

CITY COUNCIL MEETING PACKET

APRIL 26, 2016



City of Madras
City Council Meeting
City Council Chambers

April 26, 2016
7:00 p.m.

AGENDA

I Call to Order

II Pledge of Allegiance and Prayer

III Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the Madras City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Approval of Minutes From the April 12, 2016
City Council Work Session
- B. Approval of Minutes From the April 12, 2016
City Council Meeting
- C. Approval of Revocable License Agreement Between the City of Madras
and the Madras Modelers #3550 for use of a Portion of the Madras
Municipal Airport for Model Airplane Activities
- D. Approval of Revisions to Exhibit A of the Letter of Support for Designation of
Central Oregon Regional Large Lot Industrial Site at Madras Airport
- E. Approval of Professional Services Contract Between City of Madras and Summer
Sears CPA for General Finance and Accounting Services

F. Approval of Amendment No. 1 to Professional Services Agreement Blackmore Planning and Development Services, LLC for As-Needed Planning and Development Services

G. Approval of Professional Services Contract With Carl Sr. Landscape for Weed Abatement Enforcement Program Services

IV Visitor Comments

V Solar Eclipse Event Sponsor - Airport Sublease Agreement and Special Event Agreement Draft Terms (Jefferson County Tourism Group)

City Administrator, Gus Burrell

VI Adoption of Annual Strategic Implementation Plan for FY 2016-2017

City Administrator, Gus Burrell

VII Public Hearing (Legislative)

A. City of Madras Sign Ordinance Text Amendments Community Development Department File #TA-15-4

1) Open Public Hearing

2) Staff Report

3) Comments From the Public

4) Close Public Hearing

5) Council Deliberations (Comments and/or Questions)

6) Council Takes Formal Action at this Time to Approve, Modify, Deny, or to Continue the Hearing to a Time and Date Certain

Community Development Director, Nicholas Snead

VIII Quarterly Community Development Department Update

Community Development Director, Nicholas Snead

- IX Review and Prioritization of Community Clean-up Efforts and Resources
Community Development Director, Nicholas Snead

- X Confirmation of Appointment Process for Citizen & Marijuana Industry Representatives to the City's Recreational Marijuana Advisory Committee (RMAC)
Community Development Director, Nicholas Snead

- XI Quarterly Financial Update
Finance Director, Brandie McNamee

- XII Additional Comments, Announcements, and Department Reports

- XIII Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the City Council to consider additional subjects. Meetings are subject to cancellation without notice.

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council. The meeting may be audio taped. Minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible. Those needing assistance should contact the City Recorder two (2) days in advance of the meeting.

Executive Sessions are not open to the public; however, members of the press are invited to attend.

The City of Madras is an Equal Opportunity Provider.

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I CALL TO ORDER

The City Council Work Session was called to order by Mayor Royce Embanks at 5:41 p.m. on Tuesday, April 12, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Mayor Royce Embanks Jr. and Councilors Richard Ladeby, Tom Brown, Gary Walker, Bartt Brick, and Bill Montgomery.

ABSENT WERE:

Councilor Chuck Schmidt.

STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burril; Public Works Director, Jeff Hurd; Finance Director, Brandie McNamee; Customer Accounting Clerk, Kora Hollyman; Accounting Analyst, Rebecca Tomblson; Accounting Technician, Megan Hansen, and City Recorder, Karen J. Coleman.

ABSENT WERE:

HR and Administrative Coordinator, Sara Puddy; Police Chief, Tanner Stanfill, and Community Development Director, Nicholas Snead, were not required to be in attendance.

VISITORS IN ATTENDANCE WERE:

John Ghilarducci, Principal, and Doug Gabbard, Project Manager, FCS Group.

II WATER RATE AND SYSTEM DEVELOPMENT CHARGE (SDC) STUDY

Public Works Director Hurd told the Council that they are presenting a Water Rate and Water System Development Charge (SDC) Study. FCS was hired to basically go through and analyze how water rates would need to be adjusted based on future growth and inflation annually, similar to how our Wastewater fees are adjusted, as well as check that the City is accurately charging Water SDCs.

John Ghilarducci came forward and introduced himself and Doug Gabbard, Project Manager, to the Council. He explained that he would be providing some of the initial

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background for both the water rates and SDCs and that Mr. Gabbard would be providing the initial results in both cases.

He then moved forward with a PowerPoint presentation. He started off by presenting the following agenda:

Rates:

- Overview
- Inputs
- Outputs

System Development Charges:

- Overview
- Inputs
- Outputs

Next Steps - he noted that they do not really have a "next steps" slide at this time.

He mentioned that he will be presenting an overview of the rate study and that Mr. Gabbard will talk about some of the key assumptions and inputs that go into the numbers and will review those results. He indicated that he will be providing a little bit of background on Systems Development Charges and that Mr. Gabbard will take them through the key inputs and assumptions that go into that calculation and then will provide those results.

There are some notice requirements with Systems Development Charges in particular that will mean that the City will have to wait for a time before these could actually be implemented.

He moved to a slide that showed the Analytical Process that they take in a study like this and that they have taken in this study specifically. The key result is the "Rate Revenue Requirement". What the rate revenue requirement is, is the determination of how much money is needed from rates in order to meet all of the financial obligations of the water utility. The key inputs to help them determine what that amount is would be the Operating Budget, Fiscal Policy targets (e.g. how much money needs to be in the bank at the end of every year), and the Capital Improvement Plan. There are portions of projects that will be paid for by Systems Development Charges, but the bulk of the capital projects will need to be paid for by rates.

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As they try to determine how much money is needed from rates, they look at two different tests. The first one is "what are the cash needs", so they are looking at operations and maintenance expenses, the reserve funding, debt service if there is debt outstanding, and rate needs for capital. All of those cash needs total the financial obligation of the utility. In the case where there is debt; there is also coverage requirements. When debt is taken out, the public agency promises to recover not only the debt service, but an additional factor on top of it called the coverage factor so they test to make sure that the City is meeting the coverage requirements. The greater of these two tests determine the revenue requirement.

He told the Council that the model goes out at least 10 years, but they are looking at a smaller planning period tonight just to show them the foreseeable future. The Excel spreadsheet actually goes out for a multi-year long-term period, so they can forecast when rate spikes might be coming and plan for those.

Doug Gabbard explained that the revenue requirement model begins with a number of assumptions. To understand how costs will increase they assign a number of cost escalation rates. To understand how demand will change over time, they assign a customer account growth rate of 0.2 percent and assume that water demand per account will basically stay at the same level that it is today. It might be surprising to some to know that Madras, being the growing community that it is, may wonder why the growth assumption is only 0.2 percent and that is that this growth assumption applies to the customer base of the utility itself, not the community as a whole.

He mentioned that before the inflation rates and growth rates can be applied you need a base year forecast. They used the City's FY 2016-2017 proposed budget as modified or clarified through discussions with staff. They also took into consideration some forecasted increases for Deschutes Valley Water District and made sure that the increases that they believe will happen are reflected in the model so as not to be caught off guard by those.

They have some assumptions about the terms of any new debt. This is only going to apply to one of three scenarios that they will be presenting, but these are the terms that are used in that scenario.

Another set of inputs revolve around reserve policies. All three scenarios that they will be presenting enforce the following reserve policies:

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- There is an operating reserve of 60 to 90 days of operating expenses which translates roughly to between \$80,000 and \$120,000 each year.
- In the Construction Fund, which in this case is part of the City's Water Fund, there is a small minimum balance that is 1% of the plant in service.
- It is common when issuing Revenue Bonds to require a bond reserve and they have reflected this in their model where bonds are used.

Rate Scenarios

Mr. Gabbard explained that the first scenario is "pay as you go", and in this scenario the utility's rate revenue must be sufficient each year, not only for operations, but also for any capital projects that the utility needs to undertake.

The second scenario is "Debt". In this scenario the utility uses debt to fund capital projects so that the rate impacts can be minimized.

The third scenario is a hybrid. In this scenario they assume the same rate increases as the debt scenario, but no money is actually borrowed. Instead some capital projects are deferred so that they can be funded on a "pay as you go" basis.

In other words, both the first and the third scenarios are "pay as you go". In the first scenario they hold the CIP (Capital Improvement Plan) constant and figure out what rate increases are needed. In the third scenario they hold the rate increases constant at a lower level and figure out which projects can get built.

In the first two scenarios the CIP calls for a stable program of capital expenditures. They have assumed, for each project, a kind of "S" curve where project expenditures are spent over multiple years. This gives a pretty smooth program of capital expenditures, but because of the constrained rate increases of the structured "pay as you go" scenario, significant spending in that scenario doesn't happen until 2022.

The handout that was provided shows "pay as you go" and debt of \$1.17 million in capital projects from 2016 to 2025 (all project costs spread out over five years). The structured "pay as you go" shows \$776,000 in capital projects from 2016-2025 (each project assumed to be constructed in one fiscal year).

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Revenue Requirement

Mr. Gabbard referred to the handout showing the three scenarios and pointed out that the graphs show that things go upside down without any rate increases, so they know that some level of rate increase is necessary. The dotted line for the "debt" and the structured "pay as you go" scenarios are exactly the same which is what would be expected since they are using the same set of rate increases for both of those. The dotted line for the "pay as you go" scenario doesn't look all that different from the other two scenarios and this is because over the forecast period the rate increases are not all that different.

The graphs indicate that:

1. There will be an increase in operations and maintenance in 2020 as the result of a projected Deschutes Valley Water District price increase.
2. The current rate revenues are insufficient to pay operation and maintenance expenses and the existing debt.
3. Rate increases are needed to fund capital needs and related debt service.

Rate Summary

He referred to the Rate Summary page and explained that the table that was provided shows the initial rate increases required for revenues to cover operation and maintenance and debt service for the water system. The rate increases are higher with the "pay as you go" scenario than they are with the debt scenario.

The table shows the annual revenue requirement, percent increase from the previous year, the meter size charge on the base (includes 500 cubic feet) and what that bill might look like, and the volume charge per hundred cubic feet above the 500 cubic foot minimum.

In the "pay as you go" scenario the initial rate increases are more dramatic (e.g. 19.5 % versus 13%), but by 2024 rates for the second and third scenarios are actually higher than in the "pay as you go" scenario. This is about the year where the debt service catches up and the cost of the interest and the financing on the debt scenario makes it necessary to go higher in rate than even the "pay as you go" scenario, but as you get out to the end they are not that much different.

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Rate Comparison

Doug Gabbard referred to the rate comparison chart and explained that the chart shows how the City's water rates compare now with nearby agencies and how they would compare after implementing one of the scenarios discussed tonight. Moving from a spot near the bottom to a spot near the top may seem a little scary, but with the exception of the City of Sisters and the Deschutes Valley Water District, this chart actually shows a very narrow range.

John Ghilarducci opened the discussion to questions at this time.

City Administrator Burril wanted to know what they were taking out of the Capital Improvement Plan and what the total value of the improvements would be. He also wanted to know if the City would be building out the Capital Improvement Plan by 2025.

Doug Gabbard advised City Administrator Burril that it is his understanding that in the "Debt" and in the "pay as you go" scenarios the whole plan gets built as written.

John Ghilarducci noted that they have it out to 2025 and the improvements come to about \$1.17 million dollars.

City Administrator Burril said that one of his questions might be "what if that got built out by 2035"? He requested clarification that the City would have 20 years to get the improvements in the Capital Improvement Plan built out.

Public Works Director Hurd mentioned that the Water Master Plan shows that the proposed improvements will be built out by 2025. This could be changed if we were to stretch it out to a 20-year plan.

City Administrator Burril pointed out that by stretching it out, we could risk failure.

John Ghilarducci indicated that there are some projects that do extend out to 2035 and 2036 so the total, if you go out for the whole plan as listed in the Capital Improvement Plan, is about \$2.1 million in current year dollars. At the 10-year window it would be \$1.17 million dollars under the structure "pay as you go" deferral of more than half of those projects in order to meet the same pattern as the debt.

City Administrator Burril asked if when we hit 2025 we will have a cash flow mechanism to get the rest of the capital improvements in that second 10-year period.

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John Ghilarducci explained that what is happening in the structured "pay as you go" scenario is that the City is saving money and once it has enough money can spend it on projects. The timing of the projects is dependent on cash flow. It is nowhere near as certain as either of the other two scenarios that the City will get everything built.

City Administrator Burril requested clarification that when we hit 2026 it will bring in enough revenue for the next set of projects still on the list.

Doug Gabbard assured City Administrator Burril that they are not leading the City to the edge of a cliff.

John Ghilarducci pointed out that when you look at a "pay as you go" strategy for funding capital improvements compared to a debt strategy, there is a huge difference in the rate impacts. Because of the pretty level capital spending each year under the "pay as you go" scenario, which is a little over \$100,000 a year, it is very similar to the debt approach. They looked at this and thought that it almost makes the "pay as you go" strategy, where you are able to do the whole Capital Improvement Plan, make a lot more sense than it usually does because of the pattern of these capital improvements. There is not a big difference between the debt and the "pay as you go" scenario; they just wanted to provide a Plan B if those initial rate increases were too high and this is what the structured "pay as you go" is.

City Administrator Burril mentioned that he knew the previous City Manager for the City of Sisters and they have been kicking the can down the road a little bit on their water. He understands that they had tried to approach rate increases. At some point it will become critical for them to do it.

The Deschutes Valley Water District's water rates are low because they get a profit off of the damn they have on the Crooked River. He said that he doesn't know what their revenue stream looks like, but they take part of that and subsidize what they need to sell to the community and the region. In the year 2020 as he understands it, their contract on selling power will go from approximately \$.13 or \$.14 per kilowatt hour down to approximately \$.04 per kilowatt hour. This will be a renegotiated agreement. They were able to get a really good agreement that was in place for 20-30 years, but they are on notice that this is going to be renegotiated much lower.

Deschutes Valley Water District, approximately three years ago, started moving the City up by about 15% on our group sales and on our contract unit sale for every hundred cubic feet that we buy from them. They are doing this again over the next three years.

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Their Manager, Ed Pugh, at Deschutes Valley Water District hasn't given us guidance for three years out yet, but has put us on notice that they are going to continue to step us up in those purchases. He asked if they were using 15% to 20% or more in their assumptions.

Doug Gabbard explained that the assumptions they used for the Deschutes Valley Water District rate increases was about 13.5% for FY 2016-2017, 65% in FY 2019-2020, and another 13% in 2022-2023.

John Ghilarducci pointed out that they had jumped that expenditure way up in 2020 in anticipation of that increase.

City Administrator Burril wanted to know what that would be if they used 30% in 2020.

Doug Gabbard indicated that their model is set up to figure that out.

City Administrator Burril asked if this is something that they could provide this evening.

John Ghilarducci advised City Administrator Burril that this is something where they would have to get back to him.

City Administrator Burril suggested the need to use approximately 30% in the model and estimated that it could be three years before Deschutes Valley Water District provides the percentage. He noted that they are aware that there is going to be a major change.

John Ghilarducci explained that the increases are driven by the capital that is needed. With Deschutes Valley Water District water purchases are a huge portion of the budget, but it is in 2020 when that major increase hits. They are doing some ramping up to get there, but next year and the year after that is mostly about the capital.

City Administrator Burril pointed out that the City expends approximately \$150,000 per year to buy water. In year 2020, we would be paying approximately \$250,000 for water.

John Ghilarducci added that it will be a little more than that. He mentioned that with projected inflation it would go to a little over \$173,000 in water purchases in FY 2019 and in FY 2020 it would go up to \$286,000 because of that increase. This is still less than half of the City's operating expenses, but it is a major expenditure.

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Councilor Brown questioned whether Mr. Ghilarducci and Mr. Gabbard actually know where we are at and where we are going.

John Ghilarducci advised Councilor Brown that they do not know what is going to happen in the future, but have used pretty conservative assumptions to try and forecast inflation, and growth in the customer base at a pretty minimal level as they are only talking about the City's water utility. Most of the City of Madras is served by the Deschutes Valley Water District and the City doesn't set those rates. He is looking at current revenues of a little over half a million dollars and cash operating expenses, and existing debt service of more than that. Right now the City's revenues are not covering the cash operating expenses and debt service. This will work for a year or two, but it doesn't work long-term.

When they bring in the capital projects that are needed as part of the plan that has been looked at and adopted, this is where these increases are coming from. Those are all known numbers. They do not know for a fact what inflation will do in the next few years. They are making an educated forecast based on what they have seen. The number that they are uncertain about is what Deschutes Valley Water District will be charging the City of Madras for water. They have tried to be conservative, but they are losing a major source of revenue and it is likely that their rates to the City will go up substantially.

City Administrator Burril suggested that what might help Councilor Brown is for them to show what the minimum might look like by looking at what they have done to the City in the past and reflect that on through. He said that he senses that they have not tried to show all of the improvements in the Capital Improvement Plan; that they have tried to show working our way through it over a 20-year basis. What if Deschutes Valley Water District just stayed with a 13% to 15% increase? He asked them to rerun their assumptions based on what Deschutes Valley Water District has done the last two times.

John Ghilarducci mentioned the need to include inflation in there, but will not assume the big bump in 2020.

Councilor Brown wanted to know where this is going to take us as a city, where we will really have to raise our rates to equalize our expenses, and what can we do about that?

Councilor Brick asked for a best case, worst case, and most likely case to be built into that structure. He referred to the Rate Summary Page and the Rate Comparison Page and said that he noticed that they are using 500 cubic feet in the Rate Summary page

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and 700 cubic feet in the Rate Comparison page. He wanted to know why they are different and if it affects what the graphs look like.

Doug Gabbard explained that what he is seeing in the Rate Summary is the City's rate structure. For example, you get the first 500 cubic feet in the base charge. This is not necessarily a typical single family water use. It is the typical single family water use that is reflected in the Rate Comparison chart.

Bill Montgomery mentioned that he got a sense that this is almost irrelevant as we are already in the hole and digging in deeper assuming that we didn't get any of these raises. What do we do about this?

City Administrator Burril pointed out that the City hasn't done a rate analysis for water since 2005 and has been using their guidance, but over the last few years whatever assumptions were in there put us too far away so we need to test their assumptions and update the model. He agreed with Councilor Brick that he would like to see a minimum, and a worst case scenario, and whether there is something that we should consider.

Bill Montgomery inquired as to how much of the improvements in the Water Capital Improvement Plan have to do with expansion and how much of it has to do with fixing things that need to be fixed.

Public Works Director Hurd explained that the Capital Improvement Plan list is not for expansion because the City doesn't really have anywhere to grow as we are surrounded by the Deschutes Valley Water District. The Capital Improvement Plan list is based on bringing up the system currently to handle the flow that we have now. A lot of the improvements have to do with upsizing the lines just to handle the existing system (e.g. go from a 4" line to an 8" line). When you look at the City's Water System Master Plan it is about those types of improvements, not expansion for future growth.

Doug Gabbard mentioned that the large Deschutes Valley Water District increase that is expected to be large, but really is uncertain, will not occur until 2020. What they really know is everything to the left of the 2020 column (e.g. 2017, 2018, and 2019). Even with that cost being uncertain in its spike, all of the rate increases to the left are still real. If the City wants to build the Capital Improvement Plan for 2017 and maintain operations, the Water rates will need to increase about 19.5% without debt and 13% with debt.

Councilor Brown recalled the days when the City used the water out of the City wells and out of the canal. At what point does the City need to look at changes that we need to make based on the past and based on the future. Are we going to come to a point

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where we can no longer afford this and does it need to be part of the conversation that we need to start looking at what we did in the past?

City Administrator Burril agreed that the City does have some wells. If we run our pumps for a month or two out of the year, will it have a net savings to us? He questioned the use of the canal water as it could get into a quality issue. This would take an analysis of what a treatment plant facility would run. He suggested the need to be mindful of the quality we get from Deschutes Valley Water District.

Councilor Brown mentioned that Deschutes Valley Water District was once another entity and it got taken over by what is now Deschutes Valley Water District because it was a public entity and it was in the best interest for them to do that. Things like this could happen in the future. Water is a basic economic point of interest for any particular place in time. Without water there is nothing anywhere.

Public Works Director Hurd explained that the water analysis that was done indicates that minimizing and cutting water by 10% has the potential to provide \$16,000 in savings per year. Additionally running wells 2 and 3 can provide a savings of up to \$7,500 per year. He told the Council that he does not know if the cost for electricity has been factored in, and if not, he does not know what the savings would be if he were to factor in the cost for electricity.

Councilor Montgomery wanted to know what percentage of the City is served by Deschutes Valley Water District directly as opposed to our water system.

Public Works Director Hurd estimated that the City has close to 900 services. The Deschutes Valley Water District has approximately 2,200 just in the City limits. They probably have 2/3 to the City's 1/3.

City Administrator Burril agreed with Councilor Brown that it is possible that the City's water system could be taken over by Deschutes Valley Water District at some point in time, but right now the Water Fund is one of the City's revenue sources which is used to cover some of the debt. It helps pay for the City Hall facility and for some existing debt that was incurred with the North Y waterline improvements about 10-years ago.

When he first came to work for the City he was asked to contact the Deschutes Valley Water District to inquire as to whether they would be interested in taking over the City's water system, but they did not appear to be interested at that time and there is not currently an interest.

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Deschutes Valley Water District is still receiving revenue from a dam and we can't compete with that, so are forced into doing the best we can. We are not for profit, but our responsibility to our users is to keep the water up to a certain standard, and keep the system functional and reliable. This plan would be functional and reliable, but it is going to adjust our rates. If we defer that maintenance what are we risking (e.g. the fire department over time could have trouble getting enough water). We are not meeting newer requirements. This is the trade-off if we defer maintenance further along. Our approach so far has been to defer and adjust slightly, but deferral will catch up to us at some point.

Public Works Director Hurd reminded the Council that pipes do have a life span. In 60 or 70 years they are going to need to be replaced. It is not in this Water System Master Plan. The Water System Master Plan lists only those projects that will bring us up to be sufficient for our existing system. It doesn't even touch on replacement down the road. This is something else that we need to keep in mind.

City Administrator Burril mentioned that we have some steel pipe that looks good and is not corroding very fast, but they are 60 years old. When one goes, it will need to be replaced.

Mayor Embanks wanted to know if the Deschutes Valley Water District treats their water.

Public Works Director Hurd indicated that they do not unless they get a sample that shows that they need to.

Mayor Embanks asked if the water from the wells would need to be treated.

Public Works Director Hurd explained that they would have to run tests and if those tests were to come back positive they would have to chlorinate.

Mayor Embanks inquired as to whether we would have sufficient capacity if we had to use the wells.

Public Works Director Hurd told Mayor Embanks that the wells are in good shape. We have two wells that are on standby for emergencies so in case there is a big drawdown (e.g. when we had the fire at the hotel), Deschutes Valley Water District was sending water, but the well down at Public Works kicked on to also supply water for it. The well at the Public Works Department gets exercised regularly. The well by Jefferson Street

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needs to have the sand filter replaced before it can be used again. There would be a cost for replacement of the filtration system.

He was unable to answer the question as to how much water was in there and said that he would have to ask Utility Supervisor Bedell. There has to be some analysis somewhere that would show all of the information about the well.

City Administrator Burril advised Mayor Embanks that staff will bring this information back to Council.

Mayor Embanks expressed concerns about a change in the water quality. The public would be upset. He wanted to know if we are seriously considering the use of our wells. He asked if we are looking at 30 to 50 years down the road for all of this or are we looking at the next 10 years.

City Administrator Burril explained that the wells are currently used for backup. If the system senses a pressure drop, it kicks in. We run it occasionally just to keep in compliance, and take samples and send those in to certify that we still have good water. If we run them it is being estimated that there will be \$7,500 per year in savings, but we need to clarify if this takes into consideration the cost for electricity and sampling. Staff will clarify as to whether, if we were to run the pumps at maximum, we would be able to keep up with the demand we have or what would be the net difference.

Essentially we have three points of contact with the Deschutes Valley Water District system around town. It comes in and we buy it. Our wells can kick in and cover if there is a major demand and the system drops, it can supplement.

Councilor Brick requested clarification that the cost differential wouldn't be relevant unless you compared it to the increased cost that would force us to make a change. At the lower levels right now, it may be only \$7,500, but if they triple that charge that is the comparison you want to have, not the comparison of what the cost is now.

John Ghilarducci pointed out that they have the capability to run those with the information that City staff provides.

City Administrator Burril mentioned that it sounds like staff has some things to bring back:

- 1) What does it look like our wells can do on our own and what are in those assumptions? Look at a point in the future as to what those savings could be.

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- 2) What is a minimum based upon what Deschutes Valley Water District has been doing over the last two contract renewals and project that forward?
- 3) Look at a maximum of what you are showing and then Council can consider a middle of the road option from those two.

John Ghilarducci confirmed that they will be providing a floor and a ceiling essentially.

City Administrator Burril indicated that this is correct. He requested clarification that right now they are showing getting our 20 year Capital Improvement Plan done over 20 years.

John Ghilarducci agreed that this was correct. The costs have been spread out as they are not showing which project will be done five years from now and which one will be done eight years from now, they are levelizing the spending so the City will be spending, saving, spending, saving,, spending, etc. In order to do any capital projects, the City has to get the rates increased.

SDC Background

John Ghilarducci explained that the SDCs are the one-time charges paid at the time of development by new development or redevelopment when they are increasing their demands for the water service. SDCs are for capital only and can only be spent on capital costs and can only be collected based on cost of construction. They usually include a future looking piece based on planned improvements and a piece based on existing infrastructure (e.g. what has already been built that has the capacity to serve growth), and they are for general facilities. An SDC is supposed to represent a share of the City's general water system, not the meter or the connection.

The buy-in to an existing system is called the reimbursement fee, and is based on the cost of unused capacity on the existing system divided by the growth that it will serve. The improvement fee is based on future planned capacity increasing projects, and they will talk about why that is not relevant in this case. If it were they would then divide by the growth that those projects will serve; add them together and you would have your Systems Development Charge.

They presented the following information:

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ORS 223.204 Determination of amount of System Development Charges; methodology; credit allowed against charge; limitation of action contesting methodology for imposing charge; notification request.

(1)(a) Reimbursement fees must be established or modified by ordinance or resolution setting forth a methodology that is, when applicable, based on:

- (A) Ratemaking principles employed to finance publicly owned capital improvements;
- (B) Prior contributions by existing users;
- (C) Gifts or grants from federal or state government or private persons;
- (D) The value of unused capacity available to future system users or the cost of the existing facilities; and
- (E) Other relevant factors identified by the local government imposing the fee.

(1)(b) The methodology for establishing or modifying a reimbursement fee must:

- (A) Promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.
- (B) Be available for public inspection.

(2) Improvement Fees Must:

(2)(a) Be established or modified by ordinance or resolution setting forth a methodology that is available for public inspection and demonstrates consideration of:

- (A) The projected cost of the capital improvements identified in the plan and list adopted pursuant to ORS 223.309 that are needed to increase the capacity of the systems to which the fee is related; and
- (B) The need for increased capacity in the system to which the fee is related that will be required to serve the demands placed on the system by future users.

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(2) (b) Be calculated to obtain the cost of capital improvements for the projected need for available system capacity for future users.

(3) A local government may establish and impose a Systems Development Charge that is a combination of a reimbursement fee and an improvement fee, if the methodology demonstrates that the charge is not based on providing the same system capacity.

Mr. Ghilarducci mentioned that we need to make sure that we are not charging anybody more than an equitable share. We have to take into account and deduct parts of the system that were granted or contributed, so we are not going to charge them for those portions of projects, and we have to isolate only the unused capacity for future users to include in the reimbursement fee.

With the improvement fees, you have to have an adopted list, which the City does have. It is the percentages that are allocated to growth that are the difficulty. In the case where a developer builds a project on the project list, as a condition of development, and it is increasing capacity, you have to credit them for the over-sizing portion of that project.

Doug Gabbard explained that because the City's Water System Master Plan indicates available capacity in some categories of the existing assets, they are able to calculate a reimbursement fee, so while the total cost of the utilities assets is \$3.2 million dollars, the portion that represents capacity that is available to future users is \$660,024 and so this is the number that gets carried forward into a reimbursement fee calculation. From that amount they subtract outstanding debt of \$25,332. This is because a new customer will contribute to debt service through their rates, so we do not want them to be double-charged. This leaves a net reimbursement cost basis of \$634,691. You would then divide that by anticipated growth of 445 meter equivalents over the entire forecast period to reach a reimbursement fee of \$1,426 per meter equivalent.

Because the project list focuses on bringing the utility up to current standards rather than creating capacity for future users, an improvement fee is not appropriate and therefore is not calculated. The calculation is then finished by adding a provision for Administration Costs as allowed by Oregon SDC law. This brings the total SDC to \$1,584 per meter equivalent. Implementing this SDC would put Madras in the middle of the pack for Water SDCs. Madras currently has the lowest SDC.

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The following SDC comparisons were presented (5/8" X 3/4" Meter)

Bend	\$ 4,868
Sisters	\$ 3,528

Sister's Water SDC is based on fixture units; assumes 2 bath/shower combos, 1 clothes washer, 1 dishwasher, 2 outdoor hose bibs, 1 kitchen sink, and 3 efficient toilets.

Prineville	\$ 3,094
Redmond	\$ 2,407
Madras (Proposed)	\$ 1,584
LaPine	\$ 1,405
DVWD	\$ 1,200
Avion	\$ 1,000
Madras (Existing)	\$ 832

Councilor Montgomery mentioned the possibility of negotiating a deal with Deschutes Valley Water District to take over the City's water system and put up a fund to help pay for the system when it breaks for some period of time. In his opinion, we might be money ahead.

City Administrator Burril explained that a couple of things that would need to be analyzed a little further would be what portion of this Water Operations Fund helps fund debt from this facility's perspective. This is a revenue stream. How would our parks system look by buying more water? Some of our water system is set up to help our parks. He suggested the need to pencil it all of the way through to determine our trade-offs.

III ADJOURN

The City Council Work Session was adjourned at 6.52 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

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I CALL TO ORDER

The City Council meeting was called to order by Mayor Royce Embanks at 7:04 p.m. on Tuesday, April 12, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Mayor Royce Embanks Jr., and Councilors Richard Ladeby, Bartt Brick, Tom Brown, Gary Walker, and Bill Montgomery.

ABSENT WERE:

Councilor Chuck Schmidt.

CITY STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis PC; Police Chief, Tanner Stanfill; Public Works Director, Jeff Hurd; Community Development Director, Nicholas Snead; Finance Director, Brandie McNamee; Building/Fleet/Street Supervisor, Rodney R. Fulton; Golf Course Superintendent/Parks Supervisor, Jonathan Burchell, and City Recorder, Karen J. Coleman.

ABSENT WERE:

HR and Administrative Coordinator, Sara Puddy.

VISITORS IN ATTENDANCE WERE:

Jefferson County Commissioner, Mae Huston, and Holly Gill, News Editor with the Madras Pioneer.

II PLEDGE OF ALLEGIANCE AND PRAYER

Mayor Embanks asked Councilor Ladeby to lead the pledge of allegiance to the flag of the United States of America, which he did. He then offered the prayer.

III CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Madras City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

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- A. Approval of Vouchers
- B. Approval of Minutes From the March 22, 2016 City Council Meeting
- C. Council Ratification of Funding Commitment in Support of Oregon Parks and Recreation Department, Local Government Grant Program, for Rehabilitation Efforts to the Juniper Hills Park and Ball Fields
- D. Approval of City of Madras Public Works Department On-Call and Take Home Vehicle Use Policy
- E. Approval of Expenditures for Community Clean-up Event Dumpsters, Garbage Bags, Gloves, and Advertising
- F. Approval of Storm Drainage Easement and Public Right-of-Way Deed of Dedication for Berg Drive Road Extension Madras Municipal Airport
- G. Council Ratification of Sale of Bay #4 in Hangar #3 Doug Shepard to Richard Macy
- H. Approval of First Amendment to Human Resource Outsourcing Agreement Mid-Oregon Personnel Services
- I. Approval of Completion of the Desert Peaks Golf Course Cart Path Paving Project

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL ACCEPT THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY, 5/0.

IV VISITOR COMMENTS

▶ **TREE CITY U.S.A. DESIGNATION**

Golf Course Superintendent / Parks Supervisor Burchell came forward and introduced himself as the Parks and Open Space Supervisor representing the Urban Forestry Commission. The City of Madras was named a 2015 Tree City U.S.A. by the Arbor Day Foundation in honor of its commitment to effective urban forest management. This is the 23rd year that Madras has earned the National

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Designation. The Tree City U.S.A. Program is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Foresters and the U.S.D.A. Forest Service.

Madras achieved Tree City U.S.A. recognition by meeting the program's full requirements. Tree City U.S.A. communities must have a Tree Board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day Observance and Proclamation. The Chief Executor and Founder of the Arbor Day Foundation commended Madras' Elected Officials, volunteers, and its numerous citizens for providing vital care for its urban forest.

Trees provide numerous environmental, economical, and health benefits to millions of people each day. Cleaner air, improved storm water management, energy savings and increased property values and commercial activity are among the benefits enjoyed by the Tree City U.S.A. communities. The Arbor Day Foundation applauds Madras for making planting and caring for trees a priority.

He thanked the Mayor and City Council, on behalf of the Urban Forestry Commission for their continued support towards maintaining the City of Madras' Tree City U.S. A. designation. The City Council has proclaimed that Arbor Day within the City of Madras will be held on Friday, April 22, 2016. He encouraged the Council to help celebrate this day by joining the Urban Forestry Commissioners, City of Madras Parks staff, and the Kid's Club for plantings at the 9th and "B" Street Park on April 22, 2016 at 4:00 p.m. This year's theme is "Celebrate Trees in our Community". The first 50 kids to help plant trees will receive two tree saplings upon completion of the Arbor Day Celebration.

Mayor Embanks thanked Jonathan and the Urban Forestry Commission for their efforts as he knows that this is a constantly working commission bettering the City.

**V CONTRACT WITH PACIFICORP FOR STREET LIGHTING AT BIRCH LANE AND
GLASS DRIVE MADRAS MUNICIPAL AIRPORT WEST ACCESS ROAD
(AKA DAIMLER ROAD) PROJECT #2015-09**

Building/Fleet/Street Supervisor Fulton advised Council that he is before them tonight to request permission to sign the documents to add the PacifiCorp street lighting for the Daimler Project which will add additional lighting for that project.

Councilor Brown inquired as to the up lighting from these lights.

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Building/Fleet/Street Supervisor Fulton explained that the lights are actually going to be the Cobra Head lights that you see downtown. The diffuser is on the top. It is a solid top so no light can escape. It is a downward facing light. It is not like the new decorative street lighting downtown, it is actually the stainless steel Cobra Head lighting that has been incorporated in the City standards.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BARTT BRICK THAT COUNCIL APPROVE THE STREET LIGHTING CONTRACT BETWEEN THE CITY OF MADRAS AND PACIFICORP FOR STREET LIGHTING ON THE DAIMLER ROAD PROJECT IN THE AMOUNT OF \$48,618. THE MOTION PASSED UNANIMOUSLY, 5/0.

VI RESOLUTION NO. 08-2016

A resolution authorizing the installation of a "caution school speed zone ahead" sign on S.E. McTaggart Road, and the relocation of an existing school speed sign approximately 300 feet to the north of Ponderosa Drive as early warning signs to help slow traffic and provide a safer environment.

Building/Fleet/Street Supervisor Fulton mentioned that they had received several complaints from "the Pines" subdivision about people speeding in that area. The existing signs are "school zone" signs. They were asked to check into what they could do to help reduce the speeding from "the Pines", "J" Street, and "McTaggart Road". He said that they had conducted a site visit, talked to the City Engineer, spoke with ODOT, and discussed this with Police Chief Stanfill to determine what they could actually do in this situation, and what the best location for the signage would be. The City Engineer's recommendation was that they install a "Caution School Speed Zone Ahead" sign at the current location of the school speed zone sign and move the school speed zone sign north by approximately 300 feet. This will help the Police Department with enforcement. The Public Works Department is asking that the Council approve this so they can move forward with installation of the signs.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE RESOLUTION NO. 08-2016 AUTHORIZING THE INSTALLATION OF [(1)] A 20 MILE "CAUTION SCHOOL SPEED ZONE SIGN AHEAD" SIGN [AND (2)] RELOCATE THE EXISTING SCHOOL SPEED SIGN NORTH OF PONDEROSA DRIVE LOCATED ON S.E. McTAGGART ROAD AS REQUESTED BY THE PUBLIC WORKS AND PARKS COMMITTEE. THE MOTION PASSED UNANIMOUSLY, 5/0.

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VII ORDINANCE NO. 887

An ordinance of the City of Madras, Oregon, accepting the surrender of jurisdiction over NE Royal Avenue, NE Shady Lane, NE Plaza Place, NE Beverly Drive, a portion of NE Lakeside Drive, a portion of NE Chestnut Street, and a portion of NE Cedar Street, from Jefferson County; and declaring an emergency.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR RICHARD LADEBY TO APPROVE ORDINANCE NO. 887 BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 5/0.

City Attorney Green read Ordinance No. 887 by title only at this time.

A MOTION WAS MADE BY CONCILOR GARY WALKER AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE AND ADOPT ORDINANCE NO. 887.

City Recorder Coleman proceeded with the taking of a roll call vote:

Councilor Brick	Aye
Councilor Brown	Aye
Councilor Ladeby	Aye
Councilor Montgomery	Aye
Councilor Walker	Aye

THE MOTION, CURRENTLY ON THE FLOOR, PASSED UNANIMOUSLY, 5/0.

VIII PROPOSAL TO FORM AN ADVISORY COMMITTEE TO DEVELOP RECREATIONAL MARIJUANA REGULATIONS

Community Development Director Snead explained that this evening staff would like to present a draft proposal to establish a Recreational Marijuana Advisory Committee (RMAC). He reminded the Council that at the last City Council meeting staff had reported that in January of this year Council had made it clear to staff that they wanted to establish Recreational Marijuana Time, Place, and Manner Zoning Regulations prior to the November, 2016 vote. In response to the last Council meeting discussion staff developed a proposal for an Advisory Committee to be formed.

In essence, this committee would work to develop draft Recreational Marijuana Regulations that eventually the Planning Commission and City Council would adopt. He told the Council that the proposed advisory committee, as drafted right now and subject to their review and modifications, would consist of the following:

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- 3 City Council Members
- 2 Planning Commissioners
- 4 Marijuana Industry Representatives
- 1 Jefferson County Economic Development Manager
- 1 At-Large Citizen

He mentioned that the idea had been to have the Mayor, and two City Council members that may have divergent views on the Recreational Marijuana, serve on the committee to ensure that we have multiple perspectives and the same for the Planning Commission. When talking with the City of Bend staff, they strongly suggested that the City include Marijuana industry representatives from growing, processing, and retail, so that when discussing some of the technical issues there would be someone in the industry that could answer some of those questions and concerns.

It is likely that the growing and processing of Recreational Marijuana would be limited to the Industrial Zone. This would need to be confirmed with the advisory committee, but in doing so this would affect economic development, so he is proposing to include the Economic Development Manager for the County and City. Additionally they are proposing to include one City resident. He said that he had initially wanted more residents, but he is trying to respond to Council's feedback from the last meeting that a smaller advisory committee would be desired rather than a larger committee. Staff believes that this is a pretty representative or broad and diverse advisory committee.

He told the Council that they will allow public comment during all of the committee meetings. Staff is also proposing to implement an electronic survey, where appropriate, for residents or anyone in the community to participate and provide feedback on the draft regulations.

The committee, as proposed, would start work on May 19, 2016 and conclude their work, if necessary, as late as July 28, 2016. This would allow the Planning Commission and City Council to take action in a timely manner prior to the November 2016 vote.

The Council has two options:

- 1) They can accept the proposal if it is found to be appropriate as presented and direct staff to bring back a resolution for consideration during the April 26, 2016 meeting; or
- 2) They can revise or modify the proposal. Council just needs to identify the modifications they would like and direct staff to prepare a resolution that is consistent with the modifications.

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Councilor Brick advised Community Development Director Snead that it has been his history with advisory committees that, unlike decision making committees, it is better to have an even number especially on a controversial topic because they are not deciding anything, and for deciding you need an odd number. If you don't have an even number, the minority group will always feel that maybe the deck was stacked and you are setting them up for ongoing criticism. He strongly recommended an even number for an advisory committee.

The last item mentioned that there cannot be a conflict of interest, but if you have industry members on the committee, aren't they by definition having some conflict of interest.

Community Development Director Snead questioned whether there would be an actual conflict of interest.

City Attorney Green explained that an actual conflict of interest would arise from some type of financial benefit or financial gain. Theoretically they may fall into the class exemption. In other words, if you have a class, a group, (e.g. the Recreational Marijuana industry), they would have some type of benefit related to a decision and there is a class exemption that would remove them from being subject to a conflict of interest.

Councilor Ladeby noted that he had been one of the Council members that had wanted the committee to be small, but only having one citizen on the committee is pretty limited and having four from the Marijuana industry seems like it is already being weighted, so he would like to see at least one or two more citizens on the committee and a reduction in the number of individuals from the Marijuana industry (e.g. four down to three) to be fair as, in his opinion, it needs to be balanced out a little more.

City Attorney Green reminded the Council that they are talking about the time, place, and manner restrictions that would be in place in the event the ban fails in November 2016. If the ban fails, the time, place, and manner restrictions would be important and relevant.

Community Development Director Snead assured Councilors Ladeby and Brick that he would make the modifications they had requested.

Mayor Embanks inquired about the selection process and wanted to know if there would be an advertisement.

Community Development Director Snead mentioned that it is important to have a diverse representation of the community. Staff is proposing to develop a very simple application (e.g. name, address, phone number, e-mail address, and five or six boxes of different

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areas of interest with respect to Recreational Marijuana that can be checked). The individuals can check one of the boxes that more closely fits their area of expertise so staff can get a feel of those citizens that want to serve on the committee. He suggested that of the Marijuana industry representatives we should probably have one from growing, one from processing, and one from retail. Staff would propose appointing members that aren't duplicative in terms of their areas of expertise.

Mayor Embanks suggested the need to ensure that individuals attending the committee meetings would not be allowed to monopolize the discussions as the committee's purpose is to develop time, place, and manner restrictions.

Community Development Director Snead assured Mayor Embanks that it is part of his job to organize agendas and facilitate the discussion in a respectful way, yet also in a productive manner. The thought is that at each of these meetings there will be a designated time on the agenda for public comments. Staff is also proposing to implement an electronic survey so that others in the community can get involved in the process. The requirement would be that the "at-large" citizens, be citizens of Madras.

Mayor Embanks asked Community Development Director Snead if he is anticipating that they would have an audience that would be getting involved in stating their views. He said that he wants this process to be transparent, but does not want this to end up being a protest movement either in favor of or in opposition to the Recreational Marijuana. He wants the committee to have the ability to work on the restrictions.

Community Development Director Snead explained that the reason staff wants the Council to adopt a resolution is because it clearly communicates to the community that the Advisory Committee intends to develop Recreational Marijuana regulations, so there is no doubt that there is a clear intent to adopt these. At the first meeting there will be some time spent on context, and legal background as to why we are doing this. What is the legal authority of the City? These meetings are not intended for individuals to use the entire time to share their thoughts and perspectives, the committee needs to hear from all of the community that is interested and needs to give everyone an equal amount of time to do that.

Discussion followed as to which Council members would be serving on the advisory committee.

Councilor Ladeby volunteered to serve.

Councilor Brown also volunteered, but said that if the Jefferson County Economic Development Manager is going to serve on the committee then he probably shouldn't serve.

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Mayor Embanks questioned whether this would be a direct conflict of interest.

City Attorney Green indicated that in his opinion this would not be a conflict of interest.

Councilor Walker made it known that he had volunteered to serve only if Councilor Brown was unable to serve.

Community Development Director Snead suggested a Council motion to accept staff's recommendation, with the proposed modification for a reduction in the Marijuana industry representatives from four positions down to three positions, the increase in at-large citizen positions from one position to two positions, and that the committee be made up of an even number of committee members rather than an uneven number.

City Attorney Green wanted to know if you have an even number of committee members if it would take six members to determine the position of the committee. For example, when the Committee goes before the Council and recommends that the Council take a certain action, what type of requisite vote or approval must the committee consist of in order to make that recommendation?

Councilor Brick explained that on the advisory committees that he has served on in the past it has typically been that if there is a vote where one side wins that vote is presented, if it is an even split, it is presented as an even split and then the deciding body makes the ultimate decision.

City Attorney Green requested clarification from Councilor Brick that if there is five out of ten of these committee members that want to go a certain direction and split, there is no official advisory position, but if there is six out of ten then that would be the position of the committee.

Councilor Brick indicated that this is correct.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL ACCEPT THE RECOMMENDATION AS RESTATED BY [COMMUNITY DEVELOPMENT DIRECTOR] NICK [SNEAD] FOR NUMBERS TO FORM AND APPOINT MEMBERS TO THE RECREATIONAL MARIJUANA ADVISORY COMMITTEE AS PRESENTED AND DIRECT THE STAFF TO PREPARE A RESOLUTION FOR COUNCIL CONSIDERATION AT THE APRIL 26, 2016 COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY, 5/0.

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IX ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

▶ **COMMUNITY DEVELOPMENT DEPARTMENT REPORT**

Community Development Director Snead advised Council that his department is starting to see an increase in citizen complaints regarding tall grasses, weeds, etc. Staff will be responsive, but as that volume increases, they tend to slow down a little bit. He asked Council to let staff know if they see concerns in the community or if they hear from citizens that have concerns, that they direct the citizens to the City Hall and staff will give them a form that they can easily fill out so staff can respond to those concerns.

▶ **PUBLIC WORKS DEPARTMENT REPORT**

Public Works Director Hurd reported on the following:

Daimler Road (aka the West Access Road) is moving along quite well. Building/Fleet/Street Supervisor Fulton is managing the project and is doing a great job up there.

Grass Runway. Construction started today.

Community Cleanup Event is scheduled for April 30, 2016 and he is estimating that it will be considerably better than last year's event. Austin Cooper is heading the event and is doing a fantastic job.

COACT meeting is scheduled for Thursday, April 14, 2016. They will be talking about rankings for the STIP (Statewide Transportation Improvement Program) and the ConnectOregon Projects. He reminded the Council that the City is not participating with a ConnectOregon Project this year, but is in the STIP and right now we are sitting in the middle of the pack. We are ranked seven out of fourteen and are sitting at the \$2.4 million dollar mark out of the \$3.6 million in funding. He indicated that he is pretty confident that the City will get funded.

Willow Creek Trail. They will be working jointly with the County to apply for some Federal funding to try to make some improvements to the Willow Creek Trail down to Simtustus.

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▶ **POLICE DEPARTMENT REPORT**

Police Chief Stanfill advised Council that one of his officers was involved in an off-duty motor vehicle crash. His condition is good, and he is out of the hospital, is a bit busted up, and will be out for a couple of months, but they will get him back soon. He is recovering, and is back at home with his family. It has an impact on the Police Department when they have somebody out, but the guys are stepping up to the plate and are doing a great job.

He explained that once it starts to get nice their call load gets heavier. They have had a couple of major incidents this last month involving drugs and guns. He told the Council that two of those cases are still under investigation, but the investigations are progressing well.

▶ **FINANCE DEPARTMENT REPORT**

Finance Director McNamee reminded the Council that the first Budget Committee meeting is scheduled for Thursday, April 14, 2016. She stressed the fact that a quorum is needed for that meeting. Food will be provided. The primary focus of Thursday's meeting is the Community Grant Applications.

She announced that the April 26, 2016 City Council meeting is technically her last meeting. She advised Council that she is preparing a financial update showing the financial figures as of March 31, 2016 and asked that they come and see her if there is something specific that they would like to see, so that she can prepare a slide for it.

Finance Department staff is working hard on trying to develop a transition list.

▶ **CITY ADMINISTRATOR COMMENTS**

City Administrator Burril reported on the following issues:

Solar Eclipse Meeting. He mentioned that they had a Solar Eclipse meeting on Monday, April 11, 2016. They had several meetings in a row, including a follow-up at the end with the City's insurance agent about the event.

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There has been some back and forth discussions with the group that is interested in putting on a major event and managing the Airport properties for the City. It will involve a sublease of some farm property and a Special Events agreement. They anticipate bringing some potential terms to the next City Council meeting (April 26, 2016) to get Council's approval to move forward with execution of that agreement.

Council will need to discuss lease revenue as they are proposing a flat fee. He questioned how this would work, if for example the fee were to be based on 10,000 people, but the number increased to 50,000. Would this flat fee make sense?

He told the Council that he will try to include some things in his staff report to try to generate some thoughts on how to approach back. They would like to put a music event on, coordinate with the Air Museum and do different things. There is enough acreage available to host 30,000 to 50,000 people on the property.

X ADJOURN

The City Council meeting was adjourned at 7:48 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS
Request for Council Action

Date Submitted: April 19, 2016
Agenda Date Requested: April 26, 2016
To: Mayor and City Council Members
Through: City Administrator, Gus Burrell
From: City Recorder, Karen J. Coleman
Subject: **REVOCABLE LICENSE AGREEMENT - MADRAS MODELERS #3550**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | <input checked="" type="checkbox"/> | Consent Agenda |

DESCRIPTION AND STAFF ANALYSIS:

The Madras Modelers #3550 have had agreements with the City of Madras to utilize a very small area of the Madras Airport for Model Airplane activities since February 1, 1994. A new 5-year agreement was entered into on February 1, 2005 which would have expired on February 1, 2010; however, the agreement was extended for an additional five-year period to February 1, 2015 by execution of a First Amendment to Agreement. This five-year agreement was allowed to expire on February 1, 2015 to allow the City to determine whether their activities would interfere with a lease agreement that was being proposed which would provide considerable economic opportunities for the City and the Airport.

The lease agreement that was being negotiated at that time is now in place. The Airport Manager and the Lessee has indicated that the activities of the Madras Modelers will not impact the leased premises. The Madras Modelers contacted staff and asked that they be allowed to enter into a new agreement with the City, so they could resume their activities on the original site.

A proposed agreement was forwarded to the City Attorney for review; however, the City Attorney, because the area being utilized is not actually an area that can be leased and may be needed sometime in the future should changes be needed in the layout of the Airport, suggested the need for a "Revocable License Agreement". This type of agreement will allow the use of the original site

from March 22, 2016 to March 21, 2021, unless terminated.

The club's President, Dave Wollam, has reviewed the proposed License Agreement and has indicated his willingness to sign. They will continue to be required to provide an updated list of club officers and members, and proof of insurance each year. They will also coordinate their activities through the Airport Manager.

Staff has worked with this group since 1994 and has found them to be very reliable and extremely good to work with.

SUMMARY:

A. Fiscal Impact

Because this club provides additional recreational opportunities for the Madras community and teaches young people to fly model airplanes responsibly, the City has not charged them for use of this very small area; however, does ask that they maintain the area in a good and clean condition, free from weeds and debris.

B. Supporting Documentation

- A copy of the proposed Revocable License Agreement has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council take formal action to approve the Revocable License Agreement between the City of Madras and Madras Modelers #3550, as proposed.

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is hereby entered into on this ____ day of _____, 20 _____, but made effective for all purposes as of March 22, 2016 (the "Effective Date"), between the **CITY OF MADRAS** ("City"), an Oregon municipal corporation, whose address is 125 S.W. E Street, Madras, Oregon 97741-1346, and **MADRAS MODELERS #3550** ("Club"), a model airplane affiliated and/or associated club of the Academy of Model Aeronautics, Inc., whose address is 576 S.W. Elsie Street, Madras, Oregon 97741.

RECITALS

1. Club has been utilizing that certain area located at the Madras Municipal Airport (the "Airport") depicted on the attached Exhibit "A" (the "Licensed Area") for the purpose of operating model airplanes since February 1, 1994.
2. City and Club have entered into one or more five-year agreements (and amendment(s) thereto) concerning the Licensed Area since 1994. A new five-year agreement was entered into on February 1, 2005 which would have expired on February 1, 2010; however, the five-year agreement was extended for an additional five-year period to February 1, 2015 by the parties' execution of a certain First Amendment to Agreement.
3. The aforementioned agreement was permitted to expire on February 1, 2015 to allow City to determine whether Club's use of the Licensed Area will interfere with a lease agreement that was being proposed which would provide considerable economic opportunities for City and the Airport.
4. As of the Effective Date, City believes Club's use of the Licensed Area will not interfere or impact the lessee's operations under the aforementioned lease agreement.
5. Club, after being made aware of this, has expressed a desire to continue its model airplane activities from the Licensed Area.
6. Because Club provides recreational opportunities for the Madras community and teaches young people to fly model airplanes, City has not charged Club for use of the Licensed Area, but has asked that Club maintain the Licensed Area in a good and clean condition, free from weeds and debris.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter until March 21, 2021, unless sooner terminated or extended. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement (and the License (as defined below) granted hereunder) for any reason or no reason immediately upon written notice to Club. Without otherwise limiting the generality of the immediately preceding sentence, City may terminate this Agreement immediately upon written notice to Club if Club's use or activities from the Licensed Area (a) interfere with the Airport, Airport

operations, and/or any City tenant's use of the tenant's property and/or Airport property, and/or (b) is in violation of any federal, state, and/or local laws, regulations, and/or ordinances, including, without limitation, any Federal Aviation Administration rules and/or regulations. Upon the expiration or earlier termination of this Agreement, Club will (x) vacate the Licensed Area and remove any personal property from the Licensed Area, (y) restore the Licensed Area to the condition the Licensed Area existed as of the Effective Date, and (z) immediately cease any further use of or activities from the Licensed Area. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Club. Termination of this Agreement will not relieve any party of any obligations arising on or before the termination.

2. Subject to the terms and conditions contained in this Agreement, City hereby grants to Club a non-exclusive revocable license (the "License") to use the Licensed Area for the operation of model airplanes and for no other purpose. Subject to the terms and conditions contained in this Agreement, City grants the License to Club in consideration of Club's agreement to maintain the Licensed Area in a good and clean condition, free from weeds and debris. Club's use of the Licensed Area is made subject to applicable federal, state, and local laws, regulations, and ordinances. Club's use of the Licensed Area will be secondary to and subordinate to Airport operations. Club will make no alterations or improvements to the Licensed Area.
3. In addition to any other Club obligation under this Agreement, Club shall:
 - a. Provide the airport manager reasonable advance notice of each use of the Licensed Area.
 - b. On an annual basis, provide an updated list of Club members and officers and their current addresses.
 - c. Have a valid Academy of Model Aeronautics Insurance policy in place. If permitted under the insurance policy, City and City's officers, employees, and agents will be named as additional insureds under the aforementioned insurance policy. Club will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage Club is required to obtain under this Agreement upon execution of this Agreement and any other time requested by City.
 - d. Complete an annual City application for use of the airport facility and return the application to the city recorder prior to use. The application shall contain the following information:
 - (1) The name and address of the club.
 - (2) The Academy of Model Aeronautics Insurance Policy number and expiration date.
 - e. Club will cooperate with Daimler Trucks North America LLC ("Daimler") concerning Club's use of the Licensed Area. Club's use of the Licensed Area may not interfere with Daimler's testing of vehicles and other operations.

- f. Club will not cause or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released on or under the Licensed Area and/or Airport (or any surrounding areas). Club will comply with all environmental laws.
4. Club releases, forever discharges, and will defend, indemnify, and hold City and each City officer, agent, and employee harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) Club's activities and/or use of the Licensed Area (and/or any other person); (b) any injury, illness, and/or death to person; (c) any loss, theft, vandalism, damage, and/or destruction to any real or personal property (whether or not such real or personal property is owned by Club), including, without limitation, the Airport; and/or (d) Club's breach and/or failure to perform any Club representation, warranty, covenant, and/or obligation contained in this Agreement.
5. Club's use of the Licensed Area is on the basis of its own examination and personal knowledge of the Licensed Area. City makes no representations or warranties, whether express or implied, with respect to the Licensed Area. City has made no promise or agreement to repair, alter, construct, and/or improve the Licensed Area, or any part thereof. Club accepts the Licensed Area in its AS IS condition as of the Effective Date.
6. All available remedies are cumulative and may be exercised singularly or concurrently. In addition to any other Club representation, warranty, and/or covenant contained in this Agreement, Club and the undersigned Club officers and/or members jointly and severally represent, warrant, and covenant to City as follows: (a) Club and the undersigned Club officers and members have full power and authority to sign and deliver this Agreement and to perform Club's obligations under this Agreement; and (b) this Agreement is the legal, valid, and binding obligation of Club, enforceable against Club in accordance with its terms.
7. Club will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of the License and/or this Agreement. All provisions contained in this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Club's indemnification obligations under Section 4. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
8. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the

date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to this Agreement. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. Club officers and members signing below each personally guaranty Club's obligations under this Agreement on a joint and several basis.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on the date first written above but made effective for all purposes as of the Effective Date.

CITY OF MADRAS

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

MADRAS MODELERS #3550

Dave Wollam, President

Dave Wollam, individually

(individually)

Exhibit A
Licensed Area

[attached]

EXHIBIT "A"

Madras Modelers # 3550



Madras Municipal Airport

NW Demers Dr

NW Cherry Ln

U.S. Hwy 26

N Adams Dr

NW Dogwood Ln

NW Blackbms Dr

Birch Ln

35 Dr

Jefferson Plywood Company Mill Pond

NW Mylon St

NWE 1st St

CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016
Agenda Date Requested: April 26, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **Approval of Revisions to Exhibit A of the Letter of Support for Designation of Central Oregon Regional Large Lot Industrial Site at Madras Airport.**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | | |

DISCUSSION:

On January 26, 2016 the City Council authorized the Mayor to sign the Letter of Support (Attachment A) to the COIC for the City's application designate a Large Lot Industrial Site. Staff submitted the Letter of Support to COIC who requested that Exhibit B of the Letter of Support be revised to reflect the City's request to designate a 199 acre Regional Large Lot Industrial site. Accordingly, staff requests the City Council to authorize amending Exhibit B of the Letter of Support (Attachment B) to reflect the City's desire to designate 199 acres for a Regional Large Lot Industrial site.

SUMMARY:

A. Fiscal Impact:

N/A

B. Funding Source:

N/A

C. Explanation of Impact:

City Council approval of the revisions to Exhibit B of the Letter of Support will clarify the Council's intent to designate a 199 acre Regional Large Lot Industrial Site to the Central Oregon Intergovernmental Council (COIC)

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

Discussion: Approval of the Letter of Support for the City's application to COIC is an Objective No. 1.5 in the FY 2015-16 Annual Strategic Implementation Plan.

E. Supporting Documentation:

Attachment A: January 20, 2016 Letter of Support to COIC

Attachment B: Revised Exhibit B of the Letter of Support to COIC

STAFF RECOMMENDATION:

That the City Council approve the revisions to Exhibit B of the City's Letter of Support to COIC to designate 199 acres for a Regional Large Lot Industrial site.

MOTION FOR COUNCIL ACTION:

I move that the City Council approve the revisions to Exhibit B of the City's Letter of Support to COIC to designate 199 acres for a Regional Large Lot Industrial site.



125 SW "E" Street
Madras, OR 97741
541-475-2344
www.ci.madras.or.us

January 20, 2016

Chair Jason Carr
Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, OR 97701

Subject: Letter of Support for Designation of Central Oregon Regional Large Lot Industrial Site at Madras Airport

Chair Carr,

The City of Madras is requesting authorization from Central Oregon Intergovernmental Council to designate one of the Central Oregon Regional Large Lot Industrial site at the Madras Airport for Daimler Trucks North America (Daimler). Daimler Trucks North America has conducted limited tests of heavy-duty trucks at the Madras Airport since the 1980s. Daimler is the largest heavy-duty truck manufacturer in North America, with 40% of the market share.

Daimler will invest over \$18 million starting in 2016 to develop a new truck durability testing facility and in doing so will create approximately 30 new full-time equivalent jobs in the operations in Madras due to the closing of its Indiana track. Daimler will conduct their durability testing of various sized trucks and other vehicles will occur at the Madras Airport, which is not currently in the City of Madras' Urban Growth Boundary (UGB). The City of Madras owns and operates the Madras Airport and would like to bring the Daimler site into the UGB to ensure adequate services are provided, development permitting authority, and add their large private investment to the City's tax base.

The City has reviewed the Central Oregon Regional Large Lot Industrial Site Needs Analysis and would like to utilize this unique Needs Analysis to expand the City's UGB to include the Daimler truck durability test facility. Specifically, the City of Madras would like to designate one of the two 100-200 acre Regional Large Lot Industrial site allocated to the region in the short-term¹. At this time the City would like to designate a 200 acres site at the Madras Airport as Regional Large Lot Industrial site (see Exhibits A & B). The size of the site will not exceed 200 acres however the results of a March 2016 wetlands survey may reduce the size of the site.

¹ Central Oregon Large Lot Industrial Needs Analysis, page 60.

ATTACHMENT A

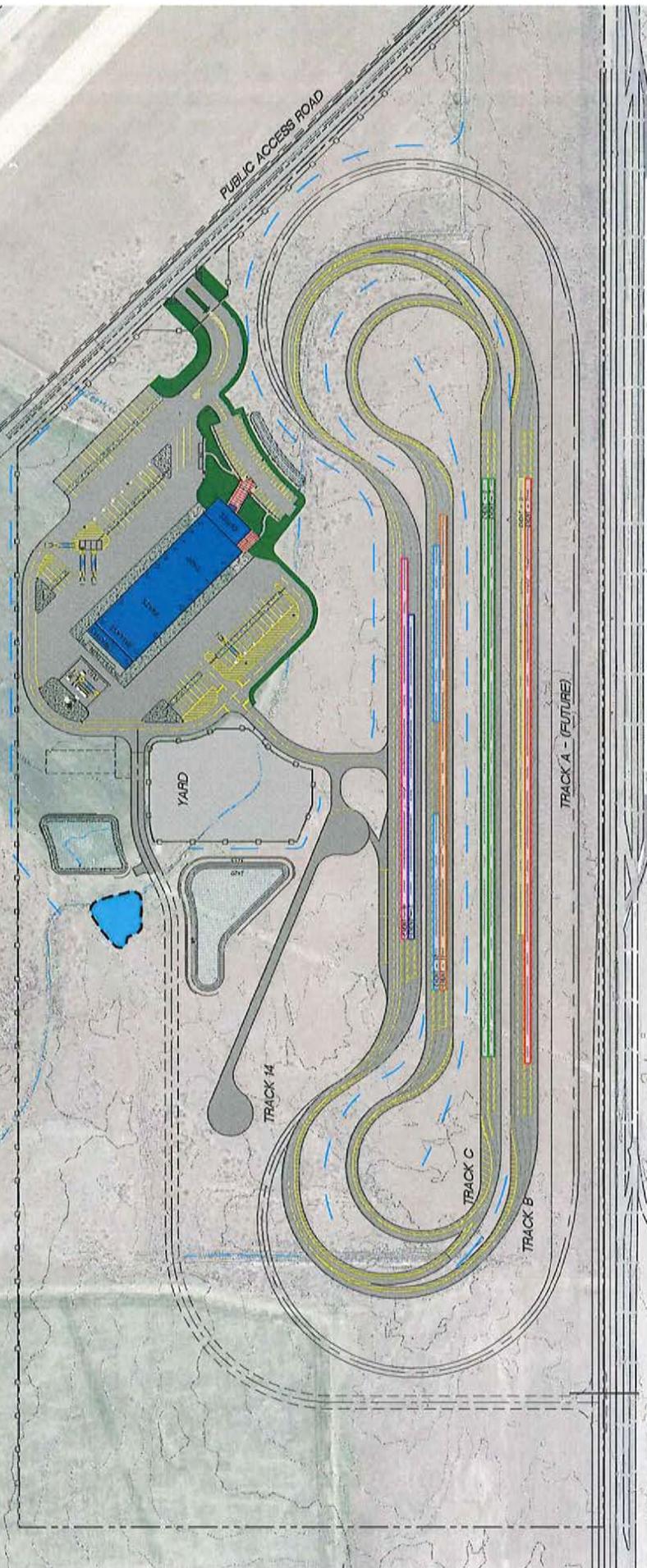
This is a significant economic development project for both Daimler and the City of Madras. Through this letter the City of Madras would like to express our support of the City's application to the Central Oregon Intergovernmental Council Board.

Thank you for your consideration!

Sincerely,

Royce Embanks
Mayor

Exhibit A
Phase 1 Development Area
87 Acres



OCTOBER 13, 2015

15895 SW 72ND AVE SUITE 200
 PORTLAND, OREGON 97224
 TEL: 503.228.1285
 FAX: 503.228.1870
 WWW.CIDA.INC.COM



DAVID EVANS AND ASSOCIATES INC.
 2100 Southwest River Parkway
 Portland Oregon 97201
 Phone: 503.223.6653

DAIMLER

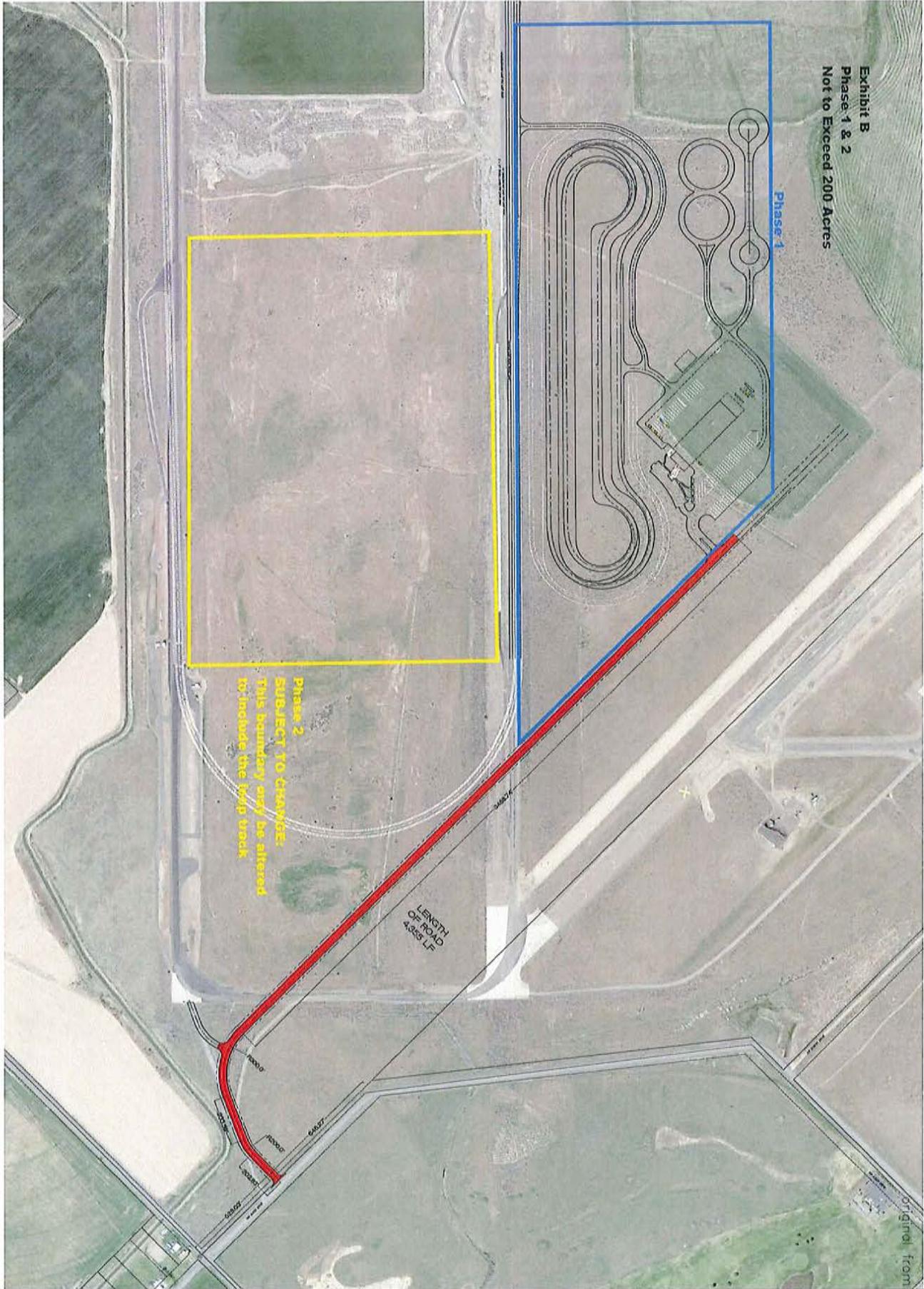


Exhibit B
Phase 1 & 2
Not to Exceed 200 Acres

Phase 2
SUBJECT TO CHANGE:
This boundary may be altered
to include the trap track.

LENGTH
OF ROAD
4,635 LF

original from

020 10/04 1/00

DAIMLER
MADRAS PROVING GROUNDS
MADRAS, OREGON 97741

CIDA
CONSTRUCTION
INSURANCE
AGENCY
1100 SW 10TH AVE
PORTLAND, OREGON 97205
PHONE: 503.233.6963

DE
**DAVID EVANS
AND ASSOCIATES INC.**
2100 Southwest River Parkway
Portland Oregon 97203
Phone: 503.233.6963

DELTA	ISSUE	DATE	RELEASE NAME



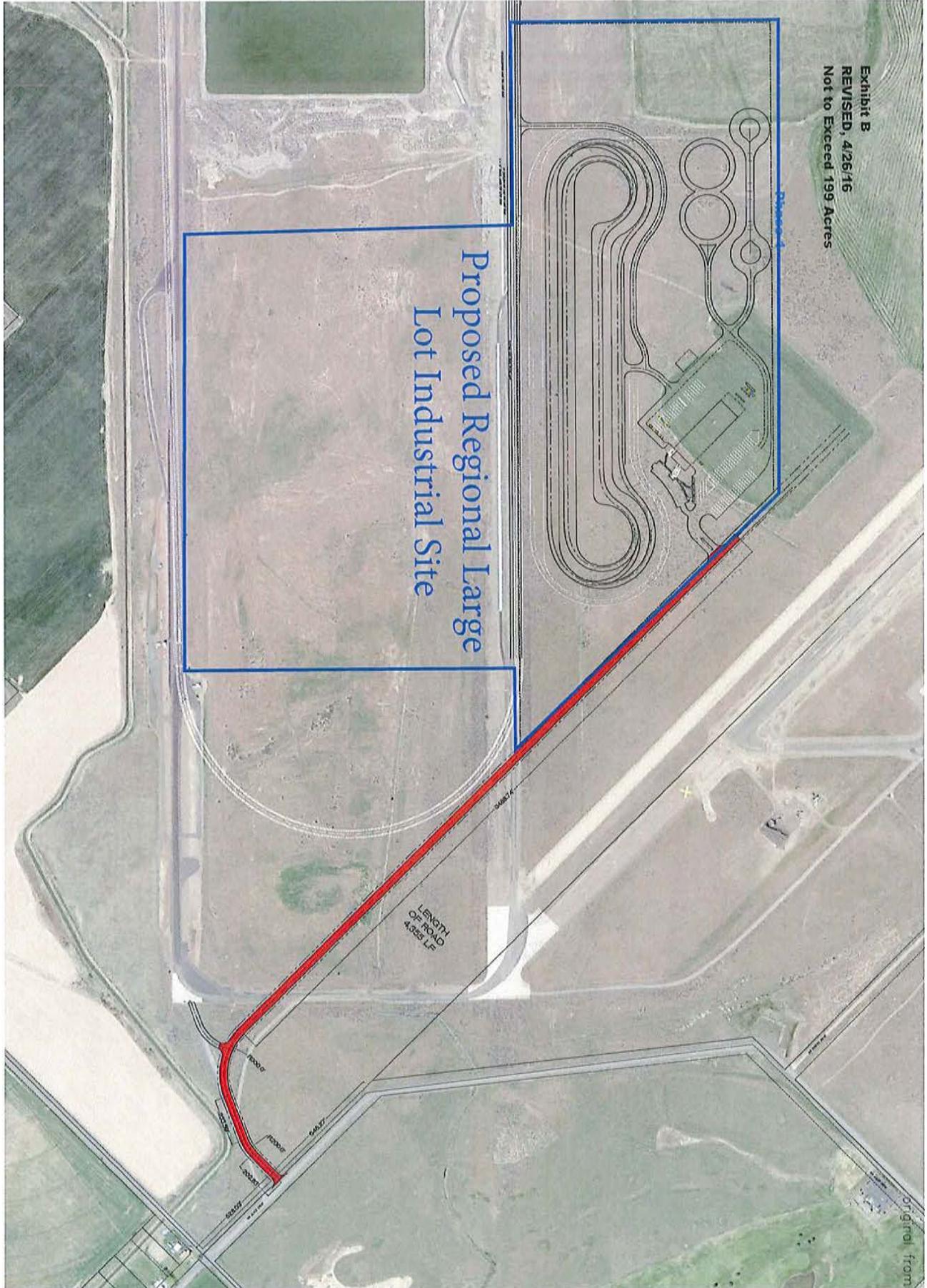


Exhibit B
 REVISED, 4/26/16
 Not to Exceed 199 Acres

Proposed Regional Large
 Lot Industrial Site

LENGTH
 OF ROAD
 4,355 LF

original from

<p>DAIMLER MADRAS PROVING GROUNDS MADRAS, OREGON 97741</p>	<p>CIDA COMMUNITY IMPROVEMENT DISTRICT ASSOCIATION</p>	<p>DAVID EVANS AND ASSOCIATES INC. 2100 Southwest River Parkway Portland Oregon 97201 Phone: 503.223.6593</p>	DELTA <input type="checkbox"/>	ISSUE <input type="checkbox"/>	DATE <input type="checkbox"/>	RELEASE NAME <input type="checkbox"/>	
			503 750-0140				

CITY OF MADRAS

Request for Council Action

Date Submitted: April 18, 2016
Agenda Date Requested: April 26, 2016
To: Mayor and City Council Members
Through: Gus Burrell, City Administrator
From: Brandie McNamee, Finance Director
Subject: **Approval of Professional Services Contract Between City of Madras and Summer Sears for General Financial and Accounting Services**

TYPE OF ACTION REQUESTED:

Formal Action/Motion

Contract Review Board

DESCRIPTION:

Due to the upcoming vacancy of the Finance Director position, outside professional services are needed to fill the gap in accounting needs to meet budget, audit, and general month-to-month accounting services. Summer Sears CPA has worked with the City of Madras since 2012 and has been able to accommodate the interim accounting needs during turnover in the Finance Director position. Because of her tenure it is recommended she be a direct appointment for this contract.

STAFF ANALYSIS:

SUMMARY:

- A. Fiscal Impact:
Not to exceed \$30,000.00 for the period May 1, 2016 through June 30, 2017.

- B. Funding Source:
Monies were budgeted in the Internal Services Central Services Fund - Professional Services #802-101-520-2503 for an emergency situation such as this.
- C. Explanation of Impact:
Without these services the Finance Department would fall short in maintaining operations or meeting budget or audit deadlines for the year.
- D. Recognition of Collateral Material and Technical Report:
Summer Sears Professional Biography

RECOMMENDATION:

Staff recommends Council approve the Professional Services Contract between the City of Madras and Summer Seras, CPA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is entered into by and between the **CITY OF MADRAS**, Oregon, an Oregon municipal corporation, hereinafter referred to as "City" and **SUMMER SEARS, CPA**, an Oregon individual proprietorship, hereinafter referred to as "Consultant".

WHEREAS, City has the need for the type of professional services, knowledge, skills, and experience possessed by Consultant.

NOW, THEREFORE, in consideration of the foregoing, Consultant agrees to provide the services set forth on the Scope of Services attached as Exhibit "A" (the "Services") to City for the following project:

PROJECT TITLE: General Finance and Accounting Services

In performing the Services, it is understood and agreed that:

1. **Compensation.** The compensation for all Services to be performed under this Contract shall be in the total amount of \$100.00 dollars per hour. All out-of-pocket and direct mileage costs associated with such services will be paid per actual itemized billing and cost reimbursement. Services performed under this contract will typically span a specific period of time, such as a week, month or any portion thereof. Total contract is not to exceed \$30,000. The City shall have no obligation to pay Consultant any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by City and Consultant prior to commencement of work performed.

2. **Coordination of Work.** Consultant shall coordinate work through the City Administrator, or the City Administrator's designee, and make such reports to the Madras City Council as may be necessary. Consultant and City agree to consult in a reasonable manner to ensure effective and efficient provision of said services and minimize expense. Contractor will perform no work under this contract until a written "Scope of Work" has been received and agreed to in writing by the City, and the Contractor.

3. **Assignment of Intellectual Property Rights.**
 - 3.1 **Definition.** "Creative Work" means any work that Consultant creates or has created in connection with Consultant's services under this Contract.

- 3.2 Work Made for Hire. The Creative Work is, was, and will be specially ordered and commissioned for use by the City, and is a work made for hire for copyright purposes to the extent it qualifies as such under applicable law.
- 3.3 Assignment. Consultant assigns to the City Consultant's entire interest in the Creative Work, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property and proprietary rights in the Creative Work.
- 3.4 Moral Rights. Consultant assigns to the City any moral rights that Consultant may have in the Creative Work, and waives any right to assert any moral rights in any portion of the Creative Work.
- 3.5 Perfection. At the request of the City, Consultant will sign such documents and take such actions that the City deems reasonably necessary to perfect, protect, and evidence the City's rights in the Creative Work.
- 3.6 Electronic Files. Consultant will provide the City with copies of all Creative Work in their original and editable file formats.
4. **Personal Services.** City has selected Consultant based on its reputation and specialized expertise. Consultant shall not assign any or all of the Services to any other individual or entity without City's prior written consent.
5. **Term.** The term of this Contract shall commence on May 1, 2016 and terminate June 30, 2017, unless sooner terminated as provided herein.
6. **Independent Contractor; No Benefits.** Consultant is an independent contractor of City. Consultant will not be an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, but not limited to, insurance, medical reimbursement, and retirement plans.
7. **Licenses.** Consultant will be solely responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to provide the Services.
8. **No Agency Relationship.** This Contract does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City.

9. **Taxes.** City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, but not limited to, income, social security, workers' compensation, and employment insurance taxes.
10. **Conflicts.** The signing and delivery of this Contract by Consultant and the performance by Consultant of all of Consultant's obligations under this Contract will not:
- (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant;
 - (b) violate any law, judgment, or order to which Consultant is subject; or
 - (c) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body.
11. **Insurance Required.** During the term of this Contract, and for a period of two years after the completion of the Services, Consultant will obtain and maintain, at Consultant's expense, in addition to any other insurance Consultant is required to obtain under this Contract, the following minimum levels of insurance:
- (a) Employer Liability Insurance with not less than \$500,000 per occurrence and \$500,000 aggregate (if applicable);

Consultant is not required to carry Employer Liability Insurance coverage as she has advised the City that she has no employees.
 - (b) Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000;
 - (c) Automobile Liability Insurance with limits of not less than \$300,000 combined single limit or split limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 property damage; and
 - (d) Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage.

These minimum insurance limits may be provided by use of an excess or umbrella policy.

Each insurance policy required under this Contract will be in a form and content satisfactory to City, will list the City of Madras, its officers, agents, and employees as additional insureds, and will contain a severability of interest clause. Prior to Consultant's commencement of the Services, Consultant will furnish City with certificates of insurance evidencing the insurance coverage (and provisions) Consultant is required to obtain under this Contract. Certificates of Insurance shall be accompanied by a copy of the additional insured endorsement. There shall be no cancellation, material change, potential exhaustion of aggregate limits or failure to renew insurance coverages without thirty (30) days written notice from the Consultant to the City.

Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. In the event Consultant fails to maintain insurance as required under this Contract, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Consultant upon City's demand.

12. **Workers' Compensation Coverage.** Unless exempt, Consultant will have Worker's Compensation insurance in a form and amount sufficient to satisfy the requirements of applicable Oregon law. Worker's Compensation coverage will contain a waiver of subrogation in favor of City.
13. **Reporting of Payments.** City will report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service regulations.
14. **City of Madras Public Contract Provisions.** The applicable provisions of City of Madras Ordinance No. 886, setting forth standard provisions for public contracts are hereby incorporated by reference as if fully set forth herein.
15. **Indemnification.** Consultant will defend and indemnify City, and each present and future councilor, employee, officer, agent, and authorized representative of City for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, but not limited to, reasonable attorney's fees, resulting from or arising out of, whether directly or indirectly;
 - (a) state or federal anti-trust violations,

- (b) damage to persons or property caused directly or indirectly by Consultant (and/or Consultant's agents, employees, shareholders, or contractors),
- (c) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or
- (d) Consultant's breach or failure to perform any Consultant representation, warranty, covenant, or obligation contained in this Contract. Consultant's indemnification obligations provided in this Section 15 will survive termination of this Contract.

16. **Compliance with Applicable Laws.** Consultant will comply with all applicable federal, state, and local laws, regulations, and ordinances. Consultant will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Consultant's business and perform the Services.

17. **Termination.**

- A. **Termination by Mutual Agreement or City's Prior Notice.** Notwithstanding anything contained in this Contract to the contrary, this Contract may be terminated at any time by the mutual written consent of City and Consultant. City or Consultant may terminate this Contract without cause by giving 10 days' prior written notice of such termination to the other party.
- B. **Immediate Termination for Cause.** Notwithstanding anything contained in this Contract to the contrary, City may terminate this Contract immediately upon notice to Consultant upon the happening of any of the following events:
 - (i) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City;
 - (ii) Consultant fails to comply with any applicable federal, state, or local law, regulation, or ordinance;
 - (iii) problems occur in connection with Consultant's performance of the Services; and/or
 - (iv) Consultant breaches or otherwise fails to perform any obligation in this Contract.

- C. Consequences of Termination. Upon termination of this Contract,
- (i) City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, and
 - (ii) City will pay Consultant for that portion of the Services Consultant has performed and City has accepted prior to termination in accordance with this Contract. Termination of this Contract by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.
18. **Remedies.** If a party fails to perform any of its obligations under this Contract, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Contract, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
19. **Arbitration.** Any dispute or claim that arises out of or that relates to this Contract, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Contract or the arbitration agreement, shall be resolved by arbitration before a single arbitrator in Madras, Oregon, in accordance with the then-current rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator –will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.
20. **Non-Discrimination.** Consultant agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract when employed by Consultant. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

20. **Attorney Fees.** In the event litigation or arbitration is instituted to enforce or determine the parties rights or duties arising out of the terms of this Contract, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.
21. **Amendment.** Any modification or amendments to this Contract must be in writing and must be signed by both parties.
22. **Notice.** All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

If to City:

City of Madras
125 SW "E" Street
Madras, Oregon 97741
Attention: City Administrator
Phone: (541) 475-2344
Fax: (541) 475-7061
Email: gburriel@ci.madras.or.us

If to Consultant:

Summer Sears, CPA
P.O. Box 934
Hood River, Oregon 97031
Attention: Owner
Phone: (541) 350-2056
Fax: None
Email: summer@searscpa.com

23. **Waiver.** No provision of this Contract may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Contract will be deemed a waiver of other provisions or conditions hereof.

24. **Severability.** Consultant agrees that each provision contained in this Contract will be treated as a separate and independent provision and that the unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

25. **Entire Agreement.** This Contract contains the entire agreement and understanding between the parties with respect to the subject matter of this Contract and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Contract.

26. **Signatures.** This Contract may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page, at the request of a party; the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

DATED this _____ day of _____, 20_____.

CITY OF MADRAS:

 Date Signed: _____

CONSULTANT:

 Date Signed: _____

Exhibit A
SCOPE OF WORK

General on-call accounting services will be billed on an as needed basis. Scope will generally include:

- 1) Assisting with filing of necessary documents for fiscal year 2016-2017 budget
- 2) Assisting with audit "prepared by client" materials (i.e. PBC list)
- 3) Assisting staff with closing of accounting modules and reconciling modules at month-end.
- 4) Closing month-end accounting cycles and providing financial reports to directors
- 5) Assisting with accounting functions or special projects to help with transition for a new Finance Director.

CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016
Agenda Date Requested: April 26, 2016
To: Mayor and City Council Members
Through: City Administrator, Gus Burril
From: City Recorder, Karen J. Coleman
Subject: **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BLACKMORE PLANNING AND DEVELOPMENT SERVICES, LLC**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | <input checked="" type="checkbox"/> | Consent Agenda |

DESCRIPTION AND STAFF ANALYSIS:

The City of Madras entered into a Professional Services Agreement with Blackmore Planning and Development Services on April 28, 2015 for as-needed planning and development services. When staff was requesting proof of insurance this year, it was discovered that Mr. Blackmore was being required to provide Comprehensive Automobile Liability insurance in the amount of \$500,000 (per occurrence and in the aggregate) on any owned, non-owned and hired vehicles. Mr. Blackmore is a small business consultant that does most, if not all, of his work out of his home.

He is currently carrying \$250,000 bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 property damage and insures only his personal vehicle. When confirming Mr. Blackmore's ability to obtain the required insurance, staff was advised by our insurance agent that based on the type of services being provided Mr. Blackmore cannot obtain coverage on non-owned and/or hired vehicles, and in order to meet the contract requirement, Mr. Blackmore would have to increase his Automobile Liability Insurance coverage which would increase his costs for insurance.

Staff does not believe that the City can justify requiring Mr. Blackmore to increase his Automobile Liability Insurance coverage as the City has not used his services since April 28, 2015, when the agreement was first entered into, and as mentioned earlier works from home. Because Mr.

Blackmore does not have the ability to cover any non-owned or hired vehicles, staff felt that it was necessary to amend Mr. Blackmore's agreement to reflect the needed changes and/or corrections to the Automobile Liability Insurance requirements.

Staff prepared proposed Amendment No. 1 and forwarded it to our attorneys for review and comment. After receiving the City Attorney's approval of the proposed amendment, the amendment was forwarded to Mr. Blackmore for his review. Mr. Blackmore has expressed a willingness to sign the Amendment as proposed.

SUMMARY:

A. Fiscal Impact

There should be no fiscal impact associated with these changes.

B. Supporting Documentation

- ▶ A copy of proposed Amendment No. 1 to Professional Services Agreement has been attached for Council's review and consideration.
- ▶ A copy of the April 28, 2015 "Master Agreement" has been attached for reference.

STAFF'S RECOMMENDATION IS:

That the City Council approve Amendment No. 1 to Professional Services Agreement with Blackmore Planning and Development Services as proposed.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to Professional Services Agreement (this "Amendment") is made and entered into effective on _____, 2016 (the "Effective Date") between the **CITY OF MADRAS**, an Oregon municipal corporation ("City"), whose address is 125 SW E Street, Madras, Oregon 97741-1346, and **BLACKMORE PLANNING AND DEVELOPMENT SERVICES, LLC**, an Oregon limited liability company ("Contractor"), whose address is 19454 Sunshine Way, Bend, Oregon 97702.

RECITALS

- A. City and Contractor are parties to a certain Professional Services Agreement dated April 28, 2015 (the "Master Agreement"). This Amendment concerns revisions to the insurance requirements in the Master Agreement.
- B. City and Contractor are amending the "Master Agreement" to acknowledge that there are certain types and levels of insurance coverage that consultants cannot provide, and that in some instances where the higher levels of coverage may be unnecessary based on the location where the contracted work is actually being prepared. For purposes of this Amendment, the term "Agreement" means the Master Agreement and the First Amendment.

AGREEMENT

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

- 1. Amendment No. 1. Section 5.2 (Insurance) in the Master Agreement shall be amended in its entirety to read as follows:

During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement:

- (i) comprehensive automobile liability insurance for all owned or scheduled vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$500,000 per accident; \$250,000 bodily injury per person, and \$100,000 property damage per accident limit; and
- (ii) professional liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate.

Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list the City and its officers, agents, and employees as additional insureds, and will contain a severability of interest clause. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Within ten (10) days after Contractor's execution of this Agreement, Contractor will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor upon City's demand.

2. Miscellaneous. This Amendment is hereby expressly made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. The parties affirm and reaffirm to each other each of the representations, warranties, covenants, and agreements set forth in the Agreement, except as specifically modified under this Amendment. This Amendment will not be construed as an action or implied waiver or release of any party's obligation or liability arising out of or under the Agreement.

All capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Agreement, except as modified by this

Amendment. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect.

No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed and made effective as of the above written Effective Date.

CITY:
City of Madras
an Oregon municipal corporation

Royce Embanks, Mayor

CONTRACTOR:
Blackmore Planning and Development Services, LLC
an Oregon limited liability company

Gregory C. Blackmore, Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into and made effective for all purposes as of April 28, 2015 (the "Effective Date") between the City of Madras, an Oregon municipal corporation ("City"), whose address is 125 SW E Street, Madras, Oregon 97741, and Blackmore Planning and Development Services, LLC, an Oregon limited liability company ("Contractor"), whose address is 19454 Sunshine Way, Bend, Oregon 97702.

RECITAL:

Contractor will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. LAND USE PLANNING SERVICES

1.1 Services. For the period commencing on the Effective Date and ending on the date this Agreement is terminated under Section 6 (the "Service Period"), subject to the terms and conditions contained in this Agreement, Contractor will serve as City's land use planning consultant and, in connection therewith, will perform the following land use planning and related services for and on behalf of City (collectively, the "Services"): (i) review and process land use applications and permits, including preparation of staff reports; (ii) review and process sign code applications; (iii) representation of City in land use hearings; (iv) attend council regular meetings, executive sessions, and/or work sessions as requested from time to time; (v) those planning services described on the attached Schedule 1.1; and (vii) such other land use planning services requested by the city administrator (or his or her designee) from time to time.

1.2 On-Call Process. Subject to the terms and conditions contained in this Agreement, Contractor will perform those Services requested by City from time to time during the Service Period. Upon City's identification of any requested Services, City will provide Contractor written notice (the "Request for Services") containing the following information: (a) a general description of the requested Services and the schedule for completion of the Services; and (b) identification of any private and/or public parties involved or related to the requested Services, including the identification of the owner(s) of the subject property(ies). Within ten (10) days after City's delivery of a Request for Services, Contractor will provide City written notice confirming whether (y) Contractor will provide the Services requested under the Request for Services, and (z) Contractor has a Conflict of Interest (as defined below). If Contractor is willing to provide the requested Services and Contractor does not have a Conflict of Interest, Contractor will provide the requested Services in accordance with and subject to this Agreement and the applicable Request for Services. If Contractor is unable to provide the requested Services and/or Contractor has a Conflict of Interest, Contractor will not provide the Services requested under the applicable Request for Services.

1.3 Preliminary Meeting; Standards. Contractor will meet with the Community Development Director as needed for training regarding the City's plans, policies, regulations and procedures. Contractor will (i) perform the Services under the general direction of the City Administrator and/or council, (ii) consult

with and advise City on all matters concerning the Services reasonably requested by City, (iii) devote such time and attention to the performance of the Services as City deems necessary or appropriate, and (iv) timely perform the Services.

2. COMPENSATION

2.1 Compensation. Contractor's performance of the Services will be billed by Contractor at the rate of \$75.00 per hour. Within ten (10) days after the expiration of each month during the Service Period, Contractor will submit an invoice to City concerning the Services performed by Contractor during the immediately preceding month, if any (each an "Invoice"). Each Invoice will contain the following information: (i) a summary of the Services performed by Contractor (and by whom); (ii) the number of hours (or fraction thereof) each person spent to perform the Services; and (iii) any other information reasonably requested by City. City will pay the amount due under each Invoice within 30 days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services to which the subject Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services during the Service Period will not exceed \$25,000.00.

2.2 No Benefits; Reimbursement. City will not provide any benefits to Contractor. Contractor will be responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will reimburse Contractor for Contractor's reasonable transportation (automobile), lodging, and related expenses incurred by Contractor in connection with Contractor's performance of the Services (mileage will be reimbursed at the then-current IRS standard mileage rate) upon Contractor's compliance with City's expense reimbursement instructions and procedures (e.g., Contractor providing City with actual receipts and verification of Contractor's reasonable expenses). City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 5.4.

3. RELATIONSHIP

3.1 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City.

3.3 Conflicts of Interest. City acknowledges that Contractor provides certain planning and development services concerning projects located throughout Central Oregon, including projects located

within City's incorporated limits. Contractor will not provide any Services concerning projects for which Contractor has a Conflict of Interest. Contractor will provide City written notice of a Conflict of Interest when responding to a Request for Services and thereafter immediately upon Contractor's discovery of the Conflict of Interest. For purposes of this Section 3.3, a "Conflict of Interest" means an actual or potential conflict of interest arising out of or under any of the following non-exclusive circumstances: (a) Contractor is in a position to influence a decision that may result in personal gain for Contractor and/or any other person (other than City); (b) Contractor's personal interests and/or the interests of Contractor's client(s) interferes in any way with City's best interests; and/or (c) any other situation or occurrence that renders Contractor unable to perform the Services effectively, efficiently, and in City's best interests.

4. REPRESENTATIONS; WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to City as follows:

4.1 Authority; Binding Obligation; No Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approval, and certificates necessary to perform the Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with any and all applicable laws, free from any material errors, omissions, or defects, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to City as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with any and all applicable laws, free from any material errors, omissions, or defects, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, (i) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$500,000 per occurrence and in the aggregate, and (ii) professional liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and its officers, employees, and agents as additional insureds, and will contain a severability of interest clause. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Within ten (10) days after Contractor's execution of this Agreement, Contractor will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor upon City's demand.

5.3 Workers' Compensation Insurance. If required under applicable law, Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Workers' compensation insurance will contain a waiver of subrogation in favor of City.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify City for, from, and against any claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (i) damage, injury, and/or death to person or property caused by Contractor (and/or Contractor's agents, employees, shareholders, members, managers, contractors, and/or authorized representatives); and/or (ii) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's

records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

5.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city administrator's prior written consent, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city administrator of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city administrator of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Contractor, and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Contractor will immediately return to City any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by City as confidential and any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

6. TERMINATION

6.1 Termination by Mutual Agreement or City's Prior Notice. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will terminate (i) at any time by the mutual written agreement of City and Contractor, and/or (ii) by either party by providing the other party thirty (30) days' prior written notice.

6.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services; and/or (iv) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

6.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and

work in progress, to City. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

6.4 Remedies. If a party breaches or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7. MISCELLANEOUS

7.1 Severability; Notices. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

7.2 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

7.3 Assignment; Binding Effect. Except as otherwise provided in this Section 7.3, Contractor will not assign or delegate any of Contractor's rights or obligations under this Agreement to any person. Subject to the above-stated limitations on Contractor's assignment or delegation of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

7.4 Governing Law; Amendment; Further Assurances. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. This Agreement may be amended only by a written agreement signed by each party. At any time upon the request of City, Contractor will execute all documents or instruments and will perform all lawful acts City considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

7.5 Attorney Fees. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs,

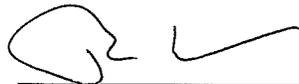
and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

7.6 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Madras, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorney fees.

7.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

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

CITY:
City of Madras,
an Oregon municipal corporation



By: Royce Embanks, Mayor

Federal Tax Id. No.: _____

CONTRACTOR:
Blackmore Planning and Development Services, LLC,
an Oregon limited liability company



Gregory C. Blackmore, Manager

Federal Tax Id. No.: 46-3315853

Schedule 1.1
Land Use Planning Services

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

1. Consultation concerning City's comprehensive plan, land development ordinances, and other ordinances related to the planning and development.
2. Long-range planning activities including, without limitation, comprehensive plan amendments related to UGB expansions to address needed lands, ordinance amendments, and other efforts based on council priorities.
3. Current planning activities relating to the review and processing of land use applications that include zone changes, site plan review, conditional uses, land divisions, planned unit developments, variances, etc.
4. Consultation concerning urban renewal activities including, without limitation, administration of City's urban renewal plan and action plan, fiscal administration, strategic planning, program development and implementation.
5. Grant writing and various program and project management activities requested by City from time to time.

CITY OF MADRAS

Request for Council Action

Date Submitted: April 19, 2016
Agenda Date Requested: April 26, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Professional Services Contract for the City's Weed Abatement Enforcement Program – Carl McCary dba Carl Sr. Landscaping

TYPE OF ACTION REQUESTED:

- Resolution Ordinance
 Formal Action/Motion Contract Review Board
 None - Report Only

Formal action/motion that Council approves the Professional Services Contract with Carl's Sr. Landscaping for enforcement of the City's Weed Abatement Program.

DESCRIPTION:

Staff sent out an RFP requesting bids for weed-eating and mowing services for the City's Weed Abatement Program. The current contract is due to expire on May 14th, 2016. The City received bids from three responsive bidders: 1) Carl Sr. Landscaping; 2) Green Thumb Industries; and 3) Benitez Irrigation & Maintenance. Carl Sr. Landscaping provided the lowest responsive bid.

Item (mow & weed eating)	Unit	Carl Sr. Landscaping	Green Thumb Industries	Benitez Irrigation & Maintenance
Cost for 5,000 sq. ft. lot	LS	\$ 54.00	\$ 200.00	\$ 175.00
Cost for 7,500 sq. ft. lot	LS	\$ 75.60	\$ 275.00	\$225.00
Cost per sq. ft. for lots in excess of 7,500 sq. ft.	SF	\$.01 plus 8% fuel surcharge	\$ 350.00	\$.05
Per hour	HR	37.50 per man	40.00	50.00

STAFF ANALYSIS:

Staff solicited landscaping companies for weed-eating and mowing services. The weed abatement services include, without limitation, mowing and weed eating. All weed abatement services will be provided on an as-needed basis (as determined by the City). The weed abatement services will generally be required May – September each year.

The City’s Weed Abatement Program requires Madras residents to maintain all vacant lots free of dry grass and weeds that may constitute a fire hazard. Letters are mailed throughout the enforcement season (May through September of any given year) for non-compliant lots. Those lots that are not maintained within a 10 day period from the time they receive their non-compliance letters, are brought into compliance by the City’s contracted landscaper. Staff directs these services via work orders to the landscaper as-needed.

Staff recommends executing a professional services contract to Carl Sr. Landscaping for providing mowing and weed-eating services for the City’s Weed Abatement Program.

SUMMARY:

A. Fiscal Impact:

Cost:

- Estimated cost of \$8,500.00 per year for up to five years with a not to exceed cost of \$50,000
- Contract utilized on an as-needed basis, thus entire cost will not be dispersed all at once.

Funding Source:

- ISF Public Works Staff Fund, Abatement 803-101-520-1001 for FY 16-17 = \$8,500

B. Recognition of Collateral Material and Technical Report:

- Attached is the Professional Services Contract for Carl Sr. Landscaping
- Copy of bids received

RECOMMENDATION:

Formal action/motion that Council approves the Professional Services Contract with Carl’s Sr. Landscaping for enforcement of the City’s Weed Abatement Program.

AGREEMENT TO PROVIDE WEED ABATEMENT SERVICES

This Agreement to Provide Weed Abatement Services (this "Agreement") is made and entered into effective for all purposes as of May 15, 2016 (the "Effective Date") between the **CITY OF MADRAS**, an Oregon municipal corporation ("City"), whose address is 125 SW E Street, Madras, Oregon 97741, and **CARL SR. LANDSCAPE & MAINTENANCE** ("Contractor"), whose address is 2816 N. Adams Drive Madras, Oregon.

RECITALS:

A. Contractor and City desire to execute this Agreement pursuant to which Contractor will undertake the performance of the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following weed abatement services for and on behalf of City (collectively, the "Services"): (a) those weed abatement services described on the attached Schedule 1.1 (and pursuant to Schedule 1.1 and this Agreement); (b) any necessary or appropriate weed abatement services customarily provided by Contractor in connection with its performance of those weed abatement services described on the attached Schedule 1.1; and (c) such other weed abatement services requested by the public works director (or his or her designee) from time to time. Contractor will furnish all materials, tools, equipment, and supplies, and will perform (or arrange for and direct) all labor and related services, required to perform the Services.

1.2 Schedule; Standards. Contractor will timely perform the Services in accordance with this Agreement. Contractor will (a) perform the Services under the general direction of the public works director (or his or her designee), (b) consult with and advise City on all matters concerning the Services reasonably requested by the public works director (or his or her designee), and (c) devote such time and attention to the performance of the Services as City deems necessary or appropriate.

1.3 Condition Precedent; Non-Exclusive. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 4.4. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide weed abatement services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

2. COMPENSATION

2.1 Compensation. Contractor will perform the Services at the hourly rates and fixed fees identified on the attached Schedule 2.1. For each project (item), City will pay the lesser of the applicable hourly rate or fixed fee. During the term of this Agreement, on the tenth (10th) day of each month Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). The Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; and (c) any other information reasonably requested by City. City will pay the amount due under the Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed \$50,000.00.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor. Contractor will be responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Contractor for any expenses incurred by Contractor to perform the Services and/or in connection with this Agreement.

3. RELATIONSHIP

3.1 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City.

4. REPRESENTATIONS; WARRANTIES; COVENANTS

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; No Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity. The signing and delivery of this

Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approval, and certificates necessary to perform the Services, including, without limitation, licensing with the Oregon Landscape Contractors Board and, if applicable, an Oregon pesticide applicator's license. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a professional manner, consistent with any and all applicable laws, and in accordance with this Agreement. Contractor will make all decisions called for promptly and without unreasonable delay.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses and/or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) if required under applicable law, workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance must contain a waiver of subrogation in favor of City). Each insurance policy required under this Agreement will be in form and content satisfactory to City and will contain a severability of interest clause. Each liability insurance policy will list City and its officers, employees, and agents as additional insureds. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Within ten (10) days after Contractor's execution of this Agreement, Contractor will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor upon City's demand.

4.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Contractor will maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

4.5 Indemnification. Contractor releases and will defend, indemnify, and hold City and City's officers, employees, agents, and representatives harmless for, from, and against any claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, reasonable attorney fees and related costs and expenses, resulting from or

arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor (and/or Contractor's officers, directors, shareholders, members, managers, employees, agents, contractors, and/or representatives) and/or otherwise arising out of or related to Contractor's performance of the Services; and/or (b) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Records. Contractor will maintain complete and accurate records concerning all Services performed for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.7 Nuisance Ordinance. Contractor has knowledge and experience in weed abatement services necessary to make Contractor capable of evaluating this Agreement and the Services. Contractor has had full opportunity to review City's nuisance and abatement ordinance, Ordinance No. 875 (the "Ordinance"), and to ask questions and receive answers concerning the Ordinance and Services. Contractor has obtained all the information desired in connection with this Agreement and the Services.

5. TERM; TERMINATION

5.1 Term; Termination by Mutual Agreement or City's Prior Notice. The term of this Agreement commenced on the Effective Date and will continue thereafter for a period of three years, unless sooner terminated as provided in this Agreement. This Agreement may be extended for one additional term of two years by the parties' mutual written agreement. Subject to the terms and conditions contained in this Agreement, this Agreement will terminate (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for any reason or no reason by providing Contractor ten (10) days' prior written notice.

5.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or misconduct involving or related to Contractor's independent contractor relationship with City and/or that otherwise reflects adversely on City's reputation and/or operations; (b) Contractor fails to comply with any applicable federal, state, and/or local laws, regulations, and/or ordinances; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or

tabulated data and work in progress, to City. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

5.4 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. MISCELLANEOUS

6.1 Severability; Notices; Assignment. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Contractor will not subcontract and/or assign any of Contractor's rights or obligations under this Agreement to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

6.2 Waiver; Entire Agreement; Attachments. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Subject to the terms and conditions contained in this Agreement, time is of the essence with respect to Contractor's performance of its obligations under this Agreement.

6.3 Governing Law; Amendment; Further Assurances. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. This Agreement may be amended only by a written agreement signed by each party. At any time upon the request of City, Contractor will execute all documents or instruments and will perform all lawful acts City considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

6.4 Attorney Fees. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.5 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

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

CITY:

City of Madras,
an Oregon municipal corporation

By: Royce Embanks, Mayor

Federal Tax Id. No.: _____

CONTRACTOR:

By: _____

Federal Tax Id. No.: _____

Schedule 1.1
Services

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

1. As and when City determines necessary or appropriate, City will issue a written work order to Contractor instructing Contractor to perform certain weed abatement services for and on behalf of City (the "Work Order"). The Work Order will contain the following information: (a) a general description of the weed abatement services and the schedule for Contractor's completion of the weed abatement services; (b) identification of the particular lot(s) requiring the weed abatement services; and (c) any other information City deems necessary or appropriate. In general, the weed abatement services will consist of, among other things, mowing and weed eating; provided, however, the particular weed abatement services required for any given lot is largely dependent on the lot's condition and circumstances. Weed abatement services may also include spraying of noxious weeds. Weed abatement services must be provided within the parameters established under the Ordinance and this Agreement.

2. Within ten (10) days after City's issuance of the Work Order, Contractor will provide City written notice confirming that Contractor will provide the identified weed abatement services within the schedule identified by City. Contractor will provide the requested weed abatement services in accordance with and subject to this Agreement and the applicable Work Order. Contractor will maintain accurate records concerning the weed abatement services performed, including, without limitation, the information required under Section 2.1 and before and after photos of all lots that have been dispatched. Contractor will provide City's public works director (or his designee) a weekly update of all lots that have been contracted and or dispatched.

3. Without otherwise limiting anything contained in this Agreement to the contrary, the Ordinance requires that each vacant lot (in order for a vacant lot to be compliant with the Ordinance) to satisfy the following standards: (a) each lot consisting of less than one acre will be maintained completely free of dry grass and weeds that may constitute a fire hazard; (b) each lot consisting of one acre or more will be maintained within a twenty (20) foot fire break around the entire perimeter of the lot that is clear of all dry grass and weeds; and (c) each vacant lot must be free of noxious weeds as defined by the Jefferson County noxious weeds list.

Schedule 2.1
Fixed Fees and Hourly Rates

Proposed Fixed Fees and Hourly Rates

Weeding and Mowing

Item	Unit	Fixed Price
Cost for any 5,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 50.00 + \$ 4.00 = \$ 54.00
Cost for any 7,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 70.00 + \$ 5.60 = \$ 75.60
Cost per square foot for any lot in excess of 7,500 sq. ft. (mow/weed-eating)	1 SF	\$ 0.10 per sq. ft. + 8% fuel surch

Proposed Hourly Rate: \$ 37.50 / man

Spraying Services
(if applicable)

If the contractor is interested in providing spraying services, the contractor must include proposed pricing for such spraying services:

Item	Unit	Price (per sq. ft.)
Cost for spot spraying 0-200 sq. ft. area	SF	\$
Cost for spot spraying 200-1,000 sq. ft. area	SF	\$
Cost for spot spraying 1,000 sq. ft. + area	SF	\$

Proposed Hourly Rate: \$ _____



Benitez Irrigation & Maintenance Inc.

PO Box 370
Madras, OR 97741
(541)390-6944
benitezc86@aol.com
LCB #9418

City Of Madras
125 SW 5th St
Madras, OR 97741

Job Site Address:
125 SW 5th St
Madras, OR 97741

1. Carlos Benitez (Owner, Primary contact)
286 SE D St.
Madras, OR 97741
541-390-6944
2. I have been self employed for the last 5 years providing landscape maintenance services as well as irrigation installs and repairs on residential and commercial. We have been brush clearing during the last few years especially during fire season. We have been clearing ditches before the water is turned on. Prior to going on my own, I worked for a licensed landscape company where we installed irrigation systems, shrubs/trees, sod, put bark down.
3. I will be managing the weed abatement services, Carlos Benitez
4. The services we are interested on bidding are for, mowing and weed eating.
5. In the past we worked with a local property management company that would hire us to come clear out the lots when they would receive letters from the city. I have reviewed and understand the Ordinance.

**Benitez Irrigation & Maintenance Inc. is a licensed Landscape Contracting business with the Oregon Landscape Contractors Board: 2111 Front St. NE., Suite 2-101, Salem, OR. 97301
PH: (503)967-6291.**

Proposed Fixed Fees and Hourly Rates

Weeding and Mowing

Item	Unit	Fixed Price
Cost for any 5,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 175.00
Cost for any 7,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 225.00
Cost per square foot for any lot in excess of 7,500 sq. ft. (mow/weed-eating)	1 SF	\$.05 per sq. ft.

Proposed Hourly Rate: \$ 50.00

Spraying Services
(if applicable)

If the contractor is interested in providing spraying services, the contractor must include proposed pricing for such spraying services:

Item	Unit	Price (per sq. ft.)
Cost for spot spraying 0-200 sq. ft. area	SF	\$
Cost for spot spraying 200-1,000 sq. ft. area	SF	\$
Cost for spot spraying 1,000 sq. ft. + area	SF	\$

Proposed Hourly Rate: \$ _____

STATE OF OREGON

LANDSCAPE CONTRACTORS BOARD

CERTIFICATE OF LICENSE

This certifies that the person named hereon
is licensed as provided by law as a

ACTIVE

LANDSCAPE CONTRACTING BUSINESS

Irrigation Only

Plus Backflow

License Number: 9418

Expires: 02/28/2017

BENITEZ IRRIGATION & MAINTENANCE INC

PO BOX 370

MADRAS, OR 97741

SIGNATURE OF REGISTRANT

POCKET
CARD

DETACH
AND
CARRY
WITH
YOU

STATE OF OREGON

License as: LANDSCAPE CONTRACTING BUSINESS

License Phase: Irrigation Only
Plus Backflow

License#: 9418
Expires: 02/28/2017

BENITEZ IRRIGATION & MAINTENANCE INC

PO BOX 370
MADRAS, OR 97741

ACTIVE

FOLD

LANDSCAPE CONTRACTORS BOARD

Bond: \$3,000

Insurance: \$1,000,000

Employer Status: Non-Exempt



Copy for your records

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LAURIE J MUSHLITZ (15889) 334 NE IRVING AVE STE 105 BEND, OR 97701-0000	CONTACT NAME: LAURIE J MUSHLITZ PHONE (A/C No, Ext): 541-318-6105 E-MAIL ADDRESS: LAURIE.MUSHLITZ@COUNTRYFINANCIAL.COM	FAX (A/C No): 541-318-8311
	INSURER(S) AFFORDING COVERAGE	
INSURED 9798588 BENÍTEZ IRRIGATION & MAINTENANCE INC PO BOX 370 MADRAS, OR 97741	INSURER A: COUNTRY Mutual Insurance Company	NAIC # 20990
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			AB9060871	6/4/2015	6/4/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

STATE OF OREGON LANDSCAPE CONTRACTORS BOARD 2111 FRONT ST NE STE 2-101 SALEM, OR 97301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COPY for your Records

STATE OF OREGON
LANDSCAPE CONTRACTORS BOARD
\$3,000 SURETY BOND

LCB License # (if already issued) _____ Surety Company's Bond # 62660199

Benitez Irrigation and Maintenance Inc. (the "Principal")
is (or seeks to be) a landscape contracting business as defined by ORS 671.520. The Principal is applying for a license from the Landscape Contractors Board ("LCB") of the State of Oregon, or for renewal of its license, and as a condition of the license is required by ORS 671.690 to furnish a bond issued by a corporation authorized to do business in the State of Oregon, subject to the conditions stated in this bond.

WESTERN SURETY COMPANY, (the "Surety")
hereby binds itself, its respective heirs, personal representatives, administrators, successors and assigns to pay to the State of Oregon the sum of \$3,000.

The obligation of the Surety under this bond is void if, in accordance with ORS Chapter 671.690 through ORS 671.710 and OAR Chapter 808, the Principal pays all amounts as determined by the LCB to be paid by the Principal; otherwise this obligation remains in full force and effect.

This bond is for the exclusive purpose of ensuring payment of determination orders of the LCB in accordance with ORS 671.690 through ORS 671.710.

This bond is one continuing obligation, and the liability of the Surety for the aggregate of all claims which may arise under this bond may in no event exceed the amount of the penal sum of this bond.

This bond is effective on the 1st day of February, 2016, and remains in force until depleted by claims paid under ORS 671, unless the Surety sooner cancels the bond. The Surety may cancel this bond and be relieved of further liability for work on contracts entered after cancellation by giving 30 days written notice to the principal and the LCB of the State of Oregon. Cancellation shall not limit the responsibility of the surety for determination orders relating to work performed or contracted to perform prior to the cancellation.

This bond shall not be valid for purposes of licensing in accordance with ORS chapter 671 unless filed with the LCB within sixty (60) days of the date shown below.

Surety represents and warrants that it is authorized to transact surety business in the State of Oregon.

Dated this 1st day of February, 2016.

Surety Name: WESTERN SURETY COMPANY

Paul T. Bruflat
Printed Name of Attorney-in-fact or Agent

Paul T. Bruflat
Signature

Vice President
Title

101 S. Reid St., Ste. 300 605-336-0850
Address Phone

Sioux Falls, South Dakota 57103-7046
City State Zip



Carl Sr. Landscape & Maintenance (CSL)

2816 N. Adams Dr.

Madras, OR 97741

541-475-3496

PROPOSAL FOR PROVIDING THE CITY OF MADRAS (COM) WITH LANDSCAPING SERVICES FOR ENFORCEMENT OF WEED ABATEMENT ORDINANCE No 822:

When the COM notifies property owners to abate their lots, the process begins. The guidelines to meet compliance are stated in Ordinance No 822. Carl Sr. Landscape & Maintenance is proposing to abate these lots to satisfy compliance at a rate of one cent (Penny) per Square Foot with an additional 8% Fuel Surcharge. The additional landscaping services will be charged at a rate of \$37.50 per hour /per man.

Carl Sr. Landscape and Maintenance will maintain the required Business Liability Insurance, Auto Insurance, and Workman's Comprehensive Insurance and will assure that the insurance vendor forwards a Certificate of Insurance to the proper department, providing the required evidence of coverage and insuring that the City's legal requirements are met.

Over the years, CSL have created some helpful tools that save money and time for both CSL and the COM. When parties contact and hire CSL the first step is to verify information pertaining to name, address, and phone numbers that we have on record. CSL has work orders that are filled out with the above and the Map Number, Lot Number and any additional information that may prove beneficial. At the time of contact, the Map must be verified and be sure there have been no changes from the previous year's abatement. The Map is located and copied from a website; this map is verified from the previous year's copy. With Map in hand, the cost of completing their lot(s) is quoted and documented on Work Order before letting the customer off line. A copy of the Map is included with CSL Work Order highlighting lot location and all information needed for completion. This is an important step because many of the weed abatement customers do not reside in Jefferson County. Communication is key. Information changes all the time and the records must be accurate as some of the older maps have been revised and boundaries changed, which also changes the cost factors, not only for the customer, but for CSL. The customer is also educated on how the lots are measured, if their lot is under or over an acre, and advises on approximate time frame their Lot will be completed. We let the customer know that in June,

when the City assignments are received, they take priority. With the Fourth of July quickly approaching, the City lots must be cleared for public's protection with the use of fireworks.

Once the information is completed, it is transferred to the Weekly Report. This report is emailed weekly and is our main communication tool between offices. The report includes name, map and lot numbers with initial and completed date categories. When initial contact is made, a date is recorded so Michelle knows who has hired CSL. This saves time and money having to send out the second notice to property owners. When the lots are completed, there is a date recorded "Complete". The report also lists COM assignments and the same process is followed. This process keeps track of all activity and with the work order process by contractor, there are no lost assignments. All activity is accounted for on one report and insures information is monitored to insure the Lots are completed by the contract deadline. Discrepancies are forwarded to Michelle for verification which may prove beneficial to City's database. This weekly report saves time and revenue for all concerned by keeping track of assignments and giving Michelle the needed information she requires to complete her bookkeeping.

Carl Sr. Landscape and Maintenance has been the Weed Abatement contractor since 1995. The benefits to the City are numerous. Carl Sr. knows the Ordinance, has the ability to read and understands the maps and knows where the properties are located. He also knows what equipment and man power will be required to meet the contract. His goal is that all assignments are completed satisfactorily by the end of September, as contract indicates.

We are proud to serve our City and take pride in providing the best service possible with a team player work environment.

Please note, unfortunately, we are not able to bid on providing the "Spraying Service" of this proposal.

Thank you for your consideration.

Sincerely,



Date: 04-05-2016

Carl J. McCary, Sr. (Owner Carl Sr. Landscape & Maintenance)

CC: File

Proposed Fixed Fees and Hourly Rates

Weeding and Mowing

Item	Unit	Fixed Price
Cost for any 5,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 50.00 + \$ 4.00 = \$ 54.00
Cost for any 7,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 70.00 + \$ 5.60 = \$ 75.60
Cost per square foot for any lot in excess of 7,500 sq. ft. (mow/weed-eating)	1 SF	\$ 0.10 per sq. ft. + 8% fuel surch

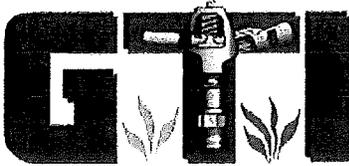
Proposed Hourly Rate: \$ 37.50 P/man

Spraying Services
(if applicable)

If the contractor is interested in providing spraying services, the contractor must include proposed pricing for such spraying services:

Item	Unit	Price (per sq. ft.)
Cost for spot spraying 0-200 sq. ft. area	SF	\$
Cost for spot spraying 200-1,000 sq. ft. area	SF	\$
Cost for spot spraying 1,000 sq. ft. + area	SF	\$

Proposed Hourly Rate: \$ _____



GREEN THUMB LANDSCAPING

A DIVISION OF GREEN THUMB INDUSTRIES INC.

P.O. BOX 740

MADRAS, OR 97741

541 475-6679 FAX 541 548-0134

LCB# 8644

April 1, 2016

City of Madras
125 SW E Street
Madras, OR 97741

RE: Weed Abatement Enforcement

Per City of Madras, request for proposals for weed abatement services, the following information has been requested.

1. Green Thumb Industries, Inc.
P.O. Box 740 Madras, OR 97741
Contact: Dana Oppenlander 541 788-4446
2. Green Thumb Industries, Inc. is a full service landscape contractor licensed and bonded with the Oregon Landscape Contractors Board. We have crews that install new landscapes as well provide grounds maintenance services throughout Central Oregon. We have been in business since 1999 and are currently the contracted landscaper for the City of Madras. Attached you will find a copy of our LCB License and Oregon Department of Agriculture commercial pesticide operator license.
3. Dana Oppenlander will be the contact person.
4. Green Thumb Industries, Inc. has the ability to enforce Ordinance No. 875 with manpower, machines, tools and apply herbicides if necessary.
5. Attached you will find our pricing and hourly rates.
6. Attached you will find our current insurance information.
7. Green Thumb Industries, Inc. has been maintaining grounds and providing weed abatement services since 1999. We provide weed abatement services for the City of Redmond as well as many private landowners in Central Oregon. We have reviewed and understand Ordinance No. 875

Sincerely,

A handwritten signature in black ink, appearing to read 'Dana Oppenlander', is written over the typed name and company name.

Dana Oppenlander
Green Thumb Industries, Inc.

STATE OF OREGON

LANDSCAPE CONTRACTORS BOARD

CERTIFICATE OF LICENSE

This certifies that the person named hereon
is licensed as provided by law as a

ACTIVE

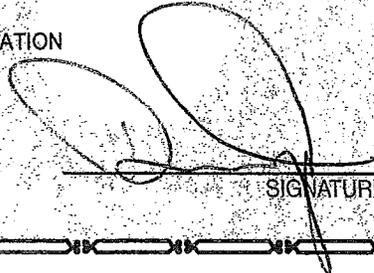
LANDSCAPE CONTRACTING BUSINESS

All Phases
Plus Backflow

License Number: 8644

Expires: 01/31/2017

GREEN THUMB INDUSTRIES INC
dba: GREEN THUMB LANDSCAPING AND IRRIGATION
PO BOX 740
MADRAS, OR 97741



SIGNATURE OF REGISTRANT

POCKET
CARD

DETACH
AND
CARRY
WITH
YOU

STATE OF OREGON

LANDSCAPE CONTRACTORS BOARD

License as: LANDSCAPE CONTRACTING BUSINESS

License Phase: All Phases License#: 8644
Plus Backflow Expires: 01/31/2017

Bond: \$20,000

Insurance: \$1,000,000

GREEN THUMB INDUSTRIES INC
dba: GREEN THUMB LANDSCAPING AND IRRIGATION
PO BOX 740
MADRAS, OR 97741

Employer Status: Non-Exempt

FOLD

ACTIVE

POST IN A CONSPICUOUS PLACE

GREEN THUMB INDUSTRIES INC
PO BOX 740
MADRAS OR 97741

BUSINESS LOCATION
GREEN THUMB INDUSTRIES INC
148 SE DESCHUTES AVE
REDMOND OR 97756

CATEGORIES OF LICENSES

Ornamental & Turf - Herbicide
Ornamental & Turf - Insecticide & Fungicide

<u>LICENSE NUMBER</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRES</u>
AG-L1005194CPO	12/29/2015	12/31/2016

Commercial Pesticide Operator

Pesticide Phone Numbers

- Emergency Services** Dial 911
- National Poison Center** 1 (800) 222-1222
Treatment information for pesticide poisoning.
- DEERS** 1 (800) 452-0311
Emergency information for spills.
- NPIC** 1 (800) 858-7378
General and toxicological information on pesticides.
- ODA Pesticides Division** 1 (503) 986-4635
Information on pesticide regulations.
- Worker Protection** 1 (800) 922-2689
Consultations on WPS or Haz Com. -- Outside Oregon: 1 (503) 378-3272

ODA Pesticide Website -- <http://www.oregon.gov/oda/pest>

- * Regulation updates and notifications
- * Search registered pesticides
- * Licensing requirements
- * Testing locations
- * Look up test scores
- * Search recertification classes
- * Summary of classes attended

GREEN THUMB INDUSTRIES, Inc.

Proposed Fixed Fees and Hourly Rates

Weeding and Mowing

Item	Unit	Fixed Price
Cost for any 5,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 200 ⁰⁰
Cost for any 7,000 sq. ft. lot (mow/weed-eating)	1 LS	\$ 275 ⁰⁰
Cost per square foot for any lot in excess of 7,500 sq. ft. (mow/weed-eating)	1 SF	\$ 350 ⁰⁰

Proposed Hourly Rate: \$ 40⁰⁰

Spraying Services (if applicable)

If the contractor is interested in providing spraying services, the contractor must include proposed pricing for such spraying services:

Item	Unit	Price (per sq. ft.)
Cost for spot spraying 0-200 sq. ft. area	SF	\$ 50 ⁰⁰
Cost for spot spraying 200-1,000 sq. ft. area	SF	\$ 100 ⁰⁰
Cost for spot spraying 1,000 sq. ft. + area	SF	\$ 150 ⁰⁰

Proposed Hourly Rate: \$ 40⁰⁰

CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016

Agenda Date Requested: April 26, 2016

To: Mayor and City Council

From: Gus Burrell, City Administrator

Subject: Solar Eclipse Event Sponsor – Airport Sublease Agreement & Special Event Agreement Draft Terms

TYPE OF ACTION REQUESTED: Formal Action/Motion – The Council approve the draft terms for the Airport property sublease and Special Event Agreement with Jefferson County Tourism Group for the August 2017 Solar Eclipse Event.

DESCRIPTION AND STAFF ANALYSIS:

On March 8, 2016, Council discussed the possibility of a special procurement for an event planner. Discussion at that time was to go back to the only proposer of services, Jefferson County Tourism Group (JCTG), and clarify scope of work and what is included in the proposed fee structure. In follow-up discussions from that time, JCTG communicated that they were no longer interested in providing event planner services, but rather was interested in sub-leasing City of Madras airport property and entering into agreement to sponsor a special event the weekend leading into and day of the August 2017 Solar Eclipse Event.

The area of interest to sponsor an entertainment forum is currently under lease by Deschutes Basin Farms LLC. Lessee has expressed interest to sublease to JCTG if approved by the City. This will require a sublease agreement to permit a large gathering (10,000 to 50,000 or more visitors) onto City property. In addition to the leased ground, JCTG is interested in utilizing additional City airport property for parking and staging that is also used by the Airshow event. The City is interested in JCTG organizing and managing additional parking and overnight camping on selected airport properties to make sure sufficient space is provided for the event that provides a designated area for parking for those staying overnight (dry camping) or driving to the area for a reserved parking/viewing area for the solar eclipse event.

The sublease and special event agreement seek to permit JCTG to sponsor a large event where music, food, and spirits will be provided by JCTG and its vendors. The event and activities will be under the control and responsibility of JCTG. Indemnification and insurance will be standard requirements. The items to resolve are to clarify a fee structure for subleasing and permitting. There are multiple possibilities:

1. A standard percentage of ticket sales (i.e. 10% of ticket sales)

2. A base fee and % of ticket sales above a certain threshold (i.e. \$20,000 base fee plus a % fee of ticket sales above a set amount of sales)
3. A flat fee agreed upon by both parties up front
4. Other?

If the City was to agree to receive \$1 per ticket sold to the parking/camping/event sales, it could raise approximately anywhere from \$5,000 to \$25,000 (possibly more) in sales revenue depending on the number of tickets sold. If \$2 per ticket, then double those amounts. Discussions around ticket sale amounts early on were in the neighborhood of \$20 per car parking pass and \$75 to \$80 per RV/camping pass. Depending on the ticket sales and percentage share agreed to, a percentage basis on ticket sales could earn a higher revenue return to the City who is the land owner for the event.

There will be impacts to the City's systems (i.e. transportation, police, RV dumping, parks, restrooms, etc.). Staff encourages Council to discuss thoughts on what is fair to the City and to JCTG. JCTG will be invited to the meeting to answer questions and provide their thoughts on the sublease and special event agreement.

The City is in need of additional resources to organize, market, and manage a place to park and/or camp for the event as the hotels and RV parks in Jefferson County cannot accommodate such a large event of visitors to the area. Partnering with JCTG appears to be a reasonable method of enrolling a local firm to organize, market, and manage a public site for accommodations to this major tourism event.

SUMMARY:

- A. **Fiscal Impact:** To be determined. There are legal fees required to draft the sublease and special event agreements; there will also be indirect impacts to hosting such a large event including potential liability and City facility impacts (i.e. police, transportation, parks, etc.)
- B. **Recognition of Collateral Material and Technical Report:** See attached email correspondence from Jefferson County Tourism Group; Airport Property Sublease Area – Field 21 – 88 acres; parking/staging area exhibits on airport property

RECOMMENDATION: Formal Action/Motion – The Council approve the draft terms for the Airport property sublease and Special Event Agreement with Jefferson County Tourism Group for the August 2017 Solar Eclipse Event.

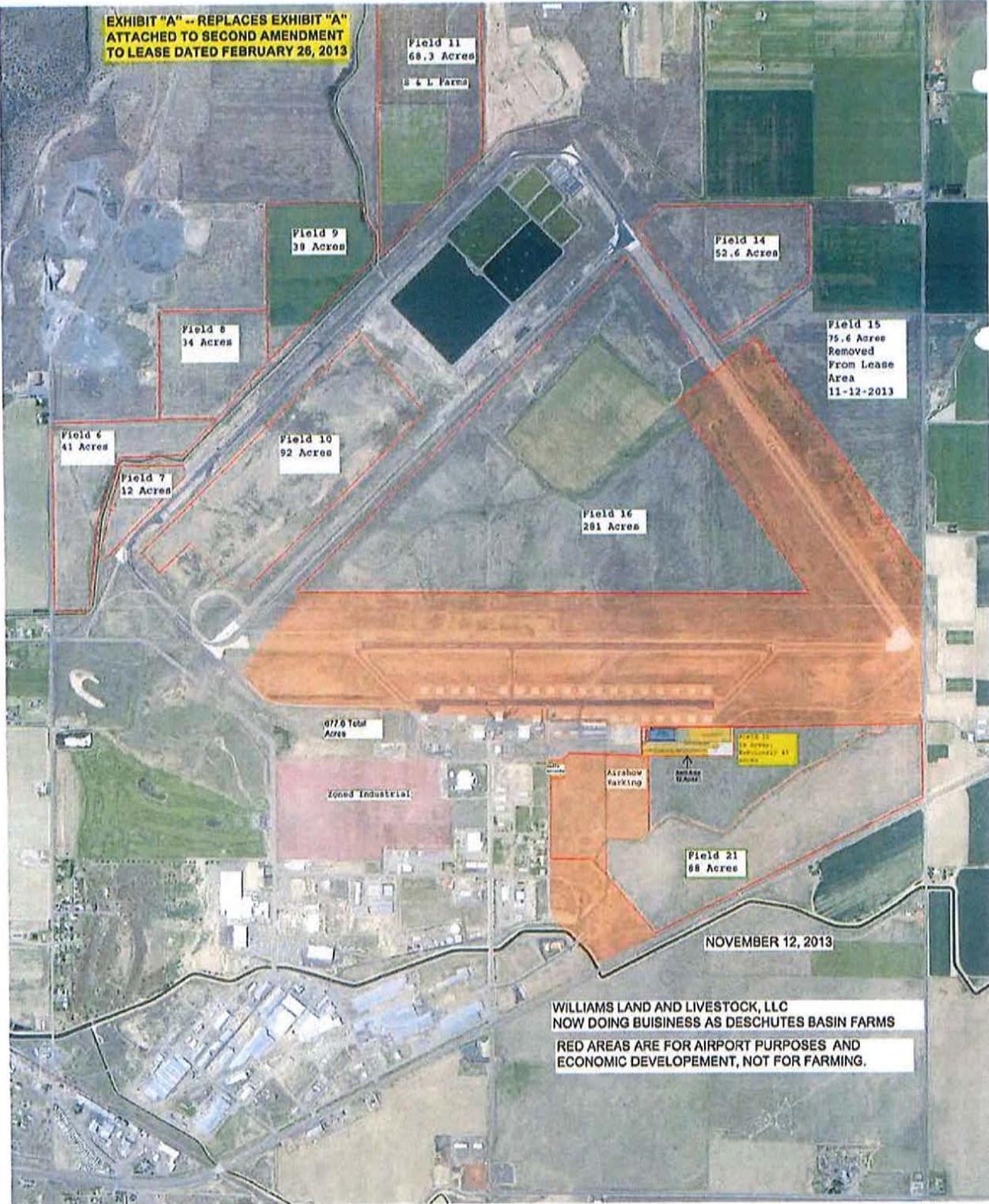
Potential actions by the City Council:

1. Approve use of airport property for the Solar Eclipse Event and agree to a sublease and special events agreement with Jefferson County Tourism Group with a fee structure comprised of a standard percentage of ticket sales (i.e. % of gross ticket sales).

2. Approve use of airport property for the Solar Eclipse Event and agree to a sublease and special events agreement with Jefferson County Tourism Group with fee structure comprised of a base fee and % of ticket sales above a certain threshold (i.e. \$20,000 base fee plus a % fee of gross ticket sales above a set amount of sales)

3. Approve use of airport property for the Solar Eclipse Event and agree to a sublease and special events agreement with Jefferson County Tourism Group with a fee structure comprised of a flat fee agreed upon by both parties up front (i.e. \$30,000).

**EXHIBIT "A" -- REPLACES EXHIBIT "A"
ATTACHED TO SECOND AMENDMENT
TO LEASE DATED FEBRUARY 26, 2013**





Solar Eclipse Parking - Berg Drive

600' by 1400'. 2300 parking spots.

Berg Drive

Oregon Embroiders

NW Warm St

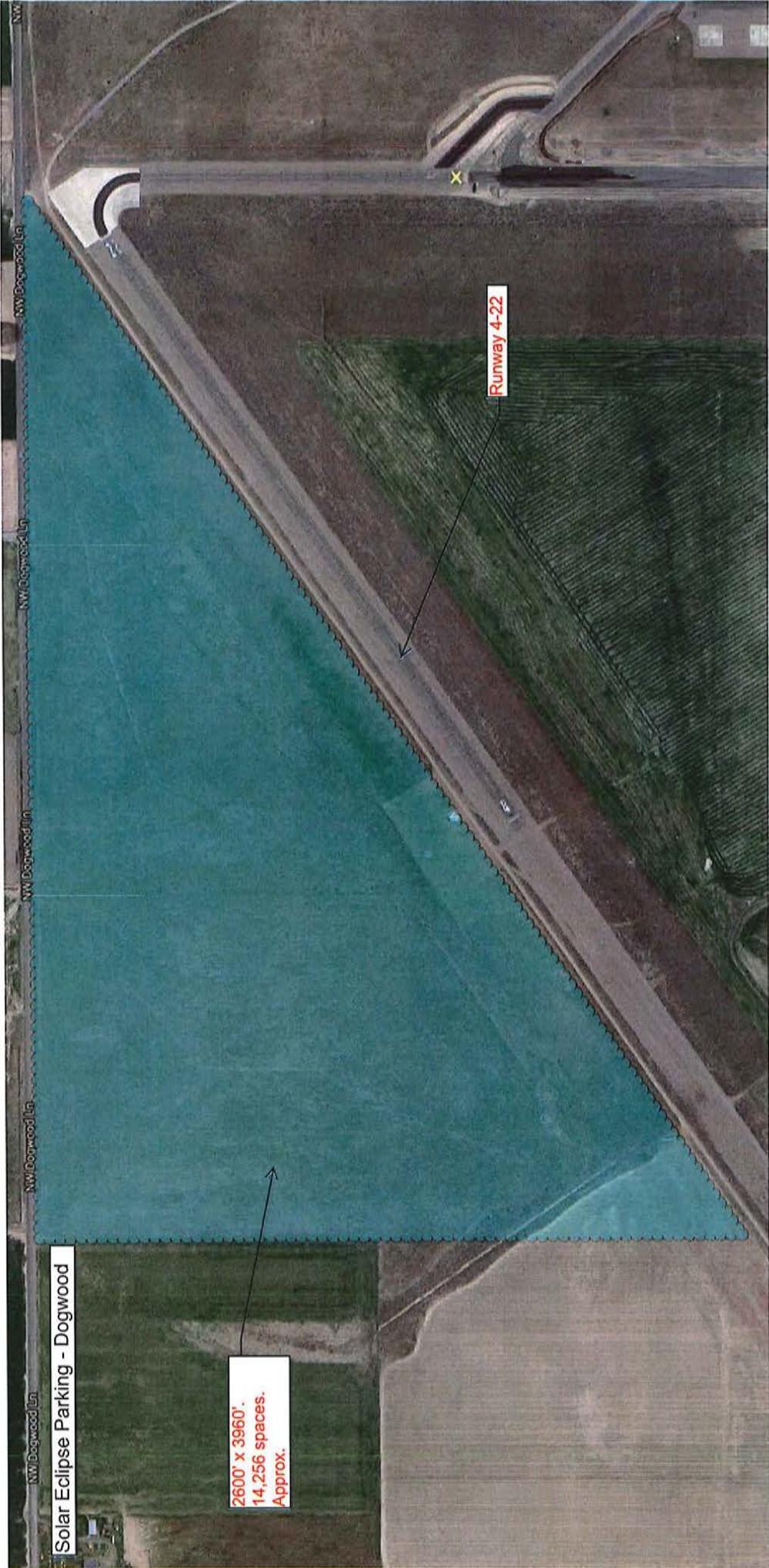
NW Jensen St

NW Robins St

NW Lindberg St

NW Fresh St

Berg Drive



Solar Eclipse Parking - Dogwood

2600' x 3960'.
14,256 spaces.
Approx.

Runway 4-22

Solar Eclipse Parking
- Demers and Adler

724' wide by 736'
tall. 1464 spaces
available.

Sheriff

1,000' wide x 1,436' tall.
3800 spaces available at 12 x
20 space with 20' drive isle.

272' wide x 736'
tall. 496 spaces
available

COSI



Karen Coleman

From: JR [jr@theidzone.com]
Sent: Monday, March 28, 2016 11:48 AM
To: Gus Burrell
Cc: 'Kelly'; 'Sandy Forman'
Subject: JCTG Solar Fest plan

After much consideration and conversation with several potential investors and partners we have decided to stream line the proposal so that the city of Madras is protected from any possible risks in the plan.

Jefferson County Tourism Group will hold a festival during the week of August 17-22 2017 to accommodate the masses of people estimated to be here for the Total Solar Eclipse. JCTG has started the process of marketing the festival, named Oregon Solar Fest, and is in the process of completing a website that will explain all that is going on in Madras. JCTG will have the ability to sell tickets online for the festival, parking, and other events we will be managing.

The scope of the event has grown over the last few months as we originally had planned to have the event at the Jefferson County Fairgrounds but it appears as though that might not be large enough to handle all the people that could make their way to Madras that week. The adjusted plan is to work with Greg Williams and the city of Madras to hold the festival on the 160+ acres just east of the Madras airport. We feel that this would allow more than enough room to expand no matter what the influx of people could be. In addition to that property, the city has identified three additional lots adjoining the airport that could be used for parking. JCTG feels that having this main event at the airport would be less of a logistical nightmare for emergency services than trying to hold several events all over the town of Madras. Traffic could be better managed north of town than it could be in town.

JCTG had originally proposed to help the city of Madras manage the city owned properties, but we feel it would be much cleaner and less cumbersome to just lease the city properties and not encumber the city with the risks involved in event unknowns. Although the city will not be a financial partner in the festival, we would like to have their involvement and input as to what the city would like to see. JCTG has developed an organizational chart made up of key people in the community to help develop key plans in handling a large number of people in town at one time. JCTG plans to work directly with representatives in the city, county, state, including ODOT, and emergency services to ensure the event will go smoothly. JCTG will offer itself as the main point of contact as well as acting as the public affairs office for the festivities that will be planned for the 2017 Solar Eclipse.

As proposed at our Monday, March 21 meeting JCTG plans to attend the next City Council meeting in April. That way we are there to answer any questions asked from city council and in hopes of moving this forward. Please put us on the agenda and let us know when that is. Thank you for your time and all the help in making this project move forward, not just for us but the entire community. We look forward to working with and we look forward to a successful Solar Fest.

JR Brooks

CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016
Agenda Date Requested: April 26, 2016
To: Mayor and City Council
From: Gus Burrell, City Administrator
Subject: Adoption of the Annual Strategic Implementation Plan for Fiscal Year 2016-17

TYPE OF ACTION REQUESTED: Formal Motion/Action for Plan Adoption

STAFF ANALYSIS AND DESCRIPTION:

Per the City Council's Governance policy:

By the first regularly scheduled February Council meeting of each year, the City Administrator shall submit the draft Annual Strategic Implementation Plan (plan) for the coming fiscal year to the Council. In March, the Council shall present any recommendations to the City Administrator. The Council will adopt the plan by May 1st.

The attached report has been prepared for City Council's review and adoption. Staff requested Council feedback on any edits necessary to the plan. The objectives indicated in "red" are those that have been proposed for addition to the plan by staff since the draft was provided to council during the March council meeting. The proposed budget incorporates these objectives for the FY 2016-17 year as well. Per the City's Governance Policy, this plan is to be adopted by the last meeting in April for the Fiscal Year 2016-17 as the City's Annual Strategic Implementation Plan.

SUMMARY:

- A. **Fiscal Impact:** To be determined.
- B. **Recognition of Collateral Material and Technical Report:** See attached written plan.

RECOMMENDATION: Formal Action Motion – The City Council hereby adopts the attached *Annual Strategic Implementation Plan for Fiscal Year 2016-17* as prepared or with amendments as requested by City Council as part of the review and meeting discussion.



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 1.1 Develop & Implement Airport Noise Regulatory Protections in the City & County Ord.

City Department: Community Development

Potential Budget/Funding Source(s): No funding required. Project funded during FY 2015-16.

Project Description:

Develop and implement regulations that will protect the Airport from complaints about noise emanating from aircraft using Madras Airport to ensure the Airport will be able to continue to be used as planned in the future.

Related Council Goal(s):

- | | |
|---|---|
| <input checked="" type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Hire consultant to prepare regulations, conduct public engagement (property owners, stakeholders, appointed & elected officials), facilitate public meetings and/or hearings for the adoption of the regulations.

Relevant Partners:

Anticipated start date: 03/01/2016

Anticipated completion date: 12/31/2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.1 Research and strategize revisions to Water and Wastewater Ordinances

City Department: Finance and Public Works

Potential Budget/Funding Source(s): \$4,000 legal fees, \$250 Focus Group costs, ISF- Central Services Fund

Project Description:

Ordinance 505. Regarding Wastewater was adopted October 22, 1991, and Ordinance 484. Regarding Water Services was adopted March 26, 1991. A lot has changed in the past 25 years and it's time to update the ordinances to become more in line with industry standards and best practices.

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Finance Director will lead the efforts in planning and coordinating focus groups to get community involvement in the proposed ordinance updates.

Relevant Partners:

Public Works staff, City Council, Local Property Management Firms, Tenant and Owner focus groups

Anticipated start date: 8 / 1 / 2016

Anticipated completion date: 3 / 1 / 2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 3, 2016

Objective Title: #2.2 Review and consider implementation of Transportation Task Force Recommendations

City Department: City Administrator and Public Works Director

Potential Budget/Funding Source(s): Transportation Operations Fund - \$325,000 to \$750,000 in new funding

Project Description:

In December 2014, the City contracted with FCS GROUP to evaluate funding needs and new options for cost recovery related to the City's transportation system needs. The Citizen Advisory Committee provided an avenue to affect the design of City policies for increasing transportation funding with a formal report and recommendation made to to stop deterioration of paved roads and to start paving gravel ones.

Related Council Goal(s):

- | | |
|---|--|
| <input checked="" type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible
Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input checked="" type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Assist the City Council to choose on creating an action plan for the significant transportation funding shortfall (\$325,000 minimum to stop deterioration of roads in short term, \$600,000 per year long term.)

Relevant Partners:

Anticipated start date: 09/01/16

Anticipated completion date: 06/30/17

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.3 Secure Woodworth Farm Water Rights

City Department: Public Works

Potential Budget/Funding Source(s): Estimate \$9,000 to secure rights. Wastewater Operations Fund

Project Description:

North Unit Irrigation District which operates under Bureau of Reclamation suggests that property owners buy out the federal water rights which allow for less reporting and more flexibility in transferring rights back and forth. The City has done this with all of it's previous rights.

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Purchase rights by the end of September 2016

Relevant Partners:

North Unit Irrigation District

Anticipated start date: 7/01/16

Anticipated completion date: 9/30/16

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.4 Transition to a Biennial Budget Process for City and MRC

City Department: Finance

Potential Budget/Funding Source(s): \$500 Public Notice Fees, ISF- Central Services Fund

Project Description:

To transition to a biennial budget process it has to occur on a year that coincide with the State of Oregon biennial cycle, which next period if 2017-2019. This next year will be the year to transition, otherwise if not completed would have to wait until 2019-2021 cycle.

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Finance Director will lead the efforts in planning and coordinating the new biennial budget process.

Relevant Partners:

All City departments, City Council, and Department of Revenue Budget division

Anticipated start date: 1/1/2016

Anticipated completion date: 6/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.5 Clean Audit Opinion

City Department: Finance

Potential Budget/Funding Source(s): \$34,000 Audit Fees, ISF- Central Services Fund

Project Description:

Annual goal is to always strive for a clean audit opinion. This is a team effort amongst City departments to accomplish, however finance will lead the efforts and potentially implement revised policies and procedures if there are changes that need made to ensure we are protecting City assets.

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Finance Director will lead the efforts in planning and coordinating of audit files and fieldwork.

Relevant Partners:

All City departments, including airport.

Anticipated start date: 7 / 1 / 2016

Anticipated completion date: 12 / 13 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.6 Finance Accounting Software Upgrade - Caselle Connect

City Department: Finance

Potential Budget/Funding Source(s): \$7,500 IT Costs- programmed, ISF- Central Services Fund

Project Description:

Caselle is mandating an upgrade to Caselle "Connect" to cover support of their accounting software. We are currently using Caselle "Clarity" and after 7/1/2016 the clarity version will no longer be supported. We are required to update to ensure software assurance is maintained.

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Finance Director will lead the efforts in planning and coordinating the new accounting software upgrade.

Relevant Partners:

All Finance staff (potentially Jefferson County as well due to their upgrade in FY15-16)

Anticipated start date: 7/1/2016

Anticipated completion date: 10/30/2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 2.7 Information Technology Upgrades

City Department: Administration, Community Development, Police, Public Works

Potential Budget/Funding Source(s): Administration, Community Development, Police, Public Works (\$32,708)

Project Description:

The City's server needs to be replaced as identified by the City's IT contractor, Covenant Technology Solutions at a cost of \$24,000. Additionally, the City's IT contractor is recommending that most of the City's computers be upgraded to Microsoft Office 2013 (\$5,592).

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Facilitate the timely purchase and installation of a new server and Microsoft Office 2013 licenses by the City's Information Technology contractor, Covenant Technology Solutions.

Relevant Partners:

City Administrator, Department Directors, Covenant Technology Solutions.

Anticipated start date: 07 / 01 / 2016

Anticipated completion date: 06 / 30 / 2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: April 19, 2016

Objective Title: 2.8 Research & identify the City's records preservation and retention plan

City Department: Central Services

Potential Budget/Funding Source(s): Central Services ISF Fund

Project Description:

Create a summary report to council that provides the following: 1) what is the City's current practice; 2) what are the statutory laws and rules governing retention schedule and format of archiving; and 3) what are other jurisdictions/technologies gravitating to for meeting or exceeding the rules governing retention and associated costs to go above and beyond the minimum (i.e. ease of access, physical space consideration).

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input checked="" type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Summary report with research findings, recommendations and feasibility considerations

Relevant Partners:

City Administrator's Office, State Archivist Office, area jurisdictions

Anticipated start date: 11 / 01 / 2016

Anticipated completion date: 06 / 30 / 2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 3.1 Resource Sidewalk Grant Program Phase II

City Department: Public Works

Potential Budget/Funding Source(s): Transportation Operations Fund and Madras Redevelopment Comm.

Project Description:

To construct a second round of sidewalk replacement in the downtown when damaged by a street tree.

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Bids from Contractors in July/August.
2. Contract Award in August.
3. Project Completion in October

Relevant Partners:

Contractors

Anticipated start date: 7 / 1 / 2016

Anticipated completion date: 10 / 31 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 3.2 Prep. rec. marijuana zoning & TPM regulation (if community vote allows rec sales)

City Department: Community Development

Potential Budget/Funding Source(s): Community Development (\$4,000)

Project Description:

Pending the outcome of November 2016 Election, implement Recreational Marijuana Zoning and Time, Place, and Manner regulations.

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Facilitate the development, review, and approval of the necessary Zoning and Time, Place, and Manner regulations for Recreational Marijuana.

Relevant Partners:

City Council, City Administrator, City Attorney, community members

Anticipated start date: 04/01/2016

Anticipated completion date: 11/30/2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: April 19, 2016

Objective Title: 3.3 Update the City's Americans with Disabilities Act (ADA) Transition Plan

City Department: Public Works Department

Potential Budget/Funding Source(s): Public Works ISF Fund; seeking grant funding opportunities; cost TBD

Project Description:

The City's ADA Transition Plan was completed in 1994. It provides information on public right-of-way improvements and whether or not current public infrastructure meets ADA compliance. This document is commonly referenced when the City applies for funding for bike and ped public improvement projects. This objective would consider feasibility for having the plan updated, depending on the cost & funding source(s).

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Feasibility findings for plan update, associated costs and potential funding source(s)

Relevant Partners:

Public Works staff, possible funding partners TBD

Anticipated start date: 11/01/2016

Anticipated completion date: 06/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 4.1 Police Chief inter-agency relation focus

City Department: Madras PD

Potential Budget/Funding Source(s): MPD personnel services

Project Description:

Monthly meeting with COLES (Central Oregon Law Enforcement Services)
Quarterly Meeting with Jefferson County Law Enforcement

Related Council Goal(s):

- | | |
|--|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible
Use of City Resources Environment | <input checked="" type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input checked="" type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Relevant Partners:

Central Oregon Law Enforcement Agencies

Anticipated start date: 07/01/2016

Anticipated completion date: 06/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 4.2 Solar Eclipse Planning and Preparing with Community Members

City Department: All Departments - Central Services, CDD, PD, PW, Finance

Potential Budget/Funding Source(s): Tourism/Economic Development Fund; Estimated Cost TBD

Project Description:

The Solar Eclipse will take place on Monday, August 21, 2017 in Madras at approximately 10:19 a.m. The City is anticipating an influx of 20,000 visitors to the area for day, and an additional 20,000 visitors who will stay several nights in Jefferson County. This objective includes the first of two fiscal year impacted financially for hiring an event coordinator to handle all event logistics, ticket sales, parking, volunteers, etc.

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input checked="" type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

- Facilitate action committee meetings;
- Provide limited (specific) staffing assistance to event coordinator;

Relevant Partners:

Jefferson County & Fairgrounds; Chamber of Commerce; ODOT; 509J School District

Anticipated start date: 11 / 01 / 2015

Anticipated completion date: 08 / 21 / 2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 5.1 Employee Training - Advanced Roadside Impaired Driving Enforcement (ARIDE)

City Department: Madras PD

Potential Budget/Funding Source(s): Materials and Services Training- Approximately \$1,000.00

Project Description:

Advanced Roadside Impaired Driving Enforcement (ARIDE) for all patrol staff. This will be enhanced training for Patrol Officers to better equip them in for drug impaired drivers

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input checked="" type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input checked="" type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input checked="" type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Relevant Partners:

DPSST

Anticipated start date: 07 / 01 / 2016

Anticipated completion date: 06 / 30 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 5.2 Convert Agency Safety Data Sheets (SDS) to Electronic Format

City Department: HR Office and Public Works

Potential Budget/Funding Source(s): Project cost inclusive of existing IT service agreement

Project Description:

OSHA requires that all SDS sheets are kept at each PW facility and accessible for each employee within a five minute response time (they provide pertinent first aid information for each chemical used in the department). Technology has enabled staff to provide easier access and quicker response time to these sheets if they were made available electronically via a shared drive on the City's existing server.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input checked="" type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

- HR will convert agency SDS sheets to electronic format
- HR will work with PW Department to educate on accessing and utilizing SDS sheets via electronic format

Relevant Partners:

Public Works Director, Parks Supervisor, Street Supervisor, Utilities Supervisor; Covenant Technology IT

Anticipated start date: 09/01/2016

Anticipated completion date: 06/01/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 5.3 Research and Implement Electronic Recordkeeping of Agency Personnel Filing

City Department: HR Office

Potential Budget/Funding Source(s): Central Services Fund; Cost TBD

Project Description:

All agency personnel files are kept hard copy, in the HR Office. The need to organize and store these files in a more efficient manner has become a much higher priority in the last 24 months. This objective explores electronic format options, the legal requirements for electronic storage of these files, and the implementation process, if determined feasible this fiscal year.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input checked="" type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

- HR will research various electronic format options and legal requirements for format change
- HR will produce findings to City Administrator to determine feasibility for implementation consideration

Relevant Partners:

City Administrator, Covenant Technology Solutions, City's Legal Counsel, City Recorder

Anticipated start date: 12/01/16

Anticipated completion date: 06/01/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 5.4 Develop an Agency Workforce Diversity and Inclusion Policy

City Department: HR Office with policy review aid from CS, PW, CDD, PD, Finance

Potential Budget/Funding Source(s): Central Services Fund; Cost TBD

Project Description:

This project will review the City's recruitment and hiring policy/practices, identify possible gaps that may be creating challenges for people of various cultural and diverse backgrounds from applying for employment. I will conduct an analysis to see what other agencies around the state are doing to close this gap and encourage workplace diversity, and create a policy that meets the needs of our agency.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input checked="" type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

- HR to research, data collection & analysis; draft policy and finalize with City Administrator
- HR to finalize policy and present findings to City Council

Relevant Partners:

City Administrator, Let's Talk Diversity Coalition, PSU EMPA Professors/Advisors, Others TBD

Anticipated start date: 07/01/2016

Anticipated completion date: 06/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 6.1 Update/complete adoption policy and procedures manual (LEXIPOL)

City Department: Madras PD

Potential Budget/Funding Source(s): Materials and Services MPD \$1,950.00

Project Description:

Update and complete adoption of policy and procedures manual for MPD (LEXIPOL)

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input checked="" type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input checked="" type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Relevant Partners:

LEXIPOL

Anticipated start date: 07 / 01 / 2016

Anticipated completion date: __ / __ / __

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.1 Complete Transportation System Plan Update

City Department: Community Development

Potential Budget/Funding Source(s): Community Development (Personnel & Materials and Services).

Project Description:

Finalize the Transportation System Plan and assist with the required public hearings to adopt the Plan.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Collaborate with consultant to finalize Plan, prepare necessary documents and notices for public hearings, coordinate adoption with DLCD.

Relevant Partners:

ODOT, Kittelson & Associates, Jefferson County

Anticipated start date: 01/01/2016

Anticipated completion date: 04/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.2 Seek Funding for the Bel Air - Herzberg Heights Sewer Project

City Department: Public Works

Potential Budget/Funding Source(s): \$1,050,000 CWSRF/Wastewater Ops/Wastewater SDC/Jeffco

Project Description:

To install sanitary sewer main through the Bel Air and Herzberg Heights Subdivision. Jefferson County allocated \$121,500 for the City to take over jurisdiction of the roads. Staff intends to seek funding to obtain enough to install sewer throughout the subdivision and overlay the streets

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Apply for funding through grant resources as they become available. No specific deliverable this year.

Relevant Partners:

Department of Environmental Quality, Jefferson County.

Anticipated start date: 7/1/2016

Anticipated completion date: 6/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.3 Design replacement of the irrigation system for Desert Peaks Golf Course

City Department: Public Works

Potential Budget/Funding Source(s): Wastewater Operations - \$10,000

Project Description:

To design the irrigation replacement system for the golf course. This will give us an estimate to begin saving funds for construction in a few years.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Contract award to Irrigation Designer in July. 2. Irrigation design completed by October of 2016.

Relevant Partners:

N/A

Anticipated start date: 7 / 1 / 2016

Anticipated completion date: 10 / 31 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.4 Pave 7th Street from "A" Street South to tie in

City Department: Public Works

Potential Budget/Funding Source(s): Transportation Operations Fund \$12,000

Project Description:

Remove pavement and place the City's standard section of 4" of AC and 8" of Agg Base rock in the south travel lane of 7th Street from A Street south to the tie in.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Advertise for construction in June of 2016. 2. Contract award in July of 2016. 3. Construction completed by October of 2016.

Relevant Partners:

N/A

Anticipated start date: 6 / 1 / 2016

Anticipated completion date: 10 / 1 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.5 Construct Bard Lane Phase II

City Department: Public Works

Potential Budget/Funding Source(s): ODOT \$264,000

Project Description:

Widen Bard Lane from Hatfield to Adams to Minor Collector Standards to include pavement, curb and gutter, sidewalk and lighting. Also requires acquisition of ROW.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Design complete by April of 2016. 2. Construction contract award by July 1, 2016. 3. Construction completion by November 1, 2016

Relevant Partners:

ODOT, North Unit Irrigation District, Scott Teeny

Anticipated start date: 2 / 15 / 2016

Anticipated completion date: 11 / 1 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.6 Installation of Speed Radar Sign on Hwy 97 South of Town

City Department: Public Works

Potential Budget/Funding Source(s): Transportation Operations Fund \$7,500

Project Description:

Install one speed radar sign near the south end of town to help reduce speeds as they approach town. Location to be determined collaboratively with ODOT and City.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Have ODOT install Speed Radar Sign by October 31, 2016

Relevant Partners:

ODOT, Public Works and Parks Committee

Anticipated start date: 7 / 1 / 2016

Anticipated completion date: 10 / 31 / 2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.7 Improve Illumination at Intersection of Hwy 97 and Hall Road

City Department: Public Works

Potential Budget/Funding Source(s): Transportation Operations Fund - \$5,500

Project Description:

Install a cobra head street light at the corner of Hall Road and 97.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Install cobrahead light at Hwy 97 and Hall Road

Relevant Partners:

PacifiCorp

Anticipated start date: 7/1/2016

Anticipated completion date: 9/30/2016

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.8 Remodel Sahalee Park Restroom

City Department: Public Works

Potential Budget/Funding Source(s): Parks Fund - \$26,000

Project Description:

Remodel of the interior of the Sahalee Park restroom to include new partitions, toilets, sinks, mirrors, etc.

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Advertise for Construction March 2017. 2. Award Construction Contract April of 2017. 3. Complete Project by June 30, 2017

Relevant Partners:

N/A

Anticipated start date: 3 / 1 / 2017

Anticipated completion date: 6 / 30 / 2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 7.9 Phase I of the SCADA Upgrade at the South Waste Water Treatment Plant

City Department: Public Works

Potential Budget/Funding Source(s): Wastewater Operations Fund - Phase I - \$85,000

Project Description:

The SCADA (Supervisory Control and Data Acquisition) System which monitors and controls the Wastewater plant is in need of an upgrade. The total cost to upgrade is estimated at \$220,000. This will be split over two fiscal years (\$85k 16-17, \$135k 17-18).

Related Council Goal(s):

- | | |
|---|--|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input checked="" type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

1. Advertise for SCADA upgrade services Sept 2016. 2. Award Contract in October 2016. 3. Complete phase I of the upgrade by March of 2017

Relevant Partners:

N/A

Anticipated start date: 9/1/2016

Anticipated completion date: 3/30/2017

Status Update:



ANNUAL STRATEGIC PLAN – OBJECTIVE EXECUTIVE SUMMARY

Date: February 1, 2016

Objective Title: 8.1 Develop Industrial Development Permit Guide

City Department: Community Development

Potential Budget/Funding Source(s): Community Development

Project Description:

Prepare a detailed guide to assist property owners, developers, & economic development professionals with the City's permitting process related to industrial development.

Related Council Goal(s):

- | | |
|---|---|
| <input type="checkbox"/> No. 1 Strategic Economic Development | <input type="checkbox"/> No. 5 Employee Development and a Supportive Work |
| <input type="checkbox"/> No. 2 Financial Sustainability and Responsible Use of City Resources Environment | <input type="checkbox"/> No. 6 Responsive and Effective Leadership |
| <input type="checkbox"/> No. 3 A Safe, Healthy and Environmentally Responsible Community | <input type="checkbox"/> No. 7 An Infrastructure that Prepares for Tomorrow |
| <input type="checkbox"/> No. 4 Effective Relationship with Local, State, and Federal Partners | <input checked="" type="checkbox"/> No. 8 Customer Satisfaction |

Director's Role/Deliverables:

Develop guide with input from Public Works, Jefferson County CDD, Economic Development, & stakeholders.

Relevant Partners:

City Public Works Director, Building Official, County Sanitarian, Jefferson County Economic Development Mg

Anticipated start date: 04 / 01 / 2016

Anticipated completion date: 06 / 30 / 2017

Status Update:

**CITY OF MADRAS
Request for Council Action**

Date Submitted: April 19, 2016
Agenda Date Requested: April 26, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **City of Madras Sign Ordinance Text Amendments (File: TA-15-4).**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | | |

OVERVIEW:

The Community Development Department has initiated amendments to the City of Madras Sign Ordinance (No. 697) to address housekeeping and legal issues. On October 8, 2015 the Planning Commission held a work session at which time the Community Development Director and the City Attorney (Garrett Chrostek) presented the draft amendments to the Sign Ordinance. The first public hearing was held on January 14, 2016 by the Planning Commission at which time the Community Development Director presented the draft text amendments to the Sign Ordinance and the Planning Commission approved the text amendments. Staff is forwarding the proposed text amendments that were approved by the Planning Commission to the City Council for review and approval. At the April 26, 2016 City Council meeting, the Council will hold a legislative public hearing to review, discuss, and if the Council finds it appropriate, take formal action to approve the proposed text amendments to Ordinance No. 697.

DISCUSSION:

In Table 1 below is high-level summary of the proposed amendments to the existing City of Madras Sign Ordinance No. 697. The specific changes are identified in Attachments A and C. The clean version (i.e. without noted removed or added text) is in Attachment B.

In general, the Community Development Director did not initiate amendments to the Sign Ordinance to make significant policy changes to existing sign regulations. Rather, amendments are proposed:

1. To clarify existing regulations in a manner that is consistent with current staff interpretations and practices when administering the ordinance.
2. To the extent possible and practical, revised the ordinance to respond to the recent U.S. Supreme Court case decision on the Reed et al. v. Town of Gilbert, Arizona, et al. case.

Table 1. Summary of Proposed Text Amendments.

Section Amended	Overview of Amendments
Section 1.3—Definitions	Added, removed, or amended definitions as necessary to properly implement the proposed changes to the ordinance.
Section 2.4—Signs in Residential Zones	Revised to clarify allowed signage for multi-family developments.
Section 2.5—Non-Residential Signs	The standards for signs are not proposed to be changed. Revisions are limited to clarifications to ease the administration of this Section of the ordinance.
Article 3—Temporary Signs	This Section was significantly modified to reflect recent case law*. The Sections of the existing ordinance related to real estate, political, portable, construction, and garage and yard sale signs have been removed and are instead addressed in the proposed amendments to Article 3.
Section 5.4—Permit Time Restrictions	New authority provided to the Community Development Director to authorize a single extension to a sign permit approval for up to an additional 3 months under certain circumstances.
Section 6.1—Existing Sign Alteration or Replacement	Revisions do not reflect significant policy changes related to non-conforming signs and pole signs in the C-2 Zoning district. Revised to clearly identify when a non-conforming may be altered or replaced.
Section 6.5—Enforcement; Penalties	Revised to deem violations of the ordinance to be a violation of the City’s Nuisance and Abatement Ordinance (No. 875).
Article 7—Variance	Revisions made to reflect recent changes to the City’s Zoning Ordinance which allow Major & Minor Variances. Revisions clarify the process and standards by which Variances to the Sign Ordinance are granted.

*Reed et al. v. Town of Gilbert, Arizona, et al.

Staff notes that the Planning Commission’s October 8, 2015 Work Session and January 14, 2016 Public Hearing was open to the public however, no written or verbal comments from the public were provided to the Planning Commission at either meeting. Staff also finds that the commercial business interests have been generally represented through Planning Commissioner Joe Krenowicz who serves as the Executive Director for the Jefferson County-Madras Chamber of Commerce. Staff has revised the proposed Sign Ordinance text amendments to reflect the requested changes by the Planning Commission.

OPTIONS FOR COUNCIL ACTION:

The City Council may take formal action to do any one of the following:

1. Close the Public Hearing and approve the proposed amendments as presented
2. Close the Public Hearing and approve the proposed amendments with specific changes
3. Take no action and continue the Public Hearing to a specific date, time, and location
4. Close the Public Hearing and deny the proposed amendments as presented

SUMMARY:

A. Fiscal Impact:

There no cost for the City Council to approve, or approve with modifications, the proposed amendments to Sign Ordinance (No. 697).

B. Funding Source:

N/A.

C. Explanation of Impact:

Formal City Council to approve the proposed Sign Ordinance text amendments will cause staff to prepare an adopting ordinance for the Council to consider at a future City Council meeting.

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

Discussion: The need to amend the Sign Ordinance is not an objective in the FY 2015-16 Annual Strategic Implementation Plan.

E. Supporting Documentation:

Attachment A: Table of Proposed Amendments

Attachment B: Clean Version of Proposed Sign Ordinance Text Amendments

Attachment C: Mark-Up Version of Proposed Sign Ordinance Text Amendments

STAFF RECOMMENDATION:

That the close the public hearing and take formal action to approve the proposed text amendments to the City of Madras Sign Ordinance No. 697.

MOTION:

I move that the City Council approve the proposed text amendments to the City of Madras Sign Ordinance and direct staff to prepare the necessary adopting ordinance for consideration at a future Council meeting.

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
Typographical & Spelling	Through out Ord.		Fix typographical & spelling errors.	Fixes typographical & spelling errors.
Change Section reference	Through out Ord.		Correct/Renumber the stated Section in the Ordinance.	Changes Section references stated in the Ordinance to the correct or renumbered Section. This is needed as new Sections are proposed to be added or removed to the Ordinance.
Purpose	1.1	p. 1	To clarify how the ordinance protects public health, safety, and welfare	Clarifies purposes of the Ordinance
Interpretation	1.2	p. 2	The interpretation section contains definitions that are better placed in the definition section. To enhance the defensibility of the Ordinance, a paragraph is needed that directs the City to construe the Ordinance in a manner compliant with the law whenever there is doubt.	Moves Section 1.2 into the definition section, combines former section 1.3 with a new paragraph directing that the Ordinance be interpreted to comply with constitutional free speech rights
Area of Sign	Former 1.3	p. 2	The existing definition is more of a regulation and is thus better addressed in later sections. A definition of "sign area" needed to address how sign area is calculated.	Removes definition of "Area of Sign" adds definition of "Sign Area"
"Abandoned sign" definition	1.3 Former 6.3	p. 2	The existing Section 6.3 includes enforcement provisions, which lacked the due process afforded by the procedures set out in the Nuisance and Abatement Ordinance.	Removes Section 6.3 and includes it as a definition and in the list of prohibited signs.
"Alter" definition	1.3	p. 3	This definition doesn't currently exist and is needed for identifying when a permit is required.	Creates definition of "Alter"
"Awning" definition	1.3	p. 3	Recognizes that awning is not necessarily a structure.	Amends definition of "Awning."

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
"Billboard" definition	1.3	p. 3	Definition needs to be updated to be consistent with state administrative rule provisions and to clarify that not all off-premises signs are billboards.	Amends definition of "Billboard"
"Building Official" definition	1.3	p. 3	Definition needed to identify official responsible for certain forms of review.	Adds definition of "Building Official"
"Business" definition	1.3	p. 3	Definition of business needs to recognize that more than one business may be on the same property and include new definition of public body.	Amends definition of "Business"
"Business Complex" definition	1.3	p. 3	Many business complexes are actually located on separate properties. An amendment is needed to recognize this fact.	Revises definition of "Business Complex"
"City Limits" definition	1.3	p. 3	Definition of City Limits is needed to identify scope of the City's jurisdiction.	Adds definition of "City Limits"
"Community Development Director" definition	1.3	p. 4	Definition needed to identify official responsible for certain forms of review.	Adds definition of "Community Development Director"
"Construction sign" definition	1.3	p. 4	Definition of "construction sign" is an impermissible content based regulation.	Removes definition of "Construction Sign"
"Franchise sign" definition	1.3	p. 4	Definition of "franchise sign" is an impermissible content based regulation.	Removes definition of "Franchise Sign"
"Gross Surface Area" definition	1.3	p. 4	This term is not used as frequently as sign area in the body of the ordinance. The definition of "sign area" is added to replace and expand upon this definition.	Removes definition of "Gross Surface Area"
"Kiosk" definition	1.3 Former 2.14	p. 4	The definition of Kiosk is no longer needed as special regulations for Kiosks are also being removed. This was part of a prior program to identify developing neighborhoods. Such Kiosks are contemplated within other sign types.	Removes definition of "Kiosk"

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
"Non-conforming sign" definition	1.3	p. 4	Definition of non-conforming sign needs to be clarified to address the point in time at which the sign became non-conforming	Clarifies definition of "non-conforming" sign.
"Non-Residential Property or Zone" definition	1.3	p. 5	Definition of non-residential properties or zones needed to distinguish these areas from other areas.	Adds definition of "Non-Residential Property or Zone"
"Nuisance and Abatement Ordinance" definition	1.3, 6.3	p. 5	Needed to identify the enforcement mechanism for sign code violations. The City is moving towards using the procedures set out in the abatement ordinance to address all City ordinance violations to create uniformity in enforcing and processing violations and appeals.	Adds definition for "Nuisance and Abatement Ordinance"; Identifies violations of the Sign Ordinance as a nuisance; subjects violations to the enforcement procedures in the Nuisance and Abatement Ordinance
"On-Premises Sign" definition	1.3	p. 5	This definition is not needed as off-premises sign addresses the issue this term seeks to define.	Removes definition of on-premises sign.
"Off-Premises Sign" definition	1.3	p. 5	Needed to clarify definition to draw distinction between Billboards and other off-premises signs. There is also a need to permit signs on a separate property provided that property is adjacent to the business or service that the sign is advertising. Many properties utilize a common area to locate their sign, which would technically be off-premises.	Clarifies definition of off-premises signs
"Off-Premises Sign Structure" definition	1.3	p. 5	This term is not used in the ordinance. However, there needs to be a definition of sign structure, which utilizes this definition, but omits references to off-premises.	
"Portable or temporary sign" definition	1.3	p. 6	This definition should be expanded in light of U.S. Supreme Court case as discussed below.	Removes definition of "portable or temporary sign" and adds definition of "Temporary Sign"

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
"Public Body" definition	1.3	p. 6	Needed to better identify public entities	Adds definition of "Public Body"
"Public Property"	1.3	p. 6	Added to better identify publically owned property	Adds definition of "Public Property"
"Residential Property, or Zone" definition	1.3	p. 6	Needed to clarify the definition of a residential property or zone to cross-reference the City's Comprehensive Plan and Zoning Map	Adds definition of "Residential Area, Property, or Zone"
"Residential Zone" definition	1.3	p. 6	Added to clarify the definition of residential properties or zones.	Adds definition of "Residential Property or Zone"
"Residential Use" definition	1.3	p. 6	Needed to clarify the definition of residential use	Adds definition of "Residential Use"
"Sign Face" definition	1.3	p. 7	Added to assist in determining the area and position of a sign	Adds definition of "Sign Face"
"Sign Height" definition	1.3	p. 7	Needed to assist in determining the height of a sign	Adds definition of "Sign Height"
"Uniform Building Code" definition	1.3	p. 7	The referenced are outdated and a mechanism to automatically update the reference is needed.	Amends definition of "Uniform Building Code"
"Urban Growth Boundary" definition	1.3	p. 7	Definition of "Urban Growth Boundary" is needed for purposes of regulating number of Billboards	Adds definition of "Urban growth boundary"
"Zoning Ordinance" definition	1.3	p. 7	Definition of Zoning Ordinance is needed to allow for cross-references to Zoning Ordinance requirements.	Adds definition of "Zoning Ordinance"
Sign Conformance/ Billboards	2.2	p. 7	The existing provision does not identify all the regulations applicable to signs including the provision of the Ordinance. Clarifies that signs cannot be placed on public property without authorization.	Expands authorities with which signs must conform; Removes references to Billboards, which are addressed in a separate section; requires prior permission to erect signs on public property
Advertisement of Service	Former 2.4	p. 8	This is essentially the definition of Off-Premises Sign and is better addressed in the prohibited sign section.	Removes former Section 2.4 "Advertisement of Service"

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
Portable Signs	Former 2.5	p. 9	Portable signs are now included within the definition of temporary signs and addressed in regulations governing temporary signs	Removes former Section 2.5 "Portable Signs"
Signs in Residential Zones	2.4	p. 9	The existing provisions are unclear in regards to type, number, and area. This needs to be flushed out. Moreover, signs for subdivisions and apartments need to be addressed.	Better states the permitted signage in Residential Zones, particularly for non-residential uses in Residential Zones. Eliminates repetitions in restrictions.
Signs in Non-Residential Zones	2.5	p. 10-11	The existing provisions were unclear with respect to non-residential properties with multiple frontages. They also contained impermissible content based loopholes for "franchise signs". If a franchise obligates the franchisee to put up signage that violates the sign ordinance, such signage is better addressed through the variance process. Some scaling is needed for business complexes as 10 acre business complexes should not be limited to the same signage limitations as a .1 acre lot. There needs to be a change in the unit of measure from business to building for attached signs as multiple businesses may be in the same building, which makes the existing provision difficult to administer.	Changes authority for review of signs in non-residential zones to the Community Development Director and clarifies signage requirements for properties with multiple frontages.
Real Estate Signs	Former Section 2.8	p. 11-12	Should be removed because it is a content based restriction. Such signs are now treated similarly to all other temporary signs.	Removes special regulations for real estate signs.
Projecting Signs	Section 2.6	p. 12	Existing provisions are scattered and not as comprehensive.	Reorganizes restrictions on projecting signs and references new definitions.

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
Directional Signs	2.7	p. 12	The existing provision is limiting as to the purpose of the directional sign.	Makes editorial amendments to simplify the requirements of this provision.
Sign Location	2.8	p. 12	The existing provision does not address signs that are not located on a building.	Adds height restrictions for signs not attached to buildings
Billboards	2.9	p. 12-13	Needed to make Billboard regulations consistent with Zoning Ordinance Requirements. The existing regulations also do not prohibit features that distract drivers.	Identifies zoning restrictions on billboards and prohibits distracting features.
Temporary Signs Political Signs Construction Signs Garage and Yard Sale Signs	Article 3	p. 13-14	A recent U.S. Supreme Court Case substantially limited a city's ability to regulate the content of signs, and specifically prohibited "categorical content" based restrictions. (i.e. the treatment of different categories of sign content such as charitable vs. political). This leaves City regulation largely limited to time, place, and manner based restrictions. The existing ordinance had numerous categorical content based restrictions, particularly for temporary signs. In order to keep regulating temporary signs, the City needs to remove all categorical content based restrictions (e.g. real estate signs) and replace them with non-content based regulations (e.g. location).	Removes section pertaining to Political Signs, garage and yard sale signs, and construction signs. Sets out new standards for any temporary signs and treats temporary signs equally regardless of their categorical content. Creates separate standards for temporary signs in Residential and Non-Residential Zones.
Exempt Signs	Article 4	p. 15, 16	The existing provisions suggest that certain signs are exempt from any and all requirements in the Sign Ordinance. This needs to be amended to clarify that the exemption is just from permitting requirements.	Clarifies that all signs are subject to the regulations, but certain signs are exempt from permitting requirements. Augments the list of exempt signs

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
Sign Permits	Article 5	p. 17	As identified in the comments pertaining to Exempt Signs, there is a need to clarify which signs are subject to permitting requirements. There is also a need to shift basic review to an administrative review through the Community Development Department not the planning commission or the building official, although the building official may participate in review. Additionally, the existing provisions impose a review period that is not reasonable. While six months is long enough for most signs, there are instances where sign construction is delayed because of fabrication issues or other circumstances. The ability to grant a small extension is needed.	Clarifies permitting requirements; makes the Community Development Department responsible for the basic review of sign applications.
Temporary Permits	Section 5.5	p. 18	The existing provision has categorical content restrictions. It also does not specify the Community Development Director's ability to condition the permit.	Removes categorical content restriction; adds criteria for issuance of temporary permits; authorizes Community Development Director to condition a permit.
Sign Maintenance and Alteration	Article 6	p. 18-19	The existing provision is repetitive and sometimes conflates alteration with maintenance. Interchangeable panels are not addressed in the existing ordinance. There is a need to clarify that alterations require a permit where the underlying sign requires a permit.	Reorganizes the sections to differentiate between alterations and maintenance; adds permitting requirements for interchangeable panels.

ATTACHMENT A

Subject	Ord. Section	Page # on Attachment B	Reason for Amendment	Overview of Amendment
Enforcement; Penalties	Section 6.5	p. 21	As discussed above, the existing ordinance sets out its own penalties and enforcement procedures. Several other ordinances set out their own penalties and enforcement procedures. There is risk that staff would conflate the penalties, deadlines, or required processes too much to successfully pursue enforcement. Accordingly, the City is moving towards using the procedures in the Nuisance and Abatement Ordinance as the uniform procedures for all violations because they are the most comprehensive and responsive.	Makes all violations of the sign ordinance subject to the penalties and enforcement procedures set out in the Nuisance and Abatement Ordinance.
Variance	Article 7	p. 22-23	Similar to the issue with enforcement, the existing provisions set out procedures and criteria for a variance that differ from the procedures established in the Zoning Ordinance. This creates risk of error as staff may conflate the two procedures for essentially the same application.	Makes variances subject to the criteria and procedures set out in the Zoning Ordinance.
Appeals	Article 8	p. 23	Similar to the issue with enforcement, the existing provisions set out procedures for appeals that differ from the procedures set out in the Zoning Ordinance. This creates risk of error as staff may conflate the two procedures for essentially the same application.	Makes appeals subject to the procedures set out in the Zoning Ordinance.

ORDINANCE NO. ____

AN ORDINANCE REGULATING THE PLACEMENT, SIZE, AND TYPES OF SIGNS DISPLAYED ON BUILDINGS AND PREMISES WITHIN THE CITY OF MADRAS, SUPERSEDING ORDINANCES NO. 468, 537, AND 693, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras desires to make the City more attractive and interesting for residents and visitors, to promote business within the City of Madras, to maximize the effectiveness of the type of advertising for businesses and facilities, and to promote the general health, safety, property, and welfare of the public;

WHEREAS, it is necessary as a community to control the type, form, construction, and location of signage within the City.

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

ARTICLE 1: INTRODUCTORY PROVISIONS

SECTION 1.0 TITLE

This Ordinance shall be known as the City of Madras Sign Ordinance.

SECTION 1.1 PURPOSE

The purpose of this Ordinance is to provide reasonable and necessary regulations for the placement and maintenance of signs within the City in order to:

- a) Protect the health, safety, property, and welfare of the public by minimizing distractions to motorists and ensuring that signs are appropriately sized and located as to not create a hazard.
- b) Promote a neat, clean, orderly, and attractive appearance within the City.
- c) Improve the effectiveness of signs in identifying and advertising public and private businesses, services, and facilities.
- d) Discourage signs that demand, rather than invite public attention.
- e) Provide for reasonable, orderly, and effective display of signage compatible with its surroundings.
- f) Preserve, protect, and enhance the economic, scenic, historic, and aesthetic values and objectives of the city and its citizens.

g) Provide effective signing to meet the anticipated differing needs of various areas in the City.

8-9.1.2

Madras Ordinances

8-9.1.5

SECTION 1.2 **INTERPRETATION**

For the purposes of this Ordinance, words used in the present tense include the future, the singular includes the plural, the word "shall" is mandatory and the word "building" includes structures other than sign structures.

This Ordinance is not intended to, and does not restrict speech on the basis of its content, viewpoint or message. No part of this Ordinance shall be construed to favor commercial speech over non-commercial speech. To the extent any provision of this Ordinance is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of the sign message shall prevail.

References to zones or zoning shall correspond to the City's Zoning Ordinance and Zoning Map, as both may be amended from time to time.

SECTION 1.3 **DEFINITIONS**

The following definitions apply in this Ordinance.

Abandoned Sign: A sign that advertises or promotes services, activities, or a business that have not been available or have been closed for more than six (6) months or a damaged sign that has not been immediately removed pursuant to Section 6.2.

Alter: To make a change to a sign or sign structure, including but not limited to, changes in area, height, projection, illumination, shape, materials, placement and location on a site. Altering a sign does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, or exchanging the display panels of a sign. The replacement of a sign on an existing pole sign in the Downtown Commercial (C-2) zone with a sign for the same, a similar, or a related business shall not constitute an alteration.

Awning: An awning consists of a covered shelter constructed of wood, canvas, cloth or other flexible material projecting horizontally from the building and attached to a building. Awnings that meet applicable building codes are not considered a sign by this Ordinance.

Billboard: A Billboard is a sign that is not at the location of a business or an activity open to the public or for which compensation or anything of value is given or received for the display of the sign or for the right to place the sign on another's property as more specifically defined in rules promulgated by the Oregon Department of Transportation.

Building Official: The Jefferson County Building Official or his designee.

Business: Business shall mean all of the activities carried on by one or more entities on a particular property and shall include, but not be limited to: service, commercial, and industrial uses, Public Bodies, and fraternal, benevolent, education, and social organizations.

Business Complex: Business Complex shall mean one or more business tenants as occupants of one or more properties that are operated in a coordinated fashion. In a business complex, business tenants means, but is not limited to, retail shops, executive or administrative services, including medical clinics and accessory pharmacies, professional offices, and personal service establishments that perform personal services on the premises and similar uses.

8-9.1.5

Madras Ordinances

8-9.1.5

City: The City of Madras, Oregon.

City Limits: The jurisdictional boundaries of the City as they presently exist or as they may be reconfigured in the future.

Clear Vision Area: Signs along roadways, when allowable, shall not exceed three (3) feet in height unless there is a clear visibility area of at least eight (8) feet in height between the bottom of the sign and the ground. Any support standards for the sign shall not interfere with the Clear Vision Area.

Community Development Director: The City's Community Development Director or his designee.

[Amended by Ordinance No. 772, Passed July 25, 2006]

Directory Sign: A sign that indicates the name and/or address of the occupant, the address of the premises, and/or identification of any legal business or occupation which may exist at the premises.

Flush Mounted Sign: A sign attached or painted directly onto the exterior surface of a building and does not project outward from the wall or surface of the building more than 1 inch (1").

Freestanding Sign: A freestanding sign is a sign supported by one or more uprights or braces in the ground and detached from any building or structure. Freestanding signs include, but are not limited to, monument signs and pole signs.

[Amended by Ordinance No. 772, Passed July 25, 2006]

Frontage: Frontage shall be defined as the length of the property line of any one parcel of property along each accessible street or other public right-of-way it borders.

8-9.1.5

Madras Ordinances

8-9.1.5

ATTACHMENT B

Height of Sign: Height of sign shall mean the vertical distance from the lowest point of elevation of the finished surface to the highest point of the sign or any vertical projection thereof.

Monument Sign: A low profile freestanding sign that has a solid base at ground level that is equal to or greater than the width of the Sign Face, and which has no separation between the base and sign. A monument sign shall not exceed eight feet in height from ground level, including the base.

[Added by Ordinance No. 772, Passed by Council on July 25, 2006]

Non-Conforming Sign: A sign that was lawful when it was constructed, but does not meet the current requirements of this Ordinance. For purposes of evaluating non-conformity, the applicable date shall be the date a permit is issued, or if no permit is required, then the date a completed sign was erected.

Non-Residential Property or Zone: Properties designated as anything other than R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Includes properties in residential uses, but no within a Residential Zone.

Nuisance and Abatement Ordinance: City Ordinance No. 875 and any amendment or replacement thereof.

Off-Premises Sign: An Off-Premises Sign is a permanent sign, other than a Billboard, that contains a message unrelated to the business, profession, services, or activities conducted upon or adjacent to the premises on which the sign is located or adjacent premises.

Ordinance: This Ordinance No. _____

Owner: Any person, individual, Public Body, private entity, firm, partnership, LLC, joint venture, association, social club, fraternal organization, fraternity, sorority, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, who owns or leases a sign or, as applicable, the property on which a sign is located.

Planning Commission: The City's Planning Commission.

Pole Sign: A sign that is mounted on a freestanding pole(s) or other support so that the bottom edge of the Sign Face is clearly visible above grade.

[Added by Ordinance No. 772, Passed by Council on July 25, 2006]

8-9.1.5

Madras Ordinances

8-9.2.2

Principal Sign: The primary permanent sign designed to identify or advertise a businesses,
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services, or facility located upon the property to motorists or pedestrians approaching the property. A "principal sign" is limited to a combination, freestanding, flush, or projecting sign.

Projecting Sign: A projecting sign is a sign other than a flush sign which projects beyond the building face to which it is attached.

Public Body: Any state, federal, county, or city agency, department, division, bureau, board and commission as well as any school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency.

Public Property: Real property owned or controlled by any Public Body including public rights-of-ways.

Residential Property, or Zone: Properties designated as R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Residential Zone does not include properties in residential uses in other zones or other zones in which residential uses are permitted.

Residential Sign: A sign erected in a Residential Zone that is less than four (4) square feet and is not illuminated.

Residential Use: The use of property for dwelling purposes.

Roof Sign: A sign mounted on the roof of a building.

Sidewalk Signs: Temporary Signs located on public sidewalks and adjacent to commercial uses in the C-1, C-2, and C-3 districts that comply with applicable standards in this Ordinance.

Sign: An outdoor sign, display, message, emblem, device, figure, poster, Billboard, or other thing that is used, designed or intended for advertising purposes or to inform or attract the attention of the public. The term includes the sign supporting structure, display surface and all other component parts of the sign. When dimensions of the sign are specified, the term includes the panels and frames, and the term includes both sides of the sign of specified dimension or area, but the term shall not include a sign as reasonably necessary or required by any Public Body pursuant to any public law or regulation.

Sign Area: The sign area includes the area within the outermost perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign area. When signs are constructed in multiple separate pieces the sign area is calculated by measuring the Sign Face of all the pieces once assembled. Structural supports bearing no sign copy shall not be included in the sign area. However, if any portion of the required structural supports become enclosed for decorative or architectural purposes, that portion will be included in the sign area.

Sign Face: The surface upon, against or through which the sign copy or message is displayed or illustrated.

Sign Height: The height of a sign is measured from the average level of the grade below the sign to the topmost point of the sign including any supporting structure.

Sign Structure: Any structure, or any portion of any structure, which is intended, designed or used to display a sign.

Temporary Sign: A sign that is temporarily attached to a building, structure, or property for a definite period of time to advertise an event or occurrence that will take place during the definite period of time. Temporary Signs include, but are not limited to, sandwich-boards, banners, flags, pennants, balloons, blimps, streamers, lawns signs, and portable signs.

Uniform Building Code: All or any combination of the 2014 Oregon Structural Specialty Code, 2014 Oregon Electrical Specialty Code, 2014 Oregon Mechanical Specialty Code, 2014 Oregon Residential Specialty Code, and the 2014 Oregon Fire Code published by the International Conference of Building Officials, as the same may be amended from time to time or any successor code adopted by the Building Official.

Urban Growth Boundary: The urban growth boundary of the City as it presently exists or as it may be re-located in the future.

Zoning Ordinance: City Ordinance No. 864 and any amendment or replacement thereof.

ARTICLE 2: BASIC PROVISIONS

SECTION 2.1 SIGN ERECTION, REPAIR, ETC.

It is unlawful for any person to erect, repair, alter, relocate or maintain within the City, any sign or other graphic except as provided in this Ordinance.

SECTION 2.2 SIGN CONFORMANCE

All signs must be erected, altered, and maintained in conformance with this Ordinance, the Uniform Building Code, and all other applicable state and federal law. No sign shall stand on, protrude onto, or be anchored in right-of-ways or other public property without the written authorization of the public entity responsible for such property.

8-9.2.3

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8-9.2.6

SECTION 2.3 PROHIBITED SIGNS

Except for nonconforming signs, the following signs are unlawful and are declared nuisances:

A. Abandoned Signs;

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B. Video signs or other signs that display a moving image other than scrolling/flashing/changing text or numbers;

C. Electronic signs that flash, change colors, display a moving/changing (including scrolling/flashing/changing text or numbers), or would otherwise pose a distraction to motorists unless authorized to be located on public property;

D. Any sign constructed, maintained, or altered in a manner without a permit or otherwise in violation of this Ordinance;

E. Any sign constructed or maintained which, by reason of its size, location, movement, coloring or manner of illumination may be confused with or construed as a traffic control device/signage or which hides from view any traffic control device/signage;

F. Any sign constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or an exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire;

G. Any sign located in a manner that could impede traffic on any street, alley, sidewalk, bikeway or other pedestrian or vehicular travel way;

H. Any sign equipped with moving, rotating or otherwise animated parts.

I. Any sign that is wholly or partially illuminated by a flashing or intermittent light, lights, lamps, bulbs, or tubes. Rotary beacon lights, zip lights, strobe lights, or similar devices shall not be erected or maintained, or attached to or incorporated in any sign;

J. Any sign located on private property within the Clear Vision Area;

K. Any sign attached to a tree, plant, or utility pole, except as otherwise allowed or required by applicable law;

L. Any sign within or over any public right-of-way (including banners spanning a public right-of-way), or located on private property less than two feet from any area subject to vehicular travel, except for signs, whether permanent or temporary, specifically allowed within the public right-of-way with the approval of the controlling jurisdiction.

M. Off-Premises Signs and signs not authorized within a right-of way by the controlling jurisdiction.

N. Roof signs.

O. Any other sign that is not allowed under this Ordinance, that presents a threat to public health, safety, or welfare, or is otherwise unlawful.

[Amended by Ordinance No. 783, Passed by Council on December 12, 2006]

SECTION 2.4 SIGNS IN RESIDENTIAL ZONES

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- A. Residential Properties are limited to two (2) Residential Signs per property:
- B. Notwithstanding Section 2.4(A), non-residential uses authorized by the Zoning Ordinance and residential structures comprised of five (5) or more independent dwelling units may erect additional signs as follows:
 - 1. One or more wall mounted signs not exceeding one hundred (100) square feet. Signs authorized under this provision must be erected as a flush mounted wall sign as defined in this Ordinance.
 - 2. One freestanding sign not exceeding one hundred (100) square feet in size.
 - 3. The total area for all signage shall be limited to one hundred and fifty (150) square feet.
 - 4. Signs shall not be back-lighted or electronic. Front flood light illumination is authorized where it does not project onto adjoining properties.
- C. Property designated as common property on a plat or other deed restriction is deemed to be an authorized non-residential use for purposes of this Section 2.4.
- D. Notwithstanding Section 2.4(B), only Residential Signs may be used to advertise Home Occupations, as that term is defined in the Zoning Ordinance.

8-9.2.7

Madras Ordinances

8-9.2.7

SECTION 2.5 SIGNS IN NON-RESIDENTIAL ZONES

Signs in Non-Residential Zones shall meet the following standards:

- A. The total area of all signs on the premises may not exceed three-hundred (300) square feet. Unless otherwise prohibited by this section, the maximum area shall be one-hundred fifty (150) square feet for any individual sign.
- B. Freestanding signs in all non-Residential Zones are subject to the following restrictions.

FREESTANDING SIGNS				
ZONE	TYPE ALLOWED	NUMBER ALLOWED	MAXIMUM AREA	MAXIMUM HEIGHT
C-1	Pole or Monument	1 *	150 sq. ft.	20 ft.
C-2	Monument	1 *	32 sq. ft.	8 ft.

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C-3	Pole or Monument	1 *	40 sq. ft.	20 ft.
NC	Pole or Monument	1 *	32 sq. ft.	20 ft.
Industrial	Pole or Monument	1 *	150 sq. ft.	35 ft.

* One freestanding sign shall be allowed per property except as allowed by Section 2.5(C) and Section 2.5(D), below.

- C. For through-lots (properties that have frontage on opposite sides of the same block), two freestanding signs are permitted. The freestanding signs must be oriented towards opposite frontages.
- D. A Business Complex under two acres in gross area, regardless of number of individual properties comprising the Business Complex, shall only be permitted the amount of signage permitted for a single property. A Business Complex over two acres in gross area shall be permitted the amount of signage permitted for two properties, which may be distributed throughout the Business Complex regardless of internal property lines. These limitations apply regardless of the number of businesses, buildings, or properties that comprise the Business Complex.
- E. Building Signs - Each building on a property shall be entitled to two (2) square feet of flush mounted or wall sign area per lineal foot of the building's width on the dominant façade, with a maximum of one-hundred fifty (150) square feet of signs or six percent (6%) of the linear measurement of the building's dominant façade, whichever is greater. This limitation applies regardless of the number of businesses that may occupy the building.

8-9.2.7

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[Section 2.7 Amended by Ordinance No. 772, Passed by Council on July 25, 2006]

SECTION 2.6 PROJECTING SIGNS

Unless otherwise permitted by this Ordinance, signs shall not encroach onto:

- A. Adjoining properties;
- B. A public right-of-way; or
- C. Any Clear Vision Area.

SECTION 2.7 DIRECTIONAL SIGNS

Directional signs designed to be read by a person on the premises on which the sign is located and used to identify buildings/businesses/amenities or direct persons on the premises are limited to four (4) square feet in area and be no more than four feet (4') high if freestanding. If the sign is on the

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wall of a building, the directional sign shall be limited to four (4) square feet in area and located no more than eight (8) feet high.

SECTION 2.8 SIGN LOCATION

Except for Billboards, signs may not extend above the roofline, eave, or parapet wall of the building to which they are attached or of the tallest building on the premises (or closest building if the Property is vacant) if the sign is freestanding.

[Amended by Ordinance No. 772, Passed by Council on July 25, 2006]

8-9.2.13

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8-9.2.13

SECTION 2.9 BILLBOARDS

Billboards are allowed with certain limitations in specified Non-Residential Zones as identified in the Zoning Ordinance, but are prohibited in all Residential Zones. Billboards shall also be subject to the following regulations:

A. Limitation On The Total Number Of Billboards

The total number of Billboards located within the City Limits and Urban Growth Boundary shall be limited to eighteen (18). Signs lost or removed for any reason shall not be replaced until the total number of Billboards in the City Limits and Urban Growth Boundary is reduced to fourteen (14), which shall then become the maximum number of Billboards permitted thereafter.

B. Replacement Of Billboards

When the total number of Billboards within the City Limits and Urban Growth Boundary has been reduced in number to a total of fourteen (14), in accordance with subsection (A) above, Billboards may be replaced upon application by any person or entity possessing an appropriate State of Oregon permit, subject at all times to the maximum fourteen (14) sign number limitation.

No person or entity shall file an application for a new or replacement Billboard without proof of possession of a valid State of Oregon permit allowing placement of a Billboard within the designated City Limits and Urban Growth Boundary. New or replacement Billboards shall be permitted only as provided in subsection C below.

C. Maximum Size Limit For Replacement Billboard

The maximum size of each replacement Billboard sign, noted in Subsection B above, shall be two-hundred fifty (250) square feet per side.

D. Location of Billboards

No Billboards shall be permitted on 4th or 5th Streets between S.E. J Street and N.E. Cedar Street.

Only one Billboard is permitted per property.

No Billboard shall be located within 400 feet of another Billboard.

E. Height of Billboards

No Billboard shall exceed thirty-five feet (35') in height.

F. Features

Billboards may not feature video screens, reader boards, or other components that flash, change colors, display movement, or would otherwise pose a distraction to motorists

8-9.3.1

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8-9.4.1

ARTICLE 3: TEMPORARY SIGNS

SECTION 3.1 GENERAL REQUIREMENTS

Temporary Signs shall not be restricted by content and shall not affect the amount or type of signage otherwise allowed by this Ordinance. Examples of Temporary Signs include, but are not limited to, non-permanent signs usually and customarily used to advertise real estate sales, political or ideological positions, garage sales, construction, or events. Temporary Signs may be erected and maintained in the City only in compliance with the following specific provisions:

- A. No Temporary Sign shall be internally illuminated or be illuminated by an external light source primarily intended for the illumination of the Temporary Sign without a permit.
- B. Temporary Signs may not be reflective, electronic, or contain any moving or flashing parts.
- C. A Temporary Sign shall be attached to the site or constructed in a manner that both prevents the sign from being easily removed by unauthorized persons or blown from its location and allows for the easy removal of the sign by authorized persons.
- D. Except as provided in this code, Temporary Signs shall not be attached to trees, shrubbery, utility poles or traffic control signs or devices.
- E. No Temporary Sign shall be erected or maintained which, by reason of its size, location or construction constitutes a hazard to the public.
- F. No Temporary Signs shall be allowed in the public right-of-way or on public property except as provided in Section 3.1(F)(a) below.
 - a. The following Temporary Signs shall be permitted in the right-of-way without issuance of a permit and shall not affect the amount or type of signage otherwise allowed by this Ordinance. No Temporary Sign permitted under this subsection shall interrupt the normal flow of vehicle, pedestrian or bicycle traffic, shall provide a

minimum of five feet (5') of clear passage for pedestrians on a sidewalk where a sidewalk exists, and shall not inhibit the use of parking facilities. No Temporary Sign permitted under this subsection shall extend into a Clear Vision Area. Temporary Signs allowed under this subsection include:

- i. Signs owned or erected by the Public Body that owns or manages the right-of-way or Public Property;
 - ii. Sidewalk Signs subject to the following limitations:
 1. Sidewalk Signs shall be displayed only during the business hours of the responsible business, and
 2. Sidewalk Signs shall occupy no more than four (4) square feet of right-of-way and shall be no taller than four (4) feet tall.
 3. Sidewalk Signs placed elsewhere than directly adjacent to the business shall be placed only with the written consent of the property owner of the adjacent property.
 4. No more than one Sidewalk Sign shall be permitted per business on a particular property except that one additional Sidewalk Sign shall be permitted per property for each 200 feet of street frontage. Notwithstanding the foregoing, in no event may a property be associated with more than three (3) Sidewalk Signs.
- G. Substantially similar Temporary Signs, and those advertising the same event, which are erected sequentially, will be considered the same Temporary Sign for purposes of applicable temporal limitations.
- H. The Temporary Sign shall be removed within seven (7) days of the culmination of the event or purpose for which the Temporary Sign was erected regardless of any permitted time then remaining.

SECTION 3.2 TEMPORARY SIGNS IN RESIDENTIAL ZONES

Temporary Signs in Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding six (6) square feet in area or four (4) feet in height shall be permitted for a period of ninety (90) days.
2. Temporary Signs exceeding six (6) square feet in area and/or four (4) feet in height, but not exceeding twelve (12) square feet and/or six (6) feet in height shall be permitted for a period of thirty (30) days. No more than one such sign shall be permitted per property.
3. The maximum square footage of Temporary Signs on any particular Residential Property is 25 square feet.

SECTION 3.3 TEMPORARY SIGNS IN NON-RESIDENTIAL ZONES

Temporary Signs in non-Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding twenty (20) square feet in area or six (6) feet in height shall be permitted for a period of one hundred and twenty (120) days.
2. Temporary Signs exceeding twenty (20) square feet in area and/or eight (8) feet in height, but not exceeding thirty two (32) square feet and/or ten (10) feet in height shall be permitted for a period of sixty (60) days.
3. The maximum square footage of Temporary Signs on any particular Non-Residential Property is 250 square feet per acre with a minimum of 50 square feet and maximum of 500 square

feet.

ARTICLE 4: EXEMPTIONS

The following signs are exempt from the permitting requirements of this Ordinance. All signs, even those exempt from permitting, must comply with sign dimensional, location, placement, maintenance, and all other applicable requirements.

- A. Traffic or pedestrian control signs.
- B. Signs erected or maintained by Public Bodies.
- C. Flags. Flags mounted on a pole in the ground or on a building are exempt, but are subject to Zoning Ordinance height regulations and shall be located and constructed so that, if the pole should collapse, its reclining length would be contained on the property on which it is installed.
- D. Signs placed in the public right-of-way by the Public Body responsible for administering the right-of-way or by a Public Body providing transit services within the right-of-way.
- E. Plaques, tablets or inscriptions on buildings that do not exceed three (3) square feet in area.
- F. Signs constructed to identify emergency services such as fire, police or hospital facilities.
- G. Temporary Signs that comply with the provisions of Article 3.
- H. Residential Signs.
- I. Signs altered or erected pursuant to Section 6.1(C).

ARTICLE 5: SIGN PERMITS

SECTION 5.1 PERMIT APPLICATIONS

Unless exempt under Article 4, a permit issued by the Community Development Director is required to erect or alter any sign within the City Limits. Applications for a sign permit shall be made in writing upon forms furnished by the City and subject to applicable fees. Such applications shall include a scale drawing of the sign including dimensions, height and materials and show its relationship to the ground or to any building or structure to which the sign is proposed to be installed or affixed. When appropriate, a plot plan drawn to scale shall be submitted that indicates the location of proposed signage relative to street and property lines.

Prior to the issuance of a sign permit, the Building Official may review the construction aspects of the proposed sign and a building permit may be required. The Building Official or Community Development Director may require other pertinent information where, in their opinion, such

information is necessary to determine compliance with the provisions of this Ordinance.

SECTION 5.2 **ISSUANCE OF PERMIT**

The Community Development Director shall approve an application and issue a sign permit unless the sign fails to meet the standards or is otherwise in violation of the provisions of this Ordinance. Sign permits mistakenly issued in violation of this Ordinance are void.

SECTION 5.3 **PERMIT REVOCATION**

The Community Development Director may revoke a sign permit if there was a material omission or misleading statement of fact in the application for the permit.

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SECTION 5.4 **PERMIT TIME RESTRICTIONS**

A sign permit shall be null and void if all work necessary to erect the sign has not been completed within six (6) months of the date of issuance of the permit. The Community Development Director may authorize a single extension for up to an additional three (3) months if the applicant demonstrates significant progress or that the delay was the result of circumstances outside of the applicant's control. Otherwise, the applicant must apply for and obtain a new approval to erect the subject sign.

SECTION 5.5 **TEMPORARY PERMITS**

The Community Development Director may grant temporary permits for non-exempt Temporary Signs for a period of no more than thirty (30) days if the Community Development Director determines the sign will not present a risk to health, safety, or welfare and does not exceed applicable regulations for a comparable permanent sign. The Community Development Director may condition a temporary permit by any means necessary to achieve the objectives of this Ordinance. Applicants shall apply for a temporary permit on the forms prescribed by the Community Development Director.

ARTICLE 6: MAINTENANCE AND ENFORCEMENT

SECTION 6.1 **EXISTING SIGN ALTERATION OR REPLACEMENT**

- A. Non-Conforming Signs shall not be altered or replaced unless the sign is made to conform to the provisions of this Ordinance, or otherwise allowed under Section 6.3, Sign Maintenance Requirements.
- B. Premises with a Non-Conforming Sign shall not be eligible for any additional signs until the existing signs are made to conform to the requirements of this Ordinance.

SECTION 6.5 **ENFORCEMENT; PENALTIES**

Any violation of this Ordinance is hereby deemed a nuisance with each violation and each day that a violation persists constituting a separate offence. All violations shall be subject to the enforcement procedures, fine amounts, and penalties set out in the Nuisance and Abatement Ordinance. Violations may be enforced by Court proceedings or by any other remedy available to the City, in law or in equity, including, but not limited, to the filing of property liens and foreclosure thereof in the appropriate courts. For any violation of this Ordinance, the Owner and/or tenant of the property where the violation occurred may be cited to appear in court to answer a complaint filed on behalf of the City.

ARTICLE 7: VARIANCE

SECTION 7.1 **AUTHORIZATION TO GRANT OR DENY VARIANCES**

An applicant for a sign permit or an applicant owning or leasing a sign that is not in compliance with the provisions of this Ordinance may apply for a variance.

SECTION 7.2 **APPLICATION FOR A VARIANCE**

Applications for a minor or major variance, as those terms are defined in the Zoning Ordinance, from the provision of this Ordinance shall be processed in accordance with the procedures and criteria for a variance set out in the Zoning Ordinance.

ARTICLE 8: APPEALS

An interested party may appeal a final decision of the Community Development Director to the Planning Commission and/or a decision of the Planning Commission to the City Council by filing an appeal in the manner prescribed for appeals in the Zoning Ordinance. If the appeal is not appropriately filed, the decision shall be final. If an appeal is filed, the appropriate hearings body shall conduct a public hearing and process the appeal in accordance with the procedures for an appeal set out in the Zoning Ordinance.

ARTICLE 9: MISCELLANEOUS

SECTION 9.1 **SEVERABILITY; CORRECTIONS.**

If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

SECTION 9.2 **RESTATEMENT**

This Ordinance amends and restates Ordinances Nos. 468, 537, and 693 and supersedes any ordinance, resolution, and/or policies in conflict with the amendments. The provisions of other City ordinances that are not amended or modified by this Ordinance remain unchanged and in full force and effect.

SECTION 9.3 EMERGENCY CLAUSE

It is hereby determined and declared that existing conditions are such that it is necessary for the immediate preservation of the peace, health, general welfare, and safety of the City that an emergency be declared to exist; therefore this Ordinance shall be in full force and effect immediately upon and after its passage by the Council and approval by the Mayor of the City of Madras, Oregon.

PASSED by the Council and approved by the Mayor on _____, 2015.

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ORDINANCE NO. ~~697~~

AN ORDINANCE REGULATING THE PLACEMENT, SIZE, AND TYPES OF SIGNS DISPLAYED ON BUILDINGS AND PREMISES WITHIN THE CITY OF MADRAS, ~~REPEALING~~ SUPERSEDING ORDINANCES NO. 468, 537, AND 693, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras ~~is working on making~~ desires to make the ~~city~~ City more attractive and interesting for ~~the~~ residents and visitors, ~~and~~ to promote business within the City of Madras, ~~and at the same time~~ to maximize the effectiveness of the type of advertising for businesses and facilities, and to promote the general health, safety, property, and welfare of the public; ~~and~~

WHEREAS, it is necessary as a community to control the type, form, construction, and location of ~~outdoor advertising~~ signage within the City.

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

ARTICLE 1: INTRODUCTORY PROVISIONS

SECTION 1.0 TITLE

This Ordinance shall be known as the City of Madras Sign Ordinance.

SECTION 1.1 PURPOSE

The purpose of this ~~ordinance~~ Ordinance is to provide reasonable and necessary regulations for the placement and maintenance of signs within the City in order to:

- a) Protect the health, safety, property, and welfare of the public by minimizing distractions to motorists and ensuring that signs are appropriately sized and located as to not create a hazard.
- b) Promote a neat, clean, orderly, and attractive appearance within the ~~city~~ City.
- c) Improve the effectiveness of signs in identifying and advertising public and private businesses, services, and facilities.
- d) ~~Eliminate~~ Discourage signs that demand, rather than invite public attention.
- e) Provide for reasonable, orderly, and effective display of ~~outdoor advertising~~ signage compatible with ~~their~~ its surroundings.
- f) Preserve, protect, and enhance the economic, scenic, historic, and aesthetic values and

objectives of the city and its citizens.

g) Provide effective signing to meet the anticipated differing needs of various areas in the ~~city~~City.

SECTION 1.2 ~~TERMINOLOGY~~INTERPRETATION

~~The word "City" shall mean the City of Madras, Oregon. The words "City Council" shall mean the City Council of Madras, Oregon. The words "Administrator", "Planning Director", and "Building Official" shall mean the Administrator, Planning Director, and Building Official respectively of the City of Madras. The words "Planning Commission" shall mean the City of Madras Planning Commission.~~

SECTION 1.3 ~~GENERAL DEFINITIONS~~

For the purposes of this ~~article~~Ordinance, words used in the present tense include the future, the singular includes the plural, the word "shall" is mandatory and the word "building" includes structures other than sign structures.

This Ordinance is not intended to, and does not restrict speech on the basis of its content, viewpoint or message. No part of this Ordinance shall be construed to favor commercial speech over non-commercial speech. To the extent any provision of this Ordinance is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of the sign message shall prevail.

References to zones or zoning shall correspond to the City's Zoning Ordinance and Zoning Map, as both may be amended from time to time.

SECTION 1.4 ~~SPECIFIC 3~~ DEFINITIONS

~~The following words and phrases used in this article have the meanings given to them in this section.~~

SECTION 1.5 ~~DEFINITIONS~~

The following definitions apply in this ~~ordinance~~Ordinance.

~~**Area of Sign:** The maximum area of the sign shall not exceed one hundred fifty (150) square feet per side or a total of three hundred (300) square feet.~~

Abandoned Sign: A sign that advertises or promotes services, activities, or a business that have not been available or have been closed for more than six (6) months or a damaged sign that has not been immediately removed pursuant to Section 6.2.

Alter: To make a change to a sign or sign structure, including but not limited to, changes in

area, height, projection, illumination, shape, materials, placement and location on a site. Altering a sign does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, or exchanging the display panels of a sign. The replacement of a sign on an existing pole sign in the Downtown Commercial (C-2) zone with a sign for the same, a similar, or a related business shall not constitute an alteration.

Awning: An awning ~~shall consist~~consists of a covered shelter structure ~~constructed of wood, covered by~~ canvas, cloth or other flexible material projecting horizontally from the building and attached to a building. Awnings that meet applicable building codes are not considered a sign by this ~~ordinance~~Ordinance.

~~**Billboards:**—A billboard is a freestanding sign which contains a message unrelated to the business or profession conducted upon the premise on which the sign is located.~~

Billboard: A Billboard is a sign that is not at the location of a business or an activity open to the public or for which compensation or anything of value is given or received for the display of the sign or for the right to place the sign on another's property as more specifically defined in rules promulgated by the Oregon Department of Transportation.

Building Official: The Jefferson County Building Official or his designee.

Business: Business shall mean all of the activities carried on by ~~the same legal entity~~one or more entities on ~~the same premises~~a particular property and shall include, but not be limited to: service, commercial, and industrial uses, Public Bodies, and fraternal, benevolent, education, ~~government~~, and social organizations.

Business Complex: Business ~~complex~~Complex shall mean one or more business tenants as occupants of ~~the property~~one or more properties that are operated in a coordinated fashion. In a business complex, business tenants means, but is not limited to, retail shops, executive or administrative services, including medical clinics and accessory pharmacies, professional offices, and personal service establishments ~~which~~that perform personal services on the premises and similar uses.

~~**Business Sign:**—A sign that directs attention to a business, profession, activity, commodity service, product price, or entertainment conducted, sold, or offered upon the premises where such sign is located or within the building to which such sign is affixed.~~

City: The City of Madras, Oregon.

City Limits: The jurisdictional boundaries of the City as they presently exist or as they may be reconfigured in the future.

Clear Vision Area: Signs along roadways, when allowable, shall not exceed three (3) feet in height unless there is a clear visibility area of at least eight (8) feet in height between the bottom of the sign and the ground. Any support standards for the sign shall not interfere with the ~~clear vision area~~Clear Vision Area.

~~**Construction Sign:**—A sign identifying individuals or companies involved in design, construction, wrecking, financing, or development when placed upon the premises where work is~~

~~under construction but only for the duration of construction or demolition.~~

Community Development Director: The City's Community Development Director or his designee.

[Amended by Ordinance No. 772, Passed July 25, 2006]

Directory Sign: A sign ~~which~~that indicates the name and/or address of the occupant, the address of the premises, and/or identification of any legal business or occupation which may exist at the premises.

~~**Gross Surface Area:** The entire area within a single continuous perimeter composed of a single face enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures, together with a material of color forming an integral part of the display to differentiate the sign from the background to which it is placed. Structural supports bearing no sign copy shall not be included in gross surface area; however, if any portion of the required structural supports become enclosed for decorative or architectural purposes, that portion will be included in the total gross surface area of the sign.~~

Flush Mounted Sign: A sign ~~that is~~ attached or painted directly onto the exterior surface of a building and does not project outward from the wall or surface of the building more than ~~4-inch~~ (12 inches (12")).

~~**Franchise Sign:** A sign for advertising purposes which reflects affiliation with a chain of commonly named businesses, and which sign is required as a prerequisite for operation of the franchise.~~

Freestanding Sign: A freestanding sign is ~~an on-premise~~ sign supported by one or more uprights or braces in the ground and detached from any building or structure. Freestanding signs include, but are not limited to, monument signs and pole signs.

[Amended by Ordinance No. 772, Passed July 25, 2006]

Frontage: Frontage shall be defined as the length of the property line of any one parcel of property along each accessible street or other public right-of-way it borders.

~~**Height of Sign:** Height of sign shall mean the vertical distance from the lowest point of elevation of the finished surface to the highest point of the sign or any vertical projection thereof.~~

~~**Kiosk:** A small, free standing structure which may have one or more surfaces used to display advertising or to identify or index a business or businesses.~~

Monument Sign: A low profile freestanding sign ~~which~~that has a solid base at ground level that is equal to or greater than the width of the ~~sign face~~ Sign Face, and which has no separation between the base and sign. A monument sign shall not exceed eight feet in height from ground level, including the base.

[Added by Ordinance No. 772, Passed by Council on July 25, 2006]

~~**Non-conforming Sign:** A non-conforming sign is a sign which does not conform to the provisions of this ordinance.~~

Non-Conforming Sign: A sign that was lawful when it was constructed, but does not meet the current requirements of this Ordinance. For purposes of evaluating non-conformity, the applicable date shall be the date a permit is issued, or if no permit is required, then the date a completed sign was erected.

Non-Residential Property or Zone: Properties designated as anything other than R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Includes properties in residential uses, but no within a Residential Zone.

Nuisance and Abatement Ordinance: City Ordinance No. 875 and any amendment or replacement thereof.

~~**Off-Premise Premises Sign:** An off-premise Off-Premises Sign is a permanent sign is a sign which, other than a Billboard, that contains a message unrelated to the business or, profession, services, or activities conducted upon or adjacent to the premises where such signs are located.~~

~~**Off-Premise Sign Structure:** Any structure, or any portion of any structure, which is intended, designed or used to display an Off-Premise Sign.~~

~~**On-Premise Sign:** An on-premise on which the sign is a sign which advertises only the business or the goods, products, or facilities located on the located or adjacent premises on which the sign is located, or the sale, rent or lease of the premises.~~

Ordinance: This Ordinance No. _____

Owner: Any person, individual, ~~government~~ Public Body, private entity, firm, partnership, LLC, joint venture, association, social club, fraternal organization, fraternity, sorority, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, who owns or leases ~~an Off-Premises Sign Structure or leases from the owner of the underlying real property of an Off-Premises Sign Structure, and is in the business of selling space on such structures to others~~ a sign or, as applicable, the property on which a sign is located.

Planning Commission: The City's Planning Commission.

Pole Sign: A sign that is mounted on a freestanding pole(s) or other support so that the bottom edge of the ~~sign face~~ Sign Face is clearly visible above grade.

[Added by Ordinance No. 772, Passed by Council on July 25, 2006]

~~**Portable and/or Temporary Sign:** A portable and/or temporary sign is any sign not designated to be permanently affixed to a building, structure, or the ground; a sign designed to be self-supporting and movable.~~

Principal Sign: ~~A principal sign is defined as the~~ The primary permanent ~~on-premise~~ sign

designed ~~primarily~~ to identify or advertise a ~~business~~ businesses, services, or facility located upon the property to motorists or pedestrians approaching the ~~business or facility~~ property. A "principal sign" is limited to a combination, freestanding, flush, or projecting sign.

Projecting Sign: A projecting sign is a sign other than a flush sign which projects beyond the building face to which it is attached.

Public Body: Any state, federal, county, or city agency, department, division, bureau, board and commission as well as any school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency.

Public Property: Real ~~Estate~~ property owned or controlled by any Public Body including public rights-of-ways.

Residential Property, or Zone: Properties designated as R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Residential Zone does not include properties in residential uses in other zones or other zones in which residential uses are permitted.

Residential Sign: A sign ~~which is used to offer for sale, lease, or rent~~ erected in a Residential Zone that ~~premises upon which such~~ is less than four (4) square feet of sign ~~is placed~~ area.

Residential Use: The use of property for dwelling purposes.

Roof Sign: A sign mounted on the roof of a building.

Sidewalk Signs: Temporary Signs located on public sidewalks and adjacent to commercial uses in the C-1, C-2, and C-3 districts that comply with applicable standards in this Ordinance.

Sign: An outdoor sign, display, message, emblem, device, figure, poster, ~~billboard~~ Billboard, or other thing that is used, designed or intended for advertising purposes or to inform or attract the attention of the public. The term includes the sign supporting structure, display surface and ~~all other component parts of the sign~~. When dimensions of the sign are specified, the term includes the panels and frames, and the term includes both sides of the sign of specified dimension or area, but the term shall not include a sign as reasonably necessary or required by any ~~branch or agency of the government~~ Public Body pursuant to any public law or regulation.

— **Sign Area:** The sign area includes the area within the outermost perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign area. When signs are constructed in multiple separate pieces the sign area is calculated by measuring the Sign Face of all the pieces once assembled. Structural supports bearing no sign copy shall not be included in the sign area.

Sign Face: The surface upon, against or through which the sign copy or message is displayed or illustrated.

Sign Height: The height of a sign is measured from the average level of the grade below the sign to the topmost point of the sign including any supporting structure.

Sign Structure: Any structure, or any portion of any structure, which is intended, designed or used to display a sign.

Temporary Sign: A sign that is temporarily attached to a building, structure, or property for a definite period of time to advertise an event or occurrence that will take place during the definite period of time. Temporary Signs include, but are not limited to, sandwich-boards, banners, flags, pennants, balloons, blimps, streamers, lawns signs, and portable signs.

Uniform Building Code: ~~The State of~~ All or any combination of the 2014 Oregon Structural Specialty Code ~~and Fire and Life Safety, 2014 Oregon Electrical Specialty Code of 1979 Edition (Uniform Building, 2014 Oregon Mechanical Specialty Code), 2014 Oregon Residential Specialty Code, and the 2014 Oregon Fire Code~~ published by the International Conference of Building Officials, as the same may be amended from time to time or any successor code adopted by the Building Official.

Urban Growth Boundary: The urban growth boundary of the City ~~of Madras and which is referred to as "UBC" in this ordinance~~ it presently exists or as it may be re-located in the future.

Zoning Ordinance: City Ordinance No. 864 and any amendment or replacement thereof.

ARTICLE 2: BASIC PROVISIONS

SECTION 2.1 SIGN ERECTION, REPAIR, ETC.

It is unlawful for any person to erect, repair, alter ~~or~~, relocate or maintain within ~~this city~~the City, any sign or other graphic except as provided in this ~~ordinance~~Ordinance.

SECTION 2.2 SIGN CONFORMANCE; ~~BILLBOARDS~~

~~No sign shall stand or be based on public property.~~ All signs must be erected, altered, and maintained in conformance with this Ordinance, the Uniform Building Code. ~~Billboards shall conform with State, and all other applicable state and federal law. Billboards are allowed with certain limitations~~ No sign shall stand on, protrude onto, or be anchored in commercial and industrial zones right-of-ways or other public property without the city and are prohibited in residential zones (Refer to Section 2.13, Billboards, written authorization of the public entity responsible for Additional Information) such property.

SECTION 2.3 PROHIBITED SIGNS

Flashing: Except for nonconforming signs, the following signs are unlawful and are declared nuisances:

A. Abandoned Signs;

B. Video signs or other signs that display a moving, ~~animated, blinking, or~~ image other than scrolling/flashing/changing text or numbers;

C. Electronic signs that flash, change colors, display a moving/changing (including scrolling/flashing/changing text or numbers), or would otherwise pose a distraction to motorists unless authorized to be located on public property;

D. Any sign constructed, maintained, or altered in a manner without a permit or otherwise in violation of this Ordinance;

E. Any sign constructed or maintained which, by reason of its size, location, movement, coloring or manner of illumination may be confused with or construed as a traffic control device/signage or which hides from view any traffic control device/signage;

F. Any sign constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or an exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire;

G. Any sign located in a manner that could impede traffic on any street, alley, sidewalk, bikeway or other pedestrian or vehicular travel way;

H. Any sign equipped with moving, rotating or otherwise animated parts.

~~I. signs are prohibited, as well as the use of~~ Any sign that is wholly or partially illuminated by a flashing or intermittent light, lights, lamps, bulbs, or tubes. Rotary beacon lights, zip lights, strobe lights. ~~However, this section, or similar devices shall not prevent the use of time and temperature signs nor prevent~~ be erected or maintained, or attached to or incorporated in any sign;

J. Any sign located on private property within the ~~use of reader boards which have moving lights~~ Clear Vision Area;

K. Any sign attached to a tree, plant, or utility pole, except as otherwise allowed or required by applicable law;

L. Any sign within or over any public right-of-way (including banners spanning a public right-of-way), or located on private property less than two feet from any area subject to vehicular travel, except for signs, whether permanent or temporary, specifically allowed within the public right-of-way with the approval of the controlling jurisdiction.

M. Off-Premises Signs and ~~provide only community activity information~~ signs not authorized within a right-of way by the controlling jurisdiction.

N. Roof signs.

O. Any other sign that is not allowed under this Ordinance, that presents a threat to public health, safety, or welfare, or is otherwise unlawful.

[Amended by Ordinance No. 783, Passed by Council on December 12, 2006]

SECTION 2.4 **ADVERTISEMENT OF SERVICESIGNS IN RESIDENTIAL ZONES**

A. Residential Properties are limited to two (2) Residential Signs per property.

~~B. Signs which advertise a service, product, or use not located at the site of the sign shall be prohibited. Billboards are not prohibited by this provision.~~

SECTION 2.5 **PORTABLE SIGNS**

~~There shall be allowed, on premise, one portable sign per business, not to exceed twenty four (24) square feet per sign of space. No portable sign should be placed in any fashion which might obstruct or obscure vehicular or pedestrian traffic or visibility.~~

Notwithstanding Section

SECTION 2.6 **RESIDENTIAL SIGNS**

~~Signs erected in 4(A), non-residential zones shall be no larger than four (4) square feet~~ uses authorized by the Zoning Ordinance and shall not be illuminated except residential structures comprised of five (5) or more independent dwelling units may erect additional signs as follows:

~~A. Signs for land uses within the R-1 and R-3 zones that are identified as conditional uses, as defined by Ordinance No. 528, may be erected if they conform to the following standards:~~

- ~~1. One or more wall mounted signs~~ signs not exceeding one hundred (100) square feet, gross surface area or over fifty (50) percent of the building front elevation facade, whichever is less. The sign. Signs authorized under this provision must be erected as a flush mounted wall sign as defined in this ~~ordinance~~ Ordinance.
- ~~2. One freestanding sign not exceeding one hundred-~~ (100) square feet in size.
- ~~3.~~ The total area for all signage shall be limited to one hundred and fifty (150) square feet in size.
- ~~4.~~ Signs shall not be back-lighted (electric)- or electronic. Front flood-light illumination is authorized where it does not project onto adjoining properties as required by the current City of Madras Zoning Ordinance outdoor requirements.

C. Property designated as common property on a plat or other deed restriction is deemed to be

an authorized non-residential use for purposes of this Section 2.4.

D. Notwithstanding Section 2.4(B), only Residential Signs may be used to advertise Home Occupations, as that term

~~4. Signs in existence prior to the approval of this ordinance shall not be required to conform to this ordinance unless the sign is moved or substantially changed.~~

~~5. Home occupation, as defined, shall be required to comply with the residential sign requirements and shall be limited to four (4) square feet and not be illuminated.~~
is defined in the Zoning Ordinance.

SECTION 2.7 ~~ON-PREMISE 5~~ SIGNS IN NON-RESIDENTIAL ZONES

~~On-premise signs in the commercial and industrial zones of the City shall be reviewed by the Planning Commission and shall be restricted to the standards in this section.~~

Signs in Non-Residential Zones shall meet the following standards:

- A. The total ~~perimeter~~ area of ~~a combination of all~~ signs on the premises may not exceed three-hundred (300) square feet. Unless otherwise prohibited by this section, ~~the maximum perimeter~~ area shall be one-hundred fifty (150) square feet for any individual sign.
- B. Freestanding signs in ~~commercial and industrial zones~~ all non-Residential Zones are subject to the following restrictions.

FREESTANDING SIGNS				
ZONE	TYPE ALLOWED	NUMBER ALLOWED	MAXIMUM SIZE AREA	MAXIMUM HEIGHT
C-1	Pole or Monument	1 *	150 sq. ft.	20 ft.
C-2	Monument	1 *	32 sq. ft.	8 ft.
C-3	Pole or Monument	1 *	40 sq. ft.	20 ft.
NC	Pole or Monument	1 *	32 sq. ft.	20 ft.
Industrial	Pole or Monument	1 *	150 sq. ft.	35 ft.

* One freestanding sign shall be allowed per ~~business premise~~ property except as allowed by Section 2.7-5(C) and Section 2.7-5(D), below.

- C. ~~Business premises with frontages~~ For through-lots (properties that have frontage on opposite sides of the same block), two ~~one-way streets can have two (2)~~ freestanding signs

are permitted. The freestanding signs must be oriented towards opposite frontages.

~~D. ,one for each direction on opposing one-way streets. A business mall~~ A Business Complex under two acres in gross area, regardless of number of individual properties comprising the Business Complex, shall be considered only be permitted the amount of signage permitted for a single business property. A Business Complex over two acres in gross area shall be permitted the amount of signage permitted for purpose of this section.

~~D. If a business has more than one (1) frontage along traffic flows of opposite direction, the business may have one freestanding sign, for each direction of traffic flow.~~ two properties, which may be distributed throughout the Business Complex regardless of internal property lines. These limitations apply regardless of the number of businesses, buildings, or properties that comprise the Business Complex.

E. Building Signs - Each ~~business~~ building on a property shall be entitled to ~~have~~ two (2) square feet of flush mounted or wall sign area per ~~—lineal foot —width~~ of the building's width on the dominant façade, with a maximum of one-hundred fifty (150) square feet of signs or six percent (6%) of the linear measurement of the building's dominant façade, whichever is ~~more~~ greater. This limitation applies regardless of the number of businesses that may occupy the building.

~~F. Franchise Signs—Upon proof by a franchise business operator that display of a franchise sign is a necessary prerequisite to operation of the business of the franchise, and upon review and approval of the City Planning Commission, a franchise business operator may obtain an appropriate exception from application of this ordinance.~~

[Section 2.7 Amended by Ordinance No. 772, Passed by Council on July 25, 2006]

SECTION 2.8 — REAL ESTATE SIGNS

~~Signs designating real estate for sale, rental or lease may be displayed on the premises to which they relate if they meet the following requirements:~~

~~A. Residential Zone—Signs shall not exceed four (4) square feet in area with the maximum height not in excess of four (4) feet above grade level.~~

~~B. Commercial and Industrial Zone—Signs for this purpose shall be allowed but shall not exceed thirty-two (32) square feet.~~

SECTION 2.96 PROJECTING SIGNS

~~A projecting sign~~ Unless otherwise permitted by this Ordinance or the Public Works Director, signs shall not encroach onto adjoining premises.:

A. Adjoining properties;

- B. A public right-of-way; or
- C. Any Clear Vision Area.

~~SECTION 2.10~~ PROJECTING SIGNS; CLEAR VISION AREA

~~No sign shall project or extend into any clear vision area so as to cause or create a hazard or a risk of hazard for pedestrian or vehicular traffic.~~

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~~SECTION 2.11~~ DIRECTIONAL SIGNS

~~On-premise directional~~Directional signs designed to be read by a person on the premises on which the sign is located and used to identify buildings/businesses/amenities or ~~locate an entrance, exit, or drive-up window~~direct persons on the premises are limited to four (4) square feet in area and be no more than four (4) feet in height, (4') high if freestanding. If the sign is on the wall of ~~the~~a building, ~~the directional sign~~ shall be limited to four (4) square feet in area and located no more than eight (8) in height feet high.

~~SECTION 2.12~~ ROOF SIGNS SIGN LOCATION

~~Roof~~Except for Billboards, signs ~~are prohibited~~. Signs may not extend above the roofline, eave, or parapet wall of the building to which they are attached or of the tallest building on the premises (or closest building if the Property is vacant) if the sign is freestanding.

[Amended by Ordinance No. 772, Passed by Council on July 25, 2006]

~~SECTION 2.139~~ BILLBOARDS

~~Billboards shall be regulated as follows:~~

Billboards are allowed with certain limitations in specified Non-Residential Zones as identified in the Zoning Ordinance, but are prohibited in all Residential Zones. Billboards shall also be subject to the following regulations:

A. Limitation On The Total Number Of ~~Billboard Signs~~Billboards

The total number of ~~billboard signs~~Billboards located within the City ~~limits~~Limits and Urban Growth Boundary shall be limited to eighteen (18). Signs lost or removed for any reason shall not be replaced until the total number of ~~billboard signs~~Billboards in the ~~city limits~~City Limits and Urban Growth Boundary is reduced to fourteen (14), which shall then become the maximum number of ~~billboard signs~~Billboards permitted thereafter.

B. Replacement Of ~~Billboard Signs~~Billboards

When the total number of ~~billboard signs~~Billboards within the ~~city limits~~City Limits and

Urban Growth Boundary has been reduced in number to a total of fourteen (14), in accordance with subsection (A) above, ~~billboard signs~~ Billboards may be replaced upon application by any person or entity possessing an appropriate State of Oregon permit, subject at all times to the maximum fourteen (14) sign number limitation.

No person or entity shall file an application for a new or replacement ~~billboard sign~~ Billboard without proof of possession of a valid State of Oregon permit allowing placement of a ~~billboard sign~~ Billboard within the designated ~~city limits~~ City Limits and Urban Growth Boundary. New or replacement ~~billboards~~ Billboards shall be permitted only as provided in subsection C below.

C. Maximum Size Limit For Replacement Billboard ~~Signs Noted In This Section~~

The maximum size of each replacement ~~billboard~~ Billboard sign, noted in Subsection B above, shall be two-hundred fifty (250) square feet per side.

D. Location of Billboards

No ~~billboards~~ Billboards shall be permitted on 4th or 5th Streets between S.E. ~~J.~~ Street and N.E. Cedar Street.

~~There should be allowed only~~ Only one ~~billboard~~ Billboard is permitted per ~~premise~~ property.

No ~~billboard~~ Billboard shall be located within 400 feet of another ~~billboard~~ Billboard.

E. Height of Billboards

No ~~billboard~~ Billboard shall exceed thirty-five feet (35') in height.

F. Features

Billboards may not feature video screens, reader boards, or other components that flash, change colors, display movement, or would otherwise pose a distraction to motorists

ARTICLE 3: TEMPORARY AND SPECIAL SIGNS

SECTION 3.1 POLITICAL SIGNS GENERAL REQUIREMENTS

Temporary Signs shall not be restricted by content and shall not affect the amount or type of signage otherwise allowed by this Ordinance. Examples of Temporary Signs include, but are not limited to, non-permanent signs usually and customarily used to advertise real estate sales, political or ideological positions, garage sales, construction, or events. Temporary Signs may be erected and maintained in the City only in compliance with the following specific provisions:

A. No Temporary Sign shall be internally illuminated or be illuminated by an external light

- source primarily intended for the illumination of the Temporary Sign without a permit.
- B. Temporary Signs may not be reflective, electronic, or contain any moving or flashing parts.
- C. A Temporary Sign shall be attached to the site or constructed in a manner that both prevents the sign from being easily removed by unauthorized persons or blown from its location and allows for the easy removal of the sign by authorized persons.
- D. Except as provided in this code, Temporary Signs shall not be attached to trees, shrubbery, utility poles or traffic control signs or devices.
- E. No Temporary Sign shall be erected or maintained which, by reason of its size, location or construction constitutes a hazard to the public.
- F. No Temporary Signs shall be allowed in the public right-of-way or on public property except as provided in Section 3.1(F)(a) below.
- a. The following Temporary Signs shall be permitted in the right-of-way without issuance of a permit and shall not affect the amount or type of signage otherwise allowed by this Ordinance. No Temporary Sign permitted under this subsection shall interrupt the normal flow of vehicle, pedestrian or bicycle traffic, shall provide a minimum of five feet (5') of clear passage for pedestrians on a sidewalk where a sidewalk exists, and shall not inhibit the use of parking facilities. No Temporary Sign permitted under this subsection shall extend into a Clear Vision Area. Temporary Signs allowed under this subsection include:
- i. Signs owned or erected by the Public Body that owns or manages the right-of-way or Public Property;
- ii. Sidewalk Signs subject to the following limitations:
1. Sidewalk Signs shall be displayed only during the business hours of the responsible business, and
 2. Sidewalk Signs shall occupy no more than four (4) square feet of right-of-way and shall be no taller than four (4) feet tall.
 3. Sidewalk Signs placed elsewhere than directly adjacent to the business shall be placed only with the written consent of the property owner of the adjacent property.
 4. No more than one Sidewalk Sign shall be permitted per business on a particular property except that one additional Sidewalk Sign shall be permitted per property for each 200 feet of street frontage. Notwithstanding the foregoing, in no event may a property be associated with more than three (3) Sidewalk Signs.
- G. Substantially similar Temporary Signs, and those advertising the same event, which are erected sequentially, will be considered the same Temporary Sign for purposes of applicable temporal limitations.
- H. The Temporary Sign shall be removed within seven (7) days of the culmination of the event or purpose for which the Temporary Sign was erected regardless of any permitted time then remaining.

SECTION 3.2 TEMPORARY SIGNS IN RESIDENTIAL ZONES

Temporary Signs in Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding six (6) square feet in area or four (4) feet in height shall be permitted for a period of ninety (90) days.
2. Temporary Signs exceeding six (6) square feet in area and/or four (4) feet in height, but not exceeding twelve (12) square feet and/or six (6) feet in height shall be permitted for a period of

thirty (30) days. No more than one such sign shall be permitted per property.

3. The maximum square footage of Temporary Signs on any particular Residential Property is 25 square feet.

~~**SECTION** Political signs shall be located on private property with the consent of the legal owner of the property, and shall be removed within five (5) days after the election date. The campaign chairperson shall be held responsible for any violations.~~

~~**SECTION 3.2 — GARAGE AND YARD SALE SIGNS**~~

~~Garage and yard sale signs shall be removed five (5) days from the end of the advertised date of sale. The home owner shall be responsible for their removal. Garage and yard sale signs shall be prohibited on power poles, telephone poles, and any other public road signs or public property located within the city.~~

~~**SECTION 3.3 — CONSTRUCTION SIGNS**~~

~~Signs designating architects, engineers, financial investments, and construction organizations on construction projects within the city shall be allowed. Such signs, however, shall not exceed thirty-two (32) square feet in area and shall be used primarily for the purpose of publicizing the construction. Signs placed pursuant to this section shall be removed ten (10) days after completion of the construction project, or upon occupancy of the building, whichever first occurs.~~

~~**ARTICLE 4: EXEMPT SIGNS**~~

~~**SECTION 4.1 — SIGNS THAT ARE EXEMPT**~~

~~The following signs or displays are exempted from this ordinance.~~

~~A. Signs placed by the City, County, State or Federal governments~~ **3.3 TEMPORARY SIGNS IN NON-RESIDENTIAL ZONES**

Temporary Signs in non-Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding twenty (20) square feet in area or six (6) feet in height shall be permitted for a period of one hundred and twenty (120) days.

2. Temporary Signs exceeding twenty (20) square feet in area and/or eight (8) feet in height, but not exceeding thirty two (32) square feet and/or ten (10) feet in height shall be permitted for a period of sixty (60) days.

3. The maximum square footage of Temporary Signs on any particular Non-Residential Property is 250 square feet per acre with a minimum of 50 square feet and maximum of 500 square feet.

ARTICLE 4: EXEMPTIONS

The following signs are exempt from the permitting requirements of this Ordinance. All signs, even those exempt from permitting, must comply with sign dimensional, location, placement, maintenance, and all other applicable requirements.

- A. Traffic or pedestrian control signs.
- B. Signs erected or maintained by Public Bodies.
- C. Flags. Flags mounted on a pole in the ground or on a building are exempt, but are subject to Zoning Ordinance height regulations and shall be located and constructed so that, if the pole should collapse, its reclining length would be contained on the property on which it is installed.
- D. Signs placed in the public right-of-way by the Public Body responsible for administering the right-of-way or by a Public Body providing transit services within the right-of-way.

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- ~~B. Traffic or pedestrian control signs.~~
- ~~C. Signs indicating scenic or historic buildings or points of interest.~~
- ~~D. Signs required by law.~~
- ~~E. Official public notices, official court notices or official sheriff's notices.~~
- ~~F. Interior building signs.~~

~~8-9.4.1~~ Madras Ordinances ~~8-9.5.3~~

- ~~G. Plaques, tablets or inscriptions indicating the name of a building, its date of construction or other commemorative information which are attached flat to the building and on buildings that do not exceed ~~three (3)~~ six (6) square feet in area.~~
- ~~H. F Seasonal decorations within the appropriate holiday season.~~
- ~~I. Sculptures, fountains, mosaics or other art which do not incorporate advertising or identification.~~
- ~~J. Signs constructed to identify public emergency services such as fire, police or hospital facilities.~~
- G. Temporary Signs that comply with the provisions of Article 3.

H. Residential Signs.I. Signs altered or erected pursuant to Section 6.1(C).**ARTICLE 5: PROCEDURE SIGN PERMITS****SECTION 5.1 PERMIT APPLICATIONS**

Unless exempt under Article 4, a permit issued by the Community Development Director is required to erect or alter any sign within the City Limits. Applications for a sign permit shall be made in writing upon forms furnished by the City ~~of Madras~~ and subject to applicable fees. Such applications shall include ~~a~~ a scale drawing of the sign including dimensions, height and materials and show its relationship to the ground or to any building or structure to which the sign is proposed to be installed or affixed. When appropriate, a plot plan drawn to scale shall be submitted ~~which~~ that indicates the location of proposed ~~signings~~ signage relative to street and property lines.

Prior to the issuance of a sign permit, the Building Official may review the construction aspects of the proposed sign and a building permit may be required. The Building Official, ~~City Planning or Community Development~~ Director or designee may require other pertinent information where, in their opinion, such information is necessary to determine compliance with the provisions of this ~~ordinance.~~ The applications shall be acted upon within fifteen (15) days. ~~Ordinance.~~

SECTION 5.2 ISSUANCE OF PERMIT

The ~~Building Official or designee~~ Community Development Director shall approve an application and issue a sign permit ~~for a sign covered by application duly made~~ unless the sign is fails to meet the standards or is otherwise in violation of the provisions of this ~~ordinance~~ Ordinance. Sign permits mistakenly issued in violation of this ~~ordinance~~ Ordinance are void.

SECTION 5.3 PERMIT REVOCATION

The ~~Building Official or designee~~ Community Development Director may revoke a sign permit if ~~he finds that~~ there was a material ~~and~~ omission or misleading ~~false~~ statement of fact in the application for the permit.

SECTION 5.4 PERMIT TIME RESTRICTIONS

A sign permit shall be null and void if all work for which necessary to erect the permit was issued sign has not been completed within ~~a period of~~ six (6) months of the date of issuance of the permit. The Community Development Director may authorize a single extension for up to an additional three (3) months if the applicant demonstrates significant progress or that the delay was the result of circumstances outside of the applicant's control. Otherwise, the applicant must apply for and obtain a new approval to erect the subject sign.

SECTION 5.5 **TEMPORARY ~~SPECIAL~~ PERMITS**

~~The City Planning Director or designee may grant temporary special permits for signs pertaining to any civic, patriotic or special event of general public interest, or any other activities within the city limits.~~

The Community Development Director may grant temporary permits for non-exempt Temporary Signs for a period of no more than thirty (30) days if the Community Development Director determines the sign will not present a risk to health, safety, or welfare and does not exceed applicable regulations for a comparable permanent sign. The Community Development Director may condition a temporary permit by any means necessary to achieve the objectives of this Ordinance. Applicants shall apply for a temporary permit on the forms prescribed by the Community Development Director.

ARTICLE 6: MAINTENANCE AND ENFORCEMENT

SECTION 6.1 **EXISTING SIGN ALTERATION OR REPLACEMENT**

~~Businesses or premises which currently have signs at the date of adoption of this ordinance which are non-conforming to this ordinance~~ A. ~~Non-Conforming Signs~~ shall not be altered or replaced unless the sign is made to conform ~~with~~to the provisions of this ~~ordinance~~Ordinance, or otherwise allowed under Section 6.43, Sign Maintenance Requirements.

~~[Section 6.1, paragraph 1, amended by Ordinance No. 815, passed February 24, 2009.]~~

~~Businesses or premises~~

B. ~~Premises~~ with a ~~pre-existing non-conforming sign~~Non-Conforming Sign shall not be eligible for any additional signs ~~on the premises~~ until the existing signs are made to conform to the requirements of this ~~ordinance~~Ordinance.

SECTION 6.2 **DAMAGED SIGNS**

~~Any sign which is damaged by over fifty one percent (51%) shall not be eligible for repair but shall be replaced with a new, conforming sign.~~

SECTION 6.3 **ABANDONED SIGNS**

~~No person, firm, or corporation, shall abandon any sign within the city limits. A sign which advertises service or a business which is not available and has not been available for a period of not less than six (6) months, shall be presumed to be abandoned. The City of Madras may remove any abandoned sign and may place a lien against the property where the sign is located. The amount of the lien shall be the cost and expenses reasonably incurred by the City of Madras in removing the~~

~~abandoned sign.~~

~~8-9.6.3~~

~~Madras Ordinances~~

~~8-9.6.5~~

~~The City of Madras may remove any sign which is erected or placed upon premises after the effective date of this ordinance without a permit. The city may place a lien against the property upon which the sign was located for the reasonable costs and expenses incurred by the city in removal of said sign.~~

SECTION 6.4 SIGN MAINTENANCE REQUIREMENTS

~~A. All signs within the city limits shall be maintained in a secure and safe manner. Maintenance includes minor repairs necessary to maintain the sign in its original state.~~

~~B. Maintenance to pole~~ C. Pole signs located in the Downtown Commercial (C-2) zone ~~shall be allowed~~ are permitted to:

- ~~1) be maintained as defined in Section 8-9.6.4(A) of this Ordinance; and~~
- 2) change the business name and logo on existing pole signs so long as the use of a building does not change (i.e. retail to retail); without application for a new sign permit. A change in use of a building requires all signage to comply with all requirements of this ~~ordinance~~ Ordinance. A change of use shall be determined by the difference in the minimum number of required off-street parking spaces between the previous and proposed use as required in Table 4.5-1 Section 8-12.4.5 of the ~~City of Madras~~ City of Madras Zoning Ordinance. If there is a difference in the minimum number of required off-street parking spaces, it shall constitute a change of use for only the purposes Sign Maintenance Requirements of this Ordinance.

D. For signs subject to permitting requirements, changes to interchangeable panels or other alterations to the face of a sign shall also be subject to the permitting requirements in Section 5.1 above.

[Section 6.1, paragraph 1, amended by Ordinance No. 815, passed February 24, 2009.]

SECTION 6.2 DAMAGED SIGNS

Any sign that is damaged by over fifty-one percent (51%) of the replacement cost of the sign shall not be eligible for repair, but shall be immediately removed. Any replacement signs shall conform to the standards of this Ordinance and be subject to the same permitting requirements as if the sign were new.

SECTION 6.3 SIGN MAINTENANCE REQUIREMENTS

A. All signs within the City Limits shall be maintained in a secure and safe manner.

Maintenance includes minor repairs necessary to maintain the sign in its original state.

~~[Subsection B Added by Ordinance No. 815, February 24, 2009]~~

~~C.~~ Portable ~~B. Temporary~~ and freestanding signs shall be kept clear of rubbish and weeds. All other signs shall be securely mounted to a structure. If any sign is found not to be securely mounted, or if it is a hazard, the ~~owner~~Owner shall be notified and shall be instructed to secure the sign. ~~If the owner~~An Owner shall ~~fail or neglect to~~ secure the sign ~~after~~within ten (10) days ~~previous~~of notice, ~~the city may remove the sign.~~

~~If the city is required to remove any sign pursuant to this section, the city may place a lien against the property upon which the sign is located for the reasonable costs and expenses incurred by the city in removal of the sign.~~

SECTION 6.54 PERMIT FEE SCHEDULE

The ~~Common~~City Council ~~of the City of Madras~~ shall establish, and from time to time revise, a permit fee schedule for ~~sign~~all permits issued under this ~~ordinance~~Ordinance. The fee schedule shall be reasonably related to the costs and expenses incurred by the City ~~of Madras~~ for administration of this ~~ordinance~~Ordinance, and a minimum permit fee shall be established by the City Council.

SECTION 6.65 ENFORCEMENT; PENALTIES

~~This ordinance~~Any violation of this Ordinance is hereby deemed a nuisance with each violation and each day that a violation persists constituting a separate offence. All violations shall be subject to the enforcement procedures, fine amounts, and penalties set out in the Nuisance and Abatement Ordinance. Violations may be enforced by Court proceedings ~~and or~~ by any other remedy available to the City ~~of Madras~~, in law or in equity, including, but not ~~necessarily~~ limited, to the filing of property liens and foreclosure thereof in the appropriate courts. For any violation of this ~~ordinance~~Ordinance, the ~~owner~~Owner and/or tenant of the property where the violation occurred may be cited to appear in court to answer a complaint filed on behalf of the City ~~of Madras~~.

SECTION 6.7 PENALTIES

~~Upon any conviction for a first violation of this ordinance, the court may impose a fine not to exceed \$150. For any subsequent violation and conviction thereof, the violator may be fined up to \$250. Each day that a violation of this ordinance continues may be considered a separate violation and a separate citation may be issued to the responsible party.~~

ARTICLE 7: VARIANCE

SECTION 7.01 AUTHORIZATION TO GRANT OR DENY VARIANCES

An applicant for a sign permit or an applicant owning or leasing a sign that is not in compliance with the provisions of this ~~ordinance.~~Ordinance may ~~seek~~apply for a variance ~~to the provisions of this ordinance.~~The

~~SECTION~~Planning Commission may authorize a variance from the requirements of this ordinance. To support such a request, the applicant must show that owing to special and unusual circumstances related to a specific lot, strict application of the ordinance would result in practical difficulties or cause undue or unnecessary hardship. No variance shall be granted to allow the use of property for a purpose not authorized within the zone in which the proposed use would be located. In granting a variance, the Planning Commission may attach conditions which it finds necessary to protect the best interest of the surrounding property or vicinity and which otherwise achieves the purpose of this ordinance.

~~SECTION 7.1~~ CIRCUMSTANCES FOR GRANTING A VARIANCE

~~A variance may be granted upon a finding that all of the following circumstances exist:~~

- ~~A. The request will be the minimum variance necessary to alleviate the hardship or practical difficulties faced by the applicant in meeting the requirements of this ordinance.~~

~~8-9.7.1~~ Madras Ordinances ~~8-9.7.3~~

- ~~B. There are exceptional or extraordinary circumstances that apply to the property which do not apply generally to other properties in the same zone or vicinity, and result from lot size or shape, topography or other circumstances over which the owners of the property have no control.~~
- ~~C. The variance is necessary for the preservation of a property right of the applicant substantially the same as owners of other property in the same zone or vicinity possess.~~

7.2 APPLICATION FOR A VARIANCE

Applications for a minor or major variance, as those terms are defined in the Zoning Ordinance, from the provision of this Ordinance shall be processed in accordance with the procedures and criteria for a variance set out in the Zoning Ordinance.

~~An appeal from a ruling of the City Administrative Officer, Planning Director or the Site Plan Review Committee regarding a requirement of this ordinance shall be filed with the Planning Commission.~~

~~SECTION 8.2~~ APPEAL REQUIREMENTS

~~Any aggrieved interested party may appeal an action or ruling of the Planning Commission pursuant to this ordinance within fifteen (15) days after the Planning Commission has rendered its written a final decision. Written notice of the appeal shall be filed with the City Recorder. If the appeal is not filed within the fifteen (15) day period, the~~ of the Community Development Director to the Planning Commission and/or a decision of the Planning Commission ~~shall be final.~~ to the City Council by filing an appeal in the manner prescribed for appeals in the Zoning Ordinance. If the appeal is not appropriately filed, the decision shall be final. If an appeal is filed, the ~~City Council shall receive the decision and findings from the Planning Commission and~~ appropriate hearing body shall conduct a public hearing ~~on the~~ and process the appeal in accordance with the procedures for an appeal set out in the Zoning Ordinance.

ARTICLE 9: MISCELLANEOUS

SECTION 9.1 SEVERABILITY; CORRECTIONS.

If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

SECTION 9.2 RESTATEMENT

This Ordinance amends and restates Ordinances Nos. 468, 537, and 693 and supersedes any ordinance, resolution, and/or policies in conflict with the amendments. The provisions of other City ordinances that are not amended or modified by this Ordinance remain unchanged and in full force and effect.

SECTION ~~8~~9.3 EMERGENCY CLAUSE

It is hereby determined and declared that existing conditions are such that it is necessary for the immediate preservation of the peace, health, general welfare, and safety of the City ~~of Madras~~ that an emergency be declared to exist; therefore this ~~ordinance~~ Ordinance shall be in full force and effect immediately upon and after its passage by the Council and approval by the Mayor of the City of Madras, Oregon.

~~PASSED~~ by ~~the~~ Council and ~~approved~~ by the ~~Mayor~~ on ~~May 28, 2002.~~ ~~(Passage ratified on June 11, 2002.)~~ _____, 2015.

**CITY OF MADRAS
City Council Report**

Date Submitted: April 19, 2016
Agenda Date Requested: April 26, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **Community Development Department FY 2015-16 3rd Quarter City Council Report.**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|--------------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input checked="" type="checkbox"/> | No Action - Report Only | | |

REPORT:

The Community Development Department provides a quarterly report to the City Council on current projects, long-range planning projects, land use applications being processed, building permit activity, and code enforcement. This report provides information on the third quarter of Fiscal Year 2015-16.

Current Projects:

The Department is currently working on 12 projects (see Table 1 below). These projects are related to Long-Range Planning, Current Planning, the Madras Redevelopment Commission, and Code Enforcement. The projects tend to be large strategic projects related to key planning, economic development, or administrative projects related to the City Council's Annual Strategic Implementation Plan. The Community Development Department continues to facilitate the permitting of the St. Charles Hospital addition. The Department is also supporting the Daimler project and preparing for the UGB expansion to include the test facility. The Department is working on several long-range planning projects that include the Waste Water Master Plan, Transportation System Plan, and Urban Revitalization Action Plan.

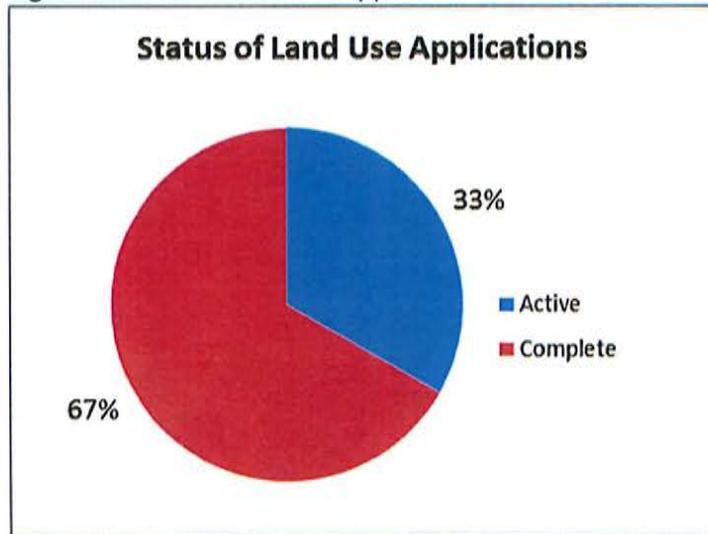
Table 1. Current Community Development Dept. Projects

Sign Ordinance amendments	Council to consider draft amendments on April 26th
Goal 9: Industrial Lands/EOA Update	Council to reconsider EOA to include Site Needs for Daimler on 5/10/16
TSP Update	Next TAC & PAC Meetings on 5/26/16
Flood Insurance Rate Map Letter of Map Revision (509J)	N.Snead coordinating with FEMA Map Service Center
Regional Large Lot Industrial/Airport UGB Expansion	COIC application filed on 4/15/16; COIC Board meeting to consider on May 5, 2016
Madras Hotel/Motel Land Use Review	Nothing additional to report at this time
Waste Water Master Plan update	N.Snead preparing Memo for City Engineer
Industrial Zone Development Regulation Amendments	Delayed until Revisions to EOA are re-approved.
US Hwy 97/J St. Business Directory Signs	AmeriTitle permit issued. No other businesses have applied to date
Airport Noise Protection Regulations	N.Snead to schedule public outreach meetings, Coordinating with Janet Brown.
Confederated Tribes of Warm Springs Truck Stop Project	Staff coordinating with City Attorney to discuss removal of easement.
179 "D" Street Code Enforcement	Staff conducted Site Visit 4/12 to Scope trash removal from basement. Working on cost estimate for removal of trash from basement.
283 "H" Street Code Enforcement	Working with City Attorney for ability to file claim against estate.
Potter Property Blight Removal	MRC approved Loan Documents; Structures to be burned by JCFD on 5/21/16.
Commercial Development Recruitment Specialists	Refining Scope of Work that will be used for RFQ.
Scope Costs (Fixed & Reoccurring) for Planning Comm. IPads	Work with Covenant & Sara for cost to evaluate cost effectiveness of IPads for PC.
Installation of Hanging Flower Baskets on J Street Project	Public Works is obtaining quote from GTI to install irrigation in Decorative Light Poles.
Wireless Microphone & Projector Screen fixes in Chambers	Contractor scheduled to be on-site 5/3/16
Recreational Marijuana Regulations	Finalizing RMAC Member Application Form; Requesting feedback from City Council on 4/26/16 regarding Advisory Committee meeting schedule & appointments to Committee.

Active Land Use Applications:

The Community Development Department has received 6 land use applications since January 1, 2016. Currently the Department has issued 4 approvals (Figure 1) since January 1, 2016 and has 2 active applications. The Department has established internal permitting goals for sign permits, site plan review, and lot line adjustments. The Department finds that these applications are indicative of the Department's permitting performance. In general, the Department is, in general, meeting its permitting goals as shown in Table 1 below.

Figure 1. Status of Land Use Applications



N = 6

Table 1. Permitting Performance vs. Goals

Application Type	# of Applications ¹	Avg. Approval Time (days)	Goal (days)
Sign Permits	2	45 ²	7
Site Plan Review	1	20	45
Lot Line Adjustment	0	0	30

¹since January 1, 2016.

²Sign Permit for Diamond Tree Medical Marijuana Dispensary did not provide required information in timely manner.

Building Permit Activity:

Since January 1, 2016, the Community Development Department has received 9 Building Permits for review and approval. Three (3) single family dwellings were permitted by the Department since January 1, 2016. While this is not a large amount of home being constructed, compared to the previous six months it is significant increase in housing construction. It is difficult to draw any conclusions or identify any trends in building permits based on the building permit activity since July 1, 2015. Staff finds it to be difficult to predict future building permit activity based on current permit activity since July 1, 2015 and historical building permit activity data. Accordingly, the Department assumes that future building permit activity will continue to be sporadic and unpredictable.

Code Enforcement:

The Community Development Department has 31 open Code Enforcement cases that were filed prior to July 1, 2015 and continues to work with property owners and residents to achieve voluntary compliance. Since July 1, 2015, the Department has received 17 Citizen Complaints that become a Code Enforcement "case". Of those cases, 3 have been closed as compliance was achieved while there are 20 cases remain open while staff works with property owners and residents to achieve voluntary compliance. There are several open cases the Department is working that involve abandoned and derelict buildings, trash/garbage, attractive nuisances, and land use violations.

CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016
Agenda Date Requested: April 26, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **Review and Prioritization of Community Clean-up Efforts and Resources.**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | | |

OVERVIEW:

The Community Development Department is working to resolve two cases that involve significant Nuisance and Abatement Ordinance violations that require the City to abate the nuisances. The City funds abatement efforts with Community Clean-Up funds, which are limited. Staff would like to discuss the circumstances of the two cases and the City's funding limitations with the City Council pursuant to the City Council prioritizing abatement efforts between the two cases.

DISCUSSION:

Staff requests the City Council prioritize the use of Community Clean-Up funds for Nuisance and Abatement between the properties located at 179 SE D and 283 SW H Street. Below is an overview of the two cases.

179 SE D Street:

Overview:

- The City has spent \$3,494.31 on abatement efforts to date (Attachment A).
- There is trash that remains in the basement that is causing mild odors that are only observed from within the structure.
- A nearby resident would like the trash removed from the basement and ultimately, the structure to be removed.
- An additional \$2,000.00 is estimated to remove the trash from the basement.

Findings:

- To date the City has spent \$3,494.31 on abatement efforts.
- January through March of 2016 the City and the Jefferson County Parole and Probation work crew removed trash on the property and from the structure on the property. Additionally, trash and partially demolished structure were removed from the property (Attachment A).
- A nearby resident has made a request to staff that the trash that remains in the basement be removed to address his concerns for the odors and pests (i.e. animals and insects) that may arise as a result from the trash in the basement not being removed.
- The City Administrator and the Community Development Director conducted a site visit on April 12, 2016 and found (1) the basement was filled with trash; (2) there are odors coming from the trash in the basement however they were only observed when inside the structure; (3) no evidence of rodents or other unwanted pests were observed.
- In approximately October of 2016 Jefferson County will take ownership of the property, if the property taxes remain unpaid in full.
- Upon taking ownership of the property, Jefferson County has two general options: 1) sell the property as is; or 2) take action to remove the structure through demolition or requesting that the Jefferson County Fire District burn the structure.

Recommendation:

- No further action at this time.

283 SW H Street:

Overview:

- A significant amount of trash has accumulated on the property (Attachment B).
- In February 2016 the Community Development Department sent notice to the property owner and their legal counsel.
- The property owner has not removed the trash from the property as requested in the February 2016 notice sent by the Community Development Department.
- Staff estimates the cost to remove the trash from the property to be \$3,000.00-\$5,000.00.

Findings:

- A very large amount of trash has accumulated on the property.
- Staff does not know if this has occurred as a result of the property owner or illegal dumping.
- In February of 2016, the Community Development Department sent a Notice of Violation to the property owner and their legal counsel.
- No response from the property owner and their legal counsel was received by the Community Development Department
- No abatement actions were taken by property owner and their legal counsel.
- Staff considers the property owner to be unresponsive.
- The cost to remove the trash from the property is estimated to be \$3,000-\$5,000.00.
- Any abatement efforts to remove the trash would commence on or after July 1, 2016.

Recommendation:

- The City abates the nuisance by removing the trash starting in July 1, 2016.

Resource Limitations:

There are approximately \$600.00 Community Clean-Up funds available that can be used for abatement of nuisances before June 30, 2016. On July 1, 2016, there will be \$3,000-\$5,000.00 available for nuisance abatement. There is insufficient funding to remove the trash from the basement at 179 SE D Street and remove the trash at 283 SW H Street.

OPTIONS FOR COUNCIL ACTION:

The City Council may take anyone of the following actions on this matter:

1. Direct staff to remove the trash from the basement at 179 D Street and not remove the trash at 283 SW H Street until such time there is sufficient Community Clean-Up funds available.
2. Direct staff to remove the trash from 283 SE H Street and not remove the trash at 179 D Street until such time there is sufficient Community Clean-Up funds available.

SUMMARY:

A. Fiscal Impact:

\$3000.00-\$5,000.00 in FY 2016-17 for 283 SW H Street.

B. Funding Source:

Internal Services Central Services, Materials and Services, Community Clean-Up
Budget Line Item: 802-101-520-1203

C. Explanation of Impact:

Formal City Council action will identify which property the City will expend limited resources to abate significant nuisance violations.

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

Discussion: The abatement of the nuisances at 179 SE D Street or 283 SW H Street are not objectives on the FY 2015-16 or proposed FY 2016-17 Annual Strategic Implementation Plans.

E. Supporting Documentation:

Attachment A: 179 SE D Street Nuisance Abatement Photos
Attachment B: 283 SW H Street Nuisance Abatement Photos

STAFF RECOMMENDATION:

That the City Council take formal action to direct staff to remove the trash from 283 SE H Street and not remove the trash at 179 D Street until such time there is sufficient Community Clean-Up funds available.

MOTION FOR COUNCIL ACTION:

I move that the City Council take formal action to direct staff to remove the trash from 283 SE H Street and not remove the trash at 179 D Street until such time there is sufficient Community Clean-Up funds available.

ATTACHMENT A



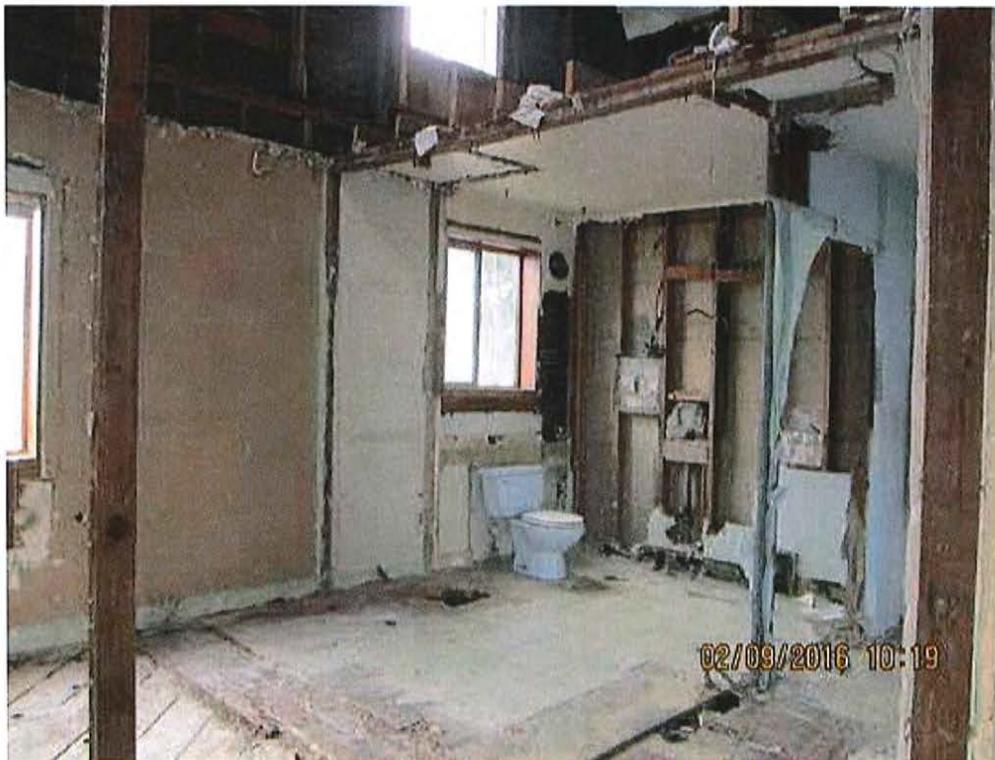
ATTACHMENT A



ATTACHMENT A



ATTACHMENT A



ATTACHMENT A



ATTACHMENT B



ATTACHMENT B



ATTACHMENT B



ATTACHMENT B



CITY OF MADRAS
Request for Council Action

Date Submitted: April 20, 2016
Agenda Date Requested: April 26, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **Recreational Marijuana Advisory Committee - Update**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | | |

OVERVIEW:

At the April 12, 2016 the Community Development Director presented a draft resolution to the City Council that would enact an advisory committee to be formed to develop Recreational Marijuana Zoning, Time, Place, and Manner regulations that the Planning Commission and City Council would ultimately consider. Staff requests clarification from the City Council on the manner in which they would like to appoint members to the Recreational Marijuana Advisory Committee (RMAC) through formal Council action to approve the enacting resolution. Staff also will inform the Council on the revised RMAC meeting schedule.

DISCUSSION:

The need for a resolution to enact the RMAC is to communicate to the RMAC that the City Council intends to develop Recreational Marijuana Zoning, Time, Place, and Manner regulations prior to the November 2016 vote that will determine if Recreational Marijuana will be allowed to be grown, processed, and sold in the City. The draft resolution presented to the City Council on April 12, 2016 (Attachment A) included space for the names of the RMAC members. As reported by staff to the Council, the members of the RMAC were not known at the April 12, 2016 Council meeting. Staff did not realize that resolution would need to have the specific names of the RMAC stated in the resolution. This requirement will delay the final resolution being presented to the Council for approval.

Moving forward, the concern is that staff cannot finalize the resolution without selecting members of the

public (i.e. 2 citizens and 3 marijuana industry representatives). Furthermore, staff is concerned that there may be a misunderstanding between staff and the Council on the process by which the two citizens and three marijuana industry representatives would be selected and appointed to the RMAC.

Staff recommends that the Council authorize staff to take the following actions sequentially to enact the RMAC and allow their meetings to commence:

1. Solicit interest from citizens and marijuana industry representatives.
2. Select two citizens and three marijuana industry representatives in a manner that provides a diversity of interests, experience, and perspectives.
3. Staff will present a final draft of the resolution that will enact the RMAC to the City Council at their May 10, 2016 meeting.
4. Commence RMAC meetings on June 9, 2016 (Attachment B).

OPTIONS FOR COUNCIL ACTION:

The City Council may take any one of the following actions on this matter:

1. Direct staff to solicit and select interested citizens and marijuana industry representatives that provides a diversity of interests, experience, and perspectives, and present a resolution with the names of those individuals that have been selected to serve on the RMAC at the May 10, 2016 meeting.
2. Direct staff to solicit interested citizens and marijuana industry representatives that provides a diversity of interests, experience, and perspectives and present the Council the list of those interested in serving on the RMAC. The Council would then select those from those who have submitted an application to serve on the RMAC. The Council would then instruct staff to finalize the resolution and present it to the Council at the May 24, 2016 City Council meeting for approval.

SUMMARY:

A. Fiscal Impact:

N/A

B. Funding Source:

N/A

C. Explanation of Impact:

Formal City Council action will identify which property the City will expend limited resources to abate significant nuisance violations.

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

Discussion: Enacting the Recreational Marijuana Advisory Committee or adopting Recreational Marijuana regulations is Objective No. 3.3 in the draft FY 2016-17 Annual Strategic Implementation Plan.

E. Supporting Documentation:

Attachment A: Draft Recreational Marijuana Advisory Committee Resolution

Attachment B: Revised Recreational Marijuana Advisory Committee meeting schedule

STAFF RECOMMENDATION:

Direct staff to solicit and select interested citizens and marijuana industry representatives that provides a diversity of interests, experience, and perspectives, and present a resolution with the names of those individuals that have been selected to serve on the RMAC at the May 10, 2016 meeting.

MOTION FOR COUNCIL ACTION:

I move that the City Council direct staff to solicit and select interested citizens and marijuana industry representatives that provides a diversity of interests, experience, and perspectives, and present a resolution with the names of those individuals that have been selected to serve on the RMAC at the May 10, 2016 meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MADRAS ESTABLISHING THE RECREATIONAL MARIJUANA ADVISORY COMMITTEE; AND PRESCRIBING THE COMMITTEE'S RESPONSIBILITIES AND DUTIES.

WHEREAS, the City of Madras (the "City") has the authority to adopt zoning regulations and reasonable time, place, and manner restrictions concerning the operation of recreational marijuana establishments in the City; and

WHEREAS, the Madras City Council (the "City Council") is aware of concerns raised by community members relating to the establishment and operation of recreational marijuana establishments within the City; and

WHEREAS, the City Council desires to establish a citizen advisory committee to work with knowledgeable members of the community to, among other things, (a) assist the City in developing reasonable time, place, and manner regulations and (b) provide advice to the City Council on recreational marijuana-related matters concerning or affecting the City; and

WHEREAS, the City Council's goal is to adopt zoning and reasonable, time, place, and manner regulations prior to the general election on November 8, 2016, at which time the Madras voters will determine whether to prohibit the establishment and operation of recreational marijuana producers, processors, wholesalers, and retailers in the City.

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

- Section 1. Findings. The above-stated findings are hereby adopted.
- Section 2. Creation and Membership. This Resolution No. _____ (this "Resolution") hereby establishes the Recreational Marijuana Advisory Committee ("RMAC"). The RMAC will operate subject to, and in accordance with, this Resolution. The RMAC will have 11 members. Members are appointed by City Council and consist of those individuals on the attached Exhibit A.
- Section 3. Term. Each member is appointed to serve on the RMAC commencing upon the adoption of this Resolution and ending on November 8, 2016, or until such earlier date as City Council determines.
- Section 4. Committee Duties. The RMAC will act as an advisory body to the City of Madras Planning Commission (the "Planning Commission") and City Council. To this end, and except as otherwise provided or directed by the City Council from time to time, the RMAC will have the following advisory duties and responsibilities: (a) provide advice to the City Council and the Planning Commission on general recreational marijuana-related matters concerning or affecting the City; (b) formulate reasonable time, place, and manner regulations for City Council's consideration; (c) recommend specific City of Madras Zoning Ordinance regulations; and (d) recommend a separate permitting or licensing process for recreational marijuana establishments.

ATTACHMENT A

- Section 5. Officers; Duties of Chair and Vice-Chair. The RMAC will, at its first meeting, elect a chair, vice-chair, and secretary. The chair and vice-chair will hold office at the pleasure of the Committee. The secretary need not be a member of the RMAC. A majority of the members will constitute a quorum. The chair will call RMAC meetings, preside at all meetings, and sign all correspondence on behalf of the RMAC. The vice-chair will perform the duties of the chair in the absence of the chair and such other duties as may be assigned by the chair from time to time
- Section 6. Authority. The RMAC will operate at the direction of the City Council and in conformance with, and subject to, this Resolution, Oregon law, and any and all City rules, procedures, resolutions, and ordinances now in force and/or which may hereafter be created, amended, modified, enacted, or promulgated. The RMAC has no authority to bind the City or represent to any person that the RMAC may bind the City. The RMAC has no authority to make expenditures on behalf of the City, or to obligate the City for payment of any sums of money, unless and until the City Council has authorized such expenditures by appropriate ordinance or resolution (which ordinance or resolution will provide the administrative method by which funds will be drawn and expended).
- Section 7. Committee Meetings. The RMAC will, at its first meeting on May 19, 2016, schedule at least one meeting. A majority of members will constitute a quorum. A majority vote of a quorum will be necessary to act on any matter before the RMAC. In addition to any other duties or responsibilities assigned to the members under this Resolution, each member must regularly attend RMAC meetings and must notify the Community Development Director when he or she will be unable to attend an RMAC meeting. In addition, if requested by the City Council, one or more members will attend any City Council meeting that relates to recreational marijuana issues that may impact or affect the City. Prior to each RMAC meeting, members will review all pertinent written documents in preparation for deliberation and decision making. All Committee recommendations and suggestions made to the City Council will be in writing. All meetings of the RMAC will be held in accordance with applicable Oregon law.
- Section 8. Conflicts of Interest. A member will not participate in any RMAC proceeding or action in which the member has a conflict of interest.

(end of resolution – signature page immediately follows)

ATTACHMENT A

ADOPTED by the City Council of the City of Madras and signed by the mayor this ____ day of _____, 2016.

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

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

DRAFT

Exhibit A

RMAC Members

DRAFT

City of Madras

RECREATIONAL MARIJUANA ADVISORY COMMITTEE SCHEDULE

*****Dates, Time, and Agendas Subject to Change*****

Meeting 1: June 9, 2016

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Background Information & Data Collection.

1. Approval of RMAC Rules & Procedures
2. Oregon Liquor Control Commission - Outline recreational marijuana program, regulations, enforcement, etc.
3. Discussion of Council approach to date.
4. Identification of Issues & Concerns to Address
5. Community Survey

Meeting 2: June 23, 2016

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Zoning Regulations.

1. Recap of Previous Meeting
2. Community Survey Results
3. Commercial Zones (C1, C-2, C-3, MUE).
 - a. Permissible uses – retail, manufacturing, processing.
 - b. Locations.
 - c. Development Regulations
4. Industrial Zone (I)
 - a. Permissible uses – manufacturing, processing of raw materials, wholesale warehousing/distribution
 - b. Development Regulations
5. Public Comments

Meeting 3: July 6, 2016

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Zoning Regulations (continued).

1. Commercial Zones.
 - a. Permissible uses – retail, manufacturing, processing.
 - b. Locations.
2. Mixed Use Zones (ME, MR, PO)
 - a. Permissible uses – retail, manufacturing, processing.
 - b. Locations.
3. Industrial Zones (IL, IG)
 - a. Permissible uses – manufacturing, processing of raw materials, wholesale warehousing/distribution
4. Public Comments

Meeting 4: June 20, 2016

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Time, Place, & Manner Regulations for Licensing.

1. Review of License application requirements
2. Review & Discussion on Time, Place, and Manner regulations.
3. License approval, denial, revocation, appeal.
4. Public Comments

Meeting 5: August 4, 2016 IF NEEDED

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Time, Place, & Manner Regulations for Licensing (continued).

1. Review of License application requirements
2. Review & Discussion on Time, Place, and Manner regulations.
3. License approval, denial, revocation, appeal.
4. Public Comments

Meeting 6: August 18, 2016 IF NEEDED

4:00 pm. Council Chambers

125 SW E Street, Madras

Agenda Topics: Discussion & action on any unfinished business of the RMAC

Planning Commission Schedule

September 7, 2016 – Marijuana Land Use Regulations – first evidentiary hearing.

September 21, 2016 – second hearing as necessary.

City Council Hearing Schedule:

September 27, 2016 – First Marijuana Business Regulations Hearing

October 11, 2016 – Second hearing as necessary.

CITY OF MADRAS
No Action- Report Only

Date Submitted: April 19, 2016

Agenda Date Requested: April 26, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burrell

From: Finance Director, Brandie McNamee

Subject: **Summary of Third Quarter Financial Report- as of March 30, 2016**

TYPE OF ACTION REQUESTED: (Check One)

No Action - Report Only

Consent Agenda

DESCRIPTION: Attached is a Snapshot of the Financial Operations illustrating the current year to date financial results as of March 30, 2016. Overall fund levels expended are less than appropriation and budgeted revenue has come in as expected thus far. Seventy five percent (75%) is the general rule to measure progress against and the attached illustrates that in a red or green format.

STAFF ANALYSIS: Refer to the attached snapshot for a detail of fund analysis.

SUMMARY:

A. **Fiscal Impact:** None

B. **Supporting Documentation:** Attached snapshot and budget resolution compared to actuals.

RECOMMENDATION:

None- this is informational only. Feedback would be appreciated if there are additional materials Council would like to have reported on a quarterly basis.



**Operating
Financial Overview**

Period: 3rd Quarter
As of: 3/31/2016
Fiscal Year: 2015-2016

Key Financial Highlights:

- 75% is the percent measurement for 3rd quarter to track progress. Majority of all funds are within this spending balance and revenue has also been collected close or above the 75% target.
- All funds have positive fund balances. This is a major accomplishment. Prior to the Daimler project revenue being collected, some funds have been in a negative net fund balance since 2005. This is a major accomplishment to officially report all funds are in positive standing. This has been a reoccurring audit comment every year that positive fund balances need to be attained.
- The majority of significant expenses or capital items have been purchased for the year and minor spending is anticipated going into 4th quarter.
- The only major capital project in process is the "West Access Road- Daimler" project that is anticipated to be finished by August 2016 (prior to the airshow hopefully). 35% is relected in FY15-16 and the remaining 65% will be carried over into fiscal year 16-17.

Major Revenue Comparison:

	YTD Actuals	YE Budget	% Collected
Property Tax Collections- General	\$ 1,135,566	\$ 1,195,000	95%
Franchise Fees	\$ 566,364	\$ 782,800	72%
Sewer Utility Fees	\$ 2,195,579	\$ 2,800,000	78%
Water Utility Fees	\$ 378,184	\$ 520,000	73%

Operating Budget to Actual Comparison by Program (\$ in thousands) ^

	YTD Actuals	YE Budget	% Spent*
General Fund			
Police Administration	\$ 826	\$ 2,034	41%
Administration	\$ 42	\$ 91	46%
Parks	\$ 159	\$ 240	66%
Industrial	\$ 27	\$ 50	54%
Tourism/Economic Development	\$ 83	\$ 159	52%
Water Funds			
Water Operations	\$ 338	\$ 513	66%
SDC Water Improvement	\$ -	\$ 25	0%
Sewer Funds			
Waste Water Operations	\$ 1,697	\$ 2,329	73%
WW SDC Improvement	\$ 11	\$ 11	98%
WW SDC Reimbursement	\$ -	\$ 0	0%
Airport Funds			
Airport Operations	\$ 1,095	\$ 3,475	32%
Airport Construction	\$ 6	\$ 9	75%
Internal Service Funds			
Central Services	\$ 703	\$ 1,027	68%
Public Works	\$ 1,044	\$ 1,446	72%
Building	\$ 112	\$ 193	58%
Fleet	\$ 345	\$ 477	72%
Special Revenue Funds			
Community Development	\$ 241	\$ 358	67%
Transportation Operations	\$ 778	\$ 1,091	71%

^ does not include debt service, transfers, or contingency

* Percents are reflected as YTD Actuals divided by YE Budget

over 75%	RED
under 75%	GREEN

<u>General Fund</u>	Year to Date	Budget	Internal Service Funds	Year to Date	Budget	
Police Administration	825,792	2,033,987	Central Services	703,463	1,027,058	68%
Administration	41,744	90,560	Public Works	1,043,956	1,445,697	72%
Parks	158,610	239,700	Building	111,552	193,131	58%
Industrial	26,797	49,840	Fleet	345,144	476,500	72%
Tourism/Economic Development	83,348	158,807	Debt Service	183,796	220,600	83%
Transfers Out	173,838	274,750	Transfers Out	157,640	206,949	76%
Contingency	-	129,450	Contingency	-	210,000	0%
TOTAL	\$ 1,310,129	\$ 2,977,094	TOTAL	\$ 2,545,551	\$ 3,779,935	

<u>Water Funds</u>	Year to Date	Budget	Debt Service Funds	Year to Date	Budget	
Water Operations	338,111	513,108	Materials and Services	450	500	90%
SDC Water Improvement	-	25,000	Debt Service (revenue bond)	37,950	181,500	21%
Debt Service	12,744	11,500	Transfers Out	3,315	3,315	100%
Contingency	-	70,000	TOTAL	\$ 41,715	\$ 185,315	
TOTAL	\$ 350,855	\$ 619,608				

<u>Sewer Funds</u>	Year to Date	Budget	Special Revenue Funds	Year to Date	Budget	
Waste Water Operations	1,696,667	2,328,711	Community Development	241,066	357,683	67%
WW SDC Improvement	10,789	10,960	Improvement Fee	-	-	
WW SDC Reimbursement	-	10	Transportation Operations	778,251	1,091,200	71%
Debt Service	376,112	482,800	Transfers Out	35,510	35,510	100%
Transfers Out	130,133	130,143	Contingency	-	363,205	0%
Contingency	-	128,338	TOTAL	\$ 1,054,826	\$ 1,847,598	
TOTAL	\$ 2,213,701	\$ 3,080,962				

<u>Airport Funds</u>	Year to Date	Budget	Capital Project Funds	Year to Date	Budget	
Airport Operations	1,095,444	3,474,802	SDC Park Improvement	-	5,000	0%
Airport Construction	6,406	8,541	SDC Street Improvement	-	-	
Debt Service	102,498	93,750	SDC Storm Water Improvement	-	-	
Contingency	-	44,922	SDC Street Reimbursement	-	10	0%
			Debt Service	73,068	175,300	42%
			Transfers Out	7,500	7,500	100%
			Contingency	-	53,898	0%
TOTAL	\$ 1,204,348	\$ 3,622,015	TOTAL	\$ 80,568	\$ 241,708	

