



# CITY COUNCIL

## Business Meeting Agenda

Tuesday June 27, 2023, 5:30 PM  
City Hall, 420 Sixth Ave

### 1. Call to Order/ Roll Call/Pledge of Allegiance

### 2. Agenda Adjustments

Adjustments to the agenda are limited to a change in the order of business to accommodate visitors making presentations or citizens who are attending for the purpose of a single agenda item. Adjustments in the form of additions to the agenda are discouraged because the general public has had no prior notice of their consideration, and therefore interested persons will not have an opportunity to participate. Adjustments in the form of deletions from the agenda may be accomplished here so long as there is disclosure of the reason for the deletion and an indication as to when or if the item will be placed on a future agenda.

### 3. Announcements, Correspondence, Awards and Proclamations

### 4. Public Input — Limited to 5 minutes or less per speaker per Mayor's discretion

### 5. Public Hearing

1. Second Reading of Ordinance 23-02 Amending Ordinance No 565 a franchise agreement between the City of Gold Hill and Southern Oregon Sanitation

### 6. Consent Agenda

N/A

### 7. Action Items

- A) Contract award to CPI Acquisitions, LLC for the Gold Hill Small City Allotment Program Street Improvements Project
- B) Resolution 23-R-13 – Fireworks Ban
- C) Authorization to issue an Intent to Hire Letter for the position of City Manager
- D) Extension of Interim City Manager contract

### 8. Reports from Councilors

### 9. City Manager Report – N/A

### 10. Adjournment

*Note: This agenda and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are available at the Gold Hill City Hall in advance of each meeting 420 6th Avenue (P.O. Box 308), Gold Hill, OR 97525. Information can also be viewed at [www.cityofgoldhill.com](http://www.cityofgoldhill.com)*



## Council Communication

<b>Agenda Item</b>	Southern Oregon Sanitation - Solid Waste and Recycling Ordinance Amendment		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	June 27, 2023

### SUMMARY

Consistent with the terms of the existing franchise agreement, Southern Oregon Sanitation requested and received Council approval for a rate adjustment on April 4, 2023. The rate increase was approved via resolution referenced in the franchise agreement as “Schedule A” At the time of the approval of the rate resolution, Council included in the rate resolution motion a request for staff to modify the franchise ordinance to remove the rate increase process from ordinance and instead process rate reviews via resolution.

The attached draft franchise agreement and ordinance contains the following edits:

- 1) Rate adjustments to be approved by resolution rather than ordinance.
- 2) Rate adjustment methodology reflects a current CPI.
- 3) Rate adjustment methodology includes an operating margin to differentiate annual CPI rate adjustments from more extensive rate review processes.
- 4) Old ORS reference regarding recycling removed and current recycling references added in the ordinance document and franchise agreement attachment.

### PREVIOUS COUNCIL ACTION

June 2018 - Council last approved a solid waste and recycling rate increase with the passage of Ordinance 565.

April 4, 2023 - Council approved an increase, the first in over five years, resulting in a 14.9% increase in solid waste and recycling rates, which translates to a monthly increase of \$2.75 for a typical residential customer.

April 4, 2023 - Southern Oregon Sanitation presented its 2022 Annual Report containing relevant statistical information on service levels and account growth in Gold Hill, as well as a summary of franchise payments to the City of Gold Hill over the past ten years.

June 6, 2023 – Council approved resolution 23-R-6 incorporating an updated “Schedule B” properly identifying the level of service for the City of Gold Hill at no cost and approved first reading of Ordinance 23-2 modifying the above noted changes to the franchise agreement with Southern Oregon Sanitation.

### BACKGROUND AND ADDITIONAL INFORMATION

Southern Oregon Sanitation and City staff identified that annual Consumer Price Index (CPI) based rate adjustment references a particular CPI that no longer exists and also did not contain language to differentiate the annual rate adjustment process from a more involved rate review. Language has been added to the attached franchise agreement.

Several other minor text amendments are proposed for clarity and read. All deletions are shown with strikeout text and all additions are shown with red text.

### **FISCAL IMPACTS**

The April 4, 2023, rate resolution approval results in an increase in annual franchise revenue to the City's General Fund. The five percent franchise fee charged on gross revenues from Gold Hill operations would result in approximately \$1,500/yr in additional General Fund revenue from the current total of roughly \$12,000 per year.

Conversely, the updated Schedule B reduces City operating costs by approximately \$2,000. When combined, the overall net effect is a financial benefit to the City budget of \$14,000.

### **STAFF RECOMMENDATION**

Staff recommends Council approval of the modification to the franchise ordinance with the passage of Ordinance 23-2 via second reading.

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- 1) I move to approve second reading of Ordinance 23-2 modifying the Solid Waste and Recycling franchise agreement with Southern Oregon Sanitation

### **REFERENCES & ATTACHMENTS**

1. Gold Hill/SOS Franchise Agreement Ordinance

# City of Gold Hill

Ordinance No. 23-02

## **AN ORDINANCE OF THE CITY OF GOLD HILL, OREGON AMENDING ORDINANCE NO. 565, A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOLD HILL AND SOUTHERN OREGON SANITATION**

**Whereas**, Oregon Revised Statutes (ORS) Chapter 459 grants the City authority to regulate solid waste collection and mandates the development of a recycling program, and

**Whereas**, the community is benefitted by insuring efficient and comprehensive materials waste management and collection services within the City.

**Whereas**, the City and Southern Oregon Sanitation desire to update the existing franchise agreement to identify and utilize a current and valid Consumer Price Index, incorporate operating margin language to clarify how the CPI is utilized in rate adjustments, and remove outdated references to ORS.

### **THE COUNCIL OF THE CITY OF GOLD HILL ORDAINS AS FOLLOWS:**

Section 1: The City Council adopts the franchise agreement attached to Ordinance 23-02 as Exhibit A as its current franchise agreement with Southern Oregon Sanitation.

Section 2: The approval of the amended agreement text does not alter or modify the effective dates, term or expiration of the franchise agreement.

The foregoing ordinance was first read by title only in accordance with the City Charter on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and duly **PASSED AND APPROVED** by the Council of the City of Gold Hill this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved:

Attest:

\_\_\_\_\_  
Ronald Palmer  
Mayor

\_\_\_\_\_  
Darlene "Dee" Giana-Larez  
City Recorder

# City of Gold Hill

## Solid Waste and Recycling Franchise Agreement

Grantor: City of Gold Hill, Jackson County, Oregon (City)

Grantee: Southern Oregon Sanitation (Contractor)

### **SECTION 1: TERM**

That for the consideration herein expressed the City does hereby grant to the Contractor the exclusive right and franchise to collect, dispose, sell and transport solid waste and recyclable material generated within the City Franchise Area for the period of seven (7) years from and after and beginning with the effective date of this agreement.

This franchise agreement shall automatically renew, unless the City provides notice that the agreement shall not be renewed. If the City desires to terminate this agreement, it shall so notify the Contractor in writing prior to the anniversary date of this agreement. The Agreement will then terminate 6 years after the next effective anniversary date. The right and privilege herein granted shall be exclusive so long as the Contractor shall perform the services hereinafter mentioned in the manner herein agreed.

Immediately upon this Agreement becoming effective the prior Franchise Agreement shall be terminated and replaced and superseded in all other respects by this Agreement.

### **SECTION 2: RATE METHODOLOGY**

The Contractor shall have the right to charge and collect for such service, from the persons, firms or corporations served, for the period of this exclusive franchise, and the Contractor agrees that the prices to be charged therefore, unless a change be found necessary and approved by the City, shall be as set forth in schedule "A," which is attached and incorporated by this reference. ~~In anticipation of changes in the cost of providing service under this agreement in January of each year at the request of the Contractor and approval of the City an annual adjustment of 85% from the November U.S. Bureau of Labor Portland Salem a Cost of Living Index (CPI-U) will be implemented to the rates set forth in schedule "A". If the CPI-U results in a negative amount, no adjustment will be made.~~

*Annually, on June 1st of each year, the franchisee may adjust rates upward for services utilizing the Consumer Price Index for All Urban Consumers ("CPI-U") index, as published by the United States Bureau of Labor and Statistics. Adjustments will utilize the December 31st year over year change in the index.*

*Example:*

*If the CPI-U index for December 2020 was 508.19 and the December 2021 was 516.34, rates would increase by 1.6% rounded to the nearest \$0.05.*

*Calculation. [516.35 minus 508.19 equals 8.15. 8.15 divided by 508.19 equals 1.6%.*

*Calculations will be presented to the City Manager in March each year. Once the City Manager reviews the calculation and determines them to be accurate, the rate adjustment will be implemented and affected customers will be notified by franchisee.*

*If the prior year Net Income Before Tax Margin on Total Revenue ("IBT") is greater than 13%, the rate adjustment as determined by the CPI-U index will be reduced to 0%.*

*If the prior year IBT is less than 8.0%, the franchisee may request an adjustment greater than the CPI-U index. Any adjustment greater than the CPI-U index would require Council approval via resolution.*

### **SECTION 3: FRANCHISE FEE**

In consideration of the rights and privileges granted by this Agreement, Contractor shall pay to City of Gold Hill five (5) percent per annum of its Gross Revenues derived from all services within the Franchise Area. Gross Revenues means Contractor's gross revenue from the fees charged for the collection of garbage within the corporate limits of the City, and after there from may deduct uncollectable account of customers within the City. The Franchise Fee shall be in lieu of any other license, or charges, which might otherwise be levied or collected by the City from the Contractor for doing business within the corporate limits of the City. The Franchise Fee shall be paid monthly on or before the 20<sup>th</sup> of each month during the term hereof, and shall be computed upon the gross revenue accruing during the previous calendar month or portion thereof.

The Contractor will also provide the City at no charge the services listed in Schedule B.

### **SECTION 4: SERVICE LEVEL AND RESPONSIBILITIES**

The Contractor shall make at least one garbage pickup for its customers once each week or at a frequency subscribed to by its customers over the entire city, and for the purposes thereof will have the right to use all streets, alleys and publicly used ways within the City for the collecting, gathering, and hauling of said materials; and *recycling and yard waste collections will be incorporated as determined by Contractor for legal compliance and operational efficiency.*

The Contractor will provide disposal of collected waste at a disposal facility which shall be in compliance with all state and federal sanitary regulations.

The Contractor will provide, maintain and use adequate equipment to handle and dispose of the garbage and other refuse materials and will perform said services in a manner as to protect the

City against scattering upon or littering the streets or driveways, and to insure the foregoing protection. The Contractor agrees to use equipment for hauling liquids, equipped with metal bodies, water tight and drip proof, that will meet all laws and sanitary rules and Ordinances of the State of Oregon and the City of Gold Hill.

The Contractor will be in the performance of the services herein contemplated, comply with all the rules, laws and regulations of the State of Oregon and of the Sanitary Ordinances and regulations of the City of Gold Hill which may regulate or be pertinent to this operation.

~~Contractor acknowledges that it is aware of and familiar with Chapter 729 of the 1983 Oregon Laws (S.B. 405) pertaining to recycling. The Contractor agrees to cooperate with the City in the development of any "opportunity to recycle" that may be required by law, and to provide its customers with an opportunity to recycle no later than July 1, 2000. The City and the Contractor agree that the rates set forth in Schedule "A" are subject to modification to reflect any added costs of compliance with this recycling requirement.~~

At the time this agreement is executed, the Contractor will have obtained and will provide satisfactory evidence thereof to the City, a policy of liability insurance from an insurance company admitted or otherwise licensed to do business in not less than the amount of \$1,000,000 ~~\$1,000,000~~ **\$2,000,000** single limit liability coverage for any occurrence resulting from the operation of its garbage pickup service during the term of this agreement, and which occurrence or occurrences result in injury or death to any person or persons or to any damage to any property, personal or real. In addition, the Contractor will furnish to the City proof that the City is an additional named insured under the policy.

#### **SECTION 5: ENFORCEMENT, SUSPENSION OR TERMINATION**

The right herein granted to the Contractor shall be exclusive for the full period of the agreement, so long as the services herein contemplated shall be performed by the Contractor as here agreed, but should the Contractor have the right through action of the City Council to declare a termination hereof and such action on the part of the City Council would terminate the right of the Contractor to further operate in pursuance hereof. The City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at later date as may be established by City, under the following condition. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 30 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice by the party giving notice.

In the event of a dispute arising under this Agreement the parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If suit or action is brought to enforce any right created by this agreement,

the prevailing party in such suit shall be entitled to recover in any trial court, any appellate court or courts, reasonable attorney fees, and costs and disbursements incurred therein.

IN WITNESS WHEREOF this agreement has been executed by the City of Gold Hill, Oregon through its Mayor and/or City ~~Administrator~~ **Manager**, pursuant to the motion of the City Council, duly and regularly passed, and the Contractor has signed and sealed the same ~~the th day of, 2008.~~

CITY OF GOLD HILL

\_\_\_\_\_  
Ronald Palmer, Mayor

\_\_\_\_\_  
Date

SOUTHERN OREGON SANITATION

\_\_\_\_\_  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Council Communication

<b>Agenda Item</b>	Contract Award to CPI Acquisitions LLC for Gold Hill Small Cities Allotment Program Street Improvements Projects		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	June 27, 2023

### SUMMARY

In its role of the Local Contract Review Board, Council is responsible for acceptance/approval of bid awards for contracts. Staff conducted a formal bid process to solicit and procure a contract for street repair and repaving on seven street sections that were identified in 2022 and submitted in a grant application to the Oregon Department of Transportation (ODOT) for the Small Cities Allotment Program.

An intent to award notice to CPI Acquisitions, LLC was issued June 9, 2023 with the appeal period ending June 16, 2023 with no protests submitted. A notice of award is subject to Council approval and authorizes Staff to complete the bid process with a contract award to CPI Acquisitions LLC of \$214,700 for the project components detailed in the attached bid document.

### PREVIOUS COUNCIL ACTION

Spring/Summer 2022 - Council approval of ODOT Small Cities Allotment Grant Submittal.

### BACKGROUND AND ADDITIONAL INFORMATION

The Small City Allotment (SCA) program is an annual allocation of state funds for local transportation projects. Incorporated cities with populations of 5,000 or less are eligible to apply. SCA funds may only be used upon streets that are "inadequate for the capacity they serve or are in a condition detrimental to safety" (ORS 366.805). Each project is evaluated and scored on existing conditions and proposed improvements. Projects compete only against other projects within the same region.

The street repair and re-paving projects awarded to the City of Gold Hill include:

- Estremado St – First Ave to Second Av
- Chavner/Riverside – widening of curved section
- Jacoby St – Fifth Av to Sixth Ave
- Fifth Ave – Norris St to Marksbury St
- Fifth Ave – Marksbury St to Lafayette St
- Estremado St – Fourth Ave to Fifth Ave
- Estremado St – Fifth Ave to Sixth Ave

Bids were received from CPI Acquisitions LLC and Knife River Materials with CPI Acquisitions submitting a bid of \$214,700 and Knife River Materials submitting a bid of \$246,235.

The competitive bid process was managed by the City's contract City Engineering firm, Adkins Engineering and Adkins staff will be providing project management, quality control and grant reporting services through to completion and close out of the project.

**FISCAL IMPACTS**

This project is funded utilizing ODOT Small Cities Allotment grant funds totaling \$220,775 with both the street work and project management being eligible expenses covered by the grant funds.

**STAFF RECOMMENDATION**

Staff recommends Council authorize the City Manager to issue a notice of award to CPI Acquisitions LLC and to execute the necessary contracts to secure the bid and complete the projects.

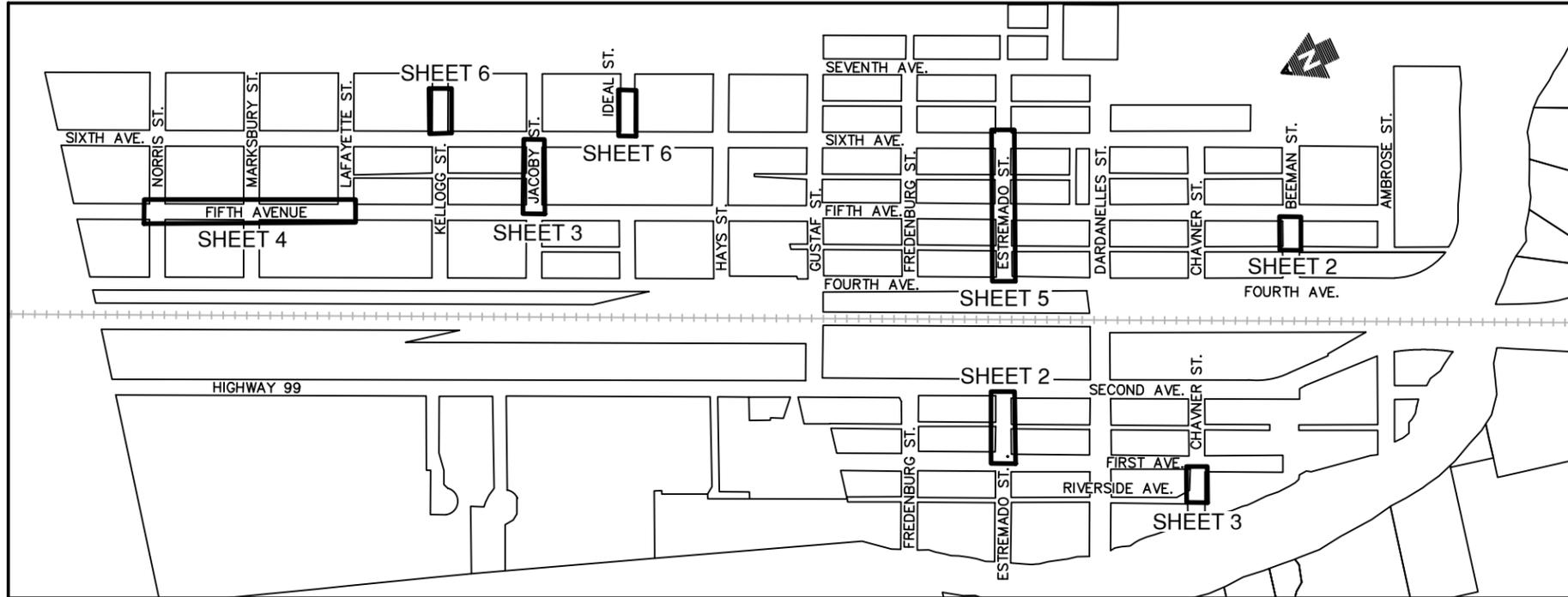
**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- 1) I move to authorize the City Manager to issue a notice of award to CPI Acquisitions LLC and to execute the necessary contracts to secure the bid and complete the projects.

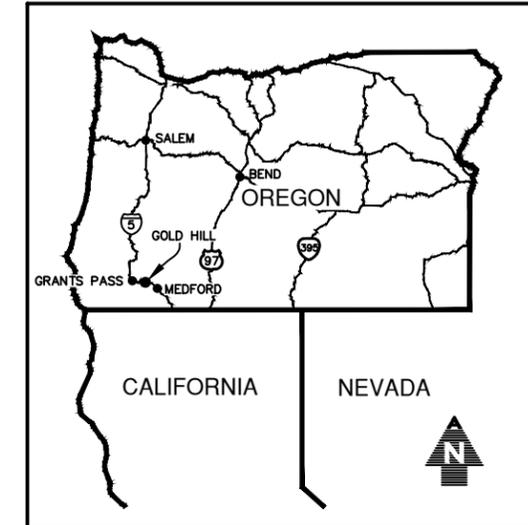
**REFERENCES & ATTACHMENTS**

1. Resolution 23-R-8 (City of Gold Hill Employee Handbook attached)
2. Resolution 23-R-9 Changing Employee Contributions for Employees

# SMALL CITY ALLOTMENT PROGRAM STREET IMPROVEMENTS FOR CITY OF GOLD HILL, OREGON



**VICINITY MAP & SHEET INDEX**  
N.T.S.



**AREA MAP**  
N.T.S.

### NOTES

1. NOT ALL MANHOLES AND/OR VALVE BOXES MAY BE SHOWN. ADJUST ALL MANHOLES AND VALVE BOXES ENCOUNTERED DURING CONSTRUCTION TO MATCH NEW FINISH GRADE.

### PROJECT CONTACT INFORMATION

**OWNER**  
CITY OF GOLD HILL  
420 SIXTH AVE.  
GOLD HILL, OR 97525

**CIVIL ENGINEER & SURVEYOR**  
ADKINS ENGINEERING & SURVEYING  
1435 ESPLANADE AVENUE  
KLAMATH FALLS, OR 97601  
(541) 884-4666

#### CITY OFFICIALS

**MAYOR**  
RONALD PALMER

**CITY COUNCIL**  
JANET WILSON  
MELIA BIEDSCHEID  
RICK MARTIN  
JAMES NEWSTEAD  
BILL RIGNEY  
SHERRY STANCLIFF

**INTERIM MANAGER**  
ADAM HANKS

**RECORDER**  
DEE LAREZ

**CLERK**  
KERI LEWIS

### ABBREVIATIONS

A/C	ASPHALTIC CONCRETE
ACP	ASPHALTIC CONCRETE PAVEMENT
CB	CATCH BASIN
CL	CENTERLINE
DW	DRIVEWAY
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EXTG	EXISTING
FG	FINISH GRADE
HMAC	HIGH-MODULUS A/C MIXTURE
LF	LINEAL FEET
MIN	MINIMUM
MH	MANHOLE
NTS	NOT TO SCALE
R	RADIUS
SF	SQUARE FEET
TYP	TYPICAL
W/	WITH

### LEGEND / WORK ITEMS

	COLD PLANE PAVEMENT REMOVAL, 3 INCHES THICK; LEVEL 2, 1/2 INCH ACP MIXTURE, 3 INCHES THICK (INCLUDES 3 INCHES WEARING COURSE IN DIGOUT AREAS) BID ITEM NO.'S 5 & 7
	DIGOUT REPAIR (COLD PLANE PAVEMENT REMOVAL, 3 INCHES THICK) DIGOUT REPAIR (LEVEL 2, 1/2 INCH ACP MIXTURE, 3 INCHES THICK) SEE DETAIL 2, SHEET 7 BID ITEM NO.'S 6 & 8
	DIGOUT REPAIR (COLD PLANE PAVEMENT REMOVAL, 6 INCHES THICK) DIGOUT REPAIR (LEVEL 2, 1/2 INCH ACP MIXTURE, 3 INCHES THICK) SEE DETAIL 2, SHEET 7 BID ITEM NO.'S 6 & 8
	24 INCH WIDE COMPACTED GRAVEL SHOULDER ROCK ALONG EDGE OF OVERLAY, TAPER FROM 3 TO 0 INCHES. SEE DETAIL 1, SHEET 7 ADDITIVE ALTERNATIVE BID ITEM NO. 4
	LEVEL 2, 1/2 INCH ACP MIXTURE, 3 INCHES THICK OVER EXISTING GRAVEL SEE DETAIL 1, SHEET 7 ADDITIVE ALTERNATIVE BID ITEM NO. 5
	MANHOLE - ADJUST TO FINISH GRADE
	WATER VALVE - ADJUST TO FINISH GRADE

### SHEET INDEX

1. COVER SHEET & SHEET INDEX
2. ESTREMADO ST. (FIRST AVE. TO SECOND AVE.)  
BEEMAN ST. (END OF ALLEY TO END)
3. CHAVNER ST.  
JACOBY ST. (FIFTH AVE. TO SIXTH AVE.)
4. FIFTH AVE. (NORRIS ST. TO MARKSBURY ST.)  
FIFTH AVE. (MARKSBURY ST. TO LAFAYETTE ST.)
5. ESTREMADO ST. (FOURTH AVE. TO FIFTH AVE.)  
ESTREMADO ST. (FIFTH AVE. TO SIXTH AVE.)
6. IDEAL ST. (SIXTH AVE. TO END)  
KELLOGG ST. (SIXTH AVE. TO END)
7. DETAILS



RENEWAL 12/31/24

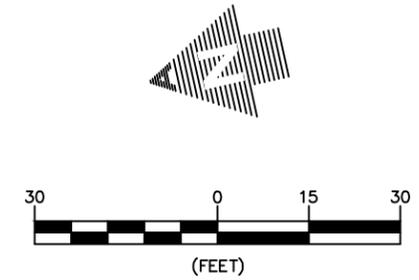
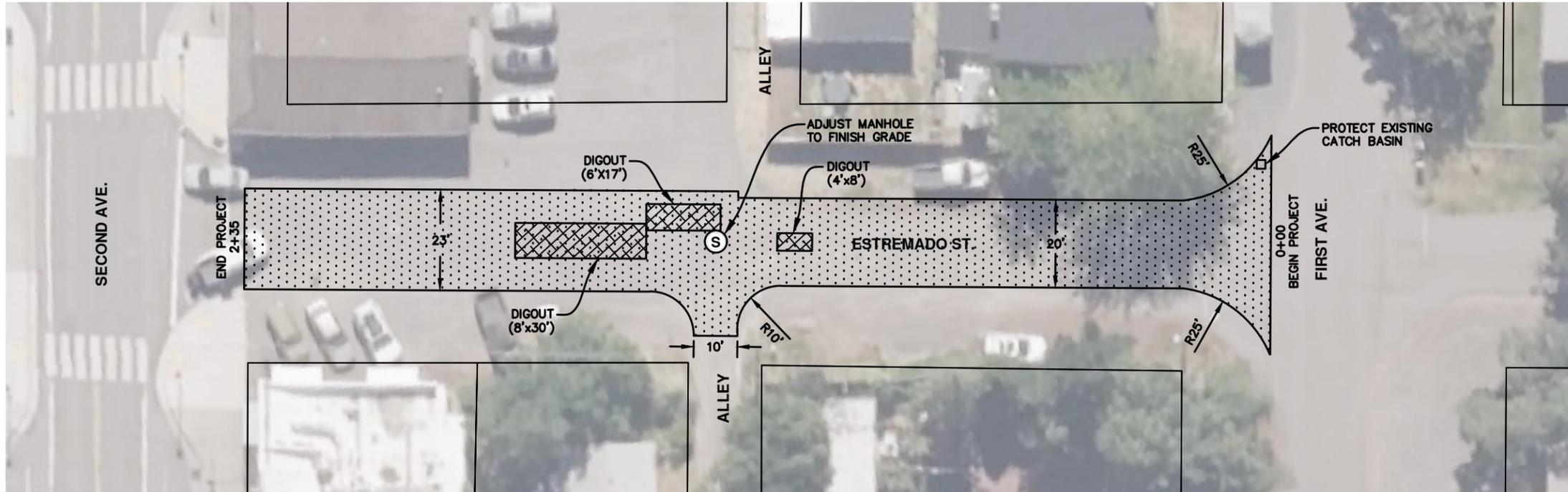
No.	REVISION	DATE	BY

**SMALL CITY ALLOTMENT PROGRAM  
STREET IMPROVEMENTS  
CITY OF GOLD HILL, OREGON**

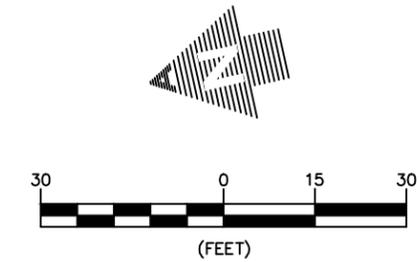
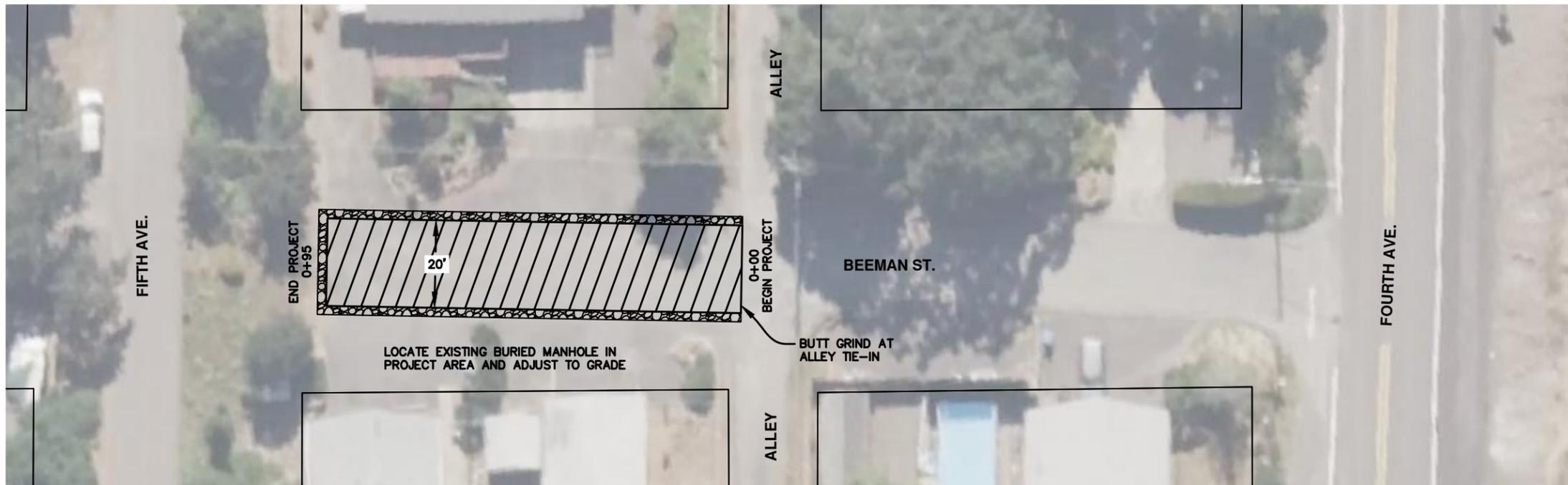
**COVER PAGE & SHEET INDEX**

**ADKINS**  
ENGINEERING & SURVEYING  
w / AdkinsEngineering.com  
1435 ESPLANADE AVENUE, KLAMATH FALLS, OR 97601  
SERVING S. OREGON & N. CALIFORNIA  
ENGINEERING • SURVEYING • PLANNING • TESTING

DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	N/A
SCALE:	AS SHOWN
SHEET:	1 OF 7



ESTREMADO ST. (FIRST AVE. TO SECOND AVE.)



BEEMAN ST. (N. END OF ALLEY TO END)

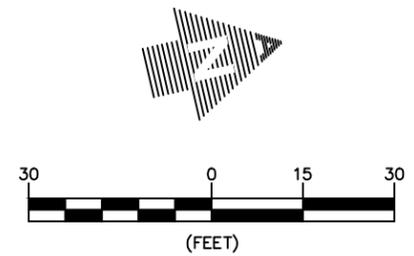
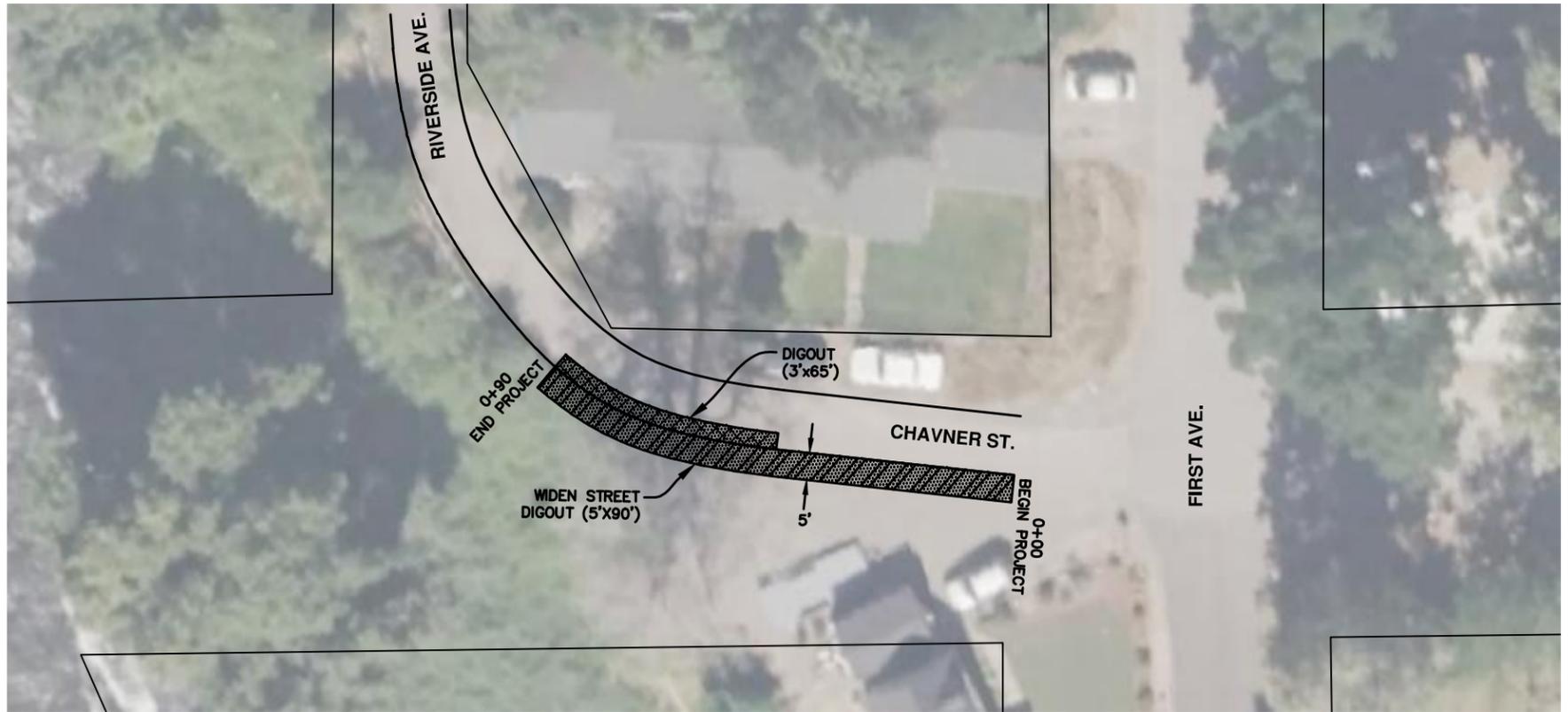


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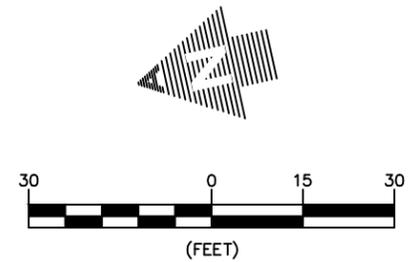
SMALL CITY ALLOTMENT PROGRAM  
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 CITY OF GOLD HILL, OREGON  
 ESTREMADO ST. (FIRST AVE. TO SECOND AVE.)  
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**AE ADKINS**  
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DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	ACE
SCALE:	1" = 30'
SHEET:	2 OF 7



CHAVNER ST.



JACOBY ST. (FIFTH AVE. TO SIXTH AVE.)

No.	REVISION	DATE	BY

SMALL CITY ALLOTMENT PROGRAM  
 STREET IMPROVEMENTS  
 CITY OF GOLD HILL, OREGON

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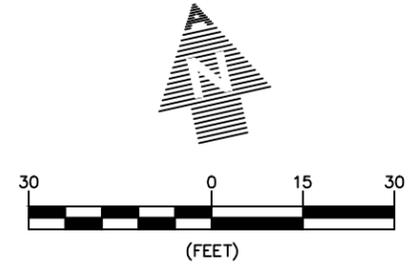
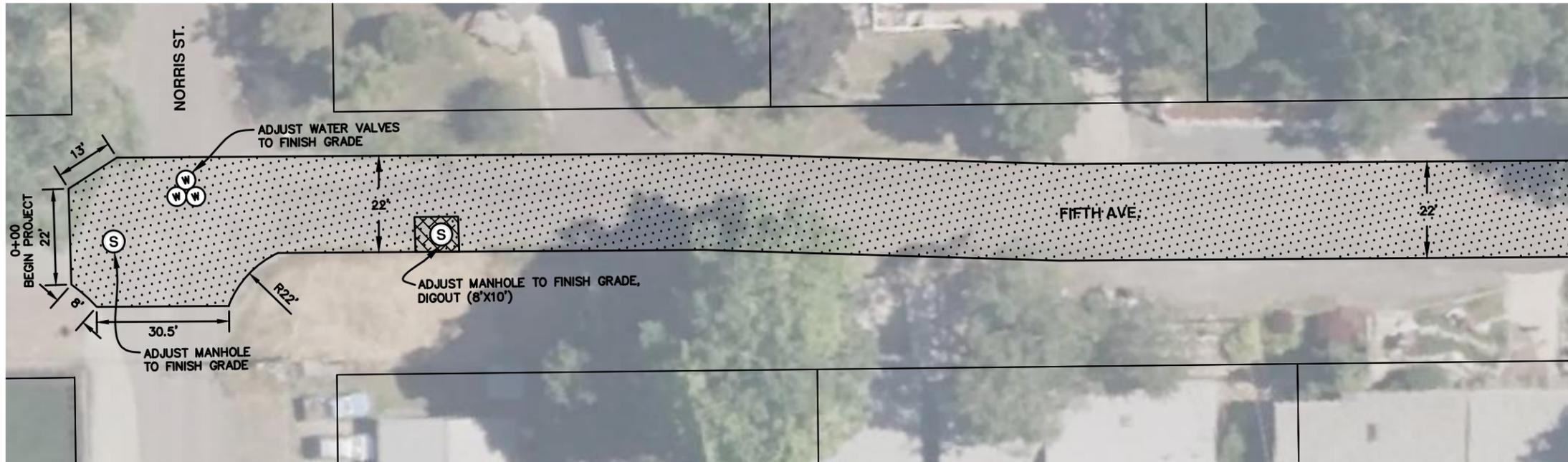
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 W / [AdkinsEngineering.com](http://AdkinsEngineering.com)

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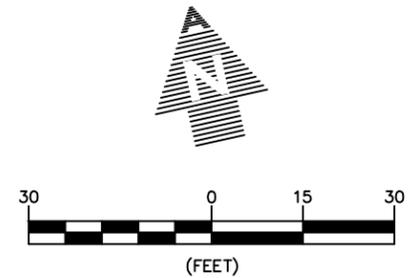
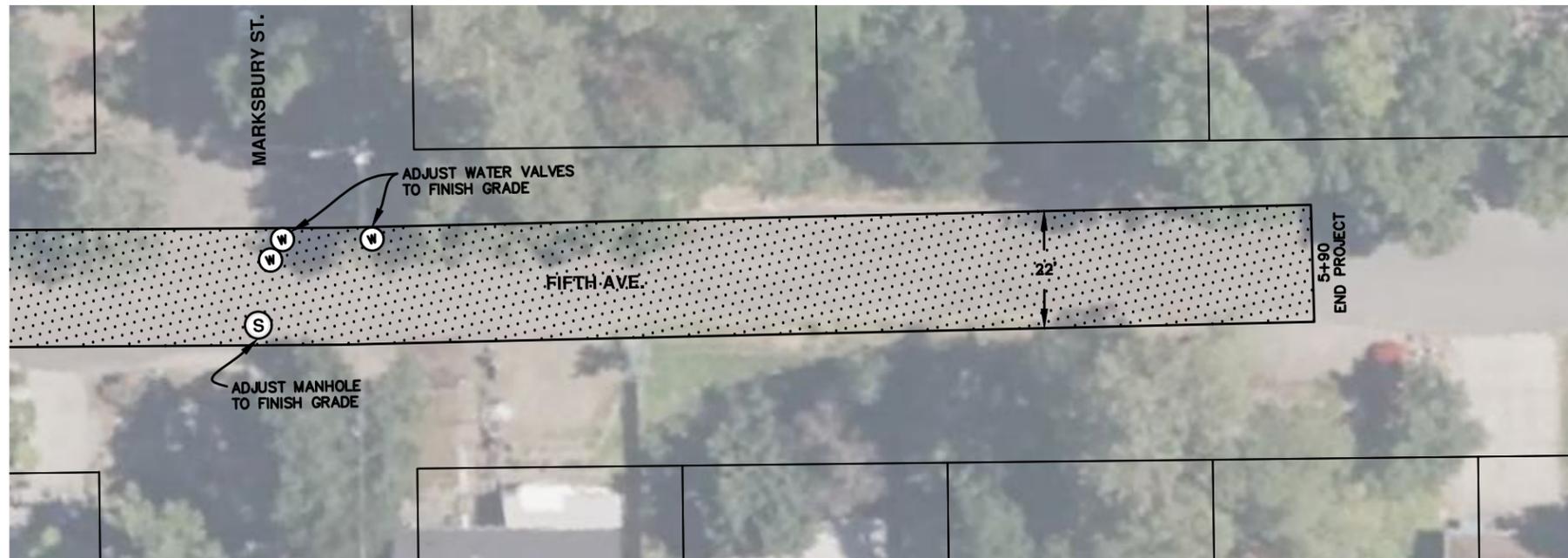
DATE: 5-9-2023  
 PROJECT: 3831-07  
 FILE: DESIGN  
 DESIGNED BY: JMM  
 DRAWN BY: DRK  
 CHECKED BY: JMM  
 SURVEYED BY: ACE  
 SCALE: 1" = 30'  
 SHEET: 3 OF 7



RENEWAL 12/31/24



FIFTH AVE. (NORRIS ST. TO MARKSBURY ST.)



FIFTH AVE. (MARKSBURY ST. TO LAFAYETTE ST.)



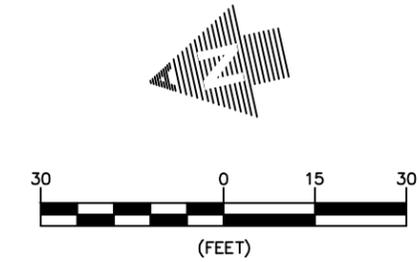
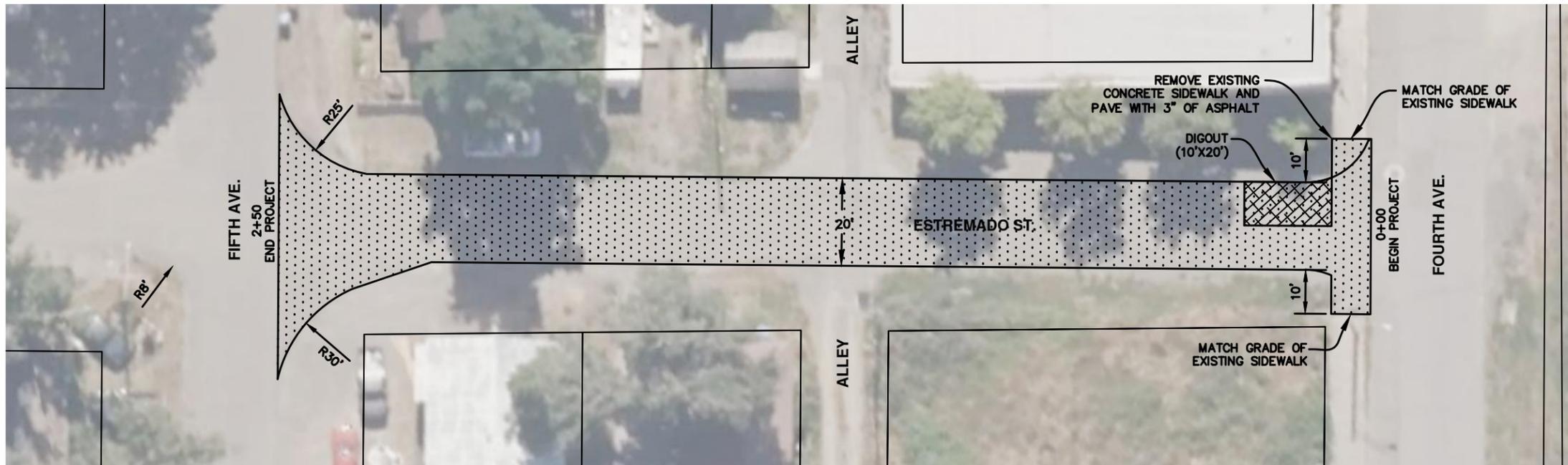
RENEWAL 12/31/24

NO.	REVISION	DATE	BY

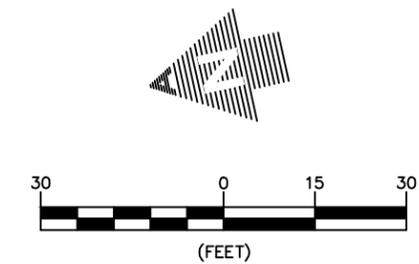
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 SERVING S. OREGON & N. CALIFORNIA  
 ENGINEERING • SURVEYING • PLANNING • TESTING

DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	ACE
SCALE:	1" = 30'
SHEET:	4 OF 7



ESTREMADO ST. (FOURTH AVE. TO FIFTH AVE.)



ESTREMADO ST. (FIFTH AVE. TO SIXTH AVE.)



RENEWAL 12/31/24

No.	REVISION	DATE	BY

SMALL CITY ALLOTMENT PROGRAM  
 STREET IMPROVEMENTS  
 CITY OF GOLD HILL, OREGON  
 ESTREMADO ST. (FOURTH AVE. TO FIFTH AVE.)  
 ESTREMADO ST. (FIFTH AVE. TO SIXTH AVE.)

**A-E ADKINS**  
 ENGINEERING & SURVEYING  
 1435 ESPLANADE AVENUE, KLAMATH FALLS, OR 97601  
 541.884.4666  
 w / AdkinsEngineering.com  
 SERVING S. OREGON & N. CALIFORNIA  
 ENGINEERING • SURVEYING • PLANNING • TESTING

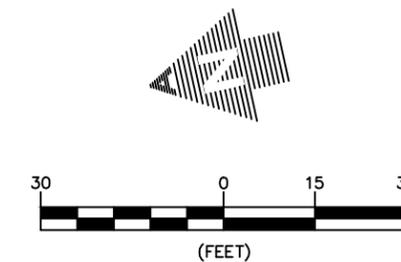
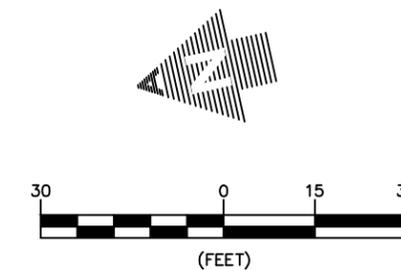
DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	ACE
SCALE:	1" = 30'
SHEET:	5 OF 7



IDEAL ST. (SIXTH AVE. TO END)



KELLOGG ST. (SIXTH AVE. TO END)



RENEWAL 12/31/24

No.	REVISION	DATE	BY

SMALL CITY ALLOTMENT PROGRAM  
 STREET IMPROVEMENTS  
 CITY OF GOLD HILL, OREGON

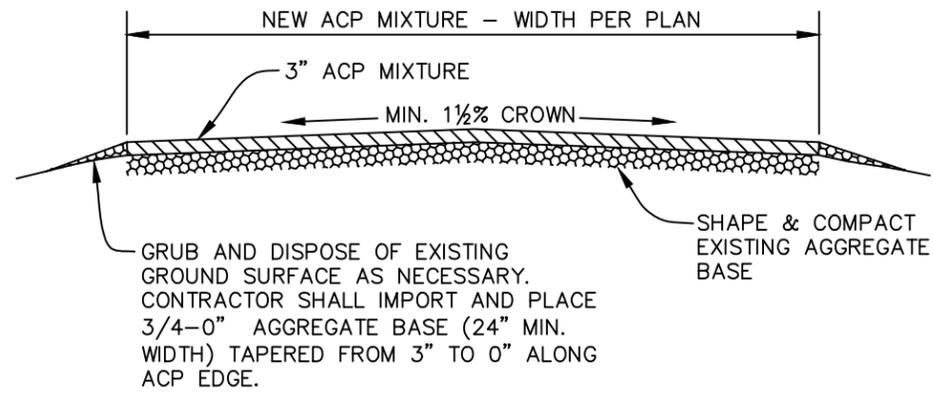
IDEAL ST. (SIXTH AVE. TO END)  
 KELLOGG ST. (SIXTH AVE. TO END)

**A-E ADKINS**  
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SERVING S. OREGON & N. CALIFORNIA  
 ENGINEERING • SURVEYING • PLANNING • TESTING

DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	ACE
SCALE:	1" = 30'
SHEET:	6 OF 7

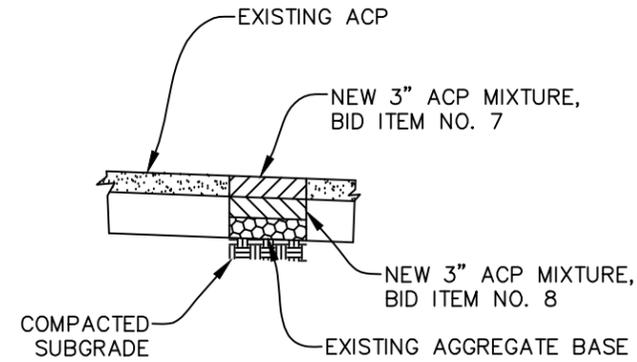
6



**NOTES**

- CONTRACTOR TO BUTT GRIND AT TIE-IN TO EXISTING ASPHALT

**1 ASPHALT OVERLAY**  
N.T.S.

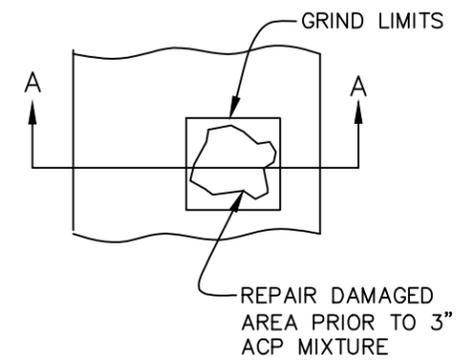


**SECTION A-A**

**NOTES**

- ENGINEER TO MARK REPAIR LIMITS PRIOR TO CONSTRUCTION.

**2 DIGOUT REPAIR**  
N.T.S.



**PLAN**

NO.	REVISION	DATE	BY

SMALL CITY ALLOTMENT PROGRAM  
STREET IMPROVEMENTS  
CITY OF GOLD HILL, OREGON

DETAILS

**A-E ADKINS**  
ENGINEERING & SURVEYING  
1435 ESPLANADE AVENUE, KLAMATH FALLS, OR 97601  
541.884.4666  
w / AdkinsEngineering.com

SERVING IN OREGON & N. CALIFORNIA  
ENGINEERING • SURVEYING • PLANNING • TESTING

DATE:	5-9-2023
PROJECT:	3831-07
FILE:	DESIGN
DESIGNED BY:	JMM
DRAWN BY:	DRK
CHECKED BY:	JMM
SURVEYED BY:	ACE
SCALE:	AS NOTED
SHEET:	7 OF 7



RENEWAL 12/31/24

# BID BOOKLET



# CITY OF GOLD HILL OREGON

## Small City Allotment Program Street Improvements

2023

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First-Tier Subcontractor Disclosure Form	25
Bid Bond	27

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## INSTRUCTIONS TO BIDDERS

### City of Gold Hill Small City Allotment Program Street Improvements

Complete and submit the included Bid Booklet with the accompanying documentation. Sealed Bids will be opened and read publicly at the City of Gold Hill, Office of the City Manager, at 420 6<sup>th</sup> Ave., Gold Hill, OR 97525 at **2:00 P.M. PST** on **6/7/2023** for the above referenced Project. Bids must be submitted to Adam Hanks, Interim City Manager, at the same address prior to **2:00 P.M. PST** on the above date. Subcontractor Disclosure forms must be submitted prior to **4:00 P.M. PST** on the same date.

A **Non-Mandatory** Pre-Bid meeting will be held **5/23/2023 at 10:00 A.M. PST** in the City of Gold Hill, Office of the City Manager, at 420 6<sup>th</sup> Ave., Gold Hill, OR 97525.

All questions regarding the Plans and Specifications must be submitted to Jonathan Moritz, P.E., in written form through email at [jmoritz@adkinsengineering.com](mailto:jmoritz@adkinsengineering.com) on or before **12:00 P.M. 5/31/2023** by registered plan holders only. If in the judgement of the Engineer, additional information or interpretation is necessary such information will be supplied in the form of an Addendum only plan holders who are listed on QuestCDN's plan holders list will be notified by email of the Addendum 72 hours prior to Bid opening.

Award of Contract will not be final until the later of: 1) City Council Contract Award, or 2) the City of Gold Hill provides a written response to each timely protest, denying the protest and affirming the Award.

On all Projects, Work performed by the Contractor's own organization must be at least 30% of the awarded Contract Amount.

Plans and Specifications will be available online only at QuestCDN's website:

<http://www.QuestCDN.com> beginning **5/11/2023**. The digital Bidding Documents may be downloaded for a non-refundable fee of \$25.00 by inputting QuestCDN eBidDoc Number **8429201** Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, 952-233-1632, or via e-mail at [infor@questcdn.com](mailto:infor@questcdn.com). Written or verbal questions by plan holder's Subcontractors who are not on QuestCDN's plan holders list will not be addressed. The Project will be a public improvement Project subject to ORS 279C.800 to 279C.870, Prevailing Wage Rates. A copy of the rates may be obtained at the website: <http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

**Small City Allotment Street Improvements Project:** Work shall include, but not necessarily be limited to: Approximately 4,425 SY of cold plane pavement removal, 860 Tons of asphalt concrete pavement mixture, 490 SY of digout repairs, 40 Tons of asphalt concrete pavement overlay, shoulder rock, adjustment of manholes and water valves, and all related work for the project to be complete in place.

Bidders must identify whether they are a Resident Bidder as defined in ORS 279A.120 (Preference for Oregon goods and services).

The City of Gold Hills will not receive or consider a Bid for a public improvement Contract unless the Bidder is licensed by the Oregon Construction Contractors Board.

Contractors or Subcontractors working with asbestos cement Materials must be licensed according to ORS [468A.720](#) (Qualifications for license)

The City of Gold Hill will reject any Bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under

ORS 279C.375 (Award and execution of Contract) (3)(b), and that the contracting agency may reject for good cause all Bids after finding that doing so is in the public interest.

CITY OF GOLD HILL

DATED **5/11/2023**

Adam Hanks, Interim City Manager

BID FORM

Small City Allotment Program Street Improvements, Gold Hill, Oregon

**BID OPENING: 6/7/2023 AT 2:00 P.M. PST**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that this Bid is made without any connection or collusion with any official of the City of Gold Hill, person, firm, or corporation making a Bid for the same Project. Subcontractor disclosure form must be submitted within the time frame stated in the Standard Specifications and Certificate of non-discrimination and Certificate of Compliance with ORS 305-380 & 305.385 must accompany bidder's proposal.

The Bidder further declares that he/she has carefully examined the Plans, Standard Specifications and Special Provisions for the construction detailed therein, that he/she has personally inspected the site; that he/she has satisfied him/herself to the quantities of Materials, items of Equipment, and conditions of the Work involved.

The Bidder agrees to furnish all machinery, tools, labor apparatus and other means of construction, and do the Work and furnish all the Materials necessary to complete the Work in accordance with the Plans, Standard Specifications, Special Provisions, and instructions of the Engineer.

The Bidder further agrees to commence work in accordance with Section 00180.40 of the Special Provisions and complete all Work to be done under this Contract not later than the date shown in Section 00180.50(h) of the Special Provisions. The Bidder further agrees to accept as full payment for the proposed Work, the unit price amounts as follows:

**BASE BID SCHEDULE**

BID ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
1	00210	Mobilization	LS	1	17,250.00	\$17,250.00
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1	16,000.00	\$16,000.00
3	00490	Minor Adjustment of Manholes	EA	6	1,750.00	\$10,500.00
4	00490	Adjustment of Boxes	EA	9	500.00	\$4,500.00
5	00620	Cold Plane Pavement Removal, 0 – 3 Inches Deep	SY	4,425	10.00	\$44,250.00
6	00620	Digout Repair (Cold Plane Pavement Removal, 3 Inches Deep)	SY	490	10.00	\$4,900.00
7	00744	Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick	TON	780	135.00	\$105,300.00
8	00744	Digout Repair (Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick)	TON	80	150.00	\$12,000.00

**Base Bid Total:**           \$214,700.00

**ADDITIVE ALTERNATIVE NO. 1  
BID SCHEDULE**

BID ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
1	00210	Mobilization	LS	1	2,000.00	\$2,000.00
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1	1,500.00	\$1,500.00
3	00490	Minor Adjustment of Manholes	EA	1	585.00	\$585.00
4	00641	Shoulder Rock	TON	4	375.00	\$1,500.00
5	00744	Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick	TON	37	295.00	\$10,915.00

**Additive Alternative No. 1 Bid Total:**                     \$16,500.00

Bidder Security in the amount of ten percent (10%) of our total bid is enclosed.

RESIDENT BIDDER STATEMENT:

CHECK ONE: Bidder is (X) Resident Bidder ( ) Non-Resident Bidder

If Resident Bidder, enter your Oregon address:

140 Aggregate Ave

Grants Pass, OR 97527

If Non-Resident Bidder, enter State of Residency:

\_\_\_\_\_

BIDDER ACKNOWLEDGEMENT:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

**To Be Considered Responsive, the following must be signed and completed by your firm:**

We hereby certify to do the Work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the City of Gold Hill against all claims arising out of any actions caused by our company during the performance of this Contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

SUBMITTED on June 7, 2023.

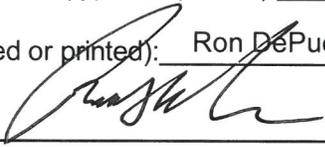
Oregon State Contractor License No. 223574

Employer's Federal Tax ID No. 83-1760741

Bidder is:    An Individual            A Partnership            A Corporation            Joint Venture    **Limited Liability Company**  
**(Circle correct designation.)**

Business Name (typed or printed): CPI Acquisitions LLC (SEAL)

Name (typed or printed): Ron DePue Title President

By:   
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: PO Box 220, Murphy, OR 97533

Phone No.: 541-862-2390 FAX No.: 541-862-7404

Email address: estimating@cpipaving.com

CITY OF GOLD HILL

INVITATION TO BID/REQUEST FOR PROPOSALS

Small City Allotment Program Street Improvements

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any Contractor who Contracts with a public contracting Agency shall not discriminate against minority, disabled veterans, women, or emerging small business enterprises in the awarding of Contracts. The Contractor shall take affirmative steps to assure that small, minority, and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, Equipment, construction, services, and labor when subcontracts are utilized in the performance of this Contract.

By signature of the authorized representative of the Bidder/Proposer, the Bidder/Proposer hereby certifies to City of Gold Hill that this Bidder/Proposer has not discriminated against minority, disabled veterans, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the Contract for which this Bid or Proposal is submitted, shall not so discriminate.

Date: June 7, 2023

Signature: 

Printed or Typed Name: Ron DePue

Name of Firm: CPI Acquisitions LLC

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**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
(OAR 137-049-0360)**

**PROJECT NAME:** Small City Allotment Program Street Improvements Gold Hill, Oregon

**BID CLOSING:** Date: 6/7/2023 Time: 2:00 P.M. (Local Time)

**DISCLOSURE DEADLINE:** Date: 6/7/2023 Time: 4:00 P.M. (Local Time)

**BID OPENING:** Date: 6/7/2023 Time: 2:00 P.M. (Local Time)

This form must be submitted within two (2) working hours after the Advertised Bid Closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Contractor's License #, Type of Work Performed, Contact Name, and Telephone Number of each subcontractor that will be furnishing labor or labor and Materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

NAME/ADDRESS	CCB #	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF WORK	CONTACT NAME / PHONE #
1) <u>NONE</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The above listed first-tier Subcontractor(s) are providing labor or labor and Materials with a Dollar Value equal to or greater than:

- a) Five (5) percent of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!**

Form Submitted By (Bidder Name): CPI Acquisitions LLC

Contact Name: Ron DePue Phone #: 541-862-2390

Deliver Form to Owner: City Manager, City of Gold Hill

Person Designated to Receive Form: Adam Hanks

Owner's Address: 420 6th Ave., Gold Hill, OR 97525

**IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): CPI Acquisitions, LLC, PO Box 220, Murphy OR 97533

SURETY (Name and Address of Principal Place of Business): Nationwide Mutual Insurance Company, 1 Nationwide Blvd, Columbus OH 43215

OWNER (Name and Address):

City of Gold Hill  
PO Box 308 / 420 6<sup>th</sup> Ave.  
Gold Hill, 97525

BID

Bid Due Date: **6/7/2023 2:00 P.M. PST**

Description: Small City Allotment Program Street Improvements, Gold Hill, OR

**BOND**

Bond Number:

Date (No later than Bid due date):

Penal sum Ten Percent of Amount bid  
(Words)

\$ 10%  
(Figures)

SURETY and BIDDER, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**DATE**

**DATE** 05/17/2023

**BIDDER** CPI Acquisitions, LLC (Seal)  
Bidder's Name and Corporate Seal

**SURETY** Nationwide Mutual Insurance Company  
Surety's Name and Corporate Seal

By: [Signature]  
Signature

By: [Signature]  
Signature (Attach Power of Attorney)



Ronald DePue  
Print Name

Virginia A Price  
Print Name

PRESIDENT  
Title

Power of Attorney  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Controller  
Title

Account Manager  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLOTTE J WERTZ; DAWN D BOSTWICK; VIRGINIA A PRICE; WAUNETA L OHNMACHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio  
Notary Public, State of New York  
No. 020E6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Delio*  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*Laura B. Guy*

Assistant Secretary



1. Bidder/Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner, upon default of Bidder, the penal sum set forth above.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond, proof of filing the Public Works Bond with the CCB, unless exempted, and proof of insurance required by the Bid Documents; or
  - 3.2 All Bids are rejected by Owner; or
  - 3.3 Owner fails to Award the Contract within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Award the Contract agreed to in writing by Owner and Bidder, provided that the total time for awarding the Contract including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date specified above.
7. Any suit or action under this Bond shall be commenced only in the Klamath County Circuit Court.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective the earlier of actual receipt or two (2) days after mailing.
9. Surety shall attach to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if fully set forth. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable. The addresses listed above are to be used for giving required notice. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BID BOOKLET

Knife River Materials



# CITY OF GOLD HILL OREGON

## Small City Allotment Program Street Improvements

2023

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Award of Contract will not be final until the later of: 1) City Council Contract Award, or 2) the City of Gold Hill provides a written response to each timely protest, denying the protest and affirming the Award.

On all Projects, Work performed by the Contractor's own organization must be at least 30% of the awarded Contract Amount.

Plans and Specifications will be available online only at QuestCDN's website: <http://www.QuestCDN.com> beginning **5/11/2023**. The digital Bidding Documents may be downloaded for a non-refundable fee of \$25.00 by inputting QuestCDN eBidDoc Number **8429201** Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, 952-233-1632, or via e-mail at [infor@questcdn.com](mailto:infor@questcdn.com). Written or verbal questions by plan holder's Subcontractors who are not on QuestCDN's plan holders list will not be addressed. The Project will be a public improvement Project subject to ORS 279C.800 to 279C.870, Prevailing Wage Rates. A copy of the rates may be obtained at the website: <http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

**Small City Allotment Street Improvements Project:** Work shall include, but not necessarily be limited to: Approximately 4,425 SY of cold plane pavement removal, 860 Tons of asphalt concrete pavement mixture, 490 SY of digout repairs, 40 Tons of asphalt concrete pavement overlay, shoulder rock, adjustment of manholes and water valves, and all related work for the project to be complete in place.

Bidders must identify whether they are a Resident Bidder as defined in ORS 279A.120 (Preference for Oregon goods and services).

The City of Gold Hills will not receive or consider a Bid for a public improvement Contract unless the Bidder is licensed by the Oregon Construction Contractors Board.

Contractors or Subcontractors working with asbestos cement Materials must be licensed according to ORS [468A.720](#) (Qualifications for license)

The City of Gold Hill will reject any Bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under

ORS 279C.375 (Award and execution of Contract) (3)(b), and that the contracting agency may reject for good cause all Bids after finding that doing so is in the public interest.

CITY OF GOLD HILL

DATED **5/11/2023**

Adam Hanks, Interim City Manager

BID FORM

## Small City Allotment Program Street Improvements, Gold Hill, Oregon

**BID OPENING: 6/7/2023 AT 2:00 P.M. PST**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that this Bid is made without any connection or collusion with any official of the City of Gold Hill, person, firm, or corporation making a Bid for the same Project. Subcontractor disclosure form must be submitted within the time frame stated in the Standard Specifications and Certificate of non-discrimination and Certificate of Compliance with ORS 305-380 & 305.385 must accompany bidder's proposal.

The Bidder further declares that he/she has carefully examined the Plans, Standard Specifications and Special Provisions for the construction detailed therein, that he/she has personally inspected the site; that he/she has satisfied him/herself to the quantities of Materials, items of Equipment, and conditions of the Work involved.

The Bidder agrees to furnish all machinery, tools, labor apparatus and other means of construction, and do the Work and furnish all the Materials necessary to complete the Work in accordance with the Plans, Standard Specifications, Special Provisions, and instructions of the Engineer.

The Bidder further agrees to commence work in accordance with Section 00180.40 of the Special Provisions and complete all Work to be done under this Contract not later than the date shown in Section 00180.50(h) of the Special Provisions. The Bidder further agrees to accept as full payment for the proposed Work, the unit price amounts as follows:

**BASE BID SCHEDULE**

BID ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
1	00210	Mobilization	LS	1	26,000 <sup>-</sup>	26,000 <sup>-</sup>
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1	26,000 <sup>-</sup>	26,000 <sup>-</sup>
3	00490	Minor Adjustment of Manholes	EA	6	2,000 <sup>-</sup>	12,000 <sup>-</sup>
4	00490	Adjustment of Boxes	EA	9	445 <sup>-</sup>	4,005 <sup>-</sup>
5	00620	Cold Plane Pavement Removal, 0 – 3 Inches Deep	SY	4,425	8 <sup>-</sup>	35,400 <sup>-</sup>
6	00620	Digout Repair (Cold Plane Pavement Removal, 3 Inches Deep)	SY	490	19 <sup>-</sup>	9,310 <sup>-</sup>
7	00744	Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick	TON	780	152 <sup>-</sup>	118,560 <sup>-</sup>
8	00744	Digout Repair (Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick)	TON	80	187 <sup>-</sup>	14,960 <sup>-</sup>

Base Bid Total: 246,235<sup>-</sup>

**ADDITIVE ALTERNATIVE NO. 1  
BID SCHEDULE**

BID ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
1	00210	Mobilization	LS	1	2,800 <sup>-</sup>	2,800 <sup>-</sup>
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1	1,950 <sup>-</sup>	1,950 <sup>-</sup>
3	00490	Minor Adjustment of Manholes	EA	1	2,000 <sup>-</sup>	2,000 <sup>-</sup>
4	00641	Shoulder Rock	TON	4	40 <sup>-</sup>	160 <sup>-</sup>
5	00744	Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick	TON	37	250 <sup>-</sup>	9,250 <sup>-</sup>

**Additive Alternative No. 1 Bid Total:** 31,120<sup>-</sup>

Bidder Security in the amount of ten percent (10%) of our total bid is enclosed.

RESIDENT BIDDER STATEMENT:

CHECK ONE: Bidder is (X) Resident Bidder ( ) Non-Resident Bidder

If Resident Bidder, enter your Oregon address:

3959 Hamrick Rd

Central Point, OR 97502

If Non-Resident Bidder, enter State of Residency:

\_\_\_\_\_

BIDDER ACKNOWLEDGEMENT:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>0</u>	_____
_____	_____
_____	_____

**To Be Considered Responsive, the following must be signed and completed by your firm:**

We hereby certify to do the Work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the City of Gold Hill against all claims arising out of any actions caused by our company during the performance of this Contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

SUBMITTED on June 7th, 2023.

Oregon State Contractor License No. 56603

Employer's Federal Tax ID No. 93-0600666

Bidder is: An Individual  
**(Circle correct designation.)**

A Partnership

**A Corporation**

Joint Venture

Business Name (typed or printed): LTM, Inc dba Knife River Materials (SEAL)

Name (typed or printed): Joe Soares Title General Manager

By:   
(Individual's signature)

Doing business as: Knife River Materials

Business address: PO Box 1145, Medford, OR 97501

Phone No.: 541-770-2960 FAX No.: 541-664-4567

Email address: Philip.Graff@kniferiver.com

CITY OF GOLD HILL  
INVITATION TO BID/REQUEST FOR PROPOSALS  
Small City Allotment Program Street Improvements  
CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any Contractor who Contracts with a public contracting Agency shall not discriminate against minority, disabled veterans, women, or emerging small business enterprises in the awarding of Contracts. The Contractor shall take affirmative steps to assure that small, minority, and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, Equipment, construction, services, and labor when subcontracts are utilized in the performance of this Contract.

By signature of the authorized representative of the Bidder/Proposer, the Bidder/Proposer hereby certifies to City of Gold Hill that this Bidder/Proposer has not discriminated against minority, disabled veterans, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the Contract for which this Bid or Proposal is submitted, shall not so discriminate.

Date: 6/7/2023

Signature: 

Printed or Typed Name: Joe Soares

Name of Firm: LTM, Inc dba Knife River Materials

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**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
(OAR 137-049-0360)**

**PROJECT NAME: Small City Allotment Program Street Improvements Gold Hill, Oregon**

**BID CLOSING:** Date: 6/7/2023 Time: 2:00 P.M. (Local Time)

**DISCLOSURE DEADLINE:** Date: 6/7/2023 Time: 4:00 P.M. (Local Time)

**BID OPENING:** Date: 6/7/2023 Time: 2:00 P.M. (Local Time)

This form must be submitted within two (2) working hours after the Advertised Bid Closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Contractor's License #, Type of Work Performed, Contact Name, and Telephone Number of each subcontractor that will be furnishing labor or labor and Materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

NAME/ADDRESS	CCB #	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF WORK	CONTACT NAME / PHONE #
1) <u>None</u>				
2)				
3)				

The above listed first-tier Subcontractor(s) are providing labor or labor and Materials with a Dollar Value equal to or greater than:

- a) Five (5) percent of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!**

Form Submitted By (Bidder Name): LTM, Inc dba Knife River Materials

Contact Name: Philip Graff Phone #: 541-770-2960

Deliver Form to Owner: City Manager, City of Gold Hill

Person Designated to Receive Form: Adam Hanks

Owner's Address: 420 6th Ave., Gold Hill, OR 97525

**IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

*This page is intentionally left blank*

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): LTM, Incorporated dba Knife River Materials  
PO Box 1145  
Medford, OR 97501

SURETY (Name and Address of Principal Place of Business): Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

OWNER (Name and Address):

City of Gold Hill  
PO Box 308 / 420 6<sup>th</sup> Ave.  
Gold Hill, 97525

BID

Bid Due Date: **6/7/2023 2:00 P.M. PST**

Description: Small City Allotment Program Street Improvements, Gold Hill, OR



BOND

Bond Number: Bid Bond

Date (No later than Bid due date): June 7, 2023

Penal sum Ten Percent of Amount Bid  
(Words)

\$ 10%  
(Figures)

SURETY and BIDDER, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

DATE June 7, 2023

DATE June 7, 2023

BIDDER LTM, Incorporated dba Knife River Materials (Seal)  
Bidder's Name and Corporate Seal

SURETY Liberty Mutual Insurance Company (Seal)  
Surety's Name and Corporate Seal



By: [Signature]  
Signature

By: [Signature]  
Signature (Attach Power of Attorney)

Joe Soares  
Print Name

Heather R. Goedel  
Print Name

General Manager  
Title

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Vice President  
Title

Witness  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

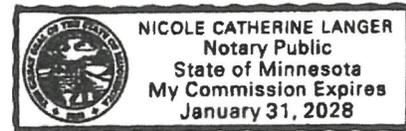
1. Bidder/Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner, upon default of Bidder, the penal sum set forth above.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond, proof of filing the Public Works Bond with the CCB, unless exempted, and proof of insurance required by the Bid Documents; or
  - 3.2 All Bids are rejected by Owner; or
  - 3.3 Owner fails to Award the Contract within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Award the Contract agreed to in writing by Owner and Bidder, provided that the total time for awarding the Contract including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date specified above.
7. Any suit or action under this Bond shall be commenced only in the Klamath County Circuit Court.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective the earlier of actual receipt or two (2) days after mailing.
9. Surety shall attach to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if fully set forth. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable. The addresses listed above are to be used for giving required notice. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

# Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 7<sup>th</sup> day of June 2023, before me personally came Heather R. Goedel, to me known, who being by me duly sworn, did depose and say that she/he is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation. and that she signed her name to it by like order.

  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209239-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquires, please call 610-832-8240 or email HOSUR@libertymutual.com.



## Council Communication

<b>Agenda Item</b>	Resolution 23-R-13 – Prohibition of Fireworks for 2023 Fire Season		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	June 27, 2023

### SUMMARY

Recent prior practice has been to prohibit fireworks within the City of Gold Hill during fire season. Fire season for Jackson County was declared on June 9, 2023 and fire danger levels will go to moderate on June 23, 2023.

The attached draft resolution provides Council with the opportunity to ban the use of fireworks within City limits for the timeframe between the passage of the resolution and the end of the 2023 fire season

### PREVIOUS COUNCIL ACTION

July, 2021 – Council approved resolution 21-R-10 prohibiting the use of fireworks in City limits for the duration of that fire season

### BACKGROUND AND ADDITIONAL INFORMATION

N/A

### FISCAL IMPACTS

N/A

### STAFF RECOMMENDATION

Staff recommends Council approval of Resolution 23-R-13 banning the use of fireworks within City limits for the duration of the 2023 fire season and additionally recommends that Council consider amendments to the Gold Hill Municipal Code to incorporate the resolution and associated definition language via Ordinance rather than annual approval via resolution. This provides longer term certainty and enhanced enforcement ability.

### ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve Resolution 23-R-13 banning the use of fireworks within the City limits of Gold Hill.

### REFERENCES & ATTACHMENTS

1. Resolution 23-R-13 – Fireworks Ban for Fire Season 2023

1 **RESOLUTION NO. 23-R-13**

2 **A RESOLUTION PROHIBITING ANY FIREWORKS IN CITY LIMITS THROUGH THE**  
3 **END OF THE 2023 FIRE SEASON**

4 **Recitals:**

- 5 A. With the declaration of the start of the 2023 fire season in Jackson County as June 9,
- 6 2023 and the fire danger level of moderate beginning June 23, 2023, the City recognizes
- 7 the importance of mitigation of all types of unnecessary human activities proven to
- 8 increase the risk of fire in the community and the region
- 9 B. Such conditions create an environment in which the danger of fire caused by human
- 10 activity becomes critical;
- 11 C. Human activity includes the use of fireworks for celebrating holidays such as the Fourth
- 12 of July; and
- 13 D. The use of fireworks during times of critical fire danger presents an unacceptable risk to
- 14 the safety of human life and property in the City.

13 **NOW, THEREFORE, THE CITY OF GOLD HILL, OREGON RESOLVES AS FOLLOWS:**

14  
15 Section 1: In consequence of prevailing conditions of existing and expected fire danger in  
16 the City and the dangers posed by the use of fireworks, the use of any sort of fireworks on  
17 any properties, public or private, within the City is prohibited effective as of the date of  
18 Council approval and Mayor signature through the end of the 2023 fire season; and

19 Section 2: Residents of and visitors to the City are respectfully requested to honor this  
20 prohibition for the safety and welfare of all.

21 ADOPTED by the City Council this \_\_\_\_\_ day of June, 2023.

22 ATTEST:

23  
24 \_\_\_\_\_  
25 Darlene (Dee) Giana-Larez, City Recorder

26 SIGNED and APPROVED this \_\_\_\_\_ day of June, 2023.

27  
28 \_\_\_\_\_  
29 Ronald Palmer, Mayor  
30



## Council Communication

<b>Agenda Item</b>	Interim City Manager – Contract Extension		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	June 27, 2023

### SUMMARY

The current Interim City Manager contract has an expiration date of June 30, 2023. To provide as much continuity as possible before the hiring of a permanent replacement, I am able to extend the date of the contract to July 21, 2023. It is expected that a short term Interim City Manager will be identified and secured to serve the Mayor and Council and staff between July 21, 2023 and the expected early September start date of the permanent City Manager candidate currently in the finalist stage of the recruitment process.

### PREVIOUS COUNCIL ACTION

September 19, 2022 – Council approval of Employment Contract with Adam Hanks for Interim City Manager appointment with expiration date of January 15, 2023

December 19, 2022 – Council approval of Employment contract amendment to extend contract expiration date to June 30, 2023

### BACKGROUND AND ADDITIONAL INFORMATION

In parallel with the final recruitment processes currently underway to secure the City’s next permanent City Manager, staff is also working to secure interim City Manager candidates for Council to consider for appointment to fill the expected six to eight week gap between my departure and the arrival of the permanent City Manager.

While not ideal, there are several different strategies for adequately addressing this gap and all avenues are being explored and will be shared with Council as viable, actionable options emerge in the coming weeks.

### FISCAL IMPACTS

No additional costs beyond those already budgeted for compensation of the City Manager position are anticipated.

### STAFF RECOMMENDATION

Staff recommends Council approve the attached contract amendment between the City of Gold Hill and Adam Hanks for City Manager services that extends the agreement date to July 21, 2023

### ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move approval of the employment agreement amendment between the City of Gold Hill and Adam Hanks extending the expiration date to July 21, 2023

**REFERENCES & ATTACHMENTS**

1. Adam Hanks Employment Agreement Amendment #2



June 27, 2023

Candidate Name  
Address

Dear Candidate:

On behalf of The Mayor and Council of Gold Hill, I am pleased to provide this letter of intent to initiate the final steps in its selection of you to be Gold Hill's next City Manager.

Your acceptance of this letter and completion of the associated background check release form will initiate the City's formal pre-hire background investigation process, which includes communication with your provided references, a criminal background check, social media review and other types of professional reference review.

Additionally, the Mayor and Council have authorized me to begin contract negotiations with you in parallel with the background investigation to maintain momentum towards a formal employment contract approval by both parties as soon as practicably possible as the City is interested in minimizing any potential gap in long term administrative leadership of the organization.

It is recognized that scheduling and existing professional commitments may extend a potential start date beyond what is preferred by Council and that will be a consideration as a start date is negotiated along with other typical contract terms such as salary, benefits, severance protections, contract exit language for both parties, etc.

With your concurrence and acceptance via your signature below, the City of Gold Hill is extending a conditional offer of employment subject to the processes outlined above and will work diligently with you to adequately address all items with a sincere intent for you to become the next City Manager for the City of Gold Hill.

\_\_\_\_\_  
Candidate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interim City Manager

\_\_\_\_\_  
Date

# Recruitment Position Summary for City Manager City of Gold Hill, Oregon



## **ANNOUNCEMENT OF POSITION RECRUITMENT**

The City of Gold Hill is seeking a full-time, hands-on City Manager to oversee all aspects of the operations of the municipal organization. Prior City Manager or Department Head level management in municipal government highly desired. Municipal budget, grant, and finance experience, and/or a strong background with public works operations and infrastructure is also highly valued. Extensive experience working with elected bodies to provide quality information, options, and guidance in both formal and informal settings is also desired.

This leader of a small group of dedicated staff must be ready, willing, and able to perform a wide spectrum of tasks and duties on a day-to-day basis.

The Gold Hill City Manager position is an excellent opportunity to be intimately involved with every aspect of municipal operations and governance with a Mayor and Council eager to support and share leadership with the City Manager and their staff.

## **CITY OF GOLD HILL**

Incorporated in 1895, and built on a rich history in goldmining, the City has a population of 1,362 and a significant number of rural households in the in the unincorporated areas outside of Gold Hill that also call Gold Hill home. Gold Hill is located close to two Interstate 5 access points creating easy access to the cities of Medford and Grants Pass, as well as many of the other regional communities and natural features that make the Rogue Valley unique.

Community assets include both an elementary and middle school in the highly regarded Central Point School District, as well as a County library facility. The City of Gold Hill owns and contract operates its own water treatment and distribution system and is currently working with the regional wastewater district on an annexation into the regional wastewater collections system as a solution to the existing aging municipal wastewater treatment plant.

Public Safety services are provided by Jackson County Fire District 3 and the Jackson County Sheriff's Office. The City of Gold Hill owns and directly managers four parks, including a beautiful Rogue River riverfront beach park, sports park with baseball diamonds, tennis courts and skateboard park, a boat launch, and a highly valued and utilized paved walking/biking trail along the river connecting the parks and the community.

Gold Hill operates under a City Council-City Manager form of government. The City government has a mayor and six-member City Council who are elected at-large to four-year terms.

### ***Upcoming Projects, Challenges and Opportunities:***

- Develop and implement capital improvement plans for the Water, Parks, Transportation and Storm Drain systems, including short- and long-term funding plans
- Improve operational financial procedures, policies and reporting.
- Evaluate viability of financial software used for general ledger, utility billing, accounts payables and business license.
- Complete annexation process for the municipal wastewater system

- Explore and identify collaboration/partnership opportunities with other governmental agencies to efficiently deliver public services.
- Support Council in a Strategic Planning/Goal Setting process.

## **THE POSITION**

The City Manager is responsible for all city operations, which include Parks, Transportation and Storm Drains as well as utility billing. The City Manager is also responsible for management of the operations of its water and wastewater utilities, currently through third party contracts and professional services contracts for engineering, legal, planning, and other municipal services. The City Manager also represents the city in public, and works closely with constituents, businesses, and City Councilmembers.

This position functions as the City's Budget Officer and will oversee the development, approval and proper utilization of the City's \$2.1M annual budget. The City Manager also directly supervises a dedicated staff of four (City Recorder, Clerk/Office Assistant, PW/Parks Superintendent, and a Parks Technician).

The ideal candidate will provide effective fiscal oversight and accountability of city funds, oversee budget development, revenue forecasting, grants and loans, bonds, and revenue generation, and be creative and forward thinking regarding shared partnerships that will support financing city projects. The ideal candidate will also be a supportive leader, provide training and development opportunities for staff, and demonstrate emotional intelligence.

The City Manager will have an ability to effectively build and maintain relationships and leverage their expertise to achieve the Council's goals and objectives. The ideal candidate will work hard at becoming part of the community through attending events, engaging local community organizations, and finding new and creative ways to connect with citizens.

### ***The ideal candidate will also:***

- Operate within a solid ethical framework and strive to uphold the public trust while improving accountability, customer service, and efficiency.
- Be a creative and innovative thinker.
- Be responsible for enforcement of City ordinances, policies, contracts, franchises, and leases.
- Ensure consistent communication with the Mayor and Council on issues, trends, and matters of city-wide interest.
- Foster teamwork and collaboration with staff, the Council, and the community.
- Be a clear and concise communicator and be an effective presenter and public speaker.
- Be able to address complex issues in a public setting.
- Build a strong community presence, and be responsive, approachable, and accessible to others.
- Participate on a variety of boards, commissions, and groups, and attend all City Council meetings.
- Value the importance of connecting with other community organizations, listening to their needs, building trust, and leveraging their ideas.
- Collaborate with other jurisdictions, agencies, businesses, and institutions to produce partnered solutions.

### ***Background and Education:***

- bachelor's degree with major coursework in public administration, business administration, finance, or a closely related field, and 3 – 5 years of applicable public sector experience.

**or**

- Any satisfactory equivalent combination of education, training, and experience that shows the knowledge, skills, and abilities to perform the job duties proficiently may substitute for the above requirements,

**and**

- Possession of, or the ability to obtain and maintain, an Oregon driver's license by the time of appointment.

### **EMPLOYMENT INFORMATION**

Salary and Benefits: **\$110,000 – \$125,000 DOE/DOQ** and an attractive benefits package including: medical, dental and vision benefits, retirement plan through the State of Oregon (PERS), paid leave and other competitive benefits.

**Apply by June 5<sup>th</sup> for first consideration at: [www.cityofgoldhill.com](http://www.cityofgoldhill.com)**

Contact Interim City Manager, Adam Hanks for questions. at [adam.hanks@cityofgoldhill.com](mailto:adam.hanks@cityofgoldhill.com) or 541-855-1525



## Council Communication

<b>Agenda Item</b>	Interim City Manager – Contract Extension		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	June 27, 2023

### SUMMARY

The current Interim City Manager contract has an expiration date of June 30, 2023. To provide as much continuity as possible before the hiring of a permanent replacement, I am able to extend the date of the contract to July 21, 2023. It is expected that a short term Interim City Manager will be identified and secured to serve the Mayor and Council and staff between July 21, 2023 and the expected early September start date of the permanent City Manager candidate currently in the finalist stage of the recruitment process.

### PREVIOUS COUNCIL ACTION

September 19, 2022 – Council approval of Employment Contract with Adam Hanks for Interim City Manager appointment with expiration date of January 15, 2023

December 19, 2022 – Council approval of Employment contract amendment to extend contract expiration date to June 30, 2023

### BACKGROUND AND ADDITIONAL INFORMATION

In parallel with the final recruitment processes currently underway to secure the City’s next permanent City Manager, staff is also working to secure interim City Manager candidates for Council to consider for appointment to fill the expected six to eight week gap between my departure and the arrival of the permanent City Manager.

While not ideal, there are several different strategies for adequately addressing this gap and all avenues are being explored and will be shared with Council as viable, actionable options emerge in the coming weeks.

### FISCAL IMPACTS

No additional costs beyond those already budgeted for compensation of the City Manager position are anticipated.

### STAFF RECOMMENDATION

Staff recommends Council approve the attached contract amendment between the City of Gold Hill and Adam Hanks for City Manager services that extends the agreement date to July 21, 2023

### ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move approval of the employment agreement amendment between the City of Gold Hill and Adam Hanks extending the expiration date to July 21, 2023

**REFERENCES & ATTACHMENTS**

1. Adam Hanks Employment Agreement Amendment #2

EMPLOYMENT AGREEMENT AMENDMENT #2  
Interim City Manager  
(City of Gold Hill, Oregon/Adam Hanks)

THIS EMPLOYMENT AGREEMENT AMENDMENT (“Agreement Amendment #2”), made and entered into on June 27, 2023 by and between the City of Gold Hill, Oregon and Adam Hanks, an individual (hereinafter “Hanks” or “Interim City Manager”), both parties collectively hereinafter “Parties” amends the original employment agreement executed by both parties on September 21, 2022 and an amendment executed by both parties on December 19, 2022.

Consistent with original agreement item #21 – Amendment/Modification, the following modifications have been made and mutually agreed upon by Council motion/approval and Hanks signature. All other provisions and mutual covenants contained in the original agreement remain in effect.

4) Term of Employment/Termination. This employment will commence September 21, 2022, and terminate July 21, 2023 or upon the established and mutually agreed upon starting date of the permanent City Manager or Council appointed new Interim City Manager, whichever comes first. The Council reserves the right to terminate this agreement at any time prior to the above dates and may do so with or without cause. The City Council may use its full discretion in this determination and its determination will be final and will not require any showing of cause or proof and no severance pay beyond unpaid hours worked prior to termination of this contract will be provided to Hanks.

Approved by the Gold Hill City Council on: \_\_\_\_\_, 2023.

City of Gold Hill, Oregon

Adam Hanks

By: \_\_\_\_\_

\_\_\_\_\_

Date:

Date: