

CITY COUNCIL MEETING PACKET

SEPTEMBER 13, 2016



THE CITY OF **MADRAS**

City of Madras
Executive Session
City Council Meeting
City Council Chambers

September 13, 2016
6:00 p.m.
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 Vouchers
- B. Approval of Minutes From the August 23, 2016
City Council Work Session
- C. Approval of Minutes From the August 23, 2016
City Council Meeting
- D. Approval of Consent to Assignment Agreement
Exelis, Inc. to Harris Corporation
- E. Approval of Second Amendment to Professional Services Contract
Covenant Technology Solutions, Inc.
- F. Approval of Amendment No. 1 to Intergovernmental Agreement No. 30596
Oregon Department of Transportation (ODOT)
Highway 97 and S.W. "L" Street Sidewalk Improvement Project #2015-03

- G. Approval of Task Order #2 - Century West Engineering Corporation Under January 1, 2016 Master Agreement for Airport Engineering Services Madras Municipal Airport Exhibit "A" - Airport Property Plan Update
- H. Ratification of Contract Amendment No. 6 to Professional Services Contract Century West Engineering - Madras Municipal Airport Environmental and Cultural Resources Screening for Non-Federal Aviation Administration Department Projects - Wetland Delineation-Vehicle Dynamics Area and Test Loop
- I. Approval of Intergovernmental Agreement for Administrative Services Between City of Madras and Madras Redevelopment Commission

IV Visitor Comments

V Solar Eclipse Planning Update (VERBAL)

City Administrator, Gus Burril

VI Discussion - Former Thomas Sales and Service Lot Structure (VERBAL)

City Administrator, Gus Burril

VII Ordinance No. 890 - Second and Final Reading

An ordinance of the City of Madras amending Ordinance No. 889 and declaring an emergency.

[Ordinance No. 889 is an Ordinance of the City of Madras adopting the 2015 updated Economic Opportunities Analysis, adopting amendments to the Goal 9 (Economic Development) element of the City's Comprehensive Plan, amending the Madras Urban Area Comprehensive Plan and Zone Map, adopting text amendments to Ordinance No. 864, creating mixed use zones south of Fairgrounds Road and in the Madras Industrial Park, and declaring an emergency. (Passed by Council on June 14, 2016)]

1. Motion by Council to read Ordinance No. 890 by title only. Vote is then taken on the motion.
2. City Attorney or his designee will read Ordinance No. 890 by title only.
3. Motion by Council to approve and adopt Ordinance No. 890 (if Council so chooses).

4. City Recorder will then need to take a roll call vote.

Community Development Director, Nicholas Snead

VIII Oregon Ballot Measure 97 (fka Initiative Petition 28) (VERBAL)

City Attorney, Jeremy Green

IX Discussion - City Council's Formal Logo Attire (VERBAL)

Mayor Royce Embanks
HR and Administrative Coordinator, Sara Puddy

X Additional Comments, Announcements, and Department Reports

XI 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.

DISBURSEMENTS LIST - August 2016

For Council Review and Approval

101-106	General Fund - Police	83,952.87
204	Transportations Operations Fund	30,765.95
206	Parks Fund	10,961.63
207	Tourism/Economic Development	1,777.62
306	Debt Service Fund	0.00
401	SDC Street Improvement Fund	0.00
402	SDC Park Improvement Fund	0.00
403	SDC Wastewater Improvement Fund	0.00
404	Airport Construction Fund	9,546.46
405	SDC Water Fund	0.00
406	SDC Stormwater Construction Fund	0.00
407	SDC Wastewater Reimbursement Fund	0.00
408	SDC Street Reimbursement Fund	0.00
409	Improvement Fee Fund	0.00
502	Water Operations Fund	23,059.46
503	Wastewater Operations Fund	98,934.83
504	Industrial Site Fund	13,852.00
505	Community Development Fund	7,812.81
509	Airport Operations Fund	207,314.31
701/702	MRC	0.00
802	Internal Services Fund-Central Services	42,323.66
803	Internal Services Fund-Public Works Staff	47,805.96
804	Internal Services Fund-Buildings	32,704.01
805	Internal Services Fund-Fleet	81,573.01
999	Treasurer's Cash-Customer Refunds	676.07

GRAND TOTAL **693,060.65**

** Council Review and approval of payments made in the previous month**

Bank of America Purchase Cards

August 2016

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/1/2016	MADRAS TIRE FACTORY	MADRAS TIRE FACTORY - PO10921: Grader Tires	\$ 8,472.72
7/28/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK CENTER - PO10919: Diagnostic System	\$ 7,500.00
8/9/2016	PAPE MACHINERY	PAPE MACHINERY - PO10924: Grader Wheel Repair	\$ 4,482.64
8/4/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Dogwood/Runway/Beige	\$ 4,105.37
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Community Cleanup Dumps	\$ 3,488.00
8/12/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - PO10908: Replace Ducting @ SWWTP	\$ 3,390.00
8/4/2016	TRAFFIC SAFETY SUPPLY CO	TRAFFIC SAFETY SUPPLY - PO 10917: Solar Flashing Stop Signs	\$ 3,133.02
8/10/2016	BRENNTAG IN HOUSE	BRENNTAG - 1821 GAL Sodium Hypochlorite	\$ 2,832.92
8/22/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - Repair/Replace Ducting @ SWWTP	\$ 2,475.00
8/19/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Truck 48 Sludge Tanker WW Repair	\$ 2,426.00
7/27/2016	PAPE MACHINERY	PAPE MACHINERY - Repair Blade Side Shift Cylinder 570-A	\$ 2,360.73
8/17/2016	BRENNTAG PACIFIC	BRENNTAG PACIFIC - 1352 GAL Sodium Hypochlorite	\$ 2,168.37
8/18/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - City Hall/PD HVAC Motor	\$ 2,103.00
8/12/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - PO10910: Replace Ducting @ Pump Station	\$ 1,660.00
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (August)	\$ 1,538.88
8/8/2016	CONS SUPPLY BEND	CONS SUPPLY - Water Clamps	\$ 1,415.39
8/9/2016	VZWRLLS MY VZ VB P	VERIZON - PW Monthly Services, International Calling and New Phones	\$ 1,395.74
8/11/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Trk 72 Aqua Tech Fuel Gauge Service/Replace	\$ 1,385.42
7/23/2016	MC CROMETER CORP	MC CROMETER - Effluent Meter	\$ 1,324.62
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (August)	\$ 1,302.13
7/29/2016	SONSRAY MACHINERY LLC	SONSRAY MACHINERY - A/C Parts for 590 Back Hoe	\$ 1,239.79
7/29/2016	SONSRAY MACHINERY LLC	SONSRAY MACHINERY LLC - # 102 590 SL backhoe a/c parts	\$ 1,164.55
7/29/2016	MADRAS BODY AND GLASS	MADRAS BODY/GLASS - Body Repair on # 42 Pickup	\$ 1,144.60
8/16/2016	DELTA AIR	DELTA AIR - M.Rochelle: Resource Officer Training- Flight	\$ 1,081.20
7/29/2016	MILLER PAINT CORP	MILLER PAINT - Zone Marking Paint	\$ 1,073.50
7/26/2016	CASELLE	CASELLE - Monthly Support Services (August)	\$ 987.67
8/4/2016	ULINE SHIP SUPPLIES	ULINE SHIP SUPPLIES - Safety Can Container	\$ 874.73
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Airshow Agreement	\$ 864.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Time, Place and Manner Restrictions	\$ 856.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Time, Place and Manner Restrictions	\$ 856.00
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Park Litter Cans (July)	\$ 849.08
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (August)	\$ 828.63
8/16/2016	FIREPRO	FIREPRO - PW Building Annual Fire Extinguisher Review and Replacement	\$ 825.00
7/28/2016	USA BLUE BOOK	USA BLUE BOOK - Chlorine Injection Pump for NWWTP	\$ 782.53
7/29/2016	BULLET RENTAL AND SALES I	BULLET RENTAL/SALES - Boom Life Rental for GAB	\$ 725.00
7/28/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - Ignition Control Board for GAB A/C	\$ 694.95
8/7/2016	NORTHWEST SIGN RECYCLING	NORTHWEST SIGN RECYCLING - Stop Signs	\$ 617.61
8/18/2016	CARSON - CREDIT	CARSON OIL - 153 GAL Biodiesel and 97 GAL Non-Ethanol	\$ 568.40
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Land Use	\$ 552.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Land Use	\$ 552.00
8/3/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Golf Course Fertilizer	\$ 534.50
8/3/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Fuel Gauge Sending Defective #372	\$ 497.96
8/4/2016	MADRAS AUTO PARTS	MADRAS AUTO - Filters for Servicing	\$ 486.25
8/5/2016	CARSON - CREDIT	CARSON OIL - 148 GAL Biodiesel and 59 GAL Non-Ethanol	\$ 479.35
7/24/2016	SALISHAN SPA & GOLF RESRT	SALISHAN RESORT - R.Embanks: Lodging- Oregon Mayors Conf.	\$ 479.25
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - RMJ Advisory Committee	\$ 472.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - RMJ Advisory Committee	\$ 472.00
8/18/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Fueling Station Electrical Work	\$ 463.92
8/12/2016	EMBLEM ENTERPRISES INC	EMBLEM ENTERPRISES - Sleeve Patches	\$ 446.00
8/3/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Speed zone Herbicide	\$ 445.00
7/27/2016	USA BLUE BOOK	USA BLUE BOOK - Tub Housing and Grip Powder	\$ 442.89
8/10/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Diagnose Lights and AWAS Line and Replace Lights	\$ 435.87
7/27/2016	RIP Q SIGNS & GRAPHICS	RIP Q SIGNS & GRAPHICS - 50 10" Decals, 50 4" Decals	\$ 432.50
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Powerhead and Straight Line Trimmer	\$ 431.91
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Powerhead and Straight Line Trimmer	\$ 431.91
7/29/2016	CASELLE	CASELLE - Pro-rated Amount for Caselle Connect	\$ 425.00
7/29/2016	DETAIL PLUS	DETAIL PLUS - #69 and #99 Detail	\$ 425.00
8/10/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Surfactant Pellets	\$ 420.89
7/26/2016	PAPE MACHINERY	PAPE MACHINERY - Repair Wheel Lean Cylinder 570-A	\$ 413.25
8/12/2016	TS & S FORD	TS & S FORD - Ford Taurus Door Lock Repair	\$ 413.12
8/3/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - #72 Full Service and DOT Inspection	\$ 412.29
8/12/2016	TS & S FORD	TS & S FORD - #69 Repair Parts for Loud Noises	\$ 411.93
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Willowbrook Pump Station	\$ 400.00
8/16/2016	DOOLEY ENTERPRISES INC	DOOLEY ENTERPRISES - Ammunition 40 S&W 180	\$ 399.00
8/12/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - Diagnostic of VFD Fan	\$ 367.95
8/17/2016	TS & S FORD	TS & S FORD - #68 Installed Shift Cable	\$ 365.90
7/26/2016	PAPE MACHINERY	PAPE MACHINERY - Repair Circle Side Shift Cylinder on 570A	\$ 359.61
8/17/2016	DETAIL PLUS	DETAIL PLUS - #72 Car Detail	\$ 350.00

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8/3/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Repair Electrical on #72 Aqua Tech	\$ 347.50
8/22/2016	CARLSON TESTING INC	CARLSON TESTING - ODOT CDY Soils Technician	\$ 338.40
8/17/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD &Total Suspended Solids Test	\$ 328.00
8/13/2016	OMFOA	OMFOA - K.Hughes: OGFOA Conf.-Registration	\$ 325.00
8/9/2016	VENETIAN/PALAZZO ROOM RSV	VENETIAN - PO11009: M. Hansen: Caselle Conference-Lodging	\$ 320.76
8/5/2016	AMAZON MKTPLACE PMTS	AMAZON - Pedometers for Staff Benefit Fair	\$ 319.68
8/4/2016	OREGON ASSOC OF WATER UTI	OAWU - W.Brewer: Training: Registration	\$ 315.00
8/18/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Tk 48 Sludge Tanker Radiator Repair	\$ 314.12
8/2/2016	GALLS HQ	GALLS - 12 Sergeant Chevrons	\$ 312.75
8/2/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Reserve Officer Advertisement	\$ 304.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - County Draft, CAT-AG Lease, Meeting Prep	\$ 302.00
8/3/2016	USA BLUE BOOK	USA BLUE BOOK - Ear Plugs, Marking Paint and Lab Cylinder	\$ 300.58
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Employment Application	\$ 300.00
8/23/2016	RICOH USA, INC	RICOH - Central Service Copier Usage (July)	\$ 291.70
8/5/2016	PAYPAL MTHOODARTON	CARYN TILTON - PW Coaching and City Recruitment	\$ 290.00
8/5/2016	PAYPAL MTHOODARTON	CARYN TILTON - PW Coaching and City Recruitment	\$ 290.00
8/11/2016	CESSCO INC	CESSCO - Grader Case Repair	\$ 289.44
8/11/2016	RD MAC INC	RD MAC INC - Asphalt for Pot Holes	\$ 288.18
8/3/2016	DETAIL PLUS	DETAIL PLUS - Detail # 142	\$ 275.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Special Event Ordinance	\$ 272.00
8/2/2016	MADRAS MARINE INC	MADRAS MARINE - Hedge Trimmer for Parks	\$ 269.96
7/26/2016	PAPE MACHINERY	PAPE MACHINERY -Replace Cutting Edges 570-A Grader	\$ 267.06
8/12/2016	PAPE MACHINERY	PAPE MACHINERY - Daimler Machine Pickup	\$ 265.00
8/1/2016	DSU PETERBILT BASIN AVE	DSU PETERBILT - Throttle Switch for #53 Sweeper	\$ 255.45
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Renewal of FBO Mgmt. Services	\$ 255.00
7/27/2016	DETAIL PLUS	DETAIL PLUS - Detail # 74 Elgin Sweeper	\$ 250.00
8/9/2016	ALASKA AIR	ALASKA AIR - PO11009: M. Hansen: Caselle Conference	\$ 249.20
7/26/2016	TS & S FORD	TS & S FORD - Detail for # 108 and # 150 Pickups	\$ 249.00
8/12/2016	TS & S FORD	TS & S FORD - Taurus #147 Detail	\$ 248.99
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (August)	\$ 236.75
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Replace Broken Parts on Stihl Mower	\$ 231.99
8/4/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - LIG	\$ 230.58
8/5/2016	MADRAS TIRE FACTORY	MADRAS TIRES - #150 Repair on Rear End	\$ 227.05
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Stihl Hand Held Blower	\$ 224.96
7/27/2016	OFFICEMAX	OFFICEMAX - Yearly Copy Paper Purchase	\$ 223.43
7/26/2016	PAPE MACHINERY	PAPE MACHINERY - Repair Hydraulic Pump on 570A Grader	\$ 222.50
7/22/2016	HD FOWLER REDMOND	HD FOWLER - Meter Re-setter, Meter box and Lid	\$ 216.78
8/23/2016	RICOH USA, INC	RICOH - Police Dept. Copier Usage (July)	\$ 213.23
8/2/2016	USA BLUE BOOK	USA BLUE BOOK - Tub Housing and Grip Powder	\$ 205.42
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Shops Services (July)	\$ 203.86
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - First Aid Supplies for PW Building	\$ 201.70
7/22/2016	DETAIL PLUS	DETAIL PLUS - Detail Truck # 77	\$ 200.00
7/28/2016	DETAIL PLUS	DETAIL PLUS - Detail # 53 Schwartz Sweeper	\$ 200.00
8/1/2016	DETAIL PLUS	DETAIL PLUS - Sweeper Detail	\$ 200.00
8/4/2016	DETAIL PLUS	DETAIL PLUS - Detail for #69 Sweeper	\$ 200.00
7/22/2016	BI-MART	BI-MART - Canopies for BBQ	\$ 199.94
8/4/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Transportation Open House Event	\$ 199.00
8/19/2016	BENDBROADBAND BEND, OR	BENDBROADBAND- Antenna on Water Tower/Adams	\$ 195.00
7/25/2016	SW OFFICE SUPPLY/CASCADE	OFFICE SUPPLY/CASCADE -Ink, Shredder, Memory Card	\$ 189.36
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$ 186.67
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$ 186.67
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$ 186.66
7/22/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY COFFEE - Tea and Container	\$ 182.95
8/9/2016	DISCOUNTMUGS.COM	DISCOUNTMUGS.COM - Personalized City of Madras Pens	\$ 181.50
8/4/2016	FREDPRYOR CAREERTRACK	FREDPRYOR - R.Dehnert: Customer Service Training Registry	\$ 179.00
7/28/2016	CONSOL SUPP-BEND	CONSOL SUPP-BEND - Water Leak Repair Bands	\$ 177.90
8/17/2016	DETAIL PLUS	DETAIL PLUS - Airport Car Detail	\$ 175.00
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - First Aid Supplies for Golf Shop	\$ 174.50
8/10/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Disconnected and Reconnected Pump @ Golf Course	\$ 172.00
8/2/2016	OFFICESUPPLY.COM	OFFICESUPPLY - Binders	\$ 170.35
8/23/2016	RICOH USA, INC	RICOH - Public Works Copier Usage (July)	\$ 169.98
8/1/2016	EDGE ANALYTICAL	EDGE ANALYTICAL - Total Coliform/E Coli Testing	\$ 168.00
7/28/2016	BULLET RENTAL AND SALES I	BULLET RENTALS - Gloves	\$ 166.00
7/25/2016	PHILS HARDWARE	ACE - Rope for Flag Pole @ Veterans Park	\$ 163.53
8/2/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (August)	\$ 163.07
7/25/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD &Total Suspended Solids Test	\$ 162.00
7/27/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD &Total Suspended Solids Test	\$ 162.00
8/3/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD &Total Suspended Solids Test	\$ 162.00

Bank of America Purchase Cards

August 2016

Date	Payee	Description	Amount
8/17/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD & Total Suspended Solids Test	\$ 162.00
8/17/2016	AMERICAN ENERGY	AMERICAN ENERGY - 71 GAL Non-Ethanol: Airport Gas	\$ 161.60
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Remove Stuck Drive Shaft and Tube	\$ 160.50
8/17/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER/SUPPLY - Paper Towels, Toilet Paper and Soap	\$ 156.75
8/3/2016	DETAIL PLUS	DETAIL PLUS - #150 Detail and New Decals	\$ 150.00
8/1/2016	FREDPRYOR CAREERTRACK	FRED PRYOR - G.Poland-Training: Registration	\$ 149.00
8/5/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - City Hall: Creamer and Coffee	\$ 148.60
7/28/2016	ADT SECURITY	ADT SECURITY - PW Security System (August-October)	\$ 143.79
8/9/2016	SUNRIVER RESORT LODGE	SUNRIVER LODGE - T.McHaney: CJIS/OSP Conf. - Lodging	\$ 143.09
8/2/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (August)	\$ 137.99
7/28/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - SWWTP Exhaust Fan Repair	\$ 134.95
7/22/2016	THE BULLETIN-ADV	THE BULLETIN - Public Notice Full Run	\$ 131.63
7/27/2016	OFFICEMAX	OFFICEMAX - Yearly Copy Paper Purchase	\$ 129.90
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Bean Foundation MOU	\$ 128.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Bean Foundation MOU	\$ 128.00
7/21/2016	SALISHAN SPA & GOLF RESRT	SALISHAN RESORT - R.Embanks: Mayors Conf. - Lodging	\$ 125.00
7/27/2016	AMERICAN ENERGY	AMERICAN ENERGY - Airport Unleaded Ethanol	\$ 119.88
7/26/2016	MADRAS TIRE FACTORY	MADRAS TIRES - Flat Repair #102 590 Back Hoe	\$ 119.17
7/26/2016	MADRAS TIRE FACTORY	MADRAS TIRES - Tires for #138 Lawn Mower @ Airport	\$ 118.40
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (August)	\$ 118.36
8/17/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER/SUPPLY - Toilet Paper Dispenser	\$ 118.00
8/2/2016	R AND R PRODUCTS INC	R AND R PRODUCTS - Hose Nozzle	\$ 116.38
8/2/2016	OWPSACSTATE	OWPSAC STATE - Wastewater Treatment Book	\$ 115.00
8/19/2016	THOMPSON PUMP MADRAS	THOMPSON PUMP - Irrigation Parts for Dry Range	\$ 112.25
8/4/2016	PHILS HARDWARE	ACE - Boat Strap, Cum Along Puller, Tote and Trash Can	\$ 110.96
8/2/2016	MADRAS AUTO PARTS	MADRAS AUTO - Spark Plugs, Headlight and Spark Tester	\$ 110.07
8/13/2016	CENTURYLINK/SPEEDPAY	CENTURYLINK - Golf Course Phone Services (August)	\$ 108.98
8/10/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Replace Broken Covers and Tested Plugs	\$ 107.61
7/22/2016	AG WEST SUPPLY MADRAS	AG WEST - Replace Hose's on Back Hoe	\$ 106.00
8/13/2016	OMFOA	OMFOA - Annual Membership	\$ 105.00
8/3/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - #72 Engine Fan Repair	\$ 103.03
8/4/2016	MADRAS MARINE INC	MADRAS MARINE - Chain Saw Chains	\$ 100.80
8/22/2016	GALLS HQ	GALLS HQ - Hasmark Emblems for Uniforms	\$ 100.00
8/19/2016	Amazon.com	AMAZON - Staff Benefit Fair	\$ 99.99
8/8/2016	SOLAR GOES GREEN	SOLAR GOES GREEN - Flag Pole Light	\$ 99.95
8/12/2016	BI-MART	BI-MART - Paper Towels, Tissues, Gloves, Batteries, Cleaners	\$ 99.55
7/27/2016	RIP Q SIGNS & GRAPHICS	RIP Q SIGNS & GRAPHICS - We Support of Police Banner	\$ 99.00
7/27/2016	OFFICEMAX	OFFICEMAX - Yearly Copy Paper Purchase	\$ 98.72
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Annual Chain Saw Service and Repair Clutch	\$ 98.69
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - PD/CH Services (July)	\$ 98.66
8/10/2016	PHIL'S HARDWARE	ACE - Kenwood Park: Bungee Cord, Piping, Primer	\$ 98.02
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Airport T-Hanger Leases	\$ 96.00
8/4/2016	FERGUSON ENT	FERGUSON - Sewer Saddle	\$ 94.83
7/29/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - NWWTP Air Trap	\$ 94.00
8/8/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Airport Internet Services (August)	\$ 91.90
8/5/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY COFFEE - Plates and Coffee	\$ 91.75
7/28/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - SWWTP Install Exhaust Fans	\$ 89.95
8/18/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - Relocation of DDC to PD	\$ 89.95
8/18/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING/COOLING - Repair on Reset Units @ SWWTP	\$ 89.95
7/26/2016	MADRAS AUTO PARTS	MADRAS AUTO - V-Belts for Exhaust Fans @ SWWTP	\$ 88.54
7/26/2016	MADRAS AUTO PARTS	MADRAS AUTO - Hydraulic Oil for #106 570-A Grader	\$ 88.40
7/26/2016	SUBWAY	SUBWAY - City Council Work Session Meal	\$ 88.25
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Franchise Agreement: LightSpeed	\$ 88.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Franchise Agreement: LightSpeed	\$ 88.00
8/2/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (August)	\$ 87.81
8/17/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Fuel Storage Tank and Bypass Cap	\$ 87.50
7/21/2016	PHILS HARDWARE	ACE - Garbage Can, Trash Bags and Batteries	\$ 86.93
8/23/2016	RICOH USA, INC	RICOH - PW Building Copier Usage	\$ 84.77
7/22/2016	SAFEWAY	SAFEWAY - Employee Picnic Food and Paper Products	\$ 84.24
8/1/2016	EDGE ANALYTICAL	EDGE ANALYTICAL - Total Coliform/E Coli Testing	\$ 84.00
8/11/2016	PIZZA HUT	PIZZA HUT - Excel & Outlook Training at Public Works	\$ 82.70
8/11/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH Central OR Realtors Assoc. Conf. Gift Basket	\$ 82.49
8/4/2016	SUBWAY	SUBWAY - RMAC Snacks	\$ 80.00
8/4/2016	STAPLES DIRECT	STAPLES - Binders	\$ 79.98
8/23/2016	RICOH USA, INC	RICOH - Community Dev. Copier Usage (July)	\$ 76.88
8/18/2016	STAPLES DIRECT	STAPLES - 5" Binders	\$ 76.47
7/28/2016	IBS, INC.	IBS - Anti Static and Fog Lens Cleaning Towels	\$ 72.40
8/20/2016	AMAZON.COM AMZN.COM/BILL	AMAZON - Laptop Bags for Webb and Farrester	\$ 71.81

Bank of America Purchase Cards

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Date	Payee	Description	Amount
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Airport First Aid Supplies	\$ 71.55
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - SWWTP Services (July)	\$ 71.15
7/27/2016	SQ D'S LOCK AND KE	D'S LOCK AND KEYS - Flag Pole Key and Fit	\$ 69.00
8/13/2016	CENTURYLINK/SPEEDPAY	CENTURYLINK - SWWTP Phone Charges (August)	\$ 68.92
7/27/2016	OFFICEMAX	OFFICEMAX - Yearly Copy Paper Purchase	\$ 67.55
8/10/2016	PIZZA HUT	PIZZA HUT - Solar Eclipse Meeting 8/10 Meal	\$ 67.43
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - SWWTP Coffee	\$ 66.80
7/25/2016	PHIL'S HARDWARE	ACE - Boat Snaps to Hang Flag @ Veterans Park	\$ 65.94
8/8/2016	PHIL'S HARDWARE	ACE - Cleaners, Light Bulbs, Fuses, Bee Killer	\$ 65.09
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Urban Renewal District	\$ 64.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Appeal of Sewer Charges	\$ 64.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Public Contracting Updates	\$ 64.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - City Spray Park	\$ 64.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Franchise Agreement: Mobilitie	\$ 64.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - MRC Matters	\$ 64.00
8/16/2016	THOMPSON PUMP MADRAS	THOMPSON PUMP- Effluent Irrigation Riser for NWWTP	\$ 63.38
8/2/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (July)	\$ 62.65
8/12/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (July)	\$ 62.65
7/28/2016	PHIL'S HARDWARE	ACE- Tie Downs for Trk 149 to Haul Materials on Trailer	\$ 61.98
7/27/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Air Filter for Blower	\$ 61.53
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Airport Services (July)	\$ 61.02
8/19/2016	PLATT ELECTRIC	PLATT ELECTRIC - LED Flashlight for Meter Reading	\$ 60.80
8/4/2016	BI-MART	BI-MART - USB Flash Drive, White Out, Tape, Charger and Stapler	\$ 60.35
8/8/2016	SQ D'S LOCK AND KE	D'S LOCK AND KE - Unlock and Re-key File Cabinet	\$ 60.00
8/1/2016	ADT-PROTECT YOUR HOME	ADT-PROTECT YOUR HOME - Golf Shop Security	\$ 59.99
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Golf Course First Aid Supplies	\$ 59.85
8/10/2016	ULINE SHIP SUPPLIES	ULINE SHIP SUPPLIES - Safety Stickers	\$ 59.78
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - NWWTP First Aid Supplies	\$ 58.40
8/12/2016	LES SCHWAB	LES SCHWAB - Veh 801 Winter Change-over	\$ 57.56
8/2/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Toilet Paper	\$ 56.00
8/16/2016	EARTH2O	EARTH2O - Drinking & Distilled Water	\$ 55.95
8/3/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH - Customer Service Meeting Meal w/ Finance/Comm. Dev.	\$ 55.04
8/11/2016	BULLET RENTAL AND SALES I	BULLET RENTAL AND SALES - Trencher Rental	\$ 55.00
8/16/2016	CELLULAR CONNECTION	CELLULAR CONNECTION - Cell Phone Case	\$ 54.99
8/16/2016	CELLULAR CONNECTION	CELLULAR CONNECTION - Phone Case	\$ 54.99
8/16/2016	CELLULAR CONNECTION	CELLULAR CONNECTION - Phone Case	\$ 54.99
8/19/2016	CELLULAR CONNECTION	CELLULAR CONNECTION - Cell Phone Case	\$ 54.99
7/26/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Safety Can for Trk #69 and Spray Paint	\$ 54.98
8/9/2016	VZWRLLS MY VZ VB P	VERIZON - Central Services Monthly Services	\$ 52.56
7/28/2016	STAPLES DIRECT	STAPLES - Tape, Pens, Scissors and Post-its	\$ 51.96
7/22/2016	PLATT ELECTRIC	PLATT ELECTRIC - Flashlight Batteries	\$ 50.96
8/4/2016	EARTH2O	EARTH2O - Water	\$ 49.65
8/18/2016	MILLER LUMBER	MILLER LUMBER - Wood Supplies for North Hangar Repair	\$ 48.23
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Loan Agreement: David Potter	\$ 48.00
7/25/2016	GARY GRUNER CHEVROLET	GARY GRUNER CHEV - Veh #1402 Service	\$ 46.87
8/18/2016	GARY GRUNER CHEVROLET	GARY GRUNER CHEV - Veh 1501 Lube, Oil & Filter	\$ 46.87
8/8/2016	PAYPAL THOUGHTBOAR	PAYPAL - Small Thought Boards	\$ 46.00
8/4/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - SWWTP First Aid Supplies	\$ 45.10
8/19/2016	SAFEWAY	SAFEWAY - Bug Spray and Donuts	\$ 44.44
7/30/2016	COASTAL FARM & RANCH RED	COASTAL FARM & RANCH - Work Pants	\$ 43.98
8/8/2016	PHIL'S HARDWARE	ACE - Drywall, Sprayer, Plumber Tape, Washers, Nuts	\$ 43.93
8/8/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Notary Stamp and Name Plate	\$ 42.64
8/3/2016	STAPLES DIRECT	STAPLES - Tissues, Sharpies, Post-its and Whiteout	\$ 42.27
8/4/2016	MAIL COPIES & MORE LLC	MAIL COPIES/MORE - Overnight FAA Grant Docs	\$ 42.13
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Fishing Pond Litter Cans (July)	\$ 42.09
8/8/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Uniform Cleaning	\$ 41.50
7/25/2016	SW OFFICE SUPPLY/CASCADE	OFFICE SUPPLY/CASCADE - Lanyards and Badge Holder	\$ 41.25
8/3/2016	SUBWAY	SUBWAY - Budget Training for Public Works	\$ 40.75
7/26/2016	PHIL'S HARDWARE	ACE - Lab Testing Supplies: Strainer and Batteries	\$ 40.42
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (August)	\$ 40.00
8/4/2016	MADRAS AUTO PARTS	MADRAS AUTO - #150 U-Joints	\$ 39.96
8/12/2016	GARY GRUNER CHEVROLET	GARY GRUNER CHEV - Veh 1401 Service	\$ 39.95
7/28/2016	MISSION LINEN	MISSION LINEN - PW Mat Services (July)	\$ 39.89
7/26/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Nylon Rope for Flag Pole	\$ 39.50
8/2/2016	MADRAS AUTO PARTS	MADRAS AUTO - #69 Mud Flaps	\$ 39.18
7/28/2016	MADRAS MARINE INC	MADRAS MARINE - Chainsaw Files and Handles	\$ 36.98
8/11/2016	BI-MART	BI-MART - Cleaner for Paint Gun	\$ 35.94
8/12/2016	MISSION LINEN	MISSION LINEN - PW Mat Cleaning (August)	\$ 35.89

Bank of America Purchase Cards

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Date	Payee	Description	Amount
8/4/2016	NAPA AUTO	NAPA AUTO - Oil for Sludge Pump @ NWWTF	\$ 34.80
8/9/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Golf Course Services (July)	\$ 34.76
8/12/2016	WILD WINDS RANCH	WILD WINDS - Lunch Mtg. with Chamber of Commerce	\$ 33.05
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (August)	\$ 32.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Prospective Petition: Local Initiative	\$ 32.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Water Line Easement	\$ 32.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Jeff. Co Enterprise Zone Re-designation	\$ 32.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Contracting Awarding	\$ 32.00
8/3/2016	PHILS HARDWARE	PHILS HARDWARE - Tools for Trk 69: Tape, Nuts and Socket	\$ 31.97
8/2/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Multifold Towels	\$ 31.95
8/4/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Supplemental Budget	\$ 31.00
7/27/2016	Amazon.com	AMAZON - The Speed of Trust Books for Finance Team	\$ 30.33
8/21/2016	TGI FRIDAYS	TGI FRIDAYS - M.Rochelle: Resource Officer Training-Meal	\$ 29.74
7/26/2016	MADRAS AUTO PARTS	MADRAS AUTO - Parts for Air Compressor: Nipples, Brush, Tubing	\$ 27.36
7/25/2016	EARTH2O	EARTH2O -Drinking and Distilled Water	\$ 26.50
8/2/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (August)	\$ 25.09
7/29/2016	DETAIL PLUS	DETAIL PLUS - Part Pmt for #99 Bio Spreader Detail	\$ 25.00
8/21/2016	DELTA AIR Baggage Fee	DELTA AIR - M.Rochelle: Resource Officer Training- Bags	\$ 25.00
8/22/2016	CLAUDIA'S LIMO SERVICE	CLAUDIA'S LIMO - M.Rochelle: Resource Officer Train. - Transport	\$ 25.00
7/22/2016	RICOH USA, INC	RICOH - Wastewater Building Copies (July-August)	\$ 24.75
7/21/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Pipe	\$ 24.45
8/1/2016	OREILLY AUTO	OREILLY AUTO - Hose Nozzle and Car Wash Soap	\$ 23.98
8/1/2016	IMP PAYPARKINGNOTICE	PAYPARKINGNOTICE - Parking Fee	\$ 23.00
8/4/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-bout Usage (August)	\$ 23.00
8/4/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-bout Usage (August)	\$ 23.00
8/5/2016	IMP PAYPARKINGNOTICE	PAYPARKING NOTICE - Parking Fee	\$ 23.00
8/2/2016	USPS	USPS - S. Puddy: Express Mailing of VISA for EEAP	\$ 22.99
7/22/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (July)	\$ 22.72
8/10/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (August)	\$ 22.72
8/22/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (August)	\$ 22.72
7/25/2016	AG WEST SUPPLY MADRAS	AG WEST - Rope for Flag Pole @ Veterans Memorial	\$ 21.25
8/10/2016	TRAVEL INSURANCE POLICY	TRAVEL INSURANCE - PO11009: M. Hansen: Caselle Conf.	\$ 21.00
7/21/2016	PHILS HARDWARE	PHILS HARDWARE - Soil for Downtown Flowers	\$ 20.97
8/3/2016	PHILS HARDWARE	PHILS HARDWARE - Tools for Trk 69: Tape, Socket and Nuts	\$ 20.95
8/2/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - S. Puddy Shipping Fees for VISA for EEAP	\$ 20.08
8/10/2016	MADRAS MARINE INC	MADRAS MARINE - Used Steering Wheel	\$ 20.00
8/12/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Trash Can	\$ 19.99
8/18/2016	MILLER LUMBER	MILLER LUMBER - Supplies to Fix North Hangar	\$ 18.90
8/3/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Parts	\$ 17.97
8/22/2016	4 CORNERS DELI LLC	4 CORNERS DELI - M.Rochelle: Resource Officer Training-Meal	\$ 17.62
8/17/2016	MILLER LUMBER	MILLER LUMBER - Weather Stripping for Pump Well House	\$ 17.45
7/21/2016	ERICKSONS TW MADRAS	ERICKSONS - RMAC Snacks	\$ 17.20
8/10/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (August)	\$ 17.10
8/16/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (August)	\$ 17.10
7/28/2016	PHILS HARDWARE	ACE - Irrigation Fittings: Clamp Hoses, Couplers and Connectors	\$ 16.96
8/11/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Shipping/Evidence to OSP Crime Lab	\$ 16.20
7/20/2016	THE RIVERSIDE	THE RIVERSIDE - S.Puddy- CIS Class: Meal	\$ 16.10
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Public Records Request	\$ 16.00
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Public Records Request: SmartProcure	\$ 16.00
7/25/2016	SW OFFICE SUPPLY/CASCADE	OFFICE SUPPLY/CASCADE - Flash Drive	\$ 15.78
7/25/2016	PHILS HARDWARE	ACE - Corner Braces fir Wall Securing	\$ 15.65
8/17/2016	MILLER LUMBER	MILLER LUMBER - Parts for Door Repair @ Wellhouse Pump	\$ 15.38
7/21/2016	MADRAS GARDEN DEPOT	MADRAS GARDEN DEPOT - Flowers for Downtown	\$ 15.25
8/8/2016	BRYANT, LOVLIE & JARVIS	BRYANT, LOV & JARV - Code Matters	\$ 15.00
7/28/2016	PHILS HARDWARE	ACE - Bar Oil for Saw	\$ 14.99
7/26/2016	BI-MART	BI-MART - Pens and Notebook	\$ 14.57
7/29/2016	BI-MART	BI-MART - Notebooks	\$ 13.98
8/2/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Pipe	\$ 12.91
8/2/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (August)	\$ 12.54
8/10/2016	PHIL'S HARDWARE	ACE - Irrigation Parts: Connectors, Elbows	\$ 12.00
8/3/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Uniform Cleaning	\$ 11.50
8/22/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Uniform Cleaning	\$ 11.50
8/10/2016	PHIL'S HARDWARE	ACE - Kenwood Park: Nipple, Elbows, Adapters	\$ 11.31
8/17/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE -Office Folders	\$ 10.99
8/2/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Parts	\$ 10.45
7/26/2016	CHEVRON	CHEVRON - Veh #901 Car Wash	\$ 10.00
8/8/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Clock Batteries	\$ 9.99
8/17/2016	CELLULAR CONNECTION	CELLULAR CONNECTION - Phone Transfer	\$ 9.99

Bank of America Purchase Cards

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<i>Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
8/16/2016	PHIL'S HARDWARE	ACE - Flag Pole Hardware: Gasket, Fastener and Nuts	\$ 9.83
7/25/2016	PHIL'S HARDWARE	ACE - Irrigation Tools: Sandpaper and Cement	\$ 9.48
8/22/2016	BURNET BBQ	BURNET BBQ - M.Rochelle: Resource Officer Training-Meal	\$ 9.00
8/11/2016	PHIL'S HARDWARE	ACE - Irrigation Fittings: Pipes, Couplers, Adapters	\$ 8.90
7/27/2016	American Energy	American Energy - Circle K Car Wash Veh #802	\$ 8.00
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (August)	\$ 8.00
8/4/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (August)	\$ 8.00
8/22/2016	TACO BELL	TACO BELL - W.Brewer- Training: Meal	\$ 6.99
8/2/2016	MADRAS AUTO PARTS	MADRAS AUTO - Switches for #149 Lights	\$ 6.70
8/8/2016	MADRAS MARINE INC	MADRAS MARINE INC - Fuel Mix for Boat	\$ 6.25
7/25/2016	AMERICAN ENERGY	AMERICAN ENERGY - Veh #602 Circle K Car Wash	\$ 6.00
7/27/2016	American Energy	AMERICAN ENERGY -Veh 1301 Car Wash	\$ 6.00
8/12/2016	American Energy	AMERICAN ENERGY - Veh 1301 Car Wash	\$ 6.00
8/11/2016	PHIL'S HARDWARE	ACE - Irrigation Fittings: Tees, Bushing, Couplers	\$ 4.76
8/12/2016	MISSION LINEN	MISSION LINEN - Seat Cover Cleaning	\$ 4.00
8/6/2016	BI-MART	BI-MART - Hand Sanitizer	\$ 3.98
8/22/2016	COURTYARD BY MARRIOTT	MARRIOTT - M.Rochelle: Resource Officer Training-Meal	\$ 3.75
8/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (August)	\$ 3.73
8/11/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Irrigation Fittings: Elbow and Tee	\$ 3.47
8/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (August)	\$ 3.16
8/5/2016	CONSOL SUPP-BEND	CONSOL SUPPLY - Water Meter Gaskets	\$ 3.13
7/26/2016	PHIL'S HARDWARE	ACE - NWWTP Daff Tank	\$ 2.99
8/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (August)	\$ 2.01
8/11/2016	PHIL'S HARDWARE	PHIL'S HARDWARE - Irrigation Fittings: Coupling	\$ 1.29
8/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (August)	\$ 0.57
8/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (August)	\$ 0.28
Grand Total			\$ 116,648.27

Report Criteria:

Report type: GL detail

Bank Account description = "General Ckg - BOTC"

Check Issue Date	Payee	Description	Check Amount
08/17/2016	Alex Hodge Construction Inc.	West Access Road (Daimler Road)	179,960.90
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	34,149.87
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	33,696.87
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	27,635.04
08/30/2016	CENTRAL OREGON INTERGOVERNMENT	CET Services: ODOT Pass Thru	20,872.00
08/02/2016	DESCHUTES COUNTY SHERIFF'S OFF	PO 11065: COLES and CODE Assessments	14,475.11
08/02/2016	PAYNE WEST INSURANCE INC	Industrial Site Fund-Insurance	13,852.00
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	13,580.47
08/17/2016	DESCHUTES VALLEY WATER	Tie-in South	13,320.56
08/17/2016	MID OREGON PERSONNEL SERVICES	PO 12254: Parks Temp Help	13,004.29
08/17/2016	CalChem	Aluminum Chlorohydrate Solution (43,200)	9,849.60
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	9,724.92
08/02/2016	JEFFERSON COUNTY SHERIFF	Dispatch Fees- August 2016	9,686.37
08/30/2016	NORTH UNIT IRRIGATION DST	Install new Meter and Delivery on Grass Runway	9,546.46
08/08/2016	PACIFIC POWER & LIGHT	800 SE Grizzly	9,414.13 M
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	7,890.19
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	7,244.57
08/17/2016	BUREAU OF RECLAMATION	Payout on Construction Charge on Woodworth	5,337.45
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	5,177.57
08/17/2016	Pneuma33, LLC	PO 12255: Desert Peaks Creative Campaign	5,000.00
08/30/2016	HARPER, HOUF, PETERSON,	City Engineering Services	4,801.50
08/02/2016	LEAGUE OF OREGON CITIES	Annual Membership FY 2016-17	4,489.70
08/29/2016	GARCIA, NICOLAS MEDRANO	Installation of Drip Irrigation to DW Light Poles	4,400.00
08/17/2016	Michael L. Porter	Po 10923: Paint PW Building	4,200.00
08/17/2016	Taylor Roofing LLC	PO 10907: Roof Replacement for PW Shop	4,050.00
08/02/2016	BERG, ROB	Airport Management Services (August 2016)	3,500.00
08/23/2016	AIRSHOW OF THE CASCADES	Airshow funding-Airport Support	3,500.00
08/30/2016	BERG, ROB	Airport Management Services (Sept 2016)	3,500.00
08/17/2016	DESCHUTES VALLEY WATER	Kinkade and A Street	3,146.16
08/17/2016	Michael L. Porter	Po 10922: General Aviation Bldg Painting	2,800.00
08/17/2016	CASELLE INC.	On-Site Training for Finance Dept.	2,783.33
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	2,749.25
08/08/2016	PACIFIC POWER & LIGHT	abt 410 SW 4th St	2,580.46 M
08/02/2016	LEXIPOL LLC	Annual Law Enforcement Subscription	2,500.00
08/30/2016	TAURUS POWER AND CONTROLS INC.	Level Transmitter for SWWTP	2,441.59
08/30/2016	CENTRAL OREGON INTERGOVERNMENT	CET Services: ODOT Pass Thru Local Match	2,388.88
08/30/2016	DEPARTMENT OF ENVIRONMENTAL QU	Annual Sewer Disposal Permit	2,363.00
08/30/2016	H.A. MCCOY	General City Engineering	2,297.87
08/08/2016	PACIFIC POWER & LIGHT	1st & B St Lift pump	2,246.11 M
08/17/2016	BERG, ROB	Berg's Portion of Aviation Gas (July)	2,194.40
08/17/2016	JEFFERSON COUNTY PUBLIC WORKS	July PW Fuel: 848 G Unleaded, 187 G Diesel and Surcharges	2,103.90
08/17/2016	MID OREGON PERSONNEL SERVICES	Streets Temp Help: 06/25-07/15	2,051.10
08/02/2016	HIGH DESERT MULCHING	PO 12253: 80 Yds Bark Mulch for Parks	2,017.50
08/02/2016	HIGH DESERT MULCHING	PO 12253: 80 Yds Bark Mulch for Parks	2,017.50
08/02/2016	SEARS, SUMMER	Sewer Calculation and Prmnt Arrangement Policy	2,003.55
08/02/2016	GREEN THUMB INDUSTRIES LLC	Bark Install in Yarrow	2,000.00
08/02/2016	CENTRAL OREGON CITIES ORGANIZATION	Annual COCO Contribution	1,979.00
08/17/2016	Moementum, Inc.	PO 10273: Executive Team Leadership Retreat	1,800.00
08/17/2016	MID OREGON PERSONNEL SERVICES	Solar Eclipse Temp Help: 6/27-07/21	1,777.62
08/08/2016	PACIFIC POWER & LIGHT	990 NW Birch Ln Pump	1,706.98 M
08/17/2016	MID OREGON PERSONNEL SERVICES	Streets Temp Help: 06/25-07/22	1,689.90
08/17/2016	HIGH DESERT MULCHING	High Desert Blend (City Hall Bark Dust)	1,585.00

Check Issue Date	Payee	Description	Check Amount	
08/08/2016	PACIFIC POWER & LIGHT	212 4th Street and 176 NE 7th Street	1,496.97	M
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	1,454.45	
08/02/2016	SEARS, SUMMER	Sewer Calculation and Procedures Documentation	1,453.16	
08/17/2016	RYAN SIMMONS CONSTRUCTION	Sidewalk Replacement on Hwy 97	1,400.00	
08/17/2016	JEFFERSON COUNTY PUBLIC WORKS	July PD Fuel: 648 Gal Unleaded and Surcharge	1,353.95	
08/17/2016	ECO NORTHWEST	Large Lot and Public Facility Expansion	1,296.25	
08/17/2016	SWIFT STEEL	3 Culverts and 3 Couplers	1,284.36	
08/17/2016	MID OREGON PERSONNEL SERVICES	Finance Dept. Temp Help: 06/25-07/22	1,228.11	
08/30/2016	HIGH DESERT MULCHING	Kenwood Park Wood Chips	1,195.00	
08/02/2016	CIS TRUST	Annual FY 16-17 Insurance Coverage	1,073.91	
08/02/2016	MEURET PUMP INC.	Repair Pump and Golf Course	1,067.78	
08/30/2016	Larae Sullivan	Landscape Deposit Refund	1,000.00	
08/17/2016	BMS Technologies	July Utility Bills and August Utility Bill Pre-Paid	963.56	
08/16/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW: City Wide Weedeating	884.00	
08/16/2016	CENTURY WEST ENGINEERING CORPO	Madras Airport-Noise Zoning	836.00	
08/16/2016	CENTURY WEST ENGINEERING CORPO	Madras Airport-Noise Zoning	836.00	
08/17/2016	DESCHUTES VALLEY WATER	S. Adams and L Street	807.50	
08/17/2016	GREEN THUMB INDUSTRIES LLC	Landscape Maint (July)	800.00	
08/17/2016	RYAN SIMMONS CONSTRUCTION	Removal of ADA Ramp and Curb Replacement on Hwy 97	800.00	
08/17/2016	Greh Fabrication, LLC	#142 Airport Pickup Plow Mount	780.00	
08/02/2016	DEJARNATT LAND SURVEYS INC.	Locate 10,000 ft Alley Right-of-Way: Bean Dev.	685.00	
08/02/2016	ROTARY CLUB OF JEFFERSON COUNT	Dues and Meals N. Snead: FY 2016-17	659.60	
08/30/2016	SWIFT STEEL	Culverts for Daimler Project	657.90	
08/17/2016	DESCHUTES VALLEY WATER	1200 NW Birch Lane	623.50	
08/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Andrews Way	608.55	
08/16/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW: City Wide Weedeating	600.00	
08/17/2016	Moementum, Inc.	PO 10273: Executive Team Leadership Retreat	600.00	
08/17/2016	Moementum, Inc.	PO 10273: Executive Team Leadership Retreat	600.00	
08/17/2016	Moementum, Inc.	PO 10273: Executive Team Leadership Retreat	600.00	
08/30/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW: Bioswells Cleanup and Streets	600.00	
08/02/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (July)	590.00	
08/30/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (August)	590.00	
08/08/2016	PACIFIC POWER & LIGHT	1st & B at NW crn	563.79	M
08/08/2016	PACIFIC POWER & LIGHT	2028 NW Airport Way-Aviation Building	520.29	M
08/02/2016	CORIAN LLC	PO 11008: FY 2016-17 Envelopes	506.25	
08/17/2016	Michael L. Porter	Bld. #6: Paint Man Doors and Large Main Door	499.00	
08/17/2016	Michael L. Porter	Bld. #1: Paint Gabel End, Scoffits and Man Doors	499.00	
08/17/2016	Michael L. Porter	Bld. #3: Paint Gabel Ends, Man Doors and Air Vents	499.00	
08/17/2016	Michael L. Porter	Bld. #2: Paint Gabel Ends, Man Door and Bld.	499.00	
08/02/2016	LEAGUE OF OREGON CITIES	Annual Conference Registration: B. Montgomery	495.00	
08/02/2016	LEAGUE OF OREGON CITIES	Annual Conference Registration: R. Ladeby	495.00	
08/17/2016	BTN PETROLEUM EQUIPMENT SERVIC	Install New Clock Gauge for Airpot Gas Tank	486.95	
08/17/2016	FCS GROUP	Water and SDC Study	485.00	
08/02/2016	LEAGUE OF OREGON CITIES	Annual Conference Registration:B. Brick	470.00	
08/30/2016	RICOH USA INC	PD Copier Lease (September)	463.54	
08/17/2016	BERG, ROB	Berg's Portion of Fire Pad Rentals	450.00	
08/30/2016	HARPER, HOUF, PETERSON,	Wastewater Master Plan Update	444.50	
08/30/2016	BENDTEL	20002-666: City Hall Phone Charges (August-Sept)	431.79	
08/02/2016	BENDTEL	20002-666: City Hall Phone Charges (July-August)	430.16	
08/08/2016	PACIFIC POWER & LIGHT	1990 NW Airport Way	429.62	M
08/30/2016	MID OREGON PERSONNEL SERVICES	Streets Temp Help: 7/23-7/29	425.70	
08/17/2016	Michael L. Porter	Bld. #4: Paint Building and Man Doors	424.00	
08/17/2016	Michael L. Porter	Bld. #5: Paint Building and Man Doors	424.00	
08/17/2016	Michael L. Porter	Bld. #7: Paint 3 Doors and Man Door	424.00	
08/17/2016	DESCHUTES VALLEY WATER	NW Adler Street	415.40	
08/02/2016	LEAGUE OF OREGON CITIES	Annual Conference Registration: R. Embanks	415.00	

Check Issue Date	Payee	Description	Check Amount
08/30/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	405.00
08/17/2016	Net Assets Corp.	July 2016 Lien Searches: 40 Searches	402.00
08/30/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW: Cleaning from Tops to Gruner	400.00
08/30/2016	AmeriTitle	Overpayment: AmeriTitle A/R Acct	400.00
08/30/2016	BENDTEL	20002-666: City Hall Phone Charges (August-Sept)	383.48
08/02/2016	BENDTEL	20002-666: City Hall Phone Charges (July-August)	382.03
08/17/2016	BTN PETROLEUM EQUIPMENT SERVIC	Removal of Old Clock Gauge and Tested New	378.65
08/02/2016	BENDTEL	20002-671: PW Phone Charges (July-August)	376.65
08/30/2016	BENDTEL	20002-671: PW Phone Charges (August-Sept)	376.19
08/17/2016	DESCHUTES VALLEY WATER	Crescent Park Yarrow Phase 2	362.50
08/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26	359.10
08/30/2016	CROOKED RIVER ADVANCED PLUMBING	Bike/Skate Park: Drinking Fountain Repair	356.57
08/08/2016	PACIFIC POWER & LIGHT	600 SW Marshall St-Skate Park	341.85 M
08/30/2016	CROOKED RIVER ADVANCED PLUMBING	Holly Park: Replace LAV Faucet	312.57
08/30/2016	RICOH USA INC	PW & City Hall Copier Lease (September)	309.02
08/30/2016	RICOH USA INC	PW & City Hall Copier Lease (September)	309.02
08/30/2016	RICOH USA INC	PW & City Hall Copier Lease (September)	309.02
08/02/2016	LEAGUE OF OREGON CITIES	Annual Conference Registration: G. Burril	300.00
08/17/2016	BERG, ROB	Berg's Portion of Old Hanger Rent (July)	300.00
08/17/2016	James J. Macko	Airport: Interior and Exterior Window Cleaning	300.00
08/16/2016	AM-1 Roofing, Inc.	Golf Course Gutters Maint.	290.00
08/30/2016	RICOH USA INC	Plotter Lease: September 2016	288.36
08/30/2016	BENDTEL	20002-672: SWWTP Phone Charges: (August-Sept)	284.05
08/02/2016	BENDTEL	20002-672: SWWTP Phone Charges: (July-August)	283.71
08/08/2016	PACIFIC POWER & LIGHT	950 SE B St Trail	277.13 M
08/17/2016	BERG, ROB	Berg's Portion of New Hanger Rent (July)	268.00
08/03/2016	EMBANKS, ROYCE	Oregon Mayors Conf. Meals and Mileage Reimbursement	263.13
08/02/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (July)	250.00
08/17/2016	Jeff. Co. Faith Based Network	Dep. Ref. Traffic Equip.: Community Event in the Park	250.00
08/30/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (August)	250.00
08/17/2016	DESCHUTES VALLEY WATER	Hess St and Hwy 26	249.80
08/08/2016	PACIFIC POWER & LIGHT	230 NW B Street	249.10 M
08/02/2016	GREAT EARTH NATURAL FOODS	COLES Meeting Meal	233.75
08/02/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Janitorial Services (July)	225.00
08/30/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Janitorial Services (August)	225.00
08/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (New Meter)	214.10
08/17/2016	THOMPSON PUMP & IRRIGATION INC	(4) 6" PVC	205.42
08/02/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (July)	200.00
08/02/2016	Special Events Deposit Refunds	Dep. Ref. Traffic Equip.: Jeff. Co. Library	200.00
08/16/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	ACJ WORK CREW: City Wide Weedeating	200.00
08/30/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (August)	200.00
08/30/2016	OREGON EMBROIDERY	PW Shirts with Embroidery	192.50
08/17/2016	DESCHUTES VALLEY WATER	Yarrow Roundabout	192.35
08/30/2016	CROOKED RIVER ADVANCED PLUMBING	Holly Park: Cleared Urinal and Rebuilt Faucet	190.00
08/30/2016	HARRIS, WRAY	Work Boot Reimbursement	179.99
08/02/2016	CORIAN LLC	Business Cards: Poland, Brewer, Hall	175.50
08/17/2016	Daniel Hall	Work Boot Reimbursement	174.99
08/02/2016	BENDTEL	20002-665: Airport Way Phone Charges (July-August)	170.01
08/17/2016	James J. Macko	PW Building: Clean Interior, Exterior Windows and Doors	170.00
08/30/2016	BENDTEL	20002-665: Airport Way Phone Charges (August-Sept)	169.02
08/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (August)	166.88
08/08/2016	PACIFIC POWER & LIGHT	2080 NW Airport Way #2	161.25 M
08/17/2016	James J. Macko	Maint. Shop: Clean Interior, Exterior Windows and Doors	160.00
08/17/2016	DESCHUTES VALLEY WATER	Grizzly and J Street Roundabout Irrigation	149.75
08/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (August)	141.21
08/17/2016	DESCHUTES VALLEY WATER	City View Trail	139.35

Check Issue Date	Payee	Description	Check Amount
08/02/2016	Benitez, Mayra	Interpretation Services for TSP Meeting	135.00
08/17/2016	James J. Macko	Desert Peaks: Interior and Exterior Window Cleaning	135.00
08/16/2016	DEJARNATT LAND SURVEYS INC.	Property Description and St. Vacation w/ Lytle St.	133.34
08/16/2016	DEJARNATT LAND SURVEYS INC.	Property Description and St. Vacation w/ Lytle St.	133.33
08/16/2016	DEJARNATT LAND SURVEYS INC.	Property Description and St. Vacation w/ Lytle St.	133.33
08/17/2016	DESCHUTES VALLEY WATER	1167 SW Hwy 97 Irrigation	130.15
08/17/2016	DESCHUTES VALLEY WATER	2028 Airport Way	127.85
08/08/2016	PACIFIC POWER & LIGHT	1st & B Shop	127.30 M
08/17/2016	DESCHUTES VALLEY WATER	Bean Park	122.70
08/02/2016	Willow and Katrina Flande	WA/Sewer Refund - W. Flande	122.66
08/08/2016	PACIFIC POWER & LIGHT	Street light (New)	119.94 M
08/30/2016	PACIFIC POWER & LIGHT	Street light (New)	119.94
08/17/2016	DESCHUTES VALLEY WATER	Airport Way	117.50
08/30/2016	Heidi/Milton Neumann	Sewer Refund- H. Neumann	112.11
08/08/2016	PACIFIC POWER & LIGHT	Corner of I and 5th St.	111.67 M
08/17/2016	DESCHUTES VALLEY WATER	800 SE Grizzly Road	108.00
08/17/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Parks Dept	105.00
08/17/2016	JEFFERSON COUNTY GEOGRAPHIC	Aerial Maps for Solar Eclipse Traffic Mitigation	105.00
08/08/2016	PACIFIC POWER & LIGHT	227 NE Jefferson St #1	104.81 M
08/17/2016	David Thygeson	Sewer Refund- D. Thygeson	104.53
08/17/2016	DESCHUTES VALLEY WATER	Ashwood and Bean Drive	102.45
08/08/2016	PACIFIC POWER & LIGHT	S Crnr Cherry & Demers Dr	101.32 M
08/30/2016	Brittney Smith	Water Refund- B. Smith	97.78
08/30/2016	Stefanie Hurtado	Sewer Refund- S.Hurtado	96.21
08/30/2016	BENDEL	20002-666: City Hall Phone Charges (August-Sept)	95.62
08/30/2016	BENDEL	20002-666: City Hall Phone Charges (August-Sept)	95.62
08/02/2016	BENDEL	20002-666: City Hall Phone Charges (July-August)	95.26
08/02/2016	BENDEL	20002-666: City Hall Phone Charges (July-August)	95.26
08/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (August)	90.04
08/02/2016	Erin and Wally Hanson	Sewer Refund- E. W. Hanson	89.65
08/17/2016	DESCHUTES VALLEY WATER	1076 SW Hwy 97 Irrigation	86.10
08/02/2016	Michael and Amanda Vance	Sewer Refund- M. Vance	82.22
08/17/2016	CASH	S. Puddy Passport Fee for EEAP Travel	81.20
08/30/2016	PACIFIC NORTHWEST TELCO INC	Change and Reset Extensions	78.75
08/08/2016	PACIFIC POWER & LIGHT	C St btw 7th 8th	76.13 M
08/17/2016	DESCHUTES VALLEY WATER	Cherry Lane and Berg Drive	75.50
08/02/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Skate Park (July)	75.00
08/02/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (July)	75.00
08/30/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Skate Park (August)	75.00
08/08/2016	PACIFIC POWER & LIGHT	216 NW B St	74.06 M
08/18/2016	Matthew Edmon	Unclaimed Property: M. Edgemon	73.82
08/17/2016	DESCHUTES VALLEY WATER	1210 SW Hwy 97 Irrigation	69.25
08/17/2016	DESCHUTES VALLEY WATER	725 SE Buff Street	68.00
08/02/2016	Quinn, Michele	Coolers and Ice for Employee Picnic	67.92
08/17/2016	Lalani Wolfe	Sewer Refund- L. Wolfe	67.43
08/17/2016	DESCHUTES VALLEY WATER	Sixteenth and Hillcrest	65.50
08/30/2016	HANSEN, MEGAN	Mileage Reimbursement-Post Office/Bank/Training	63.61
08/02/2016	CORIAN LLC	PO 11008: FY 2016-17 Envelopes	62.00
08/08/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	61.55 M
08/08/2016	PACIFIC POWER & LIGHT	Trail Lt near 682 NE Hwy 97	61.20 M
08/30/2016	FARRESTER, DAN	clothing allowance	60.58
08/02/2016	WEBB, STEVE	S. Webb-Clothing Allowance	59.47
08/02/2016	CORIAN LLC	PO 11008: FY 2016-17 Envelopes	59.00
08/02/2016	CORIAN LLC	Business Cards: K.Hughes	58.50
08/08/2016	PACIFIC POWER & LIGHT	1st & D Impound lot	57.67 M
08/08/2016	PACIFIC POWER & LIGHT	380 Canyon Rd	57.02 M

Check Issue Date	Payee	Description	Check Amount
08/02/2016	Karen Sasser	Overpayment: Banner Bank: K. Sasser	56.70
08/17/2016	Alex Atkins	Overpayment: A. Adkins	56.70
08/17/2016	Overpayments	Overpayment: C. Ahr	56.70
08/17/2016	Alex Atkins	Overpayment: A. Atkins	56.70
08/02/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
08/30/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
08/30/2016	Sarah Schuller	Water Refund-S.Schuller	54.29
08/17/2016	DESCHUTES VALLEY WATER	SW Fairgrounds Rd	53.70
08/08/2016	PACIFIC POWER & LIGHT	ABT 675 SE Buff St	52.01 M
08/17/2016	Steve Parsons	Overpayment: S. Parsons	51.03
08/17/2016	James J. Macko	SWWTP: Clean Interior, Exterior Windows and Glass Doors	50.00
08/17/2016	James J. Macko	Golf Course: Clean Interior, Exterior Windows and Glass Gar	50.00
08/18/2016	Shannon Stout	Unclaimed Property: S.Stout	48.58
08/17/2016	Fatima Grigorets	Sewer Refund- F. Grigorets	47.73
08/30/2016	HANSEN, MEGAN	Health and Benefits Fair Reimbursement	47.18
08/17/2016	DESCHUTES VALLEY WATER	Floyd and Kenwood	43.35
08/08/2016	PACIFIC POWER & LIGHT	2260 NW Airport Way	42.09 M
08/08/2016	PACIFIC POWER & LIGHT	ABT 28 NE Plum St Madras (trail lights)	41.82 M
08/17/2016	CASCADE NATURAL GAS	125 SW E Street- July 2016	40.06 M
08/17/2016	Overpayments	Overpayment: T. Kerr	38.86
08/17/2016	Tim Kerr	Overpayment: T. Kerr	38.86
08/08/2016	PACIFIC POWER & LIGHT	701 NW Cherry Ln	38.20 M
08/08/2016	PACIFIC POWER & LIGHT	216 NW B St	36.85 M
08/08/2016	PACIFIC POWER & LIGHT	Birdie Ln-Sewer Lift	36.18 M
08/30/2016	OREGON DEPARTMENT OF REVENUE	Bail Funds Distribution-June 2016	36.00
08/17/2016	Great Earth	Liquor License Overpayment	35.00
08/08/2016	PACIFIC POWER & LIGHT	2142 NW Berg Drive-NEW Account	33.16 M
08/17/2016	PUDDY, SARA	Mileage Reimbursement: OCCMA/Leadership Retreat	32.89
08/17/2016	Melissa Wallace	Sewer Refund- M. Wallace	32.58
08/08/2016	PACIFIC POWER & LIGHT	Corner of Tracie and Adams	32.02 M
08/17/2016	ONE CALL CONCEPTS INC.	Oregon Utility Notification Center Tickets	31.50
08/08/2016	PACIFIC POWER & LIGHT	1838 NW Demers Drive Shop	29.37 M
08/30/2016	PACIFIC NORTHWEST TELCO INC	Change and Reset Extensions	26.25
08/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (August)	25.67
08/17/2016	DESCHUTES VALLEY WATER	898 SW Hwy 97	22.60
08/17/2016	DESCHUTES VALLEY WATER	Berg Drive	21.45
08/30/2016	LEAGUE OF OREGON CITIES	Wastewater Ops Posting	20.00
08/30/2016	CASH	Petty Cash Reimbursement- Replenish Cash Drawer	20.00
08/17/2016	DESCHUTES VALLEY WATER	760 NW Birch Lane	19.15
08/17/2016	DESCHUTES VALLEY WATER	Buff Street	19.15
08/08/2016	PACIFIC POWER & LIGHT	212 SW 5th 2nd mtr	18.48 M
08/08/2016	PACIFIC POWER & LIGHT	B St & Kinkade	18.48 M
08/30/2016	PACIFIC POWER & LIGHT	380 Canyon Rd	18.48
08/17/2016	DESCHUTES VALLEY WATER	2020 NW Berg Drive	18.00
08/17/2016	DESCHUTES VALLEY WATER	COCC Bike Path	18.00
08/02/2016	CORIAN LLC	PO 11008: FY 2016-17 Envelopes	16.25
08/17/2016	CASCADE NATURAL GAS	226 NW B Street- July 2016	15.24 M
08/17/2016	CASCADE NATURAL GAS	2028 NW Airport Way- July 2016	14.44 M
08/02/2016	Willow Canyon Properties	Overpayment: Willow Canyon: 866 Kristin	12.80
08/17/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (August)	12.66
08/30/2016	JEFFERSON COUNTY TREASURER	Court Assessment: June 2016	11.00
08/17/2016	CASCADE NATURAL GAS	216 NW B Street- July 2016	9.62 M
08/17/2016	Elizabeth Sato	Sewer Refund- E. Sato	9.05
08/30/2016	Steven Shirtcliff	Water Refund- S. Shirtcliff	8.53
08/17/2016	CASH	Petty Cash Reimbursement- Replenish Cash Drawer	7.00
08/17/2016	Blann, Dennis and Rebecca	Overpayment: D. Blann	1.78

Check Issue Date	Payee	Description	Check Amount
08/02/2016	Kristen Rehwinkel	Overpayment: K. Rehwinkel	.98
08/18/2016	Edgar Pineda	Unclaimed Property: E. Pineda	.91
08/17/2016	Julie Mock	Overpayment: J. Mock	.52
08/02/2016	BENDEL	20002-669: Community Dev. Charges (July-August)	.15
08/30/2016	BENDEL	20002-669: Community Dev. Charges (August-Sept)	.15
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (June 2016)	.36- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (June 2016)	3.11- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (June 2016)	3.84- V
08/17/2016	Overpayments	Overpayment: T. Kerr	38.86- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (July 2016)	43.60- V
08/17/2016	Overpayments	Overpayment: C. Ahr	56.70- V
08/29/2016	CENTURYLINK	Internet Services for Airport (August 2016)	59.27- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (June 2016)	92.69- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (July 2016)	279.70- V
08/29/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage (July 2016)	682.70- V
08/29/2016	GARCIA, NICOLAS MEDRANO	Installation of Drip Irrigation to DW Light Poles	4,400.00- V
08/17/2016	Alex Hodge Construction Inc.	West Access Road (Daimler Road)	8,998.04-
Grand Totals:			<u>576,707.09</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - BOTC"

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS

WORK SESSION

AUGUST 23, 2016

I CALL TO ORDER

The City Council Work Session was called to order at 5:37 p.m. by Mayor Royce Embanks on Tuesday, August 23, 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 Gary Walker, Tom Brown, Bartt Brick, and Bill Montgomery.

ABSENT WERE:

Councilors Richard Ladeby and Chuck Schmidt.

STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; HR and Administrative Coordinator, Sara Puddy; Finance Director, Kristal Hughes; Customer Accounting Clerk, Kora Hollyman; Accounting Technician, Megan Hansen; Public Works Director, Jeff Hurd, and City Recorder, Karen J. Coleman.

ABSENT WERE:

Community Development Director, Nicholas Snead, and Police Chief, Tanner Stanfill, were not required to be in attendance.

VISITORS IN ATTENDANCE WERE:

Interim Executive Director, Karen Friend, Central Oregon Intergovernmental Council, and Mike McGowan, PayneWest Insurance Company.

II CENTRAL OREGON INTERGOVERNMENTAL COUNCIL - TRANSIT LEGISLATIVE PROPOSAL

Karen Friend, COIC, 334 NE Hawthorne, Bend, came forward, introduced herself, confirmed that Council had received the information sheet describing COIC's proposal, and explained that there was some work done during the short Legislative session around making some adaptations to ORS 190 that would transition the ability in ORS 190 to levy property tax for a transportation facility to include transit operations.

The Central Oregon Intergovernmental Council was formed through intergovernmental cooperation to serve cities and counties here in Central Oregon. The idea had been that

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS

WORK SESSION

AUGUST 23, 2016

COIC would do things on behalf of the cities and counties that the cities and counties thought were better done regionally, and transportation happened to be one of those. COIC was asked to create a transit system and they have developed that transit system as part of the COIC organization. Because this is a regional system for Central Oregon, it has the benefits of a single management, a single board, and has the ability to do regional priorities and design service regionally, so there has been that benefit of having a single organization overseeing a transit service. We live in one community and work in another, so transportation becomes very important, especially for those individuals without a car.

She told the Council that as they form this and as this service has evolved, the communities in Central Oregon are in different stages of readiness. She said that she is speaking in relation to funding. They obviously have different service levels. Some are very small, some have no dial-a-ride service in town, some have bigger dial-a-ride service, and some have fixed routes. There are different levels of readiness and different levels of willingness to pay.

The fact that they have created this system as a regional transit system, and really see the benefits of that for Central Oregon, their priority is to keep this transit system together so it can be regionally run, and regionally prioritized, to make sure that this service is developed to best serve Central Oregon as a whole. As they looked at different systems, they found that something that a district doesn't allow is that it is kind of a one size fits all. If you have different sizes of communities in a district, you are going to levy a property tax, for example, that is a one size fits all, and It is going to be whatever serves the community that speaks the loudest.

What they are trying to accomplish under ORS 190 is to have a structure that adapts to each community, and adapts to each communities willingness to pay, and their desire for service levels, so it does not get out in front of what the community desires for the community and what the Council desires for their community in relation to the size of the service.

As they went through the Legislative session last year, it was felt that what they had proposed was not enough to bring that level of control back to the cities so they have added a piece where any sort of levy of property tax would come to a City Council. A City Council would actually have to endorse a property tax in their community for transit service prior to the COIC being authorized to move forward with that.

COIC brings grants into the area, but they need local match for those. If another community is ready for a property tax, they can decide to go forward with a property tax

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to provide their local match. She mentioned that local match obviously comes in a bunch of different forms and a community, for example Bend, gets to a size where they are really dipping deep into their General Fund and would like to free up their General Fund for other services, they are going to have a readiness to look for some other mechanism and property tax and payroll tax has been the identified mechanisms. With this, the Bend City Council could tell the COIC to go forward and levy a property tax for Bend. While Madras and every other community could stay exactly the way they were. Each community would make that decision individually.

For example, the City of Madras could decide to have service exactly the way it is. Prineville could decide that they want to do a utility fee. Bend could decide that they want to do a property tax. This allows all of that flexibility, which in a transit district formation they wouldn't have that flexibility to adopt it community by community. They would have the ability to shape a service area (e.g. Madras might want a service area for transit that is bigger than just their city limits). This is pertinent to La Pine. Half of the area that they like to serve as part of their community is within their city limits and half isn't. There is varying degrees of that across our Tri-County area. Warm Springs is also part of the system. They are not going for a property tax. They are always going to be funded in a different way. The nice thing about this is that it just allows all of that flexibility for each community to stay in control of the size of their system, and the mechanism that is used to fund their system. It allows that system to stay together regionally coordinated under one management system, and to have no disruption of that service.

She advised Council that she wants to make sure that they see this as a mechanism that COIC is doing for them and not to them. COIC works for the Council, on behalf of the Council, to try to provide a service in the community at a level that they need it. This change to ORS 190 is meant to try to help the system stay together as one coordinated system, but meet the needs of the different sizes and desires of the community.

Ideally she would like to have the Council in support of this as they move forward. It is going to be really critical that our region supports this as this is narrowed down to a Central Oregon fix so unless their local area supports it and their local legislators support it, it is probably not going to be successful.

She mentioned that City Administrator Burril is the City's representative at the Central Oregon Cities Organization, and the ideal would be that COCO would also support this and be placing this as one of their Legislative priorities.

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Mayor Embanks explained that a couple of years ago when they talked about this there was a concern about taxation and that Madras citizens would feel that they were being taxed unfairly without having any control over it. This is really the solution to that question. He indicated that he does not see any downsides to this.

City Administrator Burril pointed out that the general discussion has been how to make it flexible to each community's needs and demands. The City of Madras currently gives approximately \$9,500 a year to match a Federal Grant for services that we are currently receiving. If the community wanted to see those enhanced, he believes that COIC is trying to provide an option where the community could vote on that or Council could add in additional fees to provide more service or not. He said that he thinks that this has been the approach that the COIC has been taking because some communities are more ready to enhance service, while Madras and possibly Prineville are not. We are a little further out. Redmond has a vicinity to Bend that might make sense and they are a larger community. All of these communities have different needs that they are evaluating.

He then asked Karen Friend if COIC needs the State Legislatures support to get to this ability to vote or opt in and out of greater service.

Karen Friend mentioned that the first step is to make sure that the City Councils and County Commissions are all onboard and in support of this solution. The next step will be working on obtaining Legislative support of the local Legislators. She explained that she wants the Council to support this and if a Legislator comes to talk to them about this, they will be able to tell them about the benefits of having this in their community. That would be the ideal outcome of this. If it isn't, then they probably have not adapted it enough.

She reiterated that they are trying to make a flexible tool that meets the community's needs, allows Madras to grow, transit services to the extent that is desired, and to fund it how the City wants to fund it.

Councilor Brown wanted to know if the Council should do a motion in support of this concept. He pointed out that the Council cannot do that now as this is a work session.

Karen Friend told Councilor Brown that this would be ideal for her. What was recommended to her was that she basically needed the consensus of the Council that they are supportive and that she would continue to work with them so the Council would feel comfortable speaking to Legislators about their support of it and how it benefitted their community.

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Mayor Embanks suggested the need to discuss schedules and how some individuals spend all day getting to Bend and back when they were only there for a 20 minute or hour doctor's appointment. How can we speed this up? He would like to know what the ridership figures are in Madras alone. He said that he knows that we need this but we want to make sure that if we are going to expend money, that we are expending the amount of money for what we get out of it as far as the use goes.

Karen Friend explained that they provide dial-a-ride service from 7:00 a.m. to 5:30 p.m. in Madras, as well as the community connector which is two runs in the morning and two runs in the afternoon. They try to take those highest priorities for the community and address those. There are about 700 rides per month on each of them. She suggested that she come back and actually bring the service design with her and tell the Council how they are spending the money and what the rides are. They have made some changes to the Warm Springs / Madras service so she said that she should probably come at a time where she can tell them what is going on with service and maybe how they could better prioritize the money for service in Madras.

Mayor Embanks advised Ms. Friend that basically the Council needs to have an explanation to give any of the citizens that ask what are we getting out of this and is it worthwhile. He said that he believes that this is worthwhile as there are a number of people in this town that do not have transportation. It seems like the older people get the more doctor appointments they have. A presentation outlining some of these things would be nice. Council can ask some direct questions that they can think of between now and then.

Karen Friend noted that they have to find a sponsor by September 2016. She told Mayor Embanks that she can always work with the Council on service lines separately from this because the goal of this is the flexibility and the control of doing that.

City Administrator Burril mentioned that our focus is to be supportive of COIC to ask for Legislative approval to allow communities to vote in or make decisions for additional service. This will give some additional authority to how they can add revenue into the system in addition to what the City does now. He said that he thinks that this is the main focus of the work session in September 2016. Would you, as a Council, support COIC and Cascades East Transit to get additional state mandated authority to allow the region to vote in whether they do an additional property tax or whatever they want to do to have additional service? He indicated that this is not mandated, it is trying to be flexible.

Karen Friend commented that this is basically giving COIC a tool of which the Council has the authority to say that they do not want COIC to use it, or yes they do. Once they

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do, COIC still has to go out to the voters and ask for their approval. One of the communities in the region is ready to actually move forward with that. She reiterated that they are trying to create the ability to keep all of the cities and counties in Central Oregon together while pursuing it for one and pursuing it later for Madras when they are ready.

Councilor Brown wanted to know if this would be voted on by county, by community, or some combination.

Karen Friend explained that the service area that they serve was decided on a long time ago and was vetted through City Council. Under this design, if they were looking to expand service, that would all be part of the process that would come to the Council. For example, what is the service area? They would get Council's approval on the service area, the service level, etc. before it went to the COIC Board. Council could decide at that point whether they would rather do a property tax or move General Fund dollars around. Council would have that ability to make that decision for the Madras community.

They are proposing to do a flex route in Madras to serve people from Warm Springs, but they would like to partner with Madras about that and expand it to serve Madras better. She told the Council that she will be happy to come back and tell them what they are doing service wise, how many rides they are providing, how the priorities have occurred, and where the service area is.

Discussion continued. The possibility of providing a letter of support was mentioned.

Mayor Embanks suggested that he and City Administrator Burril get together and set this up so they can get the information to Ms. Friend so she can take it to the Legislature so the City does not miss that window.

III SPECIAL EVENT INSURANCE PERMIT - WHEN TO REQUIRE A PERMIT AND CORRESPONDING INSURANCE LEVELS

City Administrator Burril advised Council that what the City currently has is a Special Events Permit that we worked with City-County Insurance Services to put together and it has gotten more comprehensive since January 2015. The insurance limits were recommended to go higher. Staff started implementing that groups of thirty (30) or more would be required to fill it out and pay for insurance if they were reserving space in the park. The issue to look at tonight is when should we be requiring it for what type of activities and what size group? Is there intermediate insurance levels?

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He mentioned that Councilor Brown had brought it to his attention that some folks were trying to do a picnic with thirty people and felt that it was too cost prohibitive to do it because it could cost \$160 to \$200 depending on the size of the group.

He told Mike McGowan that tonight is really to get a feel for what he is recommending to other communities for doing this. He suggested the need to come up with a checklist of when, and when not to require a permit, and to determine if there is an intermediate insurance requirement (e.g. \$1,000,000 rather than \$2,000,000). It is his understanding that if somebody gets hurt due to negligence upon the City or a staff member, an individual can sue the City for getting hurt, so there is liability for being a property owner and having playground equipment, sidewalks, electrical hazards, or sprinklers to trip over.

He indicated that he had discussed this with Matt McGowan and he had suggested the need to possibly move away from a flat number group and consider the activities being proposed.

Councilor Brown explained that the agent that brought this to his attention had a small group of about 12 people that wanted to have a birthday party at the Pavilion, but he was told that he needed \$3,000,000 worth of coverage. He had said that he could get \$2,000,000 added to his homeowner's policy for under \$50, but a \$3,000,000 policy was taking it out of the realm of his ability to provide. The question is where do we want to balance this so that we are not excluding the people that could use it and still protect the City from the groups that are the risk?

Mike McGowan reported that Matt did a lot of research on this. He said that in his opinion, the City needs to start looking at activity a little more than attendance. We have had that attendance thing for years. He could just go down there and have a birthday party and his homeowner's policy would follow him for anything personally that he does so he is going to have some coverage if something comes back on it. The City of Eugene has determined that you would need to get a Special Use Permit for canopies, tents, booths, or if stages are used; the event is advertised as a public event, amplified sound is used for more than two (2) hours; open space facility is used as a staging site for a public event that exceeds the capacity of a rental facility, or the event is a run, walk, or bike event. The City of Eugene has said if it fits into these categories, you have to get a permit, if not you do not need a permit.

He suggested that the Council go on YouTube and pull up bouncy house dangers. Whether they are secured correctly or not, children have been killed. What is going to

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happen in those situations if the City were to allow them to set that up, and the wind were to pick that up, take it off, and a bunch of people are killed? They will not have enough insurance, and they will always go after the City because they would say that the City allowed them to do it. He indicated that he does not recommend that bouncy houses be allowed because of the dangers that go with them. If someone is proposing to have a bouncy house set up, we need to make sure that they have coverage if the City even wants to permit it. He has told the County this same thing and they have indicated that they do not want them either.

He mentioned the possibility of developing criteria on activities that will require insurance coverage and what limits those may be set for, as well as require coverage for over 100 people. City-County Insurance Services has a program for 30 people that would cost around \$160, so he would estimate that 100 people would cost around \$200 as they would just be buying an event policy for that actual activity. If they plan on having alcohol then the City should also make sure that we have some coverage there.

He explained that everyone has on their homeowners policy what they call "host liquor" so this means if he stops by for a drink and later gets in an accident and you get sued because you gave him the drink and he got in the accident, you actually have coverage on your homeowner's policy. If you were to charge him \$5.00 for that drink, you have lost your "host liquor" liability under your homeowner's policy. If you charge a fee you would need to buy liquor liability.

He reiterated that we need to get away from using attendance, especially if there is only for example 30 people or 50 people as anybody can have 50 people show up for a birthday party. You can have your family and have that many. He said that he does not think that they need an actual permit for this. It is nice to make sure that they have homeowners insurance in case they have an issue. The one thing that we do want to have in place is a hold harmless form. They will be told that they do not have to have a permit, but that they will need to sign a form that will hold the City harmless and indemnify the City for anything that may happen while they are utilizing our park. This just helps in the courts when you go to court as you can show that they signed a form that said that they were going to hold the City harmless. The City is not responsible for any of this. They took full responsibility so therefore when we get sued the City can bring this out as it helps detour the suit from going farther.

Councilor Montgomery mentioned that this implies to him that when people come and ask to use the Pavilion the City probably ought to have a questionnaire that checks off all of the boxes so the City can make the judgment. If they say that there will not be any alcohol and there is, then we are kind of off of the hook.

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Mike McGowan agreed that this would help. If someone indicates that they are not going to have liquor on the premises and they do have liquor there, the officers can access the information and question them on what they found and can possibly shut it down to help protect the City. He said that he thinks that the current application does have some questions on there, but he thinks that they can get more extensive. They can develop a simplified form for somebody that is just having a party. For example, the City might ask if they will be serving alcohol, how many is going to be in attendance, is there going to be games or bouncy houses there. They can then determine that no permit is needed and can ask the applicant to sign the form that says that they are holding the City harmless.

Councilor Brown explained that the reason this had been brought to his attention had been that they came to the City to make sure that they were the ones that were going to be able to have the Pavilion that day. He agreed with Mike McGowan that the City probably does not need to allow the bouncy houses as they not only ruin the grass, but they blow away.

Mayor Embanks asked for clarification that if someone just comes in and uses the park without coming to the City, and they have a bouncy house or whatever setup and somebody is injured, the liability goes to them.

Mike McGowan said that it does, but since the City owns the park and it is utilized by the public, the City can always be brought into it. This is the part that we cannot get stopped. The thing that is changing right now on recreational immunity is that before, if you had slides or a skate park, the City had recreational immunity as people understand that they can get hurt there.

If a bouncy house happens to be there in the park, the City is probably going to be thrown out of the lawsuit because there is some recreational immunity because people just went in there and set it up. If you have a policy in place, like we do have, and they don't come to the City and go through the permit process, then we have something to go to court with. The City can still be sued, but we have something that says that we have a permit process, they didn't follow it, and we don't even allow the bouncy houses; they placed it there without permission. This is changing every day in the court system.

Councilor Brick wanted to know if there is signage in the parks now that describes the size and activities that would require a permit.

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Mike McGowan told Councilor Brick that he does not think that the City has ever identified anything like that.

Councilor Brick asked how a person would even know that a permit was required.

Mike McGowan suggested that the best way to do this would probably be under the City's website rather than post it at the parks, but you could post something on the Pavilion that if you want to reserve the Pavilion please contact the City and go through the process.

Councilor Brick questioned use of the website only.

Mike McGowan offered to send the Eugene example out to everyone for review and agreed that not everybody gets on the internet, so the City could place signage in the park.

City Administrator Burril told the Council that this brings up a good point. The City was charging \$25 to \$100 depending on the size of the group. We might have been getting \$1,000 a year in fees, but City-County Insurance Services came in and said that the City is inheriting more liability by charging, so the City has moved away from charging. He asked Mike McGowan if this is still his advice.

Mike McGowan assured City Administrator Burril that this is still his advice as part of the City's recreational immunity is that the City is not making any money on the deal, even though the City isn't really making any money on it as you have to take care of it. He said that it just visually looks like it is. He recommended that the City stay away from charging fees as it adds a big liability and it takes away some of the City's protection.

Public Works Director Hurd pointed out that he thinks that what the City has gone to is charging fees for use of the utilities (e.g. electricity, water, etc.).

City Administrator Burril mentioned that they can use the grounds, but music events have a large power draw.

Mike McGowan explained that this is just a direct expense. This doesn't hurt the City as much as charging for the use of the park. They should specifically be told that there is going to be a cost as the City is going to incur an expense for water, electricity, etc. City-County Insurance Services would probably tell the City to stay away from that as well. They are banking on the recreational immunity. If it is truly a big expense to the

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City then the City has to do it, but if it is a minimal expense then he would suggest that the City stay away from it.

He suggested that he, City Administrator Burril, Public Works Director Hurd, HR and Administrative Coordinator Puddy, and Matt McGowan get together and talk about a generalization of what was discussed tonight, lay it all out, and determine where they should set the number of people in attendance. He indicated that he is thinking that here are our activities and this is what you need a permit for, but if you have for example 100 people there, you also need a permit.

He told the Council that homeowner's insurance will not usually allow you to add the City of Madras on as an additional insured.

Mayor Embanks mentioned the possibility of posting something in the park that says use of the park is governed under ordinance number whatever and have an ordinance written and retained at the City Hall to hand out, without having to go through describing all of the dos and don'ts. This alerts people that there are standards for the park. A statement could be placed at the bottom of the application that the ordinance was obtained at the City Hall. If they use the park and they have an accident and that sign is there and states that we do have standards in the park and they have violated those standards then legally this is added protection for the City. He suggested that the number should be set at 50 people.

Councilor Montgomery referred to the Splash Pad and recommended that this be on the agenda as well, as it is kind of inherently a dangerous thing as kids run around in slippery concrete pools.

Mike McGowan offered to contact the City of Redmond to see if they have had any difficulties with their water feature yet. Most of their issues have been in maintaining it, making sure that it works properly, and keeping it chlorinated correctly.

IV PHOTO PROPOSAL - CITY COUNCIL CHAMBERS, CONTINUED DISCUSSION FROM JULY 26, 2016 CITY COUNCIL MEETING

Mayor Embanks reported that they had received a quote in the amount of \$2,730 for the five (5) photographs, 44" by 55" in size for the Council Chamber wall.

City Administrator Burril explained that the City had two or three artists make proposals and the lowest quote had been \$15,000 to paint the mural on the wall. The City

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budgeted clear up until last year. There is still money in the fund to do this, but they didn't purposely re-appropriate that much again this year in that category.

Councilor Brown suggested that three City Council members get together and go through and select some pictures, and move forward with the project.

Mayor Embanks mentioned the possibility of eventually spending some more money and having some more pictures enlarged and placed on those panels. The pictures could then be rotated every year so that there would be something different up there. This is, in his opinion, inexpensive and fits in with the whole idea of a City Hall being the focus point in the City and the keeper of the history of the City. This would give us a place to showcase some of Madras' history at a fairly low expense. He suggested the possibility of having the pictures vetted by the Historical Society and placing the history on some small plaque that could be placed on the lower part of the wall to point out features on the pictures. He wanted to know which Council members would like to be part of the selection committee.

Councilors Tom Brown and Gary Walker volunteered. It was also suggested that Jerry Ramsey, Jefferson County Historical Society, might be willing to assist in selecting the photos.

Mayor Embanks asked Finance Director Hughes to let them know what they have to do to allocate the money for this and they will go ahead and start.

Finance Director Hughes indicated that she would provide them with this information.

V **ADJOURN**

The City Council Work Session was adjourned at 6:40 p.m.

Because the Work Session did not last as long as anticipated, there was an approximate 20 minute recess before the regular City Council meeting was scheduled to begin.

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 7:00 p.m. on Tuesday, August 23, 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 Tom Brown, Gary Walker, Bartt Brick, and Bill Montgomery.

ABSENT WERE:

Councilors Richard Ladeby and 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; HR and Administrative Coordinator, Sara Puddy; Finance Director, Kristal Hughes; Detective Sergeant, Steve Webb; Public Works Director, Jeff Hurd; Customer Accounting Clerk, Kora Hollyman; Accounting Technician, Megan Hansen, and City Recorder, Karen J. Coleman.

ABSENT WERE:

Community Development Director, Nicholas Snead, and Police Chief, Tanner Stanfill.

VISITORS IN ATTENDANCE WERE:

Dorothy Burgess; Lysa Vattimo, Solar Eclipse Facilitator; Rick Allen, Treasurer of Central Oregon Airshow, Inc., and Holly Gill, News Editor with the Madras Pioneer.

II PLEDGE OF ALLEGIANCE AND PRAYER

Mayor Embanks asked Councilor Brown to lead the pledge of allegiance to the flag of the United States of America, and Councilor Brick to offer the prayer, which they did.

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

This item pulled from the Consent Agenda and placed on the regular meeting agenda for discussion.

B. Approval of Minutes From the July 26, 2016
City Council Work Session

C. Approval of Minutes From the July 26, 2016
City Council Meeting

D. Approval of Minutes From the July 27, 2016
City Council - County Commission Meeting

E. Approval of Land Use Agreement With Jefferson County for Central Stormwater
Collection and Water Treatment Project and Water Line Easement

F. Approval of Contract Change Order No. 1 to Construction Services Contract
Alex Hodge Construction, Inc. - Additional 4" Conduit and Deletion of 2" Conduit
Additional Conduit Trenching for Access Road B, Two CCTV Cameras
Additional Scope of Fencing & Gates, Additional Rework on Drainage Trenches,
Two Vaults Down Access Road B, Overhead Profit and Bond
Contract Time Extension to September 30, 2016
Madras Municipal Airport West Access Road Project No. 2015-09
(aka Daimler Road Project)

G. Approval of Contract Amendment No. 3 - Harper, Houf, Peterson and Righellis
Professional Services for City of Madras Wastewater Master Plan Update
And Industrial Site Readiness Plan No. 2014-06
Additional Work Scope for Wastewater Master Plan Update
Project Management and Coordination, Chapter 3 Revisions
Planning Basis, and Chapter 4 Revisions - Collection System Analysis

H. Approval of Oregon Department of Environmental Quality Renewal Application
Water Pollutant Control Facilities Individual Permit No.101739

I. Acceptance of Kenwood Park Playground Project No. 2015-02 - Closeout

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- J. Approval of Contract Amendment No. 1 to Professional Services Contract Century West Engineering, Time Extension to December 30, 2016, Redesign of Roadway and Drainage Ditch, Redesign and Updates to Conduit Facilities and Corrected Layout of Utility Vaults, Increased Correspondence And Meeting Requirements due to Contractor Conflicts, and Updated Excavation Quantity Reviews Madras Municipal Airport West Access Road Project No. 2015-09
- K. Acceptance of Completion of the Madras Municipal Airport Improvement Project (aka Connect Oregon V) ODOT Agreement No. 30150 FAA Contract No. AIP 3-41-0035-009-2014
- L. Approval of Proclamation Proclaiming the Week of September 17-23, 2016 as Constitution Week Within the City of Madras
- M. Approval of Proclamation Proclaiming August 26-27, 2016 at Fill-the-Boot Day Within the City of Madras

Mayor Embanks explained that Councilor Brown has asked to pull some of the financial agreements (e.g. Subsection A, Approval of Vouchers) from the Consent Agenda that have to do with any item that is marked as a "Miscellaneous" to discuss what they are in particular and why they are listed as "Miscellaneous".

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT THE COUNCIL ACCEPT THE CONSENT AGENDA AS AMENDED.

Councilor Walker disclosed that the City has made some purchases from his business so he will be receiving payment from the City.

THE MOTION, CURRENTLY ON THE FLOOR, PASSED UNANIMOUSLY, 4/0.

IV VISITOR COMMENTS

Mayor Embanks asked Dorothy Burgess to come forward while he reads the Proclamation proclaiming the week of September 17-23, 2016 as "Constitution Week" within the City of Madras. After reading the proclamation in its entirety, he signed it and gave it to her.

He then provided those in attendance with an opportunity to present comments.

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There were no comments offered at this time.

V SOLAR ECLIPSE PLANNING UPDATE

City Administrator Burril reported that Annette Liebe, Central and South Central Region Coordinator, with the Governor's office had gotten some of the State agencies together. There will be approximately fourteen (14) representatives scheduled to meet with them in September 2016 to make sure that they are coordinating. When the Central Oregon Regional Solutions Team was here they had asked a month or two ago for State help because they are going to congregate large traffic amounts and groups in this area, and they have been responsive.

Lysa Vattimo updated the Council on the Air Show and on the Solar Eclipse planning and upcoming meetings. She told the Council that there was a nice article in the local paper. After September they will start incorporating those public meetings where once each month they will allow the public to come in. They will have a forum style meeting where the law enforcement, marketing, permits people, etc. will be stationed in here and the public can come in and start asking their questions.

Discussion was held about the news articles and the presentation that was made at the Jefferson County Library. It is being estimated that there could be anywhere from 25,000 to 40,000 individuals coming to Madras for the Solar Eclipse event.

VI DESIGNATION OF DELEGATE AND ALTERNATE VOTING MEMBERS
LEAGUE OF OREGON CITIES ANNUAL BUSINESS MEETING

HR and Administrative Coordinator Puddy mentioned that Mayor Embanks and Councilors Bartt Brick, Bill Montgomery, and Richard Ladeby will be attending the conference this year.

Mayor Embanks volunteered to serve as the primary voting member for the City.

Councilor Montgomery agreed to serve as the alternate voting member.

VII MADRAS MUNICIPAL AIRPORT - AIRSHOW LICENSE AGREEMENT

City Administrator Burril explained that before the Council this evening is an agreement that essentially is taking what has been done over the years from a Special Events

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Permit to a more detailed agreement. The insuring company wanted a clear understanding of what can be used and for what period. It also lined up well with a recent ground lease with Daimler Trucks as they had some coordination that they wanted since the Daimler area is in that sterile zone. Daimler is aware and has agreed that they are not to be in there during practice and the two days of the Air Show. This agreement coordinates further with Daimler according to their wishes, and clarifies insurance provisions naming the City as an additional insured. The term of this agreement is to be ongoing. The agreement contains termination provisions, and provides for proposed changes by either party going forward.

He mentioned that he is aware that there have been a couple of requested changes by the Air Show that came through City Attorney Green's office this morning.

City Attorney Green referred to Section 2.1 and explained that the feedback that he received pertains to the duration of the non-exclusive license. Specifically Rob Berg requested that the Air Show be permitted to utilize the licensed area the Wednesday immediately preceding the event (e.g. 48 hours before the commencement of the event) through Monday evening following the event. What he did is tweak the version that Council has in front of them to change it so that the license is available or would continue for 48 hours preceding the event and 24 hours after the event. In reading Rob Berg's e-mail again tonight, he may want 36 hours and he can move it to 36 hours to run it through the middle of the day on Monday, instead of Sunday night at midnight, knowing that the event concludes Saturday night. Rick Allen is here to speak for the Air Show and if he feels that we need to run it into the middle of the day Monday or the end of the day on Monday it is fine.

The reason why he used the hour parameters instead of days is due to the changes in the days in which the Air Show could be held each year. This is a perpetual agreement so to some extent he is trying to be as generic as possible without having to revisit the agreement.

Rick Allen came forward and introduced himself and said that he is Treasurer of Central Oregon Airshow, Inc. and on the Board, and has been for many years since he basically moved into town. He mentioned the need to change this to 48 hours on Monday as Rob Berg wanted to make sure that they have the ability to remove things.

The agreement is something that they talked about last year and the City requested. They looked at this last year but it kind of came late, so they had said that they didn't have enough time to review it. About a month ago this rolled around again. Another Board member was there. They came up with some recommended changes. The City basically made those changes for them. He said that he sent it out to the Board for

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review last Thursday. They have a ten (10) or eleven (11) member board. He said that two or three didn't respond, but basically all of those that responded were positive.

He explained that Rob Berg, who works for the City as the Airport Manager, is also on the Air Show Board and had suggested that they change the dates (e.g. Wednesday through Monday). This agreement memorializes, in writing, how they operate and have operated all along. He said that he cannot find fault with this in the sense of needing it so it kind of puts into writing that the Air Show is going to be there, that they will be using City facilities, that they have to provide \$3,000,000 in insurance and that they have to list the City as an additional insured, which they do. They are a non-profit. They can make some changes in the future if they need to add or subtract some things, but this is a starting point. He noted that they have to pay the City \$1.00 for rent and suggested that the City not spend that all at once.

City Administrator Burril told Mr. Allen that he has said it well, that we are just memorializing our practice. This is a little more detailed. These are things that the Air Show has been doing and has been responsible for all along. He believes that the Airport FBO wanted this so he would know what was protected when he shifts things in and out of hangars. For all of those reasons, it helps when something goes wrong as they all understand what the agreement is telling them.

City Attorney Green clarified that this agreement is perpetual, meaning that it will go on indefinitely until terminated in accordance with the terms of the agreement. He reminded the Council that this is something that Daimler had identified in their lease agreement as being of importance, specifically about the Additional Insured endorsement, and so on and so forth, making sure that the Air Show wouldn't interrupt their use of the facilities, but similarly committing to the Air Show that they wouldn't operate during the time that the Air Show is going on.

Rick Allen mentioned that as the Council looks at future leases, they always need to remember that during the Air Show they kind of take over the place. This gives them the ability to control access to the properties and everything during the show. The Air Show has had a lot to do with putting the community and the Airport on the map. This is the one time of year that 20,000 people have to drive down Cherry Lane, the nicest road in the Industrial Park. It has curbs, and sidewalks. They drive right by the business park and right to the heart of the Airport. This is like free advertising to a degree. It is that one time that people come to Madras and they figure that 70% to 75% of the attendees, maybe more, are coming from outside Jefferson County.

The Air Show fills up every single motel in town. The Fair doesn't do it and the normal weekend doesn't do it. This brings in 9% Transient Room Tax. It takes them 300 volunteers. They work on it year-round. They spend a whole lot of money putting this

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together. People have been sitting around a conference table in his office for the last week, putting together sponsor packets, etc. There is lots of support throughout the region.

They donate thousands of dollars indirectly and directly to community groups. They write checks back to these groups that help support them or they put a booth in the event and run a food booth and that type of thing. For example, the Elks Lodge will serve 400 people for breakfast.

He told the Council that this is a good event and they are ready to sign the agreement.

Councilor Brown said that they essentially take over tomorrow morning and are done on Monday night so the agreement needs to reflect this.

City Attorney Green recommended that the Council approve the agreement tonight subject to the one change under Section 2.1 clarifying that they will have the non-exclusive license for the period commencing 48 hours immediately preceding the event through 48 hours following the conclusion of the event. This would be the only change.

Councilor Brown pointed out that if something happens to one of those aircraft tomorrow morning, but the Airshow's agreement doesn't start until the next day, then they wouldn't have an insurable interest in that aircraft that got damaged.

Rick Allen wanted to know if the agreement could say that it starts at 6:00 a.m. on Wednesday and is done at midnight on Monday.

City Attorney Green explained that if there is ever an issue with the timing we can always do an amendment. He suggested that it say the Wednesday immediately preceding the start of the event at 8:00 a.m., and conclude it at midnight on the Monday after the event.

There were no objections to City Attorney Green's suggestion.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR TOM BROWN THAT THE CITY COUNCIL APPROVE THE MADRAS MUNICIPAL AIRPORT AIRSHOW LICENSE AGREEMENT WITH CENTRAL OREGON AIRSHOW, INC. AS AMENDED WITH RESPECT TO SECTION 2.1. THE MOTION PASSED UNANIMOUSLY, 4/0.

City Administrator Burril asked Rick Allen who would be signing the agreement on behalf of the Air Show.

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Rick Allen advised City Administrator Burril that he, Joe Krenowicz, or Councilor Brown, could sign the agreement.

City Administrator Burril wanted to know if Rick Allen would route that tomorrow and provide the City with a copy of the insurance certificate. He emphasized the need for them to provide the proof of insurance and signed agreement tomorrow.

Councilor Brown mentioned that Joe Krenowicz, is the Chairman, Rick Allen is the Treasurer, and that he is the Vice-Chairman.

VIII RESOLUTIONS

A. RESOLUTION NO. 21-2016

A resolution establishing an ice control and snow removal policy within the City of Madras, prohibiting parking along designated snow routes during snow storms and snow removal operations, supersedes and replaces Resolution No. 01-2016.

Public Works Director Hurd explained that this is the City's annual snow and ice removal policy for the upcoming year. There is a new resolution this year as they had a couple of minor changes to the route. They added Cherry Lane as a primary route, primarily to provide access to the Jefferson County Sheriff's Department, and they brought Loucks and Bean Drive in as a secondary route last year. This has been approved by the Public Works and Parks Committee and is being recommended for Council's approval.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR BARTT BRICK THAT THE CITY COUNCIL APPROVE RESOLUTION NO. 21-2016 WHICH WILL REPLACE RESOLUTION NO. ~~26-2015~~ [01-2016] SNOW REMOVAL POLICY. THE MOTION PASSED UNANIMOUSLY, 4/0.

B. SUPPLEMENTAL BUDGET RESOLUTION NO. 22-2016

A resolution authorizing an increase in appropriation to recognize unanticipated revenues, and expenses, and the transfer of appropriations within funds for fiscal year 2016-2017.

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Finance Director Hughes advised Council that this resolution modifies the 2016-2017 Budget to reflect some Community Development Department projects that weren't completed in the last fiscal year (e.g. the Airport Noise Protection Regulations and the Airport Urban Growth Boundary Expansion Project). Staff's recommendation is that the proposed resolution be approved.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR TOM BROWN THAT THE CITY COUNCIL AUTHORIZE AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER OF APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2016-2017. THE MOTION ADOPTING RESOLUTION NO. 22-2016 PASSED UNANIMOUSLY, 4/0.

C. RESOLUTION NO. 23-2016

A resolution of the City of Madras, in cooperation with the Board of County Commissioners of Crook, Deschutes, and Jefferson County, and the City Councils of Bend, Redmond, Prineville, Madras, Sisters, La Pine, Culver, and Metolius, in support of a Transportation Funding Package in the 2017 Legislative Session.

City Administrator Burril explained that this is being circulated to the counties and cities of Central Oregon. It is mainly due to transportation funding as a whole as the last time the State made a move was in 2009 and the time before that was in 1993.

He told the Council that he was able to give some testimony to the Transportation Legislative Assembly last week. He had let them know that the reason that this is being brought up is because the State's gas tax from 1993 to 2009, which was implemented in 2011, was not keeping up with inflation.

Right now we have an opportunity as we move into this legislative session as a public body to voice our support to our Legislative Assembly to encourage them to move forward with this. It is much simpler for the State to do this than it is for us. We were visited by the petroleum industry not too long ago and given notice that they will fight the City if we try to do a local measure, particularly a local gas tax.

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He explained that in 2015 the City put a citizen advisory committee together that asked the City to consider raising an additional \$750,000 a year to keep our roads from getting any worse and to try to hold that pavement index, as well as to start paving the 9.5 miles of gravel roadway. This resolution today is consistent with that citizen advisory report and would be a more effective and easier approach to get funding coming our way than if we try to do it at the local level.

Councilor Walker mentioned that he knows that the City used to do a lot of chip sealing and that he knows that we have some equipment to do that with. He wanted to know if it would make sense to incorporate that in some areas to help save money to put into other areas.

Public Works Director Hurd advised Councilor Walker that the City does not have chip sealing equipment. Jefferson County does. He offered to talk to the County to see what they would charge us to chip seal. The problem with this is that they have their own program going every year so it is difficult to get them to come and chip seal the roads for the City. He said that this is something that we could definitely look at. This is not a real well used practice on city streets because you get into cul-de-sacs and turn and it rips it up. The bikers do not like it. Typically they stick to chip sealing on County roads.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE RESOLUTION NO. 23-2016 TO SUPPORT THE STATE TRANSPORTATION FUNDING PACKAGE IN THE 2017 LEGISLATIVE SESSION. THE MOTION PASSED UNANIMOUSLY, 4/0.

IX CUSTOMER SERVICE SURVEY RESULTS

HR and Administrative Coordinator Puddy reminded the Council that the City does a survey every two years.

Councilor Montgomery asked that staff go slide by slide.

HR and Administrative Coordinator Puddy explained that they initiate this through the Annual Strategic planning. This is the second time that the City has put this out to the community for their input. She mentioned that she goes around and surveys each of the Department Directors. She asks each department where they want to focus these questions based on the kind of feedback that they are looking for from the community to better get input and look for where they can improve each of their departments specifically. The survey data was collected through the month of June 2016.

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The Finance Department staff came up with a really creative way to solicit and incentivize people to participate this year. A couple of years ago they did a gift basket that they raffled off. This year they offered a \$50 credit toward a City utility (e.g. water or sewer account) of the winner's choice.

She pointed out that a couple of assumptions that are really important to think of going forward looking at this as a whole is that this is a pretty small sample. This is really important to keep in mind when you look at some of the data and some of the pie charts. The better way to look at this is that this is a small sample and what staff's hopes are is that if we do this enough every couple of years, it will allow us to be able to start looking at some averages and start being able to graph and make sure that we are in alignment over the course of several years.

The City's Community Development Director's interaction with the community is not going to be the same as it is with our Utility Department. The respondents who responded to the survey, who interact with our Finance Director, is not going to be the same number of respondents who interact with our Community Development Director. For example, our Finance Director might have 30 respondents while our Community Development Director might only have eight or nine on that particular question. She mentioned the need to think of it in general terms as to how we are doing generally, rather than on what a specific number of people are actually responding.

She told the Council that she does have the raw data should any of them be interested in seeing it, but the information that she is presenting tonight is the summarized data. There are some outliers, some pretty extreme one way or the other, but this is the summarized version of what the majority of the respondents provided to the City.

Councilor Brick wanted to know how the demographics of the survey participants match up with the demographics of the City in general.

HR and Administrative Coordinator Puddy advised Councilor Brick that she would have to do considerably more research to get a better snapshot of that as she cannot really speak to this due to the sample size. The survey did not really ask all of the right questions to get a good idea of what that would look like.

She indicated that one of the Annual Strategic Plan Objectives for her this year is to work on a Diversity Policy and she will get much deeper into that question later this year.

She then went slide by slide for those in attendance, explaining each of the slides.

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Detective Sergeant Web, when the Police Department slides came up on the screen, advised Council that the partnerships that the Police Department has throughout the community, carry over into not only Jefferson County, but also to Deschutes County and Crook County. There have been incidents that have occurred here where help is just a phone call away for them to get other key members from other jurisdictions to come here and help, and they are always willing to do so. The Department has made real efforts at keeping those relationships.

He reported that the Department has had two or three different School Resource Officers and in the community that we are in, what is great about that, is that those officers come back out on patrol and know a lot of these people that were students, which makes their ability to interact with them so much better and the investigations so much easier.

Councilor Brick asked HR and Administrative Coordinator Puddy to include a trend analysis the next time she does a Customer Service Survey.

HR and Administrator Coordinator Puddy assured him that she would and offered to solicit questions from the Council prior to the City's next survey.

Councilor Montgomery referred to the Transportation System Plan update that has identified a number of areas that need work. In his opinion, it would be interesting to use this as a basis for the survey on what people would like to see. It could say that the experts say this, what do you say?

[Note: A copy of the PowerPoint presentation will remain on file at the Madras City Hall for review by the public upon request.]

X ORDINANCE NO. 890

An ordinance of the City of Madras amending Ordinance No. 889, and declaring an emergency.

[Ordinance No. 889 is an Ordinance of the City of Madras adopting the 2015 updated Economic Opportunities Analysis, adopting amendments to the Goal 9 (Economic Development) element of the City's Comprehensive Plan, amending the Madras Urban Area Comprehensive Plan and Zone Map, adopting text amendments to Ordinance No. 864, creating mixed use zones south of Fairgrounds Road and in the Madras Industrial Park, and declaring an emergency. (Passed by Council on June 14, 2016)]

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City Administrator Burril explained that as he understands this, there is an exhibit that got worked through the Planning Commission and City Council, but inadvertently did not get included in the actual text amendments for the Industrial Zone.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT ORDINANCE NO. 890 BE READ BY TITLE ONLY.

Councilor Walker advised City Attorney Green that he has property in that area and wanted to know if he needs to abstain from voting.

City Attorney Green asked Councilor Walker to be more specific.

Councilor Walker explained that he has property that will be affected by the Mixed Use Employment (MUE) ordinance.

City Attorney Green wanted to know if he would be receiving some type of financial benefit or gain by virtue of the amendment.

Councilor Walker answered the question by saying "not unless it sells". He said that he does not have anyone looking at the property at this time.

City Attorney Green suggested that he be safe and abstain from voting if he thinks that there would be any financial benefit that would be derived from the change.

THE MOTION, CURRENTLY ON THE FLOOR, PASSED 3/0, WITH COUNCILORS BRICK, MONTGOMERY, AND BROWN VOTING IN FAVOR OF THE MOTION AND COUNCILOR WALKER ABSTAINING FROM VOTING ON THE MOTION.

City Attorney Green read Ordinance No. 890 by title only at this time.

City Recorder Coleman told City Attorney Green that all this is, is an ordinance that when they passed the prior ordinance (No. 889), Community Development Director Snead inadvertently forgot to give her a portion of Exhibit "C", so all of that was pretty much adopted, it just wasn't in the actual Exhibit "C" that was attached to the ordinance. Council is not reapproving the Mixed Use Zone, so she wasn't sure if Councilor Walker would still have to abstain from voting.

City Attorney Green wanted to know if City Recorder Coleman was saying that Exhibit "C" was not included in the ordinance that was approved earlier.

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City Recorder Coleman advised City Attorney Green that part of the exhibit was, but not all of it. She said that she believes that it was the Mixed Use Employment zone in the Industrial area that had not been attached as an exhibit.

City Attorney Green asked Councilor Walker if this specific component affects his property.

Councilor Walker indicated that it does not.

City Attorney Green explained that if what is being accomplished by virtue of this amending ordinance has no impact on his property, then he would be okay to go ahead and vote on this.

City Recorder Coleman clarified that the Council would be readopting revised Exhibit "C", which includes the portion that was already adopted by Ordinance No. 889 and the Industrial area, so the Council will be adopting the entire Exhibit "C" again.

City Attorney Green considered this comment and mentioned the need for Councilor Walker to declare the conflict. He said that as a point of clarification, there is an emergency declaration in this ordinance, but he believes that this is the first time that this ordinance is being presented so it requires unanimous consent under the City Charter for purposes of approval if there is an emergency declaration within the ordinance. He asked City Recorder Coleman if she recalls what the Charter says.

City Recorder Coleman could not recall what the Charter said, but did know that no City Council member could vote in opposition to the ordinance.

City Attorney Green briefly reviewed the Charter and determined that the Council can go ahead and approve the ordinance, but he thinks that the ordinance will need to be brought back before the Council and approved again at their next meeting. The ordinance would be effective on the second vote. He explained that we do not have unanimous consent and unfortunately the Charter does not contemplate a situation where someone declares a conflict of interest and abstains from voting. The Charter provides that except as Subsection 3 of this Section allows reading by title only, the Council may adopt an ordinance at a single meeting by the express unanimous votes of all Council members present. There is no contemplation of a conflict declaration which removes a Council member from voting, so technically this includes all Council members present.

He recommended that the Council approve the ordinance tonight and bring it back to Council at the next City Council meeting. Council can approve it again and it would

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become effective immediately at that time, but it will not become effective today. He asked City Recorder Coleman if this impacts anything that is pending before the City that she is currently aware of.

City Recorder Coleman explained that the only thing that she is aware of is that it delays her ability to codify the ordinance.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT THE CITY APPROVE AND ADOPT PROPOSED ORDINANCE NO. 890 BY EMERGENCY.

City Recorder Coleman proceeded with the taking of a roll call vote at this time.

Councilor Brick	Aye
Councilor Montgomery	Aye
Councilor Walker	Abstained
Councilor Brown	Aye

THE MOTION, CURRENTLY ON THE FLOOR, PASSED 3/0, WITH COUNCILORS BROWN, MONTGOMERY, AND BRICK VOTING IN FAVOR OF THE MOTION AND COUNCILOR WALKER ABSTAINING FROM VOTING ON THE MOTION.

XI LIQUOR LICENSE RENEWAL APPLICATIONS

Abby's Legendary Pizza of Madras	Madras Bowl
Ahern's Stop and Shop	Madras Chevron Circle
Backstreet Pub, The	Madras Pub and Deli
Bi-Mart #654	Mazatlan Mexican Restaurant
Busy Bee Market	Mexico City Restaurant
Desert Peaks Golf Club	Mid City Texaco
Ding Ho Family Restaurant	Moe's Shell
Elks Lodge #2017	97 Mart
El Surtidor	Rialto Tavern
Erickson's Thriftway	Rio Restaurant
Geno's Italian Grill	Safeway Store #1960
Great Earth Cafe and Market, Inc.	Wild Winds Station
Huang's Hunan Chinese Restaurant	

Detective Sergeant Webb reported that the Madras Police Department has performed their annual checks and they are recommending that the renewal applications for the listed businesses be approved.

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A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE THE LIQUOR LICENSE RENEWAL APPLICATIONS. THE MOTION PASSED UNANIMOUSLY, 4/0.

XII PHOTO PROPOSAL AND POSSIBLE AUTHORIZATION TO EXPEND DEDICATED ART FUNDS FOR ART FOR CITY COUNCIL CHAMBERS

City Administrator Burril indicated that Council wanted to appoint a committee to select the pictures that would be placed on the Council Chamber wall. He asked Councilor Brown if they wanted to bring their selections back to the Council before moving forward.

Councilor Brown suggested that if the Council is going to authorize the expenditure of funds, they should just get it done.

Mayor Embanks mentioned that the Council is going to authorize the expenditure of funds and the committee will select the pictures at a later date.

City Administrator Burril recommended that the Finance Director pull 50% of the funds from the Building Fund, where they originally have the mural budgeted, and the other 50% from Central Services, the Councilor Expenses line item, up to \$3,000.

During the City Council Work Session that was held earlier this evening, Councilors Brown and Walker volunteered to assist with the selection of photographs. It was also suggested that Jerry Ramsey, Jefferson County Historical Society, might also be willing to assist in selecting the photos.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL AUTHORIZE EXPENDITURES FOR THE PHOTOS NOT TO EXCEED \$3,000. THE MOTION PASSED UNANIMOUSLY, 4/0.

XIII OREGON BALLOT MEASURE 97 (FKA INITIATIVE PETITION 28)

Councilor Brown explained that this is a tax on companies that have revenues of over \$25 million. He mentioned that he had provided a copy of the resolution that had been passed by the City of Hillsboro that was in opposition to the measure. This is something that he would be in favor of doing, as he is very much against this measure. Everything you look at indicates that this isn't good for Oregon.

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Mayor Embanks wanted to know if the City can do a resolution or what can the City do to say that we are in opposition to this particular tax. Would we send it to the Governor? Would we send it to the Legislature?

City Attorney Green advised Mayor Embanks that he has not seen Hillsboro's resolution. He said that he can tell them that staff cannot be involved in this initiative or the adoption or approval of the resolution. This is something that only the City Council, as elected officials, can actually engage in. He told Mayor Embanks that this surprises him a little as he has not seen a City do this. He said that he is not saying that they can't, but he suggested that the Council give him an hour to confirm that it would be appropriate.

Mayor Embanks mentioned that he had heard something to the effect that it wasn't appropriate because this is a measure, not some other type of ordinance or whatever.

Councilor Brown announced that Eugene came out in favor of it.

Mayor Embanks pointed out that this will benefit some part of the population, but will not benefit everyone. This is going to raise the price of goods and services throughout the State to the detriment of almost every business. It is his understanding that they can use this tax on food and drugs.

Councilor Brown explained that one of the interesting problems with it is that it is being sold as a tax that will help schools, but there is nothing in the resolution that directs where the funds go. The money will simply go into the State's General Fund and they can do anything that they want with it.

Mayor Embanks noted that tonight on the news they were talking about the Marijuana Tax in Oregon bringing in \$3 to \$4 million dollars more than they thought it was going to bring in. This tax money is earmarked partially for schools, and some for law enforcement. This money goes into the school's general fund so they can spend it on anything that the school wants to spend it on. This causes him some concern as there might be some schools and school boards that would spend it on something like administrator salaries, etc. He indicated that those things that are given a blank check to spend funds on anything, makes him a little nervous, especially the State, as they have always been guilty of doing sweeps on things like 9-1-1 and other funds that cities need.

He asked City Attorney Green to let the Council know when he finds anything out for sure on this.

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City Attorney Green assured him that he would.

XIV CONSENT AGENDA "A" - APPROVAL OF VOUCHERS

Mayor Embanks explained that this item had been pulled from the Consent Agenda as Councilor Brown wanted to discuss those things on the voucher list that had been marked as "Miscellaneous".

Councilor Brown mentioned that in bookkeeping he has a problem with miscellaneous items. He wanted to know what can be done to correct this to make sure that all of these miscellaneous items are in the correct categories.

Finance Director Hughes told Councilor Brown that part of the concern from just an accounting / bookkeeping database standpoint is that not every project is in and of itself a large project or something where they bring all of the expenses together and they are part of a capital project. For example, she explained that they had the Willow brook Subdivision where they were working on the LIDS for that at the latter part of May and beginning of June 2016. This is three or four weeks where they were working on that project, but then the developer pulled out, so the project fell through. When that happens, they have the expenses, but to not necessarily have a project to associate those expenses to.

A majority of the expenses are miscellaneous expenses for the sewer. The Finance Department can easily, well not so easily, show every expense. There are other projects that are just 15 or 20 minute conversations as they are closing up one year and getting ready for a new year and there are new projects starting and they just need direction. If they were to enter each one of them it would add a lot of data and many more pages in the reports. She mentioned that they can do that, but that she doesn't know what they are gaining by doing that.

Some of this is transparency, but whenever they are talking about less than \$50 per phone call or per item and they are not coming together as a whole, this would be difficult.

Councilor Montgomery wanted to know if there was a policy for that or if it was just practice.

Finance Director Hughes explained that it is more practice. Sometimes this has to do with time concerns and practicality. What it looks like to her is that this was the latter

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part of May and all of June and it was a lot of small projects and small conversations trying to be brought to a close.

City Administrator Burril pointed out that there are a couple of different things going on here. One of them is the line item level of our budget and the other, is that as a practice, some of the miscellaneous, at least through the legal attorney's billings, are when the attorneys do not have a specific project to associate a charge to, but on their spreadsheet they itemize it by description, the date, and what was discussed. All of this does not end up on the Finance Department's voucher list. He mentioned the possibility of adding some of the description so it just doesn't say "Miscellaneous".

Councilor Brown noted that these are all public documents. He asked staff to think about the Council standing at the meat counter at Erickson's, trying to explain what a miscellaneous item is for, should someone come up and ask them about it.

Finance Director Hughes advised Councilor Brown that the Finance Department can summarize it better, if that would help.

City Administrator Burril mentioned that sometimes it might say Miscellaneous, had a phone call with Community Development Director Snead on a code issue.

The Council appeared to have no objections to what was being proposed.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT COUNCIL APPROVE THE VOUCHERS. THE MOTION PASSED UNANIMOUSLY, 4/0.

XV ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

▶ PUBLIC WORKS DEPARTMENT REPORT

Public Works Director Hurd reported on the following:

- Daimler Road Project

They were going to begin paving today, but the plant broke down so they will begin paving tomorrow. They are expecting to have the roadway paved by the end of day on Thursday. He assured the Council that they are fully aware that they need to be off of the Airport come Friday morning.

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- New Developments

Grocery Outlet - is currently going through the Site Plan Review and Building Permit process.

Warm Springs Truck Stop - he is meeting with them tomorrow to finalize their public improvements plan on Cherry Lane and on the Highway.

Car Wash Station - is going in at old Tiger Mart location.

Keith Manufacturing - is constructing new offices.

St. Charles, Madras - is close to wrapping up. They have their storm water improvements almost completed. The City is working through some issues with them in trying to get flows to them to meet their fire department demands. It has been challenging, but they had a meeting today and he thinks that it went really well.

▶ CITY ADMINISTRATOR COMMENTS

City Administrator Burril announced that one of the grants that Public Works Director Hurd and Public Works Administrative Assistant Quinn put together has been awarded through the Oregon Department of Environmental Quality. There were thirteen (13) projects that were applied for and the City's project ranked number 5, and of those thirteen (13) projects four of them received what they call principal forgiveness (the grant portion). He told the Council that he is happy to announce that we were awarded \$557,500 in principal forgiveness dollars by the State. This is for the Bel-Air and Herzberg Heights sewer project. We have this money to match with some County money. There are about 60 homes up there that, over time, could go off septic systems and onto a better system.

XVI ADJOURN

The City Council meeting was adjourned at 8:50 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS
Request for Council Action

Date Submitted: September 7, 2016

Agenda Date Requested: September 13, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burrell

From: City Recorder, Karen J. Coleman

Subject: **CONSENT TO ASSIGNMENT AGREEMENT
EXELIS, INC. TO HARRIS CORPORATION**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|---|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion
As Part of the Consent Agenda | <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 lease agreement dated September 22, 2009 with ITT Corporation for use of 625 square feet of Airport property for the installation of a tower, equipment, and fencing (an ADS-B Radio Station Site).

The Council approved an "Assignment of Agreement" on June 12, 2012 which transferred all of ITT Corporation's rights, interest, and obligations to Exelis, Inc.

Exelis, Inc. merged with and into Harris Corporation and in doing so assigned all of their rights, interest, and obligations arising out of or under the lease to Harris Corporation effective as of December 31, 2015.

Council's approval of the proposed "Consent to Assignment Agreement" formally confirms that the City consents to Exelis, Inc.'s assignment and Harris Corporation's assumption of the lease.

SUMMARY:

A. Fiscal Impact

There will be no fiscal impact at this time as Harris Corporation is assuming the lease payment obligation, which at this time, because the lease is undertaken in support of FAA Contract #DFTAWA-07-C-00067, is zero.

Should they make rent payments for similarly situated facilities at other airports, or, should they no longer be providing this support service for the FAA, Harris Corporation will need to start paying Fair Market Rent as set forth in the most current property appraisal.

B. Supporting Documentation

A copy of the original lease agreement with ITT, Corporation, a copy of the "Assignment of Agreement" from ITT Corporation to Exelis, Inc., and the proposed "Consent to Assignment Agreement" between Harris Corporation and the City of Madras have been attached for Council's review.

STAFF'S RECOMMENDATION IS:

That the City Council take formal action to approve the "Consent to Assignment Agreement" between Harris Corporation and the City of Madras, as proposed.

CONSENT TO ASSIGNMENT AGREEMENT

This Consent to Assignment Agreement (this "Agreement") is entered into on September _____, 2016, but made effective for all purposes as of December 31, 2015 (the "Effective Date"), between **HARRIS CORPORATION**, a Delaware corporation ("Harris"), whose address is 2235 Monroe Street, 5th Floor, Herndon, Virginia 20171, and the **CITY OF MADRAS**, an Oregon municipal corporation ("City"), whose address is 15 SW E Street, Madras, Oregon 97741.

RECITALS:

A. By and through a certain Assignment of Agreement dated on or about July 18, 2012 between City, Exelis, Inc., and ITT Corporation, Exelis, Inc. and City are parties to a certain Madras Municipal Airport Ground Lease for Aeronautical Use Improvements dated September 22, 2009 (the "Lease"). On or about December 31, 2015, Exelis, Inc. merged with and into Harris pursuant to the terms of certain Articles of Merger (and the Plan of Merger referenced therein) dated December 23, 2015 and filed with the Indiana Secretary of State on December 30, 2015 (the "Merger").

B. Section 9.2.1 of the Lease provides that Exelis, Inc. may not assign or otherwise transfer the Lease without City's prior written consent. Section 9.2.2 provides that an assignment includes the sale, assignment, transfer, or other disposition of any issued and outstanding stock of Exelis, Inc.

C. In connection with the Merger, Exelis, Inc. has "assigned" and Harris has "assumed" Exelis, Inc.'s obligations arising out of or under the Lease. By the execution of this Agreement, City consents to Exelis, Inc.'s assignment and Harris' assumption of the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and 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. Assignment; Assumption. In connection with the Merger, Exelis, Inc. has assigned and transferred all of Exelis, Inc.'s rights, interest, and obligations arising out of or under the Lease to Harris effective as of the Effective Date. Harris assumes all of Exelis Inc.'s rights, interest, and obligations arising out of or under the Lease. Harris will timely and faithfully perform all of Exelis Inc.'s obligations arising out of or under the Lease.

2. Consent to Assignment; Reimbursement of Expenses. City consents to the assignment and assumption of the Lease evidenced by this Agreement, subject to the terms and conditions contained in this Agreement; provided, however, any subsequent proposed assignment or transfer of the Lease will require City's consent in accordance with the Lease. Harris will reimburse City for any costs and expenses City incurred in connection with the assignment contemplated by this Agreement, including, without limitation, City's reasonable attorney fees, contemporaneously with Harris' execution of this Agreement.

3. Full Force and Effect. All the terms and provisions of the Lease remain unchanged and in full force and effect. Harris affirms and reaffirms all the terms and provisions of the Lease. Nothing contained in this Agreement will be construed to modify or amend the Lease, except for the assignment specifically provided under this Agreement. The parties' execution of this Agreement will not be construed as an actual or implied waiver and/or release of any condition or obligation contained in the Lease.

4. Execution; Counterparts. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

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

HARRIS:
Harris Corporation,
a Delaware corporation

CITY:
City of Madras,
an Oregon municipal corporation

By: _____
Its: _____

By: Royce Embanks, Mayor

ASSIGNMENT OF AGREEMENT

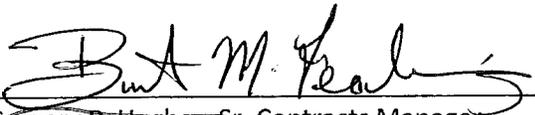
The "Agreement" as referenced herein is the ADS-B Site License Agreement, dated September 22, 2009, made by and between City of Madras and ITT Corporation.

By signing below, ITT Corporation and Exelis Inc. do hereby attest that on October 31, 2011 a tax-free spin-off was conducted by ITT Corporation, which created three independent publically-traded corporations, and Exelis Inc., being one of the these corporations, retains the government contracting business area related to the Agreement. Therefore, ITT Corporation and Exelis Inc. desire to assign the Agreement from ITT Corporation to Exelis Inc.

The parties do hereby agree that the Agreement is assigned as of the date last signed below by ITT Corporation to Exelis Inc., an Indiana corporation, with the consent of City of Madras and is effective as of October 31, 2011. All obligations, rights and responsibilities as Licensee under the Agreement shall be conveyed to and accepted by Exelis Inc. and the term "Licensee" as used in the Agreement shall mean Exelis Inc. upon the date of this assignment. All other terms and conditions of the Agreement shall remain unchanged and are in full force and effect.

The Licensee contact persons, addresses, telephone numbers, FAX numbers, and email addresses, as shown in the Agreement, remain unchanged except for the name change from ITT Corporation to Exelis Inc.

ITT Corporation does hereby attest to the above and assign the Agreement, including conveyance of all rights and responsibilities thereof.


Gregory P. Hughes, Sr. Contracts Manager
Burt M. Fealing
SVP, General Counsel and Secretary

7/18/12
Date

Exelis Inc. does hereby attest to the above and accept assignment of the Agreement, including acceptance of all rights and responsibilities thereof.


Trowbridge M. Littleton, Director, Contracts

7/12/12
Date

City of Madras does hereby consent to the assignment of the Agreement, including all rights and responsibilities thereof, from ITT Corporation to Exelis Inc.


Signature

June 12, 2012
Date

Melanie Widmer
Print Name

Mayor
Title

1. AGREEMENT TO LEASE

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth below.

2. TERM

2.1 TERM. The term of this lease shall begin when signed by both the Lessee and Lessor and shall continue to midnight on September 30, 2025 under the renewal provisions at Paragraph 2.2 herein, unless it is sooner terminated as provided in this lease.

This lease is conditioned on Lessee obtaining all required construction or other permits and initiating construction within twelve (12) months of the effective date of this lease. Lessee shall make application for such approval with reasonable promptness and prosecute the application diligently and in good faith. Lessor shall join in the application if required but shall have no expense in connection with the application or approval.

The City reserves the right to cancel the lease with 180 days prior written notice. In the event the City cancels the lease (other than for default), it shall pay the Lessee Fair Market Value for the improvements.

2.2 RENEWALS. This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee's option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires: provided, that no renewal thereof shall extend the period of occupancy of the Premises beyond September 30, 2025.

3. RENT; SECURITY

3.1 RENT. Lessee shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to Lessee herein are in consideration of the obligations assumed by Lessee in its establishment, operation and maintenance of the ADS-B radio station facilities upon the Premises hereby leased. This lease is undertaken in support of FAA Contract DTFAWA-07-C-00067, issued to ITT Corporation on August 30, 2007. However, should Lessee make rent payments for similarly situated facilities at other airports or, should Lessee no longer be providing this support service for the FAA as described in Contract DTFAWA-07-C-00067, Lessee shall pay the Fair Market Rental rate for the Madras Municipal Airport as set forth in the most current property appraisal. This is consistent with FAA advice that the airport is obligated

to provide land (at no cost) to the federal government for purposes of securing air traffic control, aerial navigation, weather reporting or aerial communication facilities.

3.2 ADDITIONAL CHARGES. Lessee shall not be required to pay a Street lighting or landscape charge so long as it is not required to make rent payments. Should Lessee be required to make rent payments as described above, at that time it shall also be assessed these Additional Charges on the same basis as that of other lessees at the Madras Municipal Airport.

3.3 GENERAL RENT PROVISIONS. As per Paragraph 3.1, Lessee is not required to pay rent. However, if Lessee were to pay rent all rents shall be payable without deduction or offset to the order of Lessor at the address shown below or at such other address as may be designated from time to time by Lessor. It is the intention of the parties that all rents payable under this lease shall be net to Lessor and that all costs, expenses and obligations during the lease term relating to the Premises shall be paid by Lessee.

4. USE OF PREMISES

4.1 PERMITTED USE. Lessee shall use and permit the use of the Premises only for the maintenance and operation of ADS-B radio station facilities.

4.2 SUB-LEASE PROHIBITED. Sub-lease of the Premises is strictly prohibited.

4.3 RIGHT TO ENTER. Lessor reserves the right to enter Premises for the purpose of inspection for compliance with the terms of this agreement, general safety inspections, to make any necessary repairs and for any other purpose that Lessor finds necessary for the operation of the airport and enforcement of the terms of this lease. Lessee agrees to grant such access within 48 hours of written request by the Lessor.

4.4 AIRCRAFT IDENTIFICATION AND USE. Not applicable.

4.5 OPERABLE AIRCRAFT. Not applicable.

4.6 INTERFERENCE WITH RADIO SITE OPERATIONS. Lessor acknowledges that Lessee radio equipment performance is limited by radio line-of-sight coverage and construction of substantial structures higher above mean sea level than Lessee antenna height could reduce airspace coverage provided by Lessee equipment beyond acceptable limits. Lessor agrees to coordinate any proposed new construction of higher structures with Lessee and Lessee shall cooperate with Lessor in the evaluation of potential blockage due to any proposed new construction.

Lessor shall cooperate with Lessee in resolving any issues of unacceptable blockage including, but not limited to relocating Lessee to an alternate site or allowing Lessee, with FAA approval, to raise the height of Lessee antenna tower to reduce or eliminate such blockage. Notwithstanding the cooperative agreement specified herein Paragraph 4.6, Lessor retains the right to construct or allow to be constructed any airport improvement project determined, at the sole discretion of the City of Madras, to be in the best interest of the Madras Municipal Airport.

5. TAXES AND ASSESSMENTS; UTILITIES; ANNEXATION

5.1 PAYMENT BY LESSEE. Lessee shall pay before delinquency all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the Premises, improvements located on the Premises or personal property or fixtures located on the Premises or in the improvements during the lease term. Lessee shall make all such payments directly to the taxing authority. If any such tax assessment or charge may be paid in installments, Lessee may elect to do so as long as each installment together with interest is paid before it becomes delinquent.

5.2 PRORATIONS. Taxes, assessments and charges for the tax years in which the lease term commences and expires shall be prorated between the parties on a daily basis as of the date of commencement or expiration. If any tax, assessment or charge is payable in installments and an election to so pay has been made with respect to the Premises. Lessee shall pay all installments which fall due during the lease term regardless of whether some installments fall due before or after the lease term.

5.3 PROOF OF COMPLIANCE. Lessee shall furnish to Lessor receipts or other proof of payment of taxes and assessments within 30 days after written request from time to time by Lessor.

5.4 UTILITIES. Lessee shall pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the Premises. All utilities must be "undergrounded" to Facility.

Lessee is responsible for the provisions of any and all required electrical power and/or telecommunications services to the leased site for the term of this lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

5.5 ANNEXATION. The Lessee hereby gives express, continuing, written consent to annexation of the property described herein to the City of Madras; and waives the one (1) year period prescribed in ORS 222.173; and does hereby agree to execute such separate, further or additional applications, petition and consent as may be hereafter required by the City, or the laws of the State, as

now or hereafter enacted for such annexation. This consent is given in consideration of City services that either have been or will be supplied to the property. The Lessee intends this consent to comply with all requirements of law for annexation of the property described. The Lessee and the City intend that this consent shall constitute a covenant running with the land, binding on the Lessee and the Lessee's heirs, successors or assigns. The City may exercise this consent at any time in the City's sole discretion.

6. INITIAL CONSTRUCTION

6.1 LESSEE'S OBLIGATION TO CONSTRUCT. Lessee shall construct an ADS-B Radio Station facility on the Premises which shall have an estimated cost of \$100,000.00 and be designed for use as an ADS-B Radio Station facility (the "Facility"). The Project shall be a complete ADS-B Radio Station wholly within the boundary lines of the Premises. Lessee shall obtain all permits and commence construction of the Facility within one (1) year after the date of this lease and complete construction including possessing a valid occupancy permit within two (2) years of the initial date of this lease. Prior to commencement of construction or demolition of any existing improvements, Lessee shall comply with all conditions of construction specified in Paragraph 6.2. The construction of the Facility is referred to in this lease as "Construction".

6.2 CONDITIONS OF CONSTRUCTION. Prior to commencement of the Construction and before any building materials have been delivered to the Premises. Lessee shall comply with each of the following conditions:

6.2.1 As part of a Design Review process, Lessee shall deliver to Lessor for Lessor's reasonable approval three sets of preliminary construction plans and specifications prepared by an architect or engineer licensed in the State of Oregon which are sufficient to enable Lessor to make an informed judgment about the design and quality of the Construction.

Approval or disapproval shall be communicated to Lessee in the manner provided for notices within twenty (20) days after receipt of complete plans and specifications by Lessor. Any disapproval shall be accompanied by a statement of the reasons for such disapproval. Following any disapproval Lessee may elect either to revise the plans and specifications and resubmit them to Lessor pursuant to this paragraph or to contest the reasonableness of the disapproval. Final working drawings and the Construction work shall conform in all significant respects with the approved preliminary plans and specifications except as otherwise authorized in writing by Lessor. To save time and reduce cost, Lessee is urged to submit a preliminary elevation for approval. The Design Review process does not relieve the Lessee of the responsibility to submit necessary plans to the Building Official and secure required permits.

6.2.2 Financing. Not applicable.

6.2.3 Deliver to Lessor such other proofs and copies as Lessor shall reasonably request, including without limitation proof that workers' compensation insurance has been procured to cover all persons employed in connection with the construction, proof of issuance of all building and other permits required for the Construction, and copies of Lessee's contract with the general contractor or with subcontractors for the Construction.

6.2.4 Comply with the paragraph below entitled Builder's Risk Insurance.

6.2.5 Nothing hereinbefore or below mentioned or specified exempts the Lessee from complying with underlying zoning, airport operations, building or other officially adopted standards and conditions.

6.3 COMPLETION OF CONSTRUCTION. Once Construction has begun Lessee shall prosecute it to completion with diligence. All work shall be performed in a good and workmanlike manner and shall comply with all applicable governmental permits, laws, ordinances and regulations. Lessee shall pay or cause to be paid the total cost of the Construction.

6.4 FAILURE TO CONSTRUCT. Lessee acknowledges that a substantial part of the consideration to Lessor for entering into this lease is construction of the Facility, that Lessor would not have entered into this lease without the agreement by Lessee to construct the Facility and that any failure by Lessee to construct the Facility will result in damage to Lessor in an amount which would be very difficult to ascertain. It is therefore agreed that if Lessee fails to commence Construction as provided in this Section 6, this lease shall automatically terminate if construction has not been completed and an occupancy permit issued within twenty-four (24) months of the initial effective date of this lease agreement.

7. MAINTENANCE; ALTERATIONS; RECONSTRUCTION

7.1 MAINTENANCE. Lessee shall maintain the Premises and all improvements in first class condition and repair throughout the term of this lease, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, regulations and ordinances of federal, state, county municipal or other governmental agencies having or claiming jurisdiction.

7.2 ALTERATIONS. After construction of the Facility is completed, but not before, Lessee may from time to time construct, improve, demolish, remove, replace, alter, reconstruct, remodel or add to any existing improvements in whole or in part ("alterations") as Lessee shall deem necessary or desirable on the following conditions:

7.2.1 The value of the improvements on the Premises upon completion of such alterations shall equal or exceed the value of the improvements on the Premises just prior to such work.

7.2.2 All such work shall be done in a good and workmanlike manner in compliance with all applicable building and zoning laws and all other laws, ordinances, orders and requirements of all authorities having or claiming jurisdiction.

7.3 RECONSTRUCTION AFTER DAMAGE.

7.3.1 If any building or other improvement on the Premises is damaged or destroyed by fire or any other cause at any time during the lease term, whether or not covered by insurance, and the paragraph below does not apply, Lessee shall promptly repair the damage and restore the improvement. The completed repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvement immediately before the damage.

7.3.2 If a building on the Premises is damaged during the last two (2) years of the lease term to the extent that the estimated reasonable cost of restoring the building equals or exceeds 25 percent of the fair market value of the building immediately prior to the damage, Lessee shall repair, restore and replace as provided above, except that Lessee may by notice to Lessor given within 30 days after the date of the damage elect instead to raze the building, restore the Premises to its condition at the start of the lease term and terminate this lease.

Lessee shall pay all costs of razing and restoration of the Premises which shall be completed not later than 120 days after the date of the fire or other cause of damage. The date of termination of this lease shall be the date on which the razing and restoration is completed, and Lessee shall pay all rents, taxes and utilities, and shall perform all other obligations of Lessee under this lease to the date of termination. In the absence of such an election, Lessee shall promptly repair the damage and restore the building and shall do so whether or not the proceeds of any insurance policies covering the loss are sufficient to pay the cost of such repair, replacement or restoration.

7.3.3 Lessee shall not be entitled to any abatement of rent, if rent is required as per Paragraph 3.1, on account of any damage to or destruction of the building or other improvements on the Premises, nor shall any other obligations of Lessee under this lease be altered or terminated except as specifically provided to the contrary.

7.4 WORK DEEMED TO BE CONSTRUCTION. Any maintenance, alterations, reconstruction, razing or other work undertaken as a single project, and that requires acquisition of a building permit, shall be deemed to be Construction and shall be subject to the conditions of Construction specified above.

8. OWNERSHIP OF THE IMPROVEMENTS

All improvements constructed on the Premises by Lessee shall be owned by Lessee until expiration or sooner termination of this lease. It is hereby agreed between the parties, that upon termination of its occupancy, Lessee shall restore the property which is the subject matter of this lease including removal of structures, equipment and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

9. FINANCING AND ASSIGNMENT

9.1 LESSEE'S RIGHT TO MORTGAGE THE LEASEHOLD. Lessee may at any time and from time to time subject the leasehold estate and any or all improvements to one or more mortgages or other liens as security for a loan or loans or other obligations of Lessee, provided that;

9.1.1 The mortgage or other lien shall be subject to all of the terms and conditions of this lease and to the rights and interests of Lessor except as specifically provided to the contrary in this lease, and

9.1.2 Lessee shall promptly notify Lessor of the creation of each such mortgage or other lien and deliver to Lessor a true copy of the note and mortgage or other lien documents.

9.1.3 This Lease will not be subordinate to any mortgage.

9.2 ASSIGNMENT

9.2.1 Lessee shall not assign or otherwise transfer Lessee's interest in this lease or the estate created by this lease without the proper written consent of Lessor which shall not be unreasonably withheld. In granting or withholding such consent Lessor shall consider only the financial net worth and managerial experience of the proposed assignee and the appropriate aeronautical use of the improvement. No consent in one instance shall remove the requirement for consent in a subsequent instance.

9.2.2 For purposes of this Section 9.2, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Lessee, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Lessee is a corporation, partnership, joint

venture, syndicate or cotenancy, which shall result in changing the control of Lessee shall be construed to be an assignment of this lease.

9.2.3 Neither lifetime nor testamentary transfers between the individuals specified as Lessee or between any stockholders, partners, joint venturers, co-tenants or other members of Lessee nor transfer to a personal representative on death or incompetence shall constitute an assignment for purposes of this paragraph.

9.2.4 The terms of any assignment, whether or not the assignment requires the consent of Lessor, shall include a covenant by the assignee that it assumes and agrees to pay and perform all of Lessee's obligations under this lease. No assignment shall release the current or future Lessee of its obligations under this lease unless Lessor so agrees in writing.

10. INSURANCE

10.1 FIRE AND HAZARD INSURANCE. Lessee shall throughout the lease term keep the Facility and all other buildings on the Premises insured against loss by fire and other hazards covered by a standard form of fire insurance policy with extended coverage endorsement including vandalism and malicious mischief. The amount of the insurance shall be not less than 100 percent of the replacement cost of the insured improvements and shall also be sufficient to prevent Lessee from becoming a coinsurer under the provisions of the policies.

Lessor shall not carry any insurance which would result in a reduction of the protection or payment to Lessee under any insurance described above.

10.2 PROCEEDS OF FIRE AND HAZARD INSURANCE.

10.2.1 The proceeds of the policies described above shall be used to repair, restore and replace any damaged or destroyed improvements as provided in this Lease. Lessor shall cooperate fully with Lessee to obtain the largest possible recovery but Lessor shall have no expense or cost in that connection.

10.2.2 All policies of insurance required by paragraph 10.1 shall provide that the proceeds shall be paid to Lessee and the proceeds shall be deemed to be held in trust by Lessee for the uses and purposes required by this lease.

10.2.3 All policies described in paragraph 10.1 shall provide that the proceeds shall be paid to any institutional leasehold mortgagee and shall be released by it monthly for repair, restoration or reconstruction of improvements on architect's certificates or other requirements reasonably satisfactory to it. The proceeds shall be used to repair, restore and replace

any damaged or destroyed improvements as provided above. If there is no institutional leasehold mortgagee, proceeds shall be payable for such purposes to the holder of any fee mortgage or, if there is none, to Lessee.

10.3 BUILDER'S RISK INSURANCE. Before commencement of any Construction described above, Lessee shall procure and maintain in force until completion and acceptance of the improvement an all risk builder's risk insurance policy including vandalism and malicious mischief in form reasonably acceptable to Lessor. Such insurance shall cover the improvements in place and all materials and equipment at the job site with limits of not less than \$50,000.00 per loss.

10.4 PUBLIC LIABILITY INSURANCE. Lessee shall procure and continuously maintain during the term of this lease public liability and property damage insurance with initial limits of not less than \$1,000,000.00 for injury to one person, \$1,000,000.00 for any one accident or occurrence and \$250,000.00 for property damage.

Lessor may, by written notice to Lessee, demand that the limits of such insurance be raised to amounts specified in the notice and Lessee shall at the next succeeding policy renewal date, but not later than six (6) months after the date of the notice, raise the limits to those specified in the notice.

All limits demanded by Lessor shall be commercially reasonable as of the date of the notice for the use Lessee is then making of the Premises and improvements. The insurance shall be in a form sufficient to protect Lessor and Lessee against claims of third persons for personal injury, death or property damage arising from the use, occupancy or condition of the Premises or improvements on the Premises, and shall name Lessor as an additional named insured.

10.5 GENERAL INSURANCE PROVISIONS. All policies of insurance which Lessee is required by this lease to carry shall:

10.5.1 Provide that the insurer waives the right of subrogation against Lessor and that any loss shall be payable notwithstanding any negligence or affirmative act of Lessor.

10.5.2 Be issued by a responsible insurance company which is licensed to practice in the state of Oregon.

10.5.3 Be primary policies.

10.5.4 Be evidenced by certificates furnished to Lessor bearing endorsements requiring ten days' written notice to Lessor prior to any change or cancellation of the policies.

10.6 INDEMNIFICATION. Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the leased Premises or any condition of the leased Premises in the possession or under the control of Lessee, including any such claim, loss, or liability which may be caused or contributed to in whole or in part by Lessor's own negligence or failure to effect any repair or maintenance required by this lease, except in cases of Lessor's gross negligence or willful misconduct. Lessor shall have no liability to Lessee for any loss or damage caused by third parties or by any condition of the Premises.

11. DEFAULT

Each of the following events shall be a default by Lessee and a breach of this lease:

11.1 FAILURE TO PAY RENT. Not applicable.

11.2 OTHER PERFORMANCE FAILURES. Failure of Lessee to perform any other term, condition or covenant of this lease within twenty (20) days after written notice from Lessor specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 20-day period, the failure shall not be a default if Lessee begins correction of the failure within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as practicable, provided such extension is approved in writing by Lessor.

11.3 ATTACHMENT. Attachment, execution, levy or other seizure by legal process of any right or interest of Lessee under this lease if not released within 30 days, provided that the foreclosure of any mortgage permitted by this lease relating to construction of improvements on the Premises shall not be construed to be a default within the meaning of this Section 11.

11.4 BANKRUPTCY. An assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing, the appointment of a receiver to take possession of the Premises or improvements or the leasehold estate or of Lessee's operations on the Premises for any reason. For purposes of this paragraph the term bankruptcy includes all arrangements and chapters in the Bankruptcy Code.

11.5 RESERVATION FOR AERONAUTICAL USE. The Lessor must protect the airport and airport property for aeronautical use. The Lessee and any successors or assigns are hereby specifically advised that any construction or activity that interferes with the operation of the airport, the use of airport property or other aeronautical activities is specifically prohibited and will constitute a default and breach of this lease. Such violations shall be solely determined by

the Lessor. Upon written notification of such violation by Lessor, Lessee must immediately but in not more than ten (10) days remedy the aeronautical interference to Lessor's satisfaction. Any structures, objects, or natural growth at locations on the Premises which exceed 2,437 feet above mean sea level must be approved by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1.

11.6 AIRCRAFT REGISTRATION. Not applicable.

11.7 ABIDE BY AIRPORT RULES. Lessee shall comply with the Airport rules and regulations and minimum standards now in effect or hereinafter enacted.

12. REMEDIES ON DEFAULT

12.1 MORTGAGEE'S NOTICE AND RIGHT TO CURE. As a precondition to pursuing any remedy for a default by Lessee under this lease, Lessor shall notify Lessee and any qualifying mortgagee of the default and that the notice was for the purpose of notice under this paragraph. A qualifying mortgagee is the holder of either a mortgage described in paragraph 9.1 or a mortgage then existing on the Premises relating to purchase or construction of improvements and of which Lessor has been notified in writing pursuant to paragraph 9.1.2. Each mortgagee under a qualifying mortgage shall have thirty (30) days after the notice just described to either cure the default or to commence foreclosure. If foreclosure is commenced, Lessor shall not pursue any remedy for default during the pendency of the foreclosure proceedings so long as the qualifying mortgagee prosecutes it diligently to conclusion and pays all rents and performs all other covenants and conditions of this lease requiring the payment or expenditure of money by Lessee until the leasehold estate (and fee) is released from the mortgage or until it is transferred or assigned to a new Lessee who expressly assumes and agrees to pay and perform Lessee's remaining obligations under this lease.

12.2 LESSOR'S RIGHT TO CURE. After expiration of the applicable period during which Lessee or a qualifying mortgagee could cure, and before that in the event of an emergency, Lessor may, but is not obligated to, make any payment required of Lessee under this lease or under any note, mortgage or other document pertaining to the financing of improvements or fixtures on the Premises or perform or comply with any other covenant or condition imposed on Lessee under this lease or under any such note, mortgage or document. All amounts so paid by Lessor plus the cost of any performance or compliance, including attorney fees, plus interest on such sums at the rate of ten percent (10%) per annum from the date of payment, performance or compliance shall be deemed to be additional rent payable by Lessee with the next due installment of rent. No such payment or performance by Lessor shall constitute a waiver of a default or of any other remedy for default or render Lessor liable for any loss or damage resulting from any such payment or performance.

12.3 LESSOR'S REMEDIES. Upon default and after the notice period described in 12.1 above, Lessor may elect any one or more of the following consistent remedies.

12.3.1 Lessor may by notice to Lessee and to any qualifying mortgagee terminate this lease as of the date of the notice. All of Lessee's rights in the Premises and in all improvements on the Premises including without limitation the Project shall terminate as of the date of termination. Promptly after such notice Lessee shall surrender and vacate the Premises and all improvements broom clean and in good condition. Lessor may reenter and take possession of the Premises and of all improvements and eject some or all parties in possession except any sublessee qualifying under any nondisturbance agreement by Lessor. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

12.3.2 Lessor may elect to reenter the Premises without terminating this lease and from time to time relet the Premises including any improvements or parts of improvements on the Premises for the account and in the name of Lessee or otherwise. Lessor may elect to eject some or all persons then in possession except any subtenant qualifying under a nondisturbance agreement by Lessor. Any reletting may be for the remainder of the term or shorter period and Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name. Lessor shall apply all rents from the reletting first to the costs of reentry and reletting including reasonable attorney fees and then to rents and other amounts payable by Lessee under this lease including without limitation any amounts which became payable prior to the reletting. Lessee shall nevertheless pay to Lessor on the due dates specified in this lease all sums payable by Lessee under this lease, plus Lessor's expenses of retaking and reletting including any attorney fees, less amounts received by Lessor from the reletting, if any. No act by or on behalf of Lessor under this paragraph shall constitute a termination of this lease unless Lessor gives Lessee and any qualifying mortgagee a notice of termination.

12.3.3 Lessor may elect to use all or any part of Lessee's personal property and trade fixtures remaining on the Premises without compensation to Lessee and without liability for use or damage; or Lessor may store all or any of Lessee's personal property and trade fixtures for the account of and at the cost of Lessee. The election of one remedy for any one item shall not preclude an election of any other remedy for another item or for the same item at a later date. Lessor acknowledges that Lessee radio equipment operates at controlled FAA frequencies and

agrees not to use such radio equipment or to sell or dispose of such radio equipment in any manner that would subsequently allow its future unauthorized use by another party.

12.3.4 Lessor shall be entitled to the following rents throughout the lease term until the date of any termination: basic rent; plus any adjustments to basic rent pursuant to paragraph 3.2; plus percentage rent; plus interest at the rate of ten percent (10%) per annum from the due date of each such payment to the date of payment.

12.3.5 In the event of a termination Lessor shall be entitled to damages in the following amounts:

- (a) any excess of the rental obligation of Lessee under this lease from the date of termination to the last day of the lease term or renewal term in which termination occurs over the reasonable rental value of the Premises, including improvements, for such period of time; and
- (b) The reasonable cost of reentry and reletting, including the cost of any cleanup, broker's or finder's fees and attorney fees.

13. SURRENDER ON TERMINATION

13.1 SURRENDER. Upon expiration of the lease term or renewal term Lessee shall surrender possession of the Premises to Lessor, including all improvements then located on the Premises, free of occupants and restored as described in Section 8. All property that Lessee is required to surrender shall become Lessor's property at the date of expiration of this lease. All property that Lessee is not required to surrender, but that Lessee does abandon shall, at Lessor's election, become Lessor's property on the date of expiration or termination of this lease. Lessor acknowledges that Lessee radio equipment operates at controlled FAA frequencies and agrees not to use such radio equipment or to sell or dispose of such radio equipment in any manner that would subsequently allow its future unauthorized use by another party.

13.2 HOLDOVER. Failure by Lessee to vacate the Premises at the time specified in this lease shall not constitute a renewal or extension or give Lessee any rights in or to the Premises or any improvements. Upon such a holdover, Lessee shall defend and indemnify Lessor from all liability and expenses resulting from the failure or delay of Lessee to timely surrender the Premises including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to so surrender.

14. HAZARDOUS WASTE

Lessor agrees with and represents and warrants to Lessee as follows:

14.1 Lessor has at all times complied and shall at all times during this Lease comply with all applicable federal, state and local environmental laws and regulations applicable to the leased Premises and any activities conducted thereon.

14.2 There is no pending or threatened, private or governmental claim, order or litigation, nor is there any pending or threatened judicial or administrative action or order, pertaining to or affecting the leased Premises.

14.3 Lessor has not caused or permitted and shall not cause or permit any Hazardous Substances or other dangerous, toxic substances or any Solid Waste to be, and has no knowledge that any such substances or waste have been, generated, manufactured, refined, transported, treated, stored, disposed, handled, processed, produced or Released on the leased Premises, except in compliance with all applicable federal, state and local laws and regulations. For the purposes of this Lease, the term "Hazardous Substance" shall have the meaning set forth in 40 C.F.R. Section 302.4 and shall also include petroleum, petroleum products and used oil; the term "Solid Waste" shall have the meaning set forth in 40 C.F.R. Section 261.2; and, the term "Release" shall have the meaning set forth in 42 U.S.C. Section 9601.

14.4 Lessor is, and at all times during this Lease shall be, in full and timely compliance with all laws and regulations relating to the environmental condition of the leased Premises of the state, county or municipality in which the leased Premises are located which require notification to the state, county or municipality prior to lease or sale of the leased Premises. Lessor shall timely receive any approval or authorization that may be required pursuant to any law, regulation or ordinance of the state, county or municipality which requires approval or authorization based upon a review of the environmental conditions of the leased Premises to be obtained from any governmental agency prior to execution of this Lease.

14.5 Lessor has no knowledge of any Environmental Condition concerning any real property adjacent to the leased Premises that would adversely affect the leased Premises. For purposes of this Lease, "Environmental Condition" means any condition that may exist or have existed with respect to soil, surface or ground waters, stream sediments and every other environmental media, which conditions could require response as defined in 42 U.S.C. Section 9601 (but not limited to response actions required under said statute) or which could result in claims, demands, orders or liabilities by or to third parties, including without limit, governmental entities.

Lessee agrees with and represents and warrants to Lessor that Lessee shall not cause or permit any Hazardous Substances or other dangerous, toxic substances or any Solid Waste to be generated, manufactured, refined, transported, treated, stored, disposed, handled, processed, produced or Released on the leased Premises, except in compliance with all applicable federal, state and local laws and regulations.

Lessor agrees to indemnify, defend and hold harmless Lessee, its successors and assigns, against and with respect to any and all damages, claims, losses, liabilities and expenses of any kind, including without limit, legal and consulting expenses incurred by Lessee, its successors and assigns, by any other party (including without limit any governmental entity) arising out of or connected with: (i) Any Environmental Condition with respect to the leased Premises existing as of, at or prior to the Commencement Date, including without limit, the exposure of any person to any such Environmental Condition regardless of the cause of such Environmental Condition or exposure; or, (ii) Lessor's breach of or misrepresentation in any provision of this Section 14.

Lessee agrees to indemnify, defend and hold harmless Lessor against and with respect to any and all damages, claims, losses, liabilities and expenses of any kind, including without limit, legal and consulting expenses, incurred by Lessor or which are asserted against or imposed upon Lessor, its successors or assigns, by any other party (including without limit any governmental entity) arising out of or connected with Lessee's breach of or misrepresentation in any provision of this Section 14 of the Lease.

The representations and warranties made and the indemnity obligations provided for in this Section 14 of the Lease shall apply notwithstanding any provision of this Lease to the contrary.

15. MISCELLANEOUS

15.1 NONWAIVER. Waiver by either party of strict performance of any provision or term of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provision.

15.2 NOTICES. All notices under this lease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to Lessor or Lessee at the addresses stated below, or to such other address as either party may specify by notice to the other party:

LESSOR:

City of Madras
71 SE "D" Street
Madras, Oregon 97741

LESSEE:

ITT Corporation
Advanced Engineering & Sciences Division
12975 Worldgate Drive
Herndon, Virginia 20170
Attention: ADS-B Subcontracts Department
Tel: (703) 668-6221 or 6302
Fax: (703) 668-6211

15.3 ATTORNEY FEES. If suit or action is instituted to collect rent, to enforce this lease, or in connection with any claim or controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action. If arbitration is instituted in connection with any claim or controversy arising out of this lease, attorney fees may be awarded by the arbitrators as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

15.4 SEVERABILITY. The invalidity or illegality of any provision of this lease shall not affect the remainder of the lease.

15.5 GOVERNING LAW. This lease and the party's rights under it shall be construed and regulated by the laws of the state of Oregon.

15.6 MEMORANDUM OF LEASE. At the request of either party the parties will execute and acknowledge a memorandum of lease in recordable form which shall include a legal description of the Premises and the term of the lease, and either party may record the memorandum.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

LESSOR:
CITY OF MADRAS


Melanie Widmer, Mayor

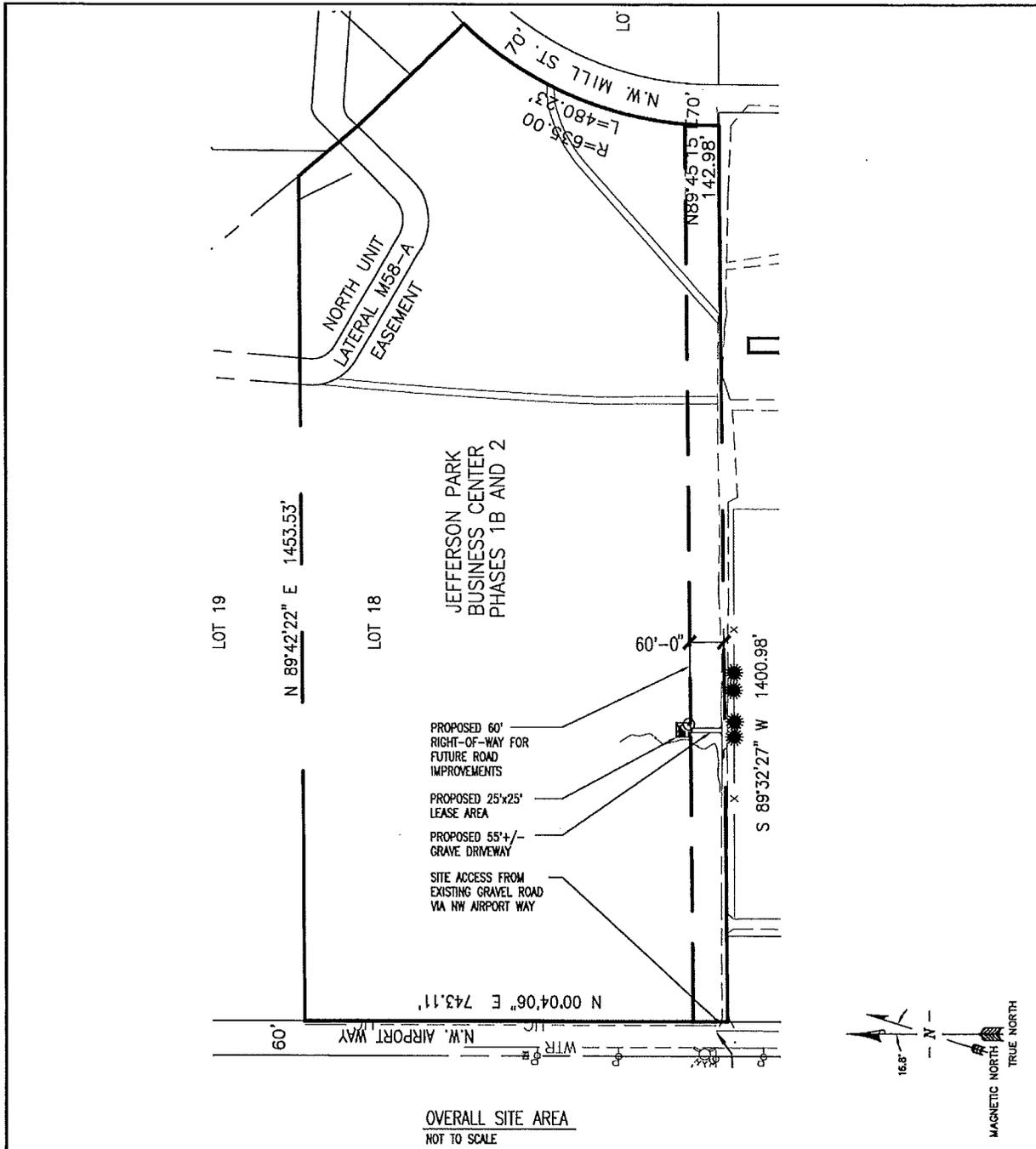
Date Signed: 10/13/09

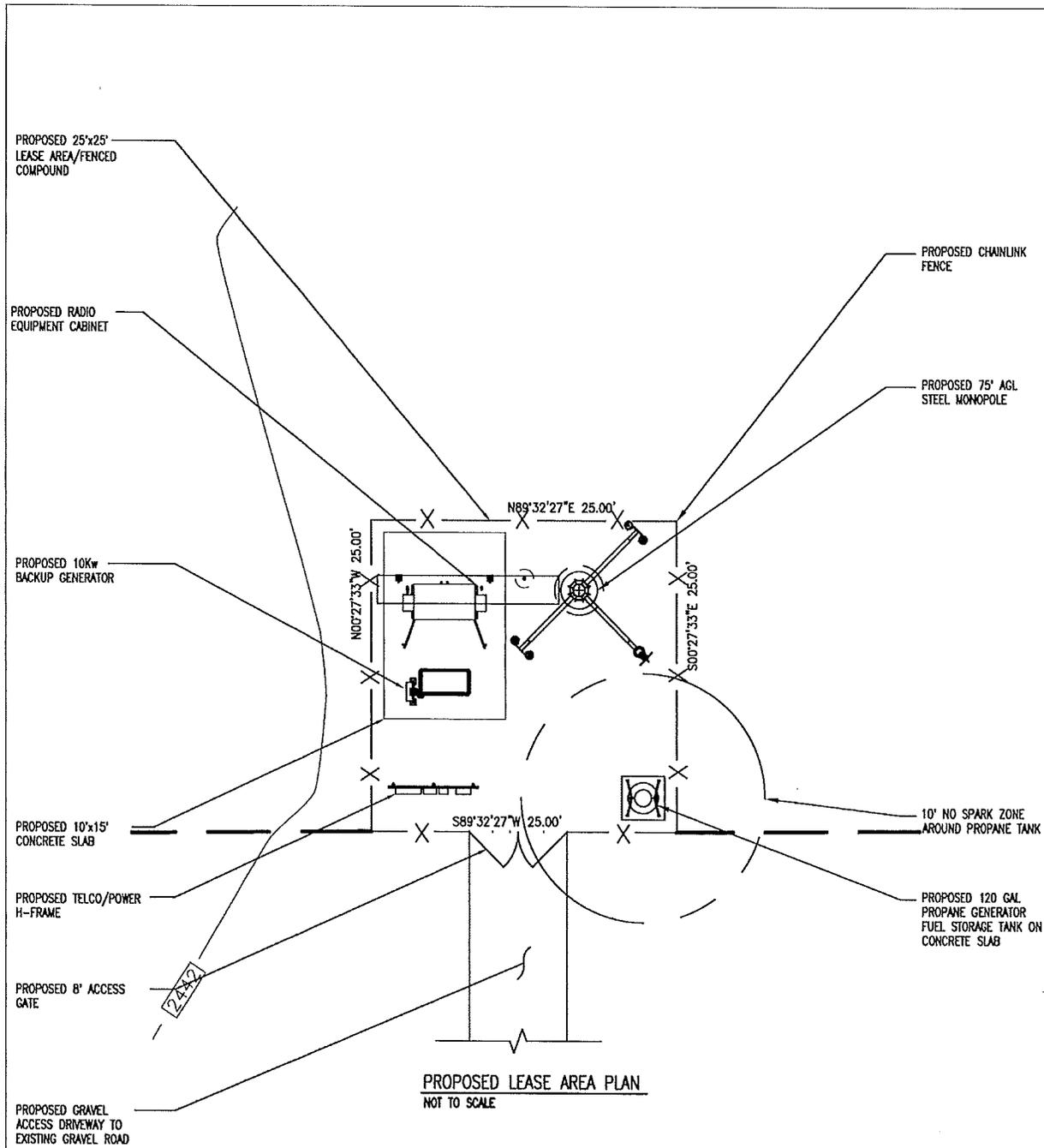
LESSEE:

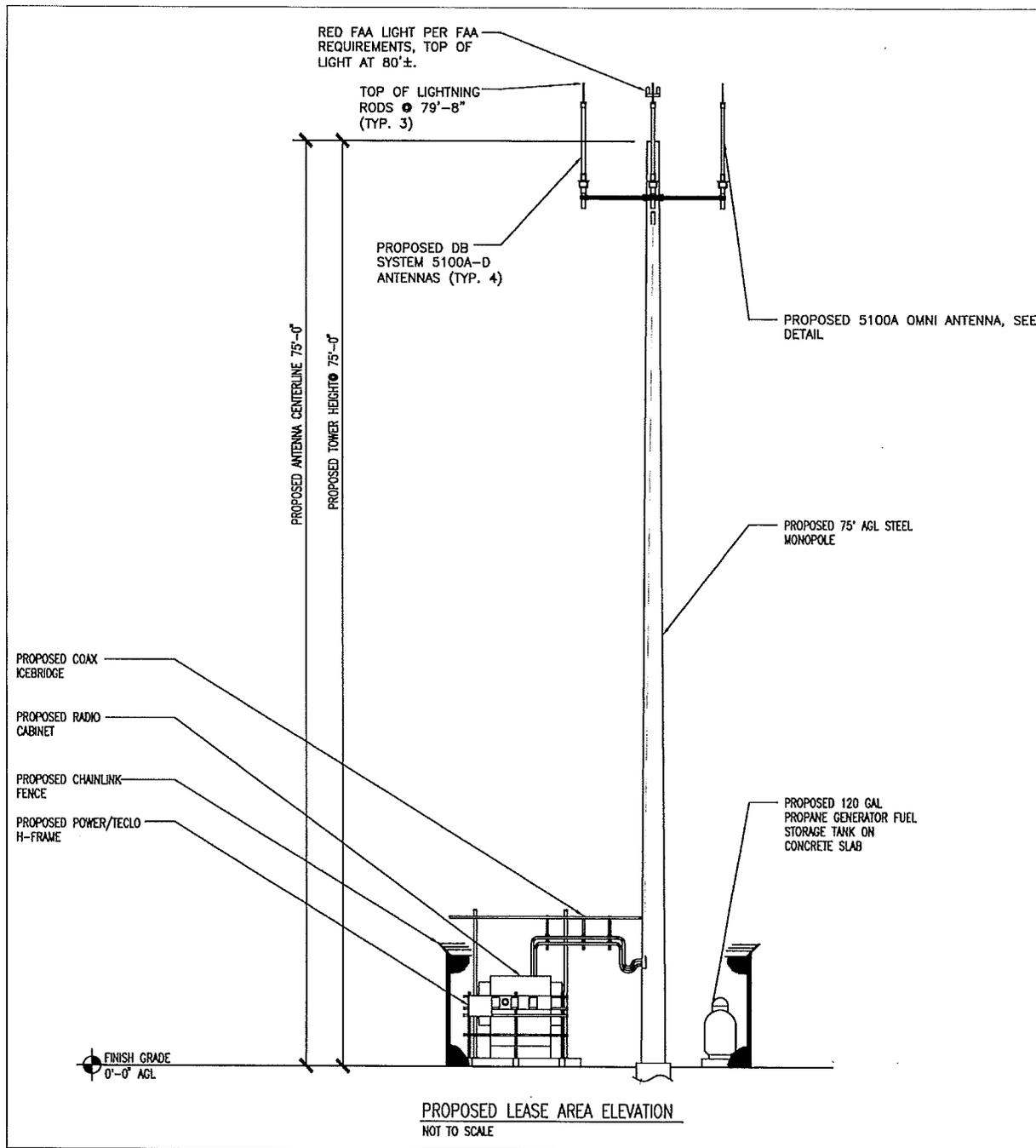

Frank Pallante
Vice President, Director of Contracts and
Purchasing, ITT Corporation, Advanced
Engineering and Sciences Division

Date Signed: 9-30-09

Exhibit A





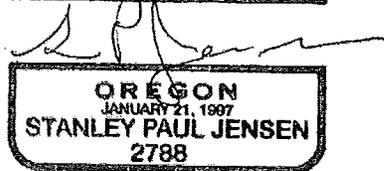
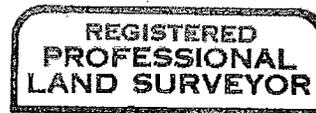


LEASE EXHIBIT

December 3, 2009

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

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



RENEWAL DATE 06-30-2011

CITY OF MADRAS
Request for Council Action

Date Submitted: September 7, 2016

Agenda Date Requested: September 13, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: City Recorder, Karen J. Coleman

Subject: **SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
COVENANT TECHNOLOGY SOLUTIONS, INC.**

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|---|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion
As Part of the Consent Agenda | <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 contract with Covenant Technology Solutions Inc. on or about September 16, 2014 for technology support services. In the process of updating the agreement file it was noted that Section 12 (Insurance Required), Subsection (i), of the contract requires Covenant to provide proof that they are carrying Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

When checking with our insurance carrier staff found that there are no aggregate limits for Employers' Liability; that the limits are the same for each accident, disease of each employee, and disease policy limits, and that limits of \$1,000,000 are sufficient.

An amendment is required to correct Section 12, Subsection (i), to reduce the required aggregate limits to \$1,000,000.

An amendment was prepared and forwarded to the City Attorney for review. The amendment before the Council this evening contains any changes the City Attorney felt were necessary.

SUMMARY:

A. Fiscal Impact

There is no fiscal impact associated with the proposed amendment.

B. Supporting Documentation

A copy of the Second Amendment to Professional Services Contract has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council approve the Second Amendment to Professional Services Contract as proposed.

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

This Second Amendment to Professional Services Contract (this "Amendment") is entered into on September _____, 2016, but made effective for all purposes as of _____, 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 **COVENANT TECHNOLOGY SOLUTIONS, INC.**, an Oregon corporation ("Consultant"), whose address is 15 SE 82nd Drive, Suite 120, Gladstone, Oregon, 97027.

RECITALS

- A. City and Consultant entered into a Professional Services Contract on or about September 16, 2014 concerning Consultant's provision of certain technology support services for and on behalf of City (the "Contract").
- B. Section 12 (Insurance Required), Subsection (i) of the Contract requires Consultant to provide proof that Consultant is carrying employer liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- C. The parties desire to amend the Contract to reduce Consultant's \$2,000,000 employer liability insurance aggregate limit from \$2,000,000 to \$1,000,000.

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. Section 12(i) of the Contract is amended to read in its entirety as follows:

“(i) Employer Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate;”

2. Miscellaneous. This Amendment is hereby expressly made part of the Contract. The terms and conditions of the Contract 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 Contract, 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 Contract. All capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Contract. 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. This Amendment 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, a party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

[end of agreement – signature page immediately follows]

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

CITY:

City of Madras
an Oregon municipal corporation

Royce Embanks, Mayor

CONSULTANT:

Covenant Technology Solutions, Inc.
an Oregon corporation

Tim Choquette, CEO/President

CITY OF MADRAS

Request for Council Action

Date Submitted: August 29, 2016
Agenda Date Requested: September 13, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Assistant to Public Works Director
Subject: [Intergovernmental Agreement No. 30596 Amendment #1 between Oregon Department of Transportation \(ODOT\) and City of Madras for HWY 97 and SW 'L' Street Sidewalk Improvements](#)

TYPE OF ACTION REQUESTED:

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

Formal action / motion that Council approves the Intergovernmental Agreement No. 30596 Amendment #1 between the Oregon Department of Transportation (ODOT) and City of Madras for HWY 97 and SW 'L' Street Sidewalk Improvements.

DESCRIPTION:

The attached amendment No. 1 for IGA 30596 will provide additional funds needed to complete HWY 97 and SW L Street Sidewalk Improvement Project Street Sidewalk Improvement.

STAFF ANALYSIS:

After bids for the Highway 97 and L Street came back higher than expected Staff contacted ODOT with the bid amounts. ODOT agreed to the additional funds to complete the HWY 97 and L Street Project, ODOT would need to issue an amendment to IGA 30596. Amendment # 1 would increase ODOT funding from \$51,386 to 64,729.50 and City funds from \$5,000.00 to \$10,000.00.

Staff is recommending approval of Amendment #1 for IGA No. 30596 with ODOT to improve the section of Hwy 97 and L Street.

SUMMARY:

A. Fiscal Impact:

Original Project Funding IGA 30596

• HWY 97 and SW L Street Sidewalk =	<u>\$56,386.00</u>
• ODOT Quick Fix funds =	\$51,386.00
• City of Madras =	<u>\$ 5,000.00</u>
Total Revenue =	\$56,386.00

Amendment #1 30596 Project Funding

• HWY 97 and SW L Street Sidewalk =	<u>\$74,729.50</u>
• ODOT Quick Fix Funds =	\$64,729.50
• City of Madras =	<u>\$10,000.00</u>
Total Revenue	\$74,729.50

B. Funding Source:

- Transportation Operations Fund Capital Outlay
204-040-540-1315

C. Recognition of Collateral Material and Technical Report:

- See attached IGA

RECOMMENDATION:

Formal action / motion that Council approves the Intergovernmental Agreement No. 30596 Amendment #1 between the Oregon Department of Transportation (ODOT) and City of Madras for HWY 97 and SW 'L' Street Sidewalk Improvements.

**AMENDMENT NUMBER 01
WALKWAY/BIKEWAY PROJECT AGREEMENT
Hwy 97 and SW 'L' Street Sidewalk Improvements
City of Madras**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **City of Madras**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on June 5, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the total funding amount and increase the Agency's match amount.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

Agency has determined that the total cost of the Project is estimated to be \$56,386. State shall fund the Project in an amount not to exceed \$51,386. Agency shall provide a match in the amount of \$5,000 and shall be responsible for any portion of the Project which is not covered by state funding

Shall be deleted in its entirety and replaced with the following:

Agency has determined that the total cost of the Project is estimated to be \$74,729.50. State shall fund the Project in an amount not to exceed \$64,729.50. Agency shall provide a match in the amount of \$10,000 and shall be responsible for any portion of the Project which is not covered by state funding.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF MADRAS, by and through its
elected officials

By _____
Mayor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Jeff Hurd
Public Works Director
125 SW "E" Street
Madras, OR 97741
Phone: 541-475-2344
jhurd@ci.madras.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Active Transportation Section Manager

Date _____

APPROVAL RECOMMENDED

By _____
Pedestrian and Bicycle Program Manager

Date _____

By _____
Region 4 Manager

Date _____

By _____
District 10 Manager

Date _____

State Contact:

James Scholtes
Assistant District 10 Manager
63055 N Hwy 97, Bldg K
Bend, OR 97701
(541) 388-6458
James.m.scholtes@odot.state.or.us

CITY OF MADRAS

Request for Council Action

Date Submitted: September 6, 2016
Agenda Date Requested: September 13, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: [Approval of Task Order #2 Century West Engineering Corporation Under January 1, 2016 Master Agreement for Airport Engineering Services Madras Municipal Airport Exhibit "A" Airport Property Plan Update](#)

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Contract Review Board |
| <input type="checkbox"/> None - Report Only | |

Formal action / motion that Council approves Task Order #2 between the City of Madras and Century West Engineering, Corporation for the Madras Municipal Airport Exhibit "A" Airport Property Plan Update

DESCRIPTION:

The general scope of the project is to provide administrative and engineering services for an update to the City's *Exhibit A-Airport Property Plan*. The final map (used to identify tenant leases on Airport property) will consist of a major revision to the existing map. Existing boundaries will be reviewed and updated for dimensional accuracy and the map will be expanded to improve readability.

STAFF ANALYSIS:

Although the City's current Airport Property Plan exists in digital format, it is based on an original that was drafted by hand. In effect, the map was traced from a paper or mylar original. In recent years, data has become available that makes it possible to refine the Airport Property Plan to improve the accuracy and better show current lease boundaries and tenant information. Map

boundaries will be improved through completion of the following items:

1. Airport Boundary – The Airport property boundary will be reconstructed based on information supplied by the City.
2. Lease Boundaries – Lease boundaries will be reconstructed based existing lease agreements supplied by the City.
3. Lease Locations – Reconstructed lease boundaries will be relocated on Airport property. Boundaries will be relocated based on information included in the lease agreements. If necessary, sources such as aerial imagery and assessor maps may be used to supplement the information.
4. Property Acquisition and Sales – Update the records for leases sales of Airport Property. This information will be updated based on information contained within existing lease agreements supplied by the City.

Information developed will be incorporated into the existing Airport Property Plan. The Plan will also be expanded from one sheet to two with the second sheet used to display information on property sales and leases. FAA requires the City to have a current Exhibit A on hand.

Staff recommends that Council approve Task Order # 2 between the City of Madras and Century West Engineering Corporation for the Madras Municipal Airport Exhibit “A” Airport Property Plan Update

SUMMARY:

A. Fiscal Impact:

Cost

- | | |
|--------------------------------|--------------------|
| • Task 1 – Administration | \$ 794.00 |
| • Task 2 – Background Research | \$12,746.00 |
| • Task 3 - Map Update | <u>\$ 4,494.00</u> |
| Total Project Cost | \$18,034.00 |

B. Funding Source:

- Airport Operation Funds 509-090-520-2503 = \$3,000
- Public Works Staff Fund 803-101-520-2503 = \$15,034.00

C. Recognition of Collateral Material and Technical Report:

- Task Order # 2 – Century West
- Scope of Work

RECOMMENDATION:

Formal action / motion that Council approves Task Order #2 between the City of Madras and Century West Engineering, Corporation for the Madras Municipal Airport Exhibit “A” Airport Property Plan Update

TASK ORDER NO. 2
For Master Agreement Between OWNER, City of Madras
and the ENGINEER, CENTURY WEST ENGINEERING CORPORATION

Task Order

In accordance with the Master Agreement Between OWNER and ENGINEER for Professional Services dated January 1, 2016 (Agreement), OWNER and ENGINEER agree as follows:

Specific Project Data

A. **Title** Madras Municipal Airport Exhibit "A" Airport Property Plan Update

B. Description The general scope of the project is to provide administrative and engineering services for an update to the City's *Exhibit A-Airport Property Plan*. The final map (used to identify tenant leases on Airport property) will consist of a major revision to the existing map. Existing boundaries will be reviewed and updated for dimensional accuracy and the map will be expanded to improve readability.

1. Services of ENGINEER

- *Incorporate applicable paragraphs from Section 2 of the Master Agreement B either by reference or in their entirety. Add specific scope of work related to this project*
- *Incorporate Exhibit B if applicable B either by reference or in its entirety.*
- *Include all other services to be performed by ENGINEER*

2. OWNER's Responsibility

- *Incorporate applicable paragraphs from Section 3 of the Master Agreement B either by reference or in their entirety. Add other OWNER's responsibilities related directly to this project.*
- *Include all other tasks of OWNER*

[Prepare a legal survey (Certificate of Survey) and related documents required for land acquisition and file survey as required. Solicit surveyor for field survey work required for Certificate of Survey.

Solicit and select appraisers to perform appraisals and review appraisals for land acquisition.

Perform land acquisition negotiations. The OWNER and the OWNER's attorney will be responsible for preparing the necessary deeds.]

3. Times for Rendering Services

<u>Task</u>	<u>Completion Date</u>
<i>Task 1 Administration</i>	June 30, 2017
<i>Task 2 Background Research</i>	June 30, 2017
<i>Task 3 Map Update</i>	June 30, 2017

4. Payments to ENGINEER

A. Effective Rates for this Task Order

1. The approved overhead rate in effect on the date of this Task Order is NA %.
2. Transportation rate of \$ NA per hour plus \$ NA /mile or \$ NA /mile with no hourly charge.

B. Summary of Total Compensation

The total compensation for services identified under this Task Order is estimated to be \$18,034.00 based on the following assumed distribution:

Task	Method of Payment	Estimated Compensation
<i>Task 1 Administration</i>	<i>[Lump Sum/Hourly]</i>	\$794.00
<i>Task 2 Background Research</i>	<i>[Lump Sum/Hourly]</i>	\$12,746.00
<i>Task 3 Map Update</i>	<i>[Lump Sum/Hourly]</i>	\$4,494.00
TOTAL ESTIMATED COMPENSATION THIS TASK ORDER		\$18,034.00

5. Consultants: NA

6. Other Modifications to Master Agreement: NA

7. Attachments:

- A. Attachment 1 – Engineering Budget
- Attachment 2 – Scope of Work

8. Documents Incorporated by Reference:

List any other documents which should be referenced.

9. Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Master Agreement. ENGINEER is authorized to begin performance upon receipt of a copy of this Task Order signed by OWNER.

The Effective Date of this Task Order is September 13, 2016

ENGINEER

OWNER

Signature Date

Signature Date

Name

Name

Title

Title

DESIGNATED REPRESENTATIVE
FOR TASK ORDER:

DESIGNATED REPRESENTATIVE
FOR TASK ORDER:

Name

Name

Title

Title

Address

Address

E-Mail Address

E-Mail Address

Phone

Phone

Fax

Fax

**Madras Municipal Airport
Exhibit A Map Revision
Scope of Work
August 12, 2016**

GENERAL

The general scope of the project is to provide administrative and engineering services for an update to the City's *Exhibit A-Airport Property Plan*. The final map (used to identify tenant leases on Airport property) will consist of a major revision to the existing map. Existing boundaries will be reviewed and updated for dimensional accuracy and the map will be expanded to improve readability.

TASK 1 – ADMINISTRATION

Administrative tasks will include the following:

1. Carry out project administration.
2. Manage billings
3. Coordinate administrative review with FAA on Airport's behalf.

TASK 2 – BACKGROUND RESEARCH

Although the City's current Airport Property Plan exists in digital format, it is based on an original that was drafted by hand. In effect, the map was traced from a paper or mylar original. In recent years, data has become available that makes it possible to refine the Airport Property Plan to improve the accuracy and better show current lease boundaries and tenant information. Map boundaries will be improved through completion of the following items.

1. Airport Boundary – The Airport property boundary will be reconstructed based on information supplied by the City.
2. Lease Boundaries – Lease boundaries will be reconstructed based existing lease agreements supplied by the City.
3. Lease Locations – Reconstructed lease boundaries will be relocated on Airport property. Boundaries will be relocated based on information included in the lease agreements. If necessary, sources such as aerial imagery and assessor maps may be used to supplement the information.
4. Property Acquisition and Sales – Update the records for leases sales of Airport Property. This information will be updated based on information contained within existing lease agreements supplied by the City.

TASK 3 – MAP UPDATE

Information developed from Task 2 will be incorporated into the existing Airport Property Plan. The Plan will also be expanded from one sheet to two with the second sheet used to display information on property sales and leases. This effort will include the following:

1. Separate Map into Two Sheets – Detail A and the tables for property sold and property acquisition will be moved to a second sheet. This will create space for expansion of the tables as more property is leased or sold at the Airport. There will also be space to show detail on specific areas at scales larger than 1"=600 (however, the 1"=600' scale will be retained for the overall map).
2. Improve Map Clarity and Readability – The existing map includes some information, such as contours, that is superfluous. In addition, a number of areas are hatched in an attempt to better delineate the various areas being leased. To improve the map's clarity, superfluous information such as contours will be removed to better show boundary information. In addition, the hatching will be removed for the same reason.
3. Review with City/FAA – A draft of the final map will be provided to the City for their review and comment. Century West will meet with the City to discuss their comments and will update the map based on City input. A total of two reviews are anticipated.
4. Submit final Exhibit A map to AIRPORT and FAA for signatures and final approval (3 hard copies for signatures, and 1 electronic copy).

PROJECT TITLE: MADRAS MUNICIPAL AIRPORT-EXHIBIT A MAP REVISION
 CLIENT: CITY OF MADRAS, OREGON
 JOB NUMBER: TBD

ITEM DESCRIPTION	PRINCIPAL ENGR \$215	PROJ MGR \$136	PROJ ENGR \$101	CLER. \$66	TOTAL HRS	LABOR COST	Expenses	TOTAL COST
TASK 1: Administration								
1 Project Management		1		2	3	\$268.00	\$5.00	\$273.00
2 Billings and Accounting	1				1	\$215.00	\$5.00	\$220.00
3 FAA Coordination		2			2	\$272.00	\$29.00	\$301.00
SUBTOTAL	1	3	0	2	6	\$755.00	\$39.00	\$794.00
TASK 2: Background Research								
1 Identify Airport Boundary		8	2		10	\$1,290.00	\$59.00	\$1,349.00
2 Review Lease Descriptions/Reconstruct Boundaries (36 @ 2hr each)		12	60		72	\$7,692.00	\$5.00	\$7,697.00
3 Locate Leases on Airport Property (36 @ 0.5 hr each)			18		18	\$1,818.00	\$5.00	\$1,823.00
4 Update Property Acquisition and Sales Data (36 @ 0.5 hr each)			18		18	\$1,818.00	\$59.00	\$1,877.00
SUBTOTAL	0	20	98	0	118	\$12,618.00	\$128.00	\$12,746.00
TASK 3: Map Update								
1 Break Map into Two Parts			8		8	\$808.00	\$53.00	\$861.00
2 Color Code Lease Areas		8	8		16	\$1,896.00	\$53.00	\$1,949.00
3 Review with City/FAA		6			6	\$816.00	\$107.00	\$923.00
4 Final Map/Submit to FAA			6		6	\$606.00	\$155.00	\$761.00
SUBTOTAL	0	14	22	0	36	\$4,126.00	\$368.00	\$4,494.00
Total Hours	1	37	120	2	160	\$17,499.00	\$535.00	\$18,034.00

CITY OF MADRAS

Request for Council Action

Date Submitted: September 1, 2016
Agenda Date Requested: September 13, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Amendment No. 6 to Professional Services Contract – Century West Engineering Madras Municipal Airport Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects – Wetland Delineation – Vehicle Dynamics Area and Test Loop.

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council Ratifies Amendment No. 6 to the Professional Services Contract between the City of Madras and Century West Engineering for the Madras Municipal Airport Supplemental Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects—Wetland Delineation – Vehicle Dynamics Area and Test Loop in the amount of \$1,325.00.

DESCRIPTION:

Contract amendment No. 6 to the Professional Services Contract with Century West Engineering and the City of Madras includes the following:

1. Cultural Resources (AINW) will formally record the resource with SHPO with the recommendation it is not eligible for listing on the NRHP.

STAFF ANALYSIS:

The Madras Municipal Airport has various tenants and potential tenants interested in entering into lease agreements with the City to develop various improvements on the airport. Based on the FAA grant assurances, the City must comply with the NEPA environmental process for these developments. For this project, the potential tenant is Daimler Trucks North America (DTNA).

Through coordination with the FAA, wetlands, cultural resources, and endangered species reviews have been identified as areas that require study. Initial studies covered several areas on the Airport, with a main focus on Phase 1 of a long term plan proposed by DTNA which includes the High Desert Proving Grounds to be constructed in 2016. Areas studied are shown in Exhibit 1. Based on work done to date, an *Environmental Assessment* (EA) was completed on March 14, 2016 and a *Finding of No Significant Impact* (FONSI) was issued by FAA on March 2016.

Currently, additional studies are being conducted in a number of areas designated as Work Areas 1-4. The intent is to supplement the EA by extending studies of wetlands, cultural resources, and endangered species to additional areas on the Airport. These areas are referenced shown in the attached figure.

In the course in investigating Work Area 3, an item of possible cultural significance (a tin can) was discovered. Although the archeologist lobbied for not formally recording the resource, but instead noting it in the report and recommending that they are not eligible for listing on the National Register of Historic Places. The SHPO reviewer recommended formally recording the resources, but agreed that they would not be considered significant. The coordination and documentation of the resources resulted in an added cost to the budget.

This work will be done for an additional fee of \$2,650. Based on the cost sharing arrangement between the City and DTNA, the additional cost to each will be \$1,325.

SUMMARY:

A. Fiscal Impact:

• Original Contract – Century West Engineering	\$ 8,570.00
• Contract Amendment No. 1	\$25,071.00
• Contract Amendment No. 2	\$ 4,507.00
• Contract Amendment No. 3	\$11,227.50
• Contract Amendment No. 4	\$ 2,500.00
• Contract Amendment No. 5	\$ 00.00
• Contract Amendment No. 6	<u>\$ 1,325.00</u>
• Revised Contract Amount	\$53,200.50

B. Funding Source:

- Public Works Staff Professional Services 803-101-520-2503.

C. Recognition of Collateral Material and Technical Report:

- Contract Amendment No. 6
- Exhibit 1 Map

RECOMMENDATION:

Formal Action/Motion that Council Ratifies Amendment No. 6 to the Professional Services Contract between the City of Madras and Century West Engineering for the Madras Municipal Airport Supplemental Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects—Wetland Delineation – Vehicle Dynamics Area and Test Loop in the amount of \$1,325.00.



THE CITY OF MADRAS

125 SW "E" Street, Madras, OR 97741 Phone: (541) 475-2344 Fax: (541) 475-1038

CONTRACT AMENDMENT

Date: 8/25/2016
Amendment # 6

TO: Century West Engineering
1020 SW Emkay Drive #100
Bend, OR 97702

Phone: 541-322-8962

Fax:

PROJECT: Wetland Delineation- Vehicle Dynamics Area and Test Track.

The Contract for the above described work is modified as follows:

1 Additional Cultural Resources AINW will formally record the resource with SHPO

2

3

- Fixed Price T & M
- Per Quotation Attached.
- Details Attached.

All other terms and conditions of the Contract remain unchanged except:

- None
- Describe:

ORIGINAL CONTRACT AMOUNT:	\$ 8,570.00
PREVIOUS CONTRACT AMENDMENT 1	\$ 25,071.00
PREVIOUS CONTRACT AMENDMENT 2	\$ 4,507.00
PREVIOUS CONTRACT AMENDMENT 3	\$ 11,227.50
PREVIOUS CONTRACT AMENDMENT 4	\$ 2,500.00

ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00	\$ 1,325.00	Formally record resources with SHPO	\$ 1,325.00
2	LS	1.00			\$ -
3	LS	1.00			\$ -
4	LS	1.00			\$ -
5	LS	1.00			\$ -

TOTAL AMENDMENT AMOUNT: \$ 1,325.00

TOTAL REVISED CONTRACT AMOUNT: \$ 53,200.50

CITY OF MADRAS:

Gus Burril, City Administrator

Signature:

Gus W. Burril

Date Signed:

8/25/16

Century West Engineering

Name:

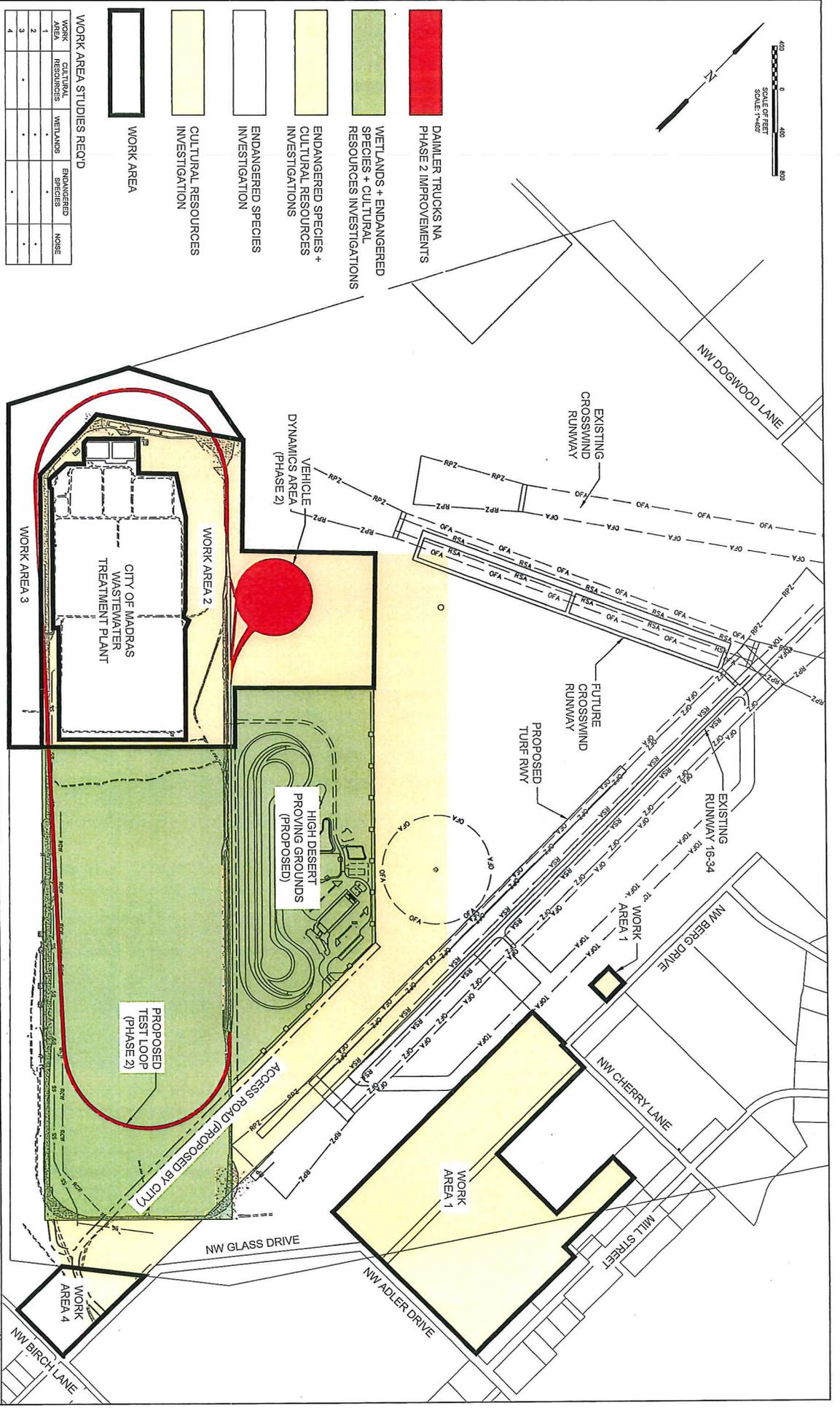
W. Matthew Rogers

Signature:

W. MR

Date Signed:

8/29/16



WORK AREA STUDIES REQ'D

WORK AREA	CULTURAL RESOURCES	WETLANDS	ENDANGERED SPECIES	NOISE
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-

REVISIONS

NO.	DATE	BY	REVISIONS

VERIFIED SCALES
 THIS SHEET ADJUST SCALES ACCORDING TO ORIGINAL DRAWING.
 IF THIS SHEET ADJUST SCALES ACCORDING TO THIS SHEET ADJUST SCALES ACCORDING TO ORIGINAL DRAWING.

DATE: MARCH 2018

PROJECT NO.: 12467-002-01

SCALE: AS SHOWN

DESIGNED BY: WHB
DRAWN BY: WHB
CHECKED BY: WHB

DRAFTER: WHB

DAIMLER TRUCKS NORTH AMERICA, LLC
MADRAS TEST FACILITY
PHASE 2 EXPANSION
SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
WORK AREAS

DRAWING NO.: EX-1
SHEET NO.: 1 OF 1

CENTURY WEST ENGINEERING

HEAD OFFICE: 1001 SW 15th Avenue, #100, Fort Lauderdale, FL 33304
TEL: 561-528-8100
FAX: 561-528-8100

DATE: MARCH 2018

PROJECT NO.: 12467-002-01

SCALE: AS SHOWN

CITY OF MADRAS
Request for City Council Action

Date Submitted: September 7, 2016
Agenda Date Requested: September 13, 2016
To: Madras Redevelopment Commission
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: Intergovernmental Agreement (IGA) between the City of Madras and the Madras Redevelopment Commission for Administrative Services.

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:

It was determined that the Madras Redevelopment Commission (MRC) needed to obtain its own insurance policies separate from the City of Madras' insurance policies. In doing so, the City and the MRC need to enter into an Intergovernmental Agreement (IGA) to clarify that the MRC has direction and control of the Urban Renewal District although it contracts "administrative services" from the City of Madras. The IGA clarifies the relationship between the City and the MRC related to the Urban Renewal District and if a claim is made against the City or MRC's insurance, it will assist in determining whose policies would cover such claim. The Community Development Director has obtained the necessary insurance for the MRC from Mike McGowan of Payne West Insurance who serves as the City's Insurance Agent of Record. Staff recommends the MRC enter into the IGA with the City of Madras for Administrative Services to clarify the direction and control of the MRC of the Urban Renewal District in order to provide adequate insurance coverage for the MRC. On September 7, 2016 the MRC will consider the IGA. At the September 13th City Council meeting staff will report on the action the MRC took on the proposed IGA at their September 7th meeting.

DISCUSSION:

In 2002, the City of Madras enacted an Urban Renewal District with the Madras City Council being the legislative body for the Urban Renewal District and who had the direction and control of the District. In 2003, the City Council created and transferred the Urban Renewal District authority (i.e. direction and control) to the MRC (Ordinance No. 709). In doing so, the MRC was no longer covered

under the City of Madras' insurance policies.

In June of 2016 the Madras Redevelopment Commission's (MRC) auditor requested to review the insurance policies for the Madras Urban Renewal District. Staff communicated to the auditor that past practice and it was the staff understanding that the MRC was covered by the City's insurance policies. Therefore, the MRC needs to obtain its own separate insurance policy. The IGA (Attachment A) and Certificate of Coverage (Attachment B) meets the levels of coverage recommended by the City's Insurance Agent of Record and has been reviewed by the City Attorney.

SUMMARY:

A. **Fiscal Impact:** None.

B. **Funding Source:** Not applicable

C. **Explanation of Impact:**

City Council approval of Ordinance No. 890 will formally adopt and cause effect to the Industrial Zone text amendments previously approved by the City Council.

D. **Relationship to City Council Annual Strategic Implementation Plan:**

Yes No

Discussion: The proposed IGA is not related to a goal or an objective in the FY 2016-17 Annual Strategic Implementation Plan.

E. **Supporting Documentation:**

Attachment A: Intergovernmental Agreement for Administrative Services
Attachment B: Certificate of Coverage

STAFF RECOMMENDATION:

Contingent upon commensurate action by the MRC, the City Council enter into the IGA with the Madras Redevelopment Commission for Administrative Services.

MOTION FOR COUNCIL ACTION:

That the City enter into the IGA with the Madras Redevelopment Commission for Administrative Services.

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE SERVICES

This Intergovernmental Agreement for Administrative Services (this "Agreement") is made and entered into effective on September____, 2016 between the City of Madras, an Oregon municipal corporation ("City"), and the Madras Redevelopment Commission, a public body created under ORS Chapter 457 ("Agency").

RECITALS:

A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local government for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have the authority to perform. Each party to this Agreement is a "unit of local government" as defined under ORS 190.003. Each party has the legal authority for the performance of any and all functions and activities set forth herein.

B. Agency, as City's duly authorized and acting urban renewal agency, is charged to undertake certain redevelopment activities pursuant to ORS Chapter 457 and the Master Plan (as defined below). City has experience in the provision of administrative services for local governments and in planning and constructing public improvements. City desires to assist Agency in the planning and carrying out of Agency's redevelopment activities by providing any necessary or appropriate administrative and development services for and on behalf of Agency.

C. ORS 190.010 and ORS 457.320 authorize City and Agency, and City and Agency desire, to enter into this Agreement pursuant to which City will provide administrative, development, and related services for and on behalf of Agency.

AGREEMENT:

NOW, THEREFORE, pursuant to the provisions of ORS Chapters 457 and 190, and in consideration of the benefits to accrue to City, Agency, the community, and its citizens from this Agreement, and in consideration of the covenants set forth therein, City and Agency agree as follows:

1. Administrative Services. Subject to the terms and conditions contained in this Agreement, City will provide administrative, development, and any other necessary or appropriate services Agency may require from time to time to plan and carrying out Agency's redevelopment and/or urban renewal activities as set forth in adopted urban renewal plans, including the Master Plan, including, without limitation, the following (collectively, the "Services"): (a) staff support for public meetings, including preparation of meeting notices, agendas, and minutes; (b) budget preparation and oversight; (c) contract procurement and administration; (d) real estate procurement and management; and (e) legal, engineering, and project management and planning services. City will perform the Services in accordance with applicable federal, state, and local laws, regulations, and ordinances. For purposes of this Agreement, the term "Master Plan" means the Urban Renewal District Master Plan adopted under Ordinance No. 700 on or about August 13, 2002, as amended on February 22, 2005 by Ordinance 727, and the Urban Renewal Action Plan adopted by the Agency in February of 2016.

2. Compensation. In consideration of City's performance of the Services, Agency will pay City compensation in an amount reasonably and mutually agreed upon by Agency and City, which

compensation will take into consideration, among other things, City's cost and expense for insurance, equipment, materials, and personnel. City and Agency will periodically communicate with one another concerning whether modifications to the compensation payable under this Agreement (and/or any other modifications to this Agreement) are necessary or appropriate.

3. Insurance. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business or activities in a similar location, and for any other risks to which the party is normally exposed, including, without limitation, (a) workers' compensation insurance for all covered workers of the party in form and amount sufficient to satisfy the requirements of applicable Oregon law, and (b) general liability and property damage insurance (occurrence version) with limits of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to the other party and will list the other party and the other party's officers, employees, agents, and representatives as additional insureds. Each party will furnish the other party with appropriate documentation evidencing the insurance coverage (and endorsements) the party is required to obtain under this Agreement at any time requested by the other party.

4. Indemnification. Each party will defend, indemnify, and hold the other party and the other party's officers, employees, agents, and representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. This indemnification and hold harmless provision will survive the termination of this Agreement.

5. Term; Termination. The term of this Agreement will commence on the Effective Date and will continue thereafter until terminated in accordance with this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Agency. This Agreement may be terminated by either party for any reason or no reason by providing the other party thirty (30) days' prior written notice.

6. Independent Contractor; Coordination. City is an independent contractor of Agency. Subject to the terms and conditions contained in this Agreement, City will be free from direction and control over the means and manner of performing the Services. This Agreement does not create an agency relationship between City and Agency and does not establish a joint venture or partnership between City and Agency. City and Agency will maintain adequate levels of communication to ensure maximum cooperation between the parties. City and Agency will make a good faith effort to confer and coordinate with each other concerning the Services.

7. Miscellaneous. This Agreement may be modified only upon written mutual agreement of City and Agency. 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 reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. 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, and/or agreements. This Agreement may be executed in several counterparts, each of

which will be an original and all of which will constitute one and the same agreement. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party.

8. Legal Representation. Bryant, Lovlien & Jarvis, P.C. represents only City in the negotiation and preparation of this Agreement. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

City:
City of Madras,
an Oregon municipal corporation

Agency:
Madras Redevelopment Commission,
a public body created under ORS Chapter 457

By: _____
Its: _____

By: _____
Its: _____

CERTIFICATE OF COVERAGE

Agent PayneWest Insurance-Madras PO Box 680 Madras, OR 97741	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
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Named Member or Participant Madras Redevelopment Commission 125 SW E Street Madras, OR 97741	<p style="text-align: center;">Companies Affording Coverage</p> COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity COMPANY D - StarStone National Insurance Company
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LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	16LMDRC	9/1/2016	7/1/2017	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	16LMDRC	9/1/2016	7/1/2017	General Aggregate: Each Occurrence:	None \$5,000,000
<input type="checkbox"/> Auto Physical Damage Scheduled Autos Hired Autos Non-Owned Autos						
<input checked="" type="checkbox"/> Property Boiler and Machinery Excess Liability	A	16PMDRC	9/1/2016	7/1/2017		Per Filed Values
<input checked="" type="checkbox"/> Excess Crime Excess Earthquake Excess Flood Excess Cyber Liability	B	16ECMDRC	9/1/2016	7/1/2017	Per Loss:	\$500,000
<input type="checkbox"/> Workers' Compensation						

Description:

Certificate Holder: Madras Redevelopment Commission 125 SW E Street Madras, OR 97741	<p>CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.</p> <p>By:  Date: 09/01/2016</p>
--	--

CITY OF MADRAS
Request for Council Action

Date Submitted: September 7, 2016
Agenda Date Requested: September 13, 2016
To: Madras City Council
Through: Gus Burril, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **ORDINANCE NO. 890, AN ORDINANCE OF THE CITY OF MADRAS AMENDING ORDINANCE NO. 889 AND DECLARING AN EMERGENCY.**

TYPE OF ACTION REQUESTED: (Check One)

- Resolution Ordinance
 Formal Action/Motion Other
 No Action - Report Only

OVERVIEW:

On September 13, 2016 the City Council will conduct the second and final reading of Ordinance No. 890 (see attached Ordinance No. 890). The Council's first reading occurred at the August 23, 2016. As presented at the August 23, 2016 City Council meeting, Ordinance No. 890 amends Ordinance No. 889 to include the Industrial (I) zone text amendments which was inadvertently left out of Exhibit C in Ordinance No. 889. Staff recommends that the City Council adopt Ordinance No. 890 by Emergency to cause immediate effect of the Industrial (I) zone text amendments.

Since the first reading of Ordinance No. 890 on August 23, 2016 staff has identified several errors and has corrected those errors in the draft of Ordinance No. 890 (see attached Revised Exhibit C). Specifically, the following errors have been corrected:

Industrial (I) Zone, Section 3.6:

1. The word "to" was changed to "in" in Section 3.6(B)
2. The section of the Zoning Ordinance referenced in Section 3.6(C)(f) was changed to accurately refer to the Building and Sign Color standards.

Mixed Use Employment Zone (MUE), Section 3.7:

1. The description of the “Medical Facility” use was revised to accurately reflect what, generally, is a Medical Facility use.
2. The word “pedestrians” (plural) was changed to “pedestrian” (singular) in Section 3.7(C)(3)(c).
3. The section of the Zoning Ordinance referenced in Section 3.7(E)(1)(f) was changed to accurately refer to the Building and Sign Color standards.

SUMMARY:

A. Fiscal Impact:

N/A

B. Funding Source:

N/A

C. Explanation of Impact:

City Council adopt Ordinance No. 890 will formally adopt the Industrial (I) zone text amendments.

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

Discussion: Approval of Ordinance No. 890 is the final action required to complete Objective 1.2 in the FY 2014-15 Annual Strategic Implementation Plan.

E. Supporting Documentation:

1. Revised Exhibit C
2. Ordinance No. 890

STAFF RECOMMENDATION:

That the City Council adopt Ordinance No. 890 by emergency.

MOTION FOR COUNCIL ACTION:

I move that the City Council adopt Ordinance No. 890 by emergency.

- ~~5. Communication Facilities (see Section 3.6.1)~~
- ~~6. Chemical manufacturing or storage, including farm chemicals~~
- ~~7. Glue manufacturing~~
- ~~8. Reduction, refining, smelting or alloying of metals, petroleum products or ores.~~

D. USES NOT PERMITTED.

- ~~1. Explosives manufacture or storage~~
- ~~2. Garbage, offal or dead animal reduction or dumping~~
- ~~3. Any use, which has been declared a nuisance by statute or ordinance, by any court of competent jurisdiction, or which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas or noise, provided the City Council shall have the power, upon recommendation of the Planning Commission, to grant a conditional and revocable permit for any such use within the Industrial Zoning District. After the public hearing and examination of the location and upon due proof of the satisfaction of the City Council that the maintenance of such use would not be unduly detrimental to adjacent surrounding property.~~

B. USES

1. Types of Uses for the purposes of this chapter, there are three types of uses:
 - a. A permitted use (P) is a use which is permitted outright subject to site plan approval and to all of the applicable provisions of this title. If a use is not listed as a permitted use, it may be held to be a similar unlisted use under the provisions of Section 9.28.
 - b. A conditional use (C) is a use the approval of which is at the discretion of the Planning Commission and subject to site plan approval. The approval process and criteria are set forth in Article 8. If a use is not listed as a conditional use, it may be held to be a similar unlisted use under the provisions of Section 9.28.
 - c. A prohibited use (X) is one which is expressly prohibited in the zone. In addition, uses not specifically listed as permitted or conditional in Table 3.6-1 or deemed to be similar uses permitted in Section 9.28 are also prohibited.
2. Use Table. A list of permitted, conditional and prohibited uses in the industrial zone is presented in Table 3.6-1.

changed "to"
to "in"

- b. Any exterior modifications to existing buildings.
- c. All new parking lots.
- d. All outdoor storage and display areas.

~~e. All new signs.~~

~~e.f.~~ All building expansions greater than 10,000 square feet.

~~f.g.~~ Structures shall be painted or repainted as described in Section 3.6(E)(5)(f)(a)(vi) of the Zoning Ordinance.

Corrected Reference

2. Exemptions. This Ordinance section does not apply to the following activities:
 - a. Maintenance of the exterior of an existing structure such as re-roofing or residing.
 - b. Interior remodeling.
 - c. Building expansions not exceeding 25% of the gross square footage of the original building, or 10,000 square feet, whichever is less.
 - d. Parking lot expansions not exceeding 25% of the gross square footage of the original lot.
3. Review and Approval Process. The Community Development Director shall approve, approve with conditions or deny an application based upon compliance with the site plan criteria, and the design review standards and approval requirements of Section 9.3 Administrative Action. The Community Development Director may refer a design review application to the Planning Commission for approval. Approval shall be obtained from the review authority prior to the issuance of all building permits for any of the activities described in Paragraph (1) of this subsection.
4. Application Requirements. The applicant shall attend a pre-application conference prior to filing an application for Design Review with the Community Development Department. ~~After attending the pre-application conference~~ Subsequently the applicant shall file an application for Design Review in accordance with design review application requirements of Section 4.8 Site Plan Approval, along with Other applicable applications (~~site plan and/or variance~~, conditional use, etc.) may be simultaneously filed with the Community Development Department.
5. Standards for Approvals. Design Review Standards.
 - a. ~~Buildings 30,000 gross square feet or less.~~ The Community Development Director shall use the standards in this section and the criteria for site plan review to ensure compliance with the purpose of Design Review.
 - i. Natural Features - Buildings shall are encouraged to be sited to protect areas of special interest or other natural features such as natural grade,

<u>Use Categories and Uses</u>	<u>Review</u>
<p>4. <u>General Office – professional and administrative service uses, including banks, financial services, insurance, real estate, medical and dental clinics, professional services, call centers, and other employment uses that typically operate in an office setting.</u></p>	<p><u>P</u></p>
<p>5. <u>Medical Facility -- allowed uses include medical and dental offices, health care delivery service centers such as an urgent care center, hospice care, medical testing laboratory, and veterinary services.</u></p>	<p><u>P</u></p>
<p>6. <u>Personal and Contract Services – uses oriented toward the sale and delivery of personal services, including day spas, hair care, pet grooming, laundry and dry cleaning, printing, etc.</u></p>	<p><u>P</u></p>
<p>7. <u>Hotel / Motel – commercial lodging where tenancy is less than one-month, including hotels, motels, bed and breakfast, and truck- stops. Does not include senior and retirement housing.</u></p>	<p><u>P</u></p>
<p>8. <u>Recreation and Fitness – uses oriented to delivering youth and adult recreation activities, including dance and yoga studios, fitness centers, climbing gyms, martial arts centers, bowling alleys, soccer centers, movie theaters, skating rinks, etc.</u></p>	<p><u>P</u></p>
<p>9. <u>Repair-oriented – establishments engaged in the maintenance and repair of consumer and business goods, including electronics, automotive, bicycles, jewelry, cobblers, office equipment, tailor and seamstress, upholsters, automotive, aviation and marine equipment, etc.</u></p>	<p><u>P</u></p>
<p>10. <u>Retail Sales and Services – Sales oriented establishments involved in the sale, leasing, or rental of new or used products and services to the public, including car sales, home and business goods and services, pharmaceuticals, jewelry, hardware, household supplies and furnishings, electronics, clothing, dry goods, pet supplies and pets, office and art supplies, etc.</u></p>	<p><u>P</u></p>

- b. Two parking bays with a drive aisle may be located in front of a building. All other parking areas must be located to the side or behind buildings.
- c. Parking areas must include sidewalks or pedestrian walkways that provide safe pedestrian access to buildings.
- d. Loading docks – In the MUE zone, loading docks must be located to the side or rear of buildings. Loading docks must be recessed far enough that trucks using them do not obstruct public roadways or drive aisles.

made this singular rather than plural

4. Access and Circulation:

- a. Building access shall be oriented toward the primary public street or drive aisle that serves the building.
- b. Vehicular and bicycle/pedestrian cross-access – Properties with less than 200' of street frontage shall provide cross access easements for pedestrians and vehicles to adjoining properties in accordance with Chapter 6, Access Management Strategies, in the City of Madras Transportation System Plan.
- c. Local Circulation – Development plans that involve more than 3-acres shall include a Local Street Circulation Plan that details how existing and future development will be served by and connect to the local street network in a manner that is consistent with the Madras Transportation System Plan (TSP). Plans shall adhere to city block standards and street classification guidelines. Where the TSP includes a Local Circulation Plan for the area where the development is proposed, the Local Street Circulation Plan shall be consistent with the TSP.

5. Environmental :

- a. Lighting - the purpose of these standards is to allow reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night; curtail and reverse any degradation of the nighttime visual environment and the night sky; minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary; conserve energy and resources to the greatest extent possible; and help protect the natural environment from the damaging effects of night lighting.
 - i. Structural exterior lighting shall not project directly into an abutting lot.

E. DESIGN REVIEW

All development applications in the MUE zone are subject to design review. The purpose of design review is to ensure that the public health, safety and general welfare are protected and the general interest of the public is served. The standards provide for originality, flexibility and innovation in site planning and development in order to enhance the special characteristics that make Madras a unique place to live.

1. Applicability. Except as exempted by subsection 2 below, the provisions of this section shall apply to the following activities:

- a. All new building construction. Design review for buildings greater than 30,000 square feet must be approved by the Planning Commission through Conditional Use review.
- b. Exterior modifications to existing buildings.
- c. All new parking lots.
- d. All outdoor storage and display areas.
- e. All building expansions greater than 10,000 square feet.
- f. Structures shall be painted or repainted as described in Section **3.6(E)(5)(a)(vi)** of the Zoning Ordinance.

*corrected
reference*

2. Exemptions. This Ordinance section does not apply to the following activities:

- a. Maintenance of the exterior of an existing structure such as re-roofing or residing.
- b. Interior remodeling.
- c. Building expansions not exceeding 25% of the gross square footage of the original building, or 10,000 square feet, whichever is less.
- d. Parking lot expansions not exceeding 25% of the gross square footage of the original lot.

3. Review Process. The Community Development Director shall approve, approve with conditions or deny an application based upon compliance with the site plan criteria, and design review standards. Approval shall be obtained from the review authority prior to the issuance of all building permits for any of the activities described in Paragraph (1) of this section.

ORDINANCE NO. 890

AN ORDINANCE OF THE CITY OF MADRAS AMENDING ORDINANCE NO. 889 AND DECLARING AN EMERGENCY

WHEREAS, the City of Madras adopted Ordinance No. 889 on June 14, 2016; and

WHEREAS, the title and recitals to Ordinance No. 889 described certain amendments to Ordinance No. 864 relating to development in the Industrial (I) Zone as part of a package of amendments referred to in Ordinance No. 889 as the "Text Amendments"; and

WHEREAS, the "Text Amendments" were attached to Ordinance No. 889 as Exhibit C; and

WHEREAS, the amendments related to the Industrial (I) Zone were not included as part of Exhibit C.

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

SECTION 1: AMENDMENT NO. 1

Exhibit C in Ordinance No. 889 is hereby replaced with the revised Exhibit C attached to this Ordinance No. 890 ("Ordinance").

SECTION 2: MISCELLANEOUS

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

SECTION 3: EMERGENCY DECLARATIONS

The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens.

Therefore, an emergency is hereby declared to exist. This emergency Ordinance will be in full force and effect upon its passage and adoption by the Council and signing by the mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this _____ day of _____, 20 _____.

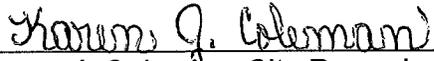
FIRST READING - AUGUST 23, 2016

Ayes: 3
Nays: 0
Abstentions: 1
Absent: 2
Vacancies: 0



Royce Embanks, Mayor

ATTEST:



Karen J. Coleman, City Recorder

SECOND AND FINAL READING - SEPTEMBER 13, 2016

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

Proposed Amendments to Madras Zoning Ordinance No. 864

The amendments would add new definitions to the existing code and result in the addition of a new base-zone called the Mixed-Use Employment (MUE) Zone. The following changes are proposed to the City’s Zoning ordinance. Additions are shown underlined; deletions are shown with a ~~strikethrough~~.

ARTICLE 1 – INTRODUCTORY PROVISIONS

SECTION 1.3 DEFINITIONS

AISLE - The traveled way by which vehicles enter, circulate, and depart ~~parking spaces~~ development sites.

-- Primary Aisle – a travel way used within development sites primarily for vehicle circulation;

-- Parking Aisle – a travel way used within development sites used primarily to access parking spaces.

LOCAL STREET CIRCULATION PLAN – a plan that shows the proposed location for future streets within a development site, subdivision, or neighborhood.

MIXED USE EMPLOYMENT (MUE). A zoning district that is intended to provide opportunities for the development of a variety of employment uses including business and office parks, light manufacturing / assembly, wholesale trade and show rooms, warehouse / distribution, retail goods and services, and other commercial and light industrial uses that are common in mixed-use employment districts.

ARTICLE 2 - BASIC PROVISIONS

SECTION 2.4 ESTABLISHMENT OF ZONES

ZONE	DESIGNATION
...	
Neighborhood Commercial	NC
<u>Mixed Use Employment</u>	<u>MUE</u>
Industrial	I

ARTICLE 3 – LAND USE ZONES

SECTION 3.6 INDUSTRIAL (I).

A. PURPOSE AND INTENT. ~~Industrial zoning district, which allows a variety of industrial uses within a designated area.~~

- ~~1. If a structure is existing and has landscaping (live and maintained) and parking (visual and marked), and the intended "use" is "permitted" in this zone, a site plan application is NOT required.~~
- ~~2. If a structure is existing and has no/or poorly maintained landscaping, no parking spaces (visible and marked), and the "use" is "permitted" in this zone, a Site Plan Application is required.~~
- ~~3. If the lot is vacant, and the "intended use" is "permitted", a Site Plan Application is required pursuant to Section 3.6 (B).~~
- ~~4. Jefferson Park Business Center (JPBC), exception to the extent that the "Covenants, Conditions and Restrictions" (CC&Rs) of the JPBC, meet or exceed Section 3.6 (E), the CC&Rs shall be used for design standards. After approval by the JPBC Design Review Committee (DRC), improvements are still subject to the filing (submittal) and review conditions of Section 3.6 (E). Where possible, the City shall coordinate with the DRL to expedite the review process.~~

The purpose of the Industrial Zone is to fulfill the industrial and economic development policies of the Madras Comprehensive Plan and support a diverse economy in a business-friendly environment. The zone is intended to provide suitable locations for a range of light and heavy industrial uses and jobs in the core economic sectors of agricultural and mining industries, aviation and aeronautics, trucking and transportation, warehousing, manufacturing of wood, high-tech electronics and other products. Industrial zone development standards are intended to guide orderly development and provide appropriate design elements to enhance the community and create a quality environment for employees.

B. PERMITTED USES. (Subject to Site Plan Review)

- ~~1. ——— Electronics firms with professional offices~~
- ~~2. ——— Secondary wood products (e.g. furniture, toys)~~
- ~~3. ——— Manufacturing of recreation/sporting goods equipment~~

4. ~~Precision machine shops~~
5. ~~Manufacturing of medical, dental, and orthopedic equipment~~
6. ~~Wholesale printing and publishing facilities and distribution centers~~
7. ~~Corporation headquarters and business offices directly related to industry~~
8. ~~Aircraft service, maintenance, and aviation related industry~~
9. ~~Energy related manufacturing, research, and development~~
10. ~~Manufacturing of photographic equipment~~
11. ~~Mail order companies~~
12. ~~Medical research facilities~~
13. ~~General research and development facilities~~
14. ~~Wholesale distribution and sales; wholesale bakeries and/or laundries~~
15. ~~Fire, police or other governmental buildings~~
16. ~~Retail sales incidental or subordinate to a Permitted Use~~
17. ~~Public or semi-public use~~
18. ~~Facilities necessary to the operation of an industrial enterprise, or for a night watchman dwelling~~
19. ~~Planned Unit Development District including Industrial condominiums related business offices~~
20. ~~Transportation terminals~~
21. ~~Freighting or trucking yards and terminals~~
22. ~~Manufacturing, fabricating, processing, packaging or storage, repairing and warehousing, which are conducted within an enclosed building~~
23. ~~Petroleum and plastic products and shaping or distribution~~
24. ~~Manufacturing of manufactured homes and recreational vehicles~~
25. ~~Trucking and freighting yards, vehicle storage yards, or wrecking yards~~
26. ~~Processing and packaging of agricultural products (excluding animals)~~
27. ~~Utility facilities (does not include Communication Tower requirements)~~

- ~~28. — Repair garages, body and fender works, paint, and upholstery shops~~
- ~~29. — Lumber yards and building material yards~~
- ~~30. — Brick and pottery factories~~
- ~~31. — Recycling plants~~
- ~~32. — Steel and boiler works, fabrication, assembly and storage of structural steel products, foundries, and machine shops~~
- ~~33. — Ancillary uses (i.e., deli, tavern, mini-market), shall:
 - ~~i. — comprise of less than 30% of the total square footage of a building located in the Industrial zoning district; and~~
 - ~~ii. — is secondary to the primary use of the building; and~~
 - ~~iii. — is primarily for the use and convenience of the employees who work in the industrial area.~~~~
- ~~34. — High-tech industry~~
- ~~35. — Food processing (excluding animal processing)~~
- ~~36. — General manufacturing~~
- ~~37. — Call Centers~~
- ~~38. — Contractor's Yards~~
- ~~39. — Building roof and wall-mounted antennas for cellular, PCS, and similar radio services [see Section 3.6.1]~~

~~C. CONDITIONAL USES. — (Subject to Site Plan Review)~~

- ~~1. — Incidental and necessary services such as child care facilities and recreational facilities for persons working in the Industrial zoning district, when conducted within an integral part of a main structure and having no exterior display or advertising.~~
- ~~2. — Asphalt, redi-mix operations, concrete or concrete products manufacturing including storage yards~~
- ~~3. — Lumber manufacturing, wood processing or yard storage incidental to use~~
- ~~4. — Stone cutting and shaping for construction, ornamental and/or monumental purposes~~

- ~~5. Communication Facilities (see Section 3.6.1)~~
- ~~6. Chemical manufacturing or storage, including farm chemicals~~
- ~~7. Glue manufacturing~~
- ~~8. Reduction, refining, smelting or alloying of metals, petroleum products or ores.~~

D. USES NOT PERMITTED.

- ~~1. Explosives manufacture or storage~~
- ~~2. Garbage, offal or dead animal reduction or dumping~~
- ~~3. Any use, which has been declared a nuisance by statute or ordinance, by any court of competent jurisdiction, or which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas or noise, provided the City Council shall have the power, upon recommendation of the Planning Commission, to grant a conditional and revocable permit for any such use within the Industrial Zoning District. After the public hearing and examination of the location and upon due proof of the satisfaction of the City Council that the maintenance of such use would not be unduly detrimental to adjacent surrounding property.~~

B. USES

1. Types of Uses for the purposes of this chapter, there are three types of uses:
 - a. A permitted use (P) is a use which is permitted outright subject to site plan approval and to all of the applicable provisions of this title. If a use is not listed as a permitted use, it may be held to be a similar unlisted use under the provisions of Section 9.28.
 - b. A conditional use (C) is a use the approval of which is at the discretion of the Planning Commission and subject to site plan approval. The approval process and criteria are set forth in Article 8. If a use is not listed as a conditional use, it may be held to be a similar unlisted use under the provisions of Section 9.28.
 - c. A prohibited use (X) is one which is expressly prohibited in the zone. In addition, uses not specifically listed as permitted or conditional in Table 3.6-1 or deemed to be similar uses permitted in Section 9.28 are also prohibited.
2. Use Table. A list of permitted, conditional and prohibited uses in the industrial zone is presented in Table 3.6-1.

Table 3.6-1 Uses in the Industrial Zone (I)

Use	Type of Use (P, C,X)
Electronics firms and <u>high-tech industry</u> with professional offices	P
Manufacturing <u>and production, secondary processing</u> , fabricating, <u>assembly</u> , processing, packaging or storage, repairing, distribution and warehousing, which are conducted within an enclosed building <u>of the following:</u>	P
Wood products and secondary wood products	P
Steel and structural steel products, foundries and machine shops	P
Food processing, including canning freezing, drying, dairy products and similar food processing and preserving, beverage bottling facility, but excluding processes which involve the slaughter of animals	P
Textile mill products including apparel and other finished products made from fabrics and similar materials	P
Recreation and sporting goods equipment	P
Manufactured homes and recreational vehicles	P
Furniture and fixtures including retail wood products	P
Printing and publishing and allied industries	P
Rubber and miscellaneous plastics	P
Leather and leather goods, excluding a tannery	P
Cement, glass, clay and stone products	P
Fabricated metal products	P
Electrical and electronic equipment, machinery and supplies but excluding batteries	P
Energy related products	P

REVISED EXHIBIT "C"

Use	Type of Use (P, C,X)
Measuring, analyzing and controlling instruments; photographic, medical, dental, orthopedic and optical goods; watches and clocks	P
Freight terminals including loading docks, storage, warehousing and wholesale distribution, cold storage lockers and similar personal storage facilities such as mini-storage warehouses	P
<u>Experimental, research, testing or development facilities</u>	<u>P</u>
<u>Warehouse and Freight Movement, transportation terminals, trucking and freight yards</u>	<u>P</u>
Corporation headquarters and business offices directly related to industry	P
Aircraft service, maintenance, and aviation related industry	P
Public or semi-public uses, including fire, police, or other governmental buildings	P
<u>Public</u> utility facilities (does not include Communication Tower requirements)	P
<u>Automotive</u> repair garages, body and fender works, paint, and upholstery shops	P
Lumber yards and building material yards; <u>contractor's yards</u>	P
Ancillary uses (i.e., deli, tavern, mini-market, <u>food carts in accordance with city standards, retail sales subordinate to a permitted use</u>), shall:	P
comprise of less than 30% of the total square footage of a building located in the Industrial zoning district; and	P
is secondary to the primary use of the building; and	P
<u>is be</u> primarily for the use and convenience of the employees who work in the industrial area.	P
Call Centers	P

REVISED EXHIBIT "C"

Use	Type of Use (P, C,X)
Building roof and wall-mounted antennas for cellular, PCS, and similar radio services	P
Incidental and necessary services such as child care facilities and recreational facilities for persons working in the Industrial zoning district, when conducted within an integral part of a main structure and having no exterior display or advertising.	C
Asphalt, redi-mix operations, concrete or concrete products manufacturing including storage yards	C
Communication Facilities (see Section 3.6.4)	C
Chemical <u>or glue</u> manufacturing or storage, including farm chemicals	C
Reduction, refining, smelting or alloying of metals, petroleum products or ores.	C
Processing of recycled materials	C
Vehicle storage yards, or wrecking yards (relocated from permitted use)	C
Explosives manufacturing or storage	X
Garbage, offal or dead animal reduction or dumping	X
Residential	X
Housing	X

C.E. DESIGN REVIEW. The purpose of this section is to provide design standards for industrial development within the City Limits. These standards ensure that the public health, safety and general welfare are protected and the general interest of the public is served. The standards provide for originality, flexibility and innovation in site planning and development to enhance the special characteristics that make Madras a unique place to live.

1. Ordinance Provisions Applicability. Except as exempted by subsection 2 below, the provisions of this Ordinance section shall apply to the following activities:
 - a. All new building construction.

- b. Any exterior modifications to existing buildings.
- c. All new parking lots.
- d. All outdoor storage and display areas.

~~e. All new signs.~~

~~e.f.~~ All building expansions greater than 10,000 square feet.

~~f.g.~~ Structures shall be painted or repainted as described in Section 3.6(E)(5)(f ~~(a)(vi)~~) of the Zoning Ordinance.

2. Exemptions. This Ordinance section does not apply to the following activities:

- a. Maintenance of the exterior of an existing structure such as re-roofing or residing.
- b. Interior remodeling.
- c. Building expansions not exceeding 25% of the gross square footage of the original building, or 10,000 square feet, whichever is less.
- d. Parking lot expansions not exceeding 25% of the gross square footage of the original lot.

3. Review and Approval Process. The Community Development Director shall approve, approve with conditions or deny an application based upon compliance with the site plan criteria, ~~and the~~ design review standards ~~and approval requirements of Section 9.3 Administrative Action. The Community Development Director may refer a design review application to the Planning Commission for approval.~~ Approval shall be obtained from the review authority prior to the issuance of all building permits for any of the activities described in Paragraph (1) of this subsection.

4. Application Requirements. The applicant shall attend a pre-application conference prior to filing an application for Design Review with the Community Development Department. ~~After attending the pre-application conference~~ Subsequently the applicant shall file an application for Design Review in accordance with design review application requirements of Section 4.8 Site Plan Approval. ~~along with~~ Other applicable applications (~~site plan and/or variance, conditional use, etc.~~) may be simultaneously filed with the Community Development Department.

5. Standards for Approvals. Design Review Standards.

a. ~~Buildings 30,000 gross square feet or less.~~ The Community Development Director shall use the standards in this section and the criteria for site plan review to ensure compliance with the purpose of Design Review.

i. Natural Features - Buildings ~~shall~~ are encouraged to be sited to protect areas of special interest or other natural features such as natural grade,

trees, vegetation and rock out-croppings are encouraged to be incorporated into the overall site plan and may be calculated as part of the landscaping requirement if healthy and not damaged during construction.

- ii. Building, location and orientation - New buildings shall have at least one principal building entrance oriented toward the primary front property line.

- iii. Pedestrian Walkways

- a. Walkways from the public sidewalk to building entrances. If applicable, a A continuous pedestrian walkway shall should be provided from the primary frontage sidewalk for pedestrians to access building entrances. ~~This internal walkway shall incorporate a mix of landscaping, benches, drop-off bays for at least 50% of the length of the walkway.~~ Walkways shall should be connected to adjacent sites wherever practicable.

- b. Walkways from parking ~~pods (areas)~~ to building entrances. Internal pedestrian walkways shall should be developed for persons who need access to the building(s) from the parking pods areas ~~The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed~~ to separate people from moving vehicles as much as possible. These walkways shall should have a minimum width of 5 feet with no car overhang or other obstruction, and ~~The walkways must also~~ be designed for disabled access according to the Uniform Building Code. This may require the walkways to be widened or modified. The walkways ~~shall be distinguished from the parking and driving areas by use of~~ may include any of the following materials: gravel, asphalt, special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority.

- iv. Mechanical equipment and service areas shall should be screened with visual barriers from ~~adjacent properties,~~ public streets, parks, residential zones or other public areas. The architectural design of the building shall should incorporate design features which screen, and conceal ~~all~~ heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.

- v. Building design. This section applies only to buildings in the Industrial zone that are visible from the primary public street serving the development.

- a. Exterior building design.

- 1. Exterior walls of buildings which can be viewed from primary public street ~~are greater than 50 feet in horizontal length~~ shall be constructed using a combination with at least 3 of the following of architectural features: ~~and a variety of building materials and~~

REVISED EXHIBIT "C"

~~landscaping near the walls. Walls which can be viewed from public streets shall be designed using architectural features and landscaping (abutting the building) for at least 50% of the wall length. Other walls shall incorporate architectural features and landscaping for at least 30% of the wall length~~

~~2. Architectural features include, including, but are not limited to the following: recesses, projections, wall insets, arcades, windows, window display areas, doors awning, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the review authority.~~

~~2. 3.~~ A portion of the on-site landscaping ~~shall~~ ~~should~~ abut the walls so that the vegetation combined with the architectural features significantly reduces the visual impact of the building mass as viewed from the street.

~~3. 4.~~ Building materials. The predominant building materials should be characteristic of Central Oregon such as brick, wood, native stone, and tinted/textured concrete masonry units, ~~tilt-up concrete panels, pre-fabricated steel panels, and/or~~ glass products.

~~Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure. Metal roofs may be allowed if compatible with the overall architectural design of the building.~~

- b. Roof Design. Roofs ~~shall~~ ~~should~~ be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible roof lines and roofs that project ~~out~~ over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods ~~shall~~ ~~should~~ be used to conceal flat roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged.
- c. Customer Entrances. Clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, and integral planters are highly encouraged.
- d. Community Amenities, such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.
- vi. Building and Sign Colors: Exterior colors shall be low reflectance, subtle, and neutral. The use of high intensity colors such as black, neon, metallic or

fluorescent for the facade and/or roof of the building are prohibited except as approved for building trim. All exterior building colors pursuant to this standard shall comply with the color palette identified as Exhibit "1" of this Ordinance. The use of Trademark colors will require approval.

6. Standards for Buildings Greater than 30,000 Gross Square Feet:

- a. Natural features. ~~Large Scale Buildings (those greater than 30,000 Gross Square Feet) shall be sited to protect areas of special interest or other natural features such as natural grade, trees, vegetation and rock out croppings are encouraged to be incorporated into the overall site plan and may be calculated as part of the landscaping requirement if healthy and not damaged during construction.~~
- b. Building Location and Orientation. ~~New Large Scale Buildings shall have at least one principal building entrance oriented toward the primary front property line.~~
- c. Pedestrian Walkways:
 - i. ~~Walkways from the sidewalk to building entrances. A continuous pedestrian walkway shall be provided from the primary front sidewalk for pedestrians to access building entrances. This internal walkway shall incorporate a mix of landscaping, benches, drop-off bays for at least 50% of the length of the walkway. This walkway is necessary for persons who will access the site. Walkways shall be connected to adjacent sites wherever practicable.~~
 - ii. ~~Walkways from parking pods (areas) to building entrances. Internal pedestrian walkways shall be developed for persons who need access to the building(s) from the parking pods. The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed to separate people from moving vehicles as much as possible. These walkways shall have a minimum width of 5 feet with no car overhang or other obstruction. The walkways must also be designed for disabled access according to the Uniform Building Code. This may require the walkways to be widened or modified. The walkways shall be distinguished from the parking and driving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority.~~
- d. Mechanical equipment and service areas. ~~Mechanical equipment and service areas shall be screened with visual barriers from adjacent properties, public streets, parks, or other public areas. The architectural design of the building shall incorporate design features which screen, and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.~~
- e. Building design

i. ~~Exterior building design.~~

1. ~~Buildings with exterior walls greater than 50 feet in horizontal length shall be constructed using a combination of architectural features and a variety of building materials and landscaping near the walls. Walls which can be viewed from public streets shall be designed using architectural features and landscaping (abutting the building) for at least 50% of the wall length. Other walls shall incorporate architectural features and landscaping for at least 30% of the wall length.~~
2. ~~Architectural Features include, but are not limited to the following: recesses, projections, wall insets, arcades, window display areas, awning, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the review authority.~~
3. ~~A portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street.~~
4. ~~Building materials. The predominant building materials should be characteristic of Central Oregon such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products. Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure. Metal roofs may be allowed if compatible with the overall architectural design of the building.~~

f. ~~Roof Design. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible roof lines and roofs that project out over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged.~~

g. ~~Customer Entrances. Clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, and integral planters are highly encouraged.~~

h. ~~Community Amenities, such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.~~

- i. ~~Building and Sign Colors.~~ Exterior colors shall be of low reflectance, subtle, neutral or earth tone colors. The use of high intensity colors such as black, neon, metallic or florescent for the façade and/or roof of the building are prohibited except as approved for building trim. The use of Trademark colors will require approval.

D.F. CONDITIONS FOR ALLOWING USES IN THE "I" ZONE. OUTDOOR STORAGE.

~~Except for storage of large scale and bulky products such as lumber and steel pipe, outside storage areas shall be obscured from sight from the primary public street serving the development enclosed by a 6 foot sight obscuring fence, decorative wall, or landscaping which shall that obstructs the materials being storage stored. from view. The fence shall be built according to plans submitted by the owner or authorized agent, and approved through the site plan review process.~~

E. G. AREA REQUIREMENTS.

1. The minimum lot area shall have a minimum of five thousand (5,000) square feet.
2. The minimum lot width shall be fifty feet (50').

F. H. SETBACK REQUIREMENTS. - none, unless:

1. Front and rear setbacks shall be minimum of ten feet (10') when abutting a residential zone.
2. Side setback shall be a minimum of five feet (5') where abutting a residential zone.
3. Corner Setback for a lot with more than one (1) property line abutting a street - proposed structures shall be ten feet (10') from these property lines.

G. I. HEIGHT OF BUILDING. No structure shall exceed a height of forty-five feet (45') without prior authorization from the Planning Commission and City Council.

H. J. PARKING REGULATIONS. ~~Parking shall meet be provided in accordance with~~ the requirements of Table 4.5.1 in Section 4.5 and requirements of Sections 4.4 through 4.7 of the City's Zoning Ordinance.

I. K. SANITATION REGULATIONS. Before any structure receives a Certificate of Occupancy, it shall be connected to the City sewer system; or where the structure is within three-hundred feet (300') of an existing City sewer.

~~J. L.~~ **WATER REGULATIONS.** Before any structure receives a Certificate of Occupancy it shall be connected to the City water system unless authorized by the City for connection to an adjoining water system.

~~M.~~ **FLOODPLAIN.** ~~Any structure proposed to be located in the floodplain must meet Federal Emergency Management Agency (FEMA) and Zoning Ordinance regulations.~~

~~K. N.~~ **LIGHTING.** The purpose of these standards is to allow reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night; curtail and reverse any degradation of the nighttime visual environment and the night sky; minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary; conserve energy and resources to the greatest extent possible; and help protect the natural environment from the damaging effects of night lighting.

1. Structural exterior lighting shall not project directly into an abutting lot.
2. Outdoor lighting for safety purposes shall be allowed, however, the outdoor lighting shall not project directly into the abutting lot.
3. ~~Not be able to see~~ **Shield the** source of light or light reflective or amplifying device **visible** from outside **the** property line.
4. ~~No structure has~~ **Blinking, strobe, or rotating light(s) are prohibited** unless required by **the Federal Aviation Administration (FAA)**.
5. Lighted poles shall not exceed twenty feet (20') in height.

~~L. O.~~ **LANDSCAPING.**

A landscape plan shall be submitted for all developments requiring Site Design Review. The City encourages the use of water-wise plant and landscape materials as described in the guide for "Xeriscaping in the High Desert".

1. **A minimum of ten percent (10%) of the total gross floor area of all buildings on the property or properties shall be landscaped in accordance with the following standards:**
 - ~~1. a.~~ **All unused portions of the property shall be maintained with landscaping** **Landscaping shall** consisting of ground cover, ~~or planted~~ grasses, shrubs, trees, flower beds, bark dust, **stone and hardscape features such as patios, decks, entryways, etc.** or other suitable landscaping. **Existing significant vegetation areas or rock outcroppings that are protected may be credited toward meeting the minimum landscape area standard.**

~~2. b.~~ The property owner shall be responsible for establishing and continuously maintaining the landscaping on the lot.

~~3. A minimum of fifteen percent (15%) of the total lot area shall be landscaped. This is submitted with the site plan application and must receive approval.~~

~~Exceptions to this provision may be granted where:~~

~~a. The proposed development is in the established downtown area.~~

~~c. Landscaping shall be irrigated with an automated irrigation system.~~

~~b. d.~~ Areas of the lot abutting a public street or residential zone that are used for vehicle maneuvering, parking, loading, or storage, shall be landscaped according to this section, and can be credited towards the total 10% site landscaping requirement, and screened as follows:

~~i.~~ At least seven percent (7%) of the parking lot area shall be landscaped. ~~Trees shall be planted at a ratio of one tree per ten (10) parking spaces to achieve a canopy effect over fifty percent (50%) of the lot area.~~

~~ii~~ Landscape buffers are required between parking areas and public streets and residential zones, and shall have a minimum width of three five feet (~~3'~~) (5').

~~iii.~~ ~~Landscape buffers between parking abutting a property line shall have a minimum width of three feet (3').~~

~~iv.~~ ~~Front or exterior yard landscaping may not be submitted for the interior landscaping required for interior parking stalls.~~

~~v.~~ ~~There shall be a minimum distance of five feet (5') between parking areas and adjacent residential lots.~~

~~vi. iii.~~ Landscape buffers shall consist of evergreens and deciduous trees, ground cover, and shrubs, grasses and flower species recommended for high desert conditions, ~~mixed with a variety of flowering and deciduous plant species of trees and shrubs.~~

~~vii. iv.~~ Landscaping in a parking or loading area shall have a width of not less than five feet (5'). Landscaping in a parking lot or loading area shall be located in defined landscaped areas which are uniformly distributed throughout the parking or loading area.

~~viii.~~ ~~Provision shall be made for the irrigation of planting area.~~

~~ix.~~ ~~Required landscaping shall be continuously maintained.~~

REVISED EXHIBIT "C"

~~x. Vegetation planted in accordance with an approved site plan shall be maintained by the property owner or developer. Plants or trees that die or are damaged shall be replaced and maintained.~~

~~xi. Drainage. Surface drainage shall be contained on-site.~~

SECTION 3.7 MIXED-USE EMPLOYMENT (MUE)

A. PURPOSE.

The purpose of the Mixed Use Employment zone is to provide land for the development of a variety of employment uses including business and office parks, office buildings, service outlets, light manufacturing / assembly, wholesale trade and show rooms, warehouse / distribution, storage, trade schools, retail goods and services, and other commercial and light industrial uses that are commonly found in mixed-use employment districts. Single-family housing is not permitted as a stand-alone use but may be approved as an ancillary use. Given the potential within the district for diverse uses to be constructed in close proximity to each other, design standards in the district are intended to limit activities within buildings and design finishes that are consistent for the range of allowed uses.

B. USES

1. Permitted Uses – uses permitted in the MUE zone are listed in Table 3.7.1 which is divided into uses permitted outright (P), uses permitted conditionally (C) and uses permitted as accessory to another allowed use (A). The Planning Commission may approve uses not listed as allowed in the zone in accordance with Section 9.28 of this ordinance.

Table 3.7.1 – Allowed Uses

<u>Use Categories and Uses</u>	<u>Review</u>
<u>A. Commercial</u>	
<u>1. Day Care Facilities – establishments that provide for the daily care of children and adults with special needs, including before and after school care, child development facilities, adult activity centers that do not include lodging.</u>	<u>C</u>
<u>2. Drive-through Facilities – when developed in conjunction with an allowed use. Examples include a coffee kiosk, food cart, bank drive-through, food take-out window, etc.</u>	<u>P</u>
<u>3. Eating and Drinking Establishments – businesses primarily involved in the preparation and sale of food and beverages for on- site consumption or take-away, including bakeries, restaurants, coffee shop, brewpub, tavern, sandwich shop, etc.</u>	<u>P</u>

<u>Use Categories and Uses</u>	<u>Review</u>
<p><u>4. General Office – professional and administrative service uses, including banks, financial services, insurance, real estate, medical and dental clinics, professional services, call centers, and other employment uses that typically operate in an office setting.</u></p>	<p><u>P</u></p>
<p><u>5. Medical Facility – allowed uses include medical and dental offices, health care delivery service centers such as an urgent care center, hospice care, medical testing laboratory, and veterinary services.</u></p>	<p><u>P</u></p>
<p><u>6. Personal and Contract Services – uses oriented toward the sale and delivery of personal services, including day spas, hair care, pet grooming, laundry and dry cleaning, printing, etc.</u></p>	<p><u>P</u></p>
<p><u>7. Hotel / Motel – commercial lodging where tenancy is less than one-month, including hotels, motels, bed and breakfast, and truck- stops. Does not include senior and retirement housing.</u></p>	<p><u>P</u></p>
<p><u>8. Recreation and Fitness – uses oriented to delivering youth and adult recreation activities, including dance and yoga studios, fitness centers, climbing gyms, martial arts centers, bowling alleys, soccer centers, movie theaters, skating rinks, etc.</u></p>	<p><u>P</u></p>
<p><u>9. Repair-oriented – establishments engaged in the maintenance and repair of consumer and business goods, including electronics, automotive, bicycles, jewelry, cobblers, office equipment, tailor and seamstress, upholsters, automotive, aviation and marine equipment, etc.</u></p>	<p><u>P</u></p>
<p><u>10. Retail Sales and Services – Sales oriented establishments involved in the sale, leasing, or rental of new or used products and services to the public, including car sales, home and business goods and services, pharmaceuticals, jewelry, hardware, household supplies and furnishings, electronics, clothing, dry goods, pet supplies and pets, office and art supplies, etc.</u></p>	<p><u>P</u></p>

<u>11. Private Pre-School, Primary, Secondary, Colleges, and Vocational Schools.</u>	<u>C</u>
<u>Use Categories and Uses</u>	<u>Review</u>
<u>B. Manufacturing and Production</u>	
<p><u>1. Manufacturing and production – uses engaged in the fabrication, manufacture, assembly, and packaging of goods for resale.</u></p> <p><u>Examples include agricultural processing, except for live animal processing, food and catering services, breweries, distilleries and wineries, woodworking and cabinet makers, metal fabrication, motor machinery, electronics, marine and aviation products, etc.</u></p>	<u>P</u>
<u>2. Trade Services and Storage – uses engaged in the storage, distribution and resale of wholesale goods and bulk items, including warehousing and distribution, and commercial storage facilities.</u>	<u>C</u>
<u>3. Research and Development – uses engaged in product or service research, including laboratories, testing facilities, design studios and other research-oriented activities.</u>	<u>P</u>
<u>C. Public and Institutional</u>	
<u>1. Utilities – public facilities and utility uses, such as utility substations, pump stations, data storage, etc.</u>	<u>C</u>
<u>2. Communication Facility – allowed subject to standards in Section 3.6.1.</u>	<u>P</u>
<u>3. Public Pre-School, Primary, Secondary, Colleges, and Vocational Schools.</u>	<u>C</u>

<u>4. Police, Fire, and other governmental uses</u>	<u>P</u>
<u>D. Residential</u>	
<u>1. Caretaker residence or apartment for an allowed use.</u>	<u>A</u>
<u>E. Other</u>	
<u>1. Temporary uses subject to MMC 3.5.1.C</u>	<u>P</u>
<u>2. Public Parking Lots</u>	<u>P</u>
<u>3. Churches and places of worship.</u>	<u>P</u>

2. Prohibited Uses

- a. Motor sports training and competitive venues, bulk fuel storage, wrecking yards, solid waste handling, animal processing, chemical and petroleum processing, explosives manufacturing, asphalt/cement/rock crushing operations, commercial composting, outdoor shooting/target range.
- b. Outdoor fabrication, assembly, processing, or repair of goods and materials. This restriction does not apply to inventory stored outdoors provided it meets screening requirements for outdoor storage (e.g. nursery stock).
- c. Residential uses other than those allowed as accessory to an allowed use.

C. DEVELOPMENT STANDARDS

The allowed mix of uses in the zone require that new development be appropriately sited and operated in terms of building location, orientation to the street, vehicular access, the orientation of parking and loading docks, storage areas and lighting so that uses remain compatible over time. Uses in the MUE zone are subject to the following development standards.

Table 3.7.2 summarizes development standards that apply in the MUE zone. Standards are explained in detail below the table.

Table 3.7.2 – Development Standards

<u>Standard</u>	<u>Unit</u>
<u>1. Lot Standards</u>	
<u>a. Minimum Size</u>	<u>5,000 sq. ft.</u>
<u>b. Maximum Size</u>	<u>None</u>
<u>c. Street Frontage</u>	<u>50 ft. minimum</u>
<u>2. Site Development</u>	
<u>a. Setbacks</u>	
<u>1. Front Minimum</u>	<u>10'</u>
<u>2. Front Maximum</u>	
<u>Building < 5,000 sq. ft.</u>	<u>60'</u>
<u>> 5,000 but < 20,000</u>	<u>75'</u>
<u>> 20,000 sq. ft.</u>	<u>None</u>
<u>3. Side *</u>	<u>None</u>
<u>4. Rear *</u>	<u>None</u>
<u>b. Lot Coverage</u>	
<u>1. Maximum</u>	<u>85%</u>
<u>2. Landscaping</u>	<u>15% minimum; drainage swales may be included in the calculation.</u>
<u>Bonus allowances</u>	<u>Reductions in landscape requirements may be approved for certain landscape features (see below).</u>
<u>c. Parking</u>	
<u>1. Required spaces</u>	<u>The number of Off-Street Parking spaces shall be consistent with Section 4.4-4.6 of this Ordinance.</u>
<u>2. Location</u>	<u>Two parking bays with a drive aisle are allowed in front of the building. All Other parking must be located to the side or behind the building.</u>
<u>3. On-street</u>	<u>On-street parking may be counted toward meeting required minimum parking if the classification of the street in the current City of Madras TSP allows and the street is improved to such classification.</u>
<u>4. Parking lots</u>	<u>Landscaped buffers are required between parking aisles. 7% of a parking lot area must be landscaped.</u>
<u>5. Loading docks</u>	<u>Must be located on the side or rear of a building and shall not block a public street.</u>
<u>d. Access and Circulation</u>	<u>Site access and local circulation are subject to City of Madras Public Improvement Design & Construction Standards.</u>
<u>1. Building orientation</u>	<u>Main entrance oriented to the street or primary drive aisle.</u>

<u>Standard</u>	<u>Unit</u>
<u>2. Cross-access</u>	<u>Easements are required between adjacent properties with less than 200' of street frontage for auto, bike, and pedestrian use.</u>
<u>3. Local Circulation</u>	<u>Development on parcels greater than 3-acres must include a local street circulation plan.</u>
<u>e. Environment</u>	
<u>1. Lighting</u>	<u>See below.</u>
<u>2. Air and Noise</u>	<u>See below</u>
<u>3. Storage</u>	<u>Outdoor storage areas must be screened from public view.</u>

* - when development abuts residential uses, a landscaped side-yard/rear-yard and a minimum 15' setback is required.

1. Lot Development

Lot size: 5000 sq. ft. minimum.

Coverage: 85% maximum coverage by buildings and impervious surfaces.

2. Site Development

a. Building Setback:

Front Minimum: 15' Front

Maximum: 75'

Side: none except 15' minimum when abutting a residential use. Rear: 10' except 15' when abutting a residential use.

b. Landscaping - A landscaping plan shall be prepared in accordance with the following standards:

i. At least 15% of the lot area shall be landscaped.

ii. All landscaping shall consist of ground cover, or planted grass, shrubs, trees, flower beds, or drought-tolerant plant materials.

iii. Landscape features may include drainage swales, parking medians, landscape buffers.

iv. A 3-foot landscape buffer area shall be provided along the base of all exterior walls that face parking areas.

- v. At least seven percent (7%) of parking lot areas shall be landscaped. Trees shall be planted at a ratio of one tree per ten (10) parking spaces to achieve a canopy effect over the lot area.
- vi. Landscape buffers of three feet (3') width are required between parking aisles and between parking lot areas and streets/drive aisle.
- vii. There shall be a landscaped buffer of at least fifteen feet (15') width between buildings or parking areas that are adjacent to residential uses.
- viii. Landscape buffers shall consist of evergreens ground cover and shrubs mixed with a variety of flowering and deciduous plant species of trees and shrubs.
- ix. Required landscaping shall be continuously maintained. Landscaped areas shall be irrigated, except for xerophytic plantings (e.g. plants in drainage infiltration swales).
- x. Public gathering areas, such as plazas, atriums, and courtyards with at least 15% of the design is devoted to planted beds or containers, water features, public art, and other amenities.
- xi. The Landscaping standard in Section 2(B)(i) may be reduced to 12% if any of the following are incorporated into the development plan:
 - A. Use of drought tolerant plants throughout the plan per Xeriscaping in the High Desert: Guide for Central Oregon, 2005 or an alternative planting list approved by the City;
 - B. Preservation of rock outcroppings and native habitat areas greater than 500 sq. feet in area;
 - C. Provision of cross-access easements connecting primary drive aisles between adjacent properties;
 - D. Connection to a City Engineer approved off-site stormwater management facility.

3. Parking and Loading:

- a. All parking and loading shall comply with the provisions of Sections 4.4 through 4.6 of this ordinance.

- b. Two parking bays with a drive aisle may be located in front of a building. All other parking areas must be located to the side or behind buildings.
- c. Parking areas must include sidewalks or pedestrian walkways that provide safe pedestrian access to buildings.
- d. Loading docks – In the MUE zone, loading docks must be located to the side or rear of buildings. Loading docks must be recessed far enough that trucks using them do not obstruct public roadways or drive aisles.

4. Access and Circulation:

- a. Building access shall be oriented toward the primary public street or drive aisle that serves the building.
- b. Vehicular and bicycle/pedestrian cross-access – Properties with less than 200' of street frontage shall provide cross access easements for pedestrians and vehicles to adjoining properties in accordance with Chapter 6, Access Management Strategies, in the City of Madras Transportation System Plan.
- c. Local Circulation – Development plans that involve more than 3-acres shall include a Local Street Circulation Plan that details how existing and future development will be served by and connect to the local street network in a manner that is consistent with the Madras Transportation System Plan (TSP). Plans shall adhere to city block standards and street classification guidelines. Where the TSP includes a Local Circulation Plan for the area where the development is proposed, the Local Street Circulation Plan shall be consistent with the TSP.

5. Environmental :

- a. Lighting - the purpose of these standards is to allow reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night; curtail and reverse any degradation of the nighttime visual environment and the night sky; minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary; conserve energy and resources to the greatest extent possible; and help protect the natural environment from the damaging effects of night lighting.
 - i. Structural exterior lighting shall not project directly into an abutting lot.

- ii. Outdoor lighting for safety purposes shall be allowed, however, the outdoor lighting shall not project directly into the abutting lot.
 - iii. Not be able to see source of light, or light reflective, or amplifying device from outside property line.
 - iv. No structure has blinking, strobe, or rotating light(s) unless required by FAA.
 - v. Lighted poles shall not exceed twenty feet (20') in height.
- b. Air and Noise – All uses shall comply with applicable air and noise quality standards established by the Oregon Department of Environmental Quality or city standards, whichever is more restrictive.
- c. Outdoor Storage – Outdoor storage areas shall be screened from public view. This standard applies to solid waste refuse bins, bulk, raw, or processing materials, heavy equipment, finished inventory, etc. Outdoor storage areas may not be used for manufacturing, assembling, or fabricating goods and materials.

D. BUILDING STANDARDS

Buildings in the MUE zone shall meet the design standards below.

Table 3.7.3 – Building Design Standards

<u>Element</u>	<u>Standard</u>	<u>Exceptions</u>
<u>Height Limit</u>	<u>45'</u>	<u>Roof mounted equipment may exceed the height limit by 10'. Roof- mounted equipment shall be screened except for communication equipment and solar collectors.</u>

REVISED EXHIBIT "C"

<u>Element</u>	<u>Standard</u>	<u>Exceptions</u>
<u>Size Limit</u>	<u>Minimum: none</u>	
	<u>Maximum: 100,000 sq. ft.</u>	
<u>Exterior Materials</u>	<u>Brick, concrete panel, smooth-finished concrete block, stucco, stone, and wood siding may be used as primary materials.</u>	<u>Accent materials, not exceeding 20% of the front façade, may include pre-fabricated metal, stone, and wood.</u>
<u>Glazing</u>	<u>The front façade shall include 30% glazing for the first 15' of the building height.</u>	
<u>Roofs</u>	<u>Roof designs may be flat, gabled, arched, or other designs with coverings that complement the building design. Sloped roofs shall incorporate eaves that extend over the exterior walls a minimum of 2 feet beyond the wall.</u>	<u>Buildings with flat roofs shall incorporate exterior parapet wall that extends at least 2 feet above the roof.</u>
<u>Entryways</u>	<u>Each building shall have a primary building entry facing the primary public street or drive aisle serving the building. All public entries shall include weather-protection features.</u>	
<u>Walkways</u>	<u>There shall be a 6 foot walkway between the building and parking lot. The walkway shall connect pedestrian access ways from parking areas to entryways.</u>	

E. DESIGN REVIEW

All development applications in the MUE zone are subject to design review. The purpose of design review is to ensure that the public health, safety and general welfare are protected and the general interest of the public is served. The standards provide for originality, flexibility and innovation in site planning and development in order to enhance the special characteristics that make Madras a unique place to live.

1. Applicability. Except as exempted by subsection 2 below, the provisions of this section shall apply to the following activities:

- a. All new building construction. Design review for buildings greater than 30,000 square feet must be approved by the Planning Commission through Conditional Use review.
- b. Exterior modifications to existing buildings.
- c. All new parking lots.
- d. All outdoor storage and display areas.
- e. All building expansions greater than 10,000 square feet.
- f. Structures shall be painted or repainted as described in Section 3.6(E)(5)(a)(vi) of the Zoning Ordinance.

2. Exemptions. This Ordinance section does not apply to the following activities:

- a. Maintenance of the exterior of an existing structure such as re-roofing or residing.
- b. Interior remodeling.
- c. Building expansions not exceeding 25% of the gross square footage of the original building, or 10,000 square feet, whichever is less.
- d. Parking lot expansions not exceeding 25% of the gross square footage of the original lot.

3. Review Process. The Community Development Director shall approve, approve with conditions or deny an application based upon compliance with the site plan criteria, and design review standards. Approval shall be obtained from the review authority prior to the issuance of all building permits for any of the activities described in Paragraph (1) of this section.

4. Application Requirements. All applicants shall attend a pre-application conference prior to filing a land use application that involves Design Review with the Community Development Department. After attending the pre-application conference the applicant shall file an application for Design Review along with other applicable applications (site plan and/or conditional use) with the Community Development Department.

5. Standards for Approvals.

a. Natural Features - Buildings shall be sited to protect areas of special interest and significant natural features such as natural grade, trees, vegetation and rock outcroppings. These resources are encouraged to be incorporated into the overall site plan and may be calculated as part of the landscaping requirement. They are to be protected during construction.

b. Building, location and orientation - New buildings shall have at least one principal building entrance oriented toward the primary front property line.

c. Pedestrian Walkways

i. Walkways from the sidewalk to building entrances. A continuous pedestrian walkway shall be provided from the primary frontage sidewalk for pedestrians to access building entrances. This internal walkway shall incorporate a mix of landscaping, benches, drop-off bays for at least 50% of the length of the walkway. Walkways shall be connected to adjacent sites wherever practicable.

ii. Walkways from parking pods (areas) to building entrances. Internal pedestrian walkways shall be developed for persons who need access to the building(s) from the parking pods. The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed to separate people from moving vehicles as much as possible. These walkways shall have a minimum width of 5 feet with no car overhang or other obstruction. The walkways must also be designed for disabled access according to the Uniform Building Code. This may require the walkways to be widened or modified. The walkways shall be distinguished from the parking and driving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority.

d. Mechanical equipment and service areas shall be screened with visual barriers from adjacent properties, public streets, parks, or other public areas. The architectural design of the building shall incorporate design features that screen and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.

e. Exterior Building design

1. Exterior walls of buildings that are greater than 50 feet in horizontal length shall be constructed using a combination of architectural features and a variety of building materials and landscaping near the walls. Walls that can be viewed from public streets shall be designed using architectural features and landscaping (abutting the building) for at least 50% of the wall length. Other walls shall incorporate architectural features and landscaping for at least 30% of the wall length.

2. Architectural features include, but are not limited to, the following: recesses, projections, wall insets, arcades, window display areas, awning, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the review authority.

3. A portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduces the visual impact of the building mass as viewed from the street.

4. Building materials. The predominant building materials should be characteristic of Central Oregon such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products.

Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure. Metal roofs may be allowed if compatible with the overall architectural design of the building.

5. Roof Design. Roofs shall be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible rooflines and roofs that project out over the exterior wall of a building enough to

cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat-roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged.

6. Customer Entrances. Clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, and integral planters are highly encouraged. Inclement weather protection is required.
7. Community Amenities, such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.
8. Building and Sign Colors: Exterior colors shall be low reflectance, subtle, and neutral. The use of high intensity colors such as black, neon, metallic or florescent for the facade and/or roof of the building are prohibited except as approved for building trim. The use of Trademark colors requires city approval.

F. EXCEPTION TO DESIGN STANDARDS

An exception to the MUE Design Standards may be approved by the Madras Planning Commission as provided by Section 9.3(A) of this Ordinance. The Planning Commission shall conduct a quasi-judicial hearing in accordance with the provisions of Article 9 of this Ordinance. The Planning Commission's decision may be appealed to the City Council in accordance with Section 9.22 of this Ordinance.

1. Approval Criteria: The Planning Commission shall grant an exception to the Design Standards based on the following criteria:
 - a. Consistent with the purpose of the intent of the MUE Design Standards.
 - b. The location, size, design characteristics of the proposed design shall have minimal adverse impact on the compatibility of the permitted development in the surrounding area.
 - c. The proposed design is aesthetically pleasing and functional and relates harmoniously to the natural environment and existing development.
 - d. The proposed design minimizes visual impacts and preserves natural features to the greatest extent practical.

e. The requested design exception is the minimum deviation necessary.

G. NON-CONFORMING STRUCTURES

An existing attached or detached single-family dwelling that is incorporated into a development may be permitted subject to compliance with Article 5—Exceptions and Variances of this ordinance.

THE REMAINING SECTIONS OF THIS ORDINANCE WILL BE RENUMBERED ACCORDINGLY.

Madras City Council Memorandum

To: Madras City Council

From: City Attorney's Office, Alan R. Dale, Bryant, Lovlien & Jarvis, P.C.

Date: August 31, 2016

Re: Measure 97 – City Council Political Advocacy

In Oregon, a governing body may take a position, by motion or resolution, on a ballot measure provided there is no use public funds to advocate for or against the ballot measure. *See* ORS 260.432. A city council may not request that a public employee use work time to advocate the council's position including, without limitation, by drafting a resolution taking a position on a ballot measure. A public employee may perform standard job duties, such as taking minutes at a public meeting, maintaining public records, opening mail, and/or inserting a proposed resolution into a board agenda packet.

On June 21, 2016, the Hillsboro City Council approved a resolution opposing Initiative Petition 28 (now referred to as "Measure 97"). While the Hillsboro City Council is not the first council to take a position on a statewide ballot measure, the practice is rare. In general, most cities adhere to a practice of maintaining neutrality on ballot measures and petitions except in the instance of a city measure or petition. By way of example, on August 22, 2016, the Tualatin City Council voted 3-2 to not take a position with regard to Measure 97. The majority reasoned that it is not the council's place to make an endorsement one way or the other.

Thus, although the Madras City Council may adopt a resolution taking a position on Measure 97, the general practice in Oregon is not to take positions on statewide measures. Nevertheless, if Council desires to take a position on Measure 97, rather than adopting a resolution, which is a city council's formal exercise of administrative or non-legislative authority, Council may consider a motion. Motions are less formal than ordinances and resolutions and can be used to express an opinion, adopt or establish a policy, or direct further action.

Karen Coleman

From: Alan Dale [Dale@bljlawyers.com]
Sent: Wednesday, August 31, 2016 10:14 AM
To: Gus Burrell
Cc: Jeremy Green; Karen Coleman
Subject: Resolution Regarding IP 28/Ballot Measure 97
Attachments: Memo - City Support-Oppose Statewide petition (00727911xB6300).pdf

Good morning Gus,

I have been assisting Jeremy with research concerning Council's desire to adopt a resolution opposing Initiative Petition 28/Measure 97. Attached to this email, please find a memo to Council concerning a city council's ability to adopt such a resolution. For your information, I did not find any state law that prohibits a city council from taking a position on a statewide ballot measure. However, it does not seem to be a commonplace practice.

In my research, I found a few instances in the past 15 to 20 years where an Oregon city council took a position, by resolution, on a statewide ballot measure. However, I did not locate any other cities (beyond Hillsboro) that have taken a position on IP 28/Measure 97. A few Eugene city councilors are listed as supporters on a Measure 97 support website; but, consistent with Karen's email, the Eugene City Council has not adopted a resolution in support of IP 28.

We would be happy to discuss this matter with you in further detail during the staff meeting next Tuesday.

Thank you,

Alan

Karen Coleman

From: Karen Coleman
Sent: Monday, September 05, 2016 9:28 AM
To: 'Jeremy Green'
Subject: Resolutions in Support of Senate Bills

Jeremy:

Just as an FYI...the City of Madras has adopted resolutions in support of various senate bills over the years:

Resolution No. 14-2007 was passed on April 24, 2007 and was in support of SB 523 an anti-steering consumer protection bill.

Resolution No. 07-2010 was passed on April 13, 2010 and was in support of the Palomar Gas Transmission Pipeline - Docket #CP09-35-000 (not a Senate Bill)

Resolution No. 05-2013 was passed on April 9, 2013 and was in support of Senate Bill 754 which proposed modifications of the provisions relating to the Public Employees Retirement System.

These of course were not Oregon Ballot Measures.

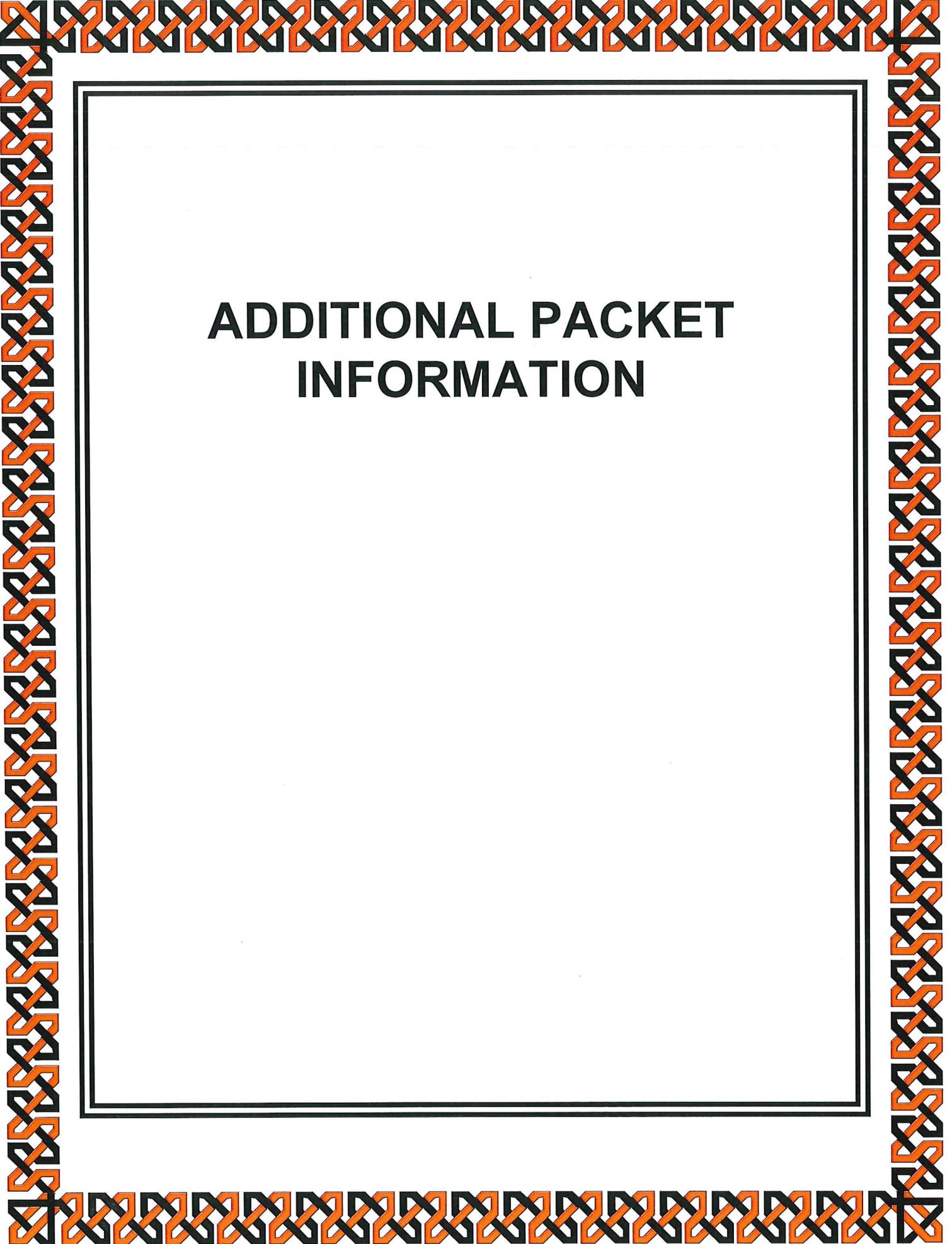
Karen J. Coleman
City Recorder
125 S.W. "E" Street
Madras, Oregon 97741-1346

(541) 325-0302

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Thank you.



**ADDITIONAL PACKET
INFORMATION**

Education Update



Oregon Achieves... Together!

A Message from Deputy Superintendent Salam Noor

As we begin the 2016-17 school year, I bring you greetings and wish you a successful school year. Thank you for your hard work and leadership in our classrooms and schools, and your dedication to Oregon's education system and students. The beginning of the school year is a very special time filled with excitement, hopes, and dreams for our students, their parents, and you -- their teachers. I know this as an educator and as a parent of two children returning to school. One is beginning as a freshman in high school, while the other is entering his senior year and preparing to transition to the next stage of life after high school. I am very excited for Oregon's 570,000 students as they embark on an exciting journey filled with new learning and discovery, building new friendships and relationships along the way, and culminating in lifelong and academic success.

I also know that education is a partnership between educators, students, and parents and families. We heard about the importance of partnerships between schools and communities in the community forums we held around the state. In fact, key themes emerged from these 13 community forums that included parents, teachers, counselors, administrators, students, college faculty and administrators, business and community members, school board members, members of community-based organizations, and others. The themes are:

- Students and all other participants wanted every student to receive a rigorous, relevant, well-rounded and engaging educational experience.
- Participants prioritized personalized learning and student-centered education based on equity and in collaboration with families, business, students, communities, and community-based organizations.
- Participants stressed the importance of supporting educators to provide effective and culturally responsive instructional practices and services to students and families.
- And finally, we heard what communities consider students and school success, which includes academic, social-emotional learning, career and technical education, and relationships between teachers and students that prepare students for life after high school.

This year we have great opportunities as a state. With the reauthorization of the Elementary and Secondary Education Act into the Every Student Succeeds Act of 2015 (ESSA), we can -- together -- reimagine our education system to afford students a quality, equitable, rigorous, and well-rounded education. Our ESSA state plan will allow us to ensure students have access to quality content standards and assessments, to design a balanced assessment system that informs instruction and meets accountability requirements, redesign the state report card to reflect academic and non-academic school quality indicators, continue alignment of standards and outcomes from pre-school to post-secondary education and training, increase personalized learning and student engagement, and ensure students graduate on time and college and career ready.

In closing, we know that a quality, equitable, and well-rounded education will not happen without the dedication and commitment of our teachers, education support professionals, counselors, support services professionals, principals, and district administrators. I and all of us at ODE greatly appreciate your leadership and your commitment to our students, and stand ready to support you every step along the way. We wish you a great school year!

State Board Invites Diverse Voices to Guide Its Work

Board Retreat Update



ODE's Victor Cato facilitates a student panel during the State Board retreat.

The Oregon State Board of Education held its annual retreat August 17-19, 2016 at Silver Falls State Park. The two-day event allowed Board members to hear from many stakeholders about the state of Oregon. New board members George Russell and Kimberly Howard joined Board Chair Charles Martinez, Jr., Vice Chair Anthony Veliz, and members Jerome Colonna and Miranda Summer.

Day 1:

The first day of the retreat featured three panel discussions.

Five students from around the state made up the first panel. The students -- all still in high school or recently graduated -- talked about the importance of school programs that enrich their overall school experience. They also cited the need to focus on diversity and inclusion so all students feel like they are part of the school community rather than outsiders. The second panel included teachers and administrators who are using innovative practices to improve school outcomes. Whether it's using technology or partnering with the community, districts are looking for ways to keep students engaged in school and make sure their education prepares them for college or career.

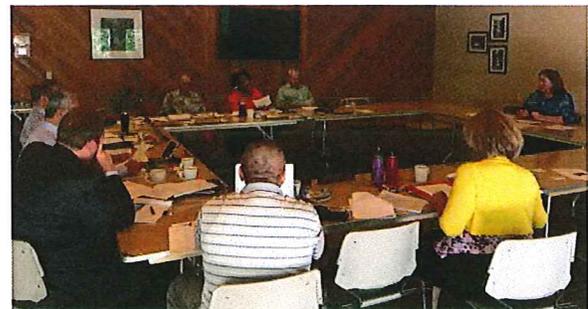
The third panel consisted of representatives from education partners including the Confederation of Oregon School Administrators, Oregon Education Association, and the Oregon School Boards Association. Their message to the board was one of continued collaboration to make sure the state takes collective strides to improve education systems. The first day concluded with a public meeting as part of the retreat where new rules were adopted dealing with lead and other hazardous materials (see story below).

Day 2:

The second retreat day was largely dedicated to a discussion on equity. Facilitated by [Dr. Johnny Lake](#), Assistant Professor of Education at Northwest Christian University and an expert in diversity issues, the discussion is part of the State Board's commitment to make equity front and center in its work. Board members said they will continue "going deeper" in their understanding of the complexities of navigating an education system that has not always provided opportunity and access for traditionally marginalized students. This was not just an isolated, one-time conversation; the Board is dedicated to continuing to prioritize the [equity lens](#) in its work.

Board Adopts Lead Testing Rule

The State Board of Education [adopted new rules](#) on August 17, 2016 related to testing for lead in schools. The rules require school districts and public charter schools to report to the public findings of lead testing and testing for other environmental health factors within five days of receiving the results, as well as how they will support ongoing monitoring. The rules also require each district to develop and submit a Healthy and Safe Facilities Plan to the Oregon Department of Education. Read more about the rules and the required components of the Healthy and Safe Facilities Plan [here](#). Contact [Emily Nazarov](#) at 503-947-5637 with further questions.



State Board Members discuss Healthy and Safe Schools rule at the August retreat.

Steps to Success

ESSA Essentials: What You Need to Know Now

With the passage of the Every Student Succeeds Act (ESSA), Oregon's Elementary and Secondary Education Act (ESEA) Waiver expired on August 1, 2016. However, state requirements for educator evaluations as defined by Oregon administrative rule (OAR 581-022-1723) remain in place. As a result, in 2016-17 districts should continue using the processes and protocols from last year, including the use of the Oregon Matrix and statewide Student Learning and Growth goals (SLG) Scoring Rubric, with the following exceptions:



- Student Growth Percentiles (SGPs) will not be required as a measure of SLG goal attainment
- The use of statewide assessments as a measure for SLG goals is no longer required. All educators, regardless of grade and subject, may use Category 2 measures (district-wide or school-wide) for their two SLG goals.

Additional information can be found in this [one page brief](#).

Community Forum Summary and Themes

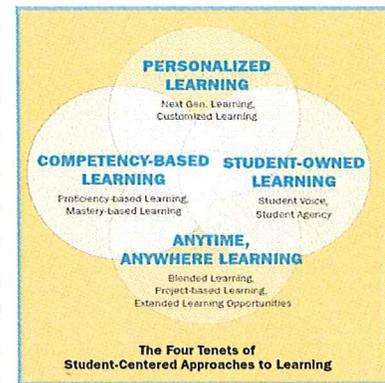
Please [click here](#) to access a recap of the 13 ESSA community forums held across the state of Oregon and the five themes that emerged from the data collected.

English Language Learner Strategic Plan

This school year marks the start of implementation of the [English Language Learner Strategic Plan](#) required under [House Bill 3499](#), which the Oregon Legislature passed in 2015. As part of the plan, the Oregon Department of Education (ODE) identified 15 districts to receive interventions and targeted assistance and another 25 to receive only the targeted assistance. Historically, school improvement initiatives impacting schools in Oregon have been federally mandated and funded. House Bill 3499 is a state-sponsored initiative allocating resources to go deeper than federal requirements – a true Oregon-grown initiative. Paired with federal school improvement efforts, the infusion of state resources has the potential to provide Oregon's most vulnerable students and schools with targeted supports aimed at systemic and sustainable improvement. These resources represent an opportunity for these districts to create new opportunities for excellence for their EL students. Contact [Rudyane Rivera- Lindstrom](#) for additional information.

Learning through Personalization

Amazing things happen each day in Oregon classrooms. Students' minds are awakened to new experiences and relationships form between students and teachers, making learning discoveries unforgettable. Sometimes, however, teachers begin to practice the routine definition of school and use group instruction to be efficient and



cover the material in a timesaving way. Today's students live in a personalized world, where within seconds, they can change their screen savers, create play lists, or design apps to get something done. Research shows that when students feel a connection to what they're learning, or they have choice in how they demonstrate what they know and can do, they work harder and achieve at higher levels. Imagine how exciting school experiences could be if teachers extended learning beyond the classroom walls or the traditional school day. Our students learn at different rates and in different ways; we can support their unique learning needs if we recognize what they need and work together to use our time and talents in different ways. We're ready for the challenge! For more information on personalized learning, contact [Diane Smith](#), Business Education Impact, at 503-536-4311.

Hunt-Kean Leadership Fellows Program Convening



(From left to right) Michael Lindblad; Ricardo Larios; Barbara Unger, Teacher Leader from Virginia; Scott Slechta, 2016 Iowa Teacher of the Year

State-level policymakers have enormous influence over our complex education system, and yet all too often these leaders are required to assume massive responsibilities with little background in education policy. The vision of the [Hunt-Kean Leadership Fellows Program](#) is to help political leaders develop a deeply rooted vision for educational improvement.

Teacher leaders and administrators were invited to be a part of this process in Portland on August 11. Educators



Nanette Lehman, third from left.

were asked questions of governors and political leaders regarding trends and challenges in education today. 2015-16 Milken Educator Ricardo Larios, 2013 Oregon Teacher of the Year Nanette Lehman, and 2015 Oregon Teacher of the Year Michael Lindblad were invited to participate in this process and lend their voices for Oregon at the national level.

Lead Testing Webinar Recording

As part of our continuing efforts to inform the public about school safety, the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA) teamed up on September 1 to present a webinar on the new rules for lead testing and other safety concerns at schools. If you missed this webinar, the recording can be accessed by [clicking here](#). The rules require districts and public charter schools to report findings of lead testing and testing for other environmental health factors to the public within five days of receiving the results. The rules also require the development and submission of a Healthy and Safe Facilities Plan to ODE which must be updated annually. As Deputy Superintendent Salam Noor said in our press release, “We must ensure our school facilities are welcoming and safe. I am pleased that the rules reflect input from essential stakeholders including families, educators and other community members, and that they were developed collaboratively with the Oregon Health Authority.” For more information on lead and environmental testing, [click here](#) to go to the OHA’s page on healthy school facilities.

Child Care Resource and Referral Transition

Effective July 2016, the Early Learning Division will transition referrals from the Child Care Resource & Referral (CCR&R) to [211Info](#), a clearinghouse that helps people identify, navigate, and connect with local resources. This service is now available in all counties in Oregon. By simply dialing 211, the parent or caregiver is able to receive child care referrals along with secondary community referrals for comprehensive services. This transition allows CCR&Rs to focus on their strengths and expertise: professional development for our early learning workforce. The goal is to enhance Oregon’s professional development system to ensure children are in environments that comprehensively promote optimal learning and development. Contact [Arika Guerrero](#) with any questions.

Story Time

Reach Higher Oregon Summit

On July 20, 2016, more than 360 participants attended the 2016 Reach Higher Summer Summit in Bend. The event focused on mobilizing career and college advising supports for all students. Keynote presentations helped place Oregon's efforts in a national context while an engaging student panel answered questions about what works and what doesn't. Chief Education Officer and Education Policy Advisor to Governor Brown Lindsey Capps, Deputy Superintendent Salam Noor, and Higher Education Coordinating Commission Executive Director Ben Cannon shared their agency's commitments to strengthening student supports and systems needed to help high school students transition to college or career.



Lindsey Capps, Ben Cannon, and Salam Noor participate in the Reach Higher Summit on July 20.

The Reach Higher Summer Summit was a wonderful opportunity for Oregon's school counselors to network and learn more about future [College and Career Readiness](#) professional learning opportunities available through the Oregon Department of Education including a Comprehensive School Counseling (CSC) Content Panel that will be updating [Oregon's Comprehensive Guidance and Counseling \(CGC\) Framework](#).

ODE Strengthens Its Communications Capacity

The Oregon Department of Education (ODE) is pleased to announce the addition of two new members to its communications team in the Deputy Superintendent's Office. Tricia Yates is the director of communications, coming to ODE with a wealth of experience in strategic communications and public affairs work, primarily focused on public education. She served most recently as director of communications at the Oregon School Boards Association. Yates also served three state superintendents at the Wisconsin Department of Public Instruction prior to returning to her native Oregon 10 years ago. Also new to the team is Peter J. Rudy, a Public Affairs Specialist who will be instrumental in building ODE's social media presence. Rudy comes to ODE from Oklahoma where he most recently served as Vice President of Communications for the State Chamber of Oklahoma.



(From left to right) Meg Koch, Tricia Yates, Jenni Knaus, and Peter Rudy.

Tricia and Peter join Program Analyst Meg Koch, who has focused on strategic communications for three years and Administrative Specialist Jenni Knaus, who has provided communications support to the department for seven years. By hiring additional highly skilled and experienced staff, ODE has positioned itself to better assist districts, policymakers, media, and the public by communicating what is needed to support student success. Be sure to follow ODE on [Twitter](#) to keep up to date on the great things happening in Oregon education!

