or have a medical referral to receive psilocybin services.*

STAFF ANALYSIS:

There are a lot of unknowns about the regulatory process. OHA is still working on developing a framework for:

- A psilocybin facilitator training program approval system;
- License tracking and compliance case management system;
- Securing and customizing a product tracking system;
- Working on online payments for licensees;
- GIS mapping for compliance work;
- An equity and justice centered approach to background checks;
- Hiring staff for licensing and compliance teams;
- Setting processes and procedures for each of the programs;
- Supporting the Oregon Psilocybin Advisory Board and subcommittees;
- Keeping their website updated for access to important information;
- Building partnerships with diverse communities;
- Creating education and training for the regulatory community and the public; and
- Developing security requirements for manufacturers and service centers.

While OHA anticipates having these items completed by December 31, 2022, *not having this framework prior to the November 2022 election makes it difficult for jurisdictions to understand what they might be permitting or allowing if they don't opt out.*

OHA would collect fees for licensing and regulation services. *However, local jurisdictions are prohibited from taxing these establishments or collecting other fees.*

There is not an option for a jurisdiction to permit service centers or manufacturing operations separately.

Staff is asking Council to consider the following, review the attached materials and instruct Staff to administer one of four options:

Option 1 – Allow Service Centers and Manufacturing Operations beginning January 1, 2023 with no limitations: This would allow Service Centers and manufacturing operations to be established within city limits. *This option does not require referring a measure to the voters. The next opportunity to make a change to this decision would be November 2024. In addition, this option would not require Staff to prepare any ordinances for reasonable regulations on hours, locations, or operation of Service Centers nor adapt the development code to set reasonable regulations for manufacturing operations.*

Option 2 – Allow Service Centers and Manufacturing Operations beginning January 1, 2023 with limitations: This would allow Service Centers and manufacturing operations to be established within city limits, but would place reasonable regulations on hours, locations and operation of Service Centers and make changes to the development code pertaining to siting of manufacturing operations (by ordinance). *This option does not require taking a measure to the voters. Staff could develop ordinances for reasonable regulations on hours, locations and operation of Service Centers and make changes to the development code pertaining to siting of manufacturing operations. Note: Without regulatory information being available from OHA until late 2022, it will be challenging for Staff to prepare language for the ordinances, conduct hearings and get these ordinances adopted prior to January 1, 2023. If not adopted prior to that date, there is the possibility that Service Centers and manufacturers can open in city limits without limitations.*

Option 3 – Refer ballot measure to voters for a two-year moratorium: Prepare an Ordinance, Ballot Measure, and Resolution to refer a measure to voters that would enact a two-year moratorium on the establishment of Service Centers and manufacturing operations within city limits. *If passed by the voters, this measure would sunset December 31, 2024. If voted down by voters, Staff could then develop ordinances for reasonable regulations on hours, locations and operation of Service Centers and make changes to the development code pertaining to siting of manufacturing operations. That being said, like Option 2, without having information on regulations issued by OHA, it will be challenging for Staff to prepare language for the ordinances, conduct hearings and get these ordinances adopted prior to January 1, 2023. If not adopted prior to that date, there is the possibility that Service Centers and manufacturers can open in city limits without limitations.*

Option 4 - Refer ballot measure to voters for a permanent ban: Prepare an Ordinance, Ballot Measure, and Resolution to refer a measure to voters that would enact a permanent ban on the establishment of Service Centers and manufacturing operations within city limits. *If passed by the voters, this measure would not have a sunset clause. If voted down by voters, Staff could then develop ordinances for reasonable regulations on hours, locations and operation of Service Centers and make changes to the development code pertaining to siting of manufacturing operations. Like Options 2 and 3, developing and adopting ordinances without regulation information from OHA may be challenging to pass prior to January 1, 2023.*

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green	7/15/22	
City Recorder	Lysa Vattimo	7/15/22	
Finance	Kristal Hughes		x
Community Development	Nick Snead	7/18/22	
Public Works	Jeff Hurd		x
Police	Steve Webb	7/15/22	

B. Fiscal Impact:

- Cost for Option 1 - None
- Cost for Option 2 - Attorney Fees, Publication fees
- Cost for Options 3 and 4 - Attorney fees, Publication fees and Filing fees

C. Funding Source:

- Unknown if needed at this time

D. Explanation of Impact:

- Unknown at this time

E. Supporting Documentation:

- OHA Factsheet
- OHA FAQ

RECOMMENDATION:

Option 1: That Council approve the establishment of Psylocibin Service Centers and manufacturing operations within City limits **without limitations** or any ballot measure going before the voters in November 2022.

-or-

Option 2: That Council approve the establishment of Psylocibin Service Centers and manufacturing operations within City limits and authorize the City Attorney and Community Development Director to develop ordinances establishing **reasonable regulations** on hours, locations and operation of service centers and amend the development code as deemed necessary for manufacturing operations.

-or-

Option 3: That Council authorize the City Attorney and City Elections Officer to prepare documents and take steps needed to refer a ballot measure to the voters for the November 2022 General Election recommending a **two-year moratorium** on Psylocibin Service Centers and manufacturing operations within City limits.

-or-

Option 4: That Council authorize the City Attorney and City Elections Officer to prepare documents and take steps needed to refer a ballot measure to the voters for the November 2022 General Election recommending a **permanent ban** on Psylocibin Service Centers and manufacturing operations within City limits.

Oregon Psilocybin Services

What is psilocybin?

Psilocybin is a naturally occurring psychedelic compound. It is found in over 200 species of fungi (mushrooms). For centuries Indigenous and Tribal communities around the world have used psilocybin for spiritual, ceremonial and other purposes.

Psilocybin services will soon be an option in Oregon. However, psilocybin is still a Schedule I substance under the Federal Controlled Substances Act.

What are the benefits of psilocybin?

Research suggests psilocybin may help address depression, anxiety, trauma and addiction. Studies have also found it can increase spiritual well-being.

To learn more about the research on psilocybin benefits and risks, see the [2021 Oregon Psilocybin Advisory Board Rapid Evidence Review](#). It is available in English and Spanish.

What are psilocybin services?

In Oregon, “psilocybin services” refers to preparation, administration and integration sessions provided by a licensed facilitator.

The psilocybin products consumed must be cultivated or produced by a licensed psilocybin manufacturer and may only be provided to a client at a licensed psilocybin service center during an administration session.

Psilocybin services will be available to people age 21 or older and will not require a prescription or medical referral. People accessing psilocybin services are called “clients”.



The Oregon Psilocybin Services Act

Ballot Measure 109 (M109) is also known as the Oregon Psilocybin Services Act. It was voted into law by Oregonians in November 2020. It is codified in [Oregon Revised Statutes in ORS 475A](#). M109 directs Oregon Health Authority (OHA) to license and regulate psilocybin products and the provision of psilocybin services.

Oregon is the first state in the U.S. to create a regulatory framework for psilocybin services.

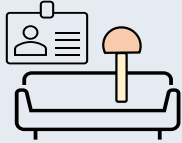
The Oregon Psilocybin Services Section

The two-year development period for psilocybin services is from January 1, 2021 to December 31, 2022. During this time [Oregon Psilocybin Services \(OPS\)](#) is working with the Oregon Psilocybin Advisory Board and rulemaking advisory committees (RACs) to make rules for psilocybin products and services. All rules must be in place by December 31, 2022. The section will begin taking license applications on Jan. 2, 2023.

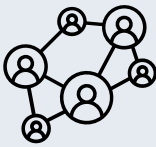
How a client will access psilocybin services



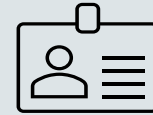
1. Preparation session: [The client](#) meets with a licensed facilitator for a preparation session.



2. Administration session: The client consumes the product at the service center and begins their session with a licensed facilitator.



3. Integration session: The client can take part in an optional session to follow up with a licensed facilitator and learn about additional peer support and other resources.

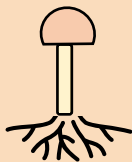


To provide these services, a [licensed facilitator](#) must complete:

- A training program with curriculum approved by OPS
- An exam administered by OPS, and
- All other license requirements.

How psilocybin products will get to a service center

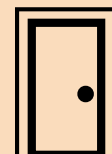
1. Psilocybin products are cultivated, produced and/or processed by a [licensed manufacturer](#). They are tracked in a product tracking system.



2. The products are tested by a [licensed testing laboratory](#). The lab must be accredited by the Oregon Environmental Laboratory Accreditation Program (ORELAP). The test results are entered into the product tracking system.



3. The products are sold or transferred from a licensed manufacturer to a [licensed service center](#). This is tracked in the product tracking system.





Oregon Psilocybin Services Section

2021 Public Listening Sessions

Summary of Questions and Answers

The Oregon Health Authority (OHA) held a series of three virtual public listening sessions in December of 2021. The listening sessions were two hours in length and open to the public. OHA staff compiled questions across the three listening sessions and summarized questions and answers in this document.

The listening sessions were recorded and can be found on our [Public Listening Sessions webpage](#). Input from the public listening sessions will continue to inform program development, educational materials, and community engagement in 2022.

Definitions

“RAC” = Rule Advisory Committee, made up of members of the public who participate in discussions about draft rules during the rulemaking process

“May Rules” = The spring rulemaking process will result in the first set of rules being adopted by the end of May

“The Board” = The [Oregon Psilocybin Advisory Board](#)

“M109” = Ballot Measure 109, the Oregon Psilocybin Services Act

* For more definitions of terms used in this document, please refer to Section 5 of the [Oregon Psilocybin Services Act \(M109\)](#)

General Questions

Q: When will rules be adopted for Oregon Psilocybin Services?

A: OHA will complete two rulemaking sessions in 2022. The first round of rulemaking in February will focus on training programs and products/testing, with rules likely to be adopted by the end of May 2022. The second round of rulemaking in the fall will focus on the remainder of program rules. The final rules will be adopted by December 31, 2022 in time for OHA to begin receiving applications for licensure on January 2, 2023.

Q: Will one person be able to hold multiple license types?

A: Individuals may hold multiple licenses if they meet the eligibility requirements to apply for licensure and receive approval for licensure. An individual may not hold an interest in more than one manufacturer license or more than five service center licenses.

Q: Have there been conversations about creating equitable opportunities for minority business owners to ensure access within the market as the program is built?

A: Yes, equitable opportunities for minority business owners have been, and continue to be, discussed. OHA is working to better understand ways to address equity issues within the statutory authorities granted by M109 and within administrative rules. Although OHA is unable to prioritize licensees based on race, OHA is exploring social equity considerations for licensees.

Q: Are there any efforts to address conflicts of interest and moderate current committee members' ability to have advanced notice of details before they are made public?

A: All committee members are public officials and are responsible for complying with Oregon Government Ethics Law. All advisory board meetings and subcommittee meetings are accessible to the public. Meeting notes and recordings are also available online at: [Oregon Psilocybin Advisory Board](#).

Q: Is the state planning to allocate any funding to support clinical research to improve the therapy and the use of psychedelic substances as a whole?

A: No. Under M109, the funds received from application and licensure fees must cover the costs of Oregon Psilocybin Services operations. There are no additional funding sources to support additional work at this time.

Q: If rules are counter-productive to a functioning system, how quickly can rule changes be made and what is the process for license holders to submit requests for rule changes?

A: The administrative rule making process requires approximately six months from start to finish for each set of rules being adopted. In the case of an emergency, the agency may choose to use a temporary rule making process that is much quicker. OHA will continually evaluate rules for efficacy.

Products & Testing

Q: What are the land use requirements for manufacturing/production?

A: M109 requires that the property owner give permission for psilocybin production. Other land use requirements may be established by local governments. Applicants will be required to produce a Land Use Compatibility Statement (LUCS) which demonstrates that the proposed use of the property is consistent with local zoning code.

Q: What are the final forms that psilocybin can take, in terms of products?

A: We will adopt administrative rules that specify which product forms will be permitted. These rules will be effective in May 2022.

Q: What will the laboratories be required to test for?

A: This will be addressed in May rules, although additional rulemaking may occur later in 2022.

Q: Will there be security requirements for manufacturers and service centers?

A: Yes. Exact requirements will be established in rule.

Q: Can people grow and use mushrooms for their own personal use?

A: M109 does not allow for personal use. M109 creates a regulatory framework for the production of psilocybin and the provision of psilocybin services.

Service Centers

Q: What are the land use requirements for a service center?

A: M109 requires that a service center be at least 1000 ft. from a school and have defined boundaries. Other land use requirements may be established by local governments. Applicants will be required to produce a Land Use Compatibility Statement (LUCS) which demonstrates that the proposed use of the property is consistent with local zoning code.

Q: What is considered the boundaries of the center?

A: Boundaries and other premises requirements for licensed service centers will be considered during rulemaking later in 2022.

Q: What will the criteria be for the Center? interior design, furniture, music system, lighting, bathrooms, etc.

A: Premises requirements for licensed service centers will be considered during rulemaking later in 2022. Generally, these rules will focus on requirements that affect public health and safety rather than items such as lighting and design.

Q: Can centers have access to the outdoors?

A: The board has recommended that service centers have access to the outdoors. Under M109, licensed service centers must have defined boundaries and cannot be located on public land. Specific requirements for service centers premises will be considered during rulemaking later in 2022.

Q: Will there be different categories of service centers?

A: No.

Q: Can the service centers operate ancillary or peripheral services that could offer additional revenue streams and help with financial viability?

A: These requirements will be considered during rulemaking in 2022.

Administration Session

Q: Will clients need a medical referral to receive psilocybin services in a service center?

A: No. M109 specifically states that a client will not be required to be diagnosed with a medical condition to receive psilocybin services. Clients must be 21 years of age or older to access psilocybin services.

Q: What is the process by which the client gets the medicine for treatment?

A: A client may purchase psilocybin products from a licensed service center for consumption during a facilitated administrative session at that service center. Licensed facilitators will not provide psilocybin products to clients.

Q: How will dosage be recommended? Will clients have a chance to voice their preference for dosage?

A: Rules specifying dosage requirements will be adopted later in 2022. Clients will have an opportunity to discuss all aspects of their administrative session, including dosage, during their preparation session with a licensed facilitator. Maximum doses may be established in rule. Clients and licensed facilitators will work together to determine dosage. These details will be established in rule.

Q: If someone is participating in multiple administration sessions within a small window of time is a separate prep session required for each administration session?

A: Yes. M109 requires a preparation session to precede each administration session.

Q: Could the client choose to participate in multiple prep sessions before the administration session? What about multiple integration sessions after the administration session?

A: Details on the preparation, administration, and integration sessions will be established in rule later this year.

Q: Is the board considering micro-dosing sessions?

A: The term “microdose” is not used in M109. M109 requires OHA to establish the maximum concentration of psilocybin that is permitted in a single serving of a psilocybin

product, and the number of servings that are permitted in a psilocybin product package. Details will be established in rule later this year.

Q: Will there be a standardized screening tool for harm reduction purposes?

A: M109 requires a preparation session for clients with a licensed facilitator. A client intake form is required for this process and will include documentation of risk factors and contraindications, as well as considerations for health and safety. Details will be considered during the rulemaking process.

Q: Will sessions be able to be subsidized for those who cannot afford a session?

A: M109 does not allow OHA to use funds in this manner. Funds from application and licensure fees must cover the costs for Oregon Psilocybin Services. OHA does not have statutory authority to regulate costs of psilocybin services. Private organizations or licensed service centers and facilitators may choose to offer subsidies for lower income clients.

Q: Will groups be allowed? How large?

A: The board has recommended that group sessions be permitted. The exact requirements for group sessions will be detailed in administrative rules to be adopted later in 2022.

Q: How much will services cost?

A: Under M109, OHA cannot control the costs for training or services. The program will set application and license fees in rule and there will be a 15% sales tax on sale of psilocybin products to clients for administration sessions. Licensees and training programs will determine the cost of their services.

Training Programs

Q: What are the general requirements of a facilitator training program?

A: Training program curriculum must be approved by OHA. Application requirements for training program approval will be established in May rules.

Q: What are the requirements of the trainers themselves?

A: The requirements will be specified in May rules.

Q: When can the facilitator training programs start?

A: OHA estimates that staffing and systems will be in place to approve training programs in June of 2022. OHA will not be able to offer retroactive approval for programs operating before that time.

Q: There are already a lot of training programs out there... what is transferrable?

A: The board has recommended that some transfer of credits be allowed. Rules on transfer of credits will be discussed in the May rulemaking.

Q: How does OHA plan to acknowledge traditional and indigenous healers within the training requirements?

A: Experience in traditional healing may be considered as transferrable credits depending on what is established in May Rules.

Q: Will the training for facilitators include significant material on how to deal with mental health issues or issues related to trauma that arise during session?

A: The board has made recommendations on training curriculum, including trauma-informed care, and OHA will be considering these recommendations during May rulemaking.

Q: How much will a training program cost?

A: Under M109, OHA cannot control the costs for training programs or psilocybin services. The program will set application and license fees in rule, and there will be a 15% sales tax on sale of psilocybin products to clients for administration sessions. Licensees and training programs will determine the cost of their services.

Facilitation

Q: Is there somewhere I can find information about qualifications (certification, degree, experience, etc.) for preparing to work as a Psilocybin Services Facilitator?

A: Every facilitator must complete a training program that is approved by OHA as a condition of being licensed. A high school diploma, or its equivalent, will be required without additional degrees or certifications. Additional qualifications will be discussed during May rulemaking.

Q: Does a facilitator have to have a medical license?

A: No.

Q: Will a facilitator be required to have participated themselves in a psilocybin administration session?

A: No.

Q: Will there be standardized safety protocols that facilitators will be required to follow?

A: Yes. Exact requirements will be established in rule.

Q: Are 2 licenses required for a facilitator delivering this service; one for providing psilocybin products and another for the service itself?

A: Psilocybin products are provided to clients by a licensed service center for administration sessions that take place at their location. M109 allows a person to hold both a service center and facilitator license, if that is what the licensee chooses to apply for.

Q: Will the same license apply to both solo and group sessions? Will there be different types of facilitator licenses?

A: The board has recommended that there only be one type of facilitator license. OHA will consider this recommendation before adopting May Rules.

Q: Can the psilocybin services be offered within a ceremonial or religious context?

A: Yes, if psilocybin services take place at a licensed service center and is otherwise compliant with statute and rule requirements.

Q: How will OHA ensure that those who hold traditional knowledge or have experience with natural healing practices are recognized and have equitable access to licensing?

A: The board has made recommendations on training curriculum, including history of Indigenous practices, and OHA will be considering these recommendations during May rule making. Experience with traditional healing may be eligible for credit in a training program.

For more information, please go to: www.oregon.gov/psilocybin

CITY OF MADRAS
Request for Council Action

Date Submitted: July 18, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Gus Burrell, City Administrator
Subject: **ORDINANCE NO. 969**
An ordinance of City of Madras repealing Ordinance No. 966, which ordinance ratified creation of the Jefferson County Road Agency.

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the City Council adopt Ordinance No. 969 repealing Ordinance 966.

OVERVIEW:

At the May 10, 2022 Council meeting, Jefferson County Administrator Jeff Rasmussen presented an opportunity for the County to receive funding for roads and transportation as long as they could create an independent agency with a partnering agency to receive those funds. At the May 24, 2022 Council meeting, Council adopted Ordinance 966 to ratify the creation of the Jefferson County Road Agency in accordance with ORS 190.085 with a draft Intergovernmental Agreement.

Subsequently, the City and County disagreed on certain components of the IGA and the County established the road agency with another entity. Establishment of the agency required approval from surrounding municipalities. Therefore, on June 9, 2022, the City passed Resolution 12-2022 approving the agency which allows the County to receive road funding.

STAFF ANALYSIS:

An ordinance is needed to repeal the previous ordinance.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/18/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green	7/15/22	
City Recorder	Lysa Vattimo	7/15/22	
Finance	Kristal Hughes		x
Community Development	Nick Snead		x
Public Works	Jeff Hurd		x
Police	Steve Webb		x

B. Fiscal Impact:

- N/A

C. Funding Source:

- N/A

D. Explanation of Impact:

- None

E. Supporting Documentation:

- Ordinance No. 969.

RECOMMENDATION:

That the City Council adopt Ordinance No. 969 repealing Ordinance 966.

ORDINANCE NO. 969

AN ORDINANCE OF CITY OF MADRAS REPEALING ORDINANCE NO. 966, WHICH ORDINANCE RATIFIED CREATION OF THE JEFFERSON COUNTY ROAD AGENCY.

WHEREAS, City of Madras (“City”), an Oregon municipal corporation, has all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, City and Jefferson County (“County”) entered into discussions concerning creation of an intergovernmental entity known as the Jefferson County Road Agency (“Agency”); and

WHEREAS, on May 24, 2022, the Madras City Council (the “Council”) adopted Ordinance No. 966 (the “Agency Ordinance”). Among other things, the Agency Ordinance declared City’s intent to create Agency and approved an Agency intergovernmental agreement (the “Agreement”) between City and County; and

WHEREAS, County and City were unable to reach agreement concerning the terms and conditions contained in the Agreement. Accordingly, City did not form Agency with County; and

WHEREAS, due to the aforementioned, Council has determined it necessary to repeal the Agency Ordinance in its entirety.

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

1. Findings. The above-stated findings contained in this Ordinance No. 969 (this “Ordinance”) are hereby adopted.
2. Repeal. The Agency Ordinance is hereby repealed in its entirety and of no further force and effect.
3. Miscellaneous. This Ordinance repeals and supersedes all City ordinances, resolutions, and/or policies to the extent such ordinances, resolutions, and/or policies conflict with this Ordinance. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

[end of ordinance – signature page immediately follows]

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

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

Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

CITY OF MADRAS
Request for Council Action

Date Submitted: July 19, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Gus Burrell, City Administrator
Subject: **JEFFERSON COUNTY COMMUNITY PATHWAY PROJECT**
Local Grant Match Request

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the Council approve a local grant match contribution of \$_____ for the refinement planning phase of the Jefferson County Community Pathway Connector Project.

OVERVIEW:

The Jefferson County Community Pathway Project is a multi-use pathway that will eventually connect Madras, Metolius and Culver along Highway 361 as further detailed within the Jefferson County Transportation System Plan.

The Cities of Madras, Metolius and Culver are working in collaboration with Jefferson County, Jefferson County Public Health, Central Oregon Intergovernmental Council (COIC), ODOT, and Kittelson & Associates.

The purpose of the pathway is two-fold:

1. To promote health and community connectivity and create safe, accessible transportation options beyond cars and public transit; and
2. To encourage tourism and economic development in the County.

According to the attached presentation from COIC, the Cities and partners are planning to apply to the ODOT Community Paths Program for a Project Refinement (planning) grant in September 2022.

This is not a construction grant. It will fund the partial design and feasibility study of the route, as well as address land use, maintenance, and features while thoroughly engaging the community along the way. This phase of the project is estimated to be \$850k with an ODOT Community Paths grant request of \$750k to perform refinement planning between Madras and Culver.

The grant program requires a local match. Therefore, the remaining \$100k has been identified as a local match to be provided through contributions from partners, key stakeholders, grants, and community fundraising.

STAFF ANALYSIS:

The City Council is encouraged to discuss and then identify a) if they wish to participate in the project financially; and b) if so, how much of a contribution they feel is appropriate. A representative from the Bean Foundation has stated that they are likely to support the project and asked COIC to present a written request to them. St. Charles and 509J School District are also being asked about their interest as potential contributors. It is estimated that Culver, Metolius, Madras, and Jefferson County may need to raise a combined amount of \$80,000. As a starting point, a four-way split would equate to \$20,000/per entity for Council to discuss and consider.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		X
City Attorney	Jeremy Green		X
City Recorder	Lysa Vattimo	7/20/22	
Finance	Kristal Hughes	7/20/22	
Community Development	Nick Snead		X
Public Works	Jeff Hurd		X
Police	Steve Webb		X

B. Fiscal Impact:

- Cost\$TBD by Council

C. Funding Source:

- Tourism and Economic Development Fund

D. Explanation of Impact:

- A budget resolution will be needed to transfer fund from contingency

E. Supporting Documentation:

- Presentation from COIC

RECOMMENDATION:

That the Council approve a local grant match contribution of \$_____ for the refinement planning phase of the Jefferson County Community Pathway Connector Project.

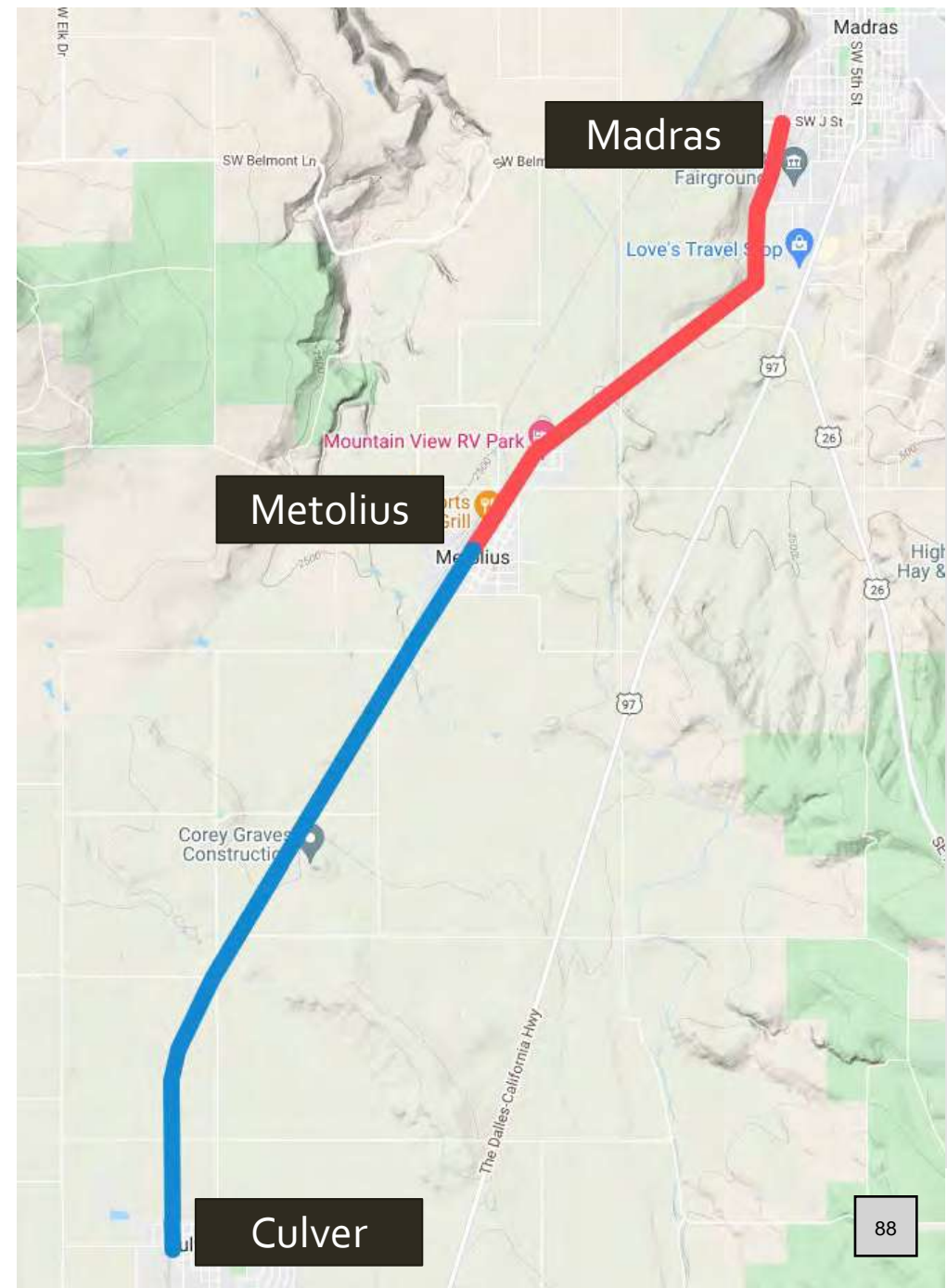
Jefferson County, OR Community Pathway Project

Connecting Madras, Metolius and Culver!



WHAT is the Community Pathway Project?

- A proposed multi-use pathway, connecting Madras, Metolius and Culver along Highway 361
 - Hard surface
 - Approx 8.2 miles long
 - Barrier-protected from vehicles on the Highway



WHO is
involved
– *and* –
WHY is this
being
proposed?

- The Cities of Madras, Metolius and Culver are working in collaboration with Jefferson County, Jeff Co Public Health, COIC, ODOT, and Kittelson & Associates
 - This project was identified as a community project in the Jefferson County Transportation Systems Plan and the Metolius Community Vision
- The purpose of the pathway is two-fold:
 - First and foremost: To promote health and community connectivity and create safe, accessible transportation options beyond cars and public transit
 - Second: To encourage tourism and economic development in the County
- **Connecting Madras, Metolius and Culver in a way that promotes community health, opportunities for connections and gathering, and safe, multi-modal transportation are the focuses of this project**



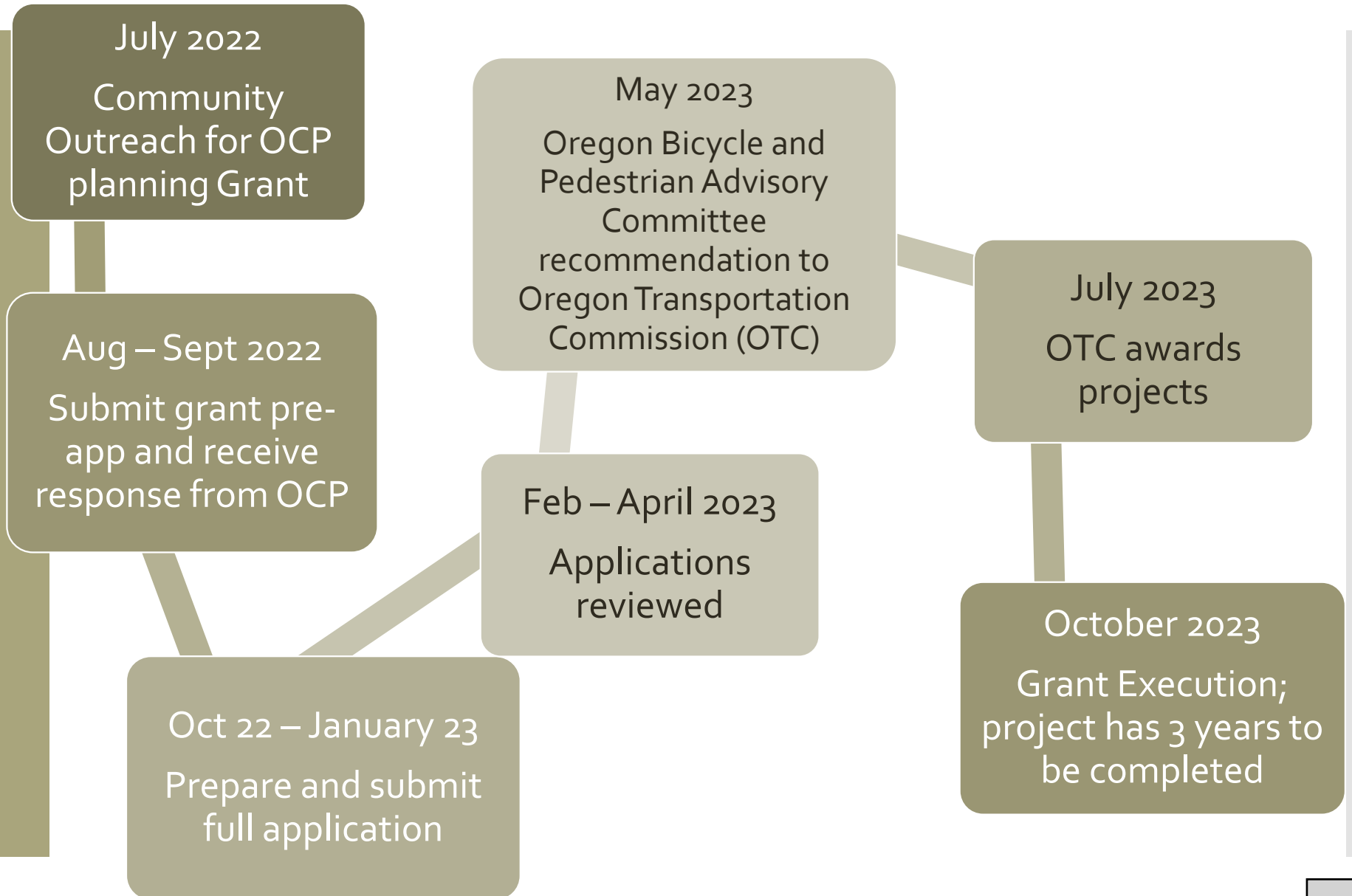
Next Steps – and – Considerations



- The Cities and partners are planning to apply to the Oregon Department of Transportation's [Community Paths Program](#) for a Project Refinement (**planning**) grant in September 2022
- This is **not** a construction grant; it would fund the partial design and feasibility study of the route, as well as address land use, maintenance, and features while thoroughly engaging the community along the way
- The project budget is estimated to be \$850K
 - \$750K OCP grant request to plan the first 30% of the construction design for the section between Madras and Metolius, and 5% of design for the Metolius to Culver section
 - \$100K to raise locally, through contributions from partners, key stakeholders, grants, and community fundraising



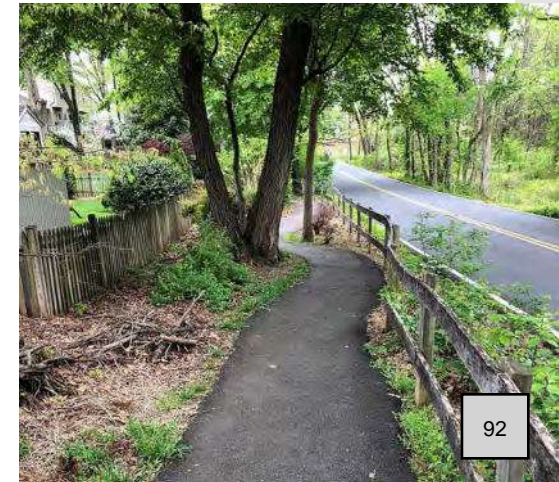
Grant Timeline



Questions – and – Discussion

This project is meant to benefit community members. So, we want to hear from you!

- What are your initial thoughts or reactions?
- What questions do you have?
- What do you envision when thinking about this pathway? How would you use it?
- Do you see this benefitting you, your neighbors, and the other communities along this pathway?



CITY OF MADRAS
Request for Council Action

Date Submitted: July 12, 2022

Meeting Date: July 26, 2022

To: Mayor and City Council Members

From: Jeff Hurd, Interim Public Works Director

Through: Gus Burrell, City Administrator

Subject: **RESOLUTION NO. 21-2022**
A resolution of the City of Madras authorizing the City of Madras to apply for a 2022 Safe Routes to School Grant for the “SRTS 2022 Buff Elementary – J Street and McTaggart – Crossing Enhancements and Sidewalk” project in the amount of \$515,000.00.

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That Council approve and adopt Resolution No. 21-2022.

OVERVIEW:

Oregon Department of Transportation Safe Routes to School Program provides a construction grant opportunity on a 2-year cycle. The City has the opportunity to obtain its 4th SRTS grant in order to provide pedestrian improvements to provide a safe route for children and pedestrians to travel to school. The proposed project will reconfigure the intersection of J Street and Strawberry Lane to remove the right-in, right-out porkchop and install a rapid flashing beacon with warning signs, crosswalk, and updated ADA facilities. The project will also design and construct sidewalks along McTaggart from the SW corner of J Street and McTaggart north approximately 900 feet to provide a safe route for pedestrians on the west side. The total project cost is estimated at \$515,000. The grant requires a 20% match, therefore the City’s cash obligation for the project will be \$103,000.

STAFF ANALYSIS:

The City has been very successful in obtaining Safe Routes to School Grants to reconstruct/construct pedestrian improvements throughout the City. Past projects include improvements at the intersection of Buff Street and McTaggart up to 10th; improvements on B Street from 5th Street to 7th Street; and more recently improvements on 7th Street from B Street to D Street.

With the recent pedestrian/vehicle incident that occurred in early 2021 at the proposed location, the Public Works Department ordered a study utilizing Kittelson and Associates to determine what improvements could be made at the intersection of Strawberry Lane and J Street to reduce the potential for future incidents. Kittelson prepared a report recommending reconfiguration of the intersection (loose the porkchop) and provision of a rapid flashing beacon with advanced warning signs, crosswalk, and ADA Ramps.

In addition to Kittelson’s recommendations, the Public Works Department determined it would be wise to also install sidewalks on the west side of McTaggart Road to provide a true pedestrian connection to Buff Elementary and the high school from Strawberry Heights. Currently pedestrians are cutting across the private field and darting across McTaggart Road in order to get to school. This project also calls for for a crosswalk at the north terminus of the sidewalk with ADA ramps to direct pedestrians east across McTaggart Road.

The estimated project cost including design, construction, utility fees, and contingency is estimated at \$515,000.00. If awarded, the City will design the project in the summer/fall of 2023 and construct the improvements in the spring/summer of 2024.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green		x
City Recorder	Lysa Vattimo		x
Finance	Kristal Hughes		x
Community Development	Nick Snead		x
Public Works	Jeff Hurd	7/18/22	
Police	Tanner Stanfill		x

B. Fiscal Impact:

- Total Project Cost \$515,000.00
 - ODOT SRTS Grant \$412,000.00
 - City of Madras Funding \$103,000.00

C. Funding Source:

- Transportation Operations Fund, Capital Outlay.
- Project is not budgeted. Depending on timing of award it may be budgeted in an upcoming budget cycle or a budget resolution will need to be performed to allocate the unappropriated funding and unappropriated expense.

D. Supporting Documentation:

- Resolution 21-2022
- Kittelson Memo
- Project Budget
- Conceptual Project Exhibit
- Signature page

RECOMMENDATION:

That Council approve and adopt Resolution No. 21-2022.

RESOLUTION NO. 21-2022

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

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

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

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

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

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

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

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

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

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

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

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

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

Richard Ladeby, Mayor

ATTEST:

Lysa Vattimo, City Recorder

Technical Memorandum

January 28, 2022

Project# 13757-022

To: City of Madras Staff

From: Jacki Gulczynski, P.E., Matt Kittelson, P.E., Daniel Bowers

RE: Strawberry Ln Crossing Analysis

The City of Madras requested that Kittelson & Associates, Inc. (Kittelison) evaluate the existing J Street/Strawberry Lane intersection and opportunities to improve crossing conditions for people walking, biking, or rolling through the facility. This memorandum documents existing conditions at the intersection, evaluation of the need for changes to the crossing facilities provided, and recommendations for how to implement those changes.

Purpose and Background

The J Street/Strawberry Lane intersection is located on the eastside of Madras less than a half mile south of Buff Elementary School and Madras High School. Figure 1 shows an aerial image of the study area. The intersection currently operates as a three-leg side-street stop-controlled facility. No marked crossings or curb ramps are provided for crossing movements of J Street. The residential development to the south (Strawberry Heights) consists of single-family and multifamily homes. The City of Madras has received several reports of people crossing J Street at this location. As shown in Figure 1, a game trail is present on the private property north of the intersection – likely used by individuals accessing the schools to the north as opposed to traveling east to McTaggart Road to access the schools via the existing sidewalk network. According to the Madras TSP, the segment of J Street east of Strawberry Lane is a high priority “safe routes to school” project which includes sidewalk upgrades, ADA ramps, and street lighting.

The purpose of this study is to evaluate the existing J Street/Strawberry Lane intersection to identify potential crossing treatments that would improve pedestrian crossing conditions and network connectivity.

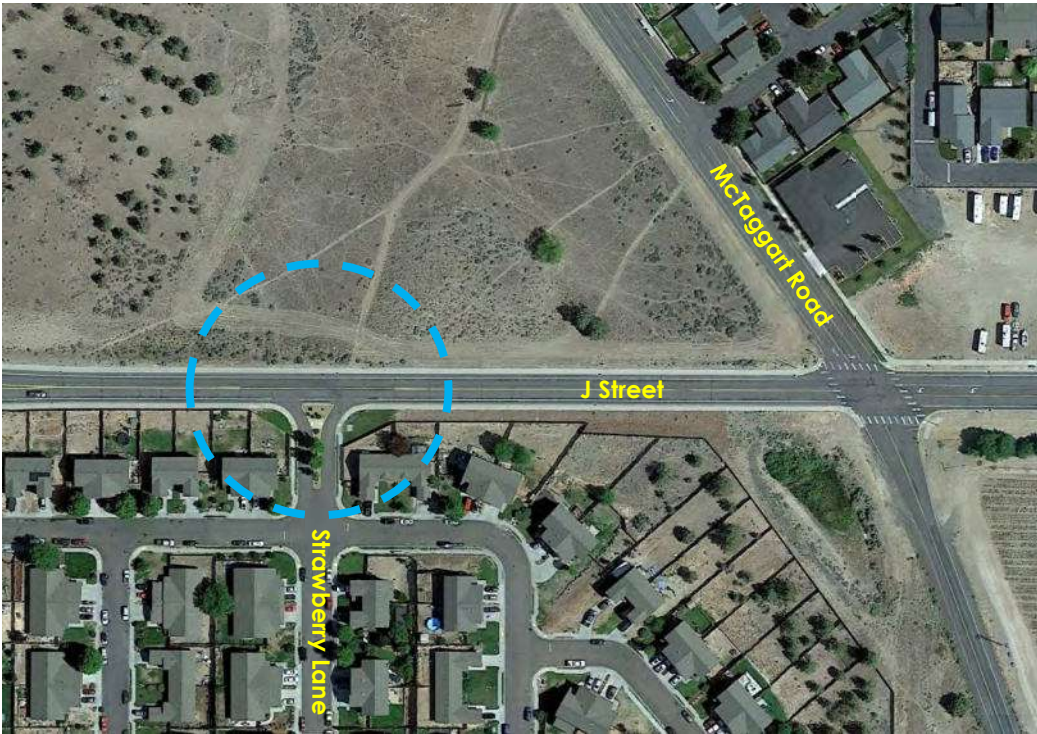


Figure 1. Study Area

Existing Traffic Conditions

Traffic count data was collected at the J Street/Strawberry Lane intersection on a typical weekday in October 2021 during the morning, afternoon, and evening peak periods. The daily traffic was approximately 2,500 vehicles per day and peak periods were observed from 7:05am-8:05am and 2:55pm-3:55pm – synonymous with school drop off and pick up times. In addition to turning count volumes, 24-hour tube count and speed data was collected on J Street west of Strawberry Lane. While J Street has a posted speed of 35 miles per hour, the observed 85th percentile speed was 40 miles per hour. *Speed and volume data is provided in Appendix A.*

When the J Street/Strawberry Lane intersection was initially constructed, northbound and westbound left-turns were restricted via a raised median along J Street extending through the intersection. The raised median was removed approximately five years ago due to noncompliance from drivers.

Strawberry Lane was constructed with a median that generally channelizes inbound and outbound traffic to right-turn movements. However, the alignment of the median along Strawberry Lane and the removal of the median along J Street do not fully restrict inbound or outbound left-turn movements to or from Strawberry Lane, as observed in the traffic count data where vehicles appear to be making both movements freely. The turning radius required for vehicles making such maneuvers around the median can result in longer turns, reduced sight lines, and confusion for people crossing at the intersection while walking, biking, or rolling.

SAFETY EVALUATION

ODOT provided recorded crash data for the most recent five-year period between January 2015 and December 2019. Review of the crash database showed one crash at the study intersection. An angle crash occurred in August 2019 that resulted in minor injuries.

A recent crash occurred at the intersection on October 5, 2021. This crash involved a westbound vehicle on J Street making a left turn onto Strawberry Lane, striking the pedestrian that had fallen into the travel lane from a sidewalk on Strawberry Lane. The pedestrian was injured from the crash and required medical attention.

Sight Distance

Sight distance at the J Street/Strawberry Lane intersection was reviewed as part of this crossing evaluation. J Street has a 5% average grade in the vicinity of Strawberry Lane and a vertical crest curve with the apex approximately 1,000 feet west of the intersection. The intersection sight distance from the stop-controlled approach of Strawberry Lane was review and recorded in Table 1 below.

The City of Madras applies the minimum recommended sight distance criteria based on the standard reference *A Policy on Geometric Design of Highways and Streets, 6th Edition* published by the American Association of State Highway and Transportation Officials (AASHTO) in 2018 (commonly referred to as the *Green Book*). This reference provides the recommended sight distances as measured from a height of 3.5 feet and 14.5 feet from the edge of travel way at the access point (Strawberry Lane), based on the speed of the roadway. A brake reaction time of 2.5 seconds and deceleration rate of 11.2 ft/s² were assumed for the stopping sight distance, as recommended in the *Green Book*. The field recorded 85th percentile speed of 40 mph was used for the evaluation.

Table 1. Sight Distance Review

Location	Direction of view	Required Sight Distance	Available Sight Distance*
J Street / Strawberry Lane	Westbound	385 feet	>385 feet (to 10 th Street)
	Eastbound	445 feet	>445 feet (to McTaggart Road)

*Sight distance is achieved by encroaching toward the edge of the travel lane. Current vegetation prevents adequate sight lines from the standard stop position.

Figures 2-4 show sight distance photos taken at J Street/Strawberry Lane. As visible in Figures 2 and 3 an existing privacy fence on the southwest corner of the intersection creates a sight distance constraint for northbound vehicles looking west. Figure 2 is taken from the stop bar where the fence obstructs sight lines. Figure 3 illustrates that adequate sight distance can be achieved by encouraging slightly toward the travel lane. Additionally, there is vegetation planted in the median that obstructs sight lines, including two medium-sized trees. While the trees did not have leaves when the photos were taken, when the trees are in full bloom, they may obstruct the view of drivers.

As shown in Figure 4, there are no sight distance obstructions looking east. Additionally, as confirmed by a field visit, the crest curve on J Street does not restrict sight distance for eastbound vehicles approaching Strawberry Lane.



Figure 2. Sight distance looking west from stop bar



Figure 3. Sight distance looking west approximately 14.5 feet from edge of travel lane



Figure 4. Sight distance looking east from stop bar

Crossing Assessment

The crossing conditions were evaluated based on National Cooperative Highway Research Program (NCHRP) Report 562: *Improving Pedestrian Safety at Unsignalized Intersections* methodologies.

NCHRP 562 ANALYSIS RESULTS

The National Cooperative Highway Research Program (NCHRP) 562 Pedestrian Analysis spreadsheet is an approved ODOT tool for guidance when identifying an appropriate crossing treatment at a particular location or intersection. This spreadsheet uses methodology detailed in the NCHRP 562 report and identifies suitable crossing treatments based on key factors such as traffic volumes and pedestrian volumes, crossing distance, posted or 85th percentile speed, and expected motorist compliance.

According to the analysis tool, **an active or enhanced treatment is recommended** assuming peak hour pedestrian volumes are equivalent to or greater than 14 pedestrians per hour. The pedestrian volumes from the October 2021 counts show two pedestrians making the crossing movement during the AM peak hour, however, an enhanced crossing treatment would provide direct access across J Street for residents of the Strawberry Heights neighborhood likely increasing the usage of this crossing. Additionally, an enhanced crossing is compatible with the goals and objectives of Safe Routes to School such as "increasing the ability and opportunity for children to walk and bicycle to school". *The analysis spreadsheet is provided in Appendix B.*

Preliminary Design Considerations

This section describes the design considerations for a crossing at J Street/Strawberry Lane including recommendations for intersection functionality and safety improvements.

STRAWBERRY LANE MEDIAN SEPARATOR

The channelized median on Strawberry Lane at J Street is intended to restrict left turn movements to and from Strawberry Lane at the intersection. As the primary access point to the Strawberry Heights neighborhood, many users of the intersection disregard the channelization and make the restricted turning movements (as observed in the collected traffic count data), resulting in increased turning radius for vehicles and additional conflicts for all intersection users, as discussed previously.

Figure 5 shows a photo of the channelized median at the stop bar illustrating the marks and deterioration of the curb from vehicles turning left from northbound Strawberry Lane to westbound J Street.



Figure 5. Curb condition of separator at stop bar at J Street/Strawberry Lane intersection

As noted previously, a recent crash in 2021 involved a vehicle performing a restricted left turn movement from westbound J Street to southbound Strawberry Lane. Additionally, as described in the sight distance evaluation, the landscaping in the median restricts clear sight lines for vehicles stopped at Strawberry Lane and requires vehicles to encroach upon the intersection to see oncoming traffic.

For the reasons stated above, it is recommended that the City consider removing the channelization at J Street/Strawberry Lane and any vegetation that restricts required sight distance at the intersection. A concept drawing of the recommended intersection configuration is shown in Figure 6.

CROSSWALK LOCATION

Per recommendations noted above, two locations were considered for the placement of the enhanced crossing at Strawberry Lane: the east or west leg of the intersection. Table 2 summarizes the advantages and considerations of both locations.

Table 2. Comparison of Crossing Location

Location	Advantages	Considerations
East of Strawberry Lane	<ul style="list-style-type: none"> • Further distance from the crest curve on J Street to the west of the intersection. • Located generally in line with the existing game trail likely used by school foot traffic. 	<ul style="list-style-type: none"> • Crossing would need to be highly visible for northbound right-turn vehicles
West of Strawberry Lane	<ul style="list-style-type: none"> • Reduces a potential vehicle-pedestrian conflict for northbound right-turn vehicles. • More centrally located between nearest crosswalks to the west and east. 	<ul style="list-style-type: none"> • Not aligned with current game trail on the north side of J Street. • May require additional analysis for location of catch basin – with current location stormwater would flow through the crosswalk before reaching the catch basin.

While the east location is conveniently located adjacent to the game trail and downhill from the catch basin, the west location minimizes the potential for conflicts between pedestrians and vehicles. Therefore, it is recommended the city consider locating the crossing west of the intersection.

CONCEPT DRAWING

Figure 6 show a preliminary concept drawing for the enhanced crossing at J Street/Strawberry Lane. Several key components and assumptions included in the concept are as follows:

- All linework was completed over an aerial photo. No survey data was provided.
- To be consistent with recent enhanced crossings throughout the City of Madras, it is assumed that the enhanced treatment is a Rectangular Rapid Flash Beacon (RRFB).
- The crosswalk is front lit by two illumination poles to provide adequate pedestrian level lighting at the crossing. A lighting analysis was not conducted with this study and pole placement should be further evaluated.
- Advanced flashing beacons would be installed in both the eastbound and westbound direction.
- ADA compliant curb ramps with detectable warning surfaces would be installed on both sides of J Street at the crosswalk.
- The landscaped median on Strawberry Lane has been modified to allow left turn movements while maintaining the existing crossing and ramps.



Figure 6. Enhanced Crossing Exhibit
Madras, OR

PRELIMINARY COST ESTIMATE

Preliminary planning level cost estimates were developed for the enhanced crossing. The preliminary, planning level cost estimates include an itemized breakdown of major earthwork, roadway infrastructure, sidewalk/ADA infrastructure, the RRFB assembly, illumination, and other major components. Groups of items (such as traffic control) are presented as lump sum items and the estimates provided are based on similar work for other projects. The cost estimates do not include acquisition of right-of-way or franchise utilities relocations. Table 3 provides the cost estimate for the enhanced crossing and median separator treatment. A detailed cost estimate is provided in Appendix C.

Table 3. Preliminary Cost Estimate Summary

Construction Cost	Engineering & Construction Management	30% Contingency	Total Estimated Cost
\$93,020	\$47,000	\$42,010	\$182,030

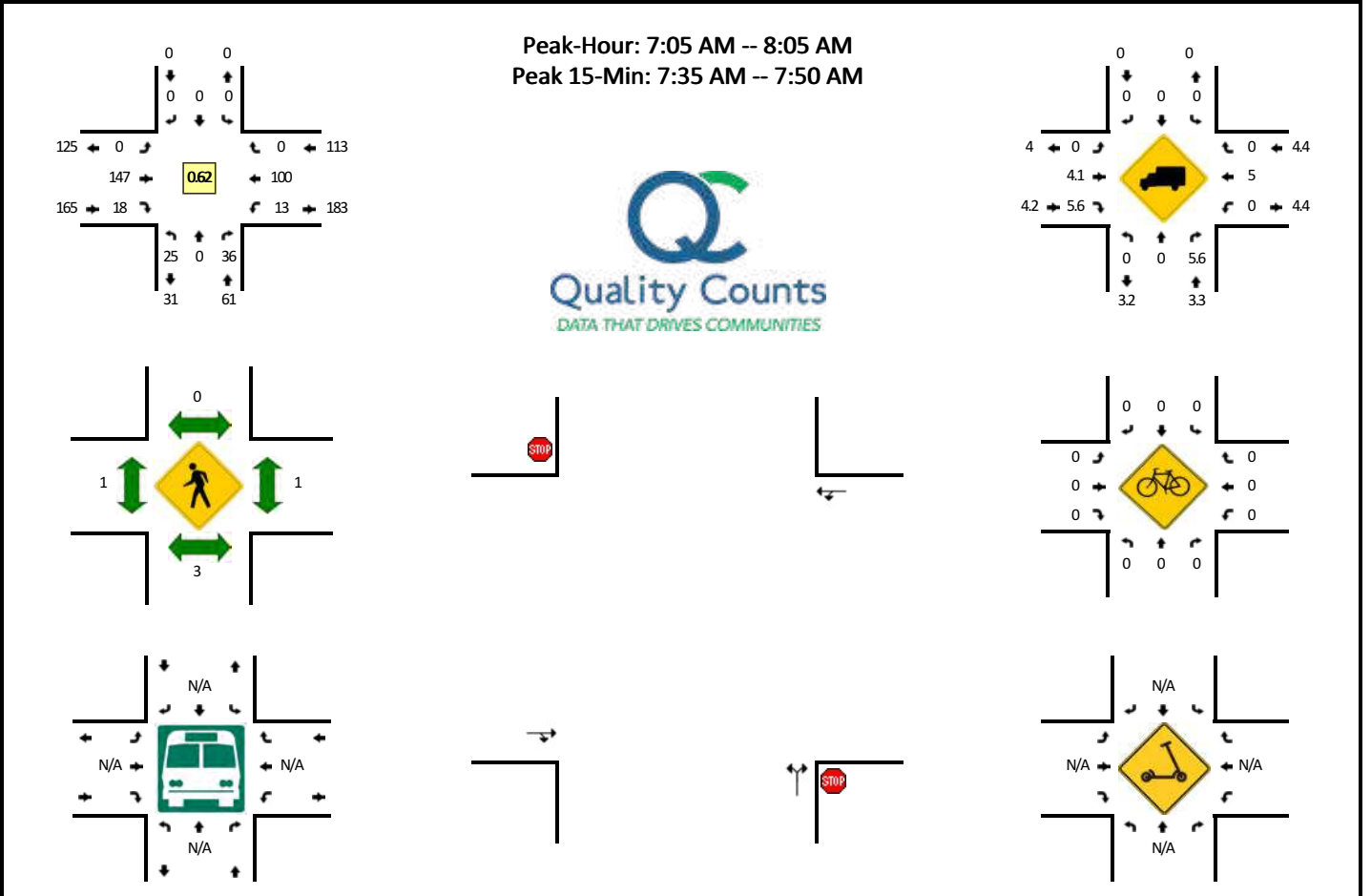
Conclusions and Recommendations

There are currently no existing pedestrian facilities to assist pedestrians crossing J Street at this intersection. This study documents the analysis and recommendation for an enhanced crossing at J Street/Strawberry Lane. An enhanced crossing on the westside of the existing intersection provides an improved crossing treatment for pedestrians, particularly those walking to and from the Strawberry Heights neighborhood to the school to the north. The crossing adheres to the goals and objectives for the City's Safe Routes to School Program by providing pedestrian safety improvements and connectivity to key areas. In addition to an enhanced crossing, it is recommended that the City consider modifying the median separator on Strawberry Lane to remove the right-in, right-out channelization due to sight distance challenges and vehicle compliance.

Appendix A – Traffic Count Data

LOCATION: SE Strawberry Ln -- SE J St
CITY/STATE: Madras, OR

QC JOB #: 15606501
DATE: Wed, Oct 27 2021



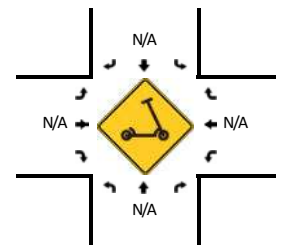
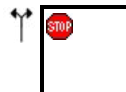
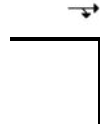
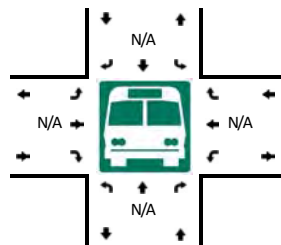
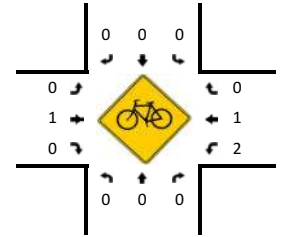
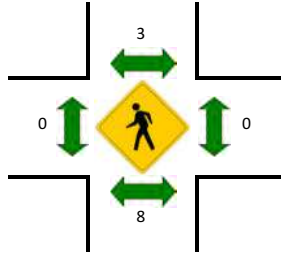
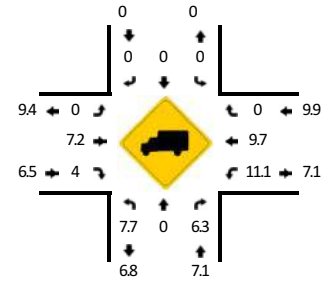
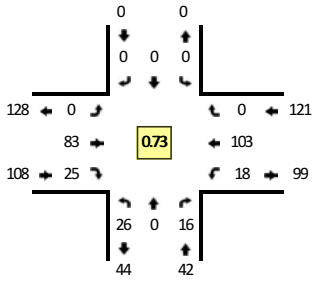
5-Min Count Period Beginning At	SE Strawberry Ln (Northbound)				SE Strawberry Ln (Southbound)				SE J St (Eastbound)				SE J St (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
7:00 AM	2	0	0	0	0	0	0	0	0	0	2	1	0	0	5	0	0	10	
7:05 AM	1	0	0	0	0	0	0	0	0	0	9	1	0	0	5	0	0	16	
7:10 AM	1	0	0	0	0	0	0	0	0	0	5	1	0	0	3	0	0	10	
7:15 AM	6	0	0	0	0	0	0	0	0	0	10	2	0	0	0	0	0	18	
7:20 AM	3	0	4	0	0	0	0	0	0	0	9	4	0	0	5	0	0	25	
7:25 AM	1	0	4	0	0	0	0	0	0	0	13	1	0	1	4	0	0	24	
7:30 AM	3	0	3	0	0	0	0	0	0	0	21	0	0	0	9	0	0	36	
7:35 AM	2	0	5	0	0	0	0	0	0	0	22	0	0	1	8	0	0	38	
7:40 AM	3	0	6	0	0	0	0	0	0	0	15	1	0	3	22	0	0	50	
7:45 AM	1	0	7	0	0	0	0	0	0	0	17	1	0	1	21	0	0	48	
7:50 AM	2	0	5	0	0	0	0	0	0	0	8	1	0	3	8	0	0	27	
7:55 AM	0	0	1	0	0	0	0	0	0	0	12	3	0	4	10	0	0	30	332
8:00 AM	2	0	1	0	0	0	0	0	0	0	6	3	0	0	5	0	0	17	339
8:05 AM	1	0	0	0	0	0	0	0	0	0	5	1	0	0	5	0	0	12	335
8:10 AM	3	0	0	0	0	0	0	0	0	0	6	2	0	0	0	0	0	11	336
8:15 AM	3	0	2	0	0	0	0	0	0	0	3	1	0	2	3	0	0	14	332
8:20 AM	1	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	0	9	316
8:25 AM	1	0	0	0	0	0	0	0	0	0	4	1	0	0	4	0	0	10	302
8:30 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0	0	4	270
8:35 AM	3	0	0	0	0	0	0	0	0	0	4	2	0	0	1	0	0	10	242
8:40 AM	3	0	0	0	0	0	0	0	0	0	3	1	0	0	2	0	0	9	201
8:45 AM	2	0	2	0	0	0	0	0	0	0	2	2	0	0	1	0	0	9	162
8:50 AM	0	0	1	0	0	0	0	0	0	0	1	2	0	0	2	0	0	6	141
8:55 AM	2	0	0	0	0	0	0	0	0	0	6	1	0	0	5	0	0	14	125
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total		
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
All Vehicles	24	0	72	0	0	0	0	0	0	216	8	0	20	204	0	0	544		
Heavy Trucks	0	0	4		0	0	0		0	12	0		0	0	0		16		
Buses																			
Pedestrians		0				0				4				0			4		
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0		
Scoters																			

Comments:

LOCATION: SE Strawberry Ln -- SE J St
CITY/STATE: Madras, OR

QC JOB #: 15606502
DATE: Wed, Oct 27 2021

Peak-Hour: 2:55 PM -- 3:55 PM
 Peak 15-Min: 2:55 PM -- 3:10 PM



5-Min Count Period Beginning At	SE Strawberry Ln (Northbound)				SE Strawberry Ln (Southbound)				SE J St (Eastbound)				SE J St (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
2:00 PM	2	0	0	0	0	0	0	0	0	0	0	1	0	0	6	0	0	9	
2:05 PM	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	3	
2:10 PM	1	0	0	0	0	0	0	0	0	0	1	0	0	0	5	0	0	7	
2:15 PM	0	0	1	0	0	0	0	0	0	0	3	2	0	0	5	0	0	12	
2:20 PM	1	0	0	0	0	0	0	0	0	0	2	3	0	0	6	0	0	12	
2:25 PM	0	0	1	0	0	0	0	0	0	0	8	1	0	0	7	0	0	17	
2:30 PM	1	0	3	0	0	0	0	0	0	0	4	0	0	0	5	0	0	13	
2:35 PM	0	0	0	0	0	0	0	0	0	0	7	1	0	1	6	0	0	15	
2:40 PM	1	0	1	0	0	0	0	0	0	0	8	1	0	0	3	0	0	14	
2:45 PM	0	0	1	0	0	0	0	0	0	0	12	3	0	0	4	0	0	20	
2:50 PM	1	0	2	0	0	0	0	0	0	0	14	1	0	0	2	0	0	20	
2:55 PM	3	0	4	0	0	0	0	0	0	0	15	1	0	1	7	0	0	31	173
3:00 PM	2	0	2	1	0	0	0	0	0	0	8	1	0	4	16	0	0	34	198
3:05 PM	2	0	1	0	0	0	0	0	0	0	10	1	0	1	13	0	0	28	223
3:10 PM	3	0	2	0	0	0	0	0	0	0	2	3	0	6	10	0	0	26	242
3:15 PM	0	0	2	0	0	0	0	0	0	0	7	3	0	1	14	0	0	27	257
3:20 PM	1	0	0	0	0	0	0	0	0	0	4	1	0	0	7	0	0	13	258
3:25 PM	0	0	1	0	0	0	0	0	0	0	8	2	0	0	7	0	0	18	259
3:30 PM	3	0	0	0	0	0	0	0	0	0	10	1	0	0	8	0	0	22	268
3:35 PM	2	0	1	0	0	0	0	0	0	0	3	3	0	0	6	0	0	15	268
3:40 PM	2	0	0	0	0	0	0	0	0	0	4	1	0	1	5	0	0	13	267
3:45 PM	3	0	2	0	0	0	0	0	0	0	5	3	0	1	6	0	0	20	267
3:50 PM	4	0	1	0	0	0	0	0	0	0	7	5	0	3	4	0	0	24	271
3:55 PM	1	0	0	0	0	0	0	0	0	0	8	5	0	0	7	0	0	21	261
4:00 PM	3	0	1	0	0	0	0	0	0	0	10	4	0	1	10	0	0	29	256
4:05 PM	1	0	1	0	0	0	0	0	0	0	8	3	0	1	10	0	0	24	252
4:10 PM	1	0	0	0	0	0	0	0	0	0	6	1	0	0	7	0	0	15	241
4:15 PM	4	0	1	0	0	0	0	0	0	0	9	5	0	1	1	0	0	21	235
4:20 PM	1	0	1	0	0	0	0	0	0	0	7	3	0	2	5	0	0	19	241
4:25 PM	3	0	0	0	0	0	0	0	0	0	5	1	0	0	7	0	0	16	239
4:30 PM	0	0	0	0	0	0	0	0	0	0	15	4	0	0	10	0	0	29	246
4:35 PM	1	0	0	0	0	0	0	0	0	0	6	5	0	2	6	0	0	20	251
4:40 PM	5	0	0	0	0	0	0	0	0	0	10	1	0	1	5	0	0	22	260
4:45 PM	3	0	3	0	0	0	0	0	0	0	9	9	0	0	7	0	0	31	271
4:50 PM	5	0	1	0	0	0	0	0	0	0	7	2	0	1	6	0	0	22	269
4:55 PM	2	0	2	0	0	0	0	0	0	0	3	2	0	0	8	0	0	17	265
5:00 PM	3	0	1	0	0	0	0	0	0	0	2	8	0	0	8	0	0	22	258
5:05 PM	2	0	0	0	0	0	0	0	0	0	5	2	0	2	9	0	0	20	252

5-Min Count Period Beginning At	SE Strawberry Ln (Northbound)				SE Strawberry Ln (Southbound)				SE J St (Eastbound)				SE J St (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
5:10 PM	2	0	0	0	0	0	0	0	0	5	1	0	2	11	0	0	21	260
5:15 PM	1	0	0	0	0	0	0	0	0	7	5	0	2	4	0	0	19	258
5:20 PM	2	0	1	0	0	0	0	0	0	6	6	0	0	10	0	0	25	264
5:25 PM	0	0	0	0	0	0	0	0	0	5	0	0	0	8	0	0	13	261
5:30 PM	3	0	2	0	0	0	0	0	0	8	2	0	0	7	0	0	22	254
5:35 PM	1	0	0	0	0	0	0	0	0	14	1	0	0	4	0	0	20	254
5:40 PM	4	0	0	0	0	0	0	0	0	6	3	0	1	5	0	0	19	251
5:45 PM	3	0	3	0	0	0	0	0	0	7	4	0	2	5	0	0	24	244
5:50 PM	4	0	1	0	0	0	0	0	0	11	2	0	1	4	0	0	23	245
5:55 PM	3	0	1	0	0	0	0	0	0	3	5	0	3	2	0	0	17	245
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	28	0	28	4	0	0	0	0	0	132	12	0	24	144	0	0	372	
Heavy Trucks	0	0	0		0	0	0		0	4	4		4	0	0		12	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		8	4	0		12	
Scoters																		

Comments:

Report generated on 11/4/2021 2:08 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

Type of report: Tube Count - Speed Data

LOCATION: SE J St west of SE strawberry Ln														QC JOB #: 15606503																
SPECIFIC LOCATION:														DIRECTION: EB, WB																
CITY/STATE: Madras, OR														DATE: Oct 27 2021																
Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	1	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	31-40	5	
12:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	21-30	1	
12:30 AM	0	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	26-35	2	
12:45 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	31-40	1	
01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0
01:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	31-40	1	
01:30 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	31-40	1	
01:45 AM	2	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	26-35	2	
02:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	46-55	1	
02:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	31-40	1	
02:30 AM	1	0	0	0	2	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	26-35	5	
02:45 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	21-30	1	
03:00 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	31-40	1	
03:15 AM	0	0	1	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	31-40	4	
03:30 AM	0	0	1	0	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	31-40	3	
03:45 AM	0	0	2	0	1	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	16-25	2	
04:00 AM	0	0	1	2	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	26-35	3	
04:15 AM	0	0	2	1	4	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	31-40	7	
04:30 AM	0	0	0	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	26-35	5	
04:45 AM	0	0	1	0	4	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	31-40	7	
05:00 AM	1	0	1	1	5	6	6	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	36-45	12	
05:15 AM	0	0	3	2	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	21-30	5	
05:30 AM	0	0	0	1	2	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	36-45	9	
05:45 AM	0	0	3	1	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	31-40	10	
Day Total																														
Percent																														
AM Peak																														
15-min Vol																														
PM Peak																														
15-min Vol																														
Comments:																														

Report generated on 11/3/2021 9:07 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: SE J St west of SE strawberry Ln														QC JOB #: 15606503																
SPECIFIC LOCATION:														DIRECTION: EB, WB																
CITY/STATE: Madras, OR														DATE: Oct 27 2021																
Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
06:00 AM	0	0	0	0	6	2	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	26-35	8	
06:15 AM	0	0	2	3	7	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	31-40	13	
06:30 AM	1	0	0	6	9	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	26-35	15	
06:45 AM	1	1	3	3	10	6	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33	31-40	16	
07:00 AM	0	0	1	8	10	12	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	31-40	22	
07:15 AM	0	0	7	18	21	7	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58	26-35	39	
07:30 AM	1	0	7	26	40	25	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	106	26-35	66		
07:45 AM	3	0	2	17	34	22	6	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87	31-40	56	
08:00 AM	0	0	2	8	16	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39	31-40	26	
08:15 AM	0	0	0	3	10	9	1	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	31-40	19	
08:30 AM	0	0	3	5	7	4	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	26-35	12	
08:45 AM	0	0	2	5	11	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	31-40	17	
09:00 AM	0	1	2	7	9	8	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	31-40	17	
09:15 AM	0	0	1	6	12	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	26-35	18	
09:30 AM	2	0	1	13	7	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	26-35	20	
09:45 AM	0	0	0	5	15	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	26-35	20	
10:00 AM	2	1	2	9	13	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	26-35	22	
10:15 AM	0	0	0	7	6	6	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	26-35	13	
10:30 AM	0	1	2	3	4	3	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	26-35	7	
10:45 AM	1	0	0	6	13	7	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	31-40	20	
11:00 AM	1	0	2	6	11	8	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	31-40	19	
11:15 AM	0	1	2	8	7	1	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	26-35	15	
11:30 AM	1	0	0	4	11	9	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	31-40	20	
11:45 AM	0	0	1	6	6	11	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	31-40	17	
Day Total																														
Percent																														
AM Peak 15-min Vol																														
PM Peak 15-min Vol																														
Comments:																														

Report generated on 11/3/2021 9:07 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: SE J St west of SE strawberry Ln														QC JOB #: 15606503																
SPECIFIC LOCATION:														DIRECTION: EB, WB																
CITY/STATE: Madras, OR														DATE: Oct 27 2021																
Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
12:00 PM	2	0	1	8	13	9	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	31-40	22	
12:15 PM	0	1	2	11	6	10	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	26-35	17	
12:30 PM	2	0	4	11	15	4	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	26-35	26		
12:45 PM	1	0	2	13	17	10	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	49	26-35	30		
01:00 PM	1	0	4	9	9	7	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	26-35	18		
01:15 PM	3	0	1	7	15	10	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	31-40	25		
01:30 PM	2	0	1	9	12	12	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	31-40	24		
01:45 PM	4	0	2	7	13	14	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	31-40	27		
02:00 PM	0	1	0	4	6	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	31-40	12		
02:15 PM	3	0	3	8	12	8	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	28-37	20		
02:30 PM	0	0	2	7	14	11	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	31-40	25		
02:45 PM	2	0	4	14	18	18	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63	31-40	36		
03:00 PM	1	0	9	15	18	19	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69	31-40	37		
03:15 PM	3	0	7	14	10	16	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55	31-40	26		
03:30 PM	2	0	2	13	13	10	4	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	26-35	26		
03:45 PM	2	1	5	19	18	8	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59	26-35	37		
04:00 PM	2	1	1	9	23	22	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63	31-40	45		
04:15 PM	1	1	5	10	18	11	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	31-40	29		
04:30 PM	1	0	6	14	20	19	5	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	31-40	39		
04:45 PM	1	0	3	9	23	18	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63	31-40	41		
05:00 PM	2	0	4	12	20	14	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58	31-40	34		
05:15 PM	4	1	3	8	15	9	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55	31-40	24		
05:30 PM	1	0	1	11	20	15	6	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57	31-40	35		
05:45 PM	1	0	8	11	19	9	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55	26-35	30		
Day Total																														
Percent																														
AM Peak																														
15-min Vol																														
PM Peak																														
15-min Vol																														
Comments:																														

Report generated on 11/3/2021 9:07 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: SE J St west of SE strawberry Ln
SPECIFIC LOCATION:
CITY/STATE: Madras, OR

QC JOB #: 15606503
DIRECTION: EB, WB
DATE: Oct 27 2021

Start Time	15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
06:00 PM	3	0	3	8	20	16	4	2	0	0	0	0	0	0	56	31-40	36
06:15 PM	0	0	2	11	26	8	2	1	0	0	0	0	0	0	50	26-35	37
06:30 PM	0	1	1	6	7	6	3	0	0	0	0	0	0	0	24	26-35	13
06:45 PM	0	0	2	3	9	6	2	0	0	0	0	0	0	0	22	31-40	15
07:00 PM	0	0	2	9	10	6	3	0	0	0	0	0	0	0	30	26-35	19
07:15 PM	0	0	2	7	9	7	3	3	0	0	0	0	0	0	31	26-35	16
07:30 PM	0	0	1	8	7	3	2	1	0	0	0	0	0	0	22	26-35	15
07:45 PM	0	0	1	3	1	1	1	0	0	1	0	0	0	0	8	23-32	4
08:00 PM	0	0	0	1	3	1	2	1	0	0	0	0	0	0	8	28-37	4
08:15 PM	0	0	1	1	4	0	3	0	0	0	0	0	0	0	9	26-35	5
08:30 PM	0	0	3	2	8	0	1	0	0	0	0	0	0	0	14	26-35	10
08:45 PM	1	0	1	1	6	1	4	0	0	0	0	0	0	0	14	26-35	7
09:00 PM	0	0	1	5	10	3	1	0	0	0	0	0	0	0	20	26-35	15
09:15 PM	0	0	0	2	1	3	1	0	0	0	0	0	0	0	7	33-42	4
09:30 PM	0	0	0	2	3	2	0	0	0	0	0	0	0	0	7	28-37	5
09:45 PM	0	0	2	1	4	5	1	0	0	0	0	0	0	0	13	31-40	9
10:00 PM	0	1	0	2	3	7	0	1	0	0	0	0	0	0	14	31-40	10
10:15 PM	0	0	2	5	5	3	0	1	0	0	0	0	0	0	16	26-35	10
10:30 PM	0	0	0	2	2	3	1	0	0	0	0	0	0	0	8	31-40	5
10:45 PM	0	0	2	4	2	1	2	0	0	0	0	0	0	0	11	26-35	6
11:00 PM	0	0	0	1	4	0	0	0	0	0	0	0	0	0	5	26-35	5
11:15 PM	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3	31-40	2
11:30 PM	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	26-35	2
11:45 PM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	31-40	2
Day Total	62	13	163	543	844	603	256	75	10	3	0	0	0	0	2572	31-40	1447
Percent	2.4%	0.5%	6.3%	21.1%	32.8%	23.4%	10%	2.9%	0.4%	0.1%	0%	0%	0%	0%			
AM Peak 15-min Vol	7:45 AM	6:45 AM	7:15 AM	7:30 AM	7:30 AM	7:30 AM	6:45 AM	8:15 AM	2:00 AM	3:45 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	7:30 AM		
	3	1	7	26	40	25	7	4	1	1	0	0	0	0	106		
PM Peak 15-min Vol	1:45 PM	12:15 PM	3:00 PM	3:45 PM	6:15 PM	4:00 PM	5:15 PM	3:30 PM	12:00 PM	7:45 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	3:00 PM		
	4	1	9	19	26	22	14	3	1	1	0	0	0	0	69		

Comments:

Report generated on 11/3/2021 9:07 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: SE J St west of SE strawberry Ln														QC JOB #: 15606503			
SPECIFIC LOCATION:														DIRECTION: EB, WB			
CITY/STATE: Madras, OR														DATE: Oct 27 2021			
Speed Range	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	62	13	163	543	844	603	256	75	10	3	0	0	0	0	2572	31-40	1447
Percent	2.4%	0.5%	6.3%	21.1%	32.8%	23.4%	10%	2.9%	0.4%	0.1%	0%	0%	0%	0%			
Cumulative Percent	2.4%	2.9%	9.3%	30.4%	63.2%	86.6%	96.6%	99.5%	99.9%	100%	100%	100%	100%	100%			
ADT 2572															85th Percentile: 40 MPH Mean Speed(Average): 32 MPH Median: 33 MPH Mode: 33 MPH		
<i>Comments:</i>																	

Report generated on 11/3/2021 9:07 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)



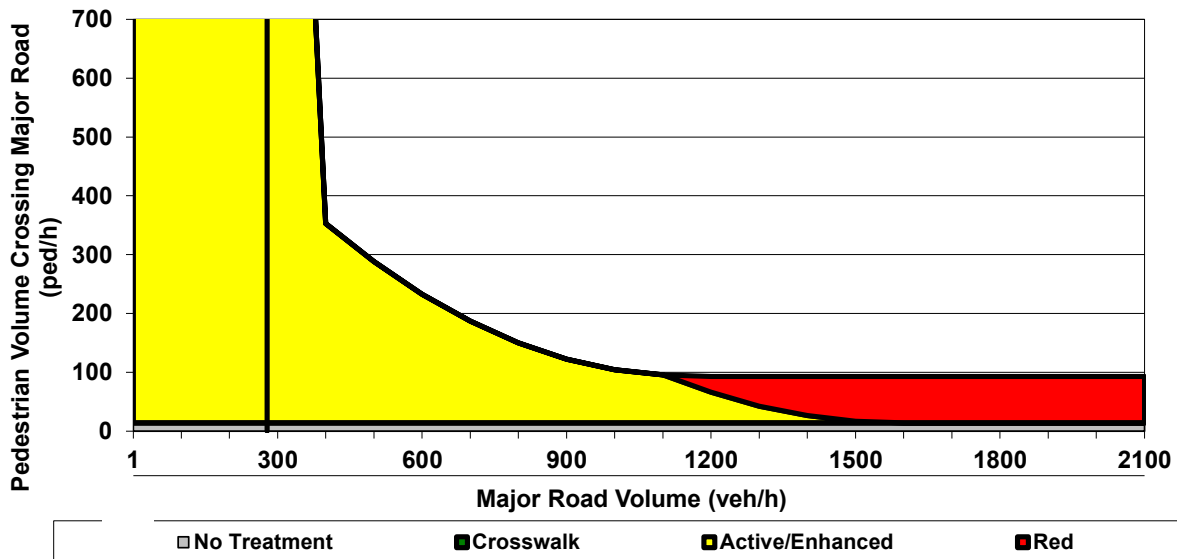
Appendix B – NCHRP 562 Analysis Spreadsheet

GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

This spreadsheet combines Worksheet 1 and Worksheet 2 (Appendix A, pages 69-70) of TCRP Report 112/NCHRP Report 562 (*Improving Pedestrian Safety at Unsignalized Intersections*) into an electronic format. This spreadsheet should be used in conjunction with, and not independent of, Appendix A documentation.

Key	This spreadsheet is still under development, please inform TTI if errors are identified.
Blue fields contain descriptive information.	
Green fields are required and must be completed.	
Tan fields are adjustments that are filled out only under certain conditions (follow instructions to the left of the cell).	
Gray fields are automatically calculated and should not be edited.	

Analyst and Site Information		
Analyst	KAI	Major Street: J Street
Analysis Date	January 1, 2022	Minor Street or Location: Strawberry Lane
Data Collection Date	Year 2021	Peak Hour: AM Peak Hour Scenario
Step 1: Select worksheet:		
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)	1a	40
Is the population of the surrounding area <10,000? (enter YES or NO)	1b	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?		
Peak-hour pedestrian volume (ped/h), V_p	2a	14
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?		
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}	3a	278
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant	3b	445
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant	3c	445
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter YES or NO)	3d	No
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce 3c by up to 50%.	% rate of reduction for 3c (up to 50%)	3e
	Reduced value or 3c	3f
Result: The signal warrant is not met. Go to step 4.		
Step 4: Estimate pedestrian delay.		
Pedestrian crossing distance, curb to curb (ft), L	4a	36
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)	4b	3.5
Pedestrian start-up time and end clearance time (s), t_c (suggested start-up time = 3 sec)	4c	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c	4d	13
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}	4e	278
Major road flow rate (veh/s), v	4f	0.11
Average pedestrian delay (s/person), d_p	4g	17
	Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.	4h
	4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.		
Expected motorist compliance at pedestrian crossings in region: enter HIGH for High Compliance or LOW for Low Compliance	5a	High
Treatment Category:	ACTIVE OR ENHANCED	



This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.

Appendix C – Cost Estimate Spreadsheet

Strawberry Lane Crossing
Crosswalk Estimate
 City of Madras



Engineer's Conceptual Estimate

Prepared By: Jacki Gulczynski Date: January 24, 2022

Reviewed By: Darren Hoppenstiel

This Estimate has a Rating of: **3C** (See rating scale guide below.)

ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
Mobilization	LS	ALL	\$8,000.00	\$8,000.00
Traffic Control	LS	ALL	\$5,000.00	\$5,000.00
Erosion Control	LS	ALL	\$1,000.00	\$1,000.00
Removal of Structures and Obstructions	LS	ALL	\$2,000.00	\$2,000.00
Clearing and Grubbing	LS	ALL	\$2,000.00	\$2,000.00
General Earthworks	CY	100	\$25.00	\$2,500.00
Asphalt Roadway - Full Depth	SF	554	\$8.70	\$4,900.00
Subgrade Geotextile	SY	62	\$1.00	\$100.00
Concrete Curbs - Standard Curb	LF	90	\$25.50	\$2,300.00
Raised Concrete Island	SF	50	\$10.90	\$600.00
Concrete Walks	SF	374	\$7.90	\$3,000.00
Detectable Warnings	EA	4	\$500.00	\$2,000.00
Extra for Pedestrian Ramps	EA	4	\$1,000.00	\$4,000.00
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$7,000.00	\$7,000.00
Permanent Landscaping	SF	100	\$3.70	\$370.00
Irrigation, Complete	SF	100	\$2.50	\$250.00
Pavement Markings, Complete	LS	ALL	\$2,000.00	\$2,000.00
Signage, Complete	LS	ALL	\$6,000.00	\$6,000.00
Illumination System, Complete	LS	ALL	\$15,000.00	\$15,000.00
Rectangular Rapid Flashing Beacon Installation, Complete	LS	1	\$25,000.00	\$25,000.00
TOTAL CONSTRUCTION COST \$				93,020
ENGINEERING SUPPORT				
Engineering & Construction Management	LS	ALL	\$47,000.00	\$47,000.00
ENGINEERING SUPPORT SUBTOTAL \$				47,000
TOTAL PROJECT SUBTOTAL \$				140,020
30% Contingency \$				42,010
TOTAL ESTIMATED PROJECT COST \$				182,030

Assumptions:

RRFB's are solar powered and installed on PSST

No Grind and Inlay at the crossing

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear. (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

**CITY OF MADRAS -SRTS
MCTAGGART AND J STREET**

Estimate based on current project bid February 2020 inflated by 20% for work to be completed in 2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00
2	CONSTRUCTION SURVEY	1	LS	\$ 6,500.00	\$ 6,500.00
3	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$ 10,000.00	\$ 10,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (CONCRETE AND HMA)	1	LS	\$ 10,000.00	\$ 10,000.00
5	CLEARING AND GRUBBING	1	LS	\$ 12,000.00	\$ 12,000.00
6	REMOVAL AND REINSTALLATION OF EXISTING SIGNS	4	EA	\$ 1,000.00	\$ 4,000.00
9	STRIP REMOVAL	1	LS	\$ 6,500.00	\$ 6,500.00
11	RETAINING WALL ALLEN BLOCK	200	LF	\$ 200.00	\$ 40,000.00
12	GENERAL EXCAVATION	500	CY	\$ 35.00	\$ 17,500.00
13	8 INCH STORM SEWER PIPE	100	LF	\$ 90.00	\$ 9,000.00
14	CONCRETE INLETS, TYPE G2	2	EA	\$ 3,000.00	\$ 6,000.00
24	18 INCH CURB AND GUTTER INCLUDING AGGREGATE BASE (6 INCH REVEAL)	400	LF	\$ 32.00	\$ 12,800.00
25	RAISED CONCRETE ISLAND	50	SF	\$ 50.00	\$ 2,500.00
26	CONCRETE WALK INCLUDING AGGREGATE BASE 4 INCH THICK	6500	SF	\$ 12.00	\$ 78,000.00
28	ADA RAMPS	8	EA	\$ 2,500.00	\$ 20,000.00
29	AGGREGATE BASE, 10 INCHES THICK FOR CURBING	300	SY	\$ 24.00	\$ 7,200.00
30	LEVEL 2, 1/2 INCH ACP MIXTURE, PG 58-34 OIL (4 INCH THICKNESS)	300	SY	\$ 40.00	\$ 12,000.00
31	PAVEMENT PATCHING FOR CURBING	300	SY	\$ 40.00	\$ 12,000.00
33	LONGITUDINAL PAVEMENT MARKINGS - PAINT	2700	LF	\$ 1.50	\$ 4,050.00
34	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	6	EA	\$ 600.00	\$ 3,600.00
36	SIGNAGE	1	LS	\$ 12,000.00	\$ 12,000.00
37	STREET LIGHTING	4	EA	\$ 2,500.00	\$ 10,000.00
38	RAPID FLASHING BEACON	2	EA	\$ 25,000.00	\$ 50,000.00
39	LANDSCAPE AND IRRIGATION REPAIR, COMPLETE	1	LS	\$ 5,000.00	\$ 5,000.00
40	PAVEMENT BAR, TYPE B	280	SF	\$ 11.00	\$ 3,080.00
				SUBTOTAL	\$ 388,730.00

TOTAL BID \$ 388,730.00

Contingency 20% \$ 77,746.00

Power Fee for Lights \$ 15,000.00

Engineering 10% \$ 33,524.00

TOTAL \$ 515,000.00

City of Madras
2022 SRTS Project: Buff Elementary-J Street
and McTaggart - Crossing Enhancements and
Sidewalks

Buff Elementary

Advanced Warning
Signs

Crosswalk with
ADA ramps

Pines Subdivision

Sidewalk

Rapid Flashing
Beacon

Street Illumination
(typ)

Remove existing
right-in, right-out
barrier.

Crosswalk with
ADA Ramps

Advanced Warning
Signs

Strawberry Heights
Subdivision



Oregon Department of Transportation Safe Routes to School Construction Program: Signature Page

I represent and have signing authority for the (select one):

Applicant

Roadway Authority
(different than the
applicant)

Railway Authority

Richard Ladeby

(Name)

Mayor

(Title)

City of Madras

(Agency)

125 SW E Street, Madras, Oregon 97741

(Address)

541-475-2344

(Phone)

rladeby@ci.madras.or.us

(Email)

Project name and brief description:

Buff Elementary – J Street and McTaggart – Crossing Enhancements and Sidewalk” project provide pedestrian improvements to provide a safe route for children and pedestrians alike to travel to school. The proposed project will reconfigure the intersection of J Street and Strawberry Lane to remove the right-in, right-out porkchop and install a rapid flashing beacon with warning signs, crosswalk, and updated ADA facilities. The project will also design and construct sidewalks along McTaggart from the SW corner of J Street and McTaggart north approximately 900 feet to provide a safe route for pedestrians on the west side



Oregon Department of Transportation Safe Routes to School Construction Program: Signature Page

Signature

Date

CITY OF MADRAS
Request for Council Action

Date Submitted: July 18, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Michele Quinn, Public Works Office Coordinator
Through: Gus Burrell, City Administrator
Subject: **SEWER LINE CONNECTION FEE REDUCTION FOR ESTABLISHED HOMES**
Proposal to provide 50% reduction in sewer connection fees for established homes

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

Option 1: That Council authorize staff and the City Attorney to proceed in preparing the necessary documents to provide 50% reduction in sewer connection fees for established homes.

- Or -

Option 2: That Council instruct Staff to schedule a Council Work Session to further discuss sewer connection fees for established homes.

OVERVIEW & STAFF ANALYSIS:

Over the past several years, the Public Works Department has acquired several loans through the Department of Environmental Quality to construct public sewer main, including service stubs to properties in existing subdivisions not currently served with City sewer. The loans averaged \$1M and included \$500,000 or 50% principal forgiveness. Upon completion of the projects, the City would be required to pay back the remaining amount of the loans at an about a 1.41% to 0.96% interest over 30 years.

During the Bel Air sewer extension project, the City offered a 50% Systems Development Charge (SDC) reduction to residents if they hooked up to sewer within the first year of the sewer being installed. This approach worked well and most of the residents took advantage of the opportunity. Since this project, The City has installed sewer into Cleveland Street and a portion of Fairgrounds Road at the request of the residents there as they were experiencing failing septic systems. To date, none of the residents has hooked up to the sewer line in either location. Conversations with several of the residents regarding connecting has revealed that residents need to connect, but

cannot afford to pay the construction costs and the SDCs. We provided them with loan program information from NeighborImpact and Craft 3, both of which offer low-interest, long-term loans.

The City has additional sewer installation projects scheduled for both established neighborhoods and potential developments. As the city grows and we continue to annex properties we will have existing subdivisions in need of sewer service. The end goal for sewer extension projects is to provide established residents a needed service and to allow developers to continue to build. In order for the city to continue extending sewer into these areas, it is imperative that residents connect to the sewer, both from an environmental standpoint and a financial standpoint, as a portion of the revenue collected is used to repay our loans.

Currently, vacant developable lots receive SDC reductions through the incentives offered with the Housing Action Plan. Staff is proposing that Council authorize residents of established homes be provided a 50% forgiveness (that we receive from DEQ) to incentivize them to hook up to the sewer line. This reduction should help our residents connect to city sewer in a more affordable manner. In addition, Staff would like to propose an extended connection time to hook up to the sewer line to accommodate for residents whose septic systems are in good working condition.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green		x
City Recorder	Lysa Vattimo		x
Finance	Kristal Hughes	7/17/22	
Community Development	Nick Snead		x
Public Works	Jeff Hurd	7/18/22	
Police	Tanner Stanfill		x

B. Fiscal Impact:

- Allow the city to repay loans to DEQ

C. Funding Source:

- NA

D. Explanation of Impact:

- Provide opportunity for residents of established homes to receive similar discounts as those realized by developers.
- Reduce environmental impacts of failing septic systems at established residences where owners cannot afford to pay full SDCs in addition to construction costs.

E. Supporting Documentation:

- Craft 3 and NeighborImpact Brochures

RECOMMENDATION:

Option 1: That Council authorize staff and the City Attorney to proceed in preparing the necessary documents to provide 50% reduction in sewer connection fees for established homes.

- Or -

Option 2: That Council instruct Staff to schedule a Council Work Session to further discuss sewer connection fees for established homes.

A LOAN DESIGNED TO MEET YOUR NEEDS

ELIGIBILITY

If you live in Oregon, you're eligible to borrow up to the full cost of your septic repair or replacement. In addition, one or more of the following must apply:

- » Your septic system is at least 25 years old
- » Your system is failing
- » You've been contacted by local health officials
- » You are under orders to fix your system

DETAILS

- » No upfront costs required
- » Covers all eligible design, permitting and installation costs
- » Competitive interest rates with lower rates for lower-income borrowers
- » Deferred payment options may be available for lower-income borrowers
- » Includes a \$2,000 reserve to fund ongoing maintenance

SERVING INDIVIDUALS, PROTECTING COMMUNITIES

When failing septic systems were contaminating Willapa Bay, Washington and threatening the livelihood of oyster growers, we saw an opportunity to help. We launched our Clean Water program in 2003 to help homeowners finance septic repairs and ensure clean water for the entire community.



Craft3 is a non-bank nonprofit community lender. We help homeowners across Oregon and Washington finance energy upgrades, replace failing septic systems, build Accessory Dwelling Units (ADUs) and replace aging manufactured homes. We also lend to established nonprofits and growing and start-up businesses – including many that don't qualify for traditional loans. Craft3 Clean Water Loans are offered thanks to the support of many public and private funders and organizations, including the Department of Environmental Quality.

888-231-2170, ext. 125
www.Craft3.org/CleanWaterOre
CleanWater@Craft3.org

OREGON

Astoria | Bend | Klamath Falls | Portland

WASHINGTON

Port Angeles | Seattle | Spokane | Walla Walla



Craft3 is an equal opportunity lender, provider and employer. 10.01.2021



This program is made possible by funding from the Oregon legislature and is administered in cooperation with the Oregon Department of Environmental Quality.



CLEAN
WATER LOANS
**FINANCE YOUR
SEPTIC SYSTEM
REPAIR OR
REPLACEMENT**



HELPING HOMEOWNERS WITH UNEXPECTED SEPTIC SYSTEM REPAIRS

Septic system repairs are often urgent, unexpected and costly. They can even force homeowners out of their homes.

Craft3 offers Clean Water Loans to finance septic system repairs. Our loans cover all eligible permitting, design, and installation costs. In some cases, you can even finance connection to a nearby municipal sewer.

The Clean Water Loan is currently offered across Oregon. We have helped more than two thousand homeowners in Oregon and Washington repair or replace their septic systems, stay in their homes and keep local waters clean. We look forward to helping you.

Apply Now | Learn More
www.Craft3.org/CleanWaterOre

FINANCING YOUR SEPTIC SYSTEM REPAIR OR REPLACEMENT WITH CRAFT3

1. Apply online at www.Craft3.org/CleanWaterOre. Receive pre-approval in as few as three business days.
2. Work with your contractor¹ to design your system, receive permits and finalize project cost.
3. Sign your loan documents electronically.²
4. Begin your project! Make sure work is completed to your satisfaction.
5. Authorize final payment to your contractor once your project gets final approval from local officials.
6. Loan payments, if required, will be automatically withdrawn from your bank account.

¹ Your contractor must be approved by your area's health jurisdiction to conduct septic system replacement work. Contact it for a list of approved contractors.

² By request, document signing is also available via postal mail or in-person.

RATES & TERMS

Borrow up to the full cost of your septic repair or replacement, including all eligible design, permitting and installation costs. Lower rates are available for lower-income borrowers.

Annual Household Income	Interest Rate	Repayment	Examples
Up to \$35,000 and owner-occupied	2.49% (2.36% APR*)	Deferred payments** Interest-only payments*** Fully-amortized payments	Deferred payment option: \$24,000 loan amount, No monthly payments for 179 months, Balloon payment of \$34,144 due on the 180 th month based on 2.36% APR.
Up to \$55,000 and owner-occupied	4.49% (4.79% APR*)	Interest-only payments*** Fully-amortized payments	Interest-only payment option: \$24,000 loan amount, \$94 interest payment for 179 months, Balloon payment of \$24,889 due on 180 th month based on 4.79% APR.
Greater than \$55,000 - or - non-owner-occupied, secondary home	5.49% (5.99% APR*)	Fully-amortized payments	Fully-amortized repayment: \$24,000 loan amount, \$202 for 180 months at 5.99% APR.

*APR, Annual Percentage Rate based on example loan criteria.

**Deferred Payment option maximum loan amount is \$35,000 and maximum loan-to-value is 80 percent.

***Interest-only Payment option maximum loan amount is \$45,000 and maximum loan-to-value of 100 percent.

Loan availability, terms and conditions current as of 10.01.21 and are subject to change. Visit our website for latest terms and rates. Examples include financing of Craft3 \$795 loan fee. All loan applications are subject to credit, property and project approval. Maximum loan amount and Loan to Value apply and are subject to equity value and underwriting requirements for all programs. Loans are secured by a UCC-1A filing recorded with the county. Subordination may be available with lender approval, fees may apply. Principal balance and interest (if applicable) is due on sale, transfer, refinance or maturity.

Home / Home Preservation Loan Program

Looking to get assistance with home improvements?

[Home Preservation Loan Program](#)

The Housing Preservation Loan program provides low-interest loans to low- and moderate-income homeowners to repair their homes.

Types of eligible projects include:

- Health and safety improvements
- Septic replacement
- Sewer line connections
- Drain field repairs or installation
- Foundation repair/replacement
- Private water lines
- House structural repairs including: roof repair/replacement, foundation work
- Repair/replacement of substandard plumbing, electrical, siding, heating systems, hot water heaters, and other related activities
- Environmental hazard abatement, including asbestos removal, lead paint removal and mold/dry rot repair

Are you a contractor interested in helping your community by improving the quality of housing for those in need? [Find out more here.](#)

Household Eligibility Requirements

- Must own the land on which the home sits (not be rented land)
- Must be a owner-occupied house or manufactured home
- Must be a low- or moderate-income household
- Must reside in Crook, Deschutes or Jefferson counties, priority may be given to specific areas based on funding
- Must be current on property taxes

 [Donate](#)

- Subject to waitlist or additional eligibility requirements defined when application is made available

Loan Limits and Terms

- Maximum Loan: \$40,000
- Rate: 4% APR
- Assumptions: The loan is not assumable.
- Security: A promissory note and deed of trust will secure the loan.
- Loan to Value: Up to 100% combined loan to value (LTV)
- Fees: Vary, depending on funding source.
- Term: Deferred, or customized payment plans to fit your needs. Payment due in full when home is sold or refinanced or at 30 years maturity.

Interested?

[Click here](#) to complete the eligibility questionnaire



NeighborImpact

📞 541.548.2380

✉ Email Us

f Facebook

📷 Instagram

🎵 TikTok

📺 YouTube

📍 **Redmond Administrative Office**

2303 SW 1st Street
Redmond OR, 97756

🕒 **Hours**

Monday - Friday : 8:30 am - 4:30 pm

❤ Donate

CITY OF MADRAS
Request for Council Action

Date Submitted: July 18, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Steve Webb, Detective Sergeant
Through: Gus Burrell, City Administrator
Subject: **MOBILE DATA TERMINALS FOR POLICE VEHICLES**
Cooperative Procurement Pricing - Day Wireless

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the Council authorize the purchase of Mobile Data Terminals with Laptops for the Madras Police Department at a cost of \$60,695.57 with a 10% allowance for any unanticipated overages and authorize the City Administrator or his designee to sign the necessary agreement(s).

OVERVIEW:

Over 10 years ago, Mobile Data Terminals (MDT's), made their debut with Jefferson County Sheriff and the Madras PD. These units were installed in patrol vehicles and provided officers with the ability to see calls for service, complete checks on individuals for warrants or valid licenses, and gave them the ability to view photos of individuals (if available through DMV or the Jefferson County Jail). In about 2010, management made the decision to remove the MDTs from Madras PD vehicles. However, Jefferson County Sheriff has continued upgrading and using MDT's.

Currently, local law enforcement is dispatched by Frontier Dispatch out of Condon. In an attempt to streamline calls and communication, we are often dispatched by an event number. Because Madras PD Officers do not have MDT's, they need to use cell phones to access information regarding the event number which is a cumbersome process and slows down response times. Staff is requesting MDTs be installed in police vehicles per industry standard to provide officers a better use of resources and time.

The 2022-23 Budget Committee agreed that Madras PD could purchase Mobile Data Terminals (laptops) to be installed in patrol vehicles providing a direct link to the Frontier Regional Computer Aided Dispatch and funding was budgeted specifically for these items.

STAFF ANALYSIS:

MDT's will provide a more seamless information exchange between dispatch and officers, and allow law enforcement to look at real time information and documents without having to use an go-between person (the dispatcher). This includes, but is not limited to, officers being able to complete their own warrant and license checks, as well as check for potentially stolen items by running serial numbers and license plates.

MDT's will also allow officers to have access to reports, interviews and even photos while on scene which can be beneficial in conducting other interviews. In addition, officers can enter notes while on scene instead of being dependent on a dispatcher who may be processing multiple calls for service and dispatching officers in other jurisdictions.

MDT's also give officers more freedom of movement. Currently, when other agency detectives attend meetings, they use their MDT's to look up and review reports making it much easier to develop plans and courses of action for specific cases. This allows law enforcement to enter information, and complete reports almost anywhere (keeping officers more visible to the public).

Madras PD is eligible to procure these MDT's under the extensive bidding process implemented by the City of Salem in accordance with the provisions of ORS 279A.220 for Interstate Cooperative Procurements and Section 6.10 of the City of Salem Request for Proposal No. 223044 solicitation dated May 6, 2022 to which a contract was awarded to Day Wireless which states:

6.10 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies, Urban Renewal Agency of the City of Salem, Housing Authority of the City of Salem, and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the service agreement resulting from this RFP unless proposer expressly notes in their proposal that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful proposer; the City accepts no responsibility for performance by either the successful proposer or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.

Essentially, the City of Salem RFP and subsequent contract with Day Wireless provides that the City of Madras (a member of the Cooperative Purchasing Program) can piggy-back on their quote for pricing and labor without going out to bid. Additionally, since the quote for equipment is under the \$250k public notice requirement of ORS 279A.215(2)(a), Madras PD can move forward with the project expeditiously with Council's approval. Council should be aware that the Day Wireless quote expires August 1, 2022.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green		x
City Recorder	Lysa Vattimo		x
Finance	Kristal Hughes	7/18/22	
Community Development	Nick Snead		x
Public Works	Jeff Hurd		x
Police	Steve Webb	7/15/22	

B. Fiscal Impact:

- Cost \$60,697.50

C. Funding Source:

- 101-106-540-1404

D. Explanation of Impact:

- Budgeted for in 2022-23
- Will streamline functionality for Madras PD Officers, increase response times and improve communications between responding agencies.

E. Supporting Documentation:

- Quote from Day Wireless expiring August 1, 2022
- City of Salem RFP 223044

RECOMMENDATION:

That the Council authorize the purchase of Mobile Data Terminals with Laptops for the Madras Police Department at a cost of \$60,695.57 with a 10% allowance for any unanticipated overages and authorize the City Administrator or his designee to sign the necessary agreement(s).



Day Wireless Systems
 63710 Paramount Drive
 Bend OR 97701
 United States

Quotation# Q026915

Date 04/25/2022
 Terms NET 30-GOV
 Expires 08/01/2022
 Representative Todd Cox
 Direct Phone (541) 797-3085
 E-Mail tcx@daywireless.com
 Shop Phone (541) 330-8807
 Customer Contact Steve Webb
 Contact Phone
 Project Name Madras PD - Getac

Bill To
Madras, City of 125 SW E St Madras OR 97741-1346 United States

Ship To
Madras, City of 125 SW E St Madras OR 97741-1346 United States

Quantity	Description	Rate	Amount
11	GETAC : S410G4 Basic - i7-1165G7, Windows Hello Webcam, Win10 x64 + 16GB, 512GB PCIe SSD , SR (LCD + Touchscreen + Stylus), US KBD + US PC mbrn Backlit KBD, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT Pricing Using City of Salem Contract Madras PD - Getac PC's with all mobile components PC Mounting Solution and Antenna	3,035.76	33,393.36
11	2020 PI UTILITY PREM PASS SIDEMOUNT PCKG *price may change if different from 2020 - 2022 Ford PIU - *for accurate estimate we will need year, make and models for entire fleet.	551.96	6,071.56
11	Docking Station for Getac's S410 Notebook with Power Supply and Mounting Brackets, and Havis Screen Support Part # PKG-DS-GTC-617	979.15	10,770.65
11	SVS-Shark 3Add: Shark Antenna only	225.00	2,475.00
11	Shop Supplies	25.00	275.00
1	Shipping	450.00	450.00
11	2112 UPFITTING LABOR - Installation of computer stand, dock and antenna	760.00	8,360.00
11	Cost Savings for Purchase Both MDT and Body Cams	-100.00	-1,100.00



Quotation# Q026915

Page 2 of 2

Date 04/25/2022

Day Wireless Systems
63710 Paramount Drive
Bend OR 97701
United States

Table with 4 columns: Quantity, Description, Rate, Amount. Total amount: \$60,695.57

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE - TERMS SUBJECT TO CREDIT REVIEW
TAXES, SHIPPING CHARGES AND FEES ARE ESTIMATES AND WILL BE DETERMINED AT TIME OF SALE
THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY

* Please reference Quotation # on correspondence and purchase orders. Prices firm for 30 days unless otherwise stated *
* \$25 NSF Charge - 20% Restocking Fee - 1.5% Late Fee *



ADMINISTRATIVE SERVICES DEPARTMENT
 Contracts & Procurement Division
 555 Liberty St, SE / Room 330
 Salem, OR 97301-3513
 503-588-6136 (phone)
 503-588-6400 (fax)

SUPPLIER: DAY WIRELESS SYSTEMS INC
 4700 SE INTERNATIONAL WAY
 MILWAUKEE, OR 97222
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
518633	0	1
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
SHIP TO:		
1455 22nd St SE Salem, OR 97302 United States		
BILL TO:		
555 Liberty St SE Rm 230 Salem, OR 97301 United States		

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	ORDER DATE / BUYER	REVISED DATE / BUYER
	506885	21-JUN-22 J Bartels	
PAYMENT TERMS		SHIP VIA	F.O.B.
Net 30			FOB Destination
FREIGHT TERMS		REQUEST OR DELIVER TO	CONFIRM TO / TELEPHONE
Prepaid			

LINE #	DESCRIPTION	DELIVER DATE	QUANTITY	UNIT	UNIT PRICE	TOTAL
	All prices and amounts on this order are expressed in : US Dollar					
	Purchase Agreement					
	Effective From: 01-JUL-22 To: 30-JUN-23 Amount Agreed: 300,000.00					
1	VEHCILE UPFIT SERVICES, FY 22/23					
	ANNUAL REQUIREMENTS CONTRACT					
	FOR: VEHICILE UPFIT SERVICES, FY 22/23					
	IN ACCORDANCE WITH CITY OF SALEM AGREEMENT NO: 223044					
	TOTAL CONTRACT AWARD: \$300,000					
	This is a "blanket" purchase order for the City's fiscal year's requirements for this commodity/service. Orders and deliveries are to be provided upon request by the City's Contract Administrator by the issuance of a "Release".					
	Please refer to the contract terms and conditions for additional specific information.					
	AA: 6/07/2022					
TOTAL						300,000.00

DocuSigned by:

 0040A455B101428...
 AUTHORIZED SIGNATURE
 Shawna Self, CPPB
 Contracts and Procurement Manager

SERVICES AGREEMENT

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City")**

and

**DAY WIRELESS SYSTEMS,
("Provider")**

for

"Vehicle Upfit Services"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide vehicle upfit services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
- 1.2.1 The insurance required in this Article shall include the following coverages:
- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
- 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 As required by ORS 279B.235, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$300,000 / annually as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$300,000 / annually without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly

consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Pursuant to ORS 279A.200 to 279A.225, the parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and the Provider, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and the Provider to use this Agreement as a cooperative procurement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right,

ownership, or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.

- 4.3. **Provider Intellectual Property.** In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.4. **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.5. All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The City's Request for Proposals # 223044, together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated May 5, 2022.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 6.1.1 termination of this Agreement;
- 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 6.1.4 exercise of its right of setoff.
- 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:

- 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
- 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
- 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

7.1 Term

- 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from July 1, 2022 (the "Effective Date"), until June 30, 2023.
- 7.1.2 This Agreement may be extended for no more than four (4) additional one-year terms upon mutual written consent of the parties.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 30 days' written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 days prior written notice if the cause is not cured within that 14-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail,

return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

Enterprise Services, Fleet Services
Attn: Jim Schmidt
1455 22nd Street SE
Salem, OR 97301
Phone: (503) 588-6322
Email: jschmidt@cityofsalem.net

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Day Wireless Systems
Attn: Todd Cox
4700 SE International Way
Milwaukie, OR 97222
Phone: (503) 797-3085
Email: tcx@daywireless.com

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

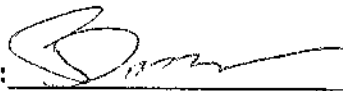
10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

DAY WIRELESS SYSTEMS

By: 
Kristin Retherford, Interim City Manager

By: 

Date: 6/16/22

Printed Name: Brent McGraw

Title: Executive Vice President

Date: 06/09/2022



FLEET SERVICES DIVISION

Vehicle Upfit Services

RFP NUMBER: 223044

CLOSING DATE: May 6, 2022 AT 4:00 PM (LOCAL TIME)

REQUEST FOR PROPOSALS (RFP) NUMBER: 223044

Fleet Services Division

Vehicle Upfit Services

INTRODUCTION

The City of Salem, hereinafter referred to as “City”, is seeking proposals from qualified Proposers to perform the vehicle and/or equipment upfit services specified in this RFP on an as needed basis.

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022**. Proposals will only be accepted electronically through Equity Hub’s Bid Locker.

Completed proposals must arrive electronically via Equity Hub’s Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Supported web browsers: Chrome, Firefox, Safari, and Vivaldi.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

Prospective proposers may obtain these solicitation documents by registering on the OregonBuys website and downloading them. Proposers shall consult the OregonBuys system regularly until closing date and time to avoid missing any notices. To register on OregonBuys go to <https://oregonbuys.gov>. The City shall advertise all Addenda on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. RFP documents will not be mailed to prospective proposers.

Any objections to or comments upon the RFP specifications must be submitted in writing to the office of the Contracts and Procurement Manager, by email sself@cityofsalem.net. They must be received no later than April 22, 2022 at 5:00 PM (local time).

Proposals received will be held confidential until a recommendation for award has been approved by the Department Director. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Records Office (<https://www.cityofsalem.net/Pages/public-records-request.aspx>).

The City will be the sole judge in determining award of Agreement and reserves the right to reject all Proposals.

Human Rights: It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. The City's complete Title VI Plan may be viewed at <https://www.cityofsalem.net/Pages/equity-and-accessibility.aspx>. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules, and regulations if awarded an agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

The City is an **Equal Employment Opportunity** employer.

Questions regarding the City's RFP process may be addressed to Shawna Self, CPPB, Contracts and Procurement Manager, who may be reached at (503) 588-6445 or by email at sself@cityofsalem.net during City business hours.

The City operates and maintains **Americans with Disabilities Act** compliant facilities. Reasonable accommodations are available upon request.

Shawna Self, CPPB, Manager
Contracts and Procurement

FIRST DATE OF SOLICITATION: April 11, 2022
REQUEST FOR PROPOSAL NUMBER: **223044**
REQUEST FOR PROPOSAL CLOSING: **May 6, 2022 at 4:00 pm (Local Time)**

RFP #223044
Fleet Services Division
VEHICLE UPFIT SERVICES

The City of Salem (“City”) is a municipal corporation serving a community with a population of approximately 168,000. It is the capital of the State of Oregon and the county seat of Marion County. The City has a Council-Manager form of government with an elected mayor and council. The City has approximately 1,200 employees and nine operating departments (listed below).

City Manager	Legal	Fire
Enterprise Services	Police	
Community Development	Public Works	
Urban Development	Finance	

SECTION 1: BACKGROUND

The Fleet Services Division maintains a fleet of over 1100 vehicles and equipment with fifty (50) to sixty (60) vehicles being replaced and in need of upfit each year. Vehicles are for City departments which include Police, Fire, Public Works, Community Development, Urban Development and Enterprise Services. Vehicles needing upfit services include, but are not limited to, Police patrol and K9 SUV’s, Fire ladder and pumper apparatus, Public Works utility, pickup, heavy duty trucks, and other department light duty vehicles.

SECTION 2: SCOPE OF REQUESTED SERVICES

Actual work may vary according to the type of vehicle and/or equipment required at the time that services are requested. It is anticipated that the work will include, but not necessarily be limited to:

Provision, installation and maintenance of any and all aftermarket equipment used in emergency services and general City vehicles, including maintenance and/or upgrading of current equipment. Services will include provision and installation of equipment including all wiring, fabrication and removal/reinstallation of interior and exterior vehicle parts as required.

Minimum Qualifications

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

2.1 Standard Vehicle Equipment, installation and setup specifications:

The following list of specifications and part installation requirements will be used as a Standard Vehicle (a 2022 Ford Interceptor Utility) for this proposal. Actual vehicles and part requirements may vary.

All emergency equipment listed shall be mounted and wired up to a wiring harness & modular fuse panel, all to terminate at Controller / Radio. Additional switches to run components not controlled by the main control unit shall be located as near as possible to

main controller within the Console. All hardware is to be installed with a securely mounted access service loop to ease future repair. Equipment shall be as stated or approved equal. Substitutions shall be submitted prior to April 22, 2022 at 5:00 PM, for approval by the City. The City may furnish new and/or used equipment salvaged from other City vehicles for re-installation. Equipment, setup and installation shall conform to the specifications as stated below.

2.2. Wiring and Mounting Hardware:

The appropriate mounting hardware and wiring are to be included in the fee proposal. The hardware and wiring shall be durable and waterproof or water resistant. All wiring must be abrasion and heat resistant. Wiring shall be GXL (Cross Linked Polyethylene Insulated) XLPE type. All wiring installed by the successful Proposer should be completely isolated and separate from the vehicle factory installed wiring. "Fuse taps" into the factory vehicle wiring are not permissible. No push on terminals of any type is to be used within the harness. Every item within the vehicle *must be individually* fused within the modular fuse panel and any fuses over 30 amps in value shall be a maxi-fuse. Wiring shall be T-Tapped to the ignition.

All wiring is to be colored coded and clearly marked at each end and at intervals (6"-8") to make it readily identifiable. Any wiring of the same color and size must be differentiated by continuous trace of a second contrasting color.

All fuse terminal connectors shall be crimped with a maxi fuse or ATO fuse connector. Wiring shall be cut to the appropriate length, allowing for servicing. No bundles or coils of extra wire will be allowed under the dash, carpet, or in the trunk. Wiring exposed to moisture must be positioned and stored so that no moisture enters equipment, component or vehicle interior.

All wiring shall run without interruption and without extension from the power source to the component it controls. No butt connectors or crimp caps shall be used in the harness.

The wiring for each component must be sized to handle a minimum of 125% of the specified current for the circuit's capacity.

The master ground is to be an 8-gauge wire connecting from the factory ground terminal at the battery, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star-type lock washers at the ground end.

Successful Proposer shall meet the above electrical specifications. Failure of the successful Proposer to meet the electrical specification will result contract termination.

The wiring harness/fuse panel shall be modular in design. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under-hood wiring, back flash, gunlock, MDC pre-wire, cell-phone, scanner, etc. For future anticipated electrical components to have a power supply, in the main fuse terminal it shall have at a minimum three (3) vacant fuse type positions labeled spare in the panel wired hot on common side to match other fuses.

The modular fuse/relay panel itself must be secured and have the relay, and Power Tamer contained within the panel if possible. No fuses shall be mounted in any other location within the vehicle. The Power Tamer shall be mounted beneath the panel so as to protect it from moisture. The main supply fuse for the headlight flasher shall be located in the modular fuse panel and NOT an inline fuse in the flasher itself. This panel and all electrical wiring contained can be replaced as a single unit. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the relay. All power wires from the modular fuse panel shall be connected to the backside of the relay, which is controlled by the Power Tamer. Seven (7) of the ATO fuses within the panel shall be hot all the time, with the remainder on the timed circuit. A minimum of four (4) Maxi fuses shall be wired into the modular fuse panel as well. All future use wiring in electrical harness shall be neatly contained within back of console body.

All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, unless specified by the City. A lid covering the modular fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

2.3. Siren Speaker:

Whelen SA315 siren speaker “or approved equal”. Install siren speaker behind the grill, wire to harness with labeled wire.

2.4. Headlight Flasher:

Soundoff ETHFSS-FV headlight flasher or approved equal. Install to manufacturer’s instructions. Mounted as listed in electrical specifications. Wired to modular fuse panel & Siren/PA/Light Controller. Must be Park killed on light level number 3.

2.5. Corner Lights:

SoundOff nForce (1) ENFRMS1B (1) ENFRMS1R for the front headlight using brackets for headlights. (2) SoundOff ELUC3H010B Blue LED’s in back up light housing if possible. (1) ETFBSSN-P Taillight Flasher w/programmable flash patterns.

2.6. City of Salem UHF Radio:

Provided by City Communications Division. Install supplied radio with radio re-broadcast function. The radio microphone is to be mounted on the left side of the computer monitor using a fixed microphone clip. External speaker mounted at the top of partition in the center. Installation shall be in accordance with manufacturer’s specifications. The sense line will be controlled through the Power Tamer “or approved equal” system and not through ignition source.

2.7. Radio and MDC Antenna- GPS/Cell/WIFI:

Antenna mounting location will be provided prior to vehicle builds. (1) Sharkee IN1907 which includes an UHF antenna. (1) Sharkee IN1909 which includes a scanner antenna. WIFI coax shall be terminated with a SMA Male-reverse polarity connector, and both shall be terminated at the MDC. PCS Cell cable shall be terminated with the appropriate type of connector as depicted by the type of modem installed. All manufacturer cable markings which are used to identify frequency bands shall be attached four (4) inches from the end where the device is connected.

2.8. Console:

Install Console per manufacturer's instructions. All equipment in the console must be mounted with service deployment loops, of no less than fourteen (14) inches console space. The console type must be low profile and will be approved after the award of the contract.

2.9. Floor Plate:

If required for console install a steel, no holes bored floor plate per manufacturer's instructions.

2.10. Mobile Display Computer (MDC):

As per the electrical specifications, any required power wires shall already be within the electrical harness, including power requirements for glove mounted modems and additional CPU components. Therefore, should the City change modem requirements in the future, no additional power wires will need to be installed. The City shall provide the MDC, monitor, and keyboard. They shall be installed in accordance with manufacturer's specifications including power control for remote devices such as in car video and LPR systems.

Detailed specifications will be provided by the City Communications Division.
See attached wiring diagram (Appendix C).

2.11. Ford SUV Push bumper and Pit bars:

Setina Push bumper **BK2044ITU20** and Pit Bars **FK0400ITU20**. On our push bumpers we also have female jump plug receivers installed.

2.12. MDC Modem:

Modem type will either be a Sierra Wireless or Cradle Point and will be installed in the glove box.

2.13. Computer Mount:

Gamer Johnson **7160-1346-01** On-Dash Mount w/extension arm, **7140-1037** Faceplate, and **7140-1034** Mission Control faceplate.

2.14. In Car Video System:

The system shall be furnished by the City with the Digital video recorder (DVR) installed in the console. The camera shall be mounted to the front windshield in accordance with manufacturer's specifications. Power for the camera system shall be controlled only by the MDC.

2.15. Cup-holder:

Will be an angled 2 piece mounted in the console. Two (2) cup type holder.

2.16. Arm Rest:

Mount armrest to backside of console.

2.17. Siren/PA/Light Controller:

(1) Whelen CenCom Sapphire **CCSRNT36** "or approved equal" light controller or

controller supplied by the City shall be utilized. Hook up horn ring, brake & back up light kill, park kill (*see below*), back lighting for controller. Wire all activation wires to controller. Wiring to allow for service loop of at least twelve (12) inches. Ground to master ground bolt in console, grounding to stud terminal on back of unit is not acceptable. Aux. switch to trigger rear mounted dome light, and gun release. The PA microphone shall be mounted to the right side of monitor using a fixed microphone clip.

2.18. Flashlights:

Install one (1) Pelican model # **8060** LED flashlight, power supply to charger via the wiring harness. Attach charger to driver's door or in-between rifle mounts, and wire into modular fuse panel. Ground to master ground bolt in console.

2.19. Park-Kill:

Whelen **WPKM 1** "or approved equal" shall be mounted next to rear light kill relays. WPKM to trigger additional SPDT relay to park kill headlight flasher. Appropriate circuit protection shall be applied. Siren kill activated when vehicle is placed in Park position.

2.20. Accessory Power Outlets:

Mount 2 or 3 Jotto **425-2273** in the console. Ground to master ground bolt in console.

2.21. Interior Dome Light:

Prisoner Dome Light (1) Soundoff **ECVDMLTAL00** to operate when triggered by button on lighting controller.

2.22. Partition:

A Setina 6XL **PK1138ITU20TM** recessed panel partition "or approved equal". Partition shall be set back as far as possible to allow maximum driver & passenger seat travel. Partition shall have a solid, clear screen between the driver and prisoner area.

2.23. Gun-Mount & Lock:

Install Setina **GK10271UXLHKSVS**CA. Actual rifle dimensions to be discussed prior to installation.

2.24. Prisoner Seat:

Install prisoner seat Setina **QK0566ITU20** with required seat belt installation kit-"or approved equal".

2.25. Rear Partition (Ford SUV):

Rear prisoner partition is included and mounted with the rear prisoner seat. Rear prisoner partition shall have a solid clear screen.

2.26. Rear Hatch LED's (Tahoe or Ford SUV):

(2) SoundOff Ghost **EMPS2STS4J** "or approved equal" LED's mounted flush on the inside lip of the rear hatch, wired to "level 1" of the siren controller. Installation must not interfere with the seal of the rear hatch.

- 2.27. Light Bar:**
SoundOff Mpower EMPLB002X1-033 55” light bar “or approved equal”. In some cases a light bar will be reused please use manufacturer approved strap kit. Remove and reinstall headliner. Install to roof of vehicle and run cables through plastic grommet and seal hole internally & externally. To mount center on “B” Pillar, with cable running inside driver side “B” Pillar, so that factory trim does not bulge out when replaced. Ground to master ground bolt in console.
- 2.28. Tahoe or Ford SUV Side Lights:**
(2) SoundOff nForce ENFSGS1J “or approved equal” red/blue warning light mounted in side rear window area. SoundOff Intersector light (1) ENT2B3B blue (1) ENT2B3R red mirror beams “or approved equal” for the side view mirrors.
- 2.29. Rear Traffic Advisor:**
SoundOff ENFTCDGS1208 traffic advisor “or approved equal” installed in back rear window, controlled through light bar controller. It should have one red and blue end with 6 inner amber pods.
- 2.30. Super Relay:**
Wire to modular fuse panel/wire harness, controlled by Power Tamer. Four (4) gauge main power to feed directly to battery terminal. By disconnecting this wire all aftermarket equipment shall be disconnected from factory electrical system.
- 2.31. Scanner speaker (If equipped):**
Mount to top of prisoner cage in the center next to radio speaker.
- 2.32. Disable/Enable:**
Disable rear door openers and windows if not done by factory already.
- 2.33. Brake & Backup Light Kill:**
Wired into the main controller at center console.
- 2.34. Window Bars and Door skins:**
Setina WK0595ITU20 Poly window barriers “or approved equal”. Install rear door prisoner containment window bars. Setina DK0100ITU20 TPO plastic door covers.
- 2.35. Power Tamer:**
Unit shall not be wired into electrical circuit in a manner that carries amp load requirements of emergency equipment through it. Proper install shall result in only timer control of solenoid.
- 2.36. Ford SUV Rear Cargo Storage area:**
Setina TK0230ITU20 Cargo drawer w/combo lock upper tray. Setina TPA9289 cargo system mount. (1) Soundoff ECVDMLTAL00 red/white dome light.
- 2.37. Graphics:**
Provide and Install graphics.

2.38. Warranty and Inventory requirements:

For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

Organization of the Proposal

Proposers must organize and present their proposal materials in the same order as presented below, and include page numbers. Proposals received without following this format, or received after the deadline and stated place of delivery, may be rejected as non-responsive.

3.1 Minimum Qualifications

Failure to meet these minimum qualifications will deem your proposal non-responsive.

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem. Facility must have the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall. Facility must be able to secure City vehicles in a building or fenced area while on Proposer premises.

3.2 Required Information

The proposal shall include, as a minimum, the following items:

A. Cover Letter

The cover letter shall include the following:

A cover letter indicating the Proposer's understanding of the services as specified in **Section 2, Scope of Services**. Signatory of this letter shall be authorized to contractually bind you to a contract with the City. Include your company name, address, phone number, and email address.

Describe your ability to transport vehicles to and from the City shops, located at 1455 22nd St SE, Salem Oregon, 97302.

B. Proposer Biography

Proposer shall include a biography of their company. The biography shall include information such as organizational structure, staffing levels, staff experience and

certification levels and shop production capabilities.

C. **References**

Provide four (4) references for which you are presently providing comparable services. Provide the name and telephone number of the person to contact as a reference.

D. **Proposer Facility**

Provide a completed facility description list and photos for your company. The list and photos shall include the business facility, indoor storage facility, outside storage facility, and any other facility used in providing services to the City. Include the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall.

Note: Proposer must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

E. **Fee Proposal**

Time and Cost for a “Standard Vehicle” Setup (A 2022 Ford Interceptor Utility Patrol Vehicle) using the criteria in Section 2: Scope of Requested Services. This criterion identifies the proposed number of hours required to install the listed equipment in a “standard vehicle” as well as rates associated with the labor. A “standard vehicle” shall, for the purposes of this RFP, be a 2022 Ford Interceptor Utility Patrol Vehicle. Actual Vehicles provided for installation may vary. The response shall include:

- Total number of labor hours to install equipment in a “standard vehicle”.
- Cost of equipment to be installed in the “standard vehicle”.
- Total number of labor hours to pick up/deliver vehicles.
- List of classifications and hourly rates for employees.
- Number of employees typically assigned, at one time, to a vehicle installation project.

Provide shop labor rate, breakout rates for fabrication, painting or other services offered.

Provide markup for installed materials.

Provide unit pricing for all equipment listed in Section 2: Scope of Requested Services.

SECTION 4 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Evaluation Criteria

Although cost of services is important, the City will not necessarily select the lowest cost proposal for the award. The City reserves the right to award a contract based on initial proposal submittals or, at the sole discretion of the City, to conduct interviews with any or all of the proposers. Any interviews shall be held for the purpose of clarity of proposals and will not be scored. However, the Proposal Selection Committee members may use the interview process as an opportunity to adjust their original proposal scores to reflect any additional understanding of proposals that they derived from the interviews. In addition to submitted proposal information, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, in determining consideration of contract award.

The City will not pay for any costs incurred by proposer in responding to this RFP to include costs to the proposer to conduct interviews and presentations.

The evaluation criteria to be used for this RFP are summarized below:

4.2 Evaluation Criteria

Proposals will be evaluated based on the criteria shown below:

- A. Cover Letter (**Pass/Fail**)
This information must be provided with your proposal. If it is not provided with your proposal, your proposal will be deemed non-responsive and not considered for further evaluation or contract award.
- B. Proposer Biography. **20 points out of 100 points may be awarded.**
- C. References and performance history for comparable services. **20 points out of 100 points may be awarded.**
- D. Proposer facilities provided to perform services. **20 points out of 100 points may be awarded.**
- E. Proposed Fee Schedule. **40 points out of 100 points may be awarded.**

Evaluation Criteria	Maximum Points
Cover letter	Pass/Fail
Proposer Biography	20
References and performance history	20
Proposer Facilities	20
Fee Proposal	40
Total Maximum Points Possible	100

4.2 Selection Process

A RFP Selection Committee will be appointed by the City to evaluate and rank all qualifying proposals received by the closing date. Interviews/oral presentations may be conducted with the top ranked proposers. Those proposers selected for interviews/oral presentations will be notified by the City. The City will negotiate a final agreement with the proposer with the combined highest ranking. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur.

The successful proposer will be required to complete an Agreement in the form of a Personal Services Agreement (sample included in Appendix A), which will incorporate this RFP and proposer's response as a part of the Agreement.

SECTION 5: INFORMATION AND INSTRUCTIONS TO PROPOSERS

This section contains administrative and procedural information and instructions for preparation and submittal of the proposal. *Note: This RFP process offers several opportunities for prospective proposers to submit formal protests. Filing a protest with the City requires submitting \$500.00 with the formal written protest. Prospective proposers and proposers wishing to submit objections to or comments on RFP specifications of a non-protest nature, must submit them in writing to the office of the Contracts & Procurement, by email sself@cityofsalem.net. They must be received no later than April 22, 2022, at 5:00 p.m. (local time). There is no fee for filing objections to or comments on RFP specifications of this non-protest nature.*

5.1 Anticipated Schedule (subject to change)

April 11, 2022..... Begin RFP Solicitation
April 22, 2022 at 5:00 PM (local time)..... Questions/Clarifications Due
May 6, 2022 at 4:00 PM (local time) RFP Closing Date
May/June 2022 Notice of Intent to Award Agreement
June 2022 Agreement Award (Anticipated Date)
July 1, 2022..... Notice to Proceed

5.2 Qualification Requirements

Each proposer shall respond to the proposal requirements as presented in **Section 3, Proposal Submittal Requirements**, of this RFP. Proposals received without the required information may be rejected as being non-responsive.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research.

5.3 Pre-Proposal Interpretation of RFP and Requested Changes

Technical questions relating to the requirement and scope of services of this RFP and/or the RFP process should be directed in writing to the Contracts and Procurement Manager, Contracts and Procurement, by email: sself@cityofsalem.net.

Any clarification or interpretation of the proposal documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification.

Any person who contemplates submitting a proposal in response to this RFP and who wishes to have the City consider a change in any part of this RFP shall submit to the Contracts and Procurement Manager of the City of Salem a written request for a change or substitution no later than 5:00 p.m. (local time), April 22, 2022. The request shall include the proposed change and the reason for the change. Protest against award based on the scope of services or other content of this RFP will not be considered after this time. Changes to this RFP document shall only be by written addenda.

A copy of any written clarification, interpretation and addendum will be posted on OregonBuys.

5.4 Protest of Solicitation Document and the Procurement Process

A prospective proposer may protest the procurement process or the solicitation document for an Agreement. A prospective proposer must deliver a written protest to the Contracts and Procurement Manager (email: sself@cityofsalem.net) no later than 5:00 p.m. (local time), April 22, 2022. The prospective proposers shall indicate the reasons for the disagreement through a written protest and shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.5 Execution of the Proposal

The proposal shall be executed in the name of the proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held.

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the proposal is made by a Limited Liability Company (LLC), it shall be executed in the name of the LLC followed by the signature of the authorized member(s) or manager(s) authorized to sign for the LLC and the printed or typewritten designation of the office held in the LLC.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

5.6 Submission of Proposal

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022.** Proposals will only be accepted electronically through Equity Hub's Bid Locker.

Completed proposals must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each

Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

5.7 Response Date

Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer(s). Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

5.8 Withdrawal of Proposal

Proposer(s) may withdraw their proposal, by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, delivered to the Contracts and Procurement Office by email at contracts@cityofsalem.net. To be effective, the withdrawal must be received prior to closing date and time. The proposer shall mark a written request to withdraw its proposal as follows: "Proposal Withdrawal - RFP #223044."

5.9 Notice to Proceed

The successful proposer(s) may be given ten (10) calendar days to execute the Agreement and return it to the City. Contractual work may not begin until the notice to proceed has been issued. The notice to proceed will be issued after execution of the Agreements by the City. The notice to proceed will authorize commencement of the work based on the Agreement.

5.10 Rights of City to Award or Reject Proposals

This RFP does not commit the City to award or enter into an Agreement. Under no circumstances will the City pay the costs incurred in the preparation of a response to this RFP. The City reserves the right to:

- Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- Negotiate with any proposer(s).
- Accept a proposal and subsequent offers for Agreement from other than the lowest cost proposed.
- Waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer(s).
- In determining the most responsive proposer, take into consideration any or all information supplied by the proposer in the proposal and the City's investigation into

the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated scope of services and when such action is deemed to be in the City's best interest.

- Negotiate a final scope and price with the selected proposer that may differ in some respects from this RFP.
- To seek clarifications of each proposal.
- If proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposal as may be required.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
- To negotiate a final Agreement that is in the best interest of the City.

5.11 Contract Administrator

The Contract Administrator is Jim Schmidt, Fleet & Facilities Manager. All questions relating to the RFP process should be directed in writing to Shawna Self, CPPB, Contracts and Procurement Manager, by email to: sself@cityofsalem.net.

5.12 Economy of Proposal Preparation

Proposals should be prepared simply and economically, by providing a straightforward, concise description of the proposer's capabilities related to specified elements units or services. Proposals should not include any information not specifically identified or specified as a required response.

5.13 Addenda

In the event that it becomes necessary to revise any part of this RFP, an addenda will be posted on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any addenda have been issued. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than five (5) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and **SHALL BE SUBMITTED** with the proposal. Proposals received without properly signed addenda may be considered non-responsive.

5.14 Protests of Addenda

A prospective proposer may submit a written protest to an addendum within forty-eight (48) hours by the close of the City's next business day after issuance of the addendum. The written protest shall (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) Identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. The City will not consider a protest to matters

not added or modified by the protested addendum. Delivered to the Contracts and Procurement Division, via email to contracts@cityofsalem.net.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.15 Acceptance of Proposal Content

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in an Agreement may result in cancellation of the award.

5.16 Public Records and Confidentiality of Proposal

This RFP and one copy of each original response received, together with copies of all documents pertaining to the selection of the successful proposer and execution of a copy of the executed agreement, shall be kept for the City by the Contracts and Procurement Office for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

Public Records. By submitting a proposal, the proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.513. The proposer is responsible for becoming familiar with and understanding the provisions of the Public Records Law.

Note: Under no circumstances will any proposal information be disclosed by the Contracts and Procurement Office prior to receiving a written recommendation to award from the Department Head.

5.17 Human Rights

It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. The City's complete Title VI Plan may be viewed at www.cityofsalem.net. Successful proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations if awarded an Agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. (See Appendix B.)

5.18 Discrimination in Subcontracting Prohibited

Proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

5.19 Notice of Intent to Award

All responsive and evaluated proposers to this RFP will be notified of the City's intent to award an Agreement not less than seven (7) days prior to award. The City will issue a notice of intent to award based on the results of its evaluation process. The notice of intent to award will be posted on OregonBuys only.

5.20 Protest of Intent to Award

A proposer may protest the award of the Agreement or the intent to award such Agreement, whichever occurs first, if the proposer claims to have been adversely affected or aggrieved by the selection of a proposer. A proposer submitting a protest must claim that the protesting proposer is the highest ranked proposer because the proposals of all higher ranked proposers failed to meet the requirements of this RFP or because the highest ranked proposers otherwise are not qualified to perform the services described in this RFP. The proposer must deliver the written protest to the Contracts and Procurement Division to contracts@cityofsalem.net, within seven (7) days after issuance of the notice of intent to award the Agreement or if no notice of intent to award is issued, within forty-eight (48) hours after award. A proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). The City Manager shall not consider a proposer's award protest submitted after the above timeline. **The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.**

5.21 Incurred Costs

Neither the City, nor its officers, agents, or employees are liable for any cost incurred by proposer(s) prior to issuance of an agreement, or purchase order. All prospective proposer(s) who respond to this RFP do so solely at the proposer's cost and expense.

5.22 No Warranty

All facts and opinion stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

5.23 Statement of Time

A period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays.

The word "day" as used in this RFP document, and any resulting Agreement awarded as a result of this process, shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a time period is identified by days, it is computed by excluding the first day and including the last day. When the last day falls on a Saturday, Sunday, or City's holiday, that time period shall extend to the next City business day.

5.24 Right to Audit

The successful proposer shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The successful proposer(s) shall retain these records for a period of five (5) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

5.25 Accept or Reject Proposals

The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

5.26 Additional Information

The City reserves the right to request additional information following their initial review of the proposal documents that the City deems reasonably necessary to evaluate, rank, and select the most qualified proposer(s). The City staff may conduct a review and verification of confidential information with staff and consultants.

5.27 Right to Modify Process

The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The Contracts and Procurement Office will take reasonable steps to ensure that any modification or clarification to this RFP are posted on OregonBuys.

5.28 Debarment of Proposer

The Contracts and Procurement Manager may debar prospective proposers from consideration for Agreements for a period of not more than three (3) years if:

1. The prospective proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract subcontract or in the performance of such contract or subcontract;
2. The prospective proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective proposer's responsibility as a contractor;
3. The prospective proposer has been convicted under state or federal antitrust statutes;

4. The prospective proposer has committed a violation of a contract provision that is regarded by the Contracts & Procurement Manager or the Construction Contractors Board to be so serious as to justify debarment. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment; or
5. The prospective proposer does not carry any insurance as required by applicable law.

The Contracts and Procurement Manager shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The proposer shall be given not less than fourteen (14) days to respond to the Contracts and Procurement Manager in writing. The Contracts and Procurement Manager shall issue a written decision that states the reason for the action taken and that informs the proposer of the proposer's appeal rights.

5.29 Proposals submitted by City Employees Prohibited

The City will not purchase any goods or services from City employees unless City Council expressly authorizes the purchase, or the purchase is necessary during a state of emergency and the City Manager approves the purchase.

SECTION 6: AGREEMENT TERMS AND REQUIREMENTS

6.1 Forfeiture of the Agreement

This Agreement may be canceled at the election of the City at any time for any willful failure or refusal by the successful proposer to perform according to the terms of an Agreement as herein provided.

6.2 Non-Assignment

If an Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of the City. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of the City.

6.3 Liability Insurance

Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees";
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Successful proposer shall immediately notify the City of any change in insurance coverage;
- Successful proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

6.4 Workers' Compensation Law

All subject employers working under an awarded Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Proof of compliance will be required prior to Agreement execution. (See Appendix A)

6.5 Laws of the State of Oregon

By submitting a proposal in response to this RFP, proposer(s) agree that, any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall

also include the following laws of the State of Oregon are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.230, and 279B.235.

Any Agreements awarded and/or purchase order issued as a result of this RFP shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

6.6 Successful Proposer's Compliance with Tax Laws

Successful proposer represents and warrants to the City that:

1. Successful proposer shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
2. If applicable, the successful proposer, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful proposer's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of successful proposer's warranty, as set forth in this Article, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

6.7 Agreement Term

The Agreement shall commence on July 1, 2022 and continue until June 30, 2023, and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the Agreement term.

6.8 Renewal

If the City determines that it is in the City's best interest, the City may elect to extend the Agreement for four (4) additional one (1) year periods at the end of each fiscal year, July 1 through June 30, subject to the following conditions:

- a. Approval by City and budget approval.
- b. Service has been determined, by the Contract Administrator, to be satisfactory.
- c. Price remains firm for the additional year; adjusted only for any escalation/ de-escalation allowed under the terms of the Agreement.
- d. Agreement to extend the Agreements, in writing, by the successful proposer after a minimum sixty (60) calendar days' notice by City prior to the expiration of the Agreement.

6.9 Termination for Lack of Appropriations

The City may terminate all or portions of the Agreement for lack of funds, if the successful proposer is notified by certified mail thirty (30) calendar days in advance.

6.10 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies, Urban Renewal Agency of the City of Salem, Housing Authority of the City of Salem, and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the service agreement resulting from this RFP unless proposer expressly notes in their proposal that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful proposer; the City accepts no responsibility for performance by either the successful proposer or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.

6.11 Escalation/ De-Escalation Agreement

Prices shall remain firm throughout the initial Agreement term except in the case of price decreases. Price decreases will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

Price increases will be considered at the time of Agreement renewal. Successful proposer(s) must submit a written request with documentation justifying any price increase at least ninety (90) days prior to Agreement renewal to the Contracts and Procurement Division. Proposed price increases shall not exceed the consumer price index for this region. Proposer is to provide all documentation for verification purposes.

The City shall have the option of accepting the price increase or allowing the Agreements to expire (non-renewal) and rebidding the contract. The City reserves the right to audit the records of the successful proposer when requesting price increases to the extent that such records relate to cost or pricing data.

6.12 Type of Agreement

This is a non-exclusive one-year annual Agreement; with renewal provisions (see Subsection 6.8) and escalation/de-escalation agreement (see Subsection 6.11).

6.13 Form of Procurement Agreement

Any Personal Services Agreement that is awarded as a result of this RFP will incorporate the RFP document, the successful proposer's written proposal, any required certificates, and all other documents incorporated by reference therein.

It is the City's intent to award Agreements in substantially the form of the Agreement attached as Appendix A. Proposer may submit an alternative Agreement for City's review. The City, at its sole determination, may approve the proposer's offered Agreement as is, require modifications, or reject the proposer's Agreement and require that the City's Agreement be executed for the purpose of this RFP.

A proposer may not condition its Proposal on execution of any Agreement it submits. Any such condition shall result in rejection of their Proposal.

Any additional Agreements shall contain the following provisions:

1. The following laws of the State of Oregon are hereby incorporated by reference into the agreement: ORS 279B.220, 279B.230, and 279B.235.
2. The Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
3. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity, or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations. Further, proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a

woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

4. Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of successful proposer's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Proposer shall immediately notify the City of any change in insurance coverage;
- Proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6.14 PAY EQUITY COMPLIANCE

As required by ORS 279B.235, successful proposer shall comply with ORS 652.220 and shall not discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, successful proposer must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Successful proposer's compliance with this section constitutes

a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

Successful proposer may not prohibit any of successful proposer's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Successful proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If selected for award and as applicable, proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167). The proposer upon completion of the curriculum and assessment understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the proposer employs 50 or more full time workers and submitted a proposal for a procurement with an estimated contract price that exceeds \$500,000.

See <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx> for training requirements.

6.15 PAYMENT TERMS

The City payment terms are Net 30 days. The City does not pre-pay for goods or services. Invoices shall be submitted to Finance Department, email: accountspayable@cityofsalem.net.

Appendix A: SERVICES AGREEMENT

AGREEMENT #Type Agreement #

SERVICES AGREEMENT

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City")**

and

**Type Company Name,
("Provider")**

for

"Type Title of Agreement"

1. PROVIDER'S OBLIGATIONS

1.1 Provide Type Description of Services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 As required by ORS 279B.235, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$Type Agreement Amount as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$Type Agreement Amount without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue

transferred, as appropriate, so as to effectuate this choice of venue.

- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Pursuant to ORS 279A.200 to 279A.225, the parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and the Provider, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and the Provider to use this Agreement as a cooperative procurement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right, ownership, or title in any copyright, patent, trademark, proprietary or any other protected

intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.

- 4.3. **Provider Intellectual Property.** In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.4 **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The City's Request for Proposals # RFP No., together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated Proposal Date.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed

to deliver within any scheduled completion dates or has performed inadequately or defectively;

6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

6.1.4 exercise of its right of setoff.

6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:

6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and

6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.

6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

7.1 Term

7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), until End of First Year.

7.1.2 This Agreement may be extended for no more than four (4) additional one-year terms upon mutual written consent of the parties.

7.2 Termination

7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

7.2.2 The City may, upon not less than 30 days' written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 days prior written notice if the cause is not cured within that 14-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

City Department
Attn: Contract Administrator
Address
Salem, OR 97301
Phone: (503) phone number
Email: Email Address

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Providers Company Name
Attn: Providers Project Manager
Address
City, State, Zip
Phone: phone number
Email: Email address

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider’s failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider’s warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

PROVIDER NAME

By: _____
 Kristin Retherford, Interim City Manager

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix B: CITY OF SALEM EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

City of Salem Equal Opportunity Policy For Contractors

1. Non-Discrimination Policy, General.

It is the policy of the City of Salem to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap in respect to employment, housing, and public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the following more specific obligations, terms and conditions shall apply.

2. Discrimination Because of Religious Belief.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodations cannot be made without undue hardship to the employer.

3. Discrimination Because of Sex.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decisions is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to housing and to public services, facilities and accommodations, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on the basis of sex where:

- (a) Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- (b) The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. Discrimination Because of Disability.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without hardship to the employer.

With respect to housing and to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- (a) Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- (b) A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- (c) The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular disability in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs of persons so disabled.

5. Discrimination Because of Age.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- (a) Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- (b) The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to housing and to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- (a) The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such person; or
- (b) The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. Definitions.

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- (a) Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- (b) "Disability" and "handicap" are intended to be synonymous.

- (c) The Contractor is entitled to advisory options as to the specific application of this policy from the designated representative of the City's Director of Community Development. The Contractor is entitled to rely on such advice only to the extent of the completeness and accuracy of the facts presented by the Contractor who is requesting such advice. The City expressly disclaims any responsibility for the Contractor's reliance on advice which later proves erroneous or inapplicable because of facts not known to the City's representative who gave the advice.
- (d) The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. Advertising and Promotional Material.

- (a) In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

(Name of Contractor) is an equal opportunity employer, and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, sex, age, handicap, religion, ethnic background, or national origin.

EXCEPTION: In "Classified" advertising the Contractor need only include the statement "an equal opportunity employer."

- (b) In all advertising, postings, and promotional material relating to housing, and to programs and services funded in whole or in part under a contract with the City of Salem, the Contractor shall include the following statement:

This (housing, program, or service as applicable) is open to all persons without regard to race, sex, age, handicap, religion, ethnic background or national origin. For further information about this equal opportunity policy, contact (name of Contractor's representative) at (phone number).

8. Retaliation.

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Salem, or any state or federal court or agency.

9. Grievance Procedure.

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Salem where it conducts any operations. Likewise the Contractor shall fully cooperate with designated representatives of the City of Salem, and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. Violations.

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Salem contracts, or both.

11. Contracts Directly Funded by Federal or State Agencies.

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of “affirmative action” to insure equal opportunity, and specific standards and reporting requirements to be met. “Affirmative action”, in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this Policy, the Invitation to Bidders or Request for Proposals will state, “This project is funded in whole or in part through (name of agency). Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bid.”

NOTICE:

YOUR RIGHTS TO HAVE DISCRIMINATION COMPLAINTS HEARD

This organization receives funding or contract payments from the City of Salem. Some or all of those funds may originate with one or more federal or state agency. Organizations receiving grants or contracts from the City of Salem are obligated to accord equal opportunity in employment, and in access to programs and services without regard to a person’s race, sex, age, religion, handicap, ethnic background, or national origin.

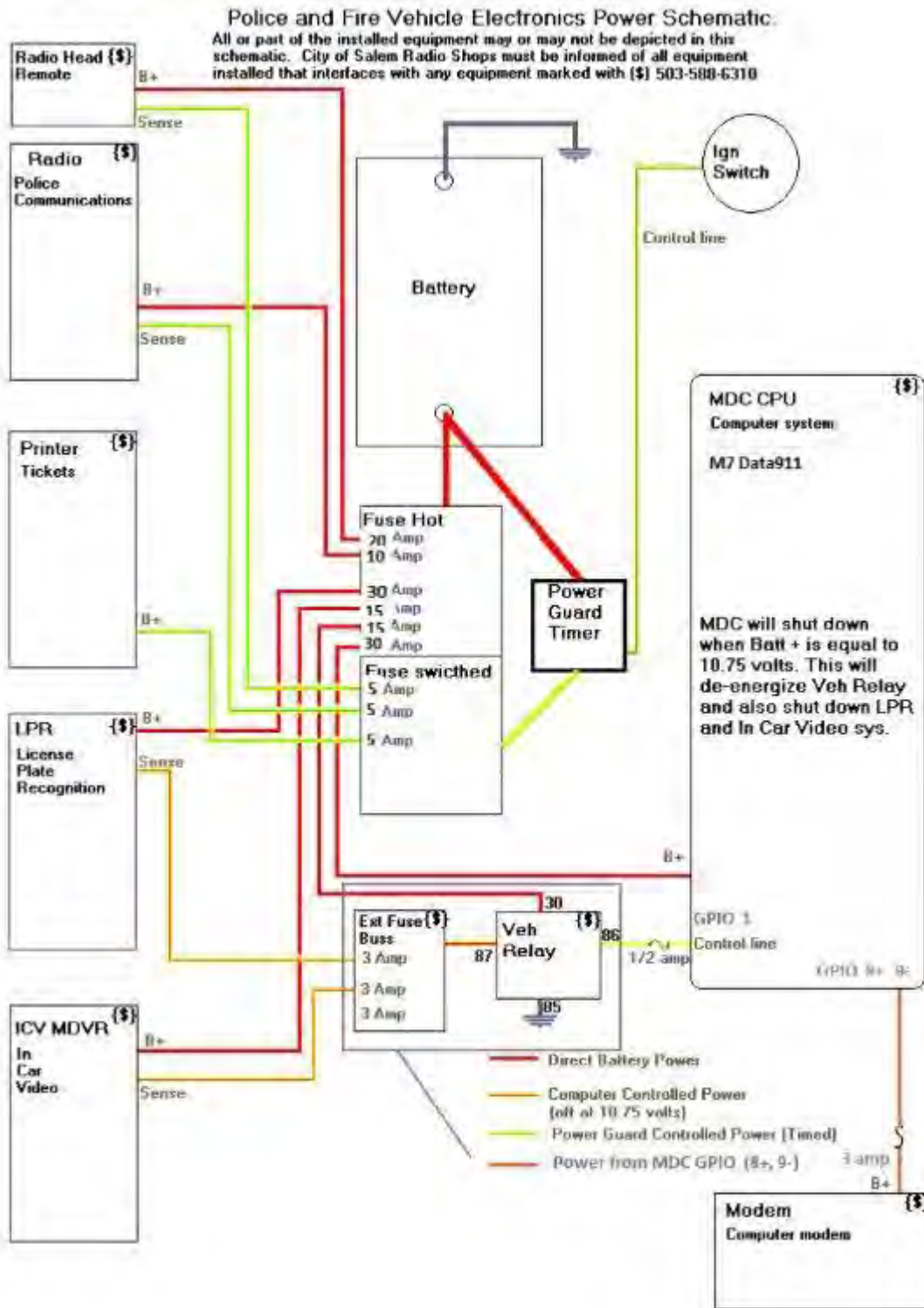
If you believe that this organization has discriminated against you in violation of that obligation, you have a right to complain without fear of retaliation. The City of Salem has a process for investigating and acting on your complaint. In addition, there may be federal or state courts or agencies who have a process for responding to your complaint.

The duty not to discriminate is clear, but the various agencies who have discrimination complaint procedures each have special rules.

To assist you in the filing of a complaint with the proper agency, you should contact the City of Salem Human Rights and Relations Commission Staff at (503) 588-6261, or visit or write to:

City of Salem Human Rights & Relations Advisory Commission Staff,
Room 300, City Hall
555 Liberty Street SE
Salem, Oregon 97301-3503

Appendix C: Police and Fire Vehicle Electronics Power Schematic





VEHICLE UPFIT SERVICES

PROPOSAL FOR:

CITY OF SALEM

May 5, 2022

Presented by:

Todd Cox
Business Development Manager

Day Wireless Systems
4700 SE International Way
Milwaukie, OR 97222

(503) 797-3085
tcox@daywireless.com



a DBA of Day Management Corporation
www.daywireless.com



May 5, 2022

City of Salem
Shawna Self
Manager Contracts and Procurement
635 Capitol Street NE Suite 350
Salem, OR 97301

Dear Shawna Self:

Day Wireless Systems is pleased to offer the following proposal to City of Salem in response to your Request for Proposals for Vehicle Upfit Services.

As the current contract holder with the City of Salem for Police Vehicles, we look forward to continuing the relationship we have built since Day Wireless began upfitting in 2012. Our Salem Service Center is ready to handle the provision, maintenance, and installation of all aftermarket equipment necessary for the City's general and emergency services vehicles including wiring, fabrication and removal/reinstall of all vehicle parts.

Day Wireless is uniquely positioned to provide the City of Salem with free vehicle pick-up and delivery of vehicles by licensed staff. Our Salem service center is located just off 22nd St SE, less than half a mile from the City of Salem Shop, which will allow us to respond quickly and efficiently to the City's needs.

Day Wireless Systems is willing to enter into a contract with the City based on the terms and conditions contained in the City's Services Agreement, Appendix A, and takes no exceptions to the contract.

Todd Cox is authorized to represent Day Wireless in any negotiations and is available by email, tcox@daywireless.com, or phone, (503) 797-3085. I am legally authorized to sign any contract that may result from this bid. For contracting concerns, please email contracts@daywireless.com or call (503) 659-1240. Our fax number is (503) 794-3777.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mackenzie Day", with a long, sweeping flourish extending to the right.

Mackenzie Day
Chief Operating Officer
Day Wireless Systems

B. BIOGRAPHY

PROFILE OF FIRM



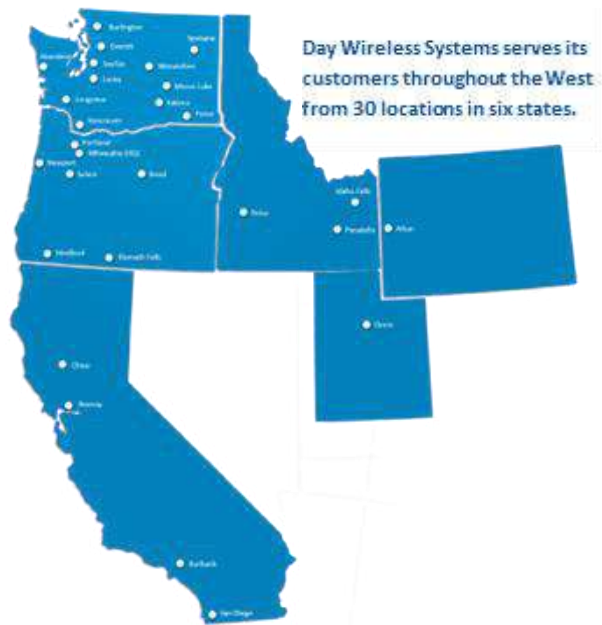
Day Wireless Systems, a DBA of Day Management Corporation, is a premier provider of wireless solutions for voice, data, video and upfitting services. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.

Founded in 1969, the company is based in the Portland, Oregon, area and now operates from 30 locations in six Western States. We have more than 400

employees including nearly 300 technical staff made up of engineers, senior technicians, and skilled installers. Day Wireless is committed to employee self-improvement and provides training opportunities to help our staff earn certifications and advance within our company structure. The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a provider of telephone, cable, and Internet services with operations in Oregon and Nevada.

Day Wireless Systems is one of the largest wireless service organizations in the country and a major provider of the leading brands in wireless system applications. We are one of the largest wireless integrators in the Western United States.

In addition, Day Wireless Systems is a premium vehicle upfitting provider, working with customers in Washington, Oregon, California, and Idaho to provide custom-tailored solutions for your emergency and commercial vehicle builds. Our standardized installation processes and experienced staff ensure that your projects are completed on time, looking great, and at a competitive price. We upfit all types of vehicles for law enforcement, fire, and public works. Including standard patrol vehicles, command vehicles, K-9 transport, communication trailers, surveillance, work trucks, fire units and specialty tactical vehicles.



KEY PERSONNEL RESPONSIBILITIES AND EXPERIENCE

Our Salem shop vehicle upfitting specialists have a wealth of experience to provide the sales, upfitting, and maintenance work needed by the City of Salem. Listed below are our lead personnel that oversee our Salem - Day Wireless Upfitting operation.

TODD COX- UPFITTING BUSINESS DEVELOPMENT MANAGER

Todd's role with at Day Wireless is to be the first point of contact for all customer needs related to vehicle upfitting. Todd is responsible for presenting new technologies, contract compliance, quality control, and most importantly-customer satisfaction.

Todd began his career in the construction industry as an estimator for a guard rail contractor. Soon after, he transitioned into a sales role working for his family's lumber brokerage firm. He spent four years as a Consumer Sales Representative for Bend Broadband, the local cable, telephone, and internet provider. Todd joined Day Wireless as a Field Service Manager for the Bend branch location where he oversaw scheduling, annual revenue goals, project management and sales, and now focuses on Business Development.

Expertise

- Procurement and Business Development
- Public Safety Radio Communications
- Government Compliance
- Radio and Microwave Frequencies
- Grant Funding Applications

Awards, Affiliations, and Certificates

- ETA Certified Service Manager

Education

- Bachelor of Science in Economics –University of Houston

JAMES MONTGOMERY-SERVICE MANAGER

James' role at Day Wireless is client communication and onsite project supervision.

James joined Day Wireless in 2018 as the Salem Shop Service Manager, bringing with him over 30 years of experience in field service management, team building, quality control, and process improvement. James helped with the completion of the construction phase of our Salem shop, growing from about 7,000 square feet to almost 15,000 square feet, while continuing to meet customer needs. Prior to joining Day Wireless, James ran several large field service organizations in Oregon, Washington, Michigan, and most recently in Nevada.

Expertise

- Field Service
- Wireless/VSAT Technology
- Project Management
- Conflict Resolution
- Customer Service

Awards, Affiliations, Certificates

- ETA Certified Service Manager

Education

- Associate of Applied Science in Electronics –ITT Technical Institute
- Bachelor of Science in Business Administration –University of Phoenix

TOBY PADILLA- MOBILE UPFITTING SHOP FOREMAN

Toby's role at Day Wireless is quality control, ensuring all vehicles that go out of the shop meet customer expectations. Toby also acts as a supervisor to the upfitting technical staff and plays a large role in project management and scheduling.

Toby started in the 12-volt industry in 1998, working primarily in car audio. Over the next six years he worked and learned under some of the best installers in the country and has developed an in-depth knowledge of vehicle electronics. Since he moved to the mobile upfitting industry in 2004, he has worked with public safety agencies in Oregon, Washington, California, and Arizona. He worked with Fire, Police, D.O.T., Federal protection, Security and Amber agencies.

While continuing his work with wood and fiberglass he also developed a love for metal fabrication. Over the years he has designed and fabricated many prisoner containment devices, warning racks, customer boxes, consoles, and projects for SWAT. In 2012 Toby joined Day Wireless as Lead Technician and designs the majority of brackets, consoles, fuse panels, window barriers, and other products used in Day Wireless' vehicle upfitting services.

Expertise

- Mobile and 12 Volt Electronics Installation and Maintenance
- Fabrication
- Project Management

Awards, Affiliations, and Certificates

- Icop Vision 20-20
- Panasonic Arbitrator
- Soundoff's Blueprint

RICK MEISE- MOBILE UPFITTING SPECIALIST LEAD

Rick's role at Day Wireless is to provide oversight of each build and ensure installations are completed to the highest standard. Rick will also be in charge of training new technical staff.

Rick has over 15 years of upfitting police vehicles and well over 20 years in general vehicle electronics. Rick is one of our lead specialists, and because of his high attention to detail, he is also responsible for final QA testing on completed vehicles.

Expertise

- Police Vehicle Upfitting
- Vehicle Electronics

Awards, Affiliations, and Certificates

- Emergency Vehicle Technician
- ETA Mobile Upfitting Certification
- Law Enforcement Vehicle Installation

AARON GLASS- MOBILE UPFITTING SPECIALIST

Aaron's role at Day Wireless is equipment installation and technical trainer to the junior installers.

Aaron joined Day Wireless Systems in 2016 and has quickly become a valued member of the upfitting team. He takes great pride in his work and is always looking to improve the quality and efficiency of the jobs he works on. Before he joined Day Wireless, Aaron worked as a delivery driver. He continues to maintain his Class A CDL, which allows him to assist with moving customer vehicles.

Expertise

- Logistics and Planning
- Safety Practices
- Vehicle Upfitting and Customization
- AC & DC Electrical Application

Awards, Affiliations, and Certificates

- Class A CDL
- Forklift
- WatchGuard Certified
- CPR/First Aid and Safety

KIM BUTLER- BUSINESS DEVELOPMENT SUPPORT REPRESENTATIVE

Kim's role at Day Wireless is to assist the Service Manager and Project Manager with scheduling, client communication, and equipment procurement tasks.

Kim joined Day Wireless in Oct 2017 as the Office Administrator where she handled purchasing, invoicing, and inventory management for the Salem shop. In her current role as Business Development Support Representative, she specializes in supporting vehicle upfitting projects. Kim started her career at the Stateman Journal, spending 16 years in various roles including Customer Service Representative, Circulation Systems Manager, and Customer Service Manager. She also spent several years at Highland Laboratories in Mt. Angel as a Sales Support Representative.

Expertise

- Purchasing
- Accounts Payable & Receivable
- Inventory Management

Awards, Affiliations, and Certificates

- ETA Certified Customer Service Specialist

C. REFERENCES

We invite the City to reach out to our references listed below for additional information and their experience partnering with Day Wireless Systems

Darryl Wrisley
dwriskey@ci.oswego.or.us
City of Lake Oswego Police Department
 380 A Avenue
 Lake Oswego, OR 97034
 (503) 635-0234

Jacob Cook
cookjg@jacksoncounty.org
Jackson County Sheriff's Department
 5179 Crater Lake Hwy
 Central Point, OR 97502
 (541) 774-6800

Garret Vanderzanden
Garret.vanderzanden@multco.us
Multnomah County Sheriff's Department (Fleet Services)
 501 SE Hawthorne Blvd Suite 350
 Portland, OR 97214
 (503) 988-3424

John MacIntosh
john_macintosh@co.washington.or.us
Washington County Sheriff's Department (Fleet Services)
 1400 SW Walnut Street MS 50
 Hillsboro, OR 97123
 (503) 846-7702

CITY OF LAKE OSWEGO

Day Wireless has had a long-time relationship with Lake Oswego PD building law enforcement vehicles, providing support for all things related to public safety transportation and communications. Lake Oswego recently required a fleet upgrade to their antiquated in-car video system and called upon Day Wireless to manage and perform the entire fleet system upgrade. Lake Oswego has been one of many satisfied customers over the years and we continue to maintain the relationship with our exceptional quality of work. Lake Oswego remains on the cutting edge implementing modern technology into their fleet and continues to call upon the Day Wireless team for support.

MULTNOMAH COUNTY SHERIFF'S OFFICE

For the Multnomah County Sheriff's Office, we offer bumper-to-bumper outfitting for all law enforcement vehicles. This includes installing all aftermarket equipment necessary for them to deploy tactically, including: console, front/ rear partition, prisoner seat, K9 systems, cargo area vaults, weapons mounts, PC mount/ dock, exterior lighting package, tint, push bumper/ PIT bars, ballistic door panels, modems, GPS, mobile radios, portable radio chargers, flashlights, and lighting/ siren controllers.

WASHINGTON COUNTY

We perform upfitting services for as many as 30 Washington County Sheriff's Office vehicles per year. Washington County provides very strict install instructions that our team is expected to follow with precision. The Day Wireless upfitting team works very closely with Washington County to coordinate equipment drop ship dates, vehicle transport, and installation scheduling.

JACKSON COUNTY

We currently have an ongoing contract with Jackson County to build ten to 20 police vehicles per year. Jackson County's vehicle fleet is one of the most state-of-the-art fleets in the state, utilizing cutting edge technology such as license plate readers, onboard camera systems, vehicular repeater systems, and BluePrint Sync light controller.

D. FACILITY



Customers throughout the Salem Metro area, Northern Willamette Valley, and Coastal Communities from Lincoln County to Coos County are supported by our area service center.

Our Salem shop is home to our manufacturing facilities where team members regularly design specialized consoles, faceplates, light brackets, trunk organizers and other items used to tailor government and public service vehicles to their specialized uses. We are staffed and able to provide full vehicle set-ups, from new vehicle to fully-kitted patrol car.



Day Wireless Vehicle Upfit Facility in Salem, OR

Our 6,000 square foot indoor upfitting facility has five 14 foot roll-up doors and three 60 foot long bays allowing for large 45 foot fire apparatus to be worked on and maneuvered indoors. Our fenced 0.84-acre outdoor lot can handle up to 75 vehicles of all sizes for staging, if necessary. Our large lot provides us with enough space to maneuver all types of vehicles ranging from 45 foot Fire Ladder trucks to large construction equipment. Our facility is also monitored by a newly installed state of the art Avigilon camera system. Security for customer vehicles is provided by an eight-foot chain-link fence with razor wire and 24/7 central station monitoring. Our Salem location is also home to our in-house fabrication room, capable of cutting, welding, and bending up to 16g steel. With over 60 vehicle upfitting technicians assigned to the Oregon area, we have one of the largest pools of trained specialists available to meet the needs of the City of Salem.





We have experience with wood, fiberglass and plastic construction, and our facility and team also regularly install and design various wiring solutions including: AC/DC, UHF, VHF, WLAN, Cellular, and networking. We are trained and equipped to perform upfitting and wiring work on Salem vehicles in full compliance with the practices outlined in RFP #223044.



E. FEE PROPOSAL

- Total number of hours for “Standard Vehicle Build”
 - (40) total man hours to complete the “Standard Vehicle Build”
- Cost of Equipment for “Standard Vehicle Build”
 - \$14,751.33 total equipment cost for the “Standard Vehicle Build”
- Total number of labor hours to pick up/drop off vehicle
 - (0) man hours to drop off and pick up vehicles from the City shops
- Classifications and hourly rates for each employee –
 - Shop Manager - \$80/hour
 - Project Manager - \$80/hour
 - Mobile Upfitting Shop Foreman - \$80/hour
 - Mobile Upfitting Specialist Lead - \$80/hour
 - Mobile Upfitting Specialist - \$80/hour
 - Mobile Upfitting Junior Installer/technician - \$80/hour
- Number of employees typically assigned to each vehicle
 - Three to ten employees assigned to each build at one time.

Shop labor rates for fabrication and other services Day Wireless provides:

Other Services	Rate
1. Journeyman, per hour regular time (Radio Technician)	\$160.00
2. Apprentice/trainee, per hour (Radio Technician)	\$140.00
3. Travel	\$140.00
4. Journeyman, per hour -After hours and Holidays (Radio Technician)	\$240.00
5. Apprentice/Training per hour- After hours and Holidays (Radio Technician)	\$210.00
6. Travel	\$210.00
7. Electrical Journeyman	\$140.00
8. Electrical Apprentice	\$80.00
9. Senior Technician	\$130.00
10. System Technician	\$150.00
11. IT Technician	\$150.00
12. NG911 Technician	\$150.00
13. Senior Upfit Technician	\$80.00
14. Upfit Technician	\$80.00
15. Materials	10-30% off MSRP
16. Das Services and Consultation	\$150.00
17. Electrical Journeyman- After Hours and Holidays	\$210.00

18. Electrical Apprentice- After Hours and Holidays	\$120.00
19. Senior Technician-After Hours and Holidays	\$195.00
20. System Technician -After Hours and Holidays	\$225.00
21. IT Technician- After Hours and Holidays	\$225.00
22. NG911 Technician- After Hours and Holidays	\$225.00
23. Senior Upfit Technician – After Hours and Holidays	\$120.00
24. Upfit Technician- After Hours and Holidays	\$120.00
25. Materials	10-30% off MSRP
26. DAS Services and Consultation - After Hours and Holidays	\$225.00

Equipment Markup

- All installed upfitting materials mark-up ranges from 5% - 30%

Unit pricing for all equipment listed in Section 2: Scope of Requested Services:

Qty	Item Description	Cost
1	2.1 - Standard Vehicle Equipment, Installation and Setup - all equipment is to be installed to City of Salem required specification. City may furnish new and/or used equipment salvaged from City vehicles for re-installation.	\$ -
1	2.2 - Wiring and Mounting Hardware - misc. equipment and shop supplies	\$ 187.50
1	2.3 - Whelen (SA315) or Equivalent Siren Speaker	\$ 122.50
1	2.4 - SoundOff (ETHFSS-FV)Headlight Flasher *part no longer needed in the 2022 Ford Explorer	\$ 42.02
1	2.5 - SoundOff Front Headlight Housing Blue LED (ENFRMS1B) *no longer needed in the 2022 PIU	\$ 59.85
1	2.5 - SoundOff Front Headlight Housing Red LED (ENFRMS1R) *no longer needed in the 2022 PIU	\$ 59.85
2	2.5 - SoundOff Reverse Light Housing Insert Blue (ELUC3H010B)	\$ 147.00
1	2.5 - SoundOff Rear Tail Light Flasher (ETFBSN-P)	\$ 40.38
1	2.7 - Sharkee Antenna (IN1909)	\$ 200.02
1	2.7 - Sharkee Antenna (IN1907)	\$ 195.48
1	2.8 - Salem PD Console - 14" Console Space	\$ 510.27
1	2.9 - Floor Plate - *Not Needed	\$ -
1	2.10 - Mobile Data Computer (MDC) Customer provided MDC and MDC Dock, install necessary equipment power supplies if the city decides to change modems	\$ -
1	2.11 - PB450L Push Bumper (BK2044ITU20)	\$ 898.75
1	2.11 - PB5 PB400 Fender Wraps (FK0400ITU20)	\$ 438.72
1	2.12 - MDC Modem - Sierra Wireless MP70	\$ 896.07
1	2.13 - Close to Dash Mount with Extension Arm (Gamber Johnson 7160-1346-01)	\$ 301.25
1	2.13 - Whelen Cencom Saphire 2pc Face Plate (7140-1037)	\$ 26.40
1	2.13 - APX Radio Face Plate (7140-1034)	\$ 29.82
1	2.15 - Cup Holder in Console	\$ 48.13

1	2.16 - Arm Rest - Mount to Backside of Console	\$ 24.38
1	2.17 - Whelen Cencom Saphire Siren System (CCSRNT36)	\$ 992.67
1	2.18 - Pelican Flashlight (8060)	\$ 171.85
1	2.19 - Park Kill Module (WPKM1)	\$ 44.67
2	2.20 - 12V Power Supply Light Adapter (425-2273)	\$ 16.98
1	2.21 - Interior Dome Light (ECVDMLTAL00)	\$ 54.15
1	2.22 - 6XL Poly Partition, Tall Man (PK1138ITU20TM)	\$ 629.22
1	2.23 - Gun Lock and Mount (GK10271UXLHKSVSCA)	\$ 259.09
1	2.24 - Rear Partition and Replacement Seat w/Center Pull Seatbelts (Poly Rear Window) (QK0566ITU20)	\$ 1,203.30
1	2.25 - Rear Prisoner Partition (Included in 2.24)	\$ -
2	2.26 - Rear Hatch LED Red/Blue - Flush Mount (EMPS2STS4J)	\$ 206.16
1	2.27 - Roof Mounted 55" LED Lightbar - SoundOff Mpower	\$ 1,860.00
2	2.28 - Tahoe or SUV Side Lights - Nforce LED Red/Blue (ENFSGS1J)	\$ 223.26
1	2.28 - Under Mirror Intersector Side Lights (Blue) (ENT2B3B)	\$ 156.28
1	2.28 - Under Mirror Intersector Side Lights (Red) (ENT2B3R)	\$ 156.28
1	2.29 - Rear Traffic Advisor - Installed in Rear Window (ENFTCDGS1208)	\$ 589.48
1	2.30 - Super Relay Power Distribution	\$ 687.50
1	2.30 - Super Relay Mounting Bracket	\$ -
1	2.31 - Scanner Speaker - Remote mount 7.5 Watts	\$ 63.17
1	2.32 - Disable Door Openers and Windows if not done by factory	\$ -
5	2.33 - Break & Back Up Light Kill - Relay *wire into the main controller	\$ 30.75
1	2.33 - Break & Back Up Light Kill - Relay Bracket	\$ 26.88
1	2.34 - Poly Window Bars (WK059ITU20)	\$ 266.97
1	2.34 - TPO Plastic Door Covers (DK0100ITU20)	\$ 243.34
1	2.35 - Power Tamer - *included in 2.30	\$ -
1	2.36 - SETINA Rear Cargo Storage (TK0230ITU20)	\$ 1,361.59
1	2.36 - SETINA Rear Cargo Storage (TPA9289)	\$ 307.12
1	2.37 - Patrol Vehicle Graphics	\$ 638.89
1	2.37 - Patrol Vehicle Graphics Install	\$ 333.34
1	2.38 - Warranty and Inventory Requirements - For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.	\$ -

CITY OF MADRAS
Request for Council Action

Date Submitted: July 14, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Steve Webb, Detective Sergeant
Through: Gus Burrell, City Administrator
Subject: **BODY CAMERAS FOR MADRAS POLICE DEPARTMENT**
Cooperative Procurement Pricing - Day Wireless

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the Council approve the purchase of body cameras from Day Wireless for the Madras Police Department at a cost not to exceed \$14,931.59 with a 10% allowance for any unanticipated overages and authorize the City Administrator or his designee to sign the necessary agreement(s).

OVERVIEW:

Body-worn cameras are widely used by law enforcement agencies in the United States. They are worn principally by officers in the performance of duties that require open and direct contact with the public. The main reasons law enforcement officers began utilizing body-worn cameras were to help improve officer and citizen safety, increase evidence quality, and reduce civilian complaints and agency liability.

For over 25 years, law enforcement officers have been recording interviews and interactions with witnesses, victims, and suspects. These recordings allow Courts, defense lawyers, prosecutors, and others to better understand what occurred during an incident. Recordings are now so routine, they are expected to be included in a case. Because body cams are used in so many jurisdictions, the public has an expectation that interactions with police officers will be recorded. Police in Oregon are already required to audio record certain interviews (Measure 11 crimes), which indicates that eventually there will likely be a requirement to video record interactions between police and the community.

STAFF ANALYSIS:

Although all types of video cameras, have been around for quite some time, they were often cost prohibitive to smaller agencies. Over the last decade, the equipment has become more affordable. During the 2022-23 budget process, the Budget Committee agreed that Madras PD could purchase body cameras.

For the benefits of our officers, the courts, and others, Staff has determined there are several benefits to purchasing the same type of body cams that our collaborating agency, Jefferson County Sheriff, uses. This equipment is available to Madras PD through a state purchasing pool.

Madras PD is eligible to procure these cameras under the extensive bidding process implemented by the City of Salem in accordance with the provisions of ORS 279A.220 for Interstate Cooperative Procurements and Section 6.10 of the City of Salem Request for Proposal No. 223044 solicitation dated May 6, 2022 to which a contract was awarded to Day Wireless which states:

6.10 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies, Urban Renewal Agency of the City of Salem, Housing Authority of the City of Salem, and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the service agreement resulting from this RFP unless proposer expressly notes in their proposal that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful proposer; the City accepts no responsibility for performance by either the successful proposer or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.

Essentially, the City of Salem RFP and subsequent contract with Day Wireless provides that the City of Madras (a member of the Cooperative Purchasing Program) can piggy-back on their quote for pricing and labor without going out to bid. Additionally, since the quote for equipment is under the \$250k public notice requirement of ORS 279A.215(2)(a), Madras PD can move forward with the project expeditiously with Council’s approval. Council should be aware that the Day Wireless quote expires August 1, 2022.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller		x
City Attorney	Jeremy Green		x
City Recorder	Lysa Vattimo		x
Finance	Kristal Hughes	7/18/22	
Community Development	Nick Snead		x
Public Works	Jeff Hurd		x
Police	Steve Webb	7/14/22	

B. Fiscal Impact:

- Equipment and Labor..... \$14,931.59

C. Funding Source:

- 101-106-540-1403

D. Explanation of Impact:

- The use of body cams will help improve officer and citizen safety, increase evidence quality, and reduce civilian complaints and agency liability.
- Video from body cams can also result in less time spent in court and provide beneficial self-evaluation, peer review and training for officers.

E. Supporting Documentation:

- Quote from Day Wireless expiring August 1, 2022
- City of Salem RFP 223044

RECOMMENDATION:

That the Council approve the purchase of body cameras from Day Wireless for the Madras Police Department at a cost not to exceed \$14,931.59 with a 10% allowance for any unanticipated overages and authorize the City Administrator or his designee to sign the necessary agreement(s).



Day Wireless Systems
63710 Paramount Drive
Bend OR 97701
United States

Quotation# Q026919

Date 04/25/2022
Terms NET 30-GOV
Expires 05/25/2022
Representative Todd Cox
Direct Phone (541) 797-3085
E-Mail tcx@daywireless.com
Shop Phone (541) 330-8807
Customer Contact Steve Webb
Contact Phone
Project Name Madras PD - Getac Video

Bill To
Madras, City of 125 SW E St Madras OR 97741-1346 United States

Ship To
Madras, City of 125 SW E St Madras OR 97741-1346 United States

Quantity	Description	Rate	Amount
	Madras PD - Getac Video BWC Solution		
11	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Molle Mount Part#6227511 Pricing Using City of Salem Contract	18.30	201.30
11	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Bluetooth Trigger Box (TB-02) Part#5147557	135.59	1,491.49
11	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5 Part#5147583	54.59	600.49
11	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02), 25th month device refresh option program, full upfront, 1 year hardware warranty Part#5737356	288.09	3,168.99
2	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US) Part#5147559	1,182.09	2,364.18
11	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Alligator Clip V2.0 Part#6253183	18.20	200.20
2	GETAC VIDEO SOLUTIONS INC. : Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month Part#6361375	15.47	30.94
1	GETAC VIDEO SOLUTIONS INC. : Getac Video Solution - Remote Setup, Configuration, or Pre-Testing - Per day Part#5147458	1,274.00	1,274.00
2	GETAC VIDEO SOLUTIONS INC. : Getac Video Solution - Remote Training - (4 hrs max) - Per day Part#5147459	500.00	1,000.00
11	2112 UPFITTING LABOR - Day Wireless installation labor (trigger box install)	380.00	4,180.00
11	Misc Hardware - shop supplies	20.00	220.00
1	Shipping - shipping charges are subject to change	200.00	200.00



Quotation# Q026919

Page 2 of 2

Date 04/25/2022

Day Wireless Systems
63710 Paramount Drive
Bend OR 97701
United States

Table with 4 columns: Quantity, Description, Rate, Amount. Total amount: \$14,931.59

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE - TERMS SUBJECT TO CREDIT REVIEW
TAXES, SHIPPING CHARGES AND FEES ARE ESTIMATES AND WILL BE DETERMINED AT TIME OF SALE
THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY

* Please reference Quotation # on correspondence and purchase orders. Prices firm for 30 days unless otherwise stated *
* \$25 NSF Charge - 20% Restocking Fee - 1.5% Late Fee *



ADMINISTRATIVE SERVICES DEPARTMENT
 Contracts & Procurement Division
 555 Liberty St, SE / Room 330
 Salem, OR 97301-3513
 503-588-6136 (phone)
 503-588-6400 (fax)

SUPPLIER:
 DAY WIRELESS SYSTEMS INC
 4700 SE INTERNATIONAL WAY
 MILWAUKEE, OR 97222
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
518633	0	1
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
SHIP TO:		
1455 22nd St SE Salem, OR 97302 United States		
BILL TO:		
555 Liberty St SE Rm 230 Salem, OR 97301 United States		

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	ORDER DATE / BUYER	REVISED DATE / BUYER
	506885	21-JUN-22 J Bartels	
PAYMENT TERMS		SHIP VIA	F.O.B.
Net 30			FOB Destination
FREIGHT TERMS		REQUEST OR DELIVER TO	CONFIRM TO / TELEPHONE
Prepaid			

LINE #	DESCRIPTION	DELIVER DATE	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	All prices and amounts on this order are expressed in : US Dollar Purchase Agreement Effective From: 01-JUL-22 To: 30-JUN-23 Amount Agreed: 300,000.00 VEHICLE UPFIT SERVICES, FY 22/23 ANNUAL REQUIREMENTS CONTRACT FOR: VEHICLE UPFIT SERVICES, FY 22/23 IN ACCORDANCE WITH CITY OF SALEM AGREEMENT NO: 223044 TOTAL CONTRACT AWARD: \$300,000 This is a "blanket" purchase order for the City's fiscal year's requirements for this commodity/service. Orders and deliveries are to be provided upon request by the City's Contract Administrator by the issuance of a "Release". Please refer to the contract terms and conditions for additional specific information. AA: 6/07/2022					
TOTAL						300,000.00

DocuSigned by:

 0040A455B101428...
 AUTHORIZED SIGNATURE
 Shawna Self, CPPB
 Contracts and Procurement Manager

SERVICES AGREEMENT

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City")**

and

**DAY WIRELESS SYSTEMS,
("Provider")**

for

"Vehicle Upfit Services"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide vehicle upfit services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
- 1.2.1 The insurance required in this Article shall include the following coverages:
- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
- 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 As required by ORS 279B.235, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$300,000 / annually as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$300,000 / annually without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly

consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Pursuant to ORS 279A.200 to 279A.225, the parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and the Provider, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and the Provider to use this Agreement as a cooperative procurement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right,

ownership, or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.

- 4.3. **Provider Intellectual Property.** In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.4. **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.5. All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The City's Request for Proposals # 223044, together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated May 5, 2022.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 6.1.1 termination of this Agreement;
- 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 6.1.4 exercise of its right of setoff.
- 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:

- 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
- 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
- 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

7.1 Term

- 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from July 1, 2022 (the "Effective Date"), until June 30, 2023.
- 7.1.2 This Agreement may be extended for no more than four (4) additional one-year terms upon mutual written consent of the parties.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 30 days' written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 days prior written notice if the cause is not cured within that 14-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail,

return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

Enterprise Services, Fleet Services
Attn: Jim Schmidt
1455 22nd Street SE
Salem, OR 97301
Phone: (503) 588-6322
Email: jschmidt@cityofsalem.net

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Day Wireless Systems
Attn: Todd Cox
4700 SE International Way
Milwaukie, OR 97222
Phone: (503) 797-3085
Email: tcx@daywireless.com

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

DAY WIRELESS SYSTEMS

By: 
 Kristin Retherford, Interim City Manager

By: 

Date: 6/16/22

Printed Name: Brent McGraw

Title: Executive Vice President

Date: 06/09/2022



FLEET SERVICES DIVISION

Vehicle Upfit Services

RFP NUMBER: 223044

CLOSING DATE: May 6, 2022 AT 4:00 PM (LOCAL TIME)

REQUEST FOR PROPOSALS (RFP) NUMBER: 223044

Fleet Services Division

Vehicle Upfit Services

INTRODUCTION

The City of Salem, hereinafter referred to as “City”, is seeking proposals from qualified Proposers to perform the vehicle and/or equipment upfit services specified in this RFP on an as needed basis.

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022**. Proposals will only be accepted electronically through Equity Hub’s Bid Locker.

Completed proposals must arrive electronically via Equity Hub’s Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Supported web browsers: Chrome, Firefox, Safari, and Vivaldi.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

Prospective proposers may obtain these solicitation documents by registering on the OregonBuys website and downloading them. Proposers shall consult the OregonBuys system regularly until closing date and time to avoid missing any notices. To register on OregonBuys go to <https://oregonbuys.gov>. The City shall advertise all Addenda on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. RFP documents will not be mailed to prospective proposers.

Any objections to or comments upon the RFP specifications must be submitted in writing to the office of the Contracts and Procurement Manager, by email sself@cityofsalem.net. They must be received no later than April 22, 2022 at 5:00 PM (local time).

Proposals received will be held confidential until a recommendation for award has been approved by the Department Director. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Records Office (<https://www.cityofsalem.net/Pages/public-records-request.aspx>).

The City will be the sole judge in determining award of Agreement and reserves the right to reject all Proposals.

Human Rights: It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. The City's complete Title VI Plan may be viewed at <https://www.cityofsalem.net/Pages/equity-and-accessibility.aspx>. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules, and regulations if awarded an agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

The City is an **Equal Employment Opportunity** employer.

Questions regarding the City's RFP process may be addressed to Shawna Self, CPPB, Contracts and Procurement Manager, who may be reached at (503) 588-6445 or by email at sself@cityofsalem.net during City business hours.

The City operates and maintains **Americans with Disabilities Act** compliant facilities. Reasonable accommodations are available upon request.

Shawna Self, CPPB, Manager
Contracts and Procurement

FIRST DATE OF SOLICITATION: April 11, 2022
REQUEST FOR PROPOSAL NUMBER: **223044**
REQUEST FOR PROPOSAL CLOSING: **May 6, 2022 at 4:00 pm (Local Time)**

RFP #223044
Fleet Services Division
VEHICLE UPFIT SERVICES

The City of Salem (“City”) is a municipal corporation serving a community with a population of approximately 168,000. It is the capital of the State of Oregon and the county seat of Marion County. The City has a Council-Manager form of government with an elected mayor and council. The City has approximately 1,200 employees and nine operating departments (listed below).

City Manager	Legal	Fire
Enterprise Services	Police	
Community Development	Public Works	
Urban Development	Finance	

SECTION 1: BACKGROUND

The Fleet Services Division maintains a fleet of over 1100 vehicles and equipment with fifty (50) to sixty (60) vehicles being replaced and in need of upfit each year. Vehicles are for City departments which include Police, Fire, Public Works, Community Development, Urban Development and Enterprise Services. Vehicles needing upfit services include, but are not limited to, Police patrol and K9 SUV’s, Fire ladder and pumper apparatus, Public Works utility, pickup, heavy duty trucks, and other department light duty vehicles.

SECTION 2: SCOPE OF REQUESTED SERVICES

Actual work may vary according to the type of vehicle and/or equipment required at the time that services are requested. It is anticipated that the work will include, but not necessarily be limited to:

Provision, installation and maintenance of any and all aftermarket equipment used in emergency services and general City vehicles, including maintenance and/or upgrading of current equipment. Services will include provision and installation of equipment including all wiring, fabrication and removal/reinstallation of interior and exterior vehicle parts as required.

Minimum Qualifications

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

2.1 Standard Vehicle Equipment, installation and setup specifications:

The following list of specifications and part installation requirements will be used as a Standard Vehicle (a 2022 Ford Interceptor Utility) for this proposal. Actual vehicles and part requirements may vary.

All emergency equipment listed shall be mounted and wired up to a wiring harness & modular fuse panel, all to terminate at Controller / Radio. Additional switches to run components not controlled by the main control unit shall be located as near as possible to

main controller within the Console. All hardware is to be installed with a securely mounted access service loop to ease future repair. Equipment shall be as stated or approved equal. Substitutions shall be submitted prior to April 22, 2022 at 5:00 PM, for approval by the City. The City may furnish new and/or used equipment salvaged from other City vehicles for re-installation. Equipment, setup and installation shall conform to the specifications as stated below.

2.2. Wiring and Mounting Hardware:

The appropriate mounting hardware and wiring are to be included in the fee proposal. The hardware and wiring shall be durable and waterproof or water resistant. All wiring must be abrasion and heat resistant. Wiring shall be GXL (Cross Linked Polyethylene Insulated) XLPE type. All wiring installed by the successful Proposer should be completely isolated and separate from the vehicle factory installed wiring. "Fuse taps" into the factory vehicle wiring are not permissible. No push on terminals of any type is to be used within the harness. Every item within the vehicle *must be individually* fused within the modular fuse panel and any fuses over 30 amps in value shall be a maxi-fuse. Wiring shall be T-Tapped to the ignition.

All wiring is to be colored coded and clearly marked at each end and at intervals (6"-8") to make it readily identifiable. Any wiring of the same color and size must be differentiated by continuous trace of a second contrasting color.

All fuse terminal connectors shall be crimped with a maxi fuse or ATO fuse connector. Wiring shall be cut to the appropriate length, allowing for servicing. No bundles or coils of extra wire will be allowed under the dash, carpet, or in the trunk. Wiring exposed to moisture must be positioned and stored so that no moisture enters equipment, component or vehicle interior.

All wiring shall run without interruption and without extension from the power source to the component it controls. No butt connectors or crimp caps shall be used in the harness.

The wiring for each component must be sized to handle a minimum of 125% of the specified current for the circuit's capacity.

The master ground is to be an 8-gauge wire connecting from the factory ground terminal at the battery, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star-type lock washers at the ground end.

Successful Proposer shall meet the above electrical specifications. Failure of the successful Proposer to meet the electrical specification will result contract termination.

The wiring harness/fuse panel shall be modular in design. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under-hood wiring, back flash, gunlock, MDC pre-wire, cell-phone, scanner, etc. For future anticipated electrical components to have a power supply, in the main fuse terminal it shall have at a minimum three (3) vacant fuse type positions labeled spare in the panel wired hot on common side to match other fuses.

The modular fuse/relay panel itself must be secured and have the relay, and Power Tamer contained within the panel if possible. No fuses shall be mounted in any other location within the vehicle. The Power Tamer shall be mounted beneath the panel so as to protect it from moisture. The main supply fuse for the headlight flasher shall be located in the modular fuse panel and NOT an inline fuse in the flasher itself. This panel and all electrical wiring contained can be replaced as a single unit. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the relay. All power wires from the modular fuse panel shall be connected to the backside of the relay, which is controlled by the Power Tamer. Seven (7) of the ATO fuses within the panel shall be hot all the time, with the remainder on the timed circuit. A minimum of four (4) Maxi fuses shall be wired into the modular fuse panel as well. All future use wiring in electrical harness shall be neatly contained within back of console body.

All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, unless specified by the City. A lid covering the modular fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

2.3. Siren Speaker:

Whelen SA315 siren speaker “or approved equal”. Install siren speaker behind the grill, wire to harness with labeled wire.

2.4. Headlight Flasher:

Soundoff ETHFSS-FV headlight flasher or approved equal. Install to manufacturer’s instructions. Mounted as listed in electrical specifications. Wired to modular fuse panel & Siren/PA/Light Controller. Must be Park killed on light level number 3.

2.5. Corner Lights:

SoundOff nForce (1) ENFRMS1B (1) ENFRMS1R for the front headlight using brackets for headlights. (2) SoundOff ELUC3H010B Blue LED’s in back up light housing if possible. (1) ETFBSSN-P Taillight Flasher w/programmable flash patterns.

2.6. City of Salem UHF Radio:

Provided by City Communications Division. Install supplied radio with radio re-broadcast function. The radio microphone is to be mounted on the left side of the computer monitor using a fixed microphone clip. External speaker mounted at the top of partition in the center. Installation shall be in accordance with manufacturer’s specifications. The sense line will be controlled through the Power Tamer “or approved equal” system and not through ignition source.

2.7. Radio and MDC Antenna- GPS/Cell/WIFI:

Antenna mounting location will be provided prior to vehicle builds. (1) Sharkee IN1907 which includes an UHF antenna. (1) Sharkee IN1909 which includes a scanner antenna. WIFI coax shall be terminated with a SMA Male-reverse polarity connector, and both shall be terminated at the MDC. PCS Cell cable shall be terminated with the appropriate type of connector as depicted by the type of modem installed. All manufacturer cable markings which are used to identify frequency bands shall be attached four (4) inches from the end where the device is connected.

2.8. Console:
Install Console per manufacturer's instructions. All equipment in the console must be mounted with service deployment loops, of no less than fourteen (14) inches console space. The console type must be low profile and will be approved after the award of the contract.

2.9. Floor Plate:
If required for console install a steel, no holes bored floor plate per manufacturer's instructions.

2.10. Mobile Display Computer (MDC):
As per the electrical specifications, any required power wires shall already be within the electrical harness, including power requirements for glove mounted modems and additional CPU components. Therefore, should the City change modem requirements in the future, no additional power wires will need to be installed. The City shall provide the MDC, monitor, and keyboard. They shall be installed in accordance with manufacturer's specifications including power control for remote devices such as in car video and LPR systems.

Detailed specifications will be provided by the City Communications Division.
See attached wiring diagram (Appendix C).

2.11. Ford SUV Push bumper and Pit bars:
Setina Push bumper **BK2044ITU20** and Pit Bars **FK0400ITU20**. On our push bumpers we also have female jump plug receivers installed.

2.12. MDC Modem:
Modem type will either be a Sierra Wireless or Cradle Point and will be installed in the glove box.

2.13. Computer Mount:
Gamer Johnson **7160-1346-01** On-Dash Mount w/extension arm, **7140-1037** Faceplate, and **7140-1034** Mission Control faceplate.

2.14. In Car Video System:
The system shall be furnished by the City with the Digital video recorder (DVR) installed in the console. The camera shall be mounted to the front windshield in accordance with manufacturer's specifications. Power for the camera system shall be controlled only by the MDC.

2.15. Cup-holder:
Will be an angled 2 piece mounted in the console. Two (2) cup type holder.

2.16. Arm Rest:
Mount armrest to backside of console.

2.17. Siren/PA/Light Controller:
(1) Whelen CenCom Sapphire **CCSRNT36** "or approved equal" light controller or

controller supplied by the City shall be utilized. Hook up horn ring, brake & back up light kill, park kill (*see below*), back lighting for controller. Wire all activation wires to controller. Wiring to allow for service loop of at least twelve (12) inches. Ground to master ground bolt in console, grounding to stud terminal on back of unit is not acceptable. Aux. switch to trigger rear mounted dome light, and gun release. The PA microphone shall be mounted to the right side of monitor using a fixed microphone clip.

2.18. Flashlights:

Install one (1) Pelican model # **8060** LED flashlight, power supply to charger via the wiring harness. Attach charger to driver's door or in-between rifle mounts, and wire into modular fuse panel. Ground to master ground bolt in console.

2.19. Park-Kill:

Whelen **WPKM 1** "or approved equal" shall be mounted next to rear light kill relays. WPKM to trigger additional SPDT relay to park kill headlight flasher. Appropriate circuit protection shall be applied. Siren kill activated when vehicle is placed in Park position.

2.20. Accessory Power Outlets:

Mount 2 or 3 Jotto **425-2273** in the console. Ground to master ground bolt in console.

2.21. Interior Dome Light:

Prisoner Dome Light (1) Soundoff **ECVDMLTAL00** to operate when triggered by button on lighting controller.

2.22. Partition:

A Setina 6XL **PK1138ITU20TM** recessed panel partition "or approved equal". Partition shall be set back as far as possible to allow maximum driver & passenger seat travel. Partition shall have a solid, clear screen between the driver and prisoner area.

2.23. Gun-Mount & Lock:

Install Setina **GK10271UXLHKSVS**CA. Actual rifle dimensions to be discussed prior to installation.

2.24. Prisoner Seat:

Install prisoner seat Setina **QK0566ITU20** with required seat belt installation kit-"or approved equal".

2.25. Rear Partition (Ford SUV):

Rear prisoner partition is included and mounted with the rear prisoner seat. Rear prisoner partition shall have a solid clear screen.

2.26. Rear Hatch LED's (Tahoe or Ford SUV):

(2) SoundOff Ghost **EMPS2STS4J** "or approved equal" LED's mounted flush on the inside lip of the rear hatch, wired to "level 1" of the siren controller. Installation must not interfere with the seal of the rear hatch.

- 2.27. Light Bar:**
SoundOff Mpower EMPLB002X1-033 55” light bar “or approved equal”. In some cases a light bar will be reused please use manufacturer approved strap kit. Remove and reinstall headliner. Install to roof of vehicle and run cables through plastic grommet and seal hole internally & externally. To mount center on “B” Pillar, with cable running inside driver side “B” Pillar, so that factory trim does not bulge out when replaced. Ground to master ground bolt in console.
- 2.28. Tahoe or Ford SUV Side Lights:**
(2) SoundOff nForce ENFSGS1J “or approved equal” red/blue warning light mounted in side rear window area. SoundOff Intersector light (1) ENT2B3B blue (1) ENT2B3R red mirror beams “or approved equal” for the side view mirrors.
- 2.29. Rear Traffic Advisor:**
SoundOff ENFTCDGS1208 traffic advisor “or approved equal” installed in back rear window, controlled through light bar controller. It should have one red and blue end with 6 inner amber pods.
- 2.30. Super Relay:**
Wire to modular fuse panel/wire harness, controlled by Power Tamer. Four (4) gauge main power to feed directly to battery terminal. By disconnecting this wire all aftermarket equipment shall be disconnected from factory electrical system.
- 2.31. Scanner speaker (If equipped):**
Mount to top of prisoner cage in the center next to radio speaker.
- 2.32. Disable/Enable:**
Disable rear door openers and windows if not done by factory already.
- 2.33. Brake & Backup Light Kill:**
Wired into the main controller at center console.
- 2.34. Window Bars and Door skins:**
Setina WK0595ITU20 Poly window barriers “or approved equal”. Install rear door prisoner containment window bars. Setina DK0100ITU20 TPO plastic door covers.
- 2.35. Power Tamer:**
Unit shall not be wired into electrical circuit in a manner that carries amp load requirements of emergency equipment through it. Proper install shall result in only timer control of solenoid.
- 2.36. Ford SUV Rear Cargo Storage area:**
Setina TK0230ITU20 Cargo drawer w/combo lock upper tray. Setina TPA9289 cargo system mount. (1) Soundoff ECVDMLTAL00 red/white dome light.
- 2.37. Graphics:**
Provide and Install graphics.

2.38. Warranty and Inventory requirements:

For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

Organization of the Proposal

Proposers must organize and present their proposal materials in the same order as presented below, and include page numbers. Proposals received without following this format, or received after the deadline and stated place of delivery, may be rejected as non-responsive.

3.1 Minimum Qualifications

Failure to meet these minimum qualifications will deem your proposal non-responsive.

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem. Facility must have the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall. Facility must be able to secure City vehicles in a building or fenced area while on Proposer premises.

3.2 Required Information

The proposal shall include, as a minimum, the following items:

A. Cover Letter

The cover letter shall include the following:

A cover letter indicating the Proposer's understanding of the services as specified in **Section 2, Scope of Services**. Signatory of this letter shall be authorized to contractually bind you to a contract with the City. Include your company name, address, phone number, and email address.

Describe your ability to transport vehicles to and from the City shops, located at 1455 22nd St SE, Salem Oregon, 97302.

B. Proposer Biography

Proposer shall include a biography of their company. The biography shall include information such as organizational structure, staffing levels, staff experience and

certification levels and shop production capabilities.

C. **References**

Provide four (4) references for which you are presently providing comparable services. Provide the name and telephone number of the person to contact as a reference.

D. **Proposer Facility**

Provide a completed facility description list and photos for your company. The list and photos shall include the business facility, indoor storage facility, outside storage facility, and any other facility used in providing services to the City. Include the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall.

Note: Proposer must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

E. **Fee Proposal**

Time and Cost for a “Standard Vehicle” Setup (A 2022 Ford Interceptor Utility Patrol Vehicle) using the criteria in Section 2: Scope of Requested Services. This criterion identifies the proposed number of hours required to install the listed equipment in a “standard vehicle” as well as rates associated with the labor. A “standard vehicle” shall, for the purposes of this RFP, be a 2022 Ford Interceptor Utility Patrol Vehicle. Actual Vehicles provided for installation may vary. The response shall include:

- Total number of labor hours to install equipment in a “standard vehicle”.
- Cost of equipment to be installed in the “standard vehicle”.
- Total number of labor hours to pick up/deliver vehicles.
- List of classifications and hourly rates for employees.
- Number of employees typically assigned, at one time, to a vehicle installation project.

Provide shop labor rate, breakout rates for fabrication, painting or other services offered.

Provide markup for installed materials.

Provide unit pricing for all equipment listed in Section 2: Scope of Requested Services.

SECTION 4 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Evaluation Criteria

Although cost of services is important, the City will not necessarily select the lowest cost proposal for the award. The City reserves the right to award a contract based on initial proposal submittals or, at the sole discretion of the City, to conduct interviews with any or all of the proposers. Any interviews shall be held for the purpose of clarity of proposals and will not be scored. However, the Proposal Selection Committee members may use the interview process as an opportunity to adjust their original proposal scores to reflect any additional understanding of proposals that they derived from the interviews. In addition to submitted proposal information, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, in determining consideration of contract award.

The City will not pay for any costs incurred by proposer in responding to this RFP to include costs to the proposer to conduct interviews and presentations.

The evaluation criteria to be used for this RFP are summarized below:

4.2 Evaluation Criteria

Proposals will be evaluated based on the criteria shown below:

- A. Cover Letter (**Pass/Fail**)
This information must be provided with your proposal. If it is not provided with your proposal, your proposal will be deemed non-responsive and not considered for further evaluation or contract award.
- B. Proposer Biography. **20 points out of 100 points may be awarded.**
- C. References and performance history for comparable services. **20 points out of 100 points may be awarded.**
- D. Proposer facilities provided to perform services. **20 points out of 100 points may be awarded.**
- E. Proposed Fee Schedule. **40 points out of 100 points may be awarded.**

Evaluation Criteria	Maximum Points
Cover letter	Pass/Fail
Proposer Biography	20
References and performance history	20
Proposer Facilities	20
Fee Proposal	40
Total Maximum Points Possible	100

4.2 Selection Process

A RFP Selection Committee will be appointed by the City to evaluate and rank all qualifying proposals received by the closing date. Interviews/oral presentations may be conducted with the top ranked proposers. Those proposers selected for interviews/oral presentations will be notified by the City. The City will negotiate a final agreement with the proposer with the combined highest ranking. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur.

The successful proposer will be required to complete an Agreement in the form of a Personal Services Agreement (sample included in Appendix A), which will incorporate this RFP and proposer's response as a part of the Agreement.

SECTION 5: INFORMATION AND INSTRUCTIONS TO PROPOSERS

This section contains administrative and procedural information and instructions for preparation and submittal of the proposal. *Note: This RFP process offers several opportunities for prospective proposers to submit formal protests. Filing a protest with the City requires submitting \$500.00 with the formal written protest. Prospective proposers and proposers wishing to submit objections to or comments on RFP specifications of a non-protest nature, must submit them in writing to the office of the Contracts & Procurement, by email sself@cityofsalem.net. They must be received no later than April 22, 2022, at 5:00 p.m. (local time). There is no fee for filing objections to or comments on RFP specifications of this non-protest nature.*

5.1 Anticipated Schedule (subject to change)

April 11, 2022.....	Begin RFP Solicitation
April 22, 2022 at 5:00 PM (local time).....	Questions/Clarifications Due
May 6, 2022 at 4:00 PM (local time)	RFP Closing Date
May/June 2022	Notice of Intent to Award Agreement
June 2022	Agreement Award (Anticipated Date)
July 1, 2022.....	Notice to Proceed

5.2 Qualification Requirements

Each proposer shall respond to the proposal requirements as presented in **Section 3, Proposal Submittal Requirements**, of this RFP. Proposals received without the required information may be rejected as being non-responsive.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research.

5.3 Pre-Proposal Interpretation of RFP and Requested Changes

Technical questions relating to the requirement and scope of services of this RFP and/or the RFP process should be directed in writing to the Contracts and Procurement Manager, Contracts and Procurement, by email: sself@cityofsalem.net.

Any clarification or interpretation of the proposal documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification.

Any person who contemplates submitting a proposal in response to this RFP and who wishes to have the City consider a change in any part of this RFP shall submit to the Contracts and Procurement Manager of the City of Salem a written request for a change or substitution no later than 5:00 p.m. (local time), April 22, 2022. The request shall include the proposed change and the reason for the change. Protest against award based on the scope of services or other content of this RFP will not be considered after this time. Changes to this RFP document shall only be by written addenda.

A copy of any written clarification, interpretation and addendum will be posted on OregonBuys.

5.4 Protest of Solicitation Document and the Procurement Process

A prospective proposer may protest the procurement process or the solicitation document for an Agreement. A prospective proposer must deliver a written protest to the Contracts and Procurement Manager (email: sself@cityofsalem.net) no later than 5:00 p.m. (local time), April 22, 2022. The prospective proposers shall indicate the reasons for the disagreement through a written protest and shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.5 Execution of the Proposal

The proposal shall be executed in the name of the proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held.

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the proposal is made by a Limited Liability Company (LLC), it shall be executed in the name of the LLC followed by the signature of the authorized member(s) or manager(s) authorized to sign for the LLC and the printed or typewritten designation of the office held in the LLC.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

5.6 Submission of Proposal

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022**. Proposals will only be accepted electronically through Equity Hub's Bid Locker.

Completed proposals must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each

Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

5.7 Response Date

Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer(s). Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

5.8 Withdrawal of Proposal

Proposer(s) may withdraw their proposal, by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, delivered to the Contracts and Procurement Office by email at contracts@cityofsalem.net. To be effective, the withdrawal must be received prior to closing date and time. The proposer shall mark a written request to withdraw its proposal as follows: "Proposal Withdrawal - RFP #223044."

5.9 Notice to Proceed

The successful proposer(s) may be given ten (10) calendar days to execute the Agreement and return it to the City. Contractual work may not begin until the notice to proceed has been issued. The notice to proceed will be issued after execution of the Agreements by the City. The notice to proceed will authorize commencement of the work based on the Agreement.

5.10 Rights of City to Award or Reject Proposals

This RFP does not commit the City to award or enter into an Agreement. Under no circumstances will the City pay the costs incurred in the preparation of a response to this RFP. The City reserves the right to:

- Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- Negotiate with any proposer(s).
- Accept a proposal and subsequent offers for Agreement from other than the lowest cost proposed.
- Waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer(s).
- In determining the most responsive proposer, take into consideration any or all information supplied by the proposer in the proposal and the City's investigation into

the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated scope of services and when such action is deemed to be in the City's best interest.

- Negotiate a final scope and price with the selected proposer that may differ in some respects from this RFP.
- To seek clarifications of each proposal.
- If proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposal as may be required.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
- To negotiate a final Agreement that is in the best interest of the City.

5.11 Contract Administrator

The Contract Administrator is Jim Schmidt, Fleet & Facilities Manager. All questions relating to the RFP process should be directed in writing to Shawna Self, CPPB, Contracts and Procurement Manager, by email to: sself@cityofsalem.net.

5.12 Economy of Proposal Preparation

Proposals should be prepared simply and economically, by providing a straightforward, concise description of the proposer's capabilities related to specified elements units or services. Proposals should not include any information not specifically identified or specified as a required response.

5.13 Addenda

In the event that it becomes necessary to revise any part of this RFP, an addenda will be posted on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any addenda have been issued. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than five (5) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and **SHALL BE SUBMITTED** with the proposal. Proposals received without properly signed addenda may be considered non-responsive.

5.14 Protests of Addenda

A prospective proposer may submit a written protest to an addendum within forty-eight (48) hours by the close of the City's next business day after issuance of the addendum. The written protest shall (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) Identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. The City will not consider a protest to matters

not added or modified by the protested addendum. Delivered to the Contracts and Procurement Division, via email to contracts@cityofsalem.net.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.15 Acceptance of Proposal Content

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in an Agreement may result in cancellation of the award.

5.16 Public Records and Confidentiality of Proposal

This RFP and one copy of each original response received, together with copies of all documents pertaining to the selection of the successful proposer and execution of a copy of the executed agreement, shall be kept for the City by the Contracts and Procurement Office for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

Public Records. By submitting a proposal, the proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.513. The proposer is responsible for becoming familiar with and understanding the provisions of the Public Records Law.

Note: Under no circumstances will any proposal information be disclosed by the Contracts and Procurement Office prior to receiving a written recommendation to award from the Department Head.

5.17 Human Rights

It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. The City's complete Title VI Plan may be viewed at www.cityofsalem.net. Successful proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations if awarded an Agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. (See Appendix B.)

5.18 Discrimination in Subcontracting Prohibited

Proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

5.19 Notice of Intent to Award

All responsive and evaluated proposers to this RFP will be notified of the City's intent to award an Agreement not less than seven (7) days prior to award. The City will issue a notice of intent to award based on the results of its evaluation process. The notice of intent to award will be posted on OregonBuys only.

5.20 Protest of Intent to Award

A proposer may protest the award of the Agreement or the intent to award such Agreement, whichever occurs first, if the proposer claims to have been adversely affected or aggrieved by the selection of a proposer. A proposer submitting a protest must claim that the protesting proposer is the highest ranked proposer because the proposals of all higher ranked proposers failed to meet the requirements of this RFP or because the highest ranked proposers otherwise are not qualified to perform the services described in this RFP. The proposer must deliver the written protest to the Contracts and Procurement Division to contracts@cityofsalem.net, within seven (7) days after issuance of the notice of intent to award the Agreement or if no notice of intent to award is issued, within forty-eight (48) hours after award. A proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). The City Manager shall not consider a proposer's award protest submitted after the above timeline. **The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.**

5.21 Incurred Costs

Neither the City, nor its officers, agents, or employees are liable for any cost incurred by proposer(s) prior to issuance of an agreement, or purchase order. All prospective proposer(s) who respond to this RFP do so solely at the proposer's cost and expense.

5.22 No Warranty

All facts and opinion stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

5.23 Statement of Time

A period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays.

The word "day" as used in this RFP document, and any resulting Agreement awarded as a result of this process, shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a time period is identified by days, it is computed by excluding the first day and including the last day. When the last day falls on a Saturday, Sunday, or City's holiday, that time period shall extend to the next City business day.

5.24 Right to Audit

The successful proposer shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The successful proposer(s) shall retain these records for a period of five (5) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

5.25 Accept or Reject Proposals

The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

5.26 Additional Information

The City reserves the right to request additional information following their initial review of the proposal documents that the City deems reasonably necessary to evaluate, rank, and select the most qualified proposer(s). The City staff may conduct a review and verification of confidential information with staff and consultants.

5.27 Right to Modify Process

The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The Contracts and Procurement Office will take reasonable steps to ensure that any modification or clarification to this RFP are posted on OregonBuys.

5.28 Debarment of Proposer

The Contracts and Procurement Manager may debar prospective proposers from consideration for Agreements for a period of not more than three (3) years if:

1. The prospective proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract subcontract or in the performance of such contract or subcontract;
2. The prospective proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective proposer's responsibility as a contractor;
3. The prospective proposer has been convicted under state or federal antitrust statutes;

4. The prospective proposer has committed a violation of a contract provision that is regarded by the Contracts & Procurement Manager or the Construction Contractors Board to be so serious as to justify debarment. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment; or
5. The prospective proposer does not carry any insurance as required by applicable law.

The Contracts and Procurement Manager shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The proposer shall be given not less than fourteen (14) days to respond to the Contracts and Procurement Manager in writing. The Contracts and Procurement Manager shall issue a written decision that states the reason for the action taken and that informs the proposer of the proposer's appeal rights.

5.29 Proposals submitted by City Employees Prohibited

The City will not purchase any goods or services from City employees unless City Council expressly authorizes the purchase, or the purchase is necessary during a state of emergency and the City Manager approves the purchase.

SECTION 6: AGREEMENT TERMS AND REQUIREMENTS

6.1 Forfeiture of the Agreement

This Agreement may be canceled at the election of the City at any time for any willful failure or refusal by the successful proposer to perform according to the terms of an Agreement as herein provided.

6.2 Non-Assignment

If an Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of the City. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of the City.

6.3 Liability Insurance

Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees";
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Successful proposer shall immediately notify the City of any change in insurance coverage;
- Successful proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

6.4 Workers' Compensation Law

All subject employers working under an awarded Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Proof of compliance will be required prior to Agreement execution. (See Appendix A)

6.5 Laws of the State of Oregon

By submitting a proposal in response to this RFP, proposer(s) agree that, any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall

also include the following laws of the State of Oregon are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.230, and 279B.235.

Any Agreements awarded and/or purchase order issued as a result of this RFP shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

6.6 Successful Proposer's Compliance with Tax Laws

Successful proposer represents and warrants to the City that:

1. Successful proposer shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
2. If applicable, the successful proposer, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful proposer's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of successful proposer's warranty, as set forth in this Article, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

6.7 Agreement Term

The Agreement shall commence on July 1, 2022 and continue until June 30, 2023, and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the Agreement term.

6.8 Renewal

If the City determines that it is in the City’s best interest, the City may elect to extend the Agreement for four (4) additional one (1) year periods at the end of each fiscal year, July 1 through June 30, subject to the following conditions:

- a. Approval by City and budget approval.
- b. Service has been determined, by the Contract Administrator, to be satisfactory.
- c. Price remains firm for the additional year; adjusted only for any escalation/ de-escalation allowed under the terms of the Agreement.
- d. Agreement to extend the Agreements, in writing, by the successful proposer after a minimum sixty (60) calendar days’ notice by City prior to the expiration of the Agreement.

6.9 Termination for Lack of Appropriations

The City may terminate all or portions of the Agreement for lack of funds, if the successful proposer is notified by certified mail thirty (30) calendar days in advance.

6.10 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies, Urban Renewal Agency of the City of Salem, Housing Authority of the City of Salem, and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the service agreement resulting from this RFP unless proposer expressly notes in their proposal that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful proposer; the City accepts no responsibility for performance by either the successful proposer or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.

6.11 Escalation/ De-Escalation Agreement

Prices shall remain firm throughout the initial Agreement term except in the case of price decreases. Price decreases will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

Price increases will be considered at the time of Agreement renewal. Successful proposer(s) must submit a written request with documentation justifying any price increase at least ninety (90) days prior to Agreement renewal to the Contracts and Procurement Division. Proposed price increases shall not exceed the consumer price index for this region. Proposer is to provide all documentation for verification purposes.

The City shall have the option of accepting the price increase or allowing the Agreements to expire (non-renewal) and rebidding the contract. The City reserves the right to audit the records of the successful proposer when requesting price increases to the extent that such records relate to cost or pricing data.

6.12 Type of Agreement

This is a non-exclusive one-year annual Agreement; with renewal provisions (see Subsection 6.8) and escalation/de-escalation agreement (see Subsection 6.11).

6.13 Form of Procurement Agreement

Any Personal Services Agreement that is awarded as a result of this RFP will incorporate the RFP document, the successful proposer's written proposal, any required certificates, and all other documents incorporated by reference therein.

It is the City's intent to award Agreements in substantially the form of the Agreement attached as Appendix A. Proposer may submit an alternative Agreement for City's review. The City, at its sole determination, may approve the proposer's offered Agreement as is, require modifications, or reject the proposer's Agreement and require that the City's Agreement be executed for the purpose of this RFP.

A proposer may not condition its Proposal on execution of any Agreement it submits. Any such condition shall result in rejection of their Proposal.

Any additional Agreements shall contain the following provisions:

1. The following laws of the State of Oregon are hereby incorporated by reference into the agreement: ORS 279B.220, 279B.230, and 279B.235.
2. The Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
3. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity, or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations. Further, proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a

woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

4. Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of successful proposer's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Proposer shall immediately notify the City of any change in insurance coverage;
- Proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6.14 PAY EQUITY COMPLIANCE

As required by ORS 279B.235, successful proposer shall comply with ORS 652.220 and shall not discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, successful proposer must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Successful proposer's compliance with this section constitutes

a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

Successful proposer may not prohibit any of successful proposer's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Successful proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If selected for award and as applicable, proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167). The proposer upon completion of the curriculum and assessment understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the proposer employs 50 or more full time workers and submitted a proposal for a procurement with an estimated contract price that exceeds \$500,000.

See <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx> for training requirements.

6.15 PAYMENT TERMS

The City payment terms are Net 30 days. The City does not pre-pay for goods or services. Invoices shall be submitted to Finance Department, email: accountspayable@cityofsalem.net.

Appendix A: SERVICES AGREEMENT

AGREEMENT #Type Agreement #
SERVICES AGREEMENT

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City")**

and

**Type Company Name,
("Provider")**

for

"Type Title of Agreement"

1. PROVIDER'S OBLIGATIONS

1.1 Provide Type Description of Services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 As required by ORS 279B.235, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$Type Agreement Amount as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$Type Agreement Amount without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue

transferred, as appropriate, so as to effectuate this choice of venue.

- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Pursuant to ORS 279A.200 to 279A.225, the parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and the Provider, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and the Provider to use this Agreement as a cooperative procurement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right, ownership, or title in any copyright, patent, trademark, proprietary or any other protected

intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.

- 4.3. **Provider Intellectual Property.** In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.4 **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The City's Request for Proposals # RFP No., together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated Proposal Date.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed

to deliver within any scheduled completion dates or has performed inadequately or defectively;

6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

6.1.4 exercise of its right of setoff.

6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:

6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and

6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.

6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

7.1 Term

7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), until End of First Year.

7.1.2 This Agreement may be extended for no more than four (4) additional one-year terms upon mutual written consent of the parties.

7.2 Termination

7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

7.2.2 The City may, upon not less than 30 days' written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 days prior written notice if the cause is not cured within that 14-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

City Department
Attn: Contract Administrator
Address
Salem, OR 97301
Phone: (503) phone number
Email: Email Address

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Providers Company Name
Attn: Providers Project Manager
Address
City, State, Zip
Phone: phone number
Email: Email address

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider’s failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider’s warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

PROVIDER NAME

By: _____
Kristin Retherford, Interim City Manager

By: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Appendix B: CITY OF SALEM EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

City of Salem Equal Opportunity Policy For Contractors

1. Non-Discrimination Policy, General.

It is the policy of the City of Salem to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap in respect to employment, housing, and public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the following more specific obligations, terms and conditions shall apply.

2. Discrimination Because of Religious Belief.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodations cannot be made without undue hardship to the employer.

3. Discrimination Because of Sex.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decisions is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to housing and to public services, facilities and accommodations, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on the basis of sex where:

- (a) Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- (b) The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. Discrimination Because of Disability.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without hardship to the employer.

With respect to housing and to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- (a) Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- (b) A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- (c) The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular disability in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs of persons so disabled.

5. Discrimination Because of Age.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- (a) Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- (b) The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to housing and to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- (a) The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such person; or
- (b) The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. Definitions.

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- (a) Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- (b) "Disability" and "handicap" are intended to be synonymous.

- (c) The Contractor is entitled to advisory options as to the specific application of this policy from the designated representative of the City's Director of Community Development. The Contractor is entitled to rely on such advice only to the extent of the completeness and accuracy of the facts presented by the Contractor who is requesting such advice. The City expressly disclaims any responsibility for the Contractor's reliance on advice which later proves erroneous or inapplicable because of facts not known to the City's representative who gave the advice.
- (d) The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. Advertising and Promotional Material.

- (a) In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

(Name of Contractor) is an equal opportunity employer, and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, sex, age, handicap, religion, ethnic background, or national origin.

EXCEPTION: In "Classified" advertising the Contractor need only include the statement "an equal opportunity employer."

- (b) In all advertising, postings, and promotional material relating to housing, and to programs and services funded in whole or in part under a contract with the City of Salem, the Contractor shall include the following statement:

This (housing, program, or service as applicable) is open to all persons without regard to race, sex, age, handicap, religion, ethnic background or national origin. For further information about this equal opportunity policy, contact (name of Contractor's representative) at (phone number).

8. Retaliation.

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Salem, or any state or federal court or agency.

9. Grievance Procedure.

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Salem where it conducts any operations. Likewise the Contractor shall fully cooperate with designated representatives of the City of Salem, and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. Violations.

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Salem contracts, or both.

11. Contracts Directly Funded by Federal or State Agencies.

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of “affirmative action” to insure equal opportunity, and specific standards and reporting requirements to be met. “Affirmative action”, in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this Policy, the Invitation to Bidders or Request for Proposals will state, “This project is funded in whole or in part through (name of agency). Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bid.”

NOTICE:

YOUR RIGHTS TO HAVE DISCRIMINATION COMPLAINTS HEARD

This organization receives funding or contract payments from the City of Salem. Some or all of those funds may originate with one or more federal or state agency. Organizations receiving grants or contracts from the City of Salem are obligated to accord equal opportunity in employment, and in access to programs and services without regard to a person’s race, sex, age, religion, handicap, ethnic background, or national origin.

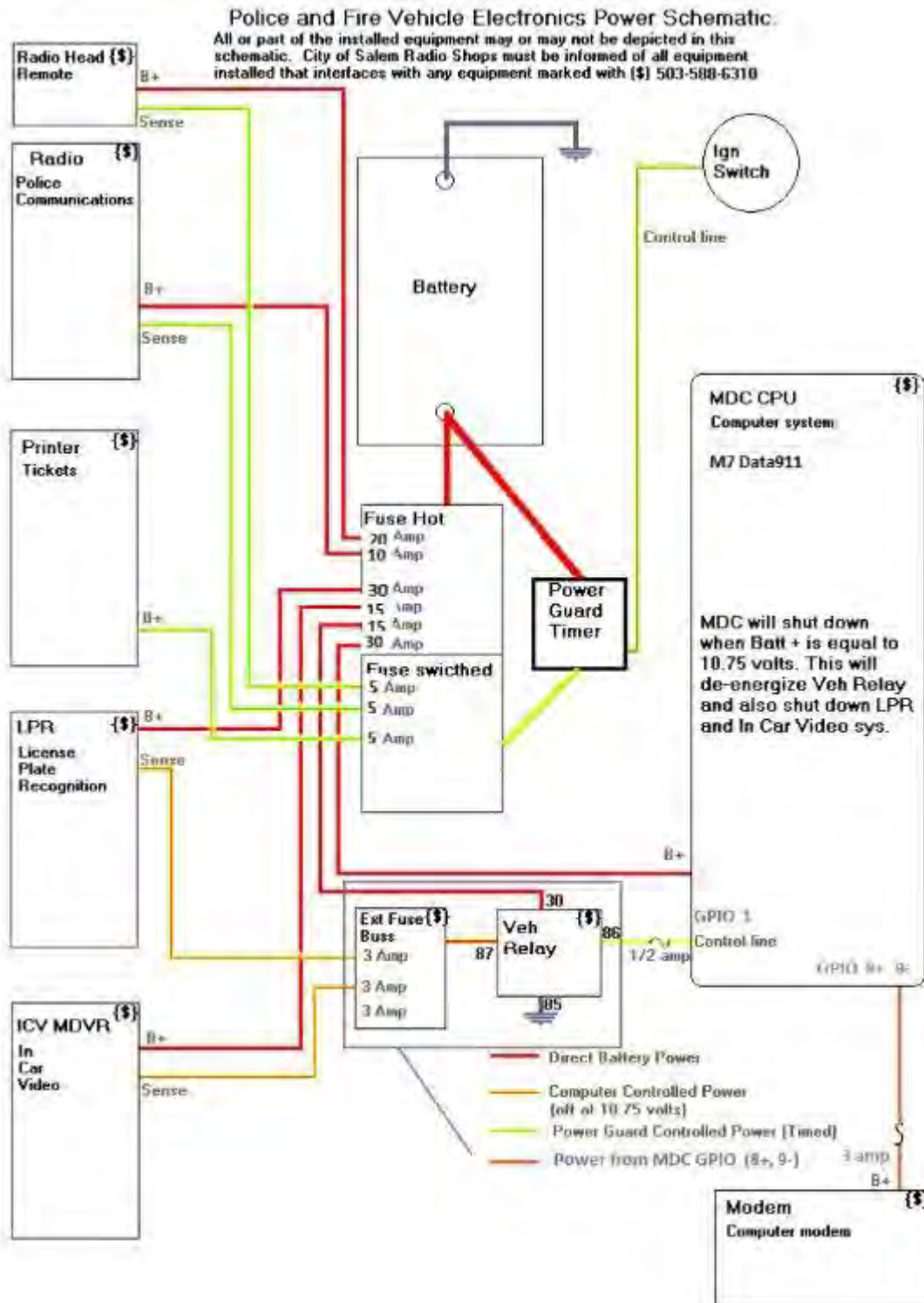
If you believe that this organization has discriminated against you in violation of that obligation, you have a right to complain without fear of retaliation. The City of Salem has a process for investigating and acting on your complaint. In addition, there may be federal or state courts or agencies who have a process for responding to your complaint.

The duty not to discriminate is clear, but the various agencies who have discrimination complaint procedures each have special rules.

To assist you in the filing of a complaint with the proper agency, you should contact the City of Salem Human Rights and Relations Commission Staff at (503) 588-6261, or visit or write to:

City of Salem Human Rights & Relations Advisory Commission Staff,
Room 300, City Hall
555 Liberty Street SE
Salem, Oregon 97301-3503

Appendix C: Police and Fire Vehicle Electronics Power Schematic





VEHICLE UPFIT SERVICES

PROPOSAL FOR:

CITY OF SALEM

May 5, 2022

Presented by:

Todd Cox
Business Development Manager

Day Wireless Systems
4700 SE International Way
Milwaukie, OR 97222

(503) 797-3085
tcox@daywireless.com



a DBA of Day Management Corporation
www.daywireless.com

May 5, 2022

City of Salem
Shawna Self
Manager Contracts and Procurement
635 Capitol Street NE Suite 350
Salem, OR 97301

Dear Shawna Self:

Day Wireless Systems is pleased to offer the following proposal to City of Salem in response to your Request for Proposals for Vehicle Upfit Services.

As the current contract holder with the City of Salem for Police Vehicles, we look forward to continuing the relationship we have built since Day Wireless began upfitting in 2012. Our Salem Service Center is ready to handle the provision, maintenance, and installation of all aftermarket equipment necessary for the City's general and emergency services vehicles including wiring, fabrication and removal/reinstall of all vehicle parts.

Day Wireless is uniquely positioned to provide the City of Salem with free vehicle pick-up and delivery of vehicles by licensed staff. Our Salem service center is located just off 22nd St SE, less than half a mile from the City of Salem Shop, which will allow us to respond quickly and efficiently to the City's needs.

Day Wireless Systems is willing to enter into a contract with the City based on the terms and conditions contained in the City's Services Agreement, Appendix A, and takes no exceptions to the contract.

Todd Cox is authorized to represent Day Wireless in any negotiations and is available by email, tcox@daywireless.com, or phone, (503) 797-3085. I am legally authorized to sign any contract that may result from this bid. For contracting concerns, please email contracts@daywireless.com or call (503) 659-1240. Our fax number is (503) 794-3777.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this important project.

Sincerely,



Mackenzie Day
Chief Operating Officer
Day Wireless Systems

B. BIOGRAPHY

PROFILE OF FIRM



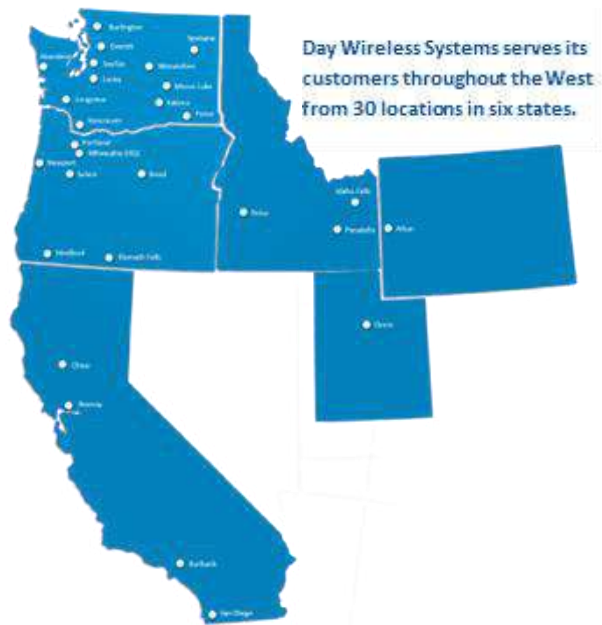
Day Wireless Systems, a DBA of Day Management Corporation, is a premier provider of wireless solutions for voice, data, video and upfitting services. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.

Founded in 1969, the company is based in the Portland, Oregon, area and now operates from 30 locations in six Western States. We have more than 400

employees including nearly 300 technical staff made up of engineers, senior technicians, and skilled installers. Day Wireless is committed to employee self-improvement and provides training opportunities to help our staff earn certifications and advance within our company structure. The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a provider of telephone, cable, and Internet services with operations in Oregon and Nevada.

Day Wireless Systems is one of the largest wireless service organizations in the country and a major provider of the leading brands in wireless system applications. We are one of the largest wireless integrators in the Western United States.

In addition, Day Wireless Systems is a premium vehicle upfitting provider, working with customers in Washington, Oregon, California, and Idaho to provide custom-tailored solutions for your emergency and commercial vehicle builds. Our standardized installation processes and experienced staff ensure that your projects are completed on time, looking great, and at a competitive price. We upfit all types of vehicles for law enforcement, fire, and public works. Including standard patrol vehicles, command vehicles, K-9 transport, communication trailers, surveillance, work trucks, fire units and specialty tactical vehicles.



KEY PERSONNEL RESPONSIBILITIES AND EXPERIENCE

Our Salem shop vehicle upfitting specialists have a wealth of experience to provide the sales, upfitting, and maintenance work needed by the City of Salem. Listed below are our lead personnel that oversee our Salem - Day Wireless Upfitting operation.

TODD COX- UPFITTING BUSINESS DEVELOPMENT MANAGER

Todd's role with at Day Wireless is to be the first point of contact for all customer needs related to vehicle upfitting. Todd is responsible for presenting new technologies, contract compliance, quality control, and most importantly-customer satisfaction.

Todd began his career in the construction industry as an estimator for a guard rail contractor. Soon after, he transitioned into a sales role working for his family's lumber brokerage firm. He spent four years as a Consumer Sales Representative for Bend Broadband, the local cable, telephone, and internet provider. Todd joined Day Wireless as a Field Service Manager for the Bend branch location where he oversaw scheduling, annual revenue goals, project management and sales, and now focuses on Business Development.

Expertise

- Procurement and Business Development
- Public Safety Radio Communications
- Government Compliance
- Radio and Microwave Frequencies
- Grant Funding Applications

Awards, Affiliations, and Certificates

- ETA Certified Service Manager

Education

- Bachelor of Science in Economics –University of Houston

JAMES MONTGOMERY-SERVICE MANAGER

James' role at Day Wireless is client communication and onsite project supervision.

James joined Day Wireless in 2018 as the Salem Shop Service Manager, bringing with him over 30 years of experience in field service management, team building, quality control, and process improvement. James helped with the completion of the construction phase of our Salem shop, growing from about 7,000 square feet to almost 15,000 square feet, while continuing to meet customer needs. Prior to joining Day Wireless, James ran several large field service organizations in Oregon, Washington, Michigan, and most recently in Nevada.

Expertise

- Field Service
- Wireless/VSAT Technology
- Project Management
- Conflict Resolution
- Customer Service

Awards, Affiliations, Certificates

- ETA Certified Service Manager

Education

- Associate of Applied Science in Electronics –ITT Technical Institute
- Bachelor of Science in Business Administration –University of Phoenix

TOBY PADILLA- MOBILE UPFITTING SHOP FOREMAN

Toby's role at Day Wireless is quality control, ensuring all vehicles that go out of the shop meet customer expectations. Toby also acts as a supervisor to the upfitting technical staff and plays a large role in project management and scheduling.

Toby started in the 12-volt industry in 1998, working primarily in car audio. Over the next six years he worked and learned under some of the best installers in the country and has developed an in-depth knowledge of vehicle electronics. Since he moved to the mobile upfitting industry in 2004, he has worked with public safety agencies in Oregon, Washington, California, and Arizona. He worked with Fire, Police, D.O.T., Federal protection, Security and Amber agencies.

While continuing his work with wood and fiberglass he also developed a love for metal fabrication. Over the years he has designed and fabricated many prisoner containment devices, warning racks, customer boxes, consoles, and projects for SWAT. In 2012 Toby joined Day Wireless as Lead Technician and designs the majority of brackets, consoles, fuse panels, window barriers, and other products used in Day Wireless' vehicle upfitting services.

Expertise

- Mobile and 12 Volt Electronics Installation and Maintenance
- Fabrication
- Project Management

Awards, Affiliations, and Certificates

- Icop Vision 20-20
- Panasonic Arbitrator
- Soundoff's Blueprint

RICK MEISE- MOBILE UPFITTING SPECIALIST LEAD

Rick's role at Day Wireless is to provide oversight of each build and ensure installations are completed to the highest standard. Rick will also be in charge of training new technical staff.

Rick has over 15 years of upfitting police vehicles and well over 20 years in general vehicle electronics. Rick is one of our lead specialists, and because of his high attention to detail, he is also responsible for final QA testing on completed vehicles.

Expertise

- Police Vehicle Upfitting
- Vehicle Electronics

Awards, Affiliations, and Certificates

- Emergency Vehicle Technician
- ETA Mobile Upfitting Certification
- Law Enforcement Vehicle Installation

AARON GLASS- MOBILE UPFITTING SPECIALIST

Aaron's role at Day Wireless is equipment installation and technical trainer to the junior installers.

Aaron joined Day Wireless Systems in 2016 and has quickly become a valued member of the upfitting team. He takes great pride in his work and is always looking to improve the quality and efficiency of the jobs he works on. Before he joined Day Wireless, Aaron worked as a delivery driver. He continues to maintain his Class A CDL, which allows him to assist with moving customer vehicles.

Expertise

- Logistics and Planning
- Safety Practices
- Vehicle Upfitting and Customization
- AC & DC Electrical Application

Awards, Affiliations, and Certificates

- Class A CDL
- Forklift
- WatchGuard Certified
- CPR/First Aid and Safety

KIM BUTLER- BUSINESS DEVELOPMENT SUPPORT REPRESENTATIVE

Kim's role at Day Wireless is to assist the Service Manager and Project Manager with scheduling, client communication, and equipment procurement tasks.

Kim joined Day Wireless in Oct 2017 as the Office Administrator where she handled purchasing, invoicing, and inventory management for the Salem shop. In her current role as Business Development Support Representative, she specializes in supporting vehicle upfitting projects. Kim started her career at the Stateman Journal, spending 16 years in various roles including Customer Service Representative, Circulation Systems Manager, and Customer Service Manager. She also spent several years at Highland Laboratories in Mt. Angel as a Sales Support Representative.

Expertise

- Purchasing
- Accounts Payable & Receivable
- Inventory Management

Awards, Affiliations, and Certificates

- ETA Certified Customer Service Specialist

C. REFERENCES

We invite the City to reach out to our references listed below for additional information and their experience partnering with Day Wireless Systems

Darryl Wrisley
dwriskey@ci.oswego.or.us
City of Lake Oswego Police Department
 380 A Avenue
 Lake Oswego, OR 97034
 (503) 635-0234

Jacob Cook
cookjg@jacksoncounty.org
Jackson County Sheriff's Department
 5179 Crater Lake Hwy
 Central Point, OR 97502
 (541) 774-6800

Garret Vanderzanden
Garret.vanderzanden@multco.us
Multnomah County Sheriff's Department (Fleet Services)
 501 SE Hawthorne Blvd Suite 350
 Portland, OR 97214
 (503) 988-3424

John MacIntosh
john_macintosh@co.washington.or.us
Washington County Sheriff's Department (Fleet Services)
 1400 SW Walnut Street MS 50
 Hillsboro, OR 97123
 (503) 846-7702

CITY OF LAKE OSWEGO

Day Wireless has had a long-time relationship with Lake Oswego PD building law enforcement vehicles, providing support for all things related to public safety transportation and communications. Lake Oswego recently required a fleet upgrade to their antiquated in-car video system and called upon Day Wireless to manage and perform the entire fleet system upgrade. Lake Oswego has been one of many satisfied customers over the years and we continue to maintain the relationship with our exceptional quality of work. Lake Oswego remains on the cutting edge implementing modern technology into their fleet and continues to call upon the Day Wireless team for support.

MULTNOMAH COUNTY SHERIFF'S OFFICE

For the Multnomah County Sheriff's Office, we offer bumper-to-bumper outfitting for all law enforcement vehicles. This includes installing all aftermarket equipment necessary for them to deploy tactically, including: console, front/ rear partition, prisoner seat, K9 systems, cargo area vaults, weapons mounts, PC mount/ dock, exterior lighting package, tint, push bumper/ PIT bars, ballistic door panels, modems, GPS, mobile radios, portable radio chargers, flashlights, and lighting/ siren controllers.

WASHINGTON COUNTY

We perform upfitting services for as many as 30 Washington County Sheriff's Office vehicles per year. Washington County provides very strict install instructions that our team is expected to follow with precision. The Day Wireless upfitting team works very closely with Washington County to coordinate equipment drop ship dates, vehicle transport, and installation scheduling.

JACKSON COUNTY

We currently have an ongoing contract with Jackson County to build ten to 20 police vehicles per year. Jackson County's vehicle fleet is one of the most state-of-the-art fleets in the state, utilizing cutting edge technology such as license plate readers, onboard camera systems, vehicular repeater systems, and BluePrint Sync light controller.

D. FACILITY



Customers throughout the Salem Metro area, Northern Willamette Valley, and Coastal Communities from Lincoln County to Coos County are supported by our area service center.

Our Salem shop is home to our manufacturing facilities where team members regularly design specialized consoles, faceplates, light brackets, trunk organizers and other items used to tailor government and public service vehicles to their specialized uses. We are staffed and able to provide full vehicle set-ups, from new vehicle to fully-kitted patrol car.



Day Wireless Vehicle Upfit Facility in Salem, OR

Our 6,000 square foot indoor upfitting facility has five 14 foot roll-up doors and three 60 foot long bays allowing for large 45 foot fire apparatus to be worked on and maneuvered indoors. Our fenced 0.84-acre outdoor lot can handle up to 75 vehicles of all sizes for staging, if necessary. Our large lot provides us with enough space to maneuver all types of vehicles ranging from 45 foot Fire Ladder trucks to large construction equipment. Our facility is also monitored by a newly installed state of the art Avigilon camera system. Security for customer vehicles is provided by an eight-foot chain-link fence with razor wire and 24/7 central station monitoring. Our Salem location is also home to our in-house fabrication room, capable of cutting, welding, and bending up to 16g steel. With over 60 vehicle upfitting technicians assigned to the Oregon area, we have one of the largest pools of trained specialists available to meet the needs of the City of Salem.





We have experience with wood, fiberglass and plastic construction, and our facility and team also regularly install and design various wiring solutions including: AC/DC, UHF, VHF, WLAN, Cellular, and networking. We are trained and equipped to perform upfitting and wiring work on Salem vehicles in full compliance with the practices outlined in RFP #223044.



E. FEE PROPOSAL

- Total number of hours for “Standard Vehicle Build”
 - (40) total man hours to complete the “Standard Vehicle Build”
- Cost of Equipment for “Standard Vehicle Build”
 - \$14,751.33 total equipment cost for the “Standard Vehicle Build”
- Total number of labor hours to pick up/drop off vehicle
 - (0) man hours to drop off and pick up vehicles from the City shops
- Classifications and hourly rates for each employee –
 - Shop Manager - \$80/hour
 - Project Manager - \$80/hour
 - Mobile Upfitting Shop Foreman - \$80/hour
 - Mobile Upfitting Specialist Lead - \$80/hour
 - Mobile Upfitting Specialist - \$80/hour
 - Mobile Upfitting Junior Installer/technician - \$80/hour
- Number of employees typically assigned to each vehicle
 - Three to ten employees assigned to each build at one time.

Shop labor rates for fabrication and other services Day Wireless provides:

Other Services	Rate
1. Journeyman, per hour regular time (Radio Technician)	\$160.00
2. Apprentice/trainee, per hour (Radio Technician)	\$140.00
3. Travel	\$140.00
4. Journeyman, per hour -After hours and Holidays (Radio Technician)	\$240.00
5. Apprentice/Training per hour- After hours and Holidays (Radio Technician)	\$210.00
6. Travel	\$210.00
7. Electrical Journeyman	\$140.00
8. Electrical Apprentice	\$80.00
9. Senior Technician	\$130.00
10. System Technician	\$150.00
11. IT Technician	\$150.00
12. NG911 Technician	\$150.00
13. Senior Upfit Technician	\$80.00
14. Upfit Technician	\$80.00
15. Materials	10-30% off MSRP
16. Das Services and Consultation	\$150.00
17. Electrical Journeyman- After Hours and Holidays	\$210.00

18. Electrical Apprentice- After Hours and Holidays	\$120.00
19. Senior Technician-After Hours and Holidays	\$195.00
20. System Technician -After Hours and Holidays	\$225.00
21. IT Technician- After Hours and Holidays	\$225.00
22. NG911 Technician- After Hours and Holidays	\$225.00
23. Senior Upfit Technician – After Hours and Holidays	\$120.00
24. Upfit Technician- After Hours and Holidays	\$120.00
25. Materials	10-30% off MSRP
26. DAS Services and Consultation - After Hours and Holidays	\$225.00

Equipment Markup

- All installed upfitting materials mark-up ranges from 5% - 30%

Unit pricing for all equipment listed in Section 2: Scope of Requested Services:

Qty	Item Description	Cost
1	2.1 - Standard Vehicle Equipment, Installation and Setup - all equipment is to be installed to City of Salem required specification. City may furnish new and/or used equipment salvaged from City vehicles for re-installation.	\$ -
1	2.2 - Wiring and Mounting Hardware - misc. equipment and shop supplies	\$ 187.50
1	2.3 - Whelen (SA315) or Equivalent Siren Speaker	\$ 122.50
1	2.4 - SoundOff (ETHFSS-FV)Headlight Flasher *part no longer needed in the 2022 Ford Explorer	\$ 42.02
1	2.5 - SoundOff Front Headlight Housing Blue LED (ENFRMS1B) *no longer needed in the 2022 PIU	\$ 59.85
1	2.5 - SoundOff Front Headlight Housing Red LED (ENFRMS1R) *no longer needed in the 2022 PIU	\$ 59.85
2	2.5 - SoundOff Reverse Light Housing Insert Blue (ELUC3H010B)	\$ 147.00
1	2.5 - SoundOff Rear Tail Light Flasher (ETFBSN-P)	\$ 40.38
1	2.7 - Sharkee Antenna (IN1909)	\$ 200.02
1	2.7 - Sharkee Antenna (IN1907)	\$ 195.48
1	2.8 - Salem PD Console - 14" Console Space	\$ 510.27
1	2.9 - Floor Plate - *Not Needed	\$ -
1	2.10 - Mobile Data Computer (MDC) Customer provided MDC and MDC Dock, install necessary equipment power supplies if the city decides to change modems	\$ -
1	2.11 - PB450L Push Bumper (BK2044ITU20)	\$ 898.75
1	2.11 - PB5 PB400 Fender Wraps (FK0400ITU20)	\$ 438.72
1	2.12 - MDC Modem - Sierra Wireless MP70	\$ 896.07
1	2.13 - Close to Dash Mount with Extension Arm (Gamber Johnson 7160-1346-01)	\$ 301.25
1	2.13 - Whelen Cencom Saphire 2pc Face Plate (7140-1037)	\$ 26.40
1	2.13 - APX Radio Face Plate (7140-1034)	\$ 29.82
1	2.15 - Cup Holder in Console	\$ 48.13

1	2.16 - Arm Rest - Mount to Backside of Console	\$ 24.38
1	2.17 - Whelen Cencom Saphire Siren System (CCSRNT36)	\$ 992.67
1	2.18 - Pelican Flashlight (8060)	\$ 171.85
1	2.19 - Park Kill Module (WPKM1)	\$ 44.67
2	2.20 - 12V Power Supply Light Adapter (425-2273)	\$ 16.98
1	2.21 - Interior Dome Light (ECVDMLTAL00)	\$ 54.15
1	2.22 - 6XL Poly Partition, Tall Man (PK1138ITU20TM)	\$ 629.22
1	2.23 - Gun Lock and Mount (GK10271UXLHKSVSCA)	\$ 259.09
1	2.24 - Rear Partition and Replacement Seat w/Center Pull Seatbelts (Poly Rear Window) (QK0566ITU20)	\$ 1,203.30
1	2.25 - Rear Prisoner Partition (Included in 2.24)	\$ -
2	2.26 - Rear Hatch LED Red/Blue - Flush Mount (EMPS2STS4J)	\$ 206.16
1	2.27 - Roof Mounted 55" LED Lightbar - SoundOff Mpower	\$ 1,860.00
2	2.28 - Tahoe or SUV Side Lights - Nforce LED Red/Blue (ENFSGS1J)	\$ 223.26
1	2.28 - Under Mirror Intersector Side Lights (Blue) (ENT2B3B)	\$ 156.28
1	2.28 - Under Mirror Intersector Side Lights (Red) (ENT2B3R)	\$ 156.28
1	2.29 - Rear Traffic Advisor - Installed in Rear Window (ENFTCDGS1208)	\$ 589.48
1	2.30 - Super Relay Power Distribution	\$ 687.50
1	2.30 - Super Relay Mounting Bracket	\$ -
1	2.31 - Scanner Speaker - Remote mount 7.5 Watts	\$ 63.17
1	2.32 - Disable Door Openers and Windows if not done by factory	\$ -
5	2.33 - Break & Back Up Light Kill - Relay *wire into the main controller	\$ 30.75
1	2.33 - Break & Back Up Light Kill - Relay Bracket	\$ 26.88
1	2.34 - Poly Window Bars (WK059ITU20)	\$ 266.97
1	2.34 - TPO Plastic Door Covers (DK0100ITU20)	\$ 243.34
1	2.35 - Power Tamer - *included in 2.30	\$ -
1	2.36 - SETINA Rear Cargo Storage (TK0230ITU20)	\$ 1,361.59
1	2.36 - SETINA Rear Cargo Storage (TPA9289)	\$ 307.12
1	2.37 - Patrol Vehicle Graphics	\$ 638.89
1	2.37 - Patrol Vehicle Graphics Install	\$ 333.34
1	2.38 - Warranty and Inventory Requirements - For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.	\$ -

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/4/2022	JEFFERSON COUNTY ROTARY	Cherry Tree Rotary Tickets - Brent Schulke to reimburse \$65	141.18
5/5/2022	CHEVRON 0210224	Chevron - Car Wash VEH#1401	12.99
5/23/2022	CHEVRON 0210224	Chevron - Car Wash VEH# 1401	12.99
4/26/2022	GARY GRUNER CHEVROLET	GARY GRUNNER - VEH # 1502 Oil Change	205.71
5/22/2022	CHEVRON 0210224	CIRCLE K - CAR WASH VEH #1502	7.99
5/20/2022	AUTOZONE 5961	AUTOZONE- AIR FRESHNERS	6.99
4/26/2022	AMAZON.COM*1O9JN5S02 AMZN	AMAZON - HEARING PROTECTION RANGE	183.42
5/2/2022	TRASHBILLING.COM CC	Madras Sanitary -March 2022	102.31
5/2/2022	JUNIPER PAPER&SUPPLY	Juniper Paper - TP. Paper towels etc	179.52
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - PO #12386 I#18064	1,508.90
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - I#18066	261.50
5/2/2022	CENTRAL OREGON HEAT	Central Oregon Heating and cooling-Scheduled Maintenance	911.00
5/2/2022	CENTRAL OREGON HEAT	Central Oregon Heating and cooling- HVAC	87.00
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	462.98
5/9/2022	ELITE ELECTRIC. LLC	Elite Electric - #17655	200.00
5/2/2022	MISSION LINEN	Mission Linen - mat service @ CH	38.64
5/24/2022	MISSION LINEN	Mission Linen - mat service @ CH	38.63
5/5/2022	CITY OF MADRAS	City of Madras - April water	34.13
5/7/2022	STAPLES DIRECT	STAPLES -OFFICE SUPPLIES	61.95
5/7/2022	ULINE *SHIP SUPPLIES	ULINE - Evidence Supplies	1,239.46
5/12/2022	ULINE *SHIP SUPPLIES	ULINE - Evidence Supplies	142.79
4/25/2022	POSITIVE PROMOTIONS	POSITIVE PROMOTIONS - SCHOOL KIDS GIFT PACKAGES	575.12
4/29/2022	AMAZON PRIME*1QOIS1NFO	AMAZON - PRIME MEMBERSHIP	14.99
5/6/2022	TREASURE VALLEY COFFEE	TREASURE VALLEY COFFEE - PD COFFEE SUPPLIES	318.20
5/16/2022	MADRAS MINI STORAGE	MADRAS MINI STORAGE - MONTHLY PD STORAGE	89.00
5/18/2022	AMZN MKTP US*1L56U3550	AMAZON - KIDS BRACELETS SCHOOL EVENT	137.94
5/19/2022	STRIVE	Strive- Office Supplies L7	85.96
5/1/2022	MOUNTAINVIEWRV&MINISTOR	MTN VIEW STORAGE- MONTHLY PD STORAGE	95.00
5/2/2022	ANADYNE	Anadyne - Hearing Tests	609.55
4/26/2022	SAFEWAY #1629	SAFEWAY - MEAL FOR TRAINING	10.70
4/29/2022	AIRBNB HMPKQMYF33	AIR BNB - HOUSE RENTAL FOR TRAINING	1,040.56
4/29/2022	JOHN E. REID & ASSOCIA	JOHN REID ASSOCIATES - REID INTERVIEWING SCHOOL L7/L3	1,200.00
5/9/2022	OYO-BOOKING-221925983	OYO HOTELS - Hotel for Training L7	119.88
5/23/2022	LOVE'S #795	LOVES- FUEL TRAINING CAR	85.90
5/16/2022	BEST WESTERN SANDY INN	BEST WESTERN- Hotel Room	187.71
5/16/2022	BEST WESTERN SANDY INN	BEST WESTERN- Hotel Room	187.71
5/22/2022	FERRIS WHEELERS BACKYARD	Ferris Wheelers Backyard - DALLAS TEXAS- TRAINING L1	21.15
5/23/2022	UBER TRIP	Uber - DALLAS TEXAS- TRAINING L1	38.01
5/22/2022	ALASKA AIR 0272138885504	Alaska Air - DALLAS TEXAS- TRAINING L1	30.00
5/22/2022	CAFFE D'ARTE	Caffe D'arte - DALLAS TEXAS- TRAINING L1	19.60
5/23/2022	UBER TRIP	Uber - DALLAS TEXAS- TRAINING L1	21.86
5/23/2022	THE MEXICAN LOC 1 DA	The Mexican - DALLAS TEXAS- TRAINING L1	49.71
5/24/2022	UBER TRIP	Uber - DALLAS TEXAS- TRAINING L1	29.91
5/23/2022	DICKEYS TX025B	Dickey's - DALLAS TEXAS- TRAINING L1	18.21
5/24/2022	FARROKH9@GMAIL.COM	FarroKH9 - DALLAS TEXAS- TRAINING L1	14.88
5/23/2022	OR SHERIFFS ASSOCIATION	OREGON SHERIFF'S ASSOCIATION - OLERA RECORDS CONFERENCE	300.00
5/3/2022	MAIL COPIES & MORE	MAIL COPIES AND MORE - SHIPPING EVIDENCE	16.00

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/26/2022	ABBYS LEGENDARY PIZZA	ABBYS- MEAL MAJOR INVESTIGATIONS	93.89
4/25/2022	MAIL COPIES & MORE	MAIL COPIES AND MORE - SHIPPING EVIDENCE	14.59
5/20/2022	MAIL COPIES & MORE	MAIL COPIES AND MORE- SHIPPING EVIDENCE	14.18
4/28/2022	PHILS ACE HARDWARE - MADR	ACE Hardware - pavement marking paint	31.96
5/6/2022	GRAINGER	Grainger - Squeegees blades for crack sealing	178.25
5/12/2022	MADRAS MARINE	Madras Marine - Parts for pavement saw water system	20.10
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - I#18062	2,500.00
5/4/2022	CENTRAL ELECTRIC COO INC	Central Electric - April 2022	244.65
5/5/2022	CITY OF MADRAS	City of Madras - April water	198.04
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	310.86
5/4/2022	RANCH COUNTRY OUTHOUSES	Ranch Country Outhouses - 3/26/2022-4/30/2022	150.00
5/4/2022	CENTRAL ELECTRIC COO INC	Central Electric - April 2022	60.84
5/5/2022	CITY OF MADRAS	City of Madras - April water	455.13
4/25/2022	PHILS ACE HARDWARE - MADR	Ace Hardware solenoid & sprinklers	175.80
5/5/2022	PHILS ACE HARDWARE - MADR	Ace Hardware- spry paint, spool, pad lock	103.87
5/16/2022	THOMPSON PUMP AND IRRIGAT	Thompson Pump- Splash Park Oring	150.35
5/16/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Spool line	62.99
5/16/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Sprinklers popups	44.97
5/18/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Spry Paint	50.92
5/23/2022	HD FOWLER REDMOND	HD Fowler - Part Circle Sprinklers	544.80
5/23/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - pvc couplers & bushings	15.95
5/23/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Sprinklers popups	89.94
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	183.85
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	682.56
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	143.89
5/10/2022	WILBUR ELLIS MADRAS	Wilbur Ellis - spray chemical	167.65
5/4/2022	TERMINIX	Terminix-#194415	270.00
5/19/2022	SIMPLISAFE	Simplisafe - Security System @ DPGC - May 2022	27.99
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	140.62
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	37.55
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	209.60
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	46.69
5/24/2022	DTV*DIRECTV SERVICE	Direct TV-5/10/2022-6/9/2022	119.98
5/24/2022	CARL'S GOLFLAND INC	Carl's Golfland - gloves	215.10
4/29/2022	AMZN MKTP US*1Q87603S0 AM	Amazon - Swedish Danish	32.90
5/10/2022	SAFEWAY #1960	Safeway - Gatorade	27.16
5/17/2022	AMZN MKTP US*1R3IM2QK1	Amazon - m&m candy	44.99
5/18/2022	AMAZON.COM*1L26R4HP0 AMZN	Amazon - Snickers	34.75
5/18/2022	AMZN MKTP US*1R4LF2SN1	Amazon - breakfast danish	36.99
5/18/2022	AMZN MKTP US*1L1T38802	Amazon - butter biscuits	38.33
5/19/2022	AMZN MKTP US*1R1AQ5RG1	Amazon - Twix	35.65
5/19/2022	AMZN MKTP US*1L7GZ1S70	Amazon - chips	25.90
5/4/2022	TREASURE VALLEY COFFEE	Treasure Valley Coffee- Coffee supplies	90.80
4/28/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Cleaning Supplies	21.96
4/28/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Irr. fittings	45.94
4/28/2022	TURF STAR INC	Turf Star - Freight	23.34
4/28/2022	TURF STAR INC	turfstar - pull arm assembly	112.84

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/2/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Irr. fittings	126.93
5/5/2022	MADRAS MARINE	Madras Marine - Chainsaw Chains	72.38
5/11/2022	WILBUR ELLIS MADRAS	Wilbue Ellis - 25-3-10 fertilizer	4,217.47
5/11/2022	WILBUR ELLIS MADRAS	Wilbur Ellis - Speedzone	459.16
5/17/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - gloves	24.99
5/20/2022	LES SCHWAB #0013	Les Schwab - Tire mount dismount	9.99
5/23/2022	LES SCHWAB #0013	Les Schwab - Tire mount dismount	9.99
5/23/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - Irr. fittings	18.65
5/23/2022	TURF STAR INC	Turf Star - mower roller	406.00
5/23/2022	TURF STAR INC	Turf Star - Freight	19.70
5/6/2022	EDGE ANALYTICAL CORVALLIS	edge analytical-drinking water samples	188.00
5/19/2022	EDGE ANALYTICAL INC	edge analytical-drinking water samples	188.00
5/2/2022	PHILS ACE HARDWARE - MADR	Ace - flashlight for work truck	24.99
5/18/2022	AMZN MKTP US*1L55Q0QY2	Amazon - Stainless parts for mixer	67.45
5/18/2022	BEND RIGGING SUPPLY	Bend Rigging - parts for mixer	314.40
5/18/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Mounting parts for north plant Chlorine analyzer	12.24
5/4/2022	USA BLUE BOOK	USA Bluebook-#945014	577.58
5/4/2022	CONS SUPPLY BEND	Consolidated Supply - Hydrant parts	509.17
5/23/2022	BADGER METER INC	Badger Meters- endpoint	10.23
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	161.86
5/11/2022	MISSION LINEN	Mission Linen - mat service @ SWWTP	22.82
5/24/2022	MISSION LINEN	Mission Linen - mat service @ SWWTP	22.82
5/23/2022	AMZN MKTP US*1R7NR8AT2	Amazon - Sprinkler time clock for South Plant	124.16
5/6/2022	EDGE ANALYTICAL	Edge Analytical- lab testing	100.00
5/6/2022	EDGE ANALYTICAL	Edge Analytical- lab testing	200.00
5/6/2022	EDGE ANALYTICAL	Edge Analytical- lab testing	100.00
5/16/2022	EDGE ANALYTICAL	Edge Analytical- lab testing	273.00
5/16/2022	EDGE ANALYTICAL	Edge Analytical- lab testing	100.00
5/4/2022	CENTRAL ELECTRIC COO INC	Central Electric - April 2022	2,899.27
5/5/2022	CITY OF MADRAS	City of Madras - April water	134.00
5/5/2022	USA BLUE BOOK	USA Bluebook - lab thermometer	99.30
5/9/2022	PHILS ACE HARDWARE - MADR	Ace - North Plant tool bag	239.86
5/9/2022	PHILS ACE HARDWARE - MADR	Ace- truck tools	106.12
5/12/2022	BAXTER AUTO PARTS	Baxter Auto - absorbent North Plant	12.99
5/20/2022	PHILS ACE HARDWARE - MADR	Ace - Batteries for locator	11.99
4/29/2022	N&S TRACTOR MADRAS	N&S Tractor - pressure gauge and teflon tape	12.41
5/9/2022	PHILS ACE HARDWARE - MADR	Ace hardware - pvc fittings	25.17
5/10/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - zip ties and side cutters	49.47
5/10/2022	N&S TRACTOR MADRAS	N&S Tractor - loop hoe for weeding	31.17
5/19/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - weed eater line	13.99
5/21/2022	PAULA LOPEZ	Paula Blooming Petunias - flower pots for SWWTP	136.00
5/2/2022	COVE ELECTRIC	Cove Electric- Demers: connected backup generator	50.00
5/2/2022	COVE ELECTRIC	Cove Electric-i#4242	654.59
5/6/2022	USA BLUE BOOK	USA Bluebook - #964572	1,948.67
5/23/2022	NORCO INC	Norco - Cylinder rent 4/1/2022-4/30/22	47.70
4/28/2022	USA BLUE BOOK	USA BLUEBOOK - Stir Ball for chlorine analyzer N.Plant	24.62
5/5/2022	PHILS ACE HARDWARE - MADR	ACE HARDWARE - Gloves , Nuts and Bolts	8.29

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/10/2022	USA BLUE BOOK	USA BLUE BOOK - Locate paint	203.16
5/12/2022	PHILS ACE HARDWARE - MADR	ACE HARDWARE - Clean out cap	11.98
5/18/2022	PHILS ACE HARDWARE - MADR	ACE HARDWARE - Adaptors for chlorine pump line	10.98
5/18/2022	PHILS ACE HARDWARE - MADR	ACE HARDWARE - Clean out cap	17.97
5/20/2022	PHILS ACE HARDWARE - MADR	ACE HARDWARE - 2 CYCLE ENGINE OIL	9.99
4/25/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - bioxide	9.78
5/2/2022	N&S TRACTOR MADRAS	N&S Tractor - Pressure Gauge Storage Pressure relief valve	3.77
5/4/2022	MICROSOFT*STORE	Microsoft - Excel for SCADA machine	159.99
5/4/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Airline Repair NWWTF	26.94
5/6/2022	PHILS ACE HARDWARE - MADR	Phil's Ace Hardware - Bolts for SWWTF	1.75
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #236699 Planning file no. TA-22-1	774.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #240654 AP-22-1	102.00
4/27/2022	PEPES MEXICAN RESTAURANT	Pepes - Nick and Jeff working dinner planning commission	36.90
5/4/2022	PEPES MEXICAN RESTAURANT	Pepes - Nick and Jeff working dinner planning commission	36.90
5/18/2022	PEPES MEXICAN RESTAURANT	Pepe's - Nick and Jeff working dinner planning commission	27.00
4/26/2022	MAZATLANMEXICANRESTAURA	Mazatlan - Rotary Club lunch	10.00
4/26/2022	SUSHI AKIRA	Sushi Akira - Council meeting preparation & coordination meal	19.45
5/3/2022	MAZATLANMEXICANRESTAURA	Mazatlan - Rotary Club lunch	10.00
5/13/2022	BLACK BEAR DINER MADRAS	Black Bear Diner - Coordination mtg. w. John Southgate on Industrial Bldg. Grants	31.08
5/24/2022	PEPES MEXICAN RESTAURANT	Pepe's - Middle Housing CC Hearing Prep Meal	36.90
5/13/2022	AMZN MKTP US*139B13Y00	Amazon - Office supplies high quality paper and clips	45.94
5/2/2022	CDW GOVT #W687683	CDW - Battery Back Ups	445.68
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	241.78
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - PO #12385 I#18065	3,641.74
5/2/2022	MISSION LINEN	Mission Linen - mat service @ airport	23.73
5/11/2022	MISSION LINEN	Mission Linen - mat service @ Airport	23.73
5/19/2022	AMZN MKTP US*1L8SR4DQ0	Amazon - Solar bracket for Airport Wind sock	54.99
5/19/2022	AMZN MKTP US*1R4O07RN1	Amazon - Solar kit for Airport wind sock	139.99
5/19/2022	AMZN MKTP US*1L4DB89B2	Amazon - Storage box for Airport wind sock	96.99
5/22/2022	AMZN MKTP US*1X5Q49J51	Amazon - LED lights for Airport wind sock	87.98
5/13/2022	MADRAS COMPUTERS LLC	Madras Computers - Power supply for the AWOS computer	81.00
5/3/2022	WILBUR ELLIS MADRAS	Wilbur Ellis - Runway Fertilizer	1,687.83
5/5/2022	MID CITY	Mid City - Forklift Propane	61.00
5/18/2022	TREASURE VALLEY COFFEE	Treasure Valley Coffee - Coffee Supplies	289.50
5/23/2022	QT PETROLEUM ON DEMAN	QT Pod Petroleum on Demand 6/1/2022-5/31/2023	1,425.00
5/4/2022	CENTRAL ELECTRIC COO INC	Central Electric - April 2022	30.42
5/5/2022	CITY OF MADRAS	City of Madras - April water	134.00
4/25/2022	CASELLE	Caselle - Contract Support/Maintenance - May 2022	1,538.00
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	87.50
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	199.00
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	15.91
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	111.36
5/2/2022	BEND BROADBAND	Bend Broadband - May 2022	101.50
5/2/2022	BEND BROADBAND	Bend Broadband - May 2022	10.26
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	135.22
5/23/2022	BEND BROADBAND	BEND BROADBAND - MONTHLY PD INTERNET	396.00
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	398.00

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/28/2022	SURELINE BROADBAND	Sureline Broadband - May 2022	199.00
5/24/2022	BENDEL	Bend Tel-May 2022	424.34
5/24/2022	BENDEL	Bend Tel-May 2022	238.16
5/24/2022	BENDEL	Bend Tel-May 2022	93.15
5/24/2022	BENDEL	Bend Tel-May 2022	359.74
5/24/2022	BENDEL	Bend Tel-May 2022	93.18
5/23/2022	VERIZON	Verizon - PW cell phones 4/4-5/3/22	767.40
5/24/2022	BENDEL	Bend Tel-May 2022	424.36
5/15/2022	VERIZON	VERIZON WIRELESS - MONTHLY PD CELL PHONES	558.09
5/24/2022	BENDEL	Bend Tel-May 2022	151.04
5/20/2022	ERICKSONS THRIFTWAY	Erickson's Thriftway - Groceries/Supplies (reimbursed to City)	75.81
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary -March 2022	102.31
5/2/2022	JUNIPER PAPER&SUPPLY	Juniper Paper - TP. Paper towels etc	-
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - PO #12386 I#18064	1,508.90
5/2/2022	ELITE ELECTRIC. LLC	Elite Electric - I#18066	261.50
5/2/2022	CENTRAL OREGON HEAT	Central Oregon Heating and cooling- Scheduled Maintenance	911.00
5/2/2022	CENTRAL OREGON HEAT	Central Oregon Heating and cooling- HVAC	87.00
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary April 2022	462.98
5/9/2022	ELITE ELECTRIC. LLC	Elite Electric - #17708	200.00
5/2/2022	MISSION LINEN	Mission Linen - mat service @ CH	38.63
5/24/2022	MISSION LINEN	Mission Linen - mat service @ CH	38.64
4/27/2022	BLACK BEAR DINER MADRAS	Black Bear Diner - Working Lunch	54.88
5/4/2022	SAFEWAY #1960	Safeway - Meeting Refreshments	1.61
5/17/2022	SAFEWAY #1960	Safeway - Meeting Refreshments	80.73
5/18/2022	SAFEWAY #1960	Safeway - Meeting Refreshments	12.60
5/18/2022	SAFEWAY #1960	Safeway - Meeting Refreshments	10.63
5/24/2022	PAPA MURPHY'S OR120	Papa Murphy's - Council Meeting Refreshments	44.55
5/5/2022	CITY OF MADRAS	City of Madras - April water	34.14
5/17/2022	ZOOM.US 888-799-9666	Zoom - online meeting platform	110.00
4/26/2022	BLACK BEAR DINER MADRAS	Black Bear Diner-Finance team lunch	80.35
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media-#238136 Chamber Directory	350.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #238444 City Budget Meeting	78.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #238450 City Budget meeting	72.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #238470- Supplemental Budget Meeting	192.00
5/24/2022	BLACK BEAR DINER MADRAS	Black Bear Dinner- Kristal meal for late meeting	15.86
4/27/2022	SAFEWAY #1960	Safeway - EE Appreciation Finance Team flowers	112.97
5/6/2022	TREASURE VALLEY COFFEE	Treasure Valley Coffee- Coffee supplies	42.50
5/10/2022	PAMPLIN MEDIA GROUP	Pamplin Media - subscription renewal Burril	44.00
5/10/2022	STAPLES 00108035	Staples- office chair for Connie	259.99
5/5/2022	MAIL COPIES & MORE	Mail Copies and More - office supplies	7.50
5/24/2022	AMZN MKTP US*1R8G07PN2	Amazon - office supplies	183.09
5/25/2022	AMZN MKTP US*1R4BH4512	Amazon - office supplies	54.91
4/26/2022	SAFEWAY #1960	Safeway - Employee Recognition to HR/Admin. Director - Prof. Administrative Professional's Day	45.95
5/4/2022	AMZN MKTP US*133GS0UF1	Amazon-Coffee, Pens, & Sticky Notes	144.73
5/11/2022	BUYREGISTERROLLS	Buyregisterrolls.com - for Front Desk register	117.99
5/2/2022	MADRAS SANITARY SERVICE	Madras Sanitary March 2022	209.60
5/6/2022	MADRAS SANITARY SERVICE	Madras Sanitary- April 2022	209.60

US Bank Purchase Cards

May 2022

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/24/2022	ADT SECURITY*028305622	ADT-May June July 2022	170.07
5/24/2022	MISSION LINEN	Mission Linen - mat service @ PW	92.23
5/3/2022	SIMPLISAFE	Simplisafe - Security System @ Parks Office - May 2022	27.99
5/3/2022	AMZN MKTP US*1Q6ZD2T2	Amazon - Gas leak detector	32.99
5/5/2022	CITY OF MADRAS	City of Madras - April water	405.48
5/3/2022	ERICKSONS THRIFTWAY	Thriftway-training preparations	17.98
5/9/2022	OR DEPT OF AGRICULTURE	OR DEPT OF AGRICULTURE - ROW weed test	58.00
5/17/2022	OR DEPT OF AGRICULTURE	OR DEPT OF AGRICULTURE - ROW spray license for weeds	50.00
5/5/2022	OR DEPT OF AGRICULTURE	OR DEPT OF AGRICULTURE - laws and safety test	58.00
5/2/2022	ANADYNE	Anadyne - Hearing Tests	838.20
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media- #238332 Public Works job posting	150.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media-#238823 Job listing	100.00
5/4/2022	PAMPLIN MEDIA GROUP	Pamplin Media #238327 Public Works job posting	150.00
5/11/2022	H.A. MCCOY ENGINEERING	HA McCoy-Interim Public Works Director	8,120.00
4/25/2022	APWA - WORK ZONE	American Public Works Assoc - PW Director Position Job Ads	525.00
4/25/2022	PAYPAL *SGR	SGR, Inc - PW Director Position Job Ads	375.00
4/25/2022	THE BULLETIN	Bend Bulletin - Open Position Job Ads	40.20
4/26/2022	LOC LEAGUE OF OREGON C	LOC - Job Board/PW Job Postings	40.00
5/18/2022	LINKEDIN 6938581266	LinkedIn - Open Position Job Ads	500.73
5/24/2022	LINKEDIN-696*1638666	LinkedIn - Open Position Job Ads	48.00
4/25/2022	OR DEPT OF AGRICULTURE	OR Department of Agriculture - Pesticide test	58.00
5/17/2022	OR DEPT OF AGRICULTURE	OR Dept of Ag Pesticide - Applicators License	50.00
5/4/2022	PHILS ACE HARDWARE - MADR	Ace-cleaning gear	12.47
5/12/2022	AMZN MKTP US*1335Q5UG2	Amazon - pens for Public Works	8.44
5/12/2022	AMZN MKTP US*133L779N0	Amazon - file folders, note pad, sticky notes	27.33
5/12/2022	AMZN MKTP US*130UV8UO2	Amazon - Pens and refills Public Works	11.07
5/11/2022	H.A. MCCOY ENGINEERING	HA McCoy- General Surveying	220.00
5/11/2022	H.A. MCCOY ENGINEERING	HA McCoy - Brush Lane Sewer Project	700.00
5/10/2022	N&S TRACTOR MADRAS	N&S Tractor - Muck boots	123.69
5/23/2022	BIMART 654 MADRAS	Bimart - straw hat	19.97
5/3/2022	PHILS ACE HARDWARE - MADR	Ace Hardware - ppe	19.97
4/28/2022	AMZN MKTP US*1O1P68Y80	Amazon - parts	84.68
4/28/2022	AMZN MKTP US*1327B8C61	Amazon - parts	44.39
4/28/2022	N&S TRACTOR MADRAS	N&S Tractor - sight glass	129.13
4/29/2022	BAXTER AUTO PARTS	Baxter Auto Parts - shop stock and parts	333.16
5/4/2022	N&S TRACTOR MADRAS	N&S Tractor - for spraying	35.90
5/4/2022	N&S TRACTOR MADRAS	N&S Tractor - for spraying	10.41
5/6/2022	BAXTER AUTO PARTS	Baxter Auto Parts - shop stock and parts	234.72
5/10/2022	N&S TRACTOR MADRAS	N&S Ttractor - for spraying	5.14
5/12/2022	BAXTER AUTO PARTS	Baxter Auto Parts - shop stock and parts	269.73
5/19/2022	AMZN MKTP US*1L6LL99F2 AM	Amazon - parts	17.95
5/20/2022	LAWSON PRODUCTS	Lawson - boxes	193.99
5/23/2022	KENDALL FORD LINCOLN MAZD	Kendall Ford - gear box	650.63
4/29/2022	MADRAS TIRE FACTORY	Madras Tire Factory - tires for #151	1,422.88
5/16/2022	MADRAS TIRE FACTORY	Madras Tire Factory - tires and a rim	1,852.44

CITY TOTAL \$ 75,300.29

DISBURSEMENTS LIST - June 2022

For Council Review and Approval

101-106	General Fund - Police	87,696.10
204	Transportations Operations Fund	366,217.80
205	Community Clean-up Fund	574.69
206	Parks Fund	49,531.73
207	Tourism/Economic Development	19,793.32
502	Water Operations Fund	56,668.20
503	Wastewater Operations Fund	120,357.52
505	Community Development Fund	8,352.52
509	Airport Operations Fund	179,484.43
704	MRC Project Fund	72.00
801	Internal Services Fund-Information Technology	25,066.45
802	Internal Services Fund-Central Services	24,462.73
803	Internal Services Fund-Public Works Staff	77,468.41
999	Treasurer's Cash-Customer Refunds	491.89

GRAND TOTAL **1,016,237.79**

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

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

Check Issue Date	Payee	Description	Check Amount
06/14/2022	Marcum & Sons LLC	J Street Bridge Expansion Project	174,377.03
06/14/2022	Marcum & Sons LLC	J Street Bridge Expansion Project	169,699.00
06/04/2022	Ascent Aviation Group Inc	9047g 100LL	55,355.68 M
06/28/2022	J&S CONSTRUCTION AND EXCAVATION LLC	Brush Lane sewer project	49,385.65
06/24/2022	Ascent Aviation Group Inc	9446g Jet A Fuel	46,417.57 M
06/04/2022	Ascent Aviation Group Inc	9056g Jet A Fuel	41,330.34 M
06/08/2022	BLRB Architects, p.s.	Madras warming shelter	39,805.70
06/28/2022	Triple C Contracting	DPGC Cart Barn - Progress pmt #1	31,000.00
06/14/2022	McKenzie Cascade Heavy Excavation	Waterline distribution project - CDBG IA2108	26,757.50
06/14/2022	CASCADE COLUMBIA DISTRIBUTION	Bulk Aluminum Chlorohydrate (47980 lbs)	25,358.44
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	21,102.45
06/10/2022	MID OREGON PERSONNEL SERVICES, INC.	Parks temps week of 5/25/22	15,373.89 M
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	14,735.54 M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	14,430.55
06/14/2022	BERG AIR, LLC	Berg Air commissions due-May 2022	14,309.35
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	13,826.17 M
06/03/2022	JEFFERSON COUNTY SHERIFF	Dispatch Fees - June 2022	11,444.88
06/28/2022	KIDS CLUB OF JEFFERSON COUNTY	FY 21-22 Community Grant Funding	9,698.31
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	8,634.33 M
06/08/2022	US Bank	CH-HA McCoy-Interim Public Works Director	8,120.00 M
06/08/2022	Knight Services LLC	PO# 12399 22 ton equipment trailer	6,500.00
06/08/2022	PACIFIC POWER	Electric bill - May 2022	6,264.45
06/28/2022	EnviroTech Services, Inc.	PO#12394 - 26 tons ice slicer	5,743.20
06/03/2022	BRENNTAG PACIFIC INC	Sodium Hypochlorite: 1919.7592 Gal & Surcharge	5,720.88
06/28/2022	BRENNTAG PACIFIC INC	Sodium Hypochlorite: 1633.37 Gal & Surcharge	5,112.43
06/08/2022	Jefferson County Faith Based Network	Community Grant- FY 2021-22	5,000.00
06/28/2022	BRENNTAG PACIFIC INC	Sodium Hypochlorite: 1648.15 Gal & Surcharge	4,911.49
06/28/2022	BIOLYNCEUS	PO# 12745 probiotic scrubber - 90 gallons	4,731.62
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	4,557.20
06/28/2022	Covenant Technology Solutions, Inc.	PO#11354-new battery backups for servers @ CH	4,376.00
06/08/2022	US Bank	JB-Wilbue Ellis - 25-3-10 fertilizer	4,217.47 M
06/14/2022	JEFFERSON COUNTY PUBLIC WORKS	May 2022 PW fuel usage: 683.7 G UL, 229.8 G diesel	4,041.08
06/28/2022	CAT-AG AVIATION LLC	PO# 12285 - weed spraying on Daimler	3,900.00
06/28/2022	AMERICAN SPRINKLERS INC.	PO# 12397 - test and inspect foam suppression system @ Eri	3,720.00
06/08/2022	US Bank	CH-Elite Electric - PO #12385 I#18065	3,641.74 M
06/28/2022	KITTELSON & ASSOCIATES INC.	Culver Hwy/H St Pedestrian Crossing	3,398.16
06/08/2022	Landscapes Rodriguez LLC	Landscaping May 2022	3,375.00
06/28/2022	J&S CONSTRUCTION AND EXCAVATION LLC	PO# 11311 Fire hydrant replacements	3,345.00
06/08/2022	Gary Clowers	Weed Abatement	3,285.00
06/03/2022	Covenant Technology Solutions, Inc.	PO# 11027 Finance Laptop & PC	3,086.00
06/28/2022	Covenant Technology Solutions, Inc.	PO# 11308-laptop for PW admin assistant	2,981.40
06/28/2022	Jefferson County Faith Based Network	Community Grant- FY 2021-22	2,973.39
06/08/2022	US Bank	CH-Central Electric - April 2022	2,899.27 M
06/28/2022	NEIGHBOR IMPACT	CDBG Grant Svc. Homeless Service Center	2,700.00
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	2,550.52 M
06/08/2022	US Bank	CH-Elite Electric - I#18062	2,500.00 M
06/28/2022	CAT-AG AVIATION LLC	spray 62 acres at airport	2,480.00
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	2,242.27 M
06/14/2022	BUREAU OF LABOR & INDUSTRY	BOLI Fee: McKenzie Cascade/waterline replacement	2,114.52
06/14/2022	JEFFERSON COUNTY PUBLIC WORKS	May 2022 PD fuel usage: 475.8 G UL	2,048.24
06/08/2022	Jefferson County Faith Based Network	Community Grant- FY 2021-22	2,026.61
06/08/2022	Univox Media LLC	Advertising May 2022	2,000.00

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount	
06/08/2022	US Bank	CH-USA Bluebook - #964572	1,948.67	M
06/14/2022	ECONorthwest	Small business study update	1,890.00	
06/08/2022	US Bank	TD-Madras Tire Factory - tires and a rim	1,852.44	M
06/14/2022	Central Oregon Pave & Seal	Pave and patch 8th street to D	1,750.00	
06/28/2022	Murraysmith, Inc.	Task Order #9 SWWTP headworks odor control	1,715.00	
06/08/2022	US Bank	JB-Wilbur Ellis - Runway Fertilizer	1,687.83	M
06/27/2022	DLL Finance, LLC	Golf Cart Lease - June 2022	1,641.40	M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	1,541.28	
06/08/2022	US Bank	RV-Caselle - Contract Support/Maintenance - May 2022	1,538.00	M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	1,523.09	
06/08/2022	US Bank	CH-Elite Electric - PO #12386 I#18064	1,508.90	M
06/08/2022	US Bank	CH-Elite Electric - PO #12386 I#18064	1,508.90	M
06/28/2022	Univox Media LLC	Advertising May 2022	1,500.00	
06/08/2022	US Bank	CH-QT Pod Petroleum on Demand 6/1/2022-5/31/2023	1,425.00	M
06/08/2022	US Bank	TD-Madras Tire Factory - tires for #151	1,422.88	M
06/03/2022	CASELLE INC.	Beacon Integration	1,400.00	
06/03/2022	Bend Mailing Services, LLC	May 2022 utility bills and June 2022 prebill	1,340.34	
06/14/2022	ECONorthwest	UGB land swap	1,332.50	
06/08/2022	PACIFIC POWER	Electric bill - May 2022	1,323.38	
06/08/2022	PACIFIC POWER	Electric bill - May 2022	1,323.38	
06/28/2022	PORTLAND COMPRESSOR INC	NWWTP air compressor repair	1,304.05	
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	1,276.20	
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	1,269.29	
06/28/2022	CARSON OIL COMPANY	79.4g biodiesel, 136.9g non-eth	1,244.35	
06/08/2022	US Bank	MB-ULINE - Evidence Supplies	1,239.46	M
06/08/2022	US Bank	AE- JOHN REID ASSOCIATES - REID INTERVIEWING SCH	1,200.00	M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	1,193.63	
06/03/2022	Kelley Connect	PO# 11026 utility desk printer	1,150.00	
06/28/2022	CARSON OIL COMPANY	191.7g biodiesel	1,071.25	
06/08/2022	US Bank	AE-AIR BNB - HOUSE RENTAL FOR TRAINING	1,040.56	M
06/28/2022	JEFFERSON COUNTY CLERK	Replenish prepaid deposit	1,000.00	
06/14/2022	Monte Vista Homes, LLC	Landscape Deposit- 1133 NW Willow Parkway	1,000.00	
06/14/2022	Monte Vista Homes, LLC	Landscape Deposit- 1239 NW Golf Course Drive	1,000.00	
06/14/2022	Monte Vista Homes, LLC	Landscape Deposit- 1275 NW Golf Course Drive	1,000.00	
06/14/2022	Monte Vista Homes, LLC	Landscape Deposit- 1276 NW Golf Course Drive	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 873 SE Strawberry	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 942 SE Strawberry	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 928 SE Strawberry	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 500 SE Segoviano	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 484 SE Segoviano	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 516 SE Segoviano	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 526 SE Segoviano	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 486 SE Morgan	1,000.00	
06/14/2022	Natascha Gatto-Atias	Landscape Deposit- 516 SE Morgan	1,000.00	
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	997.30	
06/17/2022	MID OREGON PERSONNEL SERVICES, INC.	Finance temp week of 6/09/22	956.66	M
06/23/2022	Fintech	Columbia Distributing	944.65	M
06/08/2022	US Bank	CH-Central Oregon Heating and cooling-Scheduled Maintena	911.00	M
06/08/2022	US Bank	CH-Central Oregon Heating and cooling- Scheduled Maintena	911.00	M
06/14/2022	Action Plumbing and Drain Service LLC	Fix airport boiler room	910.00	
06/28/2022	CARSON OIL COMPANY	154.4g biodiesel	909.96	
06/28/2022	Metereaders, LLC.	Water meter reads - June 2022	893.20	
06/14/2022	GREEN THUMB INDUSTRIES LLC	Landscape Maint - Crescent Park - May 2022	844.00	
06/08/2022	US Bank	CH-Anadyne - Hearing Tests	838.20	M
06/14/2022	Global Grant Services	Grant management support-May 2022	833.34	
06/14/2022	Global Grant Services	Grant management support-May 2022	833.33	

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
06/14/2022	Global Grant Services	Grant management support-May 2022	833.33
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	800.00
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	800.00
06/10/2022	MID OREGON PERSONNEL SERVICES, INC.	Finance temp week of 5/25/22	787.65 M
06/08/2022	US Bank	CH-Pamplin Media #236699 Planning file no. TA-22-1	774.00 M
06/08/2022	US Bank	RV-Verizon - PW cell phones 4/4-5/3/22	767.40 M
06/14/2022	Kelley Connect	Utility desk printer lease - Apr - Jun 2022	711.00
06/11/2022	Fintech	Columbia Distributing	706.64 M
06/28/2022	Covenant Technology Solutions, Inc.	PO#11027 - fixed fee	700.00
06/08/2022	US Bank	CH-HA McCoy - Brush Lane Sewer Project	700.00 M
06/08/2022	US Bank	CH-Madras Sanitary April 2022	682.56 M
06/14/2022	BUREAU OF LABOR & INDUSTRY	BOLI Fee: SRTS High Desert Agg	673.89
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	658.00
06/08/2022	US Bank	CH-Cove Electric-#4242	654.59 M
06/03/2022	CARSON OIL COMPANY	68.4g biodiesel; 59.4g non-eth	654.14
06/08/2022	US Bank	TD-Kendall Ford - gear box	650.63 M
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	643.25 M
06/07/2022	CIS TRUST	June 2022 Insurance Report, Life & Salary Continuation	637.63 M
06/08/2022	CENTURY WEST ENGINEERING CORPO	Task Order #2-2020 Helibase Phase 1	616.99
06/08/2022	US Bank	CH-Anadyne - Hearing Tests	609.55 M
06/14/2022	PITNEY BOWES CREDIT CORPORATIO	CS postage meter usage	601.95 M
06/08/2022	US Bank	CH-USA Bluebook-#945014	577.58 M
06/08/2022	US Bank	RC-POSITIVE PROMOTIONS - SCHOOL KIDS GIFT PACKA	575.12 M
06/08/2022	US Bank	RC-VERIZON WIRELESS - MONTHLY PD CELL PHONES	558.09 M
06/08/2022	US Bank	GL-HD Fowler - Part Circle Sprinklers	544.80 M
06/03/2022	CARSON OIL COMPANY	103g biodiesel	525.54
06/08/2022	US Bank	CM-American Public Works Assoc - PW Director Position Job	525.00 M
06/08/2022	US Bank	SO-Consolidated Supply - Hydrant parts	509.17 M
06/08/2022	US Bank	CM-LinkedIn - Open Position Job Ads	500.73 M
06/28/2022	Bulldog Septic	Porta potty rental 1/1/22 - 6/30/22	500.00
06/28/2022	CARSON OIL COMPANY	84.9g biodiesel	483.26
06/28/2022	Covenant Technology Solutions, Inc.	New network switch	478.46
06/28/2022	CORIAN LLC	Fuel receipt books	476.36
06/14/2022	CARSON OIL COMPANY	85g biodiesel	476.12
06/08/2022	US Bank	CH-Madras Sanitary April 2022	462.98 M
06/08/2022	US Bank	CH-Madras Sanitary April 2022	462.98 M
06/08/2022	US Bank	JB-Wilbur Ellis - Speedzone	459.16 M
06/14/2022	GREEN THUMB INDUSTRIES LLC	Landscape Maint - Yarrow - May 2022	457.35
06/08/2022	US Bank	RV-City of Madras - April water	455.13 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	453.33
06/28/2022	KITTELSON & ASSOCIATES INC.	Grant support	445.75
06/08/2022	US Bank	NS-CDW - Battery Back Ups	445.68 M
06/08/2022	US Bank	CH-Bend Tel-May 2022	424.36 M
06/08/2022	US Bank	CH-Bend Tel-May 2022	424.34 M
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	416.20
06/08/2022	US Bank	JB-Turf Star - mower roller	406.00 M
06/08/2022	US Bank	RV-City of Madras - April water	405.48 M
06/28/2022	Will Ward Janitorial	Janitorial Services June 2022	400.00
06/28/2022	Will Ward Janitorial	Janitorial Services June 2022	400.00
06/08/2022	Net Assets Corp.	May 2022 lien searches - 33	399.00
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	398.00 M
06/28/2022	Covenant Technology Solutions, Inc.	Docking station for Finance workstation	396.34
06/08/2022	US Bank	RC-BEND BROADBAND - MONTHLY PD INTERNET	396.00 M
06/08/2022	US Bank	CM-SGR, Inc - PW Director Position Job Ads	375.00 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	373.33
06/08/2022	US Bank	CH-Bend Tel-May 2022	359.74 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
06/25/2022	Fintech	Western Beverage	355.04 M
06/08/2022	US Bank	CH-Pamplin Media-#238136 Chamber Directory	350.00 M
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	350.00
06/08/2022	PACIFIC POWER	Electric bill - May 2022	347.75
06/13/2022	Fintech	Bigfoot Beverages	343.06 M
06/28/2022	TRAFFIC SAFETY SUPPLY CO INC	Traffic signs - misc.	339.92
06/14/2022	CARSON OIL COMPANY	60g biodiesel	336.10
06/08/2022	US Bank	TD-Baxter Auto Parts - shop stock and parts	333.16 M
06/14/2022	DESCHUTES VALLEY WATER DISTRICT	Water bill - May 2022	324.70
06/03/2022	CARSON OIL COMPANY	63.3g biodiesel	324.16
06/08/2022	US Bank	RC-TREASURE VALLEY COFFEE - PD COFFEE SUPPLIES	318.20 M
06/08/2022	US Bank	PH-Bend Rigging - parts for mixer	314.40 M
06/08/2022	US Bank	CH-Madras Sanitary March 2022	310.86 M
06/02/2022	Kelley Connect	Kelly - PD Copier - June 2022	310.70 M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	304.88
06/08/2022	US Bank	RC-OREGON SHERIFF'S ASSOCIATION - OLERA RECORD	300.00 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	293.33
06/08/2022	US Bank	RB-Treasure Valley Coffee - Coffee Supplies	289.50 M
06/08/2022	US Bank	DH-Edge Analytical- lab testing	273.00 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	271.99
06/08/2022	US Bank	CH-Terminix-#194415	270.00 M
06/08/2022	US Bank	TD-Baxter Auto Parts - shop stock and parts	269.73 M
06/08/2022	US Bank	CH-Elite Electric - I#18066	261.50 M
06/08/2022	US Bank	CH-Elite Electric - I#18066	261.50 M
06/08/2022	US Bank	CH-Staples- office chair for Connie	259.99 M
06/14/2022	PITNEY BOWES CREDIT CORPORATIO	CD postage meter usage	252.91 M
06/28/2022	Covenant Technology Solutions, Inc.	PO#11354-shipping for batteries	248.45
06/08/2022	US Bank	CH-Central Electric - April 2022	244.65 M
06/08/2022	US Bank	CH-Madras Sanitary March 2022	241.78 M
06/28/2022	CAT-AG AVIATION LLC	spray 6 acres at airport	240.00
06/08/2022	US Bank	PH-Ace - North Plant tool bag	239.86 M
06/08/2022	US Bank	CH-Bend Tel-May 2022	238.16 M
06/02/2022	Kelley Connect	Kelly - PW Copier - June 2022	235.79 M
06/08/2022	US Bank	TD-Baxter Auto Parts - shop stock and parts	234.72 M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	229.31
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	226.66
06/08/2022	US Bank	CH-HA McCoy- General Surveying	220.00 M
06/28/2022	KITTELSON & ASSOCIATES INC.	Culver Hwy/H St Pedestrian Crossing	216.94
06/08/2022	US Bank	JB-Carl's Goffland - gloves	215.10 M
06/08/2022	US Bank	CH-Madras Sanitary April 2022	209.60 M
06/08/2022	US Bank	CH-Madras Sanitary March 2022	209.60 M
06/08/2022	US Bank	CH-Madras Sanitary- April 2022	209.60 M
06/08/2022	US Bank	ID-GARY GRUNNER - VEH # 1502 Oil Change	205.71 M
06/08/2022	US Bank	BG-USA BLUE BOOK - Locate paint	203.16 M
06/08/2022	US Bank	CH-Elite Electric - #17655	200.00 M
06/08/2022	US Bank	CH-Elite Electric - #17708	200.00 M
06/08/2022	US Bank	DH-Edge Analytical- lab testing	200.00 M
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	199.00 M
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	199.00 M
06/08/2022	US Bank	RV-City of Madras - April water	198.04 M
06/25/2022	Fintech	Bigfoot Beverages	197.04 M
06/08/2022	MADRAS PAINT & GLASS, INC.	Graffiti clean up supplies	196.25
06/08/2022	US Bank	TD-Lawson - boxes	193.99 M
06/08/2022	US Bank	CH-Pamplin Media #238470- Supplemental Budget Meeting	192.00 M
06/08/2022	US Bank	DH-edge analytical-drinking water samples	188.00 M
06/08/2022	US Bank	DH-edge analytical-drinking water samples	188.00 M

M = Manual Check, V = Void Check

Check Issue Date	Payee	Description	Check Amount
06/08/2022	US Bank	JR-BEST WESTERN- Hotel Room	187.71 M
06/08/2022	US Bank	JR-BEST WESTERN- Hotel Room	187.71 M
06/14/2022	OUTDOOR ADVERTISING SIGN PROGRAM	M922 Outdoor Advertising Sign permit fee	187.50
06/14/2022	OUTDOOR ADVERTISING SIGN PROGRAM	M922 Outdoor Advertising Sign permit fee	187.50
06/08/2022	US Bank	CH-Madras Sanitary March 2022	183.85 M
06/08/2022	US Bank	RC-AMAZON - HEARING PROTECTION RANGE	183.42 M
06/08/2022	US Bank	CM-Amazon - office supplies	183.09 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	181.33
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	181.33
06/08/2022	US Bank	CH-Juniper Paper - TP. Paper towels etc	179.52 M
06/08/2022	US Bank	ZQ-Grainger - Squeegees blades for crack sealing	178.25 M
06/08/2022	US Bank	GL-Ace Hardware solenoid & sprinklers	175.80 M
06/28/2022	Will Ward Janitorial	Janitorial Services June 2022	175.00
06/08/2022	US Bank	CH-ADT-May June July 2022	170.07 M
06/08/2022	US Bank	TD-Wilbur Ellis - spray chemical	167.65 M
06/08/2022	US Bank	CH-Madras Sanitary March 2022	161.86 M
06/02/2022	Kelley Connect	Kelly - CH Copier - June 2022	161.56 M
06/08/2022	US Bank	SO-Microsoft - Excel for SCADA machine	159.99 M
06/14/2022	FENDERS BY ENDRES	Tow to sheriff's office	155.00
06/08/2022	US Bank	CH-Bend Tel-May 2022	151.04 M
06/08/2022	US Bank	GL-Thompson Pump- Splash Park Oring	150.35 M
06/08/2022	US Bank	CH-Pamplin Media- #238332 Public Works job posting	150.00 M
06/08/2022	US Bank	CH-Pamplin Media #238327 Public Works job posting	150.00 M
06/08/2022	US Bank	CH-Ranch Country Outhouses - 3/26/2022-4/30/2022	150.00 M
06/02/2022	Kelley Connect	Kelly - CH Copier - June 2022	148.95 M
06/13/2022	Fintech	Western Beverage	148.90 M
06/08/2022	US Bank	NB-Amazon-Coffee, Pens, & Sticky Notes	144.73 M
06/08/2022	US Bank	CH-Madras Sanitary April 2022	143.89 M
06/08/2022	US Bank	MB-ULINE - Evidence Supplies	142.79 M
06/08/2022	PACIFIC POWER	Electric bill - May 2022	141.87
06/08/2022	US Bank	CM-Cherry Tree Rotary Tickets - Brent Schulke to reimburse	141.18 M
06/08/2022	US Bank	CH-Madras Sanitary March 2022	140.62 M
06/08/2022	US Bank	CF-Amazon - Solar kit for Airport wind sock	139.99 M
06/08/2022	US Bank	RC-AMAZON - KIDS BRACELETS SCHOOL EVENT	137.94 M
06/08/2022	US Bank	MQ-Paula Blooming Petunias - flower pots for SWWTP	136.00 M
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	135.22 M
06/03/2022	CARSON OIL COMPANY	26.2g biodiesel	134.18
06/08/2022	US Bank	RV-City of Madras - April water	134.00 M
06/08/2022	US Bank	RV-City of Madras - April water	134.00 M
06/08/2022	US Bank	TD-N&S Tractor - sight glass	129.13 M
06/08/2022	US Bank	JB-Ace Hardware - Irr. fittings	126.93 M
06/08/2022	US Bank	CF-Amazon - Sprinkler time clock for South Plant	124.16 M
06/08/2022	US Bank	JL-N&S Tractor - Muck boots	123.69 M
06/08/2022	US Bank	CH-Direct TV-5/10/2022-6/9/2022	119.98 M
06/08/2022	US Bank	AE-OYO HOTELS - Hotel for Training L7	119.88 M
06/08/2022	US Bank	NB-Buyregisterolls.com - for Front Desk register	117.99 M
06/14/2022	PITNEY BOWES CREDIT CORPORATIO	PW postage meter usage	115.87 M
06/03/2022	CENTURYLINK	Telephone for DPGC - May 2022	114.35 M
06/08/2022	US Bank	KH-Safeway - EE Appreciation Finance Team flowers	112.97 M
06/08/2022	US Bank	JB-turfstar - pull arm assembly	112.84 M
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	111.36 M
06/08/2022	US Bank	CM-Zoom - online meeting platform	110.00 M
06/14/2022	Rebecca Reese	Overpayment - R. Reese	108.78
06/02/2022	Kelley Connect	Kelly - SWWTP Copier - June 2022	108.26 M
06/08/2022	US Bank	PH-Ace- truck tools	106.12 M
06/08/2022	Kim Millard	Overpayment- 475 SE 5th St	105.75

Check Issue Date	Payee	Description	Check Amount
06/08/2022	Code Publishing LLC	Cumulative Supplement	104.90
06/08/2022	US Bank	GL-Ace Hardware- spry paint, spool, pad lock	103.87 M
06/08/2022	US Bank	CH-Madras Sanitary -March 2022	102.31 M
06/08/2022	US Bank	CH-Madras Sanitary -March 2022	102.31 M
06/28/2022	Lisa Holden-Small	Sewer Deposit - L. Holden-Small	102.13
06/08/2022	US Bank	CH-Pamplin Media #240654 AP-22-1	102.00 M
06/08/2022	US Bank	CH-Bend Broadband - May 2022	101.50 M
06/08/2022	US Bank	CH-Pamplin Media-#238823 Job listing	100.00 M
06/08/2022	US Bank	DH-Edge Analytical- lab testing	100.00 M
06/08/2022	US Bank	DH-Edge Analytical- lab testing	100.00 M
06/08/2022	US Bank	DH-Edge Analytical- lab testing	100.00 M
06/08/2022	US Bank	PH-USA Bluebook - lab thermometer	99.30 M
06/08/2022	US Bank	CF-Amazon - Storage box for Airport wind sock	96.99 M
06/03/2022	LUTHERAN CHURCH OF THE GOOD SHEPHERD &	Community Grant Funding	95.01
06/08/2022	US Bank	SW-MTN VIEW STORAGE- MONTHLY PD STORAGE	95.00 M
06/08/2022	US Bank	RK-ABBYS- MEAL MAJOR INVESTIGATIONS	93.89 M
06/08/2022	US Bank	CH-Bend Tel-May 2022	93.18 M
06/08/2022	US Bank	CH-Bend Tel-May 2022	93.15 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ PW	92.23 M
06/08/2022	US Bank	CH-Treasure Valley Coffee- Coffee supplies	90.80 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Contract	90.67
06/08/2022	US Bank	GL-Ace Hardware - Sprinklers popups	89.94 M
06/08/2022	US Bank	RC-MADRAS MINI STORAGE - MONTHLY PD STORAGE	89.00 M
06/08/2022	US Bank	CF-Amazon - LED lights for Airport wind sock	87.98 M
06/03/2022	ONE CALL CONCEPTS INC.	OR Utility Notification Center Tickets: May 22	87.60
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	87.50 M
06/08/2022	US Bank	CH-Central Oregon Heating and cooling- HVAC	87.00 M
06/08/2022	US Bank	CH-Central Oregon Heating and cooling- HVAC	87.00 M
06/08/2022	US Bank	RC-Strive- Office Supplies L7	85.96 M
06/08/2022	US Bank	AE-LOVES- FUEL TRAINING CAR	85.90 M
06/08/2022	US Bank	TD-Amazon - parts	84.68 M
06/03/2022	CENTURYLINK	Internet Services -SELF SERVICE AIR - May 2022	82.06 M
06/08/2022	US Bank	RB-Madras Computers - Power supply for the AWOS comput	81.00 M
06/08/2022	US Bank	CM-Safeway - Meeting Refreshments	80.73 M
06/28/2022	Grace Whitney	Sewer Deposit - G. Whitney	80.40
06/08/2022	US Bank	CH-Black Bear Diner-Finance team lunch	80.35 M
06/28/2022	Mario Lopez	Overpayment- M. Lopez	80.30
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	80.00
06/08/2022	US Bank	CH-Pamplin Media #238444 City Budget Meeting	78.00 M
06/28/2022	Jared McFarlin	Sewer Deposit - J. McFarlin	76.03
06/08/2022	US Bank	GB-Erickson's Thriftway - Groceries/Supplies (reimbursed to	75.81 M
06/03/2022	CENTURYLINK	Internet for DPGC - May 2022	75.00 M
06/03/2022	Elder, Angela	Meals for training	74.75
06/02/2022	Kelley Connect	Kelly - PW Copier - June 2022	72.48 M
06/08/2022	US Bank	JB-Madras Marine - Chainsaw Chains	72.38 M
06/08/2022	US Bank	CH-Pamplin Media #238442 MRC Budget Meeting	72.00 M
06/08/2022	US Bank	CH-Pamplin Media #238450 City Budget meeting	72.00 M
06/28/2022	Arely Mendez	Overpayment- A. Mendez	72.00
06/08/2022	Luis Perez	Sewer refund - L. Perez	71.58
06/08/2022	Jessica Luna	Overpayment- J. Luna	69.15
06/08/2022	MADRAS PAINT & GLASS, INC.	Graffiti clean up supplies	67.58
06/17/2022	MID OREGON PERSONNEL SERVICES, INC.	PW background checks	67.50 M
06/03/2022	DataQuest, LLC	Background Checks - PW	67.50
06/08/2022	US Bank	PH-Amazon - Stainless parts for mixer	67.45 M
06/03/2022	CENTURYLINK	Internet Services for SWWTP - May 2022	67.33 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	66.67

Check Issue Date	Payee	Description	Check Amount
06/08/2022	Turning Points Recovery Serv.	Water refund - 231 SE 6th St	65.99
06/03/2022	Kevin Eidemiller	Sewer refund - K. Eidemiller	64.66
06/08/2022	US Bank	GL-Ace Hardware - Spool line	62.99 M
06/08/2022	US Bank	AE-STAPLES -OFFICE SUPPLIES	61.95 M
06/02/2022	Kelley Connect	Kelly - Plotter - May 2022	61.67 M
06/02/2022	Kelley Connect	Kelly - Plotter - May 2022	61.67 M
06/02/2022	Kelley Connect	Kelly - Plotter - May 2022	61.66 M
06/08/2022	US Bank	RB-Mid City - Forklift Propane	61.00 M
06/08/2022	US Bank	CH-Central Electric - April 2022	60.84 M
06/08/2022	TT Investments	Overpayment- 1612 NW Wescott St	58.48
06/08/2022	US Bank	ZQ-OR DEPT OF AGRICULTURE - ROW weed test	58.00 M
06/08/2022	US Bank	JL-OR DEPT OF AGRICULTURE - laws and safety test	58.00 M
06/08/2022	US Bank	CF-OR Department of Agriculture - Pesticide test	58.00 M
06/08/2022	US Bank	CF-Amazon - Solar bracket for Airport Wind sock	54.99 M
06/08/2022	US Bank	CM-Amazon - office supplies	54.91 M
06/08/2022	US Bank	CM-Black Bear Diner - Working Lunch	54.88 M
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	53.33
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	53.33
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	52.50
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	52.50
06/08/2022	US Bank	GL-Ace Hardware - Spry Paint	50.92 M
06/08/2022	US Bank	ZQ-OR DEPT OF AGRICULTURE - ROW spray license for w	50.00 M
06/08/2022	US Bank	CF-OR Dept of Ag Pesticide - Applicators License	50.00 M
06/08/2022	US Bank	CH-Cove Electric- Demers: connected backup generator	50.00 M
06/28/2022	Monte Vista Homes	Overpayment- 1133 NW Willow Parkway	49.71
06/08/2022	US Bank	BS-The Mexican - DALLAS TEXAS- TRAINING L1	49.71 M
06/08/2022	US Bank	JL-Phil's Ace Hardware - zip ties and side cutters	49.47 M
06/08/2022	US Bank	CM-LinkedIn - Open Position Job Ads	48.00 M
06/08/2022	US Bank	CH-Norco - Cylinder rent 4/1/2022-4/30/22	47.70 M
06/28/2022	Willow Canyon Properties	Overpayment- 818 SE Strawberry Lane	46.90
06/08/2022	US Bank	CH-Madras Sanitary April 2022	46.69 M
06/09/2022	Fintech	May 2022 monthly fee	46.35 M
06/08/2022	US Bank	GB-Safeway - Employee Recognition to HR/Admin. Director -	45.95 M
06/08/2022	US Bank	JB-Ace Hardware - Irr. fittings	45.94 M
06/08/2022	US Bank	JB-Amazon - Office supplies high quality paper and clips	45.94 M
06/14/2022	Will Ward Janitorial	Janitorial Services May/June 2022	45.00
06/08/2022	US Bank	JB-Amazon - m&m candy	44.99 M
06/08/2022	US Bank	GL-Ace Hardware - Sprinklers popups	44.97 M
06/08/2022	US Bank	CM-Papa Murphy's - Council Meeting Refreshments	44.55 M
06/08/2022	US Bank	TD-Amazon - parts	44.39 M
06/08/2022	US Bank	CH-Pamplin Media - subscription renewal Burrell	44.00 M
06/28/2022	Monte Vista Homes	Overpayment- 1142 NW Willow Parkway	43.23
06/08/2022	US Bank	CH-Treasure Valley Coffee- Coffee supplies	42.50 M
06/08/2022	Milton DeSouza	Overpayment- M. DeSouza	42.43
06/08/2022	US Bank	CM-Bend Bulletin - Open Position Job Ads	40.20 M
06/08/2022	US Bank	CM-LOC - Job Board/PW Job Postings	40.00 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ CH	38.64 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ CH	38.64 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ CH	38.63 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ CH	38.63 M
06/08/2022	US Bank	JB-Amazon - butter biscuits	38.33 M
06/08/2022	US Bank	BS-Uber - DALLAS TEXAS- TRAINING L1	38.01 M
06/08/2022	Elder, Angela	Meals for training	37.83
06/08/2022	US Bank	CH-Madras Sanitary March 2022	37.55 M
06/08/2022	US Bank	JB-Amazon - breakfast danish	36.99 M
06/08/2022	US Bank	JB-Pepes - Nick and Jeff working dinner planning commission	36.90 M

Check Issue Date	Payee	Description	Check Amount
06/08/2022	US Bank	JB-Pepes - Nick and Jeff working dinner planning commission	36.90 M
06/08/2022	US Bank	NS-Pepe's - Middle Housing CC Hearing Prep Meal	36.90 M
06/08/2022	US Bank	TD-N&S Tractor - for spraying	35.90 M
06/08/2022	US Bank	JB-Amazon - Twix	35.65 M
06/08/2022	US Bank	JB-Amazon - Snickers	34.75 M
06/08/2022	US Bank	RV-City of Madras - April water	34.14 M
06/08/2022	US Bank	RV-City of Madras - April water	34.13 M
06/08/2022	US Bank	CF-Amazon - Gas leak detector	32.99 M
06/08/2022	US Bank	JB-Amazon - Swedish Danish	32.90 M
06/08/2022	US Bank	ZQ-ACE Hardware - pavement marking paint	31.96 M
06/08/2022	US Bank	JL-N&S Tractor - loop hoe for weeding	31.17 M
06/08/2022	US Bank	NS-Black Bear Diner - Coordination mtg. w. John Southgate o	31.08 M
06/08/2022	US Bank	CH-Central Electric - April 2022	30.42 M
06/08/2022	US Bank	BS-Alaska Air - DALLAS TEXAS- TRAINING L1	30.00 M
06/08/2022	US Bank	BS-Uber - DALLAS TEXAS- TRAINING L1	29.91 M
06/14/2022	PITNEY BOWES CREDIT CORPORATIO	PD postage meter usage	29.27 M
06/08/2022	US Bank	CF-Simplisafe - Security System @ DPGC - May 2022	27.99 M
06/08/2022	US Bank	CF-Simplisafe - Security System @ Parks Office - May 2022	27.99 M
06/08/2022	US Bank	MQ-Amazon - file folders, note pad, sticky notes	27.33 M
06/08/2022	US Bank	JB-Safeway - Gatorade	27.16 M
06/08/2022	US Bank	JB-Pepe's - Nick and Jeff working dinner planning commissio	27.00 M
06/08/2022	US Bank	SO-Phil's Ace Hardware - Airline Repair NWWTF	26.94 M
06/28/2022	Jeffrey W. Lee	Sewer Deposit - J. Lee	26.80
06/14/2022	Covenant Technology Solutions, Inc.	Monthly billing June 2022 Sentinel	26.68
06/28/2022	Monte Vista Homes	Overpayment- 1239 NW Golf Course Drive	25.94
06/08/2022	US Bank	JB-Amazon - chips	25.90 M
06/08/2022	US Bank	TG-Ace hardware - pvc fittings	25.17 M
06/08/2022	US Bank	JB-Ace Hardware - gloves	24.99 M
06/08/2022	US Bank	PH-Ace - flashlight for work truck	24.99 M
06/08/2022	US Bank	BG-USA BLUEBOOK - Stir Ball for chlorine analyzer N.Plant	24.62 M
06/28/2022	Nancy Parish	Sewer Deposit - N. Parish	24.10
06/08/2022	US Bank	RV-Mission Linen - mat service @ airport	23.73 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ Airport	23.73 M
06/08/2022	US Bank	JB-Turf Star - Freight	23.34 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ SWWTP	22.82 M
06/08/2022	US Bank	RV-Mission Linen - mat service @ SWWTP	22.82 M
06/28/2022	Will Ward Janitorial	Janitorial Services June 2022	22.50
06/08/2022	US Bank	JB-Ace Hardware - Cleaning Supplies	21.96 M
06/08/2022	US Bank	BS-Uber - DALLAS TEXAS- TRAINING L1	21.86 M
06/08/2022	US Bank	BS-Ferris Wheelers Backyard - DALLAS TEXAS- TRAINING	21.15 M
06/08/2022	US Bank	ZQ-Madras Marine - Parts for pavement saw water system	20.10 M
06/08/2022	US Bank	JL-Bimart - straw hat	19.97 M
06/08/2022	US Bank	TD-Ace Hardware - ppe	19.97 M
06/08/2022	US Bank	JB-Turf Star - Freight	19.70 M
06/08/2022	US Bank	BS-Caffe D'arte - DALLAS TEXAS- TRAINING L1	19.60 M
06/08/2022	US Bank	NS-Sushi Akira - Council meeting preparation & coordination	19.45 M
06/08/2022	US Bank	JB-Ace Hardware - Irr. fittings	18.65 M
06/08/2022	US Bank	BS-Dickey's - DALLAS TEXAS- TRAINING L1	18.21 M
06/08/2022	US Bank	PH-Thriftway-training preparations	17.98 M
06/08/2022	US Bank	BG-ACE HARDWARE - Clean out cap	17.97 M
06/08/2022	US Bank	TD-Amazon - parts	17.95 M
06/08/2022	US Bank	AE-MAIL COPIES AND MORE - SHIPPING EVIDENCE	16.00 M
06/08/2022	US Bank	GL-Ace Hardware - pvc couplers & bushings	15.95 M
06/08/2022	US Bank	RV-Sureline Broadband - May 2022	15.91 M
06/08/2022	US Bank	CH-Black Bear Dinner- Kristal meal for late meeting	15.86 M
06/08/2022	US Bank	RC-AMAZON - PRIME MEMBERSHIP	14.99 M

Check Issue Date	Payee	Description	Check Amount
06/08/2022	US Bank	BS-FarroKH9 - DALLAS TEXAS- TRAINING L1	14.88 M
06/14/2022	Meriam Logan	Sewer Deposit - M. Logan	14.63
06/08/2022	US Bank	RC-MAIL COPIES AND MORE - SHIPPING EVIDENCE	14.59 M
06/08/2022	US Bank	RC-MAIL COPIES AND MORE- SHIPPING EVIDENCE	14.18 M
06/08/2022	US Bank	JL-Phil's Ace Hardware - weed eater line	13.99 M
06/08/2022	US Bank	TS-Chevron - Car Wash VEH#1401	12.99 M
06/08/2022	US Bank	TS-Chevron - Car Wash VEH# 1401	12.99 M
06/08/2022	US Bank	PH-Baxter Auto - absorbent North Plant	12.99 M
06/08/2022	US Bank	CM-Safeway - Meeting Refreshments	12.60 M
06/08/2022	US Bank	PH-Ace-cleaning gear	12.47 M
06/08/2022	US Bank	TG-N&S Tractor - pressure gauge and teflon tape	12.41 M
06/08/2022	US Bank	PH-Phil's Ace Hardware - Mounting parts for north plant Chlori	12.24 M
06/08/2022	US Bank	PH-Ace - Batteries for locator	11.99 M
06/08/2022	US Bank	BG-ACE HARDWARE - Clean out cap	11.98 M
06/08/2022	US Bank	MQ-Amazon - Pens and refills Public Works	11.07 M
06/08/2022	US Bank	BG-ACE HARDWARE - Adaptors for chlorine pump line	10.98 M
06/08/2022	US Bank	AE-SAFEWAY - MEAL FOR TRAINING	10.70 M
06/08/2022	US Bank	CM-Safeway - Meeting Refreshments	10.63 M
06/08/2022	US Bank	TD-N&S Tractor - for spraying	10.41 M
06/08/2022	US Bank	CH-Bend Broadband - May 2022	10.26 M
06/08/2022	US Bank	CH-Badger Meters- endpoint	10.23 M
06/08/2022	US Bank	NS-Mazatlan - Rotary Club lunch	10.00 M
06/08/2022	US Bank	NS-Mazatlan - Rotary Club lunch	10.00 M
06/08/2022	US Bank	BG-ACE HARDWARE - 2 CYCLE ENGIINE OIL	9.99 M
06/08/2022	US Bank	JB-Les Schwab - Tire mount dismount	9.99 M
06/08/2022	US Bank	JB-Les Schwab - Tire mount dismount	9.99 M
06/08/2022	US Bank	SO-Phil's Ace Hardware - bioxide	9.78 M
06/08/2022	US Bank	MQ-Amazon - pens for Public Works	8.44 M
06/08/2022	US Bank	BG-ACE HARDWARE - Gloves , Nuts and Bolts	8.29 M
06/08/2022	US Bank	ID-CIRCLE K - CAR WASH VEH #1502	7.99 M
06/08/2022	US Bank	CM-Mail Copies and More - office supplies	7.50 M
06/08/2022	US Bank	RK-AUTOZONE- AIR FRESHNERS	6.99 M
06/08/2022	US Bank	TD-N&S Ttractor - for spraying	5.14 M
06/08/2022	US Bank	SO-N&S Tractor - Pressure Gauge Storage Pressure relief val	3.77 M
06/02/2022	Kelley Connect	Kelly - PW Copier - June 2022	2.43 M
06/08/2022	US Bank	SO-Phil's Ace Hardware - Bolts for SWWTF	1.75 M
06/08/2022	US Bank	CM-Safeway - Meeting Refreshments	1.61 M
06/02/2022	Kelley Connect	Kelly - CH Copier - June 2022	.19 M
06/08/2022	TT Investments	Overpayment- 1612 NW Wescott St	58.48- V
06/28/2022	Arely Mendez	Overpayment- A. Mendez	72.00- V
06/28/2022	Mario Lopez	Overpayment- M. Lopez	80.30- V
06/14/2022	BERG AIR, LLC	Berg's Portion of CC fees-May 2022	336.48-
06/14/2022	BERG AIR, LLC	Berg's Portion of fuel-May 2022	1,161.03-
06/14/2022	McKenzie Cascade Heavy Excavation	Waterline distribution project - CDBG IA2108	1,337.87-
06/28/2022	Triple C Contracting	DPGC Cart Barn - Progress pmt #1	1,550.00-
06/08/2022	Univox Media LLC	Advertising May 2022	2,000.00- V
06/14/2022	Marcum & Sons LLC	J Street Bridge Expansion Project	8,484.95-
06/14/2022	Marcum & Sons LLC	J Street Bridge Expansion Project	8,718.85-
Grand Totals:			<u>1,016,237.79</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - FIB"

CITY OF MADRAS
Request for Council Action

Date Submitted: July 26, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Charo Miller, HR & Administrative Director
Through: Gus Burrell, City Administrator
Subject: **APPOINTMENT AND CONFIRMATION OF STAFF POSITIONS**
Final confirmation for hiring the new Public Works Director, appointment of Interim Police Chief, and hiring of Director of Police Services

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the Mayor appoint, and Council confirm Michael J. Whitfield as the new Public Works Director, the Mayor appoint, and Council confirm Sergeant Steve Webb as the Interim Chief of Police for the City of Madras through August 7th, 2022, and the Mayor appoint, and Council confirm the hiring of Steve Bartol as the Director of Police Services for Madras PD beginning August 8th, 2022.

OVERVIEW:

Section 11 of the City of Madras Charter of 1989 (the "Charter") provides, in pertinent part, that the Municipal Judge, City Recorder, Treasurer, Police Chief, Public Works Director, City Attorney, and such other officers as the City Council deems necessary, will be appointed by the Mayor, subject to confirmation by the City Council.

STAFF ANALYSIS:

In December 2021 the Public Works Director, Jeff Hurd, announced his resignation to the City and a recruitment interview process led to the selection of a new, very qualified candidate to fill this position. Michael Whitfield was unanimously selected by staff and offered the position to begin August 1, 2022. Staff requests the Mayor appoint and Council confirm Michael Whitfield for the position of Public Works Director effective August 1, 2022.

On July 8, after a regularly planned vacation, the current Chief of Police submitted a request for medical leave. Because of the current and ongoing staffing and recruitment issues within law enforcement throughout the state of Oregon, especially regionally, this absence has the potential to cause significant impacts on the department's ability to maintain a healthy state of continuity. Without someone in the position of 'Chief of Police' who has the authority to progress on projects

and recruitments, the department could begin to suffer failures that would be unacceptable to the standards of what the community expects from Madras PD. When Chief Stanfill originally left for vacation, it was his order that Sergeant Steve Webb be considered 'Interim Chief' in his absence, as he feels Sergeant Webb has the experience and knowledge to carry out this duty. The City Administrator also recommends Sergeant Webb to be officially appointed as Interim Chief of Police so he may serve in the proper capacity and authority during Tanner Stanfill's absence.

Because of the severe impact on staffing levels which the Madras PD has experienced in the recent weeks due to regular vacancies, personal injuries/illness and other events which periodically require officers to be placed on administrative leave, Sgt. Steve Webb feels it is in the best interests of the department for him to return to his Sergeant roll once the Director of Police Services has been brought on board. This will allow him to continue to support the department in the best and most full capacity.

Sergeant Webb is represented by the Madras Police Employee's Association, so a copy of the memorandum of understanding sent to the MPEA has been included to address the length of time for this appointment, as well as the out of class wage in which Sergeant Webb will be earning while working in the capacity of the Chief of Police. This will be equivalent to the current Chief of Police Grade 32, step 1, which translates to an increase of approximately \$4.46/hour.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/19/22	
HR & Administration	Charo Miller	7/19/22	
City Attorney	Jeremy Green		X
City Recorder	Lysa Vattimo		X
Finance	Kristal Hughes		X
Community Development	Nick Snead		X
Public Works	Jeff Hurd		X
Police	Tanner Stanfill		X

B. Fiscal Impact:

- Increase to PD Personnel Budget for temporary out of class wages by approximately \$4.46/hour for the time Steve Webb has spent out of class.
- \$58.04/hr + lodging expenses for Steve Bartol term as Director of Police Services

C. Funding Source:

- 101-106-510-xxxx (multiple accounts)

D. Explanation of Impact:

- Wages must be equivalent to the job title and grade identified for that position when duties are performed for an extended period of time.

E. Supporting Documentation:

- MOU to Madras Police Employees Association

RECOMMENDATION:

That the Mayor appoint, and Council confirm Michael J. Whitfield as the new Public Works Director, the Mayor appoint, and Council confirm Sergeant Steve Webb as the Interim Chief of Police for the City of Madras through August 7th, 2022, and the Mayor appoint, and Council confirm the hiring of Steve Bartol as the Director of Police Services for Madras PD beginning August 8th, 2022.

CITY OF MADRAS
Request for Council Action

Date Submitted: July 20, 2022
Meeting Date: July 26, 2022
To: Mayor and City Council Members
From: Nicholas Snead, Community Development Director
Through: Gus Burril, City Administrator
Subject: **UGB BOUNDARY AMENDMENT FOR THE YARROW DEVELOPMENT**
Authorization for EcoNorthwest

TYPE OF ACTION REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Public Hearing (Enter Type) |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> No Action - Report Only |

MOTION FOR COUNCIL CONSIDERATION:

That the Council authorize EcoNorthwest to prepare the UGB Boundary amendment for the Yarrow development and authorize the Community Development Director to execute the necessary agreement, subject to City Attorney approval.

OVERVIEW:

City staff has been working with the Bean Foundation to develop a revised Master Plan for the Yarrow development. While doing so, the Bean Foundation has determined that the City's Urban Growth Boundary needs to be adjusted to remove approximately 42 acres and add approximately 42 acres (Attachment A) to allow land to be developed with residential uses more easily as infrastructure extensions will be minimized.

STAFF ANALYSIS:

There will be additional costs to the City for legal descriptions for the UGB and city limit boundaries and a forthcoming land partition. Staff is requesting that the City Council authorize EcoNorthwest to prepare a UGB amendment proposal (Attachment B) for the Yarrow development and authorize the Community Development Director to execute the necessary agreement, subject to City Attorney approval.

SUMMARY:

A. General Coordination:

Department Review	Reviewed By	Date	Not Required
City Administrator	Gus Burrell	7/20/22	
HR & Administration	Charo Miller		X
City Attorney	Jeremy Green		X
City Recorder	Lysa Vattimo		X
Finance	Kristal Hughes		X
Community Development	Nick Snead	7/20/22	
Public Works	Jeff Hurd		X
Police	Tanner Stanfill		X

B. Fiscal Impact:

- \$42,000

C. Funding Source:

- Community Development, Materials & Services, Professional Services
- 505-505-520-2503

D. Explanation of Impact:

- Council action will authorize EcoNorthwest to prepare the necessary UGB amendment proposal for the City Council to consider at a future meeting.

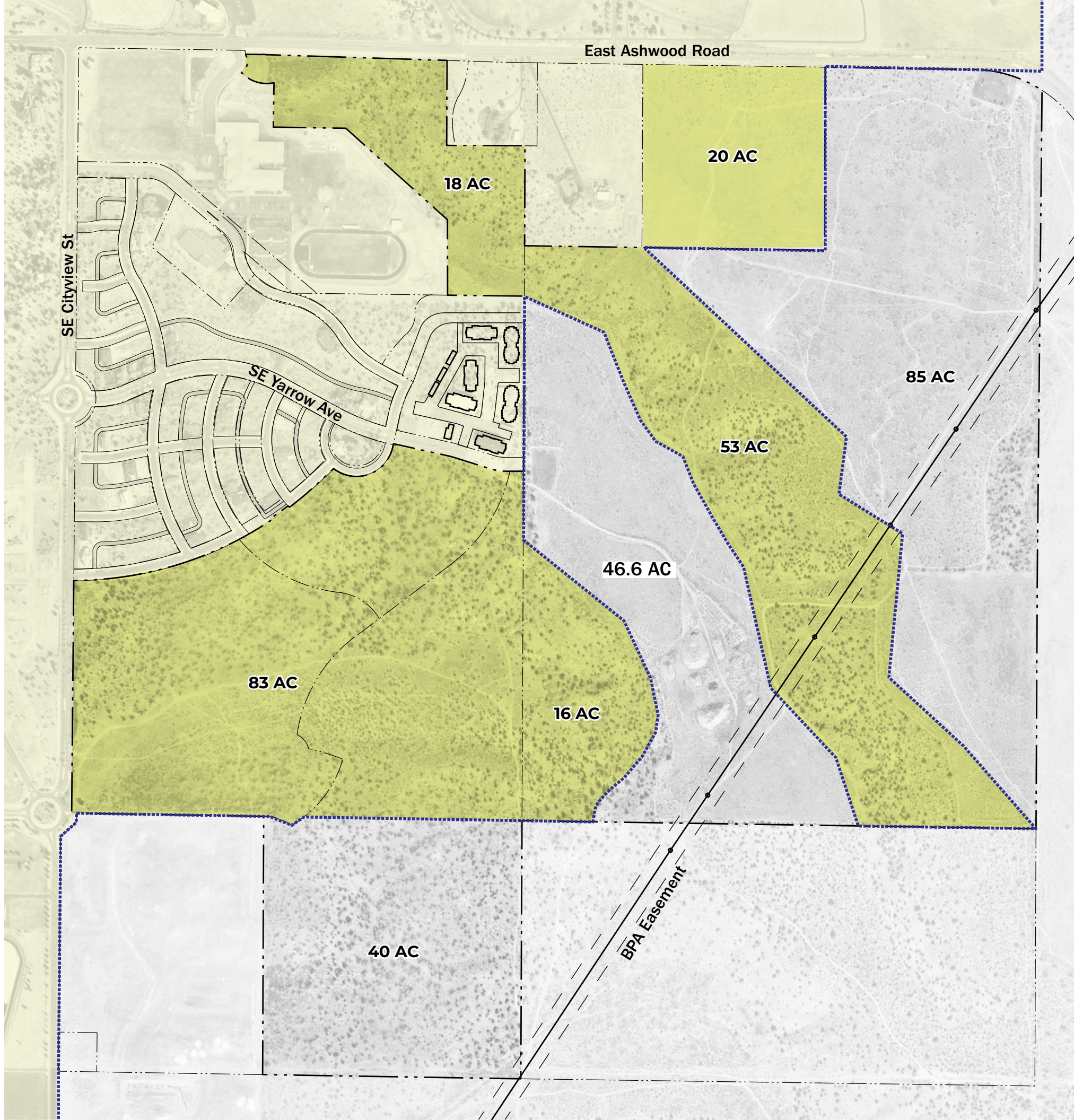
E. Supporting Documentation:

- Yarrow UGB Diagrams
- EcoNorthwest Scope of Work

RECOMMENDATION:

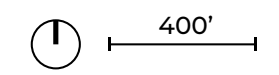
That the Council authorize EcoNorthwest to prepare the UGB Boundary amendment for the Yarrow development and authorize the Community Development Director to execute the necessary agreement, subject to City Attorney approval.

Yarrow, Madras:
Current UGB



UGB / ACREAGE

- UGB
- INSIDE UGB: 190 AC
- OUTSIDE UGB: 167 AC





- AREA INSIDE UGB TO REMAIN
- 46.6 AC CURRENTLY OUTSIDE UGB PROPOSED TO BE BROUGHT INTO UGB
- 39.3 AC CURRENTLY INSIDE UGB PROPOSED TO BE TAKEN OUT OF UGB

Yarrow, Madras: Proposed UGB Adjustments

DATE: July 15, 2022
TO: Nicholas Snead
FROM: Beth Goodman
SUBJECT: Draft Scope of Work: UGB Alternatives Analysis for Swapping Land

The City of Madras needs to conduct a land swap for land within the existing urban growth boundary (UGB) for land in the existing urban reserves. This memorandum presents a scope of work and cost estimate for completing this work.

ECONorthwest worked with Madras to understand the proposed UGB land swap through discussions with stakeholders in April to June 2022. This project picks up from the initial work of understanding the land swap to developing the technical analysis necessary to develop findings to support the UGB land swap proposal.

The product of this project will be:

- A technical report with findings to support the UGB land swap proposal, compliant with Goal 14, OAR 660-024, OAR 660-021, and ORS 179A.320.

Proposed Scope of Work

Task 1: On-Going Project Coordination

ECONorthwest will have monthly check-ins with City staff to discuss development of the analysis, identify questions, and areas for city input.

Task 2: UGB Alternatives Analysis and Findings

The process for swapping land out of the urban reserves and into the UGB is similar to the process for expanding a UGB. OAR 660-024-0070 describes the process for UGB adjustments. The land removed from the UGB will be swapped into the urban reserves. Removing land from the UGB and urban reserves, as well as adding land to take its place will need to comply with requirements of Division 24 and Division 21, including considerations of public facilities and requirement consistency in the use of land removed and added to the UGB. Both of these actions will be taken based on the City's adopted Housing Needs Analysis and need for Urban Reserves.

The UGB alternatives analysis and findings report will be based on the ORS 197A.320 priorities (formerly ORS 197.298) the requirements described in OAR 660-024, and Goal 14 locational factors to meet identified residential land needs. Developing this analysis will require GIS work to establish study areas and identify potential expansion areas based on the priority of lands described in ORS 197A.320, OAR 660-024, and the Goal 14 locational factors.

The analysis will define the preliminary study area, which will include all lands within one-half mile of Madras' UGB and all exceptions areas within one mile of Madras' UGB. Within the preliminary study area, ECONorthwest will identify smaller subareas. Within each of the

subareas, ECONorthwest will complete a review of lands consistent with the relevant state policies. In general, this includes evaluation based on the following characteristics: existing urban reserves, exception lands, soil classes, constraints (e.g., floodway or wetlands), lot sizes, and other characteristics. ECONorthwest will work with City staff and other stakeholders (identified by City staff) to develop this analysis.

ECONorthwest will develop a findings report to support the proposal to move land into and out of Madras' UGB and urban reserves.

Task 2 Deliverables:

- A technical report with findings to support the UGB land swap

Task 3: Decisionmaker Meetings

We propose the following process for meeting with stakeholders and decisionmakers. This proposal includes four meetings with the Madras Planning Commission and City Council. We recommend the following meetings:

- Worksession with the Planning Commission to discuss and answer questions about the proposed land swap.
- Worksession with the City Council to discuss and answer questions about the proposed land swap.
- Hearing with the Planning Commission about the proposed land swap.
- Hearing with the City Council about the proposed land swap.

This proposal includes meetings with the Jefferson County Planning Commission and Board of Commissioners. We recommend the following meetings:

- Hearing with the Planning Commission about the proposed land swap.
- Hearing with the Board of Commissioners about the proposed land swap.

Cost Estimate and Proposed Schedule

The cost estimate for completing the work is:

- UGB Land Swap (Task 2): \$42,000
- Stakeholder and Decisionmaker Meetings (Task 3): \$15,000 (at \$2,500 per meeting)

If needed, additional decisionmaker meetings would add about \$2,500 for preparation, attending the meeting, and follow up.

The schedule for completing the work in this task will depend, in part on discussions with decision makers. Our best estimate is completion of the project by April 2023.

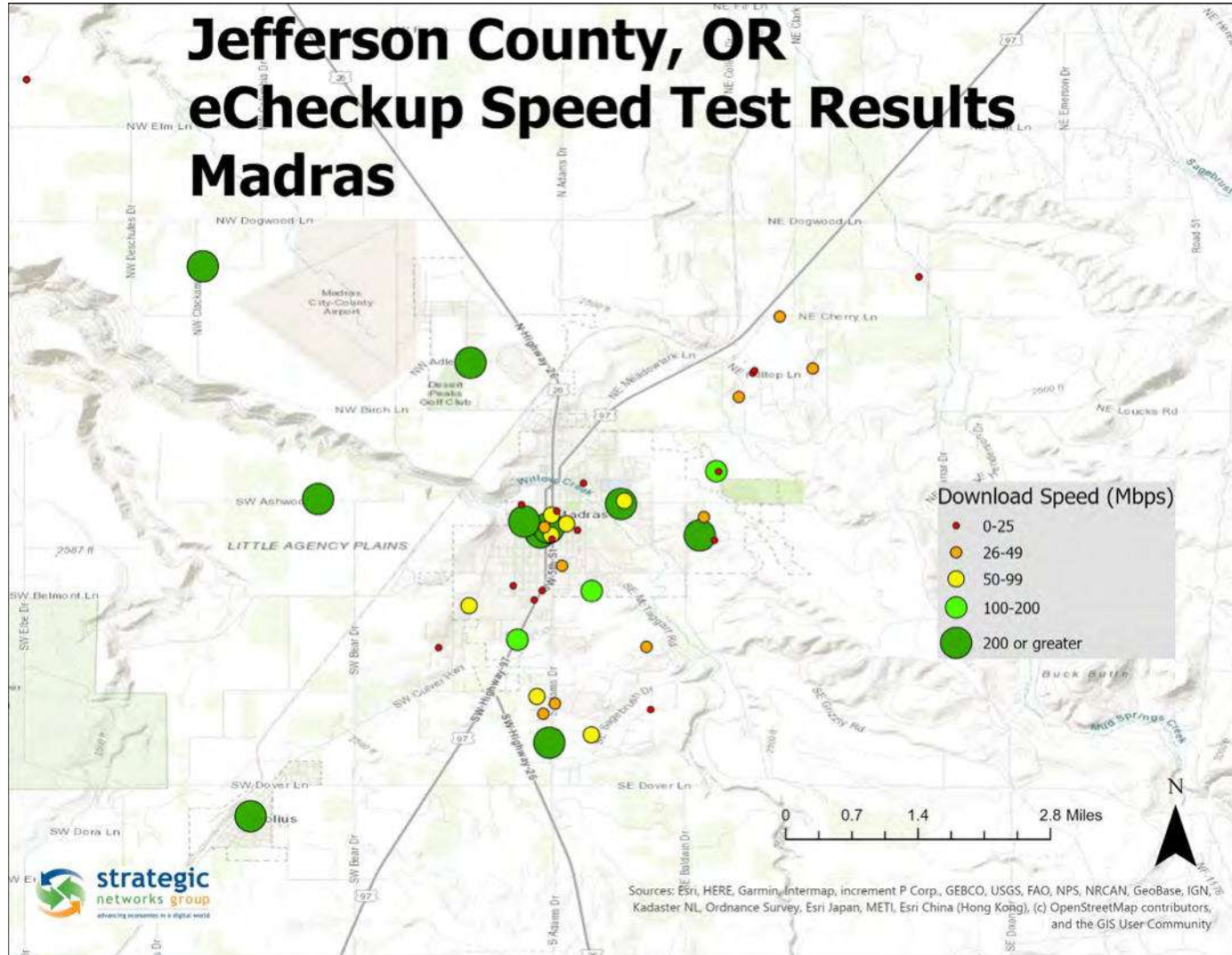
Jefferson County, Oregon

eCheckup Data Collection

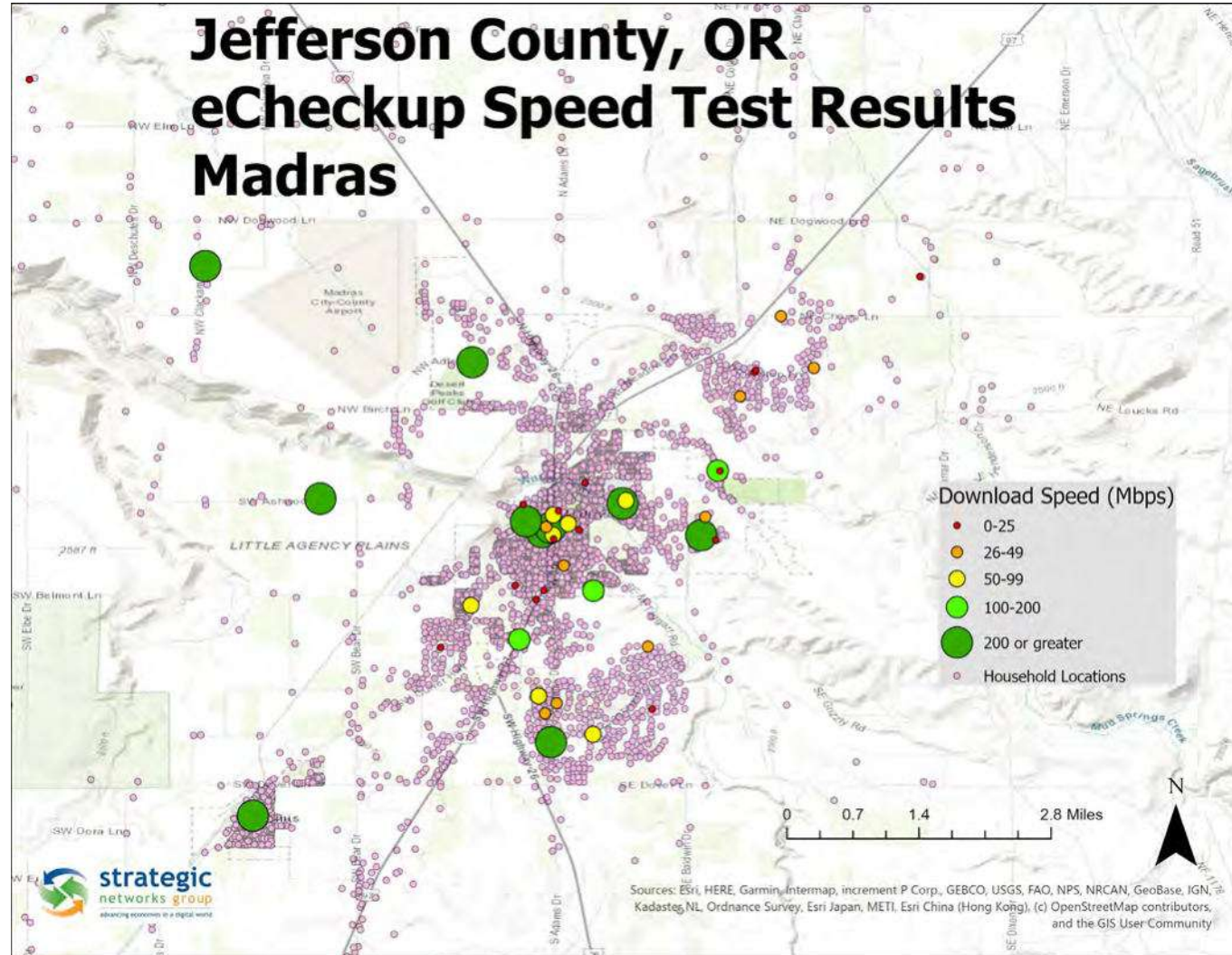
Preliminary Findings

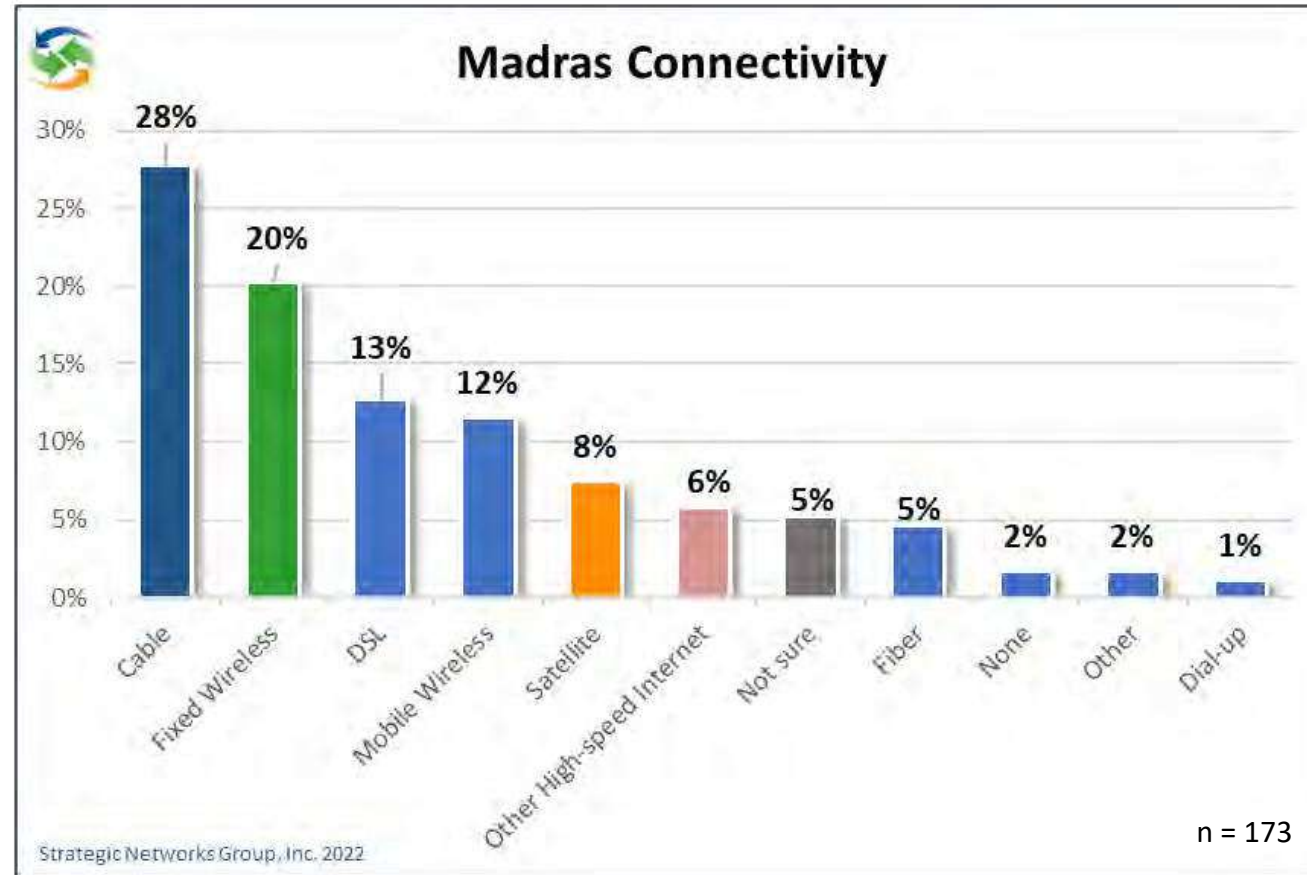
July 25, 2022

- Start with understanding digital goals, needs, and readiness (DNRA)
- Community planning to raise awareness and drive engagement
- Outreach to community through stakeholders and mailing lists
- Residents and businesses invited to take an online eCheckup that takes 20-30 minutes to complete
- Data is analyzed for user needs and service demand and benchmarked against SNG's Digital Economy Database
- Data collection ran from April 8th through June 30th, 2022
- Responses received:
 - Jefferson County: 743 households and 92 businesses
 - Madras: 130 households and 43 businesses

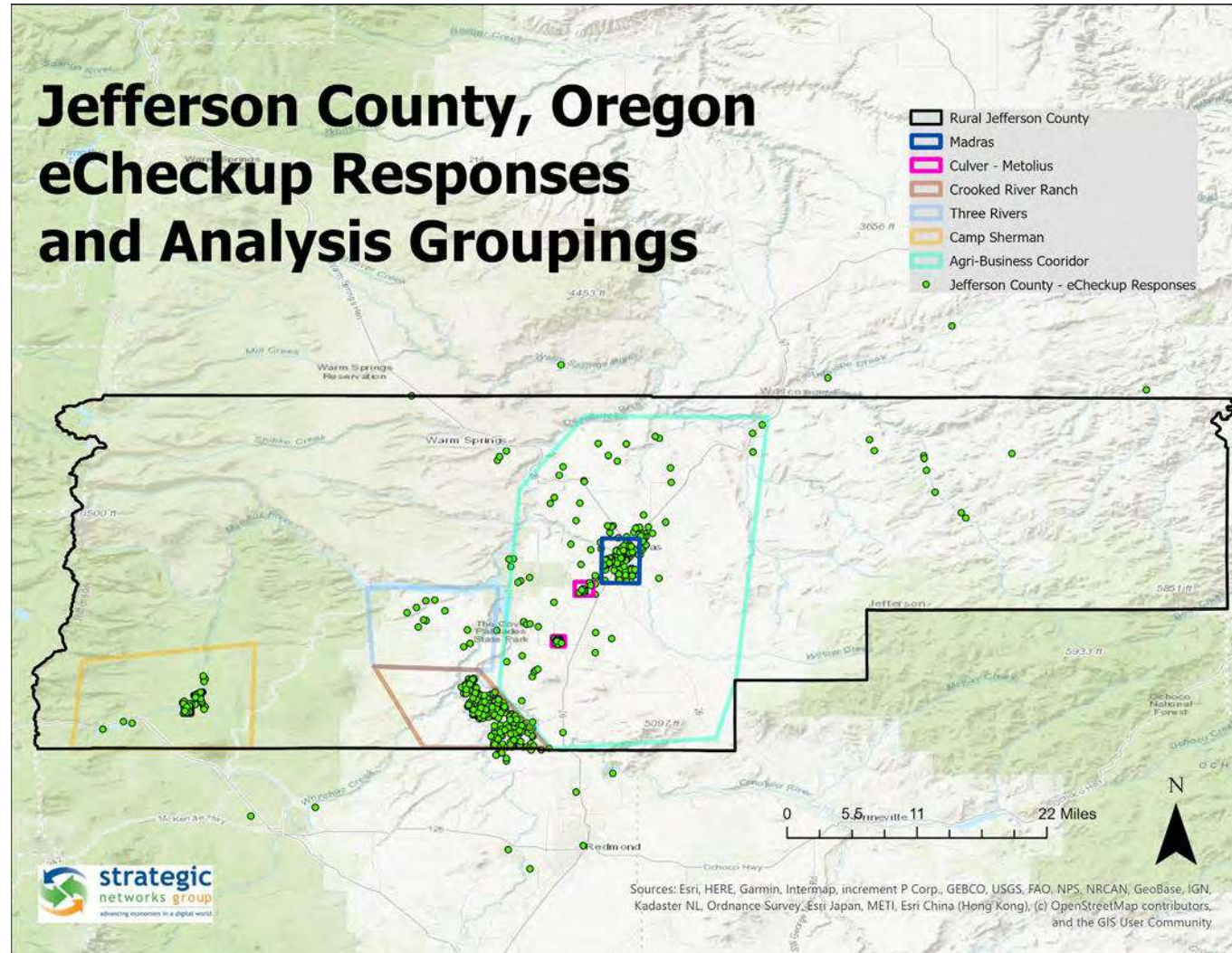


Speed Test Results with Households

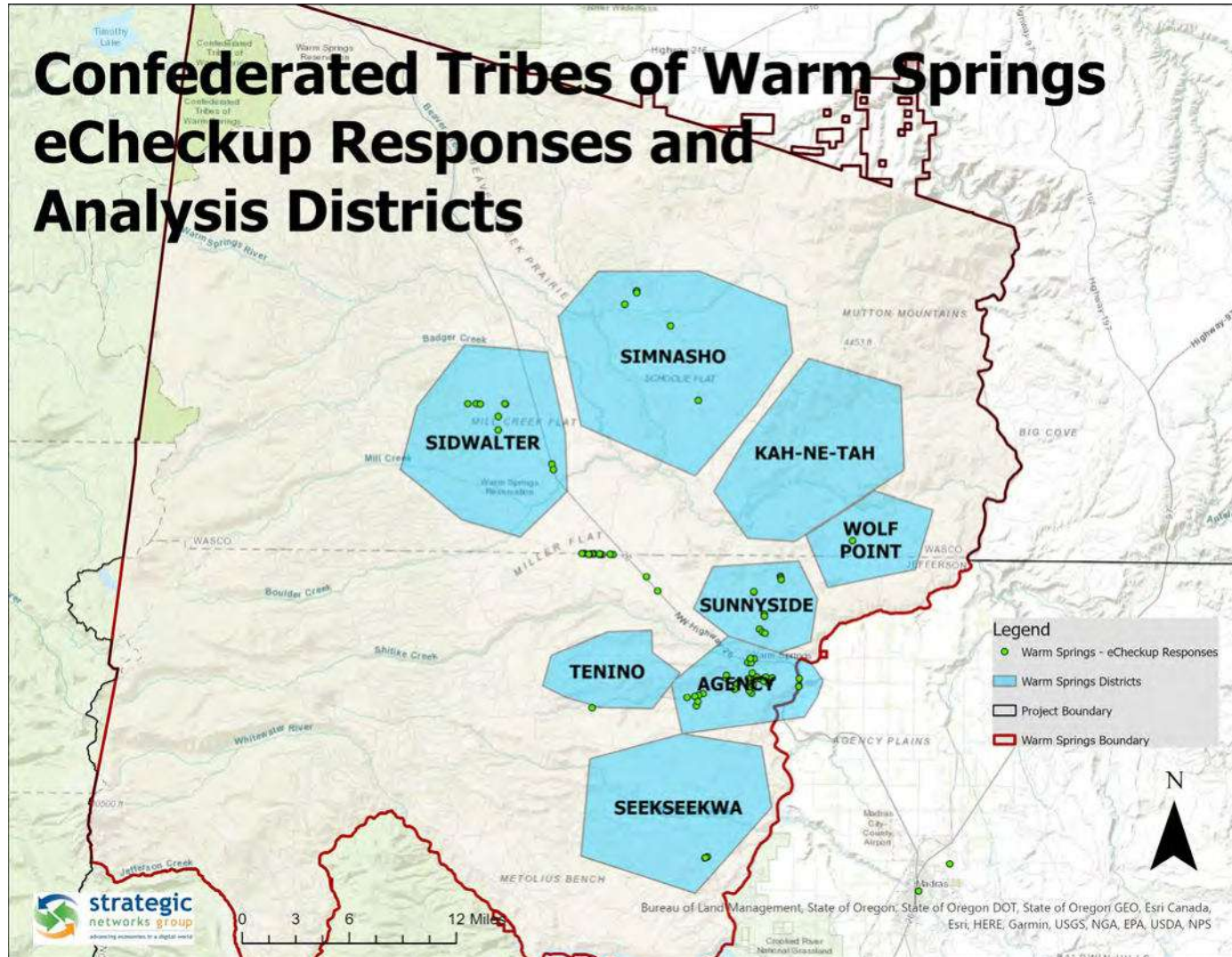




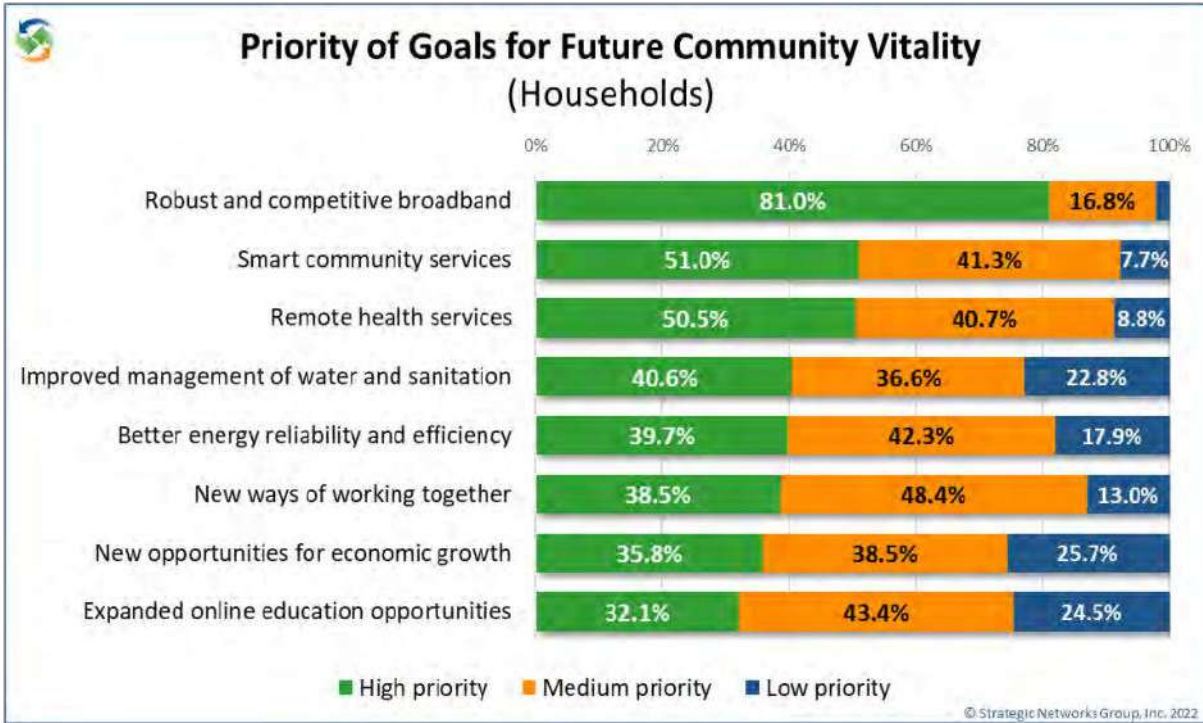
Over one third of Madras respondents' internet connections are not using future-ready technology.



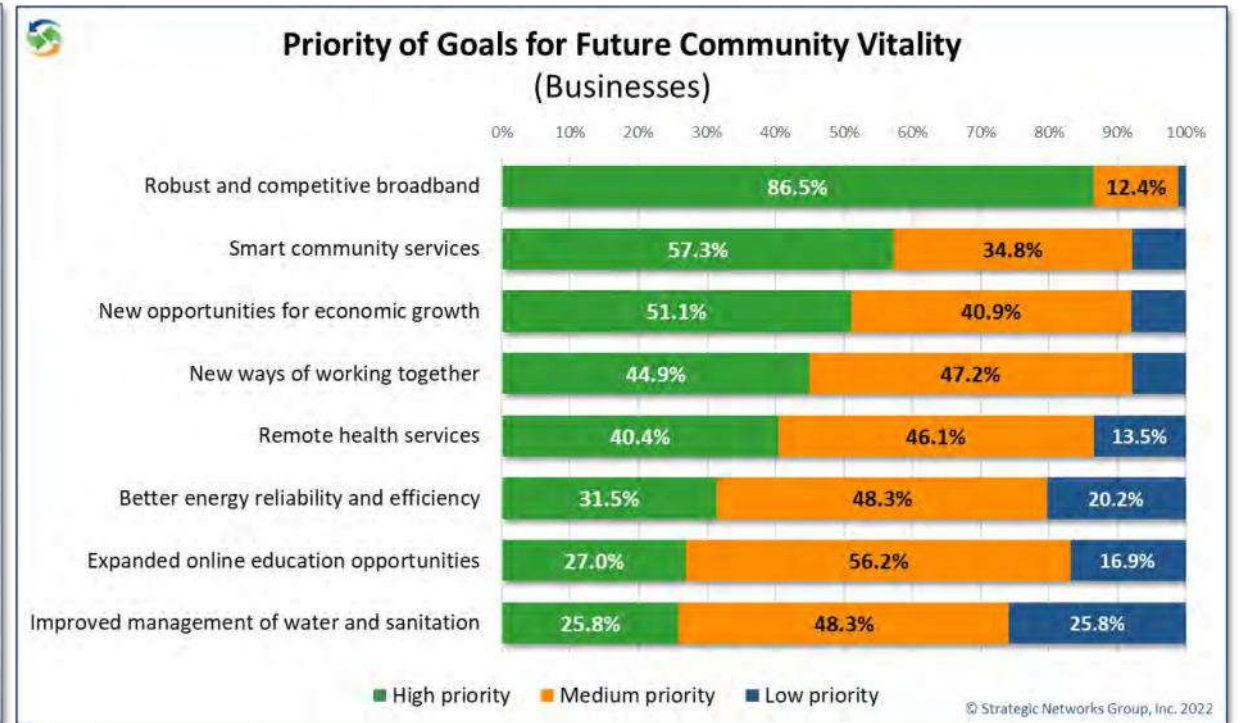
eCheckup Analysis Districts – Warm Springs



Households



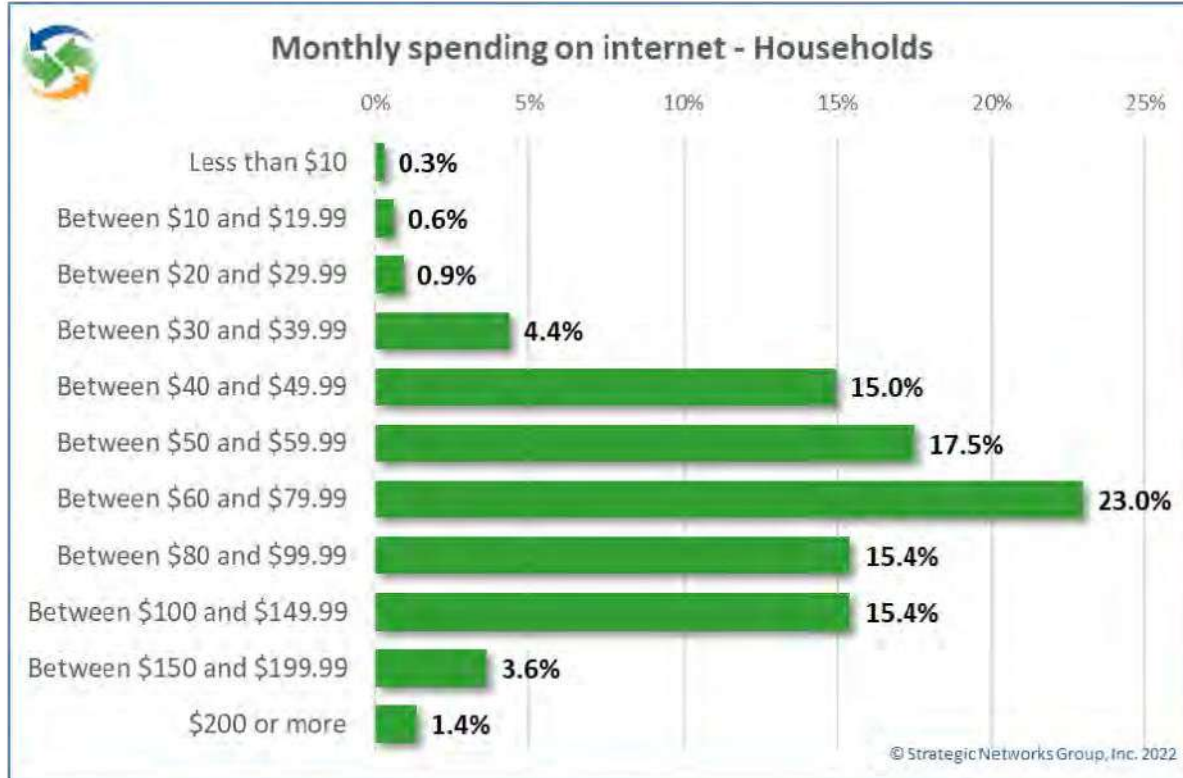
Businesses



Robust, competitive broadband is the top priority for Jefferson County residents and businesses by over a 20% margin

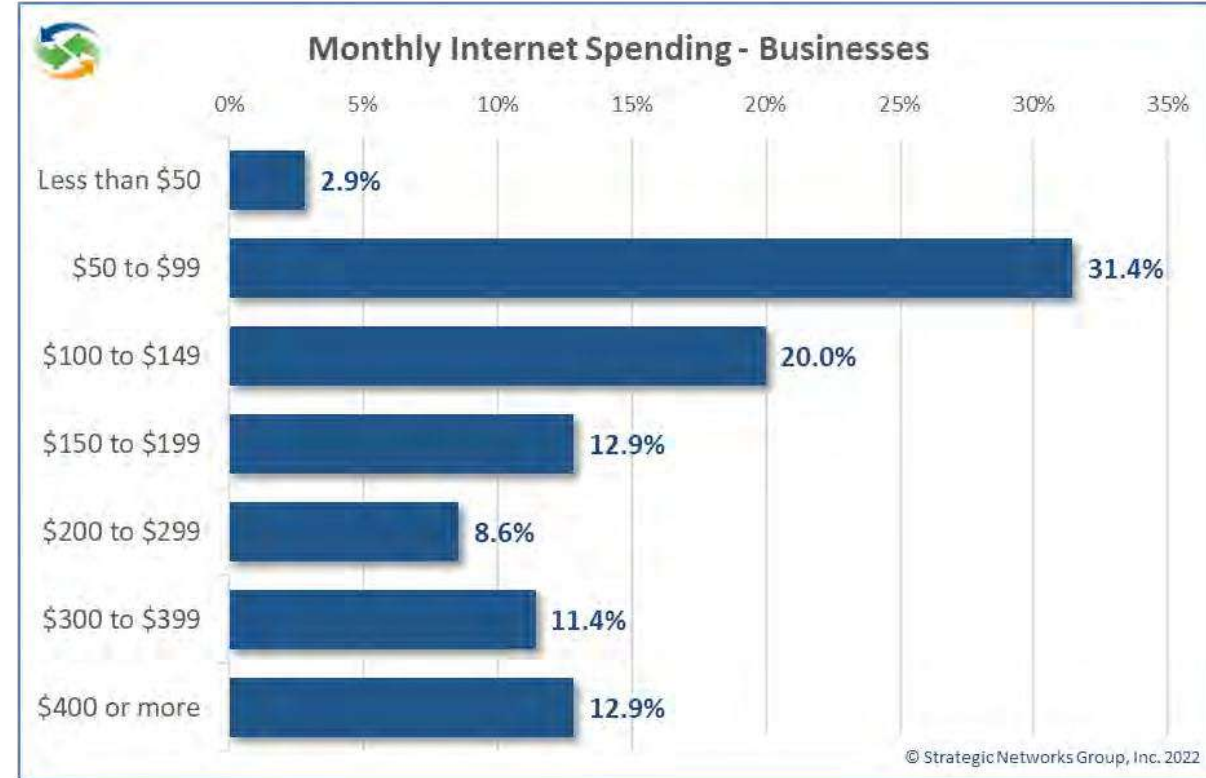
Monthly Spending on Internet

Households



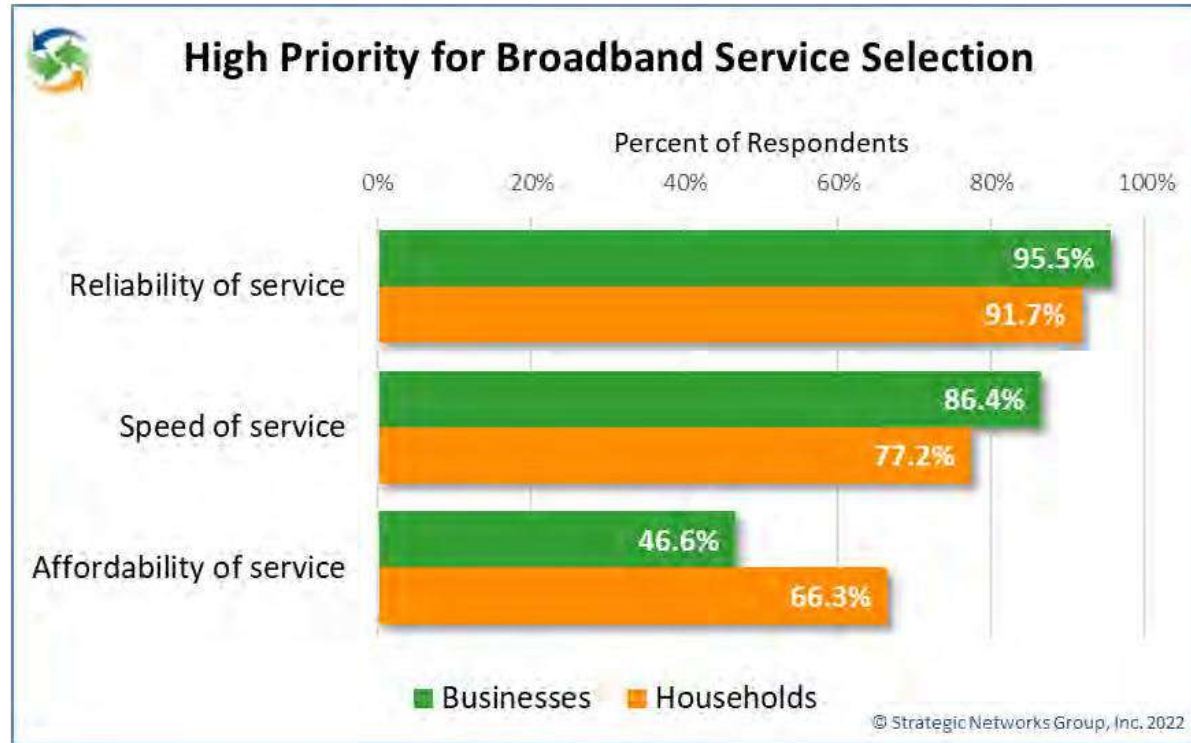
Most households spend between \$60 and \$79.99

Businesses



Over half of businesses spend more than \$100 per month

Priorities for Broadband Service

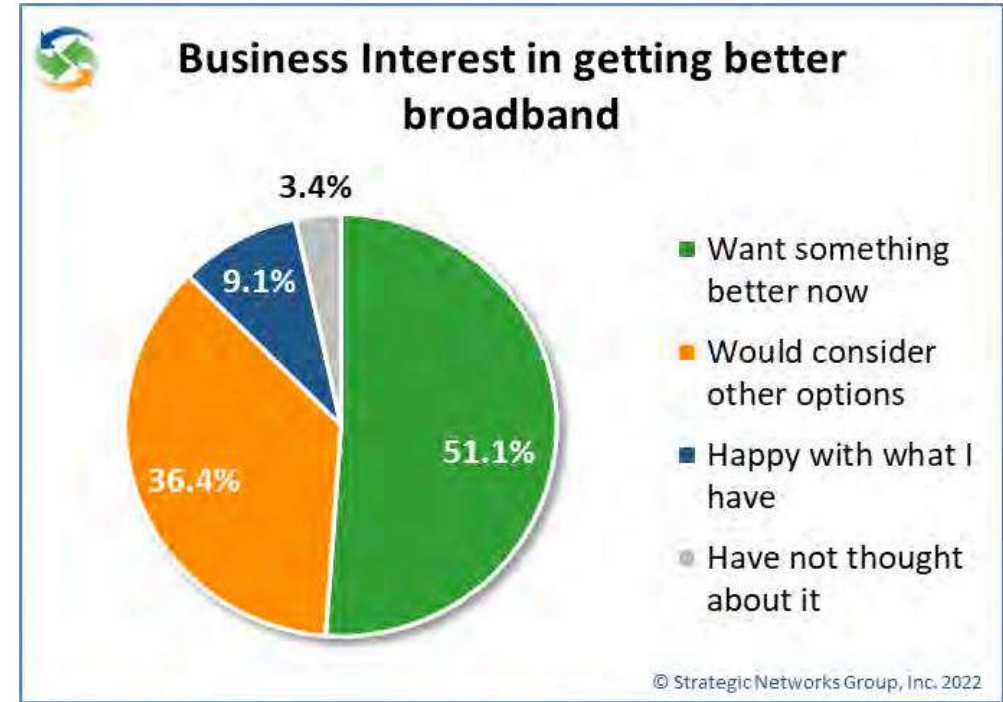
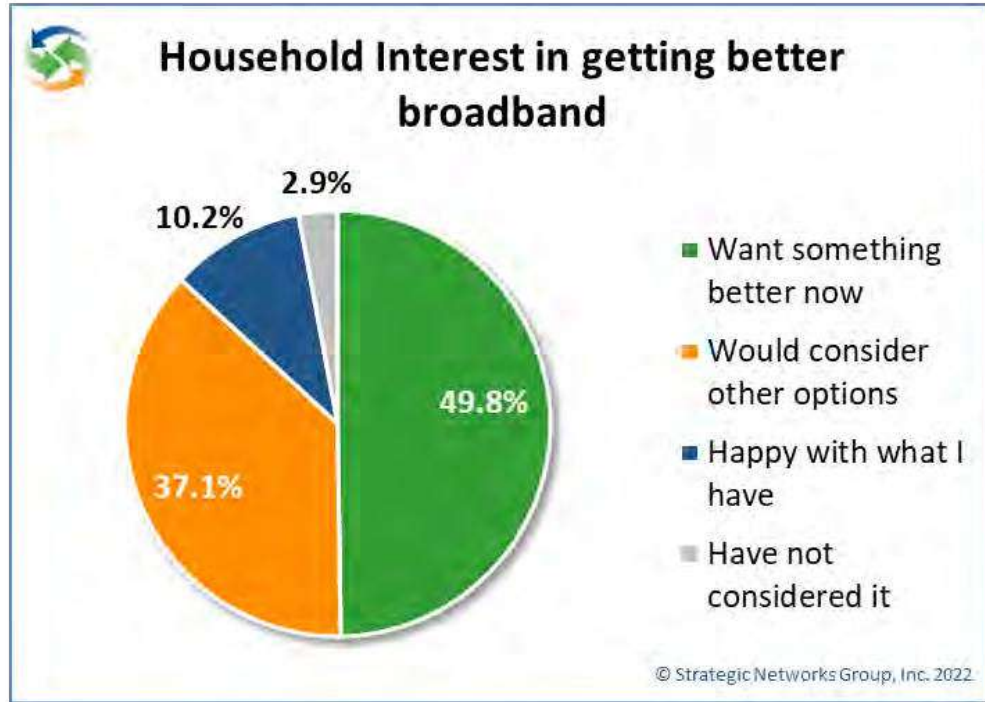


Reliability is the most important factor for broadband service selection for both households and businesses

Demand for Better Broadband

Households

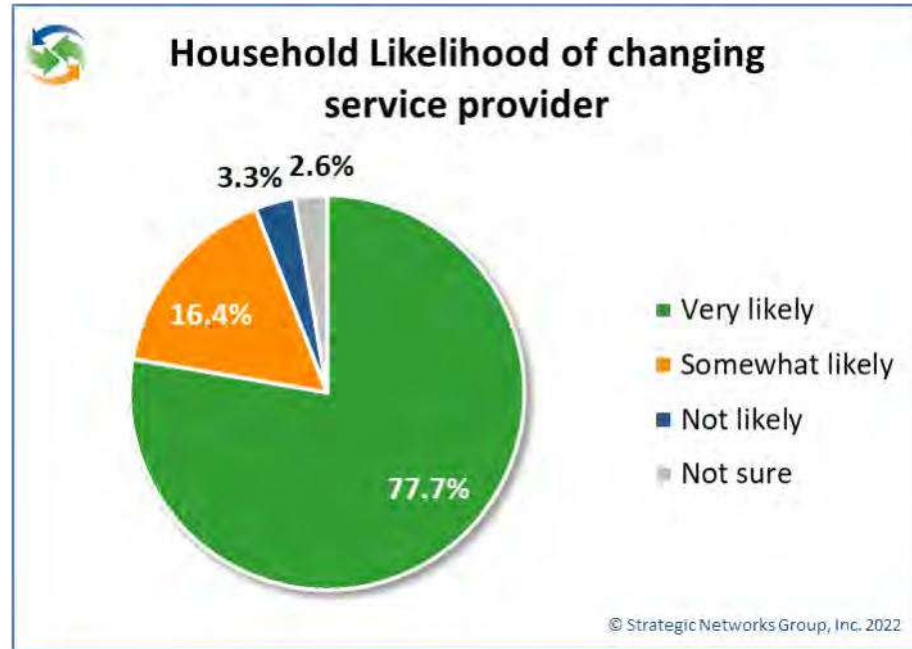
Businesses



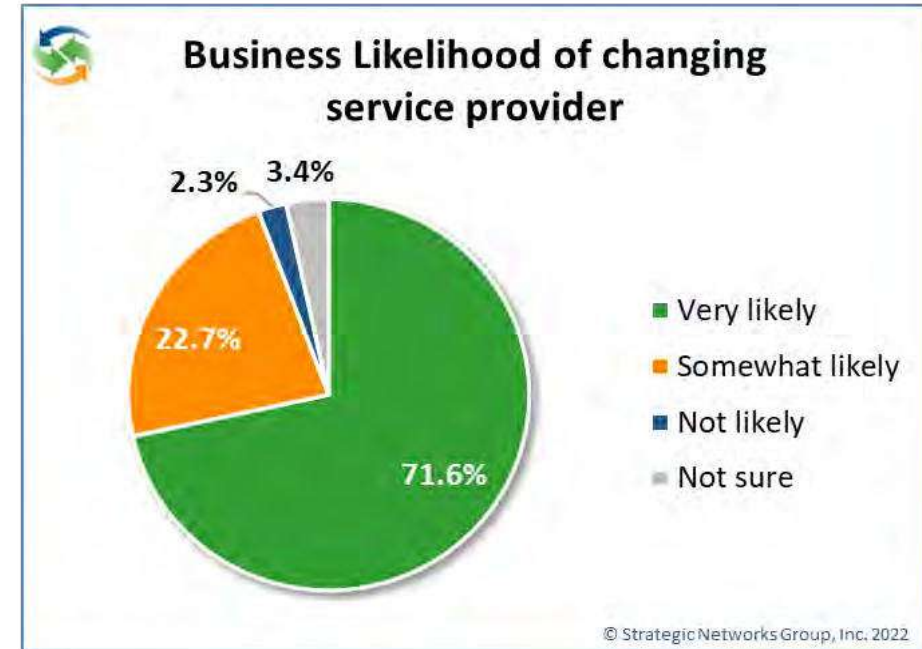
A majority of households would consider other options for broadband, while most businesses want better broadband *immediately*

Likelihood of Changing Service Provider

Households



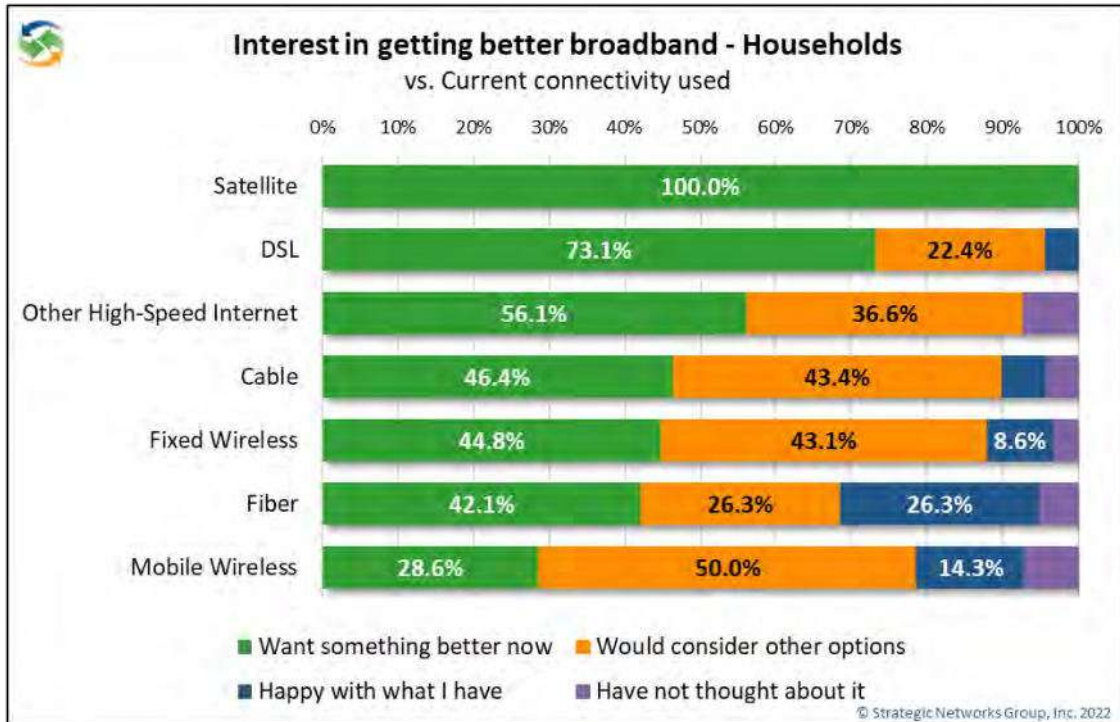
Businesses



Very high likelihood (willingness) for residents and businesses to change current service provider

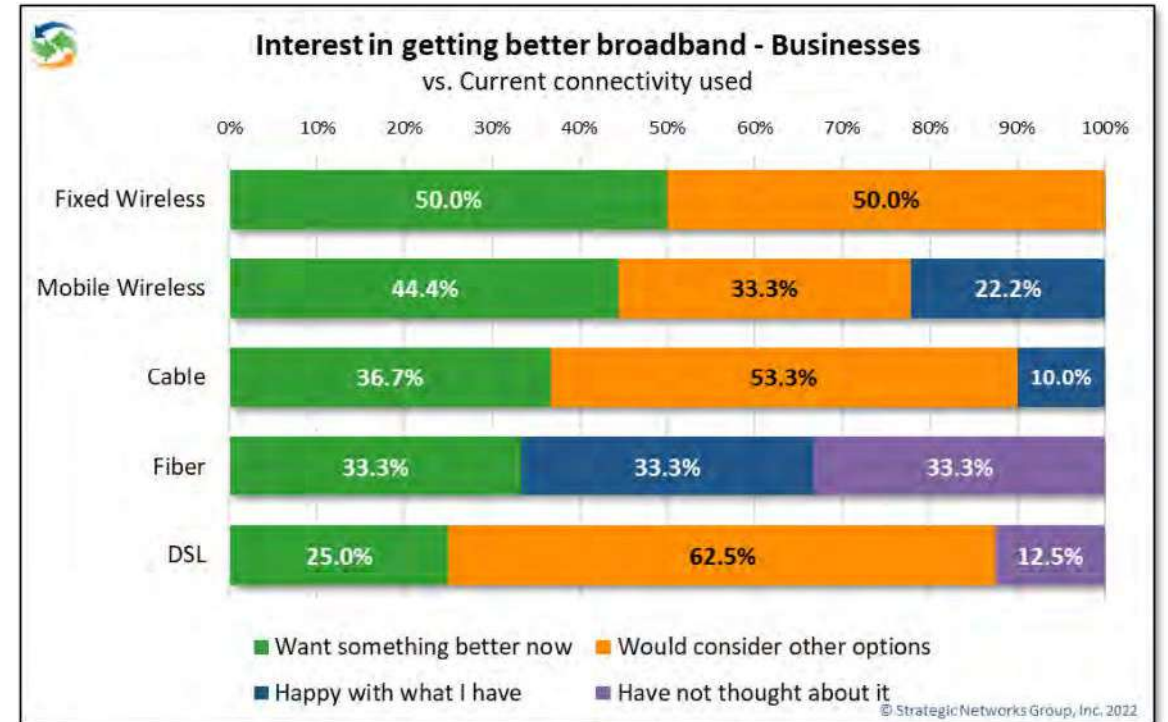
Interest in Better than Current Connectivity

Households



- Households with fiber broadband report the largest percentage of “Happy with what I have”
- DSL and Satellite households show most want something better now

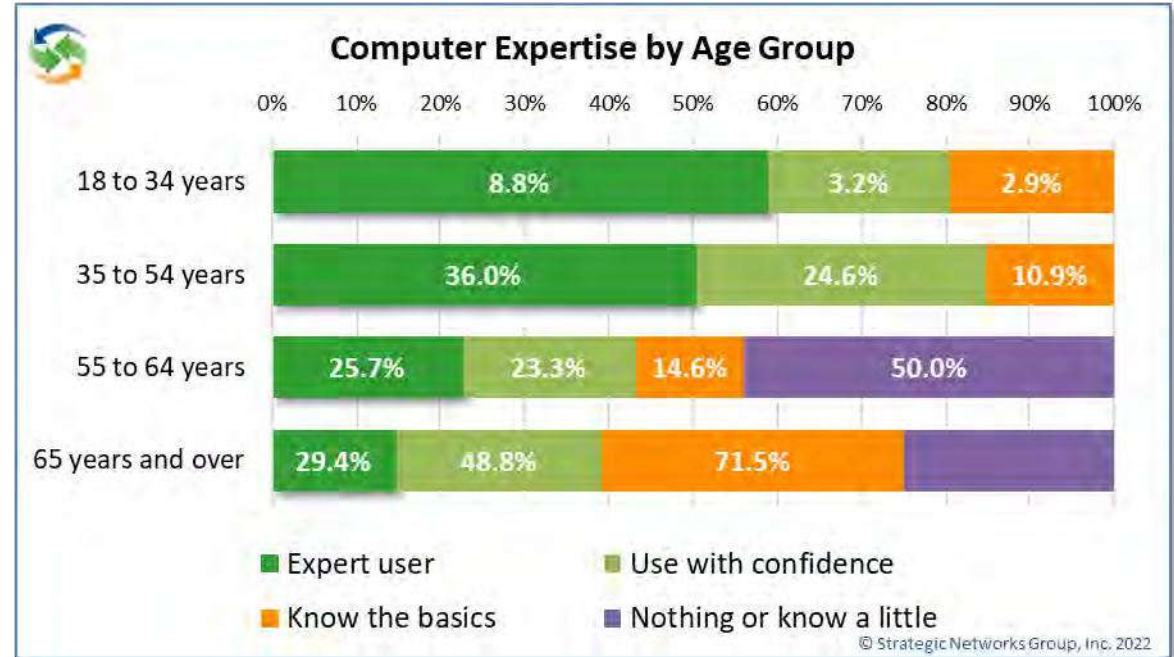
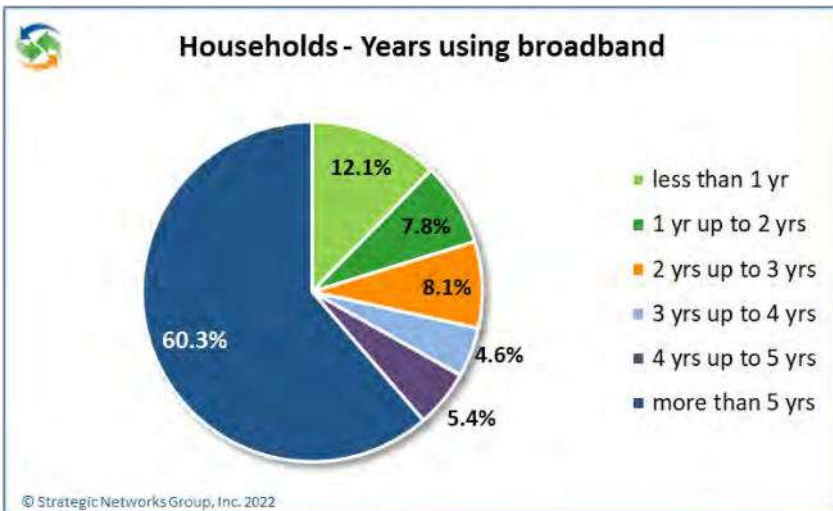
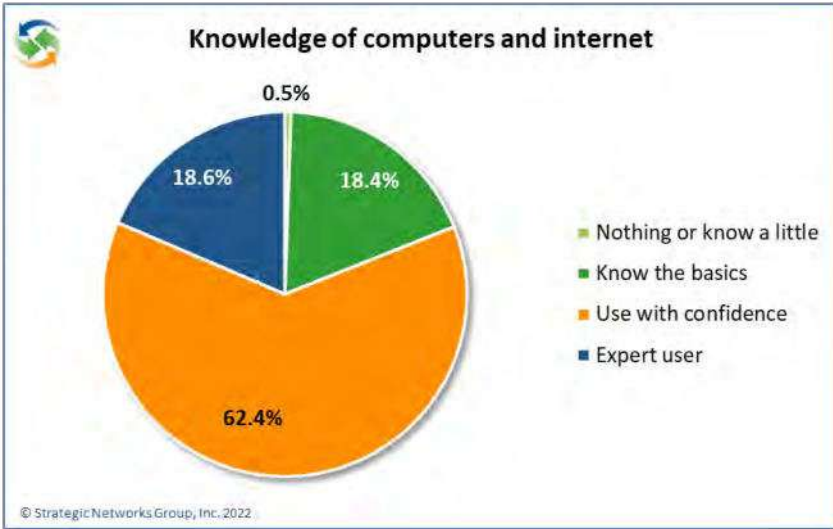
Businesses



- Businesses with fiber broadband report the largest percentage of “Happy with what I have”
- Many DSL users would consider other options

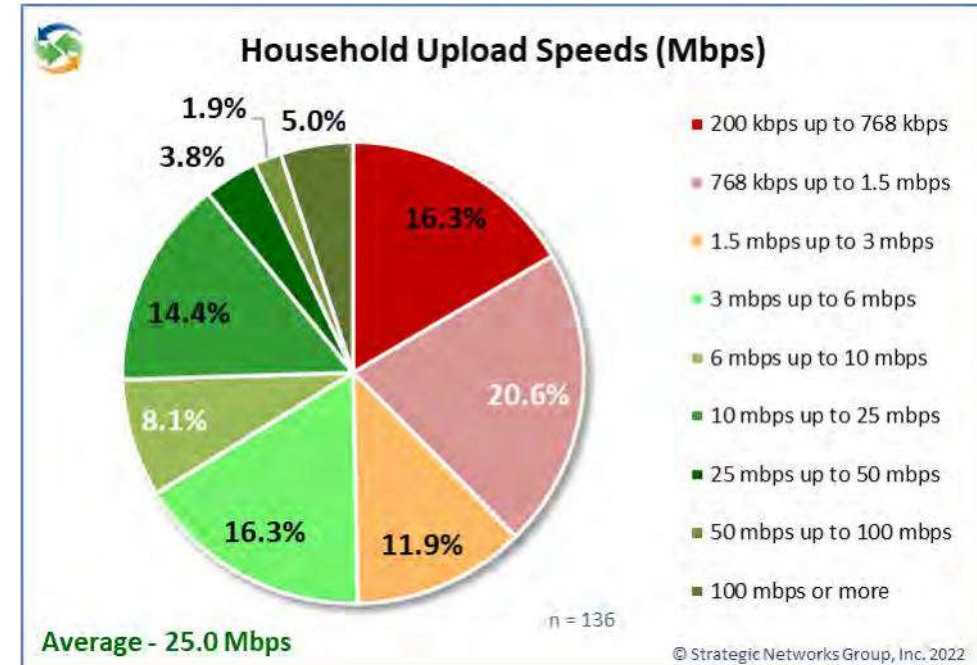
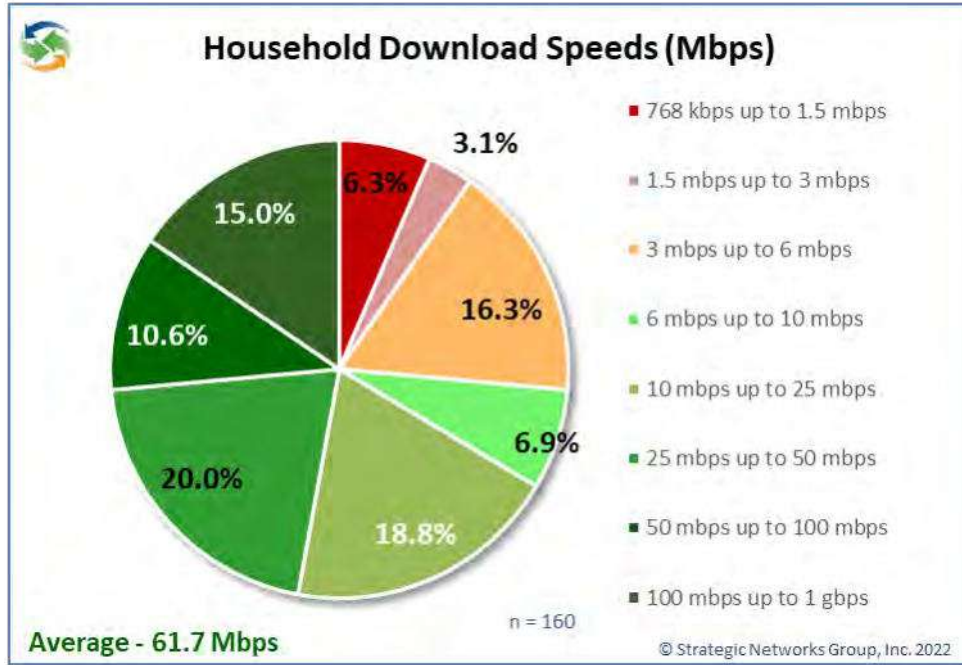
Jefferson County Data Collection Findings Household Results

Internet and Computer Experience



- Generally high level of computer skill across younger age groups
- More than 78% have been using broadband internet for at least 2 years

Measured Speeds – Households

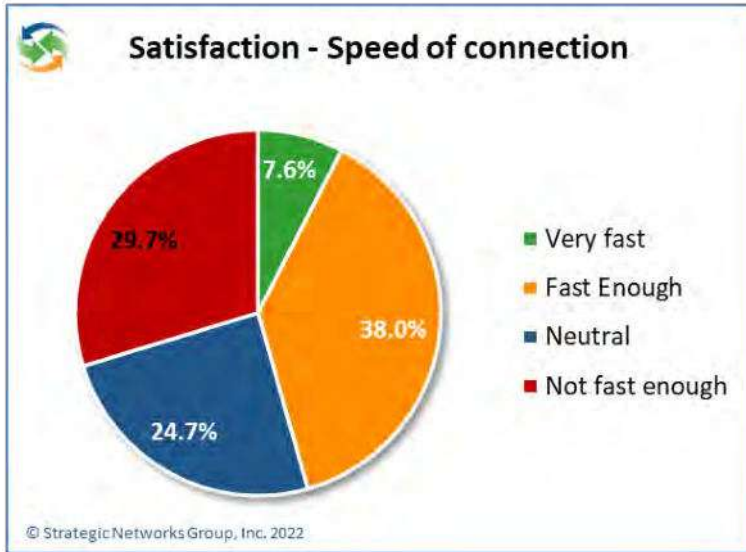


- Over half of households have less than 25 Mbps download speed
- Average speeds 61.7 Mbps down and 25 Mbps up – decent overall, but there are a significant % of underserved

Over half of households do not meet FCC 25/3 Mbps standards

*note Camp Sherman speed test results inflate overall speeds

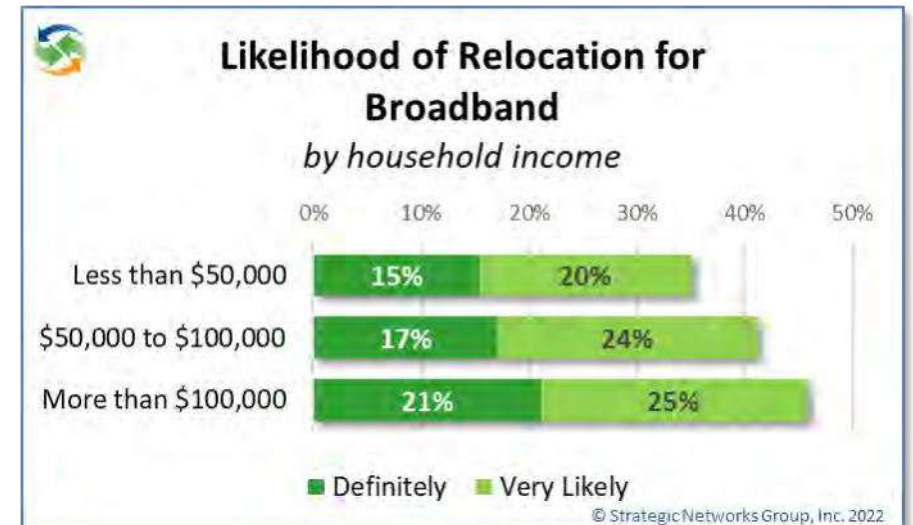
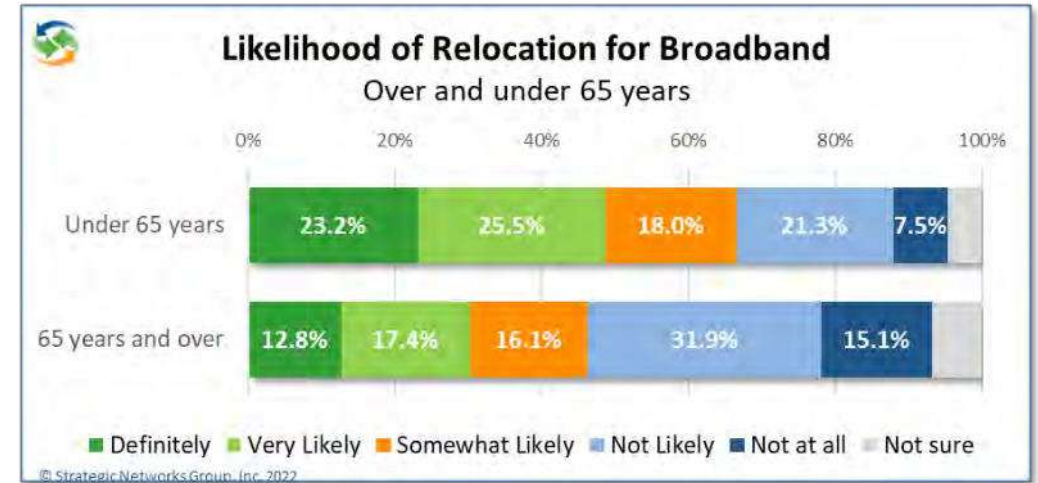
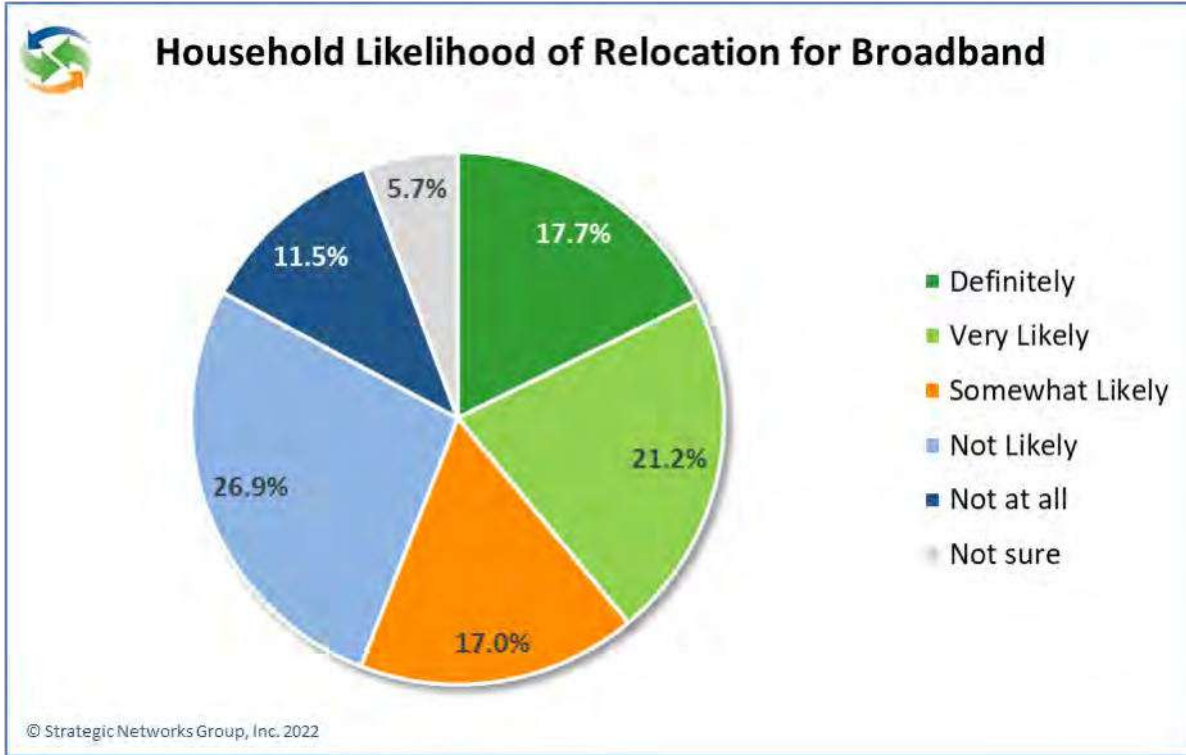
Satisfaction with Connectivity – Households



Households are least satisfied with the speed of their internet connection.

Reliability is an issue as over 50% of residents report occasional or frequent problems with internet.

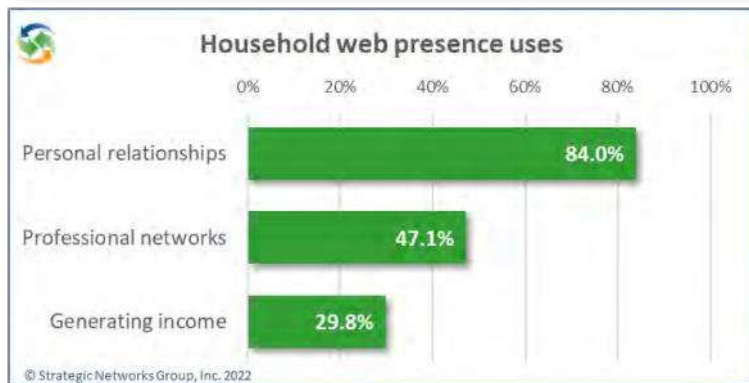
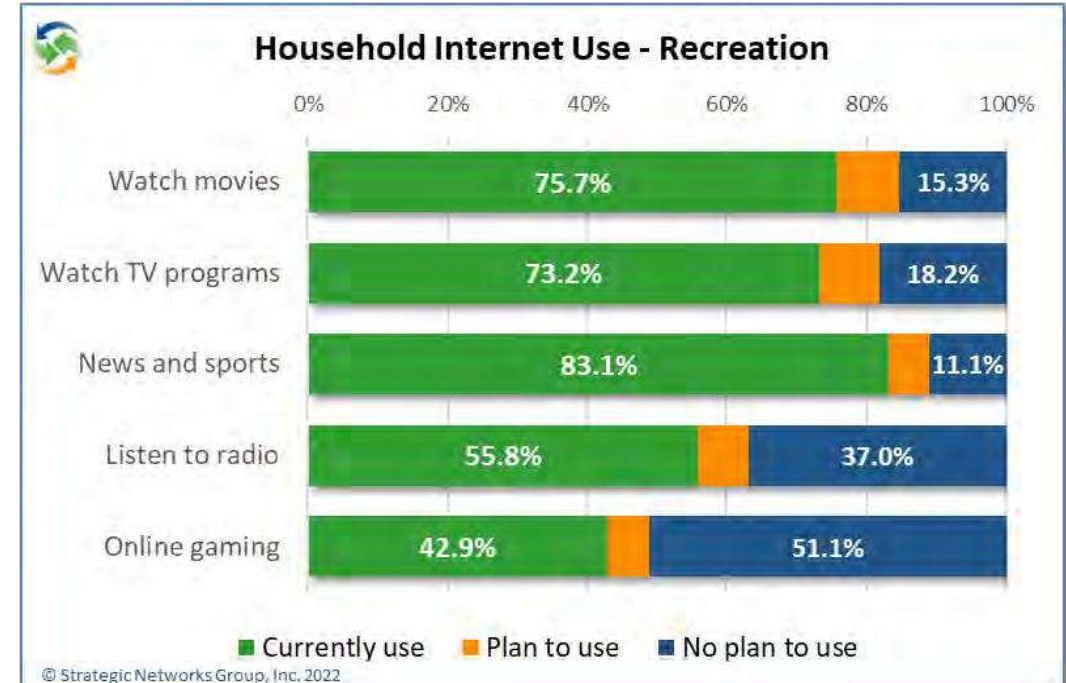
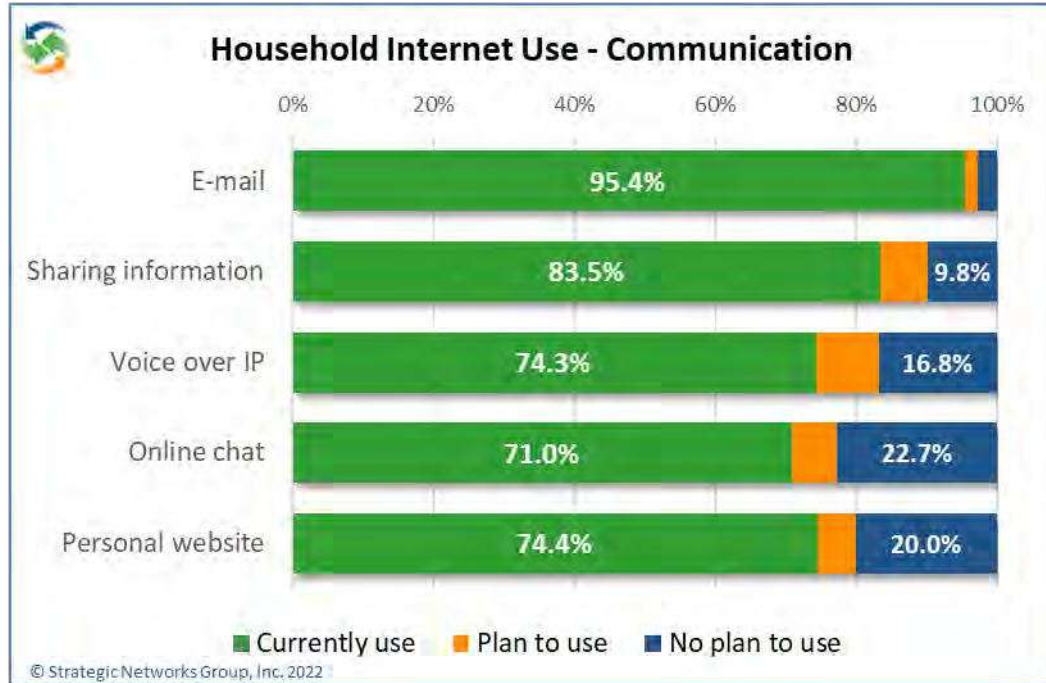
Broadband Impact on Living Location



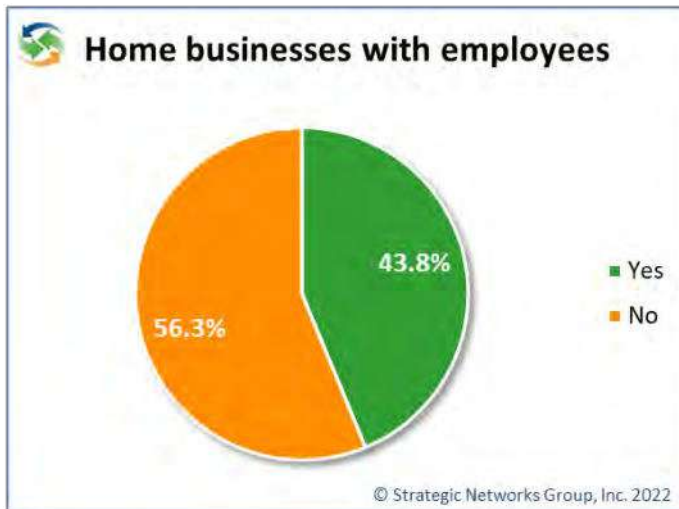
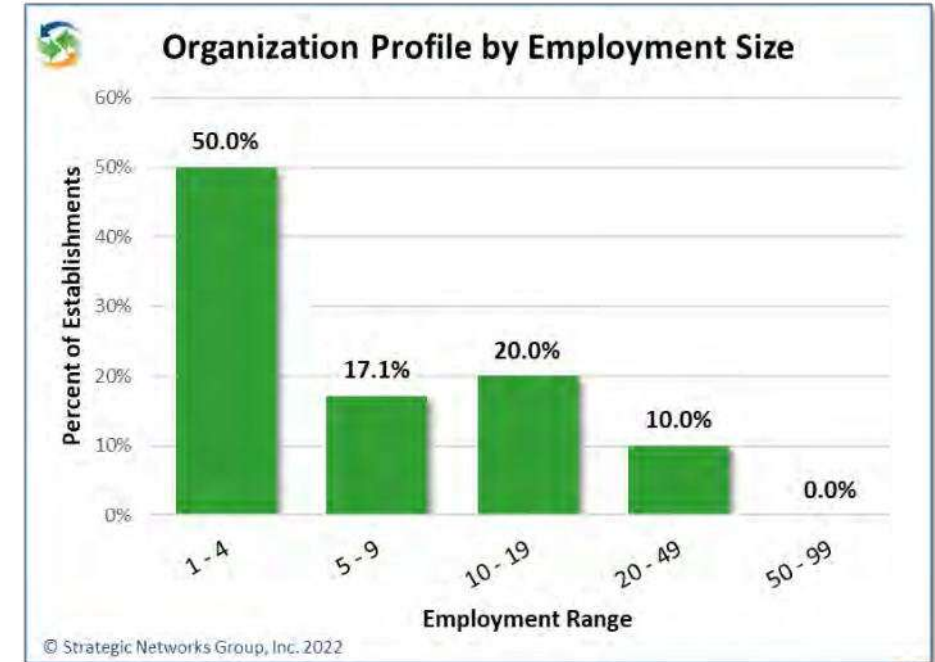
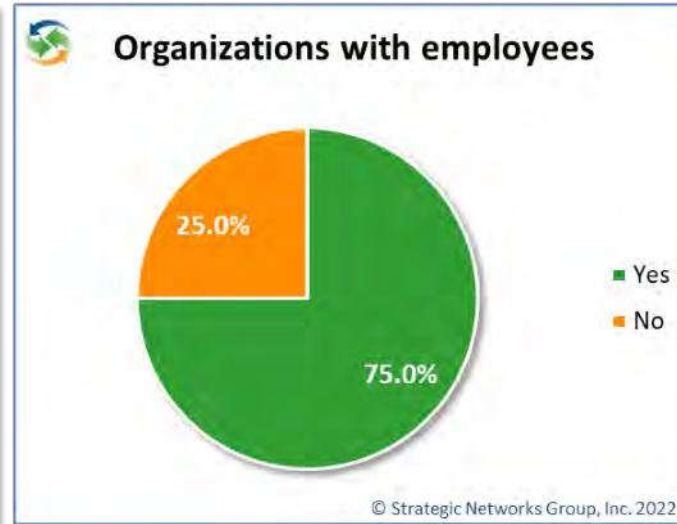
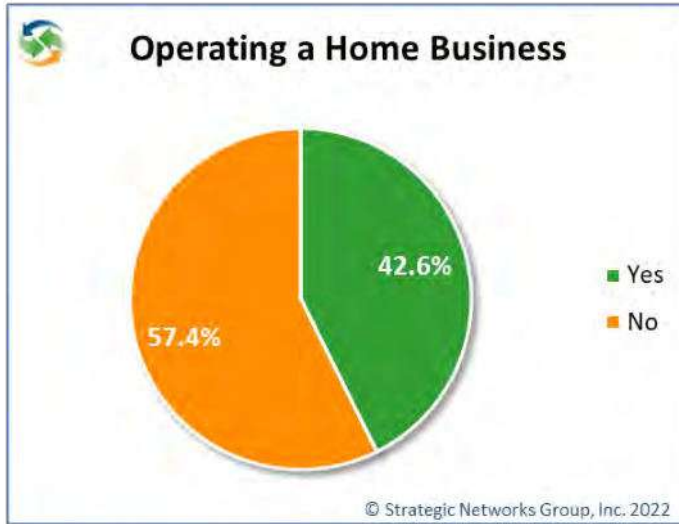
Despite overall happiness in the community, over *one third* of residents would consider relocating for broadband

- High income earners and younger population are slightly more likely to relocate

Household Utilization – Communication and Recreation

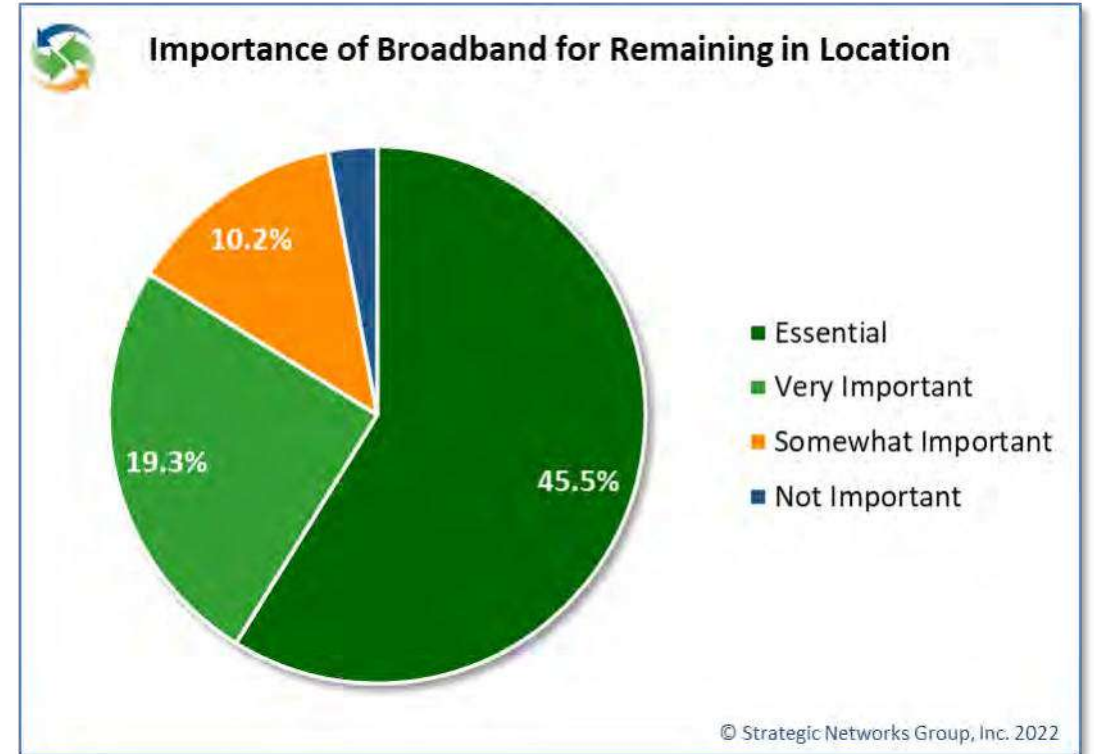
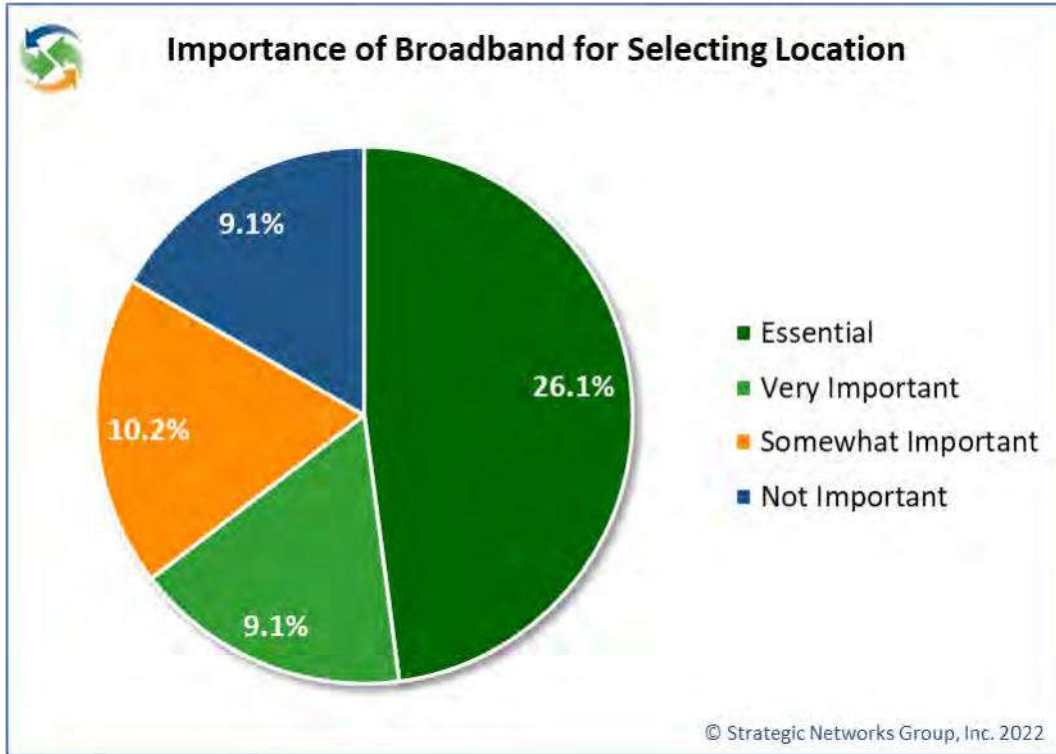


Jefferson County Data Collection Findings **Business Results**



- 50% of organizations have fewer than 5 employees
 - Over 40% of home businesses have employees

Importance of Broadband for Business Location

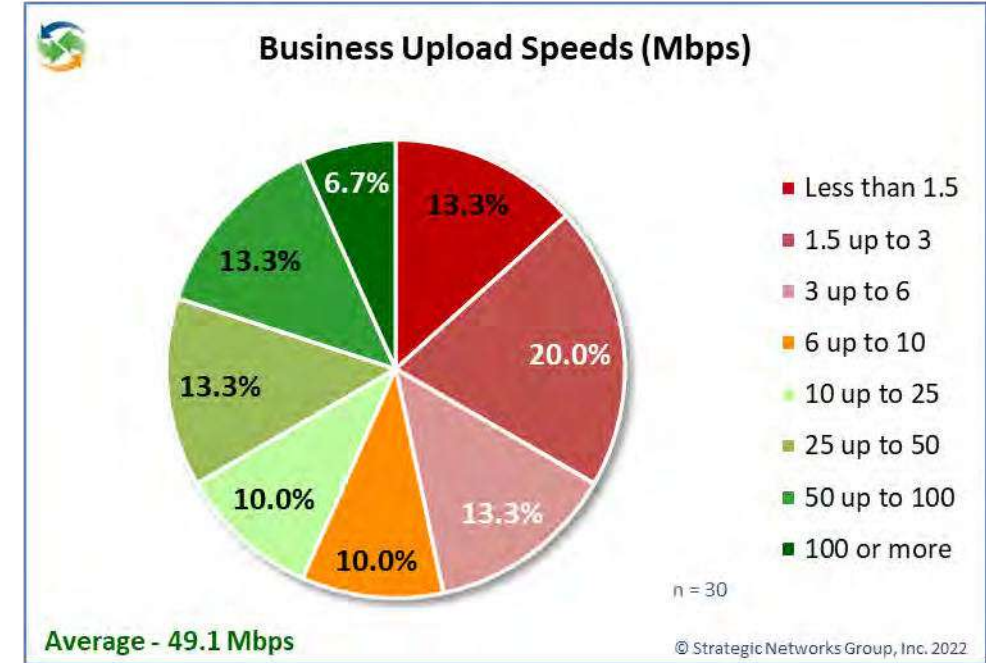
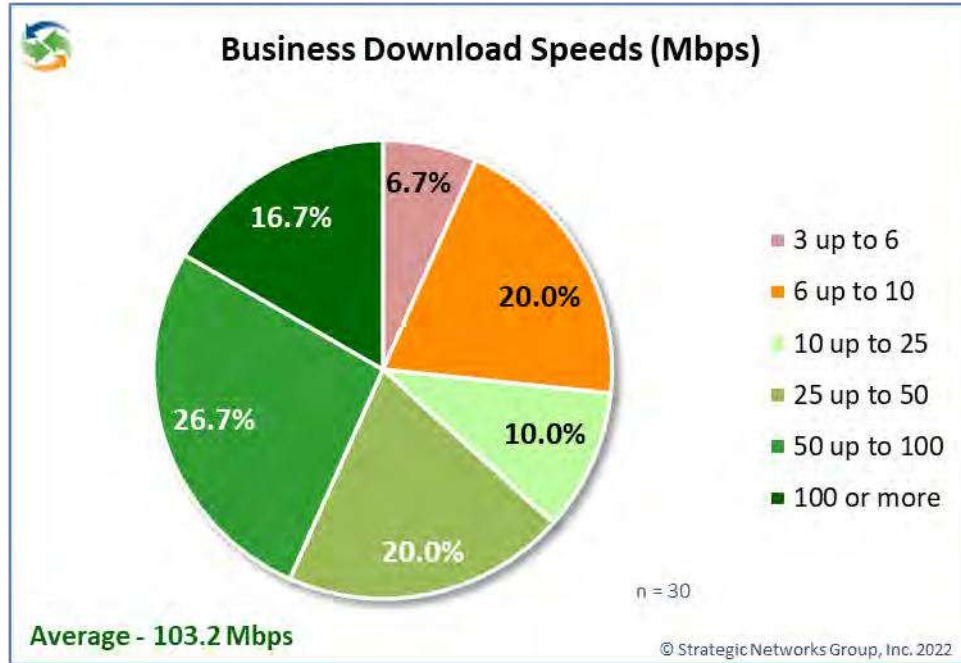


- Over one-third of businesses consider broadband a very important/essential factor in selecting business location

- More than *half* of businesses consider broadband very important/essential to remaining in their business location

Risk of business relocation out of Jefferson County without better broadband

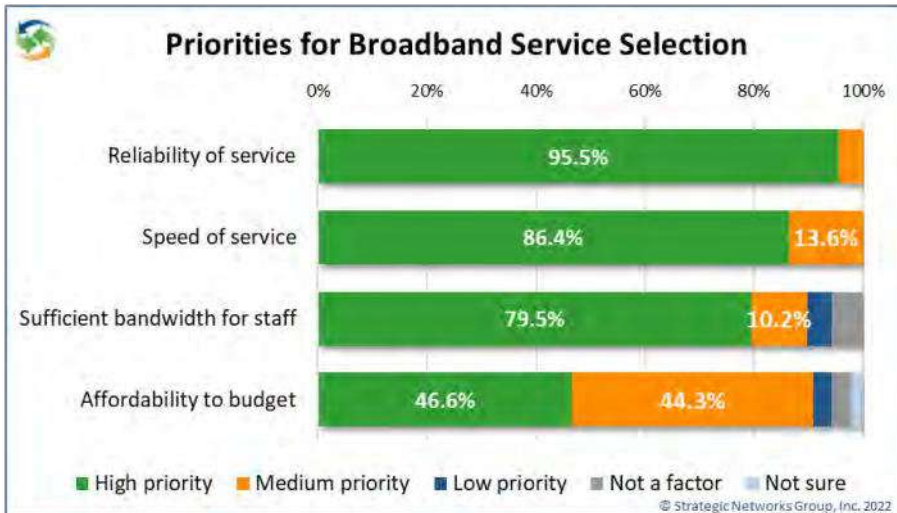
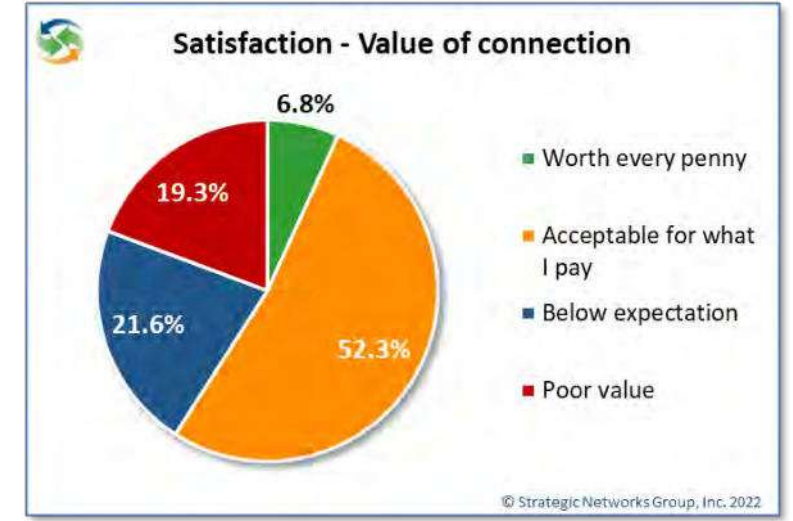
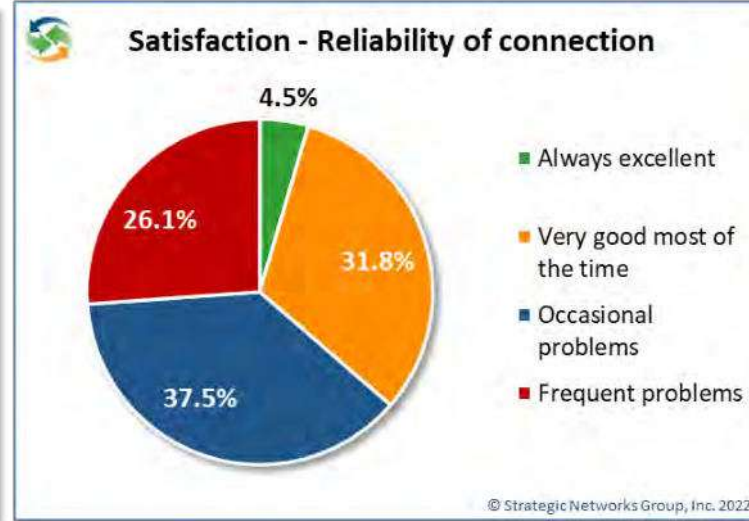
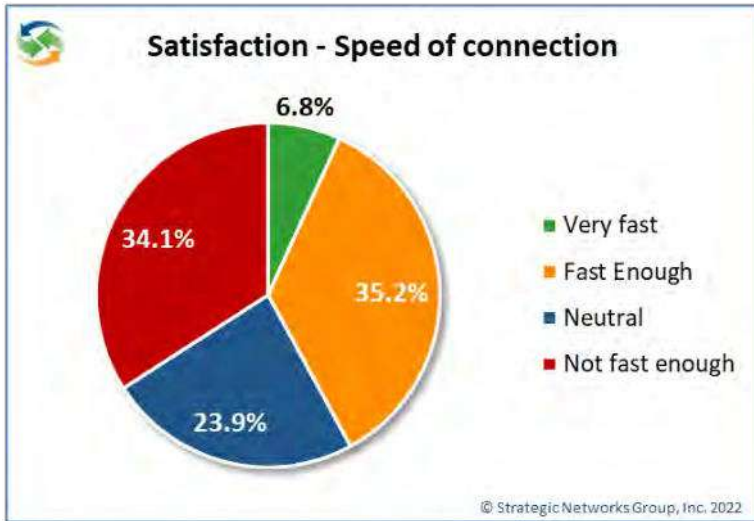
Measured Speeds – Businesses



- 36.7% of businesses have less than 25 Mbps download speed
- Average speeds 103.2 Mbps down and 49.1 Mbps up – this is good overall, but there are a significant % of underserved

Over one third of businesses do not meet FCC 25/3 Mbps standards

Business Satisfaction with Connectivity



- Reliability is the highest priority for service selection for most businesses
- 26% of businesses have frequent reliability problems with their connections
- 34% of businesses say their connection is not fast enough

Most businesses are less than satisfied with their connectivity

Thank You



strategic
networks group
advancing economies in a digital world

Michael Curri
President, Strategic Networks Group, Inc.
+1 202.558.2128
mcurri@sngroup.com



[linkedin.com/company/strategic-networks-group](https://www.linkedin.com/company/strategic-networks-group)



[@SNGroup](https://twitter.com/SNGGroup)

From: Andrew Spreadborough <andrews@neighborimpact.org>
Sent: Wednesday, July 13, 2022 9:10 AM
To: Gus Burrell <gburrell@ci.madras.or.us>
Subject: NeighborImpact Board of Directors
Sensitivity: Confidential

Hi Gus,

We have an opening on the NeighborImpact board, and I am wondering if you can share this information with your council to determine if any council members have an interest in serving on the board.

NeighborImpact bylaws state that one third of board members will be elected officials. We have an opening in that category, and for geographic balancing purposes we would like this opening to be filled by a Jefferson County elected official.

Current elected officials: Commissioner Mae Huston, Judge Roger DeHoog, Judge Annette Hillman, and Prineville Councilor Patricia Jungmann.

If any council member has an interest or would like to learn more about this opportunity let me know and I will connect them with our board president Chad Carpenter, who can provide more information and answer questions.

Here is a link to our website, board of directors page: <https://www.neighborimpact.org/about-neighborimpact/board-of-directors/>

Thank you!

Andrew Spreadborough

Deputy Executive Director, Strategy and Operations
20310 NE Empire Ave., Suite A100
Bend, OR 97703
Phone (541) 323-6508
Cell (541) 280-0631

Call to Service: NeighborImpact Board of Directors

- Have you ever had trouble making ends meet?
- Do you care about people who are struggling?
- Do you have a few hours a month to give to make your community better for economically disadvantaged citizens?

Consider serving on a NeighborImpact board committee.

NeighborImpact is seeking community members to serve on its board committees. If you do not meet the requirements for an open board of directors seat, you may consider serving on a committee, instead. Your insights can shape how Central Oregon's largest provider of social services helps the region take care of its most vulnerable citizens. There are three board committees focusing on: [finance](#), [lending](#), and [board development](#); and two board advisory committees: [diversity, equity & inclusion](#); and [advancement](#). Click on the committee for more information.

No prior experience necessary. Your voice is all that is needed. Please volunteer today.

Information about the Board

All members of the Board are selected in a manner to assure they speak and act on behalf of the group, organization, or membership classification which they represent.

A minimum of nine (9) director positions must be filled, but no more than fifteen (15) may be filled. Board members must be residents of Crook, Deschutes and Jefferson counties. No county shall have less than three representatives at any given time. Each county shall have at least one board member from each of the following categories of representation;

- (a) One-third of the Board is elected public officials.
- (b) At least one-third of the Board is representatives of the economically disadvantaged of Crook, Deschutes and Jefferson Counties.
- (c) The remainder of the Board is comprised of representatives, officials or members, of business, industry, labor, religious, welfare, education or other major groups and interests in the community.

Interested individuals seeking a seat on the Board of Directors should submit an application describing their qualifications, interests and overall community involvement.

[Click here for Board information materials](#)

[Click here for Board of Directors/Committee member application](#)

During a director's term, they are required to serve on a board committee, advisory committee or task force. The Board of Directors has regularly scheduled meetings convening on the second Thursday of each month beginning at 5:30 pm (day, time and location subject to change).

Board Roster

Chad Carpenter

President
Executive Committee
Deschutes County
Term: 1/21 – 12/23

Brent Wilkins

Vice President
Executive Committee
Attorney at Law
Deschutes County
Term: 1/20 – 12/22

Brenda Comini

Secretary/Treasurer
Executive Committee
Crook County
Term: 1/21 – 12/23

Dan Martinez

Executive Committee
Confederated Tribes of
Warm Springs & Jefferson
County
Term: 1/21 – 12/23

Heather Simmons

Executive Committee
Deschutes County
Term: 1/20 – 12/22

Jose Balcazar

Deschutes County
Term: 1/19 – 12/24

Malinda Corley

Deschutes County
Term: 12/21 – 12/23

Roger DeHoog

Judge, Oregon Court of
Appeals
Deschutes County
Term: 1/20 – 12/22

Annette Hillman

Judge, Oregon Circuit Court
Jefferson County
Term: 12/20 – 12/23

Mae Huston

Commissioner
Jefferson County
Term: 1/19 – 12/21

Patricia Jungmann

Prineville City Councilor
Crook County
Term: 1/20 – 12/22

Greg Munn

Deschutes County Treasurer
and Chief Financial Officer
Term: 1/20 – 12/22

Ronald Osmundson

Deschutes County
Term: 12/21 – 12/24

Rebecca Watson

Head Start Policy Council
Liaison to the Board
Term: 11/21 – 10/22

Scott Cooper

Executive Director
541-323-6502
541-548-6013 fax
scottc@neighborimpact.org

Conference Agenda

Agenda subject to change

Wednesday, Oct. 5

- 7:00 a.m. – 9:00 a.m. Trade Show & Continental Breakfast**
- 8:00 a.m. – 9:00 a.m. People of Color Caucus Business Meeting**
- 8:30 a.m. – 12:30 p.m. OMA Business Meeting, Workshop and Lunch**
- 8:30 a.m. – 12:30 p.m. OCCMA Workshop, Business Meeting and Lunch**
- 9:00 a.m. – 12:00 p.m. Councilors Workshop and Lunch**
- 12:00 p.m. – 1:00 p.m. Trade Show Lunch** (for staff, exhibitors, and tour attendees)
- 12:45 p.m. – 1:45 p.m. Women's Caucus Business Meeting**
- 12:45 p.m. – 2:45 p.m. Local City Tours**
- 1:00 p.m. – 2:30 p.m. BREAKOUT SESSIONS**
- Unique Things to Consider When Building Your Emergency Operations Plan
 - Self-Care and Healthy Volunteer – Life Balance/Mindful Cities Initiatives
 - Re-imagining Leadership: Responding to Complex Challenges
 - Update on HB 4123: A Pilot Project Focused on Local Coordination to Tackle Homelessness
- 2:30 p.m. – 3:00 p.m. Networking Break**
- 3:00 p.m. – 4:30 p.m. Welcome and Keynote**
- 4:45 p.m. – 6:15 p.m. Welcome Reception**
- 5:00 p.m. – 8:00 p.m. LOC Nominating Committee Meeting**

Thursday, Oct. 6

- 7:30 a.m. – 9:00 a.m. Breakfast with Trade Show**
- 8:00 a.m. – 9:00 a.m. Small, Medium and Large Cities Networks**
- 8:00 a.m. – 4:00 p.m. DEI Workshop**
- 9:15 a.m. – 12:15 p.m. Local City Tours**
- 9:15 a.m. – 10:15 a.m. BREAKOUT SESSIONS**
- How to Engage with Your Constituents
 - How Cities, Counties and Special Districts Can Work Together
 - The First Amendment's Impact on Cities
 - Legislative Session Preview
- 10:15 a.m. – 11:00 a.m. Networking Break**
- 11:00 a.m. – 12:00 p.m. BREAKOUT SESSIONS**
- Social Media for Elected Officials
 - How to Recruit and Retain Effective Committee/Commission Members?
 - How Small Cities Can Develop Strategic Goals Without a Facilitator
 - Housing Development - Thinking Outside the Box
- 12:00 p.m. – 1:30 p.m. Lunch with Trade Show**
- 1:00 p.m. – 4:00 p.m. Local City Tours**

1:30 p.m. – 2:30 p.m. BREAKOUT SESSIONS

- Building the Bench – How to Bring the Next Generation Into the Fold
- Helping Cities to Start a Broadband Infrastructure
- Regional Rural Revitalization - A Needed Experiment
- Council-Manager Relationships

2:30 p.m. – 3:00 p.m. Networking Break

3:00 p.m. – 4:00 p.m. BREAKOUT SESSIONS

- Cooperate, Coordinate & Communicate
- Top 8 Tips for Improving Your Cyber Security
- Top 10 Ways to Effectively Build a Relationship with State Elected Officials

6:00 p.m. – 8:00 p.m. Awards Dinner

Friday, Oct. 7

7:30 a.m. – 8:30 a.m. Networking Breakfast

8:30 a.m. – 10:30 a.m. Closing Keynote

10:30 a.m. – 11:00 a.m. Break

11:00 a.m. – 12:30 p.m. Annual Membership Meeting



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

TABLE OF CONTENTS

1. Background	1
2. Ballot and Voting Process	1
3. Link to Electronic Ballot	1
4. Community Development Policy Committee Recommendations	2
A. Full Funding and Alignment for State Land Use Initiatives.....	2
B. Local Funding to Address Homelessness.....	2
C. Infrastructure Funding to Support Needed Housing.....	2
D. Economic Development Incentives.....	2
E. Community Resiliency and Wildfire Planning.....	3
5. General Government Policy Committee Recommendations	3
A. Protecting Public Employees and Officials.....	3
B. Return to Work.....	3
C. Attorney Client Privilege.....	4
D. Address Measure 110 Shortcomings.....	4
6. Energy and Environment Policy Committee Recommendations	4
A. Building Decarbonization, Efficiency and Modernization.....	4
B. Continue Investments in Renewable Energy.....	4
C. Investment in Community Climate Planning Resources.....	5
D. Adequate Funding for State Climate Initiatives.....	5
7. Finance and Taxation Policy Committee Recommendations	5
A. Property Tax Reform.....	5
B. Lodging Tax Flexibility.....	6
C. Economic Development Incentives.....	6
D. Marijuana Taxes.....	6
E. Alcohol Revenues.....	7
8. Telecommunications, Broadband Policy Committee Recommendations	7
A. Digital Equity and Inclusion.....	7
B. Resilient, Futureproof Broadband Infrastructure and Planning Investment.....	8
C. Incentives for Broadband Affordability, Adoption and Consumer Protections.....	8
D. Cybersecurity and Privacy.....	9
9. Transportation Policy Committee Recommendations	9
A. Transportation Safety Enhancement.....	9
B. Road User Fee – Vehicle Miles Traveled Structure.....	10
C. New Mobility Services	10
D. Funding for Recovery of Abandoned Recreational Vehicles.....	10
10. Water and Wastewater Policy Committee Recommendations	10
A. Water Utility Rate and Fund Assistance.....	10
B. Place-Based, Water Resource Planning.....	11
C. Infrastructure Financing and Resilience.....	11

2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC’s policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC’s 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC’s Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city’s vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

Full Funding and Alignment for State Land Use Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state’s land use planning process, including increasing burdens for local government. While the LOC shares the state’s policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

Local Funding to Address Homelessness

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city’s individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Economic Development Incentives (co-sponsor with Tax and Finance Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon’s overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon’s beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon’s wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

Place-Based, Water Resource Planning (Program Support)

Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.

Submitted on Sunday, July 17, 2022 - 11:03am

Submitted by anonymous user:

Submitted values are:

Attention Department: City Council

First Name Austin

Last Name Throop

Email mrpulsar@gmail.com

Question/Comment

Why are you willing to disenfranchise voters? Why are you willing to lie and use misinformation? Why does Jennifer Holcolmb look like a child molester and pathetic terrorist who tried to kill as many people possible through covid? I bet she thought we needed a good plague, get rid of some of the white trash you hate so much, those non Christian heathens, right? That's you.

That's the city of madras. You are losers who look like pedophiles in my opinion protected by free speech. I look forward to working with you when I'm back on the city council and actually fixing this town.

Also you are building illegal trailer parks In the city, I have evidence to prove it. You are also allowing these illegal trailer parks to become drug dens and whenever someone complains, you punish the person complaining.

My theory is that Nick Snead deals and manufactures heroin and meth to distribute in madras so he force more people into best care while getting rich and then he gets kick backs from insurance for forcing people into best care. I mean I cannot prove it but it makes about as much sense as half the stupid conspiracies you cater to while claiming to be moderate. It's quite possible the most pathetic shit I've ever seen in my life.

Like seriously this is just one pathetic fucking display of representation. I'm saying it now, no taxation without representation.

How many people has Nick Snead forced to smuggle heroin up their rectums? These are things we need to know.

Sit and spin. Fascists. Now go accuse me of more shit I didn't do. Like you and Kim Schmith love to do.

#ProtectedFreedomOfSpeech