

Jim Trett, Mayor  
Greg Sheppard, City Councilor  
Eric Page, City Councilor  
Tim Luke, City Councilor  
Michele Tesdal, City Councilor  
Todd Smith, City Councilor  
Denny Nielsen, City Councilor

Michelle Connor, City Recorder



City of Detroit, Oregon  
City Council Reg Session  
Meeting Minutes

March 14, 2023  
6:30 p.m.  
345 Santiam Ave W.  
Detroit, Oregon

Mailing Address:  
P.O. Box 589  
Detroit, Oregon 97342

(503) 854-3496  
(503) 769-2947 fax

Email: [detroit@wvi.com](mailto:detroit@wvi.com)

The City of Detroit is an equal opportunity provider and does not discriminate on the basis of race, creed, color, country of origin, religion, sexual orientation or identity, disability, or other immutable characteristics. Those with a disability who wish to request an accommodation or aid in order to participate in this meeting should contact the City Recorder at (503) 854-3496 or by email at [detroit@wvi.com](mailto:detroit@wvi.com).

Meetings of the City Council of Detroit will be broadcast via Zoom, as well as on other form(s) of electronic media as they become available. If you require additional assistance to participate in this public meeting, please contact the City of Detroit at least 48 business hours prior to the meeting (503) 854-3496 or by email at [detroit@wvi.com](mailto:detroit@wvi.com).

- I. Call to Order**
- II. Council Roll Call**
- III. Approval of the Agenda**
- IV. Special Orders of Business**
- V. Committee Reports**

This time is set aside for committees established by law, ordinance or other authority to report to the City Council on the committee's ongoing work.

## **VI. Public Comments**

This is the time set aside for comments from the public on matters not on the agenda. Commenters are limited to three (3) minutes. Time may not be yielded. Questions from the Council or staff to commenters shall not be counted against the allotted three (3) minutes.

**VII. Resolutions, Orders and Administrative Action**

- a. OR 22: Big Cliff Dam – Mongold Slide Project - Paul Welch
- b. Detroit Marinas Excavation & Resiliency Project – Lari Rupp
- c. Planning Commission - Open Vacancy
- d. Planning Commission Extension Discussion
- e. Ordinance 266 Discussion – Mcrae Carmichael
- f. City Website/LSK Graphics – Michelle Connor
- g. USDA Community Facility Grant – Commercial Kitchen
- h. Authorization of the Water Treatment Plant Contract – Matt Del Moro

**VIII. Consent Calendar**

- a. Approval of the Minutes of the Detroit City Council – Regular Monthly Meeting, February 14, 2023 and Special Session March 1, 2023
- b. Approval to Pay the Bills

**IX. Staff Reports**

- a. HBH Engineering
- b. City Recorder
- c. City Clerk
- d. Planning
- e. Marion County Sheriff's
- f. USFS – No update
- g. Idanha-Detroit Rural Fire Protection District
- h. North Santiam Sewer Authority

**Councilor's Report**

**X. Mayor's Report**

**XI. Other Business**

**XII. Upcoming Meetings**

- a. Regular Session – April 11, 2023 – Detroit City Hall 6:30 PM.

**XIII. Adjourn**





# DETROIT MARINAS EXCAVATION AND RESILIENCY PROJECT

## February 2023

### Building a more resilient community

Detroit Lake is a cherished place where residents and visitors enjoy scenic beauty and recreation opportunities. The marinas on Detroit Lake are cornerstones of community activity, supporting the lake's celebrated watersport culture and fueling the local economy in the warm seasons.

Over recent years, the community's economy has been strained by the impacts of the COVID-19 pandemic, wildfires and conditions that shorten the amount of time residents and visitors can access the lake.

**Multiple factors have affected Detroit Lake's ability to maintain a "full pool" depth during summer, including:**



Changing weather patterns



Municipal water needs



Fish and wildlife mitigation policies



Five-foot reduction of "full pool" depth to mitigate seismic hazards at Detroit Dam

### Increasing lake access and community benefits

The purpose of the Detroit Marinas Excavation and Resiliency Project is to assist Detroit Lake Marina and Kane's Marina to maintain operations through the summer. This may include strategically excavating sediment beneath the docks so the marinas can operate at lower water levels. This will help maintain an annual summer lake season of May 1 to October 1 and support the local economy.

#### This resiliency project is estimated to create:

- **\$1.2 million** annually in direct and indirect economic activity throughout the region of the North Santiam Canyon.
- **\$14.6 million** in net economic gain for the region over 20 years.

### Multiplying benefits through beneficial reuse of excavated sediment material

While there is broad support for potential excavation at the marinas, Marion County has heard concerns during previous community outreach about where the excavated sediment material would be located.

In response to community comments, Marion County is exploring opportunities for "beneficial reuse" of excavated material that could increase benefits to the community. For example, the material could be used to construct new parks and trails, habitat for fish and wildlife, or other recreation opportunities.

### Commitment to community engagement

As part of the design process, Marion County will present several options for how any material excavated from the marinas might be used to build new benefits for the community. These options will be based on the U.S. Forest Service Detroit Lake Restoration and Enhancement Design Booklet. We will collect your feedback on these options to develop a preferred alternative to recommend to the Marion County Board of Commissioners.

The options we develop will consider several factors, including but not limited to:

- Public health and safety
- Views and aesthetics
- Environmental and habitat benefits
- Recreational and access benefits
- Lake navigation
- Cost
- Construction feasibility

Once the Board of Commissioners adopts a preferred alternative, Marion County will develop the engineering designs and seek permits from partner agencies to begin construction.



## Schedule

Marion County will deliver the project in three phases:

### Phase 1

#### **Winter - 2023**

- Develop beneficial reuse options

#### **Spring - 2023**

- Collect community feedback on beneficial reuse options

#### **Summer - 2023**

- Use community feedback to develop a refined preferred alternative
- Marion County Board of Commissioners adopts preferred alternative

### Phase 2

#### **2024**

- Complete engineering for the preferred alternative
- Apply for permits from the Army Corps of Engineers and other partner agencies to begin construction

### Phase 3

#### **2025**

- Complete engineering for the preferred alternative

#### **2026**

- Apply for permits from the Army Corps of Engineers and other partner agencies to begin construction

## Funding

Marion County has received federal and local economic development funds to design, permit and implement this project.

The cost of each beneficial reuse option will be estimated and discussed during community engagement activities in spring 2023. If revisions to the design result in higher construction costs, Marion County will investigate additional funding opportunities.

## How to get involved

- Request project staff join a meeting with your neighbors or community organization
- Share your comments during formal community engagement activities in spring 2023:
  - Watch for information about a public open house
  - Share your comments online during the online open house

## Contact us

You can ask questions about the project at any time.

Lari Rupp,  
Economic Development Specialist  
Marion County Community Services  
Phone: 503-589-5235  
Email: [LRupp@co.marion.or.us](mailto:LRupp@co.marion.or.us)  
[www.co.marion.or.us/CS](http://www.co.marion.or.us/CS)  
555 Court St NE, Suite 3120  
Salem, OR 97301



# Detroit Marinas Excavation and Resiliency Project

Lari Rupp  
Marion County, Oregon





# Increasing lake access and community benefits



The Detroit Marinas Excavation and Resiliency Project consists of the strategic excavation of 162,000 yards of sediment from underneath the two commercial marinas at Detroit Lake.

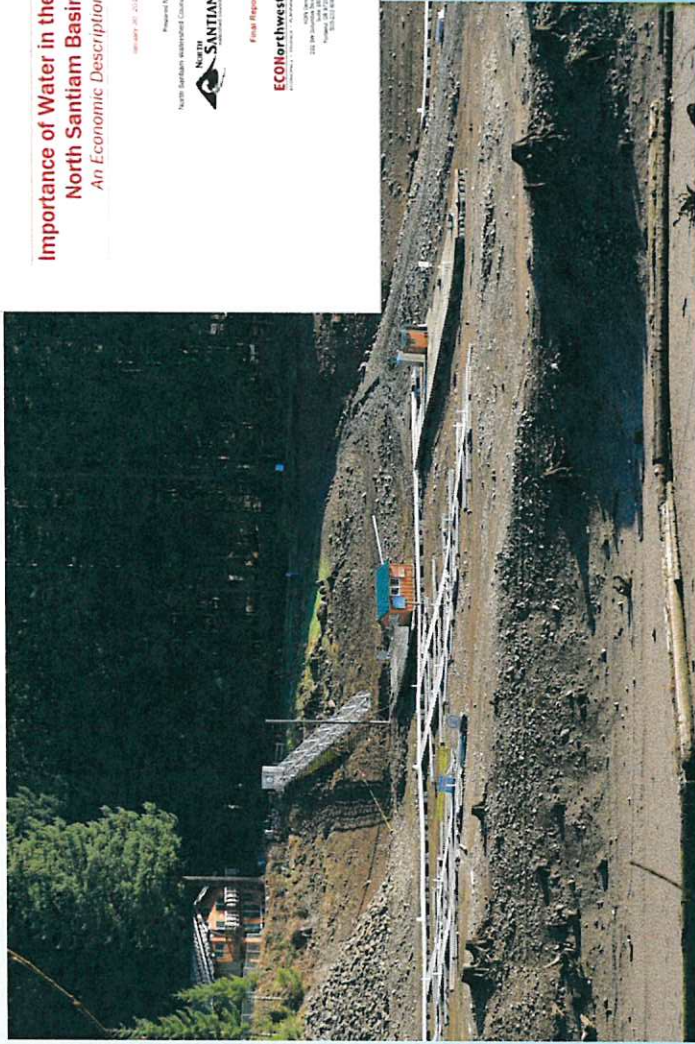
This will help maintain an annual summer lake season of May 1 to October 1 and support the local economy.



# This resiliency project is estimated to create:

**\$1.2 million** annually in direct and indirect economic activity throughout the region of the North Santiam Canyon.

**\$14.6 million** in net economic gain for the region over 20 years



Importance of Water in the  
North Santiam Basin  
An Economic Description

December 20, 2014

Prepared for

North Santiam Watershed Council



Final Report

ECORNorthwest

2000 1st Avenue, Suite 200  
Portland, OR 97208  
Phone: 503.281.1111  
Fax: 503.281.1112

Multiple factors have affected Detroit Lake's ability to maintain a "full pool" depth during summer, including:



Changing weather  
patterns



Municipal water  
needs



Fish and wildlife  
mitigation policies



Five-foot reduction of "full  
pool" depth to mitigate seismic  
hazards at Detroit Dam







# Commitment to collaboration

**Interagency collaboration to develop 3 sediment use options that are feasible to permit and construct:**

- Marina owners
- City of Detroit
- U.S. Forest Service
- U.S. Army Corps of Engineers
- Oregon Department of Environmental Quality
- Oregon Department of State Lands
- Oregon Department of Fish and Wildlife
- Tribes: Warm Springs, Grand Ronde, Siletz
- Oregon State Marine Board

Community  
Feedback on  
the 3  
Alternatives

Recommendation of a Preferred Alternative to  
the Marion County Board of Commissioners

# Schedule

## Phase 1

### **Winter - 2023**

- Develop beneficial reuse options

### **Spring - 2023**

- Collect community feedback on beneficial reuse options

### **Summer - 2023**

- Use community feedback to develop a refined preferred alternative
- Marion County Board of Commissioners adopts preferred alternative

## Phase 2

### **2024**

- Complete engineering for the preferred alternative
- Apply for permits from the Army Corps of Engineers and other partner agencies to begin construction

## Phase 3

### **2025**

- Complete engineering for the preferred alternative

### **2026**

- Apply for permits from the Army Corps of Engineers and other partner agencies to begin construction



# Group Discussion

## *Questions:*

What is your interest in this project?

What does success look like?

What do you think are some of the most important issues we will consider on this project?

What are some effective ways to share information with the community? Where could we post information?

We're planning to have community open houses for this project. What venues do you think would be accessible to most people? What time of day is best for this community?

What barriers might keep people from participating in the project?

Do you have anything else you'd like to share?



# Thank You

For more information, please contact Lari Rupp  
[lrupp@co.marion.or.us](mailto:lrupp@co.marion.or.us)  
503-588-7975





## **ORDINANCE NO. 266**

### **AN ORDINANCE AMENDING THE CITY OF DETROIT DEVELOPEMENT CODE.**

WHEREAS, in September 2020 the Beachie Creek and Lionshead wildfires destroyed many homes throughout the North Santiam Canyon; and

WHEREAS, many individuals and families need to find safe, affordable transitional or emergency housing; and

WHEREAS, ORS 446.265 states:

ORS 446.265

- (1) Inside an urban growth boundary, a local government may authorize the establishment of transitional housing accommodations used as individual living units by one or more individuals. Use of transitional housing accommodations is limited to persons who lack permanent or safe shelter and who cannot be placed in other low-income housing. A local government may limit the maximum amount of time that an individual or a family may use the accommodations.
- (2) Transitional housing accommodations are intended to be used by individuals or families on a limited basis for seasonal, emergency or transitional housing purposes.

WHEREAS, the City of Detroit believes the property owners in the community can provide transitional housing opportunities for displaced residents of the North Santiam Canyon; and

WHEREAS, the City Council concludes the City should amend the Detroit Development Code to allow transitional emergency housing for a limited duration in the Single Family Residential, Multi-Family Residential, Commercial General and Public zones; and

**NOW, THEREFORE, the City Council of the City of Detroit hereby ordains as follows:**

**SECTION 1.** Chapter 3.6.3 J of the City of Detroit Ordinance is amended to read as follows:

1. **RV Use as a Temporary Residence.** The use of a recreation vehicle as a temporary residence on a legal buildable lot is permitted provided that:
  - a. The use of a self-contained recreational vehicle is for emergency/transitional housing, in response to the Beachie Creek and Lionshead wildfires. The RV use as a temporary residence is permitted as follows:



- a. In the Single Family Residential, Multi-Family Residential, Commercial General and Public zones one recreational vehicles are permitted on a legal buildable lot when a Transitional Housing permit is obtained.

**SECTION 2.** Chapter 3.6.3 J is hereby added to the Detroit Development Code to read as follows:

2. **RV Use as Transitional Housing.** Standards for a recreation vehicle to be occupied as a temporary residence as emergency/transitional housing, in response to Beachie Creek and Lionshead wildfires, in the Residential, Commercial-Residential, Industrial and Public zones are as follows:
  1. An application for a Transitional Housing permit to use a recreational vehicle as emergency housing shall be submitted to the city by the applicant/property owner. The application shall include:
    - a. A completed application form.
    - b. A site plan showing the proposed location of the recreational vehicle on the site, including all permanent buildings, the location of the recreational vehicle, proposed screening, fencing or landscaping (if any) and how water supply, sewage disposal and electrical connections shall be accomplished in a safe and approved manner.
    - c. A filing fee in accordance with the City's fee schedule for an RV permit.
    - d. A statement from the applicant/property owner certifying that the applicant/property owner will comply with subsections (3) through (10) of this section.
  2. The City Recorder shall be the decision authority.
  3. One recreational vehicle may be used for emergency housing on each legal buildable lot, except as permitted.
  4. No recreational vehicle may be occupied until after an application has been approved by the City Recorder and required building, plumbing and/or electrical permit(s) have been issued by the County and approved after final inspection.
  6. A recreational vehicle may be occupied for a period of up to twenty-four (24) months. Upon written request, the City Recorder may grant not more than two (2)-twelve (12) month extension for a recreational vehicle to be used for emergency housing.
  7. RV must be parked at least five (5) feet from the front, side, and rear property lines and ten (10) feet from a structure when unit is fully extended.
  8. RV may be connected to the owner or lessee power with a Marion County Public Works Department, Building Inspection Program approved RV connection box ONLY. Connections using extension cords are NOT allowed.
  9. RV may be self-contained; however, and grey water holding tanks shall be emptied at only at an authorized RV dump station.



10. Recreational Vehicle shall not be connected to the septic/sewer without proof of a Septic Authorization Notice from Marion County Public Works Department. Discharge of "grey water" and/or toilet facilities directly onto the ground is prohibited.
11. The applicant/property owner shall agree in writing that upon the expiration of the Transitional Housing permit, he/she/they shall remove the recreational vehicle from the lot within thirty (30) days.

**SECTION 3**, To allow property owners access and flexibility to rebuild on properties in the City of Detroit, Section 3.8.1 of the Detroit Development Code, Primary Structure Requires is amended to read:

- A. Primary structure required. An accessory structure shall not be allowed without another permitted structure unless an accessory structure is being built on a lot impacted by the Beachie Creek and Lionshead wildfires in September 2020.
1. Properties subject to damage from the Beachie Creek and Lionshead wildfire in September 2020 are permitted to build an accessory structure(s) prior to a primary structure being built. This is to provide storage and accessibility to property during a rebuild. All other development standards apply. A primary structure will need to be built by the completion of termination of Ordinance 266.

**SECTION 4** To allow property owners flexibility to build back to their original setbacks, Section 5.2.2A Nonconforming Development is amended to read:

1. Destruction of Nonconforming Structure by the Beachie Creek and Lionshead Wildfire of 2020. For properties impacted by the Beachie Creek and Lionshead Wildfire of 2020, they may restore or replace any lawful nonconforming building or structure. Restoration or replacement shall be commenced within four years of the date this Ordinance is enacted. This does not relinquish compliance with State and Federal Codes.

**SECTION 5. Emergency Clause.** It is hereby adjudged and declared that the existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety of the City of Detroit in response of the September 2020 the Beachie Creek and Lionshead wildfires destroyed many homes throughout the North Santiam Canyon. An emergency is hereby declared to exist, and this ordinance shall take effect and be in full force and effect when signed by the Mayor and passed by this Council.

**SECTION 6. Severability.** The provisions of this ordinance are severable. If a section, sentence, clause, or phrase of this ordinance is adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this ordinance.



**SECTION 7. Sunset Clause.** This ordinance will remain in effect until September 8, 2025 at 11:59 p.m. PST.

This Ordinance read for the first time by title only on the 23<sup>rd</sup> of February, 2021.

This Ordinance read by title only for the second time on the 23<sup>rd</sup> of February, 2021.

This Ordinance passed on the 23<sup>rd</sup> of February, 2021 by the City Council and executed by the Mayor this 23<sup>rd</sup> day of February, 2021.

**Councilor Votes:**

Mayor Trett  
Councilor Page  
Councilor Luke  
Councilor Sheppard  
Councilor Tesdal  
Councilor Engle  
Councilor Smith

Yes  
Yes  
Yes  
Yes  
Yes  
Yes  
Yes

Date: 03/19/21 By: [Signature]  
Jim Trett, Mayor

Date: 3/22/2021 Attest: [Signature]  
Kelly Galbraith, City Recorder

APPROVED AS TO FORM

Date: 3/17/2021 By: [Signature]  
Bill Monahan, City Attorney





**TRANSITIONAL HOUSING: RECREATIONAL VEHICLE PERMIT**

**THE ISSUANCE OF A PERMIT FOR TEMPORARY OCCUPANCY OF A RECREATIONAL VEHICLE SHALL NOT CONSTITUTE A WAIVER OF APPLICABLE LAND USE LAWS AND REGULATIONS OR ANY OTHER ORDINANCE OF THE CITY.**

ApplicantsName(s): \_\_\_\_\_

Permanent Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Owner(s) Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
(if different)

Address of Proposed Site: \_\_\_\_\_

Beginning date of use: \_\_\_\_\_

(Applicant is allowed to have a permit for 24 months. Two (2), 12- month extension may be granted upon written request.)

**A COMPLETED APPLICATION MUST INCLUDE**

1. A site plan showing the location of the RV and other buildings/structures on the property.
2. Permit Fee of \$100. A fee of \$50 is required for an extension request. This fee is waived for residence that this is their primary residence.
3. Proof of Loss or other evidence that subject property was impacted by the Fire.
4. RV location must comply with all other development standards of the base zone and DDC 3.6.3
5. Evidence for electrical, water and sewer utility for the RV vehicle.

The applicant/property owner agrees

1. One recreational vehicle may be used for emergency housing on each legal buildable lot, except as permitted.



| Item Description                              | Jan Amount  | August Amount | September Amount | October Amount | November Amount | December Amount           | January Amount | February Amount | March Amount | April Amount | May Amount  | June Amount | Average Month | Annual Amount |
|---|-------------|---------------|------------------|----------------|-----------------|---------------------------|----------------|-----------------|--------------|--------------|-------------|-------------|---------------|---------------|
| 1 Plaster / Water Improvements                | \$0.00      | \$0.00        | \$0.00           | \$0.00         | \$0.00          | DWMTL Loan Repayment      | \$0.00         | \$0.00          | \$0.00       | \$0.00       | \$0.00      | \$0.00      | \$51,090.51   | \$61,084.07   |
| 2 Plaster / Water Improvements (Disburse)     | \$0.00      | \$0.00        | \$0.00           | \$0.00         | \$0.00          |                           | \$0.00         | \$0.00          | \$0.00       | \$0.00       | \$0.00      | \$0.00      | \$6,930.31    | \$83,765.34   |
| 3 Plaster / Water Improvements (Estimated)    | \$0.00      | \$0.00        | \$0.00           | \$0.00         | \$0.00          |                           | \$0.00         | \$0.00          | \$0.00       | \$0.00       | \$0.00      | \$0.00      | \$12,070.67   | \$144,841.41  |
| Total   | \$0.00      | \$0.00        | \$0.00           | \$0.00         | \$0.00          | Payment                   | \$0.00         | \$0.00          | \$0.00       | \$0.00       | \$0.00      | \$0.00      |               | \$85,000.00   |
| 4 Item Operator (RM's, including electricity) | \$7,083.33  | \$7,083.33    | \$7,083.33       | \$7,083.33     | \$7,083.33      |                           | \$7,083.33     | \$7,083.33      | \$7,083.33   | \$7,083.33   | \$7,083.33  | \$7,083.33  | \$7,083.33    | \$75,484.18   |
| 5 Machine Operator (RM's)                     | \$2,119.19  | \$2,119.19    | \$2,119.19       | \$2,119.19     | \$2,119.19      |                           | \$2,119.19     | \$2,119.19      | \$2,119.19   | \$2,119.19   | \$2,119.19  | \$2,119.19  | \$2,119.19    | \$21,659.90   |
| 6 Kelly Calahan (50%)                         | \$2,169.90  | \$2,169.90    | \$2,169.90       | \$2,169.90     | \$2,169.90      |                           | \$2,169.90     | \$2,169.90      | \$2,169.90   | \$2,169.90   | \$2,169.90  | \$2,169.90  | \$2,169.90    | \$21,659.90   |
| 7 Kerry Bonner (50%)                          | \$560.00    | \$560.00      | \$560.00         | \$560.00       | \$560.00        |                           | \$560.00       | \$560.00        | \$560.00     | \$560.00     | \$560.00    | \$560.00    | \$560.00      | \$5,600.00    |
| 8 Machine Vetter (70%)                        | \$7,177.62  | \$7,177.62    | \$7,177.62       | \$7,177.62     | \$7,177.62      |                           | \$7,177.62     | \$7,177.62      | \$7,177.62   | \$7,177.62   | \$7,177.62  | \$7,177.62  | \$7,177.62    | \$72,624.42   |
| 9 5% Operator Overtime Allowance              | \$354.17    | \$354.17      | \$354.17         | \$354.17       | \$354.17        |                           | \$354.17       | \$354.17        | \$354.17     | \$354.17     | \$354.17    | \$354.17    | \$354.17      | \$3,541.70    |
| Total   | \$12,504.21 | \$12,504.21   | \$12,504.21      | \$12,504.21    | \$12,504.21     | Maintenance and Operation | \$12,504.21    | \$12,504.21     | \$12,504.21  | \$12,504.21  | \$12,504.21 | \$12,504.21 | \$12,504.21   | \$130,005.00  |
| 10 Maintenance parts on third                 | \$916.67    | \$916.67      | \$916.67         | \$916.67       | \$916.67        |                           | \$916.67       | \$916.67        | \$916.67     | \$916.67     | \$916.67    | \$916.67    | \$916.67      | \$9,166.70    |
| 11 Pump Maintenance                           | \$84.33     | \$84.33       | \$84.33          | \$84.33        | \$84.33         |                           | \$84.33        | \$84.33         | \$84.33      | \$84.33      | \$84.33     | \$84.33     | \$84.33       | \$843.33      |
| 12 RV Maintenance                             | \$208.33    | \$208.33      | \$208.33         | \$208.33       | \$208.33        |                           | \$208.33       | \$208.33        | \$208.33     | \$208.33     | \$208.33    | \$208.33    | \$208.33      | \$2,083.33    |
| 13 Distribution Valve Replacement             | \$333.33    | \$333.33      | \$333.33         | \$333.33       | \$333.33        |                           | \$333.33       | \$333.33        | \$333.33     | \$333.33     | \$333.33    | \$333.33    | \$333.33      | \$3,333.33    |
| 14 Chemical (Chlorine and Citric Acid)        | \$158.33    | \$158.33      | \$158.33         | \$158.33       | \$158.33        |                           | \$158.33       | \$158.33        | \$158.33     | \$158.33     | \$158.33    | \$158.33    | \$158.33      | \$1,583.33    |
| 15 Member Replacement                         | \$151.67    | \$151.67      | \$151.67         | \$151.67       | \$151.67        |                           | \$151.67       | \$151.67        | \$151.67     | \$151.67     | \$151.67    | \$151.67    | \$151.67      | \$1,516.67    |
| Total   | \$1,851.67  | \$1,851.67    | \$1,851.67       | \$1,851.67     | \$1,851.67      | Overtime                  | \$1,851.67     | \$1,851.67      | \$1,851.67   | \$1,851.67   | \$1,851.67  | \$1,851.67  | \$1,851.67    | \$18,516.70   |
| 16 Audit                                      | \$500.00    | \$500.00      | \$500.00         | \$500.00       | \$500.00        |                           | \$500.00       | \$500.00        | \$500.00     | \$500.00     | \$500.00    | \$500.00    | \$500.00      | \$5,000.00    |
| 17 Utilities                                  | \$583.33    | \$583.33      | \$583.33         | \$583.33       | \$583.33        |                           | \$583.33       | \$583.33        | \$583.33     | \$583.33     | \$583.33    | \$583.33    | \$583.33      | \$5,833.33    |
| 18 Office Admin                               | \$458.33    | \$458.33      | \$458.33         | \$458.33       | \$458.33        |                           | \$458.33       | \$458.33        | \$458.33     | \$458.33     | \$458.33    | \$458.33    | \$458.33      | \$4,583.33    |
| 19 Legal                                      | \$62.50     | \$62.50       | \$62.50          | \$62.50        | \$62.50         |                           | \$62.50        | \$62.50         | \$62.50      | \$62.50      | \$62.50     | \$62.50     | \$62.50       | \$625.00      |
| 20 Insurance                                  | \$433.33    | \$433.33      | \$433.33         | \$433.33       | \$433.33        |                           | \$433.33       | \$433.33        | \$433.33     | \$433.33     | \$433.33    | \$433.33    | \$433.33      | \$4,333.33    |
| 21 Data, Fees, Training                       | \$183.33    | \$183.33      | \$183.33         | \$183.33       | \$183.33        |                           | \$183.33       | \$183.33        | \$183.33     | \$183.33     | \$183.33    | \$183.33    | \$183.33      | \$1,833.      |

\$250,882.64

1003

# **SIMPLIFIED PRELIMINARY ARCHITECTURAL REPORT (PAR)**

## **February 2023**

Applicant: Detroit Lake Foundation & the City of Detroit  
Program: USDA Community Facility Grant (CDS Request)  
Project: Commercial Kitchen

Detroit Lake Foundation (nonprofit) and the City of Detroit are submitting a joint application for a Community Facility Grant through the USDA Rural Development. The following Preliminary Architectural Report (PAR) is being submitted with the grant application.

### **1. Current Situation & Need For Project**

In September of 2020, the City of Detroit was partially destroyed by the Lionshead Fire. A significant number of homes and businesses were destroyed, including the Detroit City Hall. After the fire, the Detroit Lake Foundation became central to the rebuilding and recovery efforts. The organization was able to construct a new community center and city hall with local donations and donated time and labor from local contractors.

The new facility is located on the site of the former Detroit-Idanha high school and incorporates the still standing high school gym and adjacent shop room. It includes a city hall area with staff offices, council chambers, meeting rooms, a bay for fire vehicles and equipment, and also community center amenities such as a refurbished gym, restrooms, meetings spaces, and a future clinic/community services room. The only portion of the facility that is still needed is a Commercial Kitchen. A Commercial Kitchen is needed so the center can appropriately host community gatherings, fundraisers, city meetings, etc. The Commercial Kitchen would also be an essential facility in the event of an emergency or natural disaster.

The Detroit Lake Foundation and the City of Detroit are proposing to construct a Commercial Kitchen in the unused shop building, which is currently vacant and being used for storage of construction materials. The shop space is appropriately sized for a kitchen, has easy access to a driveway for loading and unloading of goods, and adjacent to the gym space which would be used for large community gatherings as well as emergency response agencies.

### **2. Feasible Alternatives**

There are only two alternatives to consider for the project. One is to do nothing, and the other is to construct a Commercial Kitchen. There are no other feasible alternatives to consider, such as constructing a kitchen in a separate facility. There is no facility within the city that is suitable for a Commercial Kitchen. The commercial district of the city of Detroit was mostly destroyed in the fire and has not yet been rebuilt.

#### **a. Alternative 1- No Action.**

The first alternative considered is to take no action. The community center and city hall would continue to function without a Commercial Kitchen.



**Cost: \$0.**

**b. Alternative 2- Construct a Commercial Kitchen in the Community Center**

The second alternative considered is to construct a Commercial Kitchen at the newly constructed Detroit Community Center and City Hall. This alternative includes renovating an existing space, installing necessary kitchen equipment, storage, plumbing and lighting, etc.

**Cost: \$500,000**

**3. Evaluate and Compare Alternatives**

Of the two alternatives, only the second alternative addresses the community's need by developing a Commercial Kitchen. It is not the least cost alternative, but the expense is worth the new assets that will be available for community events and future emergency needs. Since the Foundation received a Congressionally Directed Spending award the organization has the financial means to complete the project.

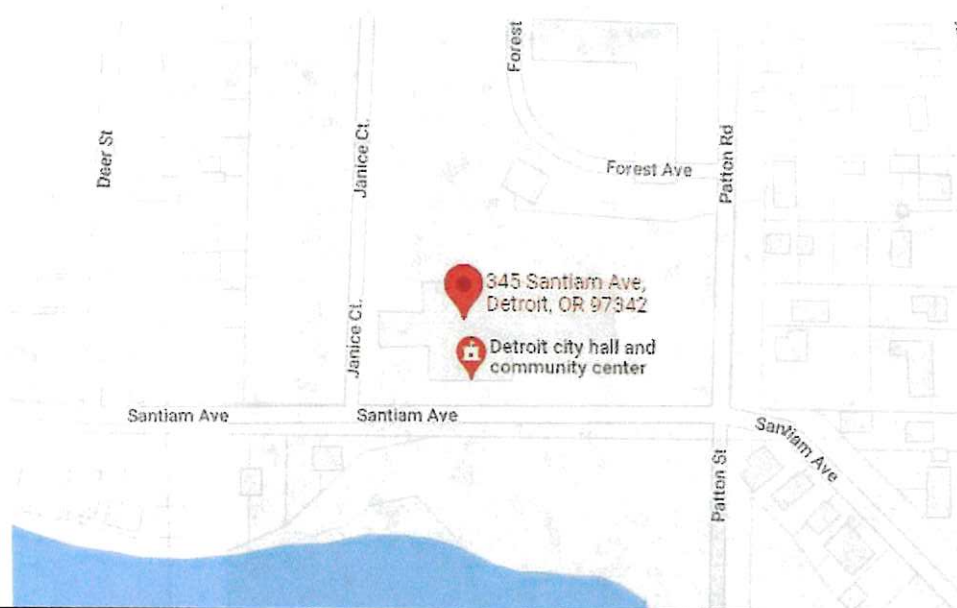
**4. Selected Alternative**

The selected alternative is Alternative 2, Construct a Commercial Kitchen in the Community Center at an estimated project cost of \$500,000. The project will include renovating the old school shop building. The improvements will involve the following elements:

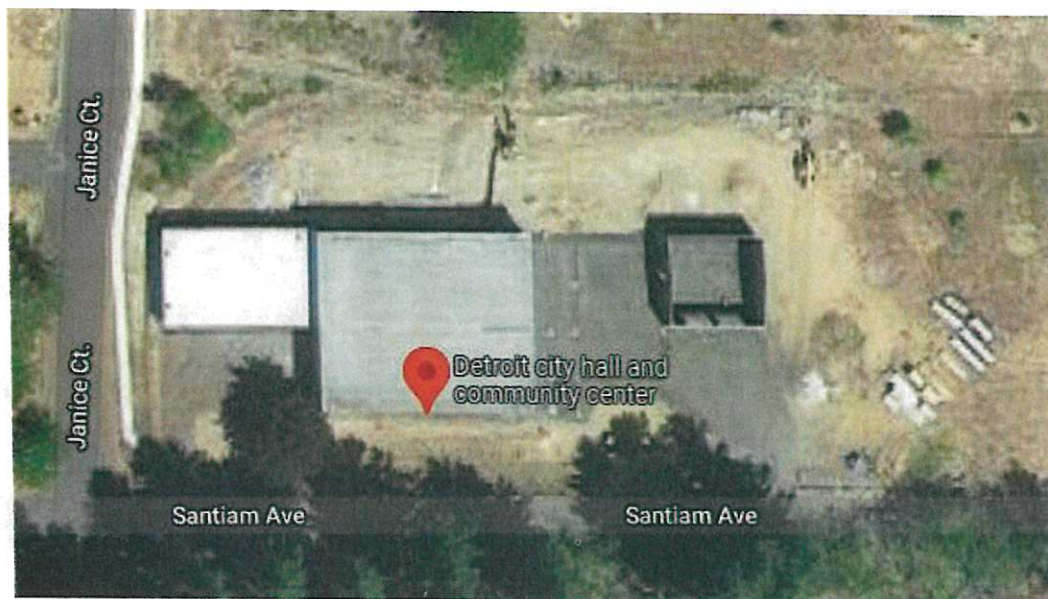
- New flooring (type and style TBD)
- New cabinets and shelving units for storage
- New countertops for preparing and servicing food
- Commercial-grade Range Top(s)
- Commercial-grade Oven(s)
- Commercial-grade refrigerator(s) and freezer(s)
- Commercial-grade Dish Washer
- New, large commercial sink(s)
- Food preparation equipment and small appliances
- Tables and chairs for food preparation and serving
- Reconfiguration of interior walls, if needed
- New cooking unit ventilation systems
- Installation of appropriate lighting fixtures
- HVAC units and vents, if needed
- Necessary electrical and plumbing work to connect all new FF & E
- Renovation and repairs to ceiling and existing walls
- Purchasing of larger food preparation equipment such as serving bins, trays, and carts should funds remain in the project.
- Other features, as identified and essential to the project.

At this time, consultation with an architect and/or structural engineer has not been identified as a need for the project. However, if needed, those services will be covered out of contingency or provided by the Detroit Lake Foundation.

See the pictures below to see the current state of the proposed space and the project location.



Location Map. Detroit-Idanha School was located at 345 Santiam Ave in Detroit, Oregon.



Aerial view of the property. Accessory buildings on the site include a shop attached to the gym. The shop is on the far left with a white roof and the gym is located next to it with the larger gray roof.





Exterior view of the shop which is an original structure. Construction of the new community center and City Hall was done from 2021-2022 but did not change this original structure, aside from external painting. The proposed project is to install a commercial kitchen in this building which is the original shop.



Interior view showing the shop, an existing original structure. Taken during construction of the adjacent Community center and City Hall in 2021. Some demo was completed during this initial phase but more is likely needed, as identified in the project budget.

## 5. Proposed Funding Sources

The Foundation has a proposed budgeted for the kitchen renovation-based conversations with contractors and informed volunteers. The actual project budget will likely change once a final design is determined and construction begins.

|                                 |                  |
|---------------------------------|------------------|
| Construction                    | \$175,000        |
| Demolition                      | \$ 25,000        |
| Flooring                        | \$ 15,000        |
| Electrical                      | \$ 10,000        |
| Plumbing                        | \$ 8,000         |
| Septic                          | \$ 20,000        |
| Ventilation                     | \$ 70,000        |
| Appliances                      | \$ 50,000        |
| Cabinets and Storage            | \$ 62,000        |
| Fixtures, Furnishing and Equip. | \$ 15,000        |
| Permits and Inspections         | \$ 10,000        |
| <u>Contingency</u>              | <u>\$ 40,000</u> |
| <b>Total Project Cost:</b>      | <b>\$500,000</b> |

## 6. Proposed Project Budget

Detroit Lake Foundation and the City of Detroit received a \$500,000 Congressionally Directed Spending award for the 2022 Federal Fiscal Year which will be awarded through the USDA Rural Development Community Facility Grant Program. Since the award is a CDS award, no match is required. The \$500,000 CDS award to construct a Commercial Kitchen is the only funding source for the proposed project.

|                               |                  |
|-------------------------------|------------------|
| USDA Community Facility Grant | \$500,000        |
| <b>Total project cost</b>     | <b>\$500,000</b> |

## 7. Proposed Timeline

The Foundation and City would like to start construction on the kitchen as soon as funds are available. Since all of the work is within the building the project can proceed during the winter months. We estimate a start date of July 1, 2023, with an estimated completion date of June 30, 2024 which represents a twelve month construction period. This timeline is heavily dependent on when funds are received, the availability of contractors, the ability to quickly source appropriate appliances and fixtures, weather related accessibility to the area, and any permits or reviews required by the county.

## 8. Historical Considerations

The project site is listed on the Oregon Historical Resources inventory as an eligible historic resource. This is most likely due to the age of the original Detroit-Idanha High School which was constructed in 1966-1967. Most of the High School has since been demolished and only the original gym and shop space remain. The proposed Commercial Kitchen project will take place in the shop space and will not have any external impacts to the building. DLF is



working with the USDA to submit notification to the Oregon State Historic Preservation Office on the proposed project. Initial conversations with the USDA indicate that the project will have no adverse impacts to historically significant structures. The other modifications to the site, including the original demolition and the construction of the city hall and fire bay sections was completed prior to the USDA's involvement with local donations and private funds.

**9. Proposed Ownership**

Currently, Detroit Lake Foundation owns the facility. However, DLF and the City of Detroit are in escrow to transfer the facility into City of Detroit ownership. For this reason, the Foundation and the City are co-applicants for the funding to ensure that the transfer of the site and grant-funded improvements meet USDA's eligibility requirements.

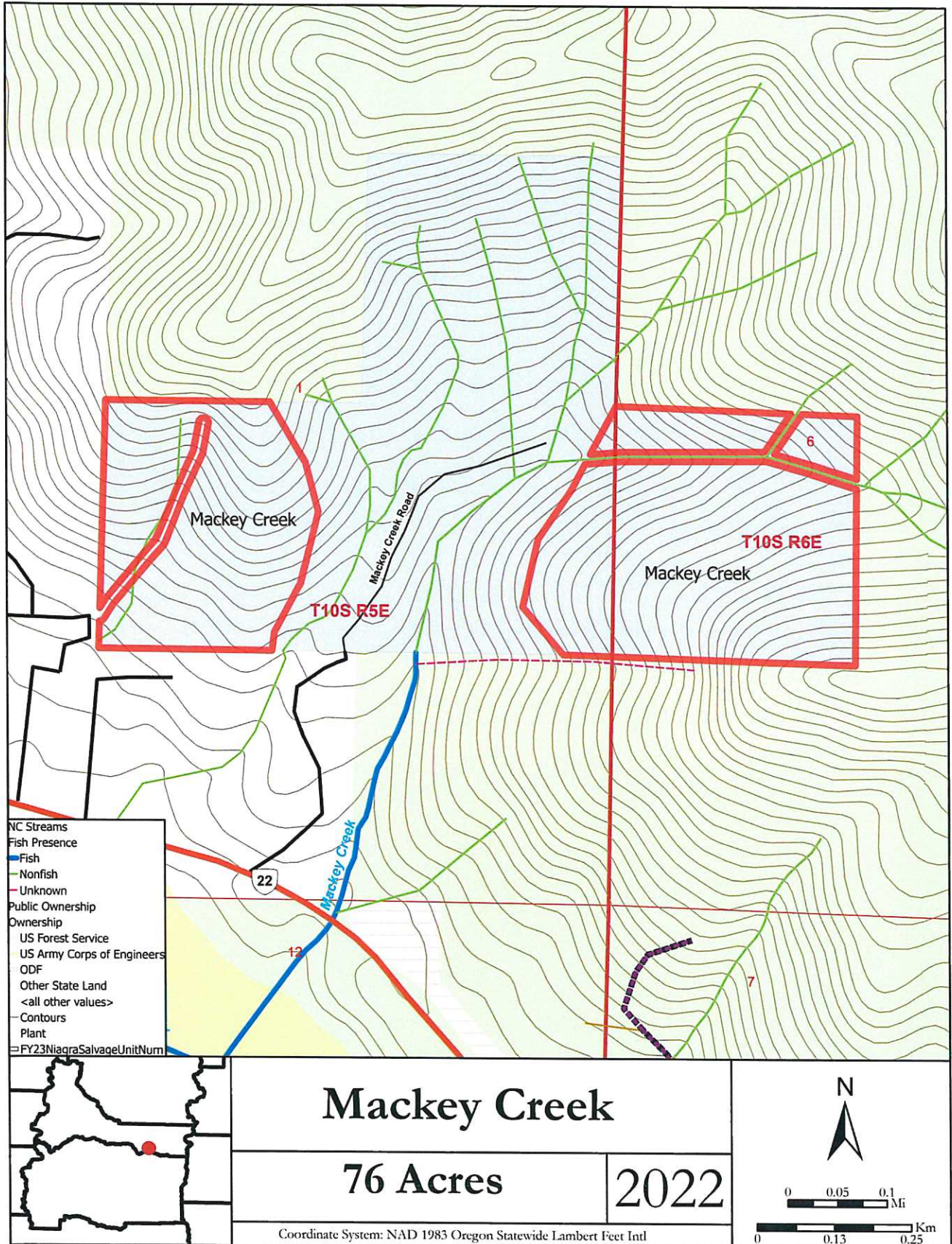
---

The budget estimates and project elements included in this report are likely to change once the project design is finalized, bids are received, and the project proceeds through construction. Detroit Lake Foundation and the City will inform the Agency of any changes.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared by: \_\_\_\_\_  
(Name) (Title)

# Aerial Seeding





## 2023 Aerial Seeding Contract- Santiam State Forest

### STATE OF OREGON CONTRACT FOR THE PURCHASE OF SERVICES

This Contract is between the State of Oregon ("State") acting by and through the Department of Forestry ("Agency"), and **Western Helicopter Services, Inc.** ("Contractor"). This Contract is effective on the date it has been signed by all parties and all required State of Oregon approvals have been obtained.

This Contract expires **May 1, 2023**, unless extended by written amendment.

Contractor agrees to perform, and Agency agrees to pay for, the services and deliverables described in Section 1 (the "Services"). Agency is authorized to enter into this type of contract under the authority granted in ORS 530.050.

#### SECTION 1- STATEMENT OF SERVICES.

Contractor shall perform Services as described below.

##### A. GENERAL INFORMATION.

- i. **AGENCY REPRESENTATIVES.** Agency employees will be designated as Agency representatives to provide directions for work, periodically inspect the work for conformance with specifications, certify work accomplishment, and act as field representative for Agency. Contract administrators will be:

|                               |                 |
|-------------------------------|-----------------|
| North Cascade District        | State Forests   |
| Vince Ferguson                | John Walter     |
| 930 W Washington St. Suite 20 | 2600 State St   |
| Stayton, OR 97383             | Salem, OR 97310 |
| (503) 509-9752                | (503) 302-6085  |

- ii. **CONTRACTOR REPRESENTATIVE.** Contractor shall designate in writing a representative who is authorized to represent and act on behalf of Contractor in all matters pertaining to the Contract. This representative shall be present on the project at all times.

- iii. **AGENCY OBJECTIVES.** This contract is for the furnishing of all equipment and labor to perform aerial seeding application services for Agency in Lyons, Oregon. Aerial seeding insures the successful reforestation of these areas to meet the requirements of the Forest Practices Act and the State Forest Management Plan.

- B. **CONTRACTOR OBLIGATIONS.** Contractor agrees to perform and complete the service described in this contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials (other than materials specified to be provided by Agency) for the work to be performed under the Contract

- a. **WORK TO BE DONE.** Contractor shall provide one helicopter with a pilot, support and ground personnel, and all facilitating equipment for aerial seeding on 76 acres at 4000 seeds per acre on the Santiam State forest.
- b. **WORK PERIODS.** Seeding is to be accomplished during the following project period:
  - a. March 1<sup>st</sup>, 2023 to April 30<sup>th</sup>, 2023

## 2023 Aerial Seeding Contract- Santiam State Forest

- ii. Contractor shall commence work as authorized by Agency either verbally or in writing, weather conditions permitting, unless otherwise approved by Agency

### c. AIRCRAFT AND EQUIPMENT.

- ii. AIRCRAFT REQUIRED. Contractor shall provide one (1) helicopter according to FAA Standards applicable to flights conducted within the scope of the contract.
  - 1. The helicopter shall be capable of carrying and applying a minimum of 10 pounds of seed on each flight from any heliport on the project area during the contract period. The maximum amount of seed on each flight should not exceed 20 pounds.
- iii. SEEDING EQUIPMENT. Aerial seeding equipment shall be capable of spreading the seed mixture at a measured rate and swath width. Contractor may be required to demonstrate the effective swath width of the seeding equipment.
- iv. RADIO EQUIPMENT. Contractor shall provide the capability to attach and interface a STATE, portable, forest net to provide direct communications between pilot and Agency representative.
- v. GLOBAL POSITIONING SYSTEM (GPS). Contractor shall provide a GPS receiver to facilitate navigation to and from treatment units. Agency will provide shape files, latitude and longitude coordinates for treatment units, landings, and other points of concern. Agency may request shape file data of flight paths and seeding locations.
- vi. FACILITATING EQUIPMENT. All ground vehicles shall have the power to negotiate roads in the contract area with all necessary licenses and permits to operate on public roads.

## SECTION 2: PERSONNEL

- a. HELICOPTER PILOT REQUIREMENTS. Each pilot shall have flight time and experience as pilot in command with the following minimum amounts as substantiated by pilot log book:

|   |                    |
|---|--------------------|
| Helicopter time   | 1,500 flight hours |
| Helicopter turbine  | 250 flight hours   |
| Operations over typical terrain<br>and landing situations | 500 flight hours   |
| In make and model to be used<br>on this contract          | 100 flight hours   |
| Hours during preceding 60 days                            | 10 flight hours    |



## 2023 Aerial Seeding Contract- Santiam State Forest

flight in make and model to be used  
on this contract

Take offs and landings at typical altitudes and helispots 20 take offs and landings

- b. Each pilot shall be able to furnish for inspection any appropriate certificate or license while operating by contract or agreement with Agency.
- c. PILOT FLIGHT TIME RESTRICTIONS. All pilots covered under this contract will be subject to the following flight duty time limitations. All work-related flying time shall count toward the limitation.
- d. Pilots may not fly more than 6 hours per day while performing aerial application activities. With the addition of ferry flight time, first day total may not exceed 8 hours of flight time.
  - i. Pilots may not exceed 40 hours of flight time in any 7 consecutive days.
  - ii. Pilots flying aerial applications may not be on duty for more than 14 hours in any 24 consecutive hours, and each pilot shall have a minimum of 10 consecutive hours of rest during the 24-hour period prior to the duty period.
  - iii. Pilots required to fly after 2200 hours or before 0600 hours shall be given a minimum of 12 hours of rest following completion of the duty period in which the flight occurred.
  - iv. Pilots must be relieved of duties and be given a minimum of two days of rest in any 14-day period.

### SECTION 3: MATERIALS AND SERVICES FURNISHED BY ODF:

- i. All seed needed for the project.
- ii. A designated representative to acquaint Contractor with areas and access roads and to represent ODF in administration of the Contract.
- iii. Maps of areas of application including shape files, heliport locations, and flight hazards.
- iv. Flight following communication with Dispatch.
- v. Portable radio to communicate with the pilot.

## 2023 Aerial Seeding Contract- Santiam State Forest

C. ACCEPTANCE CRITERIA AND PROCESS. Agency shall inspect and either accept or reject each deliverable within thirty (30) calendar days from the date Contractor delivers the deliverable to Agency. If Agency does not provide written notice of acceptance or rejection of the deliverable to Contractor within thirty (30) calendar days following the date of delivery, Agency is deemed to have accepted the deliverable. If Agency rejects the deliverable, then Agency's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

- i. a description of nonconformance between the deliverable and the Contract requirements and specifications for that deliverable or Goods, including warranties;
- ii. a description of any other nonconformance of the deliverable (including late delivery); and
- iii. a statement indicating whether Contractor may cure the nonconformance and if so, the method in which and time period within which Contractor shall cure.

Contractor's failure to deliver the deliverables in accordance with the requirements of this Contract is a material breach of this Contract.

### D. SPECIAL REQUIREMENTS.

i. KEY PERSONS. Contractor and Agency agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to Agency the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

***Pilot: Dave Pick***

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services any Key Person is required to perform under this Contract to others without first obtaining Agency's written consent. Further, Contractor shall not, without first obtaining Agency's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide Agency with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests Agency to approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual Agency approves as a replacement for a Key Person is deemed a Key Person under this Contract.

ii. SUBCONTRACTORS. No part of the work may be subcontracted without written authorization from State. Final billing for completed work shall be accompanied by a statement from each subcontractor, signed by that subcontractor, stating that payment in full has been made for all materials supplied and services rendered by that subcontractor.

Contractor shall provide written notice to Agency when any approved subcontractor is no longer performing the specified Services if those Services have not been successfully completed.

iii. FIRE RESPONSIBILITY. If a fire occurs on a work area while the contract work is being performed, Contractor shall immediately make every reasonable effort to control and extinguish the fire and continue this effort until the fire is extinguished. Contractor is responsible for all fire fighting costs incurred by Contractor, State, or forest protective association or "Association" as defined in ORS 477.001 for fires resulting from Contractor's work under the contract, or willful, malicious, or negligent acts of Contractor. Without limiting the generality of the Terms



## 2023 Aerial Seeding Contract- Santiam State Forest

and Conditions of the Contract, Contractor shall defend, save, hold harmless, and indemnify the State and Association, their officers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, and costs and expenses of any nature whatsoever resulting from, arising out of, or relating to any fire under this Section.

Open fires are not allowed at any time without permission from Agency. Agency also has the authority to suspend any or all work due to fire hazard.

- iv. **ADJUSTMENTS IN ACREAGE.** Agency reserves the right, at its sole discretion, to reduce or to increase the acreage to be seeded by an amount that does not exceed 25 percent of the total acreage specified in the Request for Proposals. The contract may be amended to increase the acreage to be seeded exceeding 25 percent of the total acreage specified. An increase exceeding 25 percent of the total acreage specified in the Request for Proposals shall be mutually agreed upon by both parties (Agency and Contractor). No increase or decrease under this Section shall change the unit price bid by Contractor, and Agency shall pay Contractor no more than the product of the unit price bid by Contractor and the number of acres actually seeded by Contractor.

In addition, Agency reserves the right to reduce the acreage by more than 25 percent if, in State's opinion, conditions exist which prohibit the completion of the contract work in an area.

- v. **PERMITS, LICENSES, AND SAFETY:** Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful performance of the work performed under the Contract. Agency may at any time require Contractor to satisfy Agency that the work performed under the Contract complies with state, federal, and local laws and regulations. Agency may require Contractor to obtain a permit, license, or approval from the governmental body or agency responsible for administering applicable laws before Contractor may begin or continue work under the Contract. In the performance of work under the Contract, Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons.

All aircraft required in this contract, and pilots therefore, shall comply with current Federal Aviation Administration, Oregon Department of Aviation, and Oregon State Department of Agriculture rules and regulations, respectively, which are applicable to this contract.

- vi. **MECHANICAL BREAKDOWN.** Should any helicopter or other essential facilitating equipment breakdown for any reason and cause stoppage or delay of the Contractor's work under the Contract, Contractor shall immediately repair or replace that equipment in order to proceed with the work under the Contract at the beginning of the working day following the breakdown, unless Agency specifies otherwise

**2. COMPENSATION.** The total amount available for payment to Contractor under Section 2.A and for authorized reimbursement to Contractor under Section 2.C is \$7,600.

### A. METHOD OF PAYMENT FOR SERVICES.

Agency shall pay Contractor \$7,600.00 for completing all Services required under this Contract.

### B. BASIS OF PAYMENT FOR SERVICES.

Monthly progress payments for completed Services. Agency shall pay Contractor monthly progress payments upon Agency's approval of Contractor's invoice submitted to Agency for

## 2023 Aerial Seeding Contract- Santiam State Forest

completed Services and delivered Goods, but only after Agency has determined that Contractor has completed, and Agency has accepted the completed Services and Agency has accepted the delivered goods in accordance with Section 1.C.

The basis for payment is as follows. Amendments to add or subtract acres from the Statement of work shall be calculated using the following rates:

| ITEM NO. | DESCRIPTION                            | AMOUNT | UNIT  | UNIT PRICE | TOTAL AMOUNT |
|----------|--|--------|-------|------------|--------------|
| 1        | Santiam State Forest<br>Aerial Seeding | 76     | Acres | \$100.00   | \$7,600.00   |

### C. EXPENSE REIMBURSEMENT.

Agency will not reimburse Contractor for any expenses under this Contract.

### D. GENERAL PAYMENT PROVISIONS.

i. Agency's Payment. Agency shall pay Contractor for Services performed and Goods delivered at the rates and prices specified in Section 2. Contractor shall look solely to Agency for payment of all amounts Agency owes to Contractor. Contractor shall not be compensated by any agency or department of State other than Agency for Services performed and Goods delivered.

ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to Agency a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service ("IRS"), as evidence that Agency is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. Agency may withhold payments to Contractor pending Agency's receipt from Contractor of the applicable, completed and signed form. If Agency does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to Agency that Contractor's information on the form provided is incorrect, Agency will withhold as federal income tax 30% of all amounts Agency owes to Contractor under this Contract.

iii. Funds Available and Authorized; Payments. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Contract. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

### E. INVOICES.



## 2023 Aerial Seeding Contract- Santiam State Forest

i. Contractor shall send invoices to Agency no more often than monthly for Services completed and Goods delivered and accepted by Agency in accordance with Section 1. Contractor shall include in each invoice:

- a. The Solicitation number if any, the Contract number if any;
- b. A description of Services performed, the dates Services were performed, all deliverables delivered during the period of the invoices, the rate or rates for Services performed, and the total cost of Services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract; and
- d. The total amount due and the payment address.

ii. Contractor shall send all invoices to:

Oregon Department of Forestry  
2600 State St  
Salem, Or 97310  
Attn: John Walter

Contractor's claims to Agency for overdue payments on invoices are subject to ORS 293.462.

### 3. GENERAL TERMS AND CONDITIONS.

#### A. RESERVED

#### B. OTHER REPRESENTATIONS AND WARRANTIES.

i. All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to the Goods delivered under this Contract. Contractor represents and further warrants that:

- a. Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
- b. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession;
- c. Contractor is and shall be, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services; and
- d. When used as authorized by this Contract, no Work Product infringes nor will Agency's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

ii. The warranties specified in this Section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and shall be interpreted broadly to give Agency the greatest warranty protection available.

#### C. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

## 2023 Aerial Seeding Contract- Santiam State Forest

i. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations, and ordinances may be adopted or amended from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws and regulations to the extent they are applicable to the Contract: (i) the Oregon Forest Practices Act and all regulations promulgated pursuant thereto; (ii) all rules and regulations of the Oregon State Board of Health; and (iii) all rules and regulations of the Environmental Quality Commission relating to the protection of soil, air, and water resources.

ii. Agency's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

### D. AMENDMENTS.

i. . OAR 125-247-0805 applies to all Contract amendments.

ii. Circumstances Requiring Amendments.

ODF has determined that during the term of the Contract, the parties may need to modify selected terms, conditions, price(s) or services under circumstances related to the following illustrative, although not exhaustive, categories of amendments:

- (a) Amendments to the Statement of Work of the Contract to add or subtract services to/from the Statement of Work;
- (b) Amendments to extend the term of the Contract; and
- (c) Amendments to payment provisions associated with Amendments (a) or (b) above.

The cost of amendments which add or delete services from the Statement of Work will be determined using the Unit Amounts submitted with the successful proposal. ODF may extend the term of the contract to allow time for additional services

iii. Amendment Method. The Contract may be amended as provided in section 4(W).

### E. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

### F. FORCE MAJEURE.

Neither Agency nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. Agency may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.



## 2023 Aerial Seeding Contract- Santiam State Forest

### G. INSURANCE.

Contractor shall obtain the insurance required under Section 4 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

### H. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING.

i. Contractor shall perform all Services as an independent Contractor. Although Agency may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor of Agency under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent" of Agency as those terms are used in ORS 30.265.

ii. If Contractor is currently performing work for State or the federal government, Contractor by signature to this Contract represents and warrants: Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

iii. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and unless required by prevailing federal law or regulations, Agency will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

### I. INDEMNIFICATION.

i. GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

ii. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 3.I.i, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS CONTRACT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR AGENCY'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED,

## 2023 Aerial Seeding Contract- Santiam State Forest

THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

iii. STATE SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, STATE, ITS AGENCIES, OFFICERS, EMPLOYEES OR AGENTS. STATE MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME STATE DETERMINES IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS AND INFRINGEMENT CLAIMS SHALL OCCUR WITHOUT THE CONSENT OF STATE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

### J. ASSIGNMENT OF ANTITRUST RIGHTS.

i. CONTRACTOR IRREVOCABLY ASSIGNS TO STATE ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

ii. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS CONTRACT TO IRREVOCABLY ASSIGN TO STATE, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

### K. EVENTS OF BREACH.

i. Breach by Contractor. Contractor breaches this Contract if:

a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within 48 hours after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice; or



## 2023 Aerial Seeding Contract- Santiam State Forest

c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within 48 hours after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice.

ii. Breach by Agency. Agency breaches this Contract if:

a. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice; or

b. Agency commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and Agency fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice.

### L. REMEDIES.

i. State's Remedies. If Contractor is in breach under Section 3.K.i, then in addition to the remedies afforded elsewhere in this Contract, State shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. State may, at Agency's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

a. Termination of this Contract under Section 3.M.ii.;

b. Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

d. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to State's setoff right, without penalty;

e. Suspension. Should Contractor fail to comply with the terms and conditions of the Contract, Agency shall deliver written notice of such non-compliance to Contractor's representative. If Contractor fails to correct the noticed deficiencies within 24 hours from the time that Contractor's designated representative receives the notice, Agency may, with written notice, suspend operations until Contractor has corrected the deficiencies;

g. Termination of Operations. If, within 24 hours after delivery of the written notice in subsection e above, Contractor has not corrected the noticed deficiencies, Agency reserves the right to obtain personnel, equipment, material, and supplies from other sources, and to hold Contractor and surety responsible for costs occasioned thereby in completing the contract.

These remedies are cumulative to the extent the remedies are not inconsistent, and State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under

## 2023 Aerial Seeding Contract- Santiam State Forest

Section 3.K.i, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 3.M.ii.a.

ii. Contractor's Remedies. If Agency terminates this Contract for convenience under Section 3.M.ii.a, or if Agency is in breach under Section 3.K.ii and whether or not Contractor elects to exercise its right to terminate this Contract under Section 3.M.iii, Contractor's sole remedy is one of the following, as applicable:

a. For Services compensable on an hourly basis, a claim against Agency for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Agency less any claims State has against Contractor.

b. For deliverable-based Services, a claim against Agency for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claims State has against Contractor.

If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor under this Section 3.L.ii, Contractor shall pay the excess amount to Agency immediately upon written demand.

### iii. ATTORNEYS' FEES.

Except for defense costs and expenses pursuant to Section 3.I, neither Agency nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

### M. TERMINATION.

i. MUTUAL CONSENT. This Contract may be terminated at any time by mutual written consent of the parties.

#### ii. Agency:

a. Agency may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice by Agency to Contractor.

b. Agency may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as Agency may establish in the notice, upon the occurrence of any of the following events:

A. Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Agency under this Contract is prohibited, or Agency is prohibited from paying for Services from the planned funding source; or

C. Contractor is in breach under Section 3.K.i.

Contractor shall stop performance under this Contract as directed by Agency in any written notice of termination delivered to Contractor under this Section 3.M.ii.

iii. Contractor: Contractor may terminate this Contract immediately upon written notice to Agency, or at a later date as Contractor may establish in the notice, if Agency is in breach pursuant to Section 3.K.ii.



## 2023 Aerial Seeding Contract- Santiam State Forest

### N. ACCESS TO RECORDS.

Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Contractor shall permit State, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

### O. NOTICES.

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For State, the authorized representative is the Agency contact person identified in Section 7. Contractor's authorized representative is the contact person identified in Section 5. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative.

### P. GOVERNING LAW.

The Contract is governed by and construed in accordance with the laws of State, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs the Goods sold under this Contract.

### Q. VENUE; CONSENT TO JURISDICTION.

Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

### R. SUBCONTRACTS; ASSIGNMENT; SUCCESSORS.

i. SUBCONTRACTS. Contractor shall not enter into any subcontracts for any of Services required under this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to Sections 1.C, 3.B, 3.E, 3.I, 3.J, 3.N, 3.P, 3.Q and 3.R. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

## 2023 Aerial Seeding Contract- Santiam State Forest

ii. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Agency's prior written consent. Agency's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.

iii. The provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

### S. THIRD PARTY BENEFICIARIES.

State and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Agency is an intended beneficiary of the terms of this Contract.

### T. SEVERABILITY.

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 Contract did not contain the particular provision held to be invalid.

### U. COUNTERPARTS.

This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

### V. INTEGRATION AND MERGER.

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

### W. AMENDMENTS; WAIVER.

This Contract may be amended to the extent permitted by applicable statutes and administrative rules and as the amendment scope and process may be further described in Section 1, Statement of Services. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by Agency and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Contract shall not constitute a waiver by State of that or any other provision.

### X. SURVIVAL.

In addition to all provisions which by their nature extend beyond Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: Sections 2.D, 3.B, 3.G, 3.I, 3.J, 3.L, 3.N, 3.P, 3.Q, 3.S, 3.X and 4.

## 4 INSURANCE.



## 2023 Aerial Seeding Contract- Santiam State Forest

**A. REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified below prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **AIRCRAFT LIABILITY.** Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Aircraft Liability Insurance. Combined single limit for bodily injury and property damage liability excluding passengers shall not be less than \$2,000,000 per occurrence/aggregate.

iii. **AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency: Combined single limit per occurrence shall not be less than \$2,000,000.

iv. **POLLUTION LIABILITY.** Pollution Liability Insurance covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

v. **EXCESS/UMBRELLA INSURANCE.** A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this Section C.

## 2023 Aerial Seeding Contract- Santiam State Forest

**D. NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

**E. CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.



## 2023 Aerial Seeding Contract- Santiam State Forest

### 5. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR (Electronic Signature is acceptable).

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403-200 to 403.250, ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract; and

F. Contractor \_\_\_ is / \_\_\_ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). See Section 2.D.ii.

Contractor (print Contractor's name): \_\_\_\_\_

Authorized Signature: AMU

By (print name): Jeff Elmore

Title: President

Date: 2-20-2023

Contact Person (Type or Print): \_\_\_\_\_

Contact Telephone Number: (\_\_\_\_) \_\_\_\_\_

Contact Fax Number: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

2023 Aerial Seeding Contract- Santiam State Forest

6. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through the Department of Forestry

Authorized Signature: 

By (print name): Kyle Kaupp

Title: Santiam Unit Forester

Date: 2/24/23

Agency Contact Person (Type or Print): Vince Ferguson

Contact Telephone Number: ( 503 ) 509-9752

Fax Number: (        )                     

E-Mail Address: vince.ferguson@odf.oregon.gov