CITY COUNCIL MEETING PACKET

JANUARY 26, 2016

City of Madras
City Council Work Session
City Council Meeting
City Council Chambers

January 26, 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 Minutes From the January 12, 2016 City Council Work Session

B, Approval of Minutes From the January 12, 2016 City Council Meeting

C. Ratification of Unprogrammed Community Grant Request Madras High School JROTC (Junior Reserve Officer Training Corp)

D. Approval of Conditions of Approval Agreement between City of Madras and Saint Charles Health System, Inc. for Undergrounding Utilities on A Street

E. Approval of Amendment No. 1 to Inmate Work Crew Master Agreement #548 Between the Oregon Department of Corrections and City of Madras

IV Possible Appointment of City Council Member

Mayor Royce Embanks

V Oath of Office for Individual That is Appointed

City Recorder, Karen J. Coleman

VI Visitor Comments

VII Award of Construction Services Contract - R-2 Contractors, Inc.
Highway 97 and S.W. "L" Street Sidewalk Improvement Project #2015-03

Public Works Director, Jeff Hurd

VIII Proposed Purchase of a Used Pontoon Boat
Wastewater Department

Public Works Director, Jeff Hurd

IX Covered Fueling Containment Area for Public Works Fuel Tanks

Public Works Director, Jeff Hurd

X Supplemental Budget Hearing

A. Community Development Program / Tourism/Economic Development Program

1. Call to Order
2. Staff Report
3. Comments From the Public
4. Council Deliberations (Questions and/or Comments)
5. Close the Budget Hearing
6. No Action Required at This Time - Formal Action will be by Resolution

Finance Director, Brandie McNamee

XI Resolutions

A. Resolution No. 02-2016

A resolution authorizing an increase in appropriation to recognize unanticipated revenues, and expenses, and the transfer of appropriations within funds for Fiscal Year 2015-2016.

Finance Director, Brandie McNamee

XII Quarterly Financial Update as of December 31, 2015

Finance Director, Brandie McNamee

XIII Budget Committee Appointments

Doeshia Jacobs . . . . Term: 01-01-2016 To 12-31-2018
Dan Chamness . . . . Term: 01-01-2016 To 12-31-2018
Maura Schwartz . . . . Term: 01-01-2016 To 12-31-2018
Bartt Brick . . . . . Term: 01-01-2016 To 12-31-2018

Finance Director, Brandie McNamee

XIV Community Projects Grant Program Applications

Finance Director, Brandie McNamee

XV Quarterly Community Development Department Update

Community Development Director, Nicholas Snead

XVI Award of Professional Services Contract Between EcoNorthwest and the City of Madras to Expand the City's Urban Growth Boundary for Expansion of the Madras Municipal Airport

Community Development Director, Nicholas Snead

XVII Approval of Letter of Support to Central Oregon Intergovernmental Council for Madras Regional Large Lot Industrial Site Application

Community Development Director, Nicholas Snead

XVIII Boards, Commissions, and Committee Appointments

Mayor Royce Embanks

XIX Additional Comments, Announcements, and Department Reports

XX 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.

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS
WORK SESSION
JANUARY 12, 2016

I CALL TO ORDER

The City Council Work Session was called to order at 6:05 p.m. by Council President, Tom Brown, in the absence of Mayor Royce Embanks, on Tuesday, January 12, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:
Council President, Tom Brown, and Councilors Richard Ladeby, Chuck Schmidt, Bill Montgomery, and Gary Walker.

ABSENT WERE:
Mayor Royce Embanks Jr.

There is currently one vacancy on the Madras City Council.

CITY STAFF MEMBERS IN ATTENDANCE WERE:
City Administrator, Gus Burril; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis P.C.; HR and Administrative Coordinator, Sara Puddy; Police Chief, Tanner Stanfill; Community Development Director, Nicholas Snead; Finance Director, Brandie McNamee, and City Recorder, Karen J. Coleman.

ABSENT WERE:
Public Works Director, Jeff Hurd.

VISITORS IN ATTENDANCE WERE:
Bartt Brick; Dorothy Burgess; Jefferson County Sheriff, Jim Adkins; Israel Reynoso; Justin Gottlieb, High Desert Cannabis Community, and Shannon Winegar.

II DISCUSSION - CITIZENS INTERESTED IN SERVING ON CITY COUNCIL

Cheryl "Kris" Elliott
Bartt Brick
Larry Easter

Council President Brown advised Council that we have another "Letter of Interest" coming in. He mentioned that an individual just got off of a Board so he could apply for this position on the City Council. He suggested that the Council postpone this until the next meeting.

It appeared to be the consensus of Council that this item be tabled until the next City Council meeting (January 26, 2016).

III MARIJUANA ISSUES - DISCUSSION

City Attorney Green advised Council that the idea in identifying or having this discussion or work session today was to discuss briefly where we are at today and what our likely steps are going to be in the immediate and long-term future.

He explained that the Council would be considering:

- Ordinance No. 882, an ordinance repealing Ordinance No. 860, an ordinance establishing a tax on the sale of Recreational and Medical Marijuana. This ordinance effectuates that repeal.

- Ordinance No. 883, an ordinance that amends the existing TPM Ordinance No. 870 to address early sales of Marijuana through the dispensaries. This was primarily motivated to provide Police Chief Stanfill and his crew with some type of enforcement opportunity or mechanism to enforce violations of federal, state, and local laws when it comes to early sales.

- Ordinance No. 884, a banning ordinance on Recreational Marijuana which is a referral. It is not an immediate ban. In fact that time frame has passed. If the Council had wanted to do a ban unilaterally, Council would have had to adopt that ordinance in December 2015, but in November the Council decided to refer the banning ordinance out to the voters. This ordinance does exactly that.

  Assuming that the Council passes this ordinance we will notify the State agencies that the banning ordinance has been approved and referred to the voters. The State will immediately discontinue issuing any permits or licenses for recreational facilities, at least those that have been identified in the ordinance, pending the November 2016 election results.

  If the ban fails, then the State will issue applications or licenses for the identified recreational facilities to the extent that someone applies to conduct those particular operations. If it passes then obviously, recreational facilities as identified in the ordinance would effectively be banned.

- Ordinance No. 885, the tax issue. This ordinance has been drafted to effectuate up to a 3% tax. It identifies specifically a 3% tax on recreational sales. This is retail sales from a recreational retail facility. This is the ordinance that would, if passed, ultimately be referred out to the voters in 2016.

The ordinances have been drafted in such a way that if the ban fails then the tax could be approved and applied. If the ban is approved, then the tax, by its own terms would be rendered void and unenforceable because of the mere fact that you would have no recreational facilities.

The referral resolutions, in the explanations, articulate the circumstances as to what would happen if the ban fails with respect to the taxing ordinance and what would happen if the ban is approved with respect to the taxing ordinance.

He told the Council that the process would be that they would adopt the ordinances today, and notify the State next week. We would bring back the resolutions in March or April 2016. He would prefer not to do it prematurely for the following reasons:

1) The current referral ordinance is written in such a way that there is major ambiguities and inconsistencies that exist between our local legislation and state legislation, and the best way to minimize, if not avoid any potential inconsistencies and legal technicalities, would be to put off the referral until March 2016.

   This is driven by the timing as the timing that is set up in the ordinance is different than the timing developed under state law. He is worried that if the Council were to prematurely refer the ordinance out to the voters, it could ultimately compromise the legal integrity of the referral process.

2) There is going to be some legislation likely adopted in the Springtime of this year as it relates to these Marijuana issues and he would rather not refer an ordinance out that would later need to be amended due to the change in the playing field from the State Legislature.

   To the extent that we can avoid wasting time, our limited financial resources, and staffing resources, he would just as soon adopt the ordinance, and put the placeholder in effect and refer out in March or April after having a better opportunity or more opportunity to see if and how the Legislature has responded to the ever changing field of Marijuana.

The Legislature may modify HB 3400, which could make it necessary to revisit the ordinances that Council will presumably pass today. He indicated that he does not think that they are going to modify HB 3400 as it relates to the referral process, but feels that they may modify it in other aspects (e. g. the taxes).

The City Attorney's office and staff has been talking quite a bit about what should be done in this interim of time; interim meaning between now and November 2016.

Applicants at this point in time, interested in establishing recreational facilities, could initiate an application process. He indicated that he is surprised that we haven't received any State LUCS (Land Use Compatibility Statement) Report Filings. The Oregon Liquor Control Commission (OLCC) is requiring all Recreational Marijuana growers, processors, and retail sales businesses to obtain a State LUCS Report from the local jurisdictions or other filings with the idea being that someone who files now will get in line and be in a position to pursue opening a recreational facility pending the results of the November 2016 decision. It is first come first served.

He mentioned that he was proposing to spend a considerable amount of time explaining how the City wades through that process and what some of the issues present, but because the City has not received any LUCS Reports or business applications to-date, with respect to recreational facilities, he decided not to spend much time on it. To some extent the City is not going to face some of these issues because presumably, if Council passes this ordinance tonight and we file with the State next week, we are not going to have to deal with some of the drama.

Passage of these ordinances will put us in a position to place a placeholder as it relates to the period between now and November 2016 so that in the interim we can begin to explore and develop time, place, and manner restrictions. One of the concerns that has been expressed is that there is a possibility that the banning ordinance will fail. The question is, what do we do if it does fail? Is the City interested in having any controls, any regulations, over recreational facilities? The way we would do that is by virtue of our land use code and by virtue of time, place, and manner regulations similar to what was done on the dispensaries.

The benefit of adopting this ordinance is that it buys the City some time to develop these regulations because there would effectively be a moratorium placed on the issuance of the licenses from the State. We have the benefit of watching what other cities and counties are doing in response to the growth of the Marijuana industry. We have the ability to see what the Legislature does in the spring and to some extent the summer as it relates to Marijuana. During that time frame we can explore what type of regulations we would like to see in place, if any, if the banning ordinance fails.

Community Development Director Snead indicated that he does not have any understanding from the Council as to where those operations or activities would be located or limited to. If there is a desire by the Council to limit those by zoning districts it would be one of the most effective ways to do that.

Councilor Schmidt asked if there was not already a set of rules or State standards that have been established that addresses odor, etc.

City Attorney Green told Councilor Schmidt that there are regulations in place to some extent and there are more coming, but he is anticipating that these regulations will be changing and evolving over time as well. When the legislation was rolled out for the Medical Marijuana dispensary businesses, there were quite a few gaps that weren't addressed in the legislation. It is those gaps that we would gap fill by virtue of our land use code and by virtue of the TPM ordinance.

He explained that as the legislation this winter and this spring is rolled out and those rules and regulations are modified, he wants to take those rules and regulations and show Council in a work session or in several work sessions what the State regulations currently provide. Staff and legal counsel will then identify what potential gaps exist. Council can then direct staff on what gaps they want filled and how they would like staff to go about doing that.

He suggested the need to move forward with some type of TPM regulations coupled with some land use regulations and have them in place so that if the ban does fail, we have some safeguards in place for the community.

He expressed concerns that House Bill 3400 could be modified to allow Recreational Marijuana sales after December 31, 2016, which is the current expiration date of the early sales. He told the Council that he has spoken with proponents of the industry and some of them are of the opinion that the lines

between the dispensaries and the recreational facilities are going to be removed. You may see the ability of these facilities to sell both Recreational and Medical Marijuana.

He indicated that he is hopeful that if the Legislature changes the playing field again, that they at least provide cities, counties, and others with some direction, some infrastructure to be responsive to the changes. If the Legislature continues to allow dispensaries to sell recreational product through a dispensary, the City hasn't done anything to date other than amend the TPM ordinance to prohibit that. Although the banning referral would prohibit recreational retail sales; it is recreational retail sales from recreational facilities, not dispensaries.

Discussion took place on what the various cities and counties are doing or have done. It appeared to be the consensus that the City should develop regulations on recreational facilities.

Police Chief Stanfill agreed that we will need to see what happens with the Legislature. In his opinion it is a good move to take some steps now, which we have been taking, and then see what the Legislature does in the very near future and what changes will be made. Having the TPM ordinance allows the Police Department to work with the medical distribution program and the OLCC (Oregon Liquor Control Commission), and if they fail, we can step in with the TPM ordinance. This is good for the Police Department and is good for the City.

City Attorney Green referred to Ordinance No. 883 and said that under Section 6, Amendment No. 4, he specifically identified the dispensaries ability to sell early or limited retail product. He explained that he included language that would operate to prohibit a dispensary from selling the limited Marijuana retail product after December 31, 2016, which is consistent with the legislation. The legislation may change so we may have to revisit that. Arguably at this point, if the legislation were to change, we could still rely on this language to prevent the ongoing recreational sales from the dispensary. We have given them the full authority under the current State legislation to sell, nothing more.

Council President Brown mentioned the need for a motion to begin the process of establishing regulations.

Councilor Ladeby recommended that it be made clear what the Council is doing for the individuals who are attending the City Council meeting, as the newspaper was misleading.

City Attorney Green explained that he is not certain what was in the newspaper; he will have to read it before the Council meeting, but tonight is the consideration of the referral ordinances. For example, one of the ordinances bans recreational establishments, producers, wholesalers, and retail facilities. It is an ordinance that if adopted tonight will be referred out to the voters in 2016 for approval. It effectively places a moratorium on the licensing of those identified facilities if this ordinance is passed, but it is not the unilateral action of the Council to serve as an outright ban. The ban will only be effective if the voters approve it in November 2016.

Individuals in the audience began asking questions from the back of the City Council chambers, but failed to come forward and identify themselves so their comments have not been included in the minutes.

IV ADJOURN

The City Council Work Session was adjourned at 6:42 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS
JANUARY 12, 2016

I CALL TO ORDER

The City Council meeting was called to order by Council President, Tom Brown, in the absence of Mayor Royce Embanks, at 7:00 p.m. on Tuesday, January 12, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:
Council President, Tom Brown, and Councilors Richard Ladeby, Bill Montgomery, Chuck Schmidt, and Gary Walker.

ABSENT WERE:
Mayor Royce Embanks Jr. was in attendance prior to the City Council Work Session, but had been called out for an emergency and was unable to return until just prior to adjournment of the City Council meeting.

There is currently one vacancy on the Madras City Council.

CITY STAFF MEMBERS IN ATTEDANCE WERE:
City Administrator, Gus Burril; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis P.C.; HR and Administrative Coordinator, Sara Puddy; Police Chief, Tanner Stanfill; Finance Director, Brandie McNamee; Community Development Director, Nickolas Snead; PW and CDD Administrative Assistant, Michele Quinn, and City Recorder, Karen J. Coleman.

ABSENT WERE:
Public Works Director, Jeff Hurd.

VISITORS IN ATTENDANCE WERE:
Justin Gottlieb, High Desert Cannabis Community; Jefferson County Sheriff, Jim Adkins; Eldon Sasser; Rick Urbach; Cameron Smith-Lucero; Jocelyn Anderson, Plantae Health; Mike Boynton, owner of Central Organics; Bartt Brick; Janet Fall; Sharron Winegar; Courtney Snead, Interim Diversity Coordinator, Let's Talk Diversity Coalition; Kris Elliott; Molly Cromp; Brittany Loura; Cameron Smith-Lucero; Jefferson County Commissioner, Mae Huston; Tyler Gabriel; Staff Sergeant Kyle Yeager, Terra Messinger, Soria Mendez, and Charles Young, JROTC Cadets; Holly Gill, News Editor with the Madras Pioneer, and Dennis Jackson.

II PLEDGE OF ALLEGIANCE AND PRAYER

Council President Brown led the pledge of allegiance to the flag of the United States of America and asked Councilor Walker to offer the prayer, which he 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.

A. Approval of Vouchers

B. Approval of Revised Meeting Minutes to Correct Formatting Only

1. October 27, 2015, City Council Meeting
2. November 2, 2015, Special City Council Meeting
3. November 10, 2015, City Council Meeting

C. Approval of Minutes From the December 7, 2015
Special City Council Meeting

D. Approval of Minutes From the December 8, 2015
City Council Meeting

E. Ratification of Unprogrammed Community Grant Request
Madras High School JROTC (Junior Reserve Officer Training Corp)

This item was pulled from the Consent Agenda and placed on the Regular City Council meeting agenda for discussion, and for a presentation by the JROTC.

F. Approval of Contract Change Order No. 1 - H.A. McCoy Engineering & Surveying
Design and Construction Services - Time Extension to March 31, 2016
H Street Pedestrian Improvement Project #2015-10

G. Approval of Appointment of Stan Nowakowski to Urban Forestry Commission
Term: January 1, 2016 to December 31, 2018

H. Approval of Work Order No. 1 to City Engineer of Record Contract
Harper, Houf, Peterson, and Righellis, Inc.
Review and Update of Public Improvement Design and Construction Standards

I. Approval of Completion of Street Light Installation Project at the Intersection
of 3rd and Culver Highway - Project #2015-07

J. Approval of Contract Change Order No. 1 - Latham Excavation
Extension of Construction Services Contract to June 1, 2016
Madras Municipal Airport West Access Road Project #2015-09

K. Approval of Century West Airport Engineer Contract, Task Order No. 1
Development of Airport Noise Protection Regulations

City Administrator Burril asked that the following changes be made to the regular City Council meeting agenda:

The addition of:

- Grass Runway Agreement - Erickson Airshow Collection, LLC

  City Administrator, Gus Burril

- Authorization for use of Community Clean-Up Funds for Nuisance Abatement at 179 "D" Street

  Community Development Director, Nicholas Snead

- First Extension to Professional Services Contract Bryant, Lovlien, and Jarvis P.C.

  City Administrator, Gus Burril

Finance Director McNamee asked that the following be pulled from the Consent Agenda and placed under "Visitor Comments" on the regular meeting agenda:

E. Ratification of Unprogrammed Community Grant Request
Madras High School JROTC (Junior Reserve Officer Training Corp)

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL ACCEPT THE [CONSENT] **AGENDA WITH ALL OF THE ADDITIONS** [TO THE REGULAR MEETING AGENDA]**. THE MOTION PASSED UNANIMOUSLY, 5/0.**

IV VISITOR COMMENTS

CONSENT AGENDA ITEM "E"

E. Ratification of Unprogrammed Community Grant Request
Madras High School JROTC (Junior Reserve Officer Training Corp)

Staff Sergeant Kyle Yeager introduced himself to the Council and said that he is one of the instructors for the Madras High School JROTC. On behalf of himself and Lt. Colonel, Larry Renfro, he would like to thank the Council for their continued support of their organization. The support from the City, organizations, and individual citizens have helped them immensely, especially with some of the trips they have taken recently (e.g. to Normandy and Hawaii).

He then introduced Terra Messinger, Soria Mendez, and Charles Young, three of their cadets. He and four cadets recently took a trip to Hawaii and were able to participate in the Pearl Harbor Day ceremonies for the Pearl Harbor survivors, and in the parade. He then presented a number of pictures that had been taken on their recent trip to Hawaii.

After the presentation he asked one of the cadets to present a small container of sand to the Council. He said that the sand had been collected from Normandy by Lt. Colonel Renfro.

[Note: The Council inadvertently failed to take formal action to ratify expenditure of the Unprogrammed Community Grant Funds at this time, so this item will be presented to the Council during the January 26, 2016 City Council meeting for formal action.]

COMMENTS FROM THE PUBLIC

City Attorney Green explained to the individuals in attendance that the ordinances that are going to be presented to the Council tonight for a vote are referral ordinances. Essentially there are two referrals, a recreational facility banning ordinance, and an ordinance for a three percent (3%) recreational retail tax. Both ordinances, if approved tonight, will be referred to the voters in November 2016. Even if the recreational banning ordinance were to be approved tonight, it wouldn't effectively constitute a ban, but would rather place a moratorium on the licensing of those facilities pending the results of the November 2016 election.

Eldon Sasser came forward and told the Council that he had missed out on some of the previous meetings and wanted to let the Council know that he did not like the way some of the votes went. In his opinion, the Council should have stayed with what the citizens of Madras wanted until after the November 2016 vote. He personally does not want to

have Marijuana in this town and within three blocks there are already three Marijuana businesses and one downtown. He mentioned that if the Warm Springs folks are allowed to go through with growing their own Marijuana, and having their own businesses, the people downtown are going to lose out. He told the Council that the moratoriums that they will be voting on this evening should all be voted down and held until the November 2016 vote.

Rick Urbach distributed a survey pertaining to teens and drugs to the Council and staff. He reminded the Council that he had spoken to them before and is adamantly opposed to Recreational Marijuana in our town. He agreed that there are some good points about some of the medicinal Marijuana. He referred to the survey and explained that the survey shows them our teen's perception about what Marijuana is and does. His primary concern is the kids, and the fact that they can now sneak the Marijuana candy and other products into the school and the Resource Officer will never see it. He reminded them that Dr. Beamer had told them about the effect that Marijuana has on the brain when he was here a couple of meetings ago. He asked the Council to take this into consideration when they make a decision as they are not only affecting their age group, but are also affecting the young kids.

Cameron Smith-Lucero advised Council that a friend of his that works in a Marijuana dispensary asked him to come here tonight to let the Council know that there are no negative side effects to Marijuana. They wouldn't know that he uses Marijuana if it wasn't for his tie-dye shirt. He said that he works hard, earn his living, and has pets that he takes care of. He let the Council know that he had been on worse drugs prior to smoking Marijuana and mentioned that the Marijuana helps with the pain from his car accident, and helps with his anxiety. The main reason he is in attendance tonight is to defend the Recreational Marijuana dispensaries as they do nothing wrong. He said that he is in hopes that the Council does not close them down out of fear.

Jocelyn Anderson came forward and told the Council that she owns Plantae Health, one of the medical and early sales Cannabis dispensaries. Before Council's last vote on one of the ordinances that is being proposed she wanted to voice her support for Recreational Cannabis and the creation of reasonable rules and regulations regarding Cannabis in Madras versus an outright ban.

Every day they have customers come to Plantae Health and say that they have converted from purchasing on the black market, illegally, to purchasing at her store. With legal Cannabis businesses they are starting to battle the black market. Banning full recreational licenses will only continue to fuel the black market. Many are concerned about all aspects of recreational licenses, especially recreational grows, popping up all over town. The City Council has the authority to create reasonable rules surrounding the requirements to get a recreational grow license and this will definitely out zone many areas within the City and perhaps only allow it in the industrial zones.

Retailers at Plantae Health work extremely hard to follow all rules and regulations and promote a positive image of the Cannabis industry to this community. They have joined the Chamber of Commerce, hosted a Coffee Cuppers, and presented to both the Kiwanis and Rotary Club. Their educational based approach has helped many community members understand the stringent process they go through to hold a license through the Oregon Health Authority, as well as a general introduction to Cannabis. The barrier of entry for licenses through the Oregon Liquor Control Commission is much higher than that through the Oregon Health Association, including a business plan, financial statements, water rights for growing, land use compatibility statements which are obtained through the city or county, policy and procedures and long-term plans for all license areas and even energy use reports.

The Oregon Liquor Control Commission (OLCC) will be in communication with the Oregon Health Association (OHA) in particular for dispensary licenses, giving them information on how the dispensaries have performed during their operating time and will have the ability to base license decisions off of the performance log with the OHA. In order to keep fighting against the black market and promote legal Cannabis, the City of Madras will need to allow Recreational Cannabis.

Their first tax payments are due by the end of February 2016, and in her opinion, the City will be extremely surprised to see how much revenue is going to be generated from the taxes.

Mike Boynton advised Council that he owns Central Organics, one of the dispensaries here in Madras, and would rather the Council let them go through the stringent guidelines that the Oregon Liquor Control Commission has put out for them rather than ban or refer a ban to the voters. He would like the Council to let them go through with recreational licensing as there are a lot of them that have done a lot of planning and have a lot of money in it that is now tied up. If it goes to a vote in November 2016, everything that they have worked on up until now, on the recreational part, will be on hold. It places a burden on those that have worked hard to get here, to have to put all of their plans on hold and wait until next year.

He questioned people's concerns about the children and access to Marijuana. In his opinion individuals need to be responsible adults, keep their stuff locked up, and keep an eye on their kids. This is what he does as he has four kids. He then explained each of their accomplishments which were very impressive. He stressed that they do not sell the Marijuana to kids; they sell it to people that are 21 and over. He asked that the Council take this into consideration before voting tonight on the ordinance.

Justin Gottlieb came forward and said that he is an outsider residing in Powell Butte. In relation to tonight's ordinances, on behalf of the High Desert Cannabis Community, he are urging a yes vote on Ordinance No. 882, a yes vote on Ordinance No. 883, a no vote

on Ordinance No. 884, and a yes vote on Ordinance No. 885. He referred to democracy and his political experiences. He mentioned the article that he had prepared and submitted which indicates that certain public officials in Bend have exhibited conduct unbecoming public officials through discrimination based on Cannabis consumption, his religious affiliation of being Jewish, or his representation of a minority viewpoint.

He reminded the Council that the Bend Parks and Recreation District had gassed 109 geese in 2010 and patted themselves on the back for feeding them to the homeless. In terms of these issues, especially moral and ethical ones, he cautioned the Council on taking absolute positions on right or wrong.

V POSSIBLE APPOINTMENT OF CITY COUNCIL MEMBER

Council President Brown explained that Council is aware that there are other "Letters of Interest" coming in, so he would like to see this decision postponed for the present time. He mentioned that City Recorder Coleman would like direction from the Council as to how long Council is willing to wait for the letter to be submitted. The next City Council meeting is in two weeks (January 26, 2016). He said that these positions are empty until filled.

Councilor Ladeby suggested that if there are more letters coming in, they need to be submitted within the two week time period so Council can make a decision and move forward as soon as possible.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT COUNCIL ALLOW TWO MORE WEEKS AND DISCUSS THIS AT OUR NEXT CITY COUNCIL [MEETING].

Councilor Ladeby asked City Recorder Coleman if she would need a specific date.

City Recorder Coleman explained that packets generally go out on the Thursday of the week prior to the meeting (January 21, 2016). If the Council wants to make an appointment on January 26, 2016 she would need to receive the letters this week or by no later than Monday or Tuesday of next week if she is going to get anything on the agenda and check eligibility.

THE MOTION, CURRENTLY ON THE FLOOR, WAS AMENDED TO READ AS FOLLOWS:

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT ANY NEW LETTERS NEED TO BE TO CITY

HALL BY JANUARY 19, 2016 SO THEY CAN BE PROCESSED IN A TIMELY MANNER. THE MOTION PASSED UNANIMOUSLY, 5/0.

Rick Urbach wanted to know if there was any way to postpone the Council's decision on the ordinances until such time as a new City Council member has been appointed.

City Administrator Burril explained that, in his opinion, he does not believe that the addition of another City Council member would change direction as the Council has had a consistent direction on these matters since this fall. He is not saying that all of them are there in ordinance form, but most of them were consistent with the concerns raised by the community earlier.

VI OATH OF OFFICE FOR INDIVIDUAL THAT IS APPOINTED

The City Council postponed making an appointment until January 26, 2016 so no "Oath of Office" was administered at this time.

VII DIVERSITY COALITION PRESENTATION

Courtney Snead, Interim Diversity Coordinator, Let's Talk Diversity Coalition, came forward and told the Council that she is going to a bunch of different public meetings and local organizations to talk about what they do as they have found that there is a misunderstanding out there about what their organization is about.

- They were formed in 2008 with two competency trainers;
- They have a four part series of free trainings for Jefferson County and the Confederated Tribes of Warm Springs communities.

  Part 1 - Diversity and Cultural Competency

  Part 2 - Welcoming Environments

  Part 3- Poverty and Health Equity

  Part 4 - Poverty and Health Equity of Latino Immigrant and Native American Populations

- They work with the Central Coordinated Care Organization (CCCO) for Central Oregon on health equity and how we can be more inclusive in our health systems of communities of color, people with disabilities, and underrepresented populations;

- They partner with a lot of local organizations to talk about Latino and Native population needs and community needs as it relates to health;

- They have about 30 partners, consisting of people who are in non-profit work, the health care sector, the public sector, business owners, etc., that meet once each month;

- They have four paid staff members, herself, a Native Outreach Coordinator, a Latino Outreach Coordinator, and a Wellness Coordinator;

- They are funded by three grants; two from the Oregon Health Authority, and one from the Northwest Health Foundation. They were just awarded a $50,000 grant from the Northwest Health Foundation. This is $50,000 for this year that wasn't in the community and potentially up to $150,000 annually for the next four years after that.

  This funding is used to pay the salaries of staff, provide meals, provide child care, and do all different kinds of things in the community, and will be used for an environmental scan to see if there are any policies or practices in our public organizations that they can work on, in partnership, to make sure that they are not disproportionately, negatively affecting communities of color.

- The Coalition has established five goals:

  1. Cross-cultural Understanding and Acceptance
  2. Health Equity
  3. High School Completion and Career and College Readiness
  4. Training and Career Development
  5. Capacity and Membership Within the Coalition

She then explained the various programs (i.e. gaining citizenship, etc.) that are available and said that one of the things that they are doing is looking at how to engage communities of color in public organizations. When you look at people who participate in School Board meetings, City Council meetings, and County Commission meetings, we all kind of look the same. How can we get different communities of color more engaged in what we are trying to do, because they have a voice that is very important?

She mentioned that her view of diversity five years ago was very different from how it is today and she attributes this to going through these four trainings as it totally changed her life. She encouraged the Council and staff to attend the four sessions, even just the first one which had been very eye-opening for her.

VIII ORDINANCES

A. ORDINANCE NO. 882

An ordinance of the City of Madras repealing Madras Ordinance No. 860; and declaring an emergency.

[Note: Ordinance No. 860 is an ordinance establishing a tax on the sale of Marijuana and Marijuana-Infused Products.]

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT ORDINANCE NO. 882 BE READ BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 5/0.

City Attorney Green read Ordinance No. 882 by title only at this time.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR RICHARD LADEBY THAT COUNCIL APPROVE AND ADOPT ORDINANCE NO. 882.

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

Councilor Brown	Aye
Councilor Ladeby	Aye
Councilor Montgomery . . .	Aye
Councilor Schmidt.	Aye
Councilor Walker	Aye

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

B. ORDINANCE NO. 883

An ordinance of the City of Madras amending Ordinance No. 870, an ordinance establishing time, place, and manner regulations concerning Medical Marijuana

dispensaries, to address the sale of limited Marijuana retail products from Medical Marijuana dispensaries; and declaring an emergency.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT ORDINANCE NO. 883 BE READ BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 5/0.

City Attorney Green read Ordinance No. 883 by title only at this time.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE AND ADOPT ORDINANCE NO. 883.

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

Councilor Ladeby	Aye
Councilor Montgomery . . .	Aye
Councilor Brown	Aye
Councilor Schmidt.	Aye
Councilor Walker	Aye

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

C. ORDINANCE NO. 884

An ordinance of the City of Madras declaring a ban on Recreational Marijuana producers, Recreational Marijuana processors, Recreational Marijuana Wholesalers, and Recreational Marijuana Retailers; referring ordinance, and declaring an emergency.

A MOTION WAS MADE BY CONCILOR GARY WALKER AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT ORDINANCE NO. 884 BE READ BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 5/0.

City Attorney Green read Ordinance No. 884 by title only at this time.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE AND ADOPT ORDINANCE NO. 884.

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

Councilor Walker	Aye
Councilor Montgomery . . .	Aye
Councilor Brown	Aye
Councilor Ladeby	Aye
Councilor Schmidt.	Aye

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

D. ORDINANCE NO. 885

An ordinance of the City of Madras imposing a three percent tax on the sale of Marijuana items by a Marijuana retailer; and referring ordinance.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR GARY WALKER THAT ORDINANCE NO. 885 BE READ BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 5/0.

City Attorney Green read Ordinance No. 885 by title only at this time.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE ORDINANCE NO. 885.

Councilor Walker	Aye
Councilor Schmidt.	Aye
Councilor Montgomery . . .	Aye
Councilor Ladeby	Aye
Councilor Brown	Aye

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

Shannon Wineger asked the Council to explain the ordinances they just passed.

City Attorney Green provided the following explanations:

- Ordinance No. 882 is the repeal of the existing Marijuana tax that is on the books. The existing ordinance assesses a 10% tax on Recreational Marijuana and a 5% tax on Medical Marijuana. One reason for the repeal had been due to House Bill 3400 and its express preemption as it relates to Recreational Marijuana sales. House Bill 3400 makes it very clear that,

as it relates to recreational transactions, the sole authority for a City to tax recreational transactions is by virtue of a referral tax to the voters in November 2016.

- Ordinance No. 883 is an ordinance that amends the City's existing Time, Place, and Manner (TPM) regulations. The existing TPM ordinance controls or regulates Medical Marijuana dispensaries and Medical Marijuana sales. They have just expanded that ordinance to address the early sales of Recreational Marijuana.

- Ordinance No. 884 is the banning referral ordinance. This ordinance effectively refers to the voters the ability to ban those four recreational facilities, specifically Recreational Marijuana producers, processers, wholesalers, and retailers. This will be voted upon in November 2016.

- Ordinance No. 885 is a three percent (3%) tax with respect to the sale of Marijuana items by a retailer. This tax would be referred to the voters in November 2016. The tax would only be effective per Section 17 of the ordinance if the voters reject the ban and this tax is approved.

Councilor President Brown reminded the Council that they had discussed moving forward with establishing zoning rules and regulations for Recreational Marijuana dispensaries.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY THAT COUNCIL ASK STAFF TO MOVE FORWARD WITH THE PROCESS OF ANALYZING WHAT WE MIGHT DO ABOUT GROWING AND PROCESSING AND ALL OF THOSE THINGS IF WE END UP HAVING TO DO IT.

City Attorney Green clarified that during the earlier Work Session the Council expressed a desire for City staff to begin to explore the potential adoption of various land use regulations (e.g. Time, Place, and Manner regulations) as it relates to recreational sales, both from the wholesaler, producer, retailer aspect and processer aspect in the event that the banning ordinance fails. The idea being that if we don't have something in place and the ban was to fail, the City would have no control over recreational establishments. In the interim as the legislation plays out during the winter, spring and summer of 2016, City staff will continue to monitor legislation and begin to explore what options the City has, and will bring those back to the City Council for discussion.

THE MOTION, CURRENTLY ON THE FLOOR, WAS SECONDED BY COUNCILOR RICHARD LADEBY AND PASSED UNANIMOUSLY, 5/0.

IX RESOLUTIONS

A. RESOLUTION NO. 01-2016

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, and superseding and replacing Resolution No. 23-2007 and Resolution No. 26-2015.

PW and CDD Administrative Assistant Quinn explained that the Snow Removal Policy is being brought back for Council's approval as there had been a couple of typographical errors that were found by the City Recorder while processing the earlier resolution.

Sheriff Adkins asked that Council consider re-designating N.E. Cherry Lane from U.S. Highway 26 down to the Sheriff's office as it is listed as a secondary road on the City's Snow Removal Policy, so when the snow does hit, it doesn't get plowed right away and is basically forgotten about. You have the Madras Police and Oregon State Police all going up there and when you come off of U.S. Highway 26 and turn left onto Cherry Lane going down to the jail, you go from a good road to a road that is icy, chunky, and not plowed.

The Sheriff's Department is basically the primary emergency operations center. The secondary emergency operations center for Jefferson County is the Jefferson County Fire Department. There are supply trucks, fuel trucks, and all sorts of things coming and going in and out of there. He inquired as to what he would need to do to get someone to look at this a little closer and possibly move the Sheriff's Department up on the plow list.

Councilor Ladeby wanted to know what impacts this would have on the primary routes if the City were to add Cherry Lane.

City Administrator Burril explained that typically the Public Works and Parks Committee would review the proposal, weigh in, and make a recommendation to the City Council. We cannot hit all of the streets at once so there is a priority order. He suggested that Sheriff Adkins vet this with Public Works Director Hurd and the City's Street Supervisor to see if Cherry Lane should be read or green on the map.

He mentioned the possible need to table the resolution until we get that feedback completed.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL POSTPONE MAKING A VOTE ON THIS UNTIL WE GET SOME MORE CLARIFICATION FROM OUR STREET [SUPERVISOR] **AND** [PUBLIC WORKS DIRECTOR], **JEFF** [HURD]. **THE MOTION PASSED UNANIMOUSLY, 5/0.**

City Recorder Coleman indicated that the Snow Removal Policy resolution that was recently passed in December contained a typographical error in one of the numbers that had been used that actually made the resolution replace finance Resolution No. 23-2015. This resolution corrects the error so the finance resolution will remain in effect.

She recommended that the Council adopt the proposed resolution, as they can do a new resolution if they later change the snow route; otherwise she is not sure how postponing this will affect the finance resolution.

City Administrator Burril said that in light of this information he would agree with the City Recorder. Staff is asking for adoption of the proposed resolution so we do not override our existing resolution number.

City Recorder Coleman apologized to the Council and said that she had tried to get their attention before they made the earlier motion.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR RICHARD LADEBY THAT COUNCIL ADOPT RESOLUTION NO. 01-2016 REPLACING THE OTHER TWO [RESOLUTIONS]. **THE MOTION PASSED UNANIMOUSLY, 5/0.**

X AWARD OF PROFESSIONAL SERVICES CONTRACT - H.A. McCOY ENGINEERING AND SURVEYING FOR DESIGN AND CONSTRUCTION SERVICES FOR BARD LANE IMPROVEMENT PROJECT - PHASE II

PW and CDD Administrative Assistant Quinn advised Council that as part of the "J" Street Project, the Truck Stop asked for a truck route and that truck route would go up Bard Lane. She indicated that part of those improvements have already been made with the Dialysis Center that was put in there. The Oregon Department of Transportation gave the City funds so we could do the widening of the upper part of Bard Lane.

Hayes McCoy actually did all of the design and engineering work for the lower section of Bard Lane so staff felt that he was the most qualified to continue with the upper section

of Bard Lane. Staff is asking that Council award H.A. McCoy Engineering and Surveying the contract.

City Administrator Burril mentioned that one of the resolutions the Council worked through with ODOT to address part of the Truck Stop's concerns with adjustments to right-of-way and access, had been the improvements to Bard Lane and Adams Drive to handle recirculation of trucks out of the Truck Stop. This will be funded with some funding that ODOT sent to the City.

A MOTION WAS MADAE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE THE PROFESSIONAL SERVICES CONTRACT WITH H.A. McCOY ENGINEERING AND SURVEYING, LLC FOR THE DESIGN AND CONSTRUCTION SERVICES FOR THE BARD LANE IMPROVEMENT PROJECT IN THE AMOUNT OF $15,700. THE MOTION PASSED UNANIMOUSLY, 5/0.

XI INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITY OF MADRAS FOR THE TRANSFER OF CERTAIN ROADS WITHIN THE CITY LIMITS

PW and CDD Administrative Assistant Quinn advised Council that the County wants to transfer the roads in the Bel-Air Subdivision and Herzberg Heights to the City. Per the Urban Growth Area Management Agreement (UGAMA) with the County, the roads need to be at a 70 PCI (Pavement Condition Index). The roads proposed for transfer do not currently meet that requirement. The County has agreed to give the City $120,500 to bring those roads up to 70 PCI. In doing so, the City will have the ability to add sewer connections to the areas in there that are experiencing failing septic systems.

City Administrator Burril explained that Public Works Director Hurd is looking into some Department of Environmental Quality (DEQ) funding that is 50% grant / 50% loan. Our goal isn't more loans for sewer up in there, but maybe to get the grant dollars and repay back the loan as there is no early pay off as he understands it. If we asked the County to go ahead and pave the roads, then we would come along sometime down the road and chop it up to put the sewer in. He said that in his opinion, it is in the City's best interest to take the transfer so we can coordinate the main line going in and come back over it with asphalt.

It may take a couple of seasons to get this done as there is a fair amount of area up in there. This is what staff is proposing and looking to propose to the Budget Committee this winter.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MADRAS AND JEFFERSON COUNTY TO TRANSFER CERTAIN ROADS FROM JEFFERSON COUNTY TO THE CITY OF MADRAS. THE MOTION PASSED UNANIMOUSLY, 5/0.

XII CITY COUNCIL TRAINING WORKSHOP "LUNCH AND LEARN" OPPORTUNITIES

HR and Administrative Coordinator Puddy mentioned that with the start of a new year and one new City Council member so far and with another one upcoming, staff thought that this might be a good opportunity to see if Council would be interested in looking at some different training opportunities. Staff's thought was to keep these efficient and short through a 1 to 1-1/2 hour lunch and learn. Council can choose the topics that are of most interest to them. Ethics training could take place sometime in March 2016.

She advised Council that the management team is very open to one on one discussion if Council members would like to learn a little bit more about what each department does. As it gets a little bit closer and they identify specific topics she will try to coordinate schedules accordingly to figure out what works best for everyone's schedule.

Council President Brown suggested one of the topics cover Systems Development Charges.

XIII GRASS RUNWAY AGREEMENT - ERICKSON AIRSHOW COLLECTION, LLC

City Administrator Burril reminded the Council that they had seen this before as a concept in December 2013 and talked about approaching the Federal Aviation Administration (FAA) to determine under what conditions they would allow a grass runway on the west side running parallel to our main runway. The Erickson Airshow Collection has proposed to design, construct, and maintain one on City property there.

The FAA has indicated that there are other grass runways that they have permitted around several different airports. Airport FBO/Airport Manager Berg reached out to them and said under what conditions did the FAA permit the runways? One of the main conditions is that there can be no simultaneous landings, so if somebody is going to drop onto the grass runway, the other pilots are to be trained and need to be aware that they are to allow them to land, before they drop onto the main runway. There are some notices, training, and brochures that we have to do for anybody using the runway. Under

the context of the agreement, that instruction and training would be drafted by the Erickson Airshow Collection and made available to our Airport Manager to facilitate that and make sure that this would happen.

Under the current agreement our main obligation is to transfer some water rights to the site, which we would have available from existing water rights. Staff is looking into and coordinating with North Unit Irrigation District to determine if the water rights should come off of some of the farm properties off of the McTaggart Road area or off of our existing golf course. They are still in the process of determining which of the water rights would be best to relocate.

He told the Council that he thinks that the intent of Erickson Airshow is to construct this starting right away and would like to see it up and going in the spring. This has been vetted through our attorney's office, been vetted through the Airport Manager, and through Century West Engineering, our consultant for Airport design services. The Federal Aviation Administration, in concept, has issued a written acknowledgment to proceed under certain conditions.

Councilor Schmidt wanted to know who would be maintaining the runway and inquired as to the square footage.

City Administrator Burril told Councilor Schmidt that it is proposed to be 5,000 feet long by 75 feet wide.

Erickson Airshow is to maintain the runway. If we see something that needs to be addressed, we have the right to address it right away if it is a hazard. They would be building it on behalf of the City to do their operations, but would also recognize that it is on public property and that it would have to be available for public events. The agreement requires coordination with the annual Air Show. The annual Air Show will have the right to control that space as required by the FAA to hold an Air Show.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR RICHARD LADEBY THAT COUNCIL ENTER INTO AN AGREEMENT ON THE GRASS RUNWAY WITH ERICKSON AIR[SHOW COLLECTION]**. THE MOTION PASSED UNANIMOUSLY, 5/0.**

XIV AUTHORIZATION FOR USE OF COMMUNITY CLEAN-UP FUNDS FOR NUISANCE ABATEMENT AT 179 "D" STREET

Community Development Director Snead explained that he had added this to the agenda with the understanding that the City Council wanted staff to be as responsive as possible to what he would consider to be an urgent nuisance violation.

Earlier this week he, the City Public Works Director, the PW and CDD Administrative Assistant, the Jefferson County Administrator, and two employees from the Parole and Probation Department met on-site and determined what would be needed to, as safely as possible, remove the trash from inside of the dwelling, secure the dwelling with plywood, remove the trash laying around the property, and remove the remaining structural components of what remains of the garage.

Their estimate to do that is $3,494.31. This is a maximum cost. The County Administrator represented to him that Jefferson County through their franchise agreement with Madras Sanitary Service and/or Box Canyon is able to dump 30 tons of trash per year and that the County would be supportive of the City dumping the trash from this property free of charge if it would not exceed that tonnage. We do not know how much they have dumped to-date. Staff has provided Council with an all inclusive cost or maximum cost knowing that the dumping costs are likely not to be incurred or partially incurred.

The County Administrator has told him that it is likely that the cost for the Parole and Probation Department work crew would not be charged to the City; however, the City would need to make a request to the Board of Commissioners for a waiver of that fee. He has also indicated that he thought that this would be reasonably likely considering the nature of the situation where the County is likely to be taking ownership or would be in a position of ownership or responsibility. Staff has included this cost just to ensure that should that waiver not be granted, that there is authorization for the funds to pay for that.

He mentioned that he had met last week with resident Tim Ayres at the City Hall who made it very clear to he and Mayor Embanks that he would like the dwelling to ultimately be removed from the property. He indicated that he had agreed to look into the cost of removal and that he would present that to the City Council and determine if we have the resources to do that. He has not yet been able to develop that cost estimate. The proposal before Council tonight is an interim abatement action. Ultimately, at a later time, if the Council so chooses, there will be a proposal from staff to fund the larger effort.

City Administrator Burril explained that the City has some history cleaning up our old facility, and some history working with another property owner in the MRC district. It is very conceivable that there would be variables in there to determine whether there is asbestos in the structure or not. It is very easy to quickly get into the tens of thousands of dollars to remove a home, and he knows that we are not budgeted for that this year. He said that he knows that the flow of the Community Clean-up funds is approximately $9,000 to $10,000 per year if they are not disbursed in another way where there is a community wide clean-up effort and dump fees. They are very variable in nature on how often and how much we get. He expressed concerns in using this current budget and

next budget to clean up one home as we would be unable to help other properties in the area to remove garbage and get it secured. It is not due to the lack of a desire to want to clean up a problem property; we just need to be careful on how quickly we rush in as we may not have the resources available.

Community Development Director Snead said that staff is aware of one other property that unfortunately will need the City's assistance in a similar manner for moving trash.

Council President Brown wanted to know if the City would lien the property for this amount.

Community Development Director Snead explained that we have insured our ability to lien the property; however, considering that they owe over $30,000 to the County, plus interest, and over $30,000 plus interest to the State, he is not sure whether if we file a lien we would actually get paid.

Councilor Walker recalled that when they had this discussion earlier they were going to be hesitant about spending too much money because of the other liens.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL AUTHORIZE $3,494.31 OF THE COMMUNITY CLEAN-UP FUNDS FOR NUISANCE ABATEMENT AT 179 "D" STREET. THE MOTION PASSED UNANIMOUSLY, 5/0.

XV FIRST EXTENSION TO PROFESSIONAL SERVICES AGREEMENT

City Administrator Burril reminded the Council that the City had entered into a Professional Services Contract with Bryant, Lovlien and Jarvis about three years ago and within that current contract we have the right to an extension of up to two years.

Staff is recommending that we extend the contract for a number of reasons. We have many projects currently in progress that we are utilizing their services for and we have had good performance and assistance even though we have had a lot of issues hit all at once this fall, and things have had to be prioritized.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR RICHARD LADEBY THAT COUNCIL TAKE FORMAL ACTION TO APPROVE THE FIRST EXTENSION TO PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 1, 2013 WITH BRYANT, LOVLIEN AND JARVIS WHICH WILL EXTEND THE CURRENT CONTRACT TO DECEMBER 31, 2017. THE MOTION PASSED UNANIMOUSLY, 5/0.

XVI CITY OF MADRAS TO HOST "COFFEE CUPPERS" - JANUARY 22, 2016

HR and Administrative Coordinator Puddy reported that the Chamber of Commerce had approached staff and wanted to know if the City would be interested in hosting "Coffee Cuppers" here in a couple of weeks. The last time we held one had been when the City introduced our new facility to the community.

Staff was requesting $500 from the Tourism/Economic Development Fund; however, after some discussion, the request was reduced to $200.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE THE COFFEE CUPPERS EVENT ON JANUARY 22, 2016 NOT TO EXCEED $200. THE MOTION PASSED UNANIMOUSLY, 5/0.

XVII BOARDS, COMMISSIONS, AND COMMITTEE APPOINTMENTS - DISCUSSION

City Recorder Coleman explained that this is not the report for the boards; this is the Mayor asking that the Council look at the different boards, commissions, and committees that they are currently on and think about whether they want to make any changes, and report their desires to him so they can be addressed on January 26, 2016.

XVIII ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

- **COMMUNITY DEVELOPMENT DEPARTMENT REPORT**

Nuisance Abatement - 179 "D" Street

Community Development Director Snead reported that the 30-day cure period for the property owner of 179 "D" Street ends on January 14, 2016, so if the Parole and Probation work crew is available the following week, they will get in there and start taking care of that. He told the Council that he would continue to report on this effort as they move forward until it is resolved.

Proposed Amendments to City Comprehensive Plan, County's Zoning Ordinance, and City Zoning Ordinance for the Mixed Use Employment Zone

Community Development Director Snead explained that there will be discussion at noon on Wednesday, January 27, 2016, during the City Council - County

Commission meeting at the County Annex on the proposed Amendments to the City's Comprehensive Plan, County's Zoning Ordinance, and City Zoning Ordinance for the Mixed Use Employment Zone. The intent of this meeting will be to have a work session as the City's consultant will be in town and can answer any questions. There will be a public hearing scheduled before the City Council on February 23, 2016.

POLICE DEPARTMENT REPORT

Police Chief Stanfill reported on the following:

- The Police Department is doing well.
- They just received their two new Chevy patrol vehicles yesterday. They will be demobilizing some of their older vehicles. He mentioned the importance of maintaining a certain number of excess patrol vehicles because if they are ever asked to help, their radio communications system does not always necessarily mesh with a different agency's communications system, so it is good to have some of those extra vehicles on hand.

FINANCE DEPARTMENT REPORT

Finance Director McNamee provided the following information:

- Fiscal Year is June 30, 2016.
- There is also the Calendar Year and her department is busy with 1099s and W-2s.
- Budget worksheets were distributed to all of the departments today so they are actively developing the budget.
- The Finance Department has received quite a few letters of interest from individuals interested in serving on both the Madras Redevelopment Commission Budget Committee and City Budget Committee. The "Letters of Interest" will be presented at the next meeting of the MRC and City Council.

CITY ADMINISTRATOR COMMENTS

Daimler Lease Agreement

City Administrator Burril advised Council that he and City Attorney Green had a pretty heavy meeting yesterday where they all agreed to go see if airports like PDX have come up with any other language around the FAA Aviation Easement and right to rule over a land use. This was a provision that Daimler had already agreed to in their existing lease, but would like to look at that more closely this week. Staff is in hopes that they can look at what those other developments have done. This is just one of those items that is not particularly flexible from an FAA perspective.

City Attorney Green explained that the Daimler Lease has come down to one issue. When you get attorneys involved and are dealing with the addition of the overlay of all of the many numerous Federal regulations, grant assurances, and so forth, it takes time. This is a complex issue, but he has the upmost confidence that this issue will be resolved within the next seven to ten days.

CITY COUNCIL COMMENTS

Splash Park [Also referred to as the "Spray Park"

Councilor Schmidt reported that he had received a verbal commitment on the funding for the "Splash Park" [also referred to as the "Spray Park"]. He indicated that he will start working on getting that all finalized, the costs updated, and the information presented to the Public Works and Parks Committee.

He said that Keith Manufacturing and the Bean Foundation will fund the project. The Splash Park will be located at Sahalee Park just east of the playground. He will be busy over the next couple of months putting this altogether, getting the necessary agreements to the attorneys, and making sure that once it is constructed that it is turned over to the City.

Public Works Director Hurd has met with the Department of Environmental Quality (DEQ) and has gotten them to allow the water that comes out of the spray park to be disbursed into the City's storm drainage system rather than into the City's sewer system which, if required by the DEQ, would have cost approximately $30,000.

XIX ADJOURN

The City Council meeting was adjourned at 8:52 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS
Request for Council Action

Date Submitted: January 20, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council Members

Through: Gus Burril, City Administrator

From: Brandie McNamee, Finance Director

Subject: **Ratify Unprogrammed Community Grant Request-Madras High School JROTC**

TYPE OF ACTION REQUESTED:
[X] Council Action [ ] Ordinance

DESCRIPTION: To ratify the decision made in November 2015 to fund Madras High JROTC per attached Community Grant Application request, formal action is needed. During the January 12, 2016 meeting the official vote to approve this disbursement was missed.

STAFF ANALYSIS: None

FISCAL: Current Balance in the Unprogrammed Community Grant Funds is $2,760.00

- Debit: 207-207-520-1218

SUMMARY: See attached. This funding is consistent with funding that has been awarded in the past. It is up to the City Council how unprogrammed transient room taxes are disbursed.

RECOMMENDATION: City Council approve by motion the balance of $1,000.00 from the Unprogrammed Community Grant funds to assist Madras High School JROTC.

City of Madras

COMMUNITY PROJECTS GRANT FUNDING APPLICATION

History/Background: The City of Madras established a 6% transient occupancy fee in 1982. The ballot measure read, "Funds collected pursuant to this tax will be used for economic development of the Community." Jefferson County's enabling ordinance 34-82 reads:

> *"Funds collected pursuant to this ordinance will be distributed to the general fund of the City...Taxes will be used by the respective jurisdiction to encourage economic growth, but is not limited to being spent within said jurisdiction. Economic growth means, but is not limited to promotion of Fair Board, airport, Industrial Site, Chamber of Commerce, parks, libraries, schools and like entries." (sic)*

In August 21, 2001 the City Council adopted Ordinance #694 that initiated an additional 3% of transient occupancy room tax to be collected for a total 9% assessment. Section 20 of Ordinance #694 reads, "Funds collected pursuant this ordinance will be distributed to the General Fund of the City." The record and minutes clearly show that the City wanted to retain its authority and discretion for use of funds to not bind future Councils, and to use the budget process for annual allocations.

All applications are due two weeks prior to the scheduled City Council Meeting. Please submit completed application to bmcnamee@ci.madras.or.us. If you have any questions regarding this form please call 541-475-0307.

CONTACT INFORMATION

Organization: Madras High School JROTC

Address: 390 SE 10th Street Madras, OR 97741

Phone: (541) 475-7265 x 366

Email: Kyeager@509j.net

Main Contact: SSG Kyle E. Yeager (Ret.) [signature]

REQUEST DETAILS

Amount Requested: $1,000

Has the City Funded your organization in the past? ☒ yes ☐ no

If yes, how much was awarded in the past? $1,000

Date submitted: 18 November 15

Date funds are needed for your project: 1 December 2015

Project Title: MHS JROTC trip to Honolulu, HI for December 7th Pearl Harbor Ceremonies

Project Description and intended use of the funds: Madras HS JROTC is attending December 7th Commemoration activities in Honolulu, HI. We will depart for Hawaii on 5 Dec. and return on 9 December. While in Hawaii, we will tour WWII sites to include: the Arizona Memorial, Ford Island, and the Battleship Missouri. We will also pay our respects to the fallen at the National Memorial Cemetery of the Pacific "Punchbowl". On Dec. 7th we will attend Commemoration Ceremonies at the Arizona Memorial Visitor's Center and then march in the Pearl Harbor Memorial parade that Afternoon.

How many individuals do you anticipate will be impacted by the use of these funds: Five

How will your project contribute to economic development within the City of Madras? This trip will help my cadets develop into better citizens as our JROTC motto is "To motivate young people to be better citizens." This trip will give my cadets a better appreciation for what they have, due to the sacrifices of so many on the Island of Oahu. This type of character building will have a far-reaching impact on them as individuals, and impact all other citizens my cadets come in contact with for the rest of their lives.

Thank you for your continued support!! [signature]

The City of Madras is an equal opportunity provider.

CITY OF MADRAS

Request for Council Action

Date Submitted:	January 18, 2016
Agenda Date Requested:	January 26, 2016
To:	Mayor and City Council Members
From:	Jeff Hurd, Public Works Director
Subject:	Conditions of Approval Agreement between City of Madras and Saint Charles Health System, Inc. for Undergrounding Utilities on A Street.

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

[X] Formal Action/Motion [ ] Contract Review Board

[ ] None - Report Only

Formal action/motion that Council approves the conditions of approval agreement between the City of Madras and Saint Charles Health Systems for undergrounding the utilities serving the hospital property on A Street.

DESCRIPTION:
The attached conditions of approval agreement require Saint Charles Health Systems as a condition of development to underground the existing adjacent overhead utilities within 4 years of obtaining certificate of occupancy.

STAFF ANALYSIS:
City code requires that all overhead utilities adjacent to the property being developed will be undergrounded at the time of development. In order for Saint Charles to underground their adjacent overhead utilities at a later date, it requires that the City and Saint Charles enter into a approve agreement to do so. The attached agreement requires that Saint Charles underground the existing overhead utilities on the north side of A Street that serve the hospital. They are required to remove all poles and supports structures as well. Saint Charles shall perform this

work within 4 years of obtaining certificate of occupancy on their current expansion project. This agreement will be recorded and stay with the property regardless of ownership.

SUMMARY:

A. Fiscal Impact:
- Cost of recording the document is estimated to be less than $100.

B. Funding Source:
- ISF Public Works Staff
- A budget resolution will not be required.

C. Recognition of Collateral Material and Technical Report:
- Conditions of approval agreement between Saint Charles and the City of Madras.

Formal action/motion that Council approves the conditions of approval agreement between the City of Madras and Saint Charles Health Systems for undergrounding the utilities serving the hospital property on A Street.

Return to: City Recorder
City of Madras
125 SW "E" Street
Madras, OR 97741

CONDITIONS OF APPROVAL AGREEMENT

THIS CONDITIONS OF APPROVAL AGREEMENT (this "Agreement"), made and entered into by and between the City of Madras, an Oregon municipal corporation ("City"), and St. Charles Health, System Inc. dba St. Charles-Madras ("Developer"), owner of certain real property within the City of Madras, Jefferson County, Oregon, as described on the attached Exhibit A (the "Real Property").

WITNESSETH:

A. Developer applied for site plan approval to expand the existing hospital facility on the Real Property and complete other improvements (the "Project") described in planning file no. SP-15-5.

B. City approved SP-15-5 (the "Permit") subject to the condition that Developer enter into an agreement with City for the construction of certain deferred improvements.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto hereby agree as follows:

1. **Scope of Agreement.** This Agreement affects the Real Property described in Exhibit A. This Agreement shall cover those improvements and requirements described in Section 2 of this Agreement (the "Required Improvements"). Nothing in this Agreement shall require Developer to construct any structures or other improvements under the Permit, but if Developer undertakes the construction of buildings or structures, the division of the Real Property, or otherwise exercises the Permit, Developer shall be required to complete all Required Improvements in accordance with applicable City ordinances, the Permit, and this Agreement.

2. **Required Improvements.** The following are the Required Improvements for the Permit:

    a. Developer shall underground the existing overhead utilities, and remove any supporting utility poles, from the south side of A Street north to the existing power pole on the north side of A Street as generally shown on the attached Exhibit B within four (4) years of County's issuance of a certificate of occupancy for any structure approved through issuance of the Permit.

    b. All electrical service improvements installed on the Real Property shall be reviewed and approved by Pacific Power and Light Company, or its successor or assign, prior to the installation of any underground electrical utilities on or adjacent to the Real Property.

    c. Developer shall obtain all other necessary approvals and permits and comply with all applicable laws in constructing the Required Improvements.

3. **Further Development of Real Property.** Notwithstanding Section (2)(a) above, Developer acknowledges and agrees that City may require completion of the Required Improvements prior to the time allowed in this Agreement as a condition of the City's issuance of any land use approval for the Real Property issued by City after the effective date of this Agreement.

4. **Inspection.** Developer authorizes City employees, agents, and contractors, to enter the Real Property to conduct periodic inspections of the Property to determine compliance with this Agreement and the status of the Required Improvements.

5. **Enforcement.** This Agreement shall be enforceable against any person bound by this Agreement in possession of or having fee title to the property. If any party bound by this Agreement defaults on the obligations set forth herein, the Permit shall be void and the City shall be entitled to enforce this Agreement in equity. The prevailing party at trial or on appeal in any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs including those incurred upon appeal. This provision shall not limit City's rights to use other means provided by law to enforce the conditions of the Permit and this Agreement including, but not limited to, civil citations, abatement, or denial of further land use approvals.

6. **Release.** City shall release this Agreement when, in City's determination, the Required Improvements have been adequately constructed. Developer shall be responsible for any recording fees necessary to release this Agreement.

7. **No Partnership.** City is not, by virtue of this Agreement, a partner or joint venture of Developer in connection with activities carried on under this Agreement or the Permit, and shall have no obligation with respect to Developer's debts or any other liabilities of each and every nature. City is not a guarantor of the Developer, the Project, or any work performed by Developer or as part of the Project.

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

9. **Persons Bound by Agreement.** The original of this Agreement shall be recorded with the Jefferson County Clerk and shall run with the land. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties, the parties' successors, heirs, executors, administrators, and assigns, or any other parties deriving any right, title, interest, or use in or to the Real Property, including any person who holds such interests as security for the payment on any obligation, including the mortgagee or other secured party in actual possession of the Real Property by foreclosure or otherwise or any person taking title from such security holder.

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

If to City:

City of Madras
ATTN: Jeff Hurd
125 SW "E" Street
Madras, OR 97741

If to Developer:

_____
_____
_____
_____

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

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

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

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

[*signatures on next page*]

Dated this _____ day of _____, 2015.

CITY OF MADRAS

_____
Royce Embanks
Mayor

STATE OF OREGON)
) ss.
COUNTY OF JEFFERSON)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared Royce Embanks, Mayor for the City of Madras, who executed the foregoing document on behalf of the City of Madras.

_____
Notary Public for Oregon
My commission expires: _____

Dated this _____ day of _____, 2015.

DEVELOPER

_____
St. Charles Health System, Inc.
dba St. Charles-Madras

By:_____
Its:_____

STATE OF OREGON)
) ss.
COUNTY OF JEFFERSON)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared _____, as _____ of St. Charles Health System, Inc. dba St. Charles-Madras, who executed the foregoing document on behalf of St. Charles Health System, Inc. dba St. Charles-Madras.

_____
Notary Public for Oregon
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

HOSPITAL AND MEDICAL CLINIC:

PARCEL I: Commencing at the Southwest corner of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence South 89° 40' East along the South line of said Section 1 a distance of 1982.90 feet; thence North 00° 04' East 563.08 feet to the true point of beginning of this description, said point being South 89° 56' East 62.40 feet from the Southeast corner of Block 2, Bean's First Addition to the City of Madras, and further being on the East exterior boundary of Bean's First Addition; thence continuing North 00° 04' East along the said East line 725.00 feet; thence South 89° 56' East 264.2 feet; thence South 00° 04' West 370 feet; thence South 89° 56' East 520 feet; thence South 00° 04' West 355 feet to a point; thence North 89° 56' West 784.20 feet to the true point of beginning of this description.

PARCEL II: Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence South 0°04'00" West 30 feet to a point; thence South 89°56'00" East 122.80 feet to the True Point of Beginning; thence North 89°56'00" West 520 feet; thence South 00°04'00" West 370 feet to a point; thence South 89°56'00" East 520 feet; thence North 0°04'00" East 370 feet to the point of beginning.

PARCEL III: Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence South 0°04'00" West 30 feet to a point; thence South 89°56'00" East 122.80 feet to the True Point of Beginning; thence continuing 89°56'00" East 283.20 feet; thence South 0°04'00" West 725 feet; thence North 89°56'00" West 283.20 feet; thence North 0°04'00" East 725 feet to the point of beginning.

Except that portion conveyed to the City of Madras by deed recorded January 12, 1983, as instrument #146555.

Common Address: 470 and 480 NE A Street, Madras, Oregon 97741

MEDICAL CLINIC:

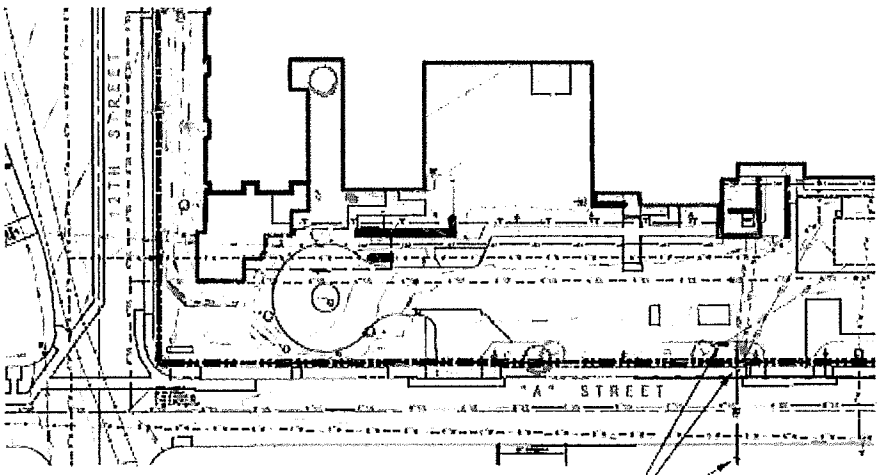
PARCEL IV: Lots 1 and 6 and the North 30 feet of Lots 2 and 5, Block 4, BEAN'S FIRST ADDITION, Jefferson County, Oregon, as recorded in Plat Book 2, Page 19, Jefferson County Records.

PARCEL V: Lots 3 and 4, and the South 70 feet of Lots 2 and 5, Block 4, BEANS FIRST ADDITION, Jefferson County, Oregon.

Common Address: 76 NE 12th Street, Madras, Oregon 97741

EXHIBIT B

DEPECITION OF REQUIRED IMPROVEMENTS



DEVELOPER SHALL UNDERGROUND THE EXISTING OVERHEAD UTILITIES THAT ARE IN THE PARKING LOT ADJACENT TO A STREET, AND REMOVE ANY SUPPORTING UTILITY POLES, FROM THE SOUTH SIDE OF A STREET NORTH TO THE EXISTING POWER POLE ON THE NORTH SIDE OF A STREET WITHIN FOUR (4) YEARS OF COUNTY'S ISSUANCE OF A CERTFIICATE OF OCCUPANCY FOR ANY STRUCTURE APPROVED THROUGH ISSUANCE OF THE PERMIT.

N

0 20 40 80 120 160 240

SCALE: 1" = 80'

HWA RICHMAN, WILLIAMS & ASSOCIATES, INC	ST. CHARLES MEDICAL CENTER - MADRAS			SHEET
	EXHIBIT B			1/1
	SCALE: 1" = 80'	DRAWN BY: SCP / BP	DATE: 1/15/16	

{10340316-00588553;1}

CITY OF MADRAS

Request for Council Action

Date Submitted:	January 19, 2016
Agenda Date Requested:	January 26, 2016
To:	Mayor and City Council Members
Through:	Jeff Hurd, Public Works Director
From:	Michele Quinn, Public Works Administrative Assistant
Subject:	Amendment No. 1 to Inmate Work Crew Master Agreement # 548

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Contract Review Board

[ ] None - Report Only

Formal action/motion that Council approves Amendment No. 1 to Oregon Department of Corrections inmate work crew program Master Agreement No. 548, as proposed.

DESCRIPTION:

The Oregon Department of Corrections (ODOC) and the City entered into a new master agreement on March 11, 2014 to provide the city with an opportunity to utilize the inmate work crew annually if necessary. The annual agreement contains provisions which allow work orders specific to cost and duration of work crew utilization to be entered into as the need arises.

The current master agreement will expire on February 28, 2016. The proposed amendment will extend the expiration date to February 28, 2021

SUMMARY:

A. Fiscal Impact:
- NA

B. Funding Source:
- NA

C. Recognition of Collateral Material and Technical Report:
- Amendment #1 to Master Agreement # 548

RECOMMENDATION:
Formal action/motion that Council approves Amendment No. 1 to Oregon Department of Corrections inmate work crew program Master Agreement No. 548, as proposed.

AMENDMENT #1
STATE OF OREGON
OREGON DEPARTMENT OF CORRECTIONS
hereinafter referred to as "ODOC"

AND

CITY OF MADRAS,
hereinafter referred to as "CITY"

AMENDMENT TO MASTER AGREEMENT #548

This amendment is entered into between the ODOC and CITY, in order to revise Master Agreement #548 in the following respects:

- ***Section #21 "Implementation and Duration":*** Change "February 28, 2016" to read "February 28, 2021"

All other provisions of Master Agreement #548 shall remain in full force and effect. Nothing in this Amendment is intended to, nor shall it in any way be construed to, modify or amend any term or condition of Master Agreement #548, other than the above noted revisions.

IN WITNESS WHEREOF, the parties have, by signature of their duly authorized representatives, executed this Agreement, which shall be effective as of the date last signed below.

By _____ Date: _____
City of Madras

By _____ Date: _____
Oregon Department of Corrections
Assistant Director Michael Gower

CITY OF MADRAS
Request for Council Action

Date Submitted: January 20, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: City Recorder, Karen J. Coleman

Subject: **POSSIBLE APPOINTMENT OF CITY COUNCIL MEMBER**

Bartt Brick
Larry Easter
Cheryl "Kris" Elliott

TYPE OF ACTION REQUESTED: (Check One)

[ ]	**Resolution**	[ ]	**Ordinance**
[X]	**Formal Action/Motion**	[ ]	**Other**
[ ]	**No Action - Report Only**	[ ]	**Consent Agenda**

DESCRIPTION AND STAFF ANALYSIS:

During the January 12, 2016 City Council meeting, Councilor Brown advised the Council that another "Letter of Interest" would be submitted, and had asked that the Council delay making an appointment at that time.

The Council discussed this request and took the following action:

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT COUNCIL ALLOW TWO MORE WEEKS AND DISCUSS THIS AT OUR NEXT CITY COUNCIL [MEETING].

Councilor Ladeby asked City Recorder Coleman at that time if she would need a specific date.

City Recorder Coleman had explained that packets generally go out on the Thursday of the week prior to the meeting (January 21, 2016). If the Council would like to make an appointment on January 26, 2016 she would need to receive the letter during the week of January 11, 2016 through January 15, 2016 or by no later than Monday or Tuesday of the following week (January 18, 2016 to January 19, 2016) if she was to have time to get something on the agenda and check their eligibility.

THE MOTION, CURRENTLY ON THE FLOOR, WAS AMENDED TO READ AS FOLLOWS:

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT ANY NEW LETTERS NEED TO BE TO CITY HALL BY JANUARY 19, 2016 SO THEY CAN BE PROCESSED IN A TIMELY MANNER. THE MOTION PASSED UNANIMOUSLY, 5/0.

Staff continued to check with the front desk; however, no new "Letters of Interest" had been submitted by the new cutoff date.

SUMMARY:

A. Fiscal Impact

Not Applicable.

B. Supporting Documentation

Not Applicable.

STAFF'S RECOMMENDATION IS:

Council has the following options

1) Council can proceed with the selection and appointment of one of the individuals that submitted a "Letter of Interest" and participated in the interview process during the December 8, 2015 City Council meeting; or

2) Council can decide not to make an appointment at this time and re-advertise the vacancy if they so choose.

Staff would like to respectfully recommend that the Council make an appointment at this time as this position has been vacant since September 9, 2015 when former Council member Leach found it necessary to resign.

CITY OF MADRAS

Request for Council Action

Date Submitted:	January 19, 2016
Agenda Date Requested:	January 26, 2016
To:	Mayor and City Council Members
Through:	Jeff Hurd, Public Works Director
From:	Michele Quinn, Public Works Administrative Assistant
Subject:	Hwy 97 and L Street Pedestrian Improvement Project - Authorization to enter into a Construction Services Contract between the City of Madras and R-2 Contractors, Inc.

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[X] Contract Review Board

[ ] None - Report Only

Formal action / motion that Council approves the Hwy 97 and L Street Pedestrian Improvement Project in the amount of $75,207.25 and approves the construction services contract between the City of Madras and R-2 Contractors, Inc in the amount of $64,707.25.

DESCRIPTION:

The City Publicly advertised for construction bids for the Hwy 97 and L Street Pedestrian Improvement Project. Staff received six bids from the following contractors R-2 Contractors, Inc. = $64,707.25, JAL Construction = $77,559.75, Robinson & Owen Heavy Construction, Inc. = $68,984.66, Richard Bartels Construction, LLC = $78,494.00, Van Nevel Concrete and Curb, Inc. = $77,479.92, and Vic Russell Construction, Inc. = $95,142.15. R-2 Contractors, Inc. was the low responsive bidder in the amount $64,707.25.

STAFF ANALYSIS:

Hwy 97 between L Street Pedestrian Improvement Project includes an ADA compliant sidewalk and ramps, a driveway approach, decorative lighting, and landscaping to match the surrounding landscaping. This will bring a finished look to the south end of town that has recently completed

the Fairgrounds to L Street last summer and the J Street Project this fall. The original estimate was $56,386 (including design, construction and contingency) where ODOT would contribute $51,386 and the City would contribute $5,000. Since construction is over estimate ODOT is willing to provide an additional $13,821.25 if the City can provide an additional $5,000. Staff has noted that the Skate Park to Fishing Pond pre-development project costs will come under budget and has the $5,000 to meet the obligation to construct the sidewalk.

Staff recommends approval of the construction services contract for R-2 Contractors, Inc. in the amount of $64,707.25.

SUMMARY:

A. Fiscal Impact

Cost

• Construction Expenses	=	$ 64,707.25
• Design Services	=	$ 5,500.00
• Contingency	=	$ 5,000.00
Total Cost	=	$ 75,207.25

Revenue

• Walkway Bikeway Agreement ODOT	=	$ 51,386.00
• Additional ODOT Funding	=	$ 13,821.25
• City Funds (original)	=	$ 5,000.00
• City Funds (additional)	=	$ 5,000.00
Total Revenue	=	$ 75,207.25

B. Funding Source:

- Transportation Operations Fund -204-040-540-1315
- A budget resolution is anticipated in order to recognize additional revenue and expense for the project.

C. Recognition of Collateral Material and Technical Report:

- Quotes from R-2 Contractors, Inc., JAL Construction, Robinson & Owen Heavy Construction, Inc., Richard Bartels Construction, Van Nevel Concrete and Curb, Inc., and Vic Russell Construction, Inc.
- Construction Services Contract between R-2 Contractors, Inc. and the City of Madras.

RECOMMENDATION:

Formal action / motion that Council approves the Hwy 97 and L Street Pedestrian Improvement Project in the amount of $75,207.25 and approves the construction services contract between the City of Madras and R-2 Contractors, Inc in the amount of $64,707.25.

JAL Construction, Inc.

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 63079.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 8000.00	$ 8000.00
Traffic Control	1	LS	$ 8700.00	$ 8700.00
Demolition existing AC	1	LS	$ 1500.00	$ 1500.00
Excavation/Embankment	1	LS	$ 6000.00	$ 6000.00
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 1.75	$ 1743.00
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 1.85	$ 1,119.25
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 1.95	$ 1,131.00
Gravel Transition	1	EA	$ 1400.00	$ 1400.00

24" Curb and Gutter	**138**	**LF**	$ 43.00	$ 5934.00
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 5.50	$ 3960.00
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 770.00	$ 770.00
6" Thick Concrete Driveway	**605**	**SF**	$ 6.50	$ 3932.50
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 9.00	$ 5,220.00
Decroative Street Light including Base	**1**	**EA**	$ 6800.00	$ 6800.00
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 14,000.00	$ 14,000.00
Irrigation System	**1**	**LS**	$ 4,500.00	$ 4,500.00
Sod Planter Strip	**540**	**SF**	$ 2.50	$ 1350.00
Street Trees	**2**	**EA**	$ 350.00	$ 700.00
4" PVC Irrigation Sleeves	**2**	**EA**	$ 400.00	$ 800.00
			TOTAL BID	$77,559.75

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	12/23/2015		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: JAL Construction, Inc.
Printed Name of Individual: J.W. Levesque
Telephone Number: 541-389-1236
Facsimile Number: 541-389-6568
Email Address: jal@jal-ami.com
Address: 123 SE 4th St., P.O. Box 6269, Bend, OR 97708

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

_____ _____

_____ _____

_____ _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

_____

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 30TH day of DECEMBER, 2015.

Name of Corporation: JAL Construction, Inc.

By: _____

Title: President

BID BOND

Bond # Not Applicable

KNOWN ALL MEN BY THESE PRESENTS, that JAL Construction, Inc., hereinafter called the Principal, and The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire, having its principal place of business at Keene, in the State of New Hampshire, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent of Total Amount Bid *** DOLLARS ($ 10% ***), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 5th day of January, 2016.

SURETY:	CONTRACTOR:
The Ohio Casualty Insurance Company	JAL Construction, Inc.
Name	Name
By: Vicki Mather	By:
Title: Vicki Mather, Attorney-in-Fact	Title: PRES.
Phone Number: 503-697-0170	

R-2 Contractors, Inc

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 195004.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 6,000.00	$ 6,000.00
Traffic Control	1	LS	$ 2,500.00	$ 2,500.00
Demolition existing AC	1	LS	$ 900.00	$ 900.00
Excavation/Embankment	1	LS	$ 3,325.00	$ 3,325.00
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 1.50	$ 1,494.00
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 1.65	$ 998.25
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 2.25	$ 1,305.00
Gravel Transition	1	EA	$ 1,425.00	$ 1,425.00

24" Curb and Gutter	**138**	**LF**	$ 36.00	$ 4,968.00
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 5.50	$ 3,960.00
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 685.00	$ 685.00
6" Thick Concrete Driveway	**605**	**SF**	$ 8.00	$ 4,840.00
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 8.00	$ 4,640.00
Decroative Street Light including Base	**1**	**EA**	$ 5,950.00	$ 5,950.00
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 8,160.00	$ 8,160.00
Irrigation System	**1**	**LS**	$ 5,875.00	$ 5,875.00
Sod Planter Strip	**540**	**SF**	$ 3.30	$ 1,782.00
Street Trees	**2**	**EA**	$ 2,550.00	$ 5,100.00
4" PVC Irrigation Sleeves	**2**	**EA**	$ 400.00	$ 800.00
			TOTAL BID	$ 64,707.25

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	12/23/15		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: R-2 Contractors, Inc.
Printed Name of Individual: Scott Roscoe
Telephone Number: 541-312-4143
Facsimile Number: 888-211-7841
Email Address: scott.roscoe@r2contractors.com
Address: PO Box 6598 Bend, OR 97708

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Tiffanie Roscoe _____ _____

_____ _____

_____ _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

_____

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 4th day of January, 2016.

Name of Corporation: R-2 Contractors, Inc.

By: _____

Title: President

BID BOND

Bond # LSM0781744

KNOWN ALL MEN BY THESE PRESENTS, that R-2 Contractors, Inc., hereinafter called the Principal, and Contractors Bonding and Insurance Company, a corporation duly organized under the laws of the State of Illinois, having its principal place of business at 9025 N Lindbergh Dr, Peoria, IL 61615, in the State of Illinois, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent (10%) of Total Amount Bid DOLLARS ($ 10% of Total Amount Bid), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 30th day of December, 2015.

SURETY:

Contractors Bonding and Insurance Company
Name

By: Kevin Cusick

Title: Attorney In Fact

Phone Number: (503) 287-6000

CONTRACTOR:

R-2 Contractors, Inc.
Name

By:

Title: President

CONTRACTORS BONDING AND INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0781744

Know All Men by These Presents:

That the **Contractors Bonding and Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Kevin Cusick in the City of Portland, State of Oregon, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: R-2 Contractors, Inc.
Obligee: City of Madras
Bond Amount: 10% of Total Amount Bid

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."**

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 30th day of December, 2015.

ATTEST:

Cherie L. Montgomery — Assistant Secretary

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

On this 30th day of December, 2015 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18
NOTARY PUBLIC STATE OF ILLINOIS

A0006104_SUBS_BID

Richard Bartels Construction, LLC

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 84890.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 6000.00	$ 6000.00
Traffic Control	1	LS	$ 4200.00	$ 4200.00
Demolition existing AC	1	LS	$ 3500.00	$ 3500.00
Excavation/Embankment	1	LS	$ 3000.00	$ 3000.00
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 4.00	$ 3984.00
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 5.00	$ 3025.00
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 6.00	$ 3480.00
Gravel Transition	1	EA	$ 250.00	$ 250.00

24" Curb and Gutter	**138**	**LF**	$ 31.00	$ 4278.00
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 9.00	$ 6480.00
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 620.00	$ 620.00
6" Thick Concrete Driveway	**605**	**SF**	$ 11.00	$ 6655.00
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 12.00	$ 6960.00
Decroative Street Light including Base	**1**	**EA**	$ 7100.00	$ 7100.00
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 9700.00	$ 9700.00
Irrigation System	**1**	**LS**	$ 4700.00	$ 4700.00
Sod Planter Strip	**540**	**SF**	$ 5.30	$ 2862.00
Street Trees	**2**	**EA**	$ 550.00	$ 1100.00
4" PVC Irrigation Sleeves	**2**	**EA**	$ 200.00	$ 400.00
			TOTAL BID	$ 78,494.00

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	Dec 23-2015		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: Richard Bartels Const LLC
Printed Name of Individual: Richard L. Bartels
Telephone Number: 541-548-0524
Facsimile Number: 541-923-3223
Email Address: bartelsconst@prinetime.net
Address: 12909 SW Hwy 126 Powell Butte, OR 97753

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Richard L. Bartels _____

Richard W. Bartels _____

_____ _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this 5 day of JANUARY, 2016.

JANUARY

Richard L. Bartels owner mgr/mbr

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation: _____

By: _____

Title: _____

BID BOND

Bond # Bid Bond

KNOWN ALL MEN BY THESE PRESENTS, that Richard Bartels Construction LLC, hereinafter called the Principal, and Indemnity Company of California, a corporation duly organized under the laws of the State of California, having its principal place of business at P.O. Box 19725, Irvine, CA 92623, in the State of California, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent (10%) of Contractor's Bid ---- DOLLARS ($ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 4th day of January, 20 16.

SURETY:

Indemnity Company of California
Name

By: Pamela A. Nelson
Pamela A. Nelson

Title: Attorney-In-Fact

Phone Number: 503-224-4155

CONTRACTOR:

Richard Bartels Construction LLC
Name

By: Richard L. Bartels

Title: owner/ mgr. mbr.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Monica Tangeman-Gibbs, Pamela A. Nelson, Jennifer D. Miller, Gary L. Conrad-Wiggins, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 4th day of January, 2016

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.01/15)

Van Nevel Concrete & Curb, Inc.

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 152383.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

INCIDENTAL WORK- NO SEPARATE PAYMENTS (ALL SCHEDULES)

It is the intent of these documents that the bid item amounts listed in the Proposal shall provide full and complete payment for this project, as described in the Plans and Specifications. Payment for any work, whether or not it is noted on the Plans or in the Specifications, that is necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be included in the payments for the listed bid items.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 12,195.00	$ 12,195.00
Traffic Control	1	LS	$ 2,600.00	$ 2,600.00
Demolition existing AC	1	LS	$ 3,064.00	$ 3,064.00
Excavation/Embankment	1	LS	$ 5,256.00	$ 5,256.00
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 1.99	$ 1,982.04
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 2.99	$ 1,808.95
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 4.98	$ 2,888.40
Gravel Transition	1	EA	$ 571.00	$ 571.00

24" Curb and Gutter	**138**	**LF**	$ 27.06	$ 3,734.28
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 3.92	$ 2822.40
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 675.00	$ 675.00
6" Thick Concrete Driveway	**605**	**SF**	$ 5.09	$ 3,079.45
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 10.93	$ 6,339.40
Decroative Street Light including Base	**1**	**EA**	$ 6,213.00	$ 6,213.00
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 16,944.00	$ 16,944.00
Irrigation System	**1**	**LS**	$ 3,393.00	$ 3,393.00
Sod Planter Strip	**540**	**SF**	$ 2.60	$ 1,404.00
Street Trees	**2**	**EA**	$ 1,180.00	$ 2,360.00
4" PVC Irrigation Sleeves	**2**	**EA**	$ 75.00	$ 150.00
			TOTAL BID	$ 77,479.92

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	12-23-15		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: Van Nevel Concrete & Curb Inc.
Printed Name of Individual: Scott Van Nevel
Telephone Number: 541-923-7343
Facsimile Number: 541-504-8754
Email Address: vannevelcurb@coinet.com
Address: PO Box 1922 Redmond, OR 97756

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Scott Van Nevel	President
Lanette Van Nevel	Secretary

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

_____

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5th day of January, 2016.

Name of Corporation: Van Nevel Concrete & Curb Inc.

By: Lanette Van Nevel

Title: Secretary President

BID BOND

Bond # _____

KNOWN ALL MEN BY THESE PRESENTS, that Van Nevel Concrete & Curb Inc, hereinafter called the Principal, and Developers Surety and Indemnity Company, a corporation duly organized under the laws of the State of Iowa, having its principal place of business at PO Box 19725, Irvine, in the State of California, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent of Contract Bid DOLLARS ($ 10% of Bid), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 28th day of December, 2015.

SURETY:

Developers Surety and Indemnity Company
Name

By: Karen Ebert
Karen Ebert

Title: Power of Attorney

Phone Number: 541-322-4842

CONTRACTOR:

Van Nevel Concrete & Curb Inc
Name

By: _____
Scott Van Nevel

Title: President

Vic Russell Construction, Inc.

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 31500.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 19658.10	$ 19658.10
Traffic Control	1	LS	$ 4370.00	$ 4370.00
Demolition existing AC	1	LS	$ 1654.28	$ 1654.28
Excavation/Embankment	1	LS	$ 9597.90	$ 9597.90
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 8.37	$ 8336.52
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 2.70	$ 1633.50
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 6.36	$ 3677.20
Gravel Transition	1	EA	$ 918.56	$ 918.56

24" Curb and Gutter	**138**	**LF**	$ 29.33	$ 4047.54
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 4.54	$ 3268.80
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 805.00	$ 805.00
6" Thick Concrete Driveway	**605**	**SF**	$ 6.84	$ 4138.20
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 7.86	$ 4558.80
Decroative Street Light including Base	**1**	**EA**	$ 6871.25	$ 6871.25
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 12107.20	$ 12107.20
Irrigation System	**1**	**LS**	$ 1897.50	$ 1897.50
Sod Planter Strip	**540**	**SF**	$ 3.77	$ 2035.80
Street Trees	**2**	**EA**	$ 2160.85	$ 4321.70
4" PVC Irrigation Sleeves	**2**	**EA**	$ 622.15	$ 1244.30
			TOTAL BID	$ 95142.15

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	12-23-15		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: Vic Russell Construction Inc
Printed Name of Individual: Vicki L. Russell
Telephone Number: 541-536-3478
Facsimile Number: 541-536-3526
Email Address: vicki@vicrussellconstruction.com
Address: 17900 Finley Butte Rd / PO Box 2520 La Pine OR 97739

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Vicki L. Russell _____ _____

Victor R. Russell _____ _____

_____ _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

_____

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5 day of January, 2016.

Name of Corporation: Vic Russell Construction Inc.

By: Vicki L Russell

Title: Pres

BID BOND

Bond # N/A

KNOWN ALL MEN BY THESE PRESENTS, that Vic Russell Construction, Inc., hereinafter called the Principal, and Contractors Bonding and Insurance Company, a corporation duly organized under the laws of the State of Illinois, having its principal place of business at 1201 NE Lloyd Blvd, Suite 360, Portland, OR, in the State of Oregon, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent of Bid and no/100*** DOLLARS ($ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 5th day of January, 2016.

SURETY: Contractors Bonding and Insurance Company

Kristen McGillvrey
Name

By: Kristen McGillvrey

Title: Attorney-In-Fact

Phone Number: 541-687-1117

CONTRACTOR: Vic Russell Construction, Inc.

VICKI L RUSSELL
Name

By: Vicki L Russell

Title: Pres.

CONTRACTORS BONDING AND INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company,** required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Robert A. Harvey, Kristen McGillvrey, Steven J. Hanson, Paul Jensen, Larry C. Buck, Ruby M. Haskell, Tina A. Costa, jointly or severally

in the City of Eugene, State of Oregon, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of April, 2014.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL 1979 WASHINGTON

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 29th day of April, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5, day of January, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Roy C. Die — Vice President

3675408020212

A0059913

Robinson & Owen Heavy Construction, Inc.

BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: Hwy 97 and L Street Pedestrian Improvement Project
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 124327.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Hwy 97 and L Street Pedestrian Improvement Project

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	$ 8,272.00	$ 8,272.00
Traffic Control	1	LS	$ 1,825.00	$ 1,825.00
Demolition existing AC	1	LS	$ 1,335.00	$ 1,335.00
Excavation/Embankment	1	LS	$ 2,920.00	$ 2,920.00
4" of ¾" State Spec Aggregate Base for Curb and Gutter and Sidewalk	996	SF	$ 2.63	$ 2,619.48
6" of ¾" State Spec Aggregate Base for Driveway	605	SF	$ 2.81	$ 1,700.05
10" of ¾" State Spec Aggregate Base for Asphalt Patching	580	SF	$ 4.73	$ 2,743.40
Gravel Transition	1	EA	$ 910.00	$ 910.00

24" Curb and Gutter	**138**	**LF**	$ 37.36	$ 5,155.68
8' wide Concrete Sidewalk (Class 3600)	**720**	**SF**	$ 5.14	$ 3,700.80
ADA Cast Iron Dectable Warning Plates	**1**	**EA**	$ 1,124.00	$ 1,124.00
6" Thick Concrete Driveway	**605**	**SF**	$ 6.49	$ 3,926.45
Asphalt Patching (including crack sealant)	**580**	**SF**	$ 5.60	$ 3,248.00
Decroative Street Light including Base	**1**	**EA**	$ 3,920.00	$ 3,920.00
Electrical conduit and wiring of Street Lighting	**1**	**LS**	$ 18,360.00	$ 18,360.00
Irrigation System	**1**	**LS**	$ 3,480.00	$ 3,480.00
Sod Planter Strip	**540**	**SF**	$ 2.02	$ 1,090.80
Street Trees	**2**	**EA**	$ 1,216.50	$ 2,433.00
4" PVC Irrigation Sleeves	**2**	**EA**	$ 110.50	$ 221.00
			TOTAL BID	$ 68,984.66

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
1	12-23-2015		
Addendum No.	Date	Addendum No.	Date

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: Robinson and Owen Heavy Construction, Inc.
Printed Name of Individual: Marc Rickabaugh
Telephone Number: 541-977-6431
Facsimile Number: 541-549-0601
Email Address: marc@robinsonandowen.com
Address: PO Box 267 Sisters, OR 97759

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Michael Owen _____ _____

Rod Robinson _____ _____

_____ _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

_____

Signature of Bidder Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5th day of January, 20 16.

Name of Corporation: Robinson and Owen Heavy Construction, Inc.

By: _____

Title: President

BID BOND

Bond # NA

KNOWN ALL MEN BY THESE PRESENTS, that Robinson & Owen Heavy Construction, Inc. hereinafter called the Principal, and Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of Connecticut, having its principal place of business at Lake Oswego, in the State of Oregon, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten percent of the total amount bid------- DOLLARS ($ 10%-------), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **Hwy 97 and L Street Pedestrian Improvement Project** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 18th day of December, 2015.

SURETY:

Travelers Casualty and Surety Company of America
Name

By:

Title: Bonnie Riddle, Attorney-In-Fact

Phone Number: 503-219-3257

CONTRACTOR:

Robinson & Owen Heavy Construction, Inc.
Name

By:

Title: President

CONTRACT

THIS AGREEMENT made as of the 26th day of January, 2016 between

"CITY":

City of Madras
125 SW "E" Street
Madras, OR 97741
Phone: 541/475-7672
Fax: 541/475-7061

and

"CONTRACTOR":

R-2 Contractors, Inc.
P.O. Box 6598
Bend, Oregon 97708
541-312-4143
888-211-7841

for **"PROJECT": Hwy 97 and L Street Pedestrian Improvement Project**

City and Contractor agree as set forth below:

The Contract Documents.

The following documents (the "Contract Documents") form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Invitation to Bid
3. Information for Bidders
4. Proposal
5. Conditions of the Contract (General, Supplementary and other Conditions).
6. Drawings.
7. Specifications.
8. Payment and Performance Bonds.
9. Approved Submittals.
10. Addenda issued prior to, and all Modifications and Change Orders issued after execution of this Agreement.
11. Special Provisions

The Work.

The Contractor shall furnish all labor, tools, equipment, and services necessary to perform the following Work: **Hwy 97 and L Street Pedestrian Improvement Project** described in the Contract Documents.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the City.

The Contract Sum.

City shall pay Contractor for the performance of the Work, subject to additions and deductions by Written Change Order as provided in the Contract Documents, the sum of SIXTY FOUR THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND TWENTY FIVE CENTS ($64,707.25) (the "Contract Sum"). Monthly progress payments and final payment shall be made in accordance with the General Conditions.

Time of Commencement and Completion.

The Work shall be commenced on the date stipulated in a written notice issued to Contractor by City (the "Notice to Proceed"), and subject to authorized adjustments, Substantial Completion shall be achieved according to the schedule set forth in the specifications.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City $500 per day as agreed liquidated damages for the delay, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor. Substantial work shall be completed within by May 1, 2016 (the "Contract Time").

Suspension and Debarment.

Contractor shall fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension, and agrees to include or cause to be included in any subcontract at any tier the requirement that the subcontractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed $25,000. Contractor, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in this certification, they must provide an explanation as to why they cannot. Contractor shall provide immediate written notice to the Department if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of

changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled "**Suspension and Debarment**" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2CFR180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Severability.

If any provisions of this Contract are found to be unenforceable by a court of competent jurisdiction, all other provisions of this Contract shall remain in full force and effect and the Contract shall be read and interpreted without the invalid provision.

Entire Agreement.

This contract signed by both parties, constitutes a final written expression of all of the terms of this agreement and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect.

City of Madras	**Contractor**
By: _____ Royce Embanks	By: _____
Title: Mayor_____	Title: _____

CITY OF MADRAS

Request for Council Action

Date Submitted:	January 19, 2016
Agenda Date Requested:	January 26, 2016
To:	Mayor and City Council Members
Through:	Jeff Hurd, Public Works Director
From:	Keith Bedell, Utilities Supervisor
Subject:	Purchase of a Used Pontoon Boat in the Amount not to exceed $8,000.00

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Contract Review Board

[ ] None - Report Only

Formal Action/Motion that council approves and authorizes staff to purchase a used pontoon boat in the amount not to exceed $8,000.

DESCRIPTION:
The Wastewater Department needs to purchase a pontoon boat for maintenance of twenty aerators at the North Wastewater Treatment Plant lagoons.

STAFF ANALYSIS:
Staff formally requests to purchase a used pontoon boat through private party, craigslist, or eBay and have it modified to fit the Wastewater Department need. Staff has been able to find used boats in the $2,500.00 to $5,000.00 dollar range; it would cost approximately $3,000.00 to have the boat modified to fit the Utilities Department needs. This approach will save the City money and in turn the Utilities Department will be getting much needed equipment for maintenance at the North Wastewater Treatment Plant lagoons. The purchase of a used or fabricated maintenance boat has been budgeted for FY 15-16.

SUMMARY:

A. Fiscal Impact:

- Used Pontoon Boat = $2,500.00 - $5,000.00
- Modifications = $3,000.00

Total not to exceed = $8,000.00

B. Funding Source:

- Waste Water Operations Fund – Capital Outlay
  503-030-540-1401
- Budgeted for FY 15-16 A budget resolution is not needed

C. Recognition of Collateral Material and Technical Report:

- Sample pictures of boats

RECOMMENDATION:
Formal Action/Motion that council approves and authorizes staff purchase a used pontoon boat through a private party, Craigslist, or eBay in the amount not to exceed $8,000.

For more information or questions please contact us by phone, mail or send us an Email

Pontoon Boats - Products and Accessories

Work Boat For Aeration Equipment

A custom / modified kit is supplied for those applications not suitable for a standard size kit.

Example

- Work Boat for Aeration Equipment
- 33" diameter pontoons
- Main Pontoons 28' long
- All Pontoons with .1875" wall thickness
- Center Pontoon with Integrated Transom
- Center Pontoon 23.5' long
- Aluminum console for motor controls
- Width 15' with Aluminum grating floor
- Aluminum Heavy Duty Railing

This work boat uses a gantry crane to support an electric winch. There is a wedge shaped cut out at the front to aid in the placement and removal of aeration pump heads.

Flooring is aluminum grating. An aluminum fixed gantry crane is being used for this application but a portable crane is also available.

Portable Gantry Crane : Open above

Folded Portable Crane

Back To Top

U-Fab Boats
459 County Road 29, R.R. #4
Smiths Falls, Ontario, K7A 4S5
Tel.:(613) 283-1888 Fax: (613) 205-0885

Regular Office Hours: Open Mon. to Fri. 9am to 5pm

U-FAB BOATS®

U-Fab Boats *All Rights Reserved*

CITY OF MADRAS

Request for Council Action

Date Submitted: January 19, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council Members

Through: Jeff Hurd, Public Works Director

From: Rodney R. Fulton, Building /Street Supervisor/Fleet Manager

Subject: Purchase and Construct Covered Fuel containment area at Public Works

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Contract Review Board

[ ] None - Report Only

Formal action/motion that Council approves the purchase and construction of the covered fuel containment area in the amount of $ 6,491.00 and award the project to Ryan Simmons construction in the amount of $5,491.00

DESCRIPTION:
Staff solicited informal quotes from, Mid Oregon Contracting, Ryan Simmons Construction and L3 construction to construct a protective cover over the city's fuel tank and containment area.

Staff Received bids from

- Ryan Simmons Construction - $5,491
- Mid Oregon Contracting - $6,235
- L3 construction - $8,495.40

STAFF ANALYSIS:

Staff budgeted for the covered fuel containment area to prevent the basin from filling with water during rain and winter storm events. Currently the area is not covered causing the containment area to fill with rain and snow. This containment area is designed for fuel safety containment in the event of a spill, leaking or damaged fuel tank. This containment area is to prevent fuel contamination into the ground surface. Staff solicited quotes from three local vendors to construct a 10'x 30'x14' covered fuel containment area, Mid Oregon Contracting, Ryan Simmons construction, and L3 Construction. Ryan Simmons Construction is the low bid in the amount of $5,491 and includes the following:

1.	Permits	=	$ 300.00
2.	Excavation	=	$ 600.00
3.	Materials	=	$2,391.00
4.	Labor	=	$2,200.00
	Total	=	$5,491.00

SUMMARY:

A. Fiscal Impact:

- Ryan Simmons Construction = $5,491.00
- Contingency = $1,000.00
- Total Project Cost = $6,491.00

B. Funding Source:

- Internal Services Fleet Fund –Fleet Building Improvements 805-101-540-140
- $14,000.00 has been budgeted for FY 2015-16 for Fleet Building improvements for Public Works. Purchase of this building does not require a budget resolution.

C. Recognition of Collateral Material and Technical Report:

- Ryan Simmons Construction Quote
- Mid Oregon Construction Quote
- L3 Construction Quote
- Pictures of Covered Fuel Area.

RECOMMENDATION:

Formal action/motion that Council approves the purchase and construction of the covered fuel containment area in the amount of $ 6,491.00 and award the project to Ryan Simmons construction in the amount of $5,491.00

Rod Fulton

From: rsimmonsconstruction@yahoo.com
Sent: Thursday, December 03, 2015 12:42 PM
To: Rod Fulton
Subject: 10x30x14 fuel storage roof

Ryan Simmons Construction
Estimate - fuel storage roof
Permit(est.) $300
Excavation - hole drilling $600
Materials - concrete for poles $378
Materials - posts, dimensional lumber, trusses, metal $2013
Labor - construct building $2200
Total - $5491

Sent from my HTC One on the Verizon Wireless 4G LTE network

Construction, LLC
& Flooring
380 SW 5th St. PMB201
Madras, OR
CCB166529
(541)475-7878
Fax (541)475-0111
l3constructionandflooring@gmail.com

Estimate

Date	ESTIMATE#
12/11/2015	*1044*

Name / Address
City of Madras- Public Works *216 NW B St.* *Madras, OR 97741* *ATT: Rod Fulton*

Project	Fueling Area Roof Stru...
P.O. No.	

Item	Description	Total
Labor	*Estimate to build 10' wide by 30' long/ 14' high side walls with 1' overhang- new metal roofing structure over fueling area located on Madras Public Works property. Green 3' wide metal corrugated roofing to match other roofing on property. Gable ends to be enclosed with same metal. City of Madras to dig holes for four posts; L 3 Construction, LLC to set 4- 8"x8"x 18' pressure treated posts in concrete. Engineered trusses at 4/12 pitch to be set on 5"x12" beams. Apply 7/16" OSB roof sheeting, 15# felt, Green corrugated roofing, metal ridge cap, gable trim, 2x6" fascia with all brackets, clips & support lumber to code.* *Estimate does not include painting or electrical work.*	3,251.82
Materials	*All construction materials.*	3,978.32
Materials	*Concrete redimix to fill post holes*	900.00
Disposal	*Disposal of debris to landfill. (This item can be omitted if Public Works provides dumpster)*	50.00
Permits	*Jefferson County Building- Estimate!*	315.00

Thank you for your business!

Total $8,495.14

l3constructionandflooring@gmail.com

Mid Oregon Construction

P. O. Box 217
Culver, OR 97723
541-475-2001
Cell: 420-2203
Email:
midorconstruction@yahoo.com
CCB# 164813

Estimate

To: City of Madras
Att: Rod Fulton

Email: rfulton@ci.madras.or.us
Date: 1/6/16
Project: 10 x 30 x 14 fuel storage roof
Jobsite: City of Madras Public Works Complex

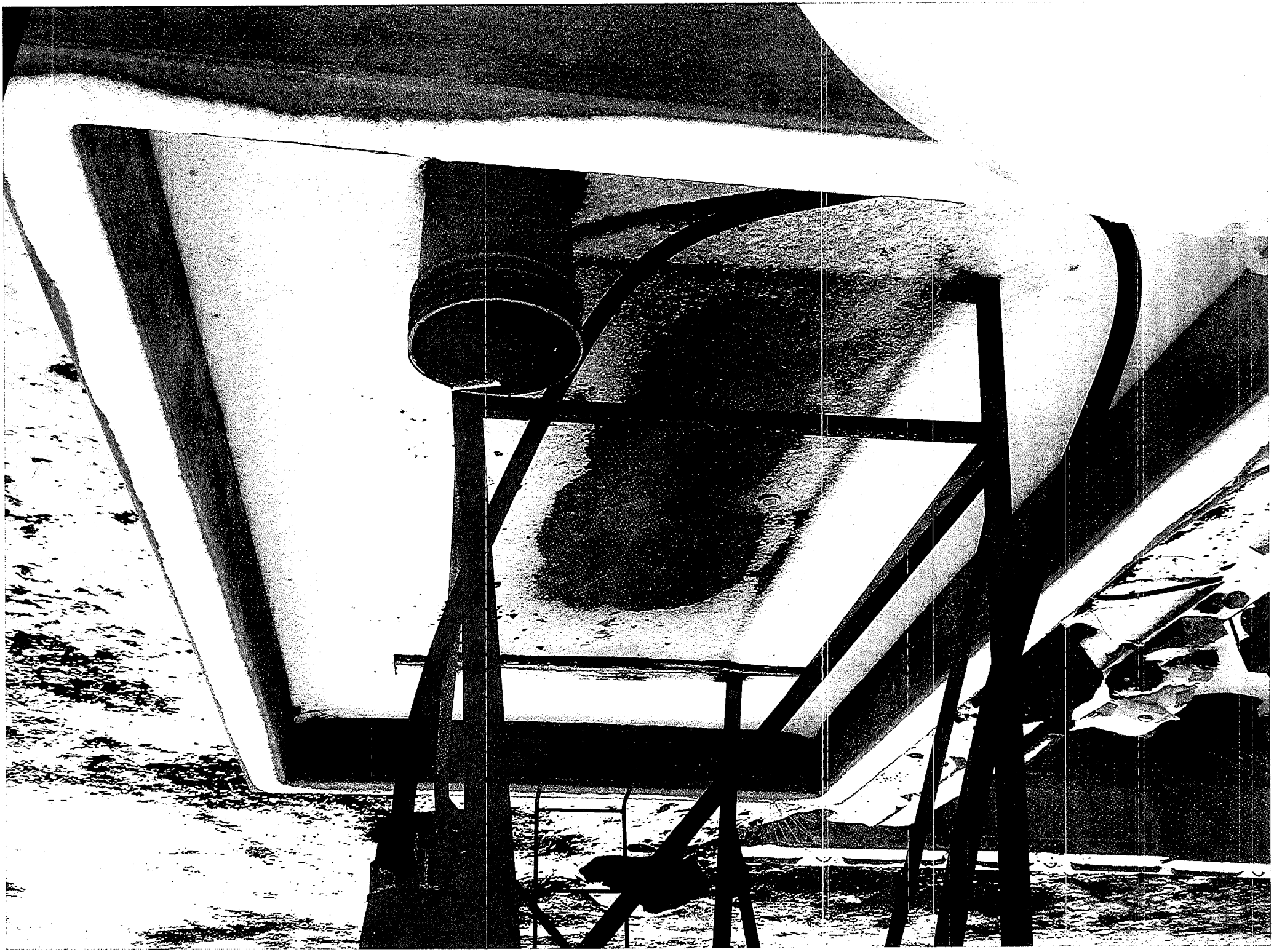
Permits:	$300.00
Excavation (hole drilling)	$575.00
Equipment rent (reachout forklift)	$500.00
Materials	$2610.00
Labor	$2250.00
Total:	$6235.00

** Note; these allowances are best guessed estimates.*

Due to material price changes without prior notice, this quote is only valid for 15 days.

Thank you for the opportunity to submit this bid.

NO
SMOKING



CITY OF MADRAS
Request for Council Action

Date Submitted: January 19, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council Members

Through: Gus Burril, City Administrator

From: Brandie McNamee, Finance Director

Subject: **Proposed Budget Resolution No. 02-2016 –**
A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER OF APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2015-2016.

TYPE OF ACTION REQUESTED:
[X] Resolution [ ] Ordinance

DESCRIPTION: This resolution changes the 2015-2016 Budget and keeps the City in compliance with Oregon Budget Law.

STAFF ANALYSIS:
There are three ways in which to change appropriations after the Budget is adopted.

1. A transfer of appropriations decreases an appropriation and increases another. This is the simplest budget change allowed under Oregon Budget law. This does not increase the overall budget. This is approved by a City council resolution.

2. A supplemental budget of less than 10 percent of total appropriations within an individual fund follows a process similar to the transfer of appropriations.

3. A supplemental budget in excess of 10 percent of total appropriations requires a longer process. This process includes a notice in the paper and a public hearing.

This resolution addresses a transfer in appropriation from contingency that exceeds the 15% threshold rule and requires a supplemental budget notice, which was advertised in the Madras Pioneer on January 13, 2016 to allow for public hearing comments.

SUMMARY: See attached budget resolution for full details and descriptions of each budget adjustments needed to be in compliance with Oregon Budget Law.

RECOMMENDATION: Staff recommends Council approve and adopt Resolution No. 02-2016, as proposed.

RESOLUTION NO. 02-2016

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER OF APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2015-2016.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2015-2016 that were authorized by the City Council pursuant to Resolution 16-2015; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2015-2016 appropriations to be in compliance with Oregon Budget Law;

WHEREAS, one adjustment exceeds 15% from contingency and a notice of a supplemental budget was posted in the Madras Pioneer on January 13, 2016 to be in accordance with ORS 294.471 (3)(b);

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2015-2016 City Budget;

SECTION 2: The Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City:

505-505	Adopted Budget	Increase	Decrease	Revised Budget
Special Revenue Fund				
Community Development Program				
Regulatory Fees	51,000	24,255	-	75,255
Miscellaneous Revenue	-	2,500	-	2,500
Community Development Program	330,928	26,755	-	357,683

REASON: Due to increased legal fees and professional service expenses, driven by marijuana initiatives, marijuana dispensary permitting, UGB expansion, large lot annexation, and airport noise protection overlay, this budget adjustment is needed to meet resource needs. This adjustment recognizes unanticipated revenue of $26,755 and adjusts total Community Development Program by the same balance.

207-207	Adopted Budget	Increase	Decrease	Revised Budget
General Fund				
Tourism/Economic Development Program				
Contingency	40,000	-	40,000	-
Tourism/Economic Dev Program	118,807	40,000	-	158,807

REASON: Due to increased planning efforts for the Solar Eclipse event, an adjustment is needed to budget for an event coordinator, webpage development, pay deposits on equipment rentals, and related expenses to prepare for this event. This adjustment utilizes the full appropriated contingency balance of $40,000 and programs the funds within the Tourism/Economic Development Program.

SECTION 3: This resolution shall become effective on January 26, 2016.

APPROVED by the Common Council of the City of Madras and signed by the Mayor this _____

day of _____, 20 _____.

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

_____
Royce Embanks, Mayor

ATTEST:

_____
Karen J. Coleman, City Recorder

CITY OF MADRAS
No Action- Report Only

Date Submitted: January 19, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: Finance Director, Brandie McNamee

Subject: **Summary Second Quarter Financial Report- as of December 31, 2015**

TYPE OF ACTION REQUESTED: (Check One)
[X] No Action - Report Only **[ ] Consent Agenda**

DESCRIPTION: Attached is a PowerPoint presentation illustrating the current year to date financial results as of December 31, 2016. Funds are summarized in the attached. Overall fund levels expended are less than appropriation and budgeted revenue came in higher than expected thus far.

STAFF ANALYSIS: Refer to the attached presentation for a detail of fund analysis.

SUMMARY:

A. **Fiscal Impact:** None

B. **Supporting Documentation:** Attached PowerPoint Presentation.

RECOMMENDATION:
None- this is informational only. Feedback would be appreciated if there are additional materials Council would like to have reported on a quarterly basis.

THE CITY OF MADRAS

EST. 1910

Finance Department Update

Quarterly update as of December 31, 2015

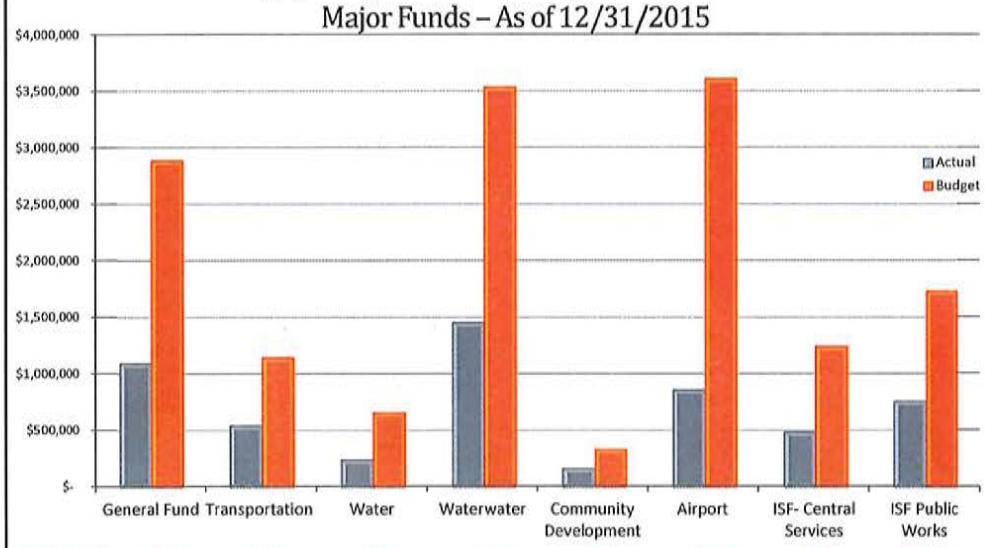
Overview of 2nd Quarter

1. Total fund balances and activity as of 12/31/2015
2. Current Fiscal Matters (PERS Liability)
3. Action items for 3rd Quarter

(Will try to keep it to 10 minutes or less)

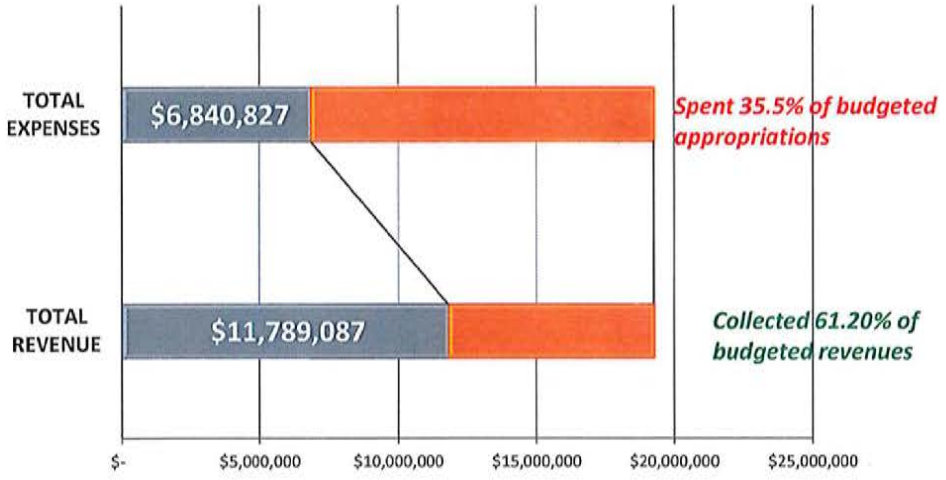
Appropriated Expenditures

Major Funds – As of 12/31/2015

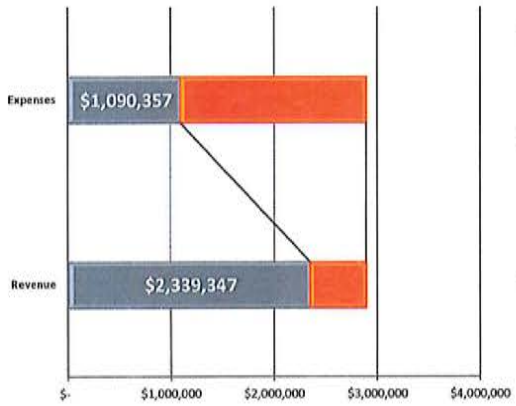


% of Budget Spent	General Fund	Transportation	Water	Waterwater	Community Development	Airport	ISF- Central Services	ISF Public Works
	38%	47%	36%	41%	49%	23%	39%	44%

Totals Compared to Budget

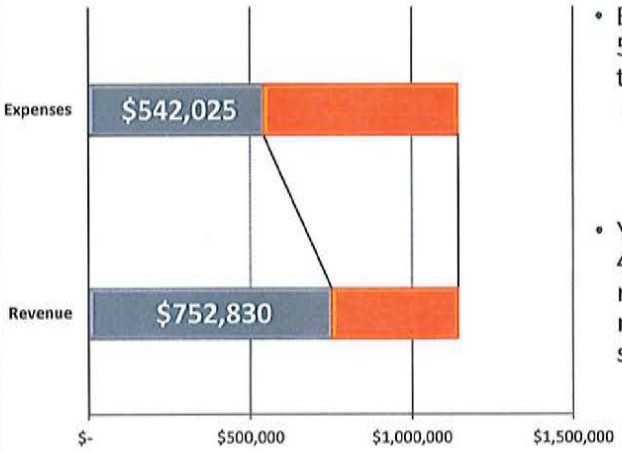


General Fund - Police department



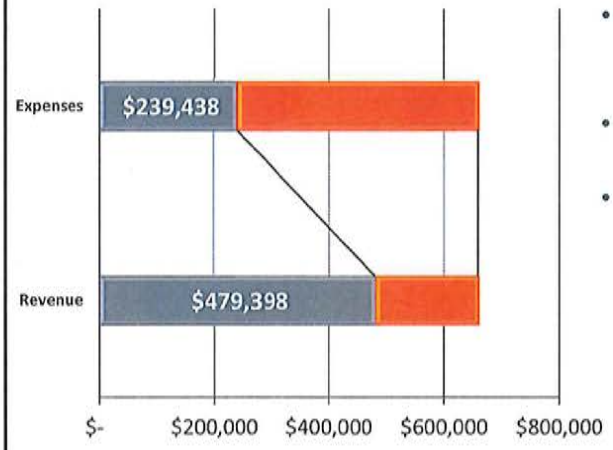
- Beginning cash is 14% higher than 2015-16 budget. Finished the year with savings.
- Year to date spending reflects 38% of total budget, this is reflected primarily through personnel and materials and services costs.
- 90% of year to date taxes has been received contributing to the overall revenue collected per budget of 81%.

Transportation Operations Fund



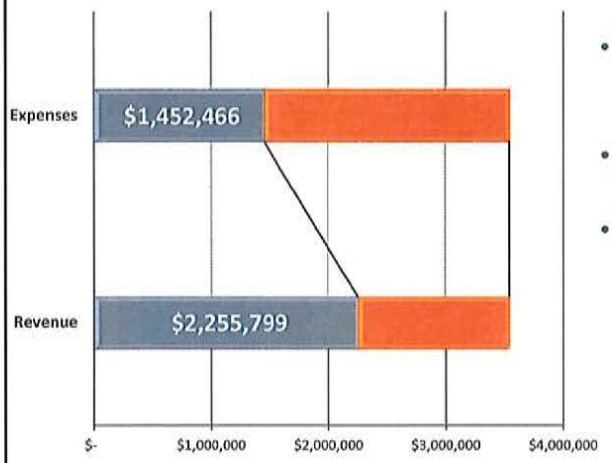
- Beginning Cash is approximately 58% higher than anticipated for the 2015-16 Budget.
  - *This is primarily due to higher franchise fees and state gas tax revenues for FY14-15 and expenditure savings.*
- Year to date spending reflects 47% of total budget, this is reflected primarily through materials and services costs for street maintenance.

Water Operations Fund



- Beginning Cash is approximately 36% higher than anticipated for the 2015-16 Budget.
- Water Sales collected is currently 54.4% of budget.
- Year to date spending reflects 36% of total budget, this is primarily through materials and services costs for water purchases and inter-fund transfers.

Wastewater Operations Fund

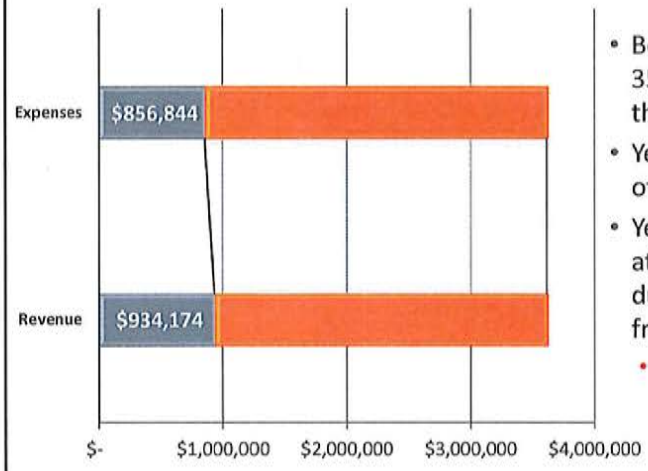


- Beginning Cash is approximately 8% higher than anticipated for the 2015-16 Budget.
- Collected 52.3% of Sewer User Fees budgeted.
- Year to date spending reflects 41% of total budget, this is reflected primarily through materials and services and debt service costs.

Airport Operations Fund

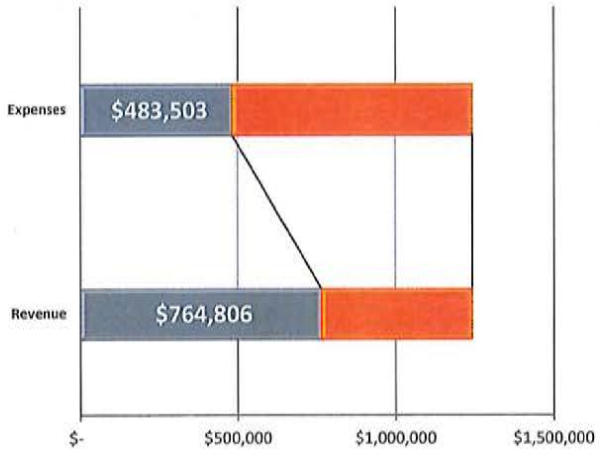
- Beginning Cash is approximately 17% higher than anticipated for the 2015-16 Budget.
- Year to date spending is at 23%, this is primarily due to Runway project expenses.
- The costs associated with West Access Road for the Daimler project has not incurred expenses yet, contingent upon approval of the Daimler lease.

Community Development (CD)



- Beginning Cash is approximately 35% higher than anticipated for the 2015-16 Budget.
- Year to date spending is at 49% of budget.
- Year to date revenue earned is at 68.5% to budget, primarily due to planning fees generated from multiple projects.
  - *Supplemental budget resolution 02-2016 is being proposed to help this fund.*

ISF Central Services



- Beginning Cash is approximately 13% higher than anticipated for the 2015-16 Budget.
- Year to date spending is at 39% of budget.

ISF PW Staff

- Beginning Cash is approximately 20% higher than anticipated for the 2015-16 Budget.
- Year to date spending is at 44%.

Fiscal Highlights for 2nd Quarter

- All funds are within budget appropriations.
- 90% of budgeted taxes were received in the General Fund.
- Clean Audit opinion was issued 12/8/2015.
- Accounts Receivables have been reconciled and overall collection is to 90 days or less.
- Implemented a formal Inventory process

PERS – Unfunded Liability

- During the Budget Committee meetings in April, detailed information will be provided on how and when we should start funding the PERS increases.
- **Will not take affect until 6/30/2018** - Anticipated to increase 20% each year for the next three PERS cycles (6 years) 6/30/2018-7/1/2020

	Current		ESTIMATED - 1.2	
End Date	06/30/16	06/30/17	06/30/18	06/30/19
Begin Date	07/01/15	07/01/16	07/01/17	07/01/18
Tier 1/Tier 2	23.66	23.66	28.39	28.39
OPSRP General Service	15.91	15.91	19.09	19.09
OPSRP Police and Fire	20.02	20.02	24.02	24.02
Estimated Contributions	$ 349,560.95	$ 349,560.95	$ 419,473.14	$ 419,473.14

Next Quarter Action Items

- **Start BUDGET PROCESS – April 14th is first meeting**
- Starting the process for upgrade to new accounting system.
- W-2s and 1099's are due by the end of this month

- *Next Quarterly update is scheduled for April 26th*

CITY OF MADRAS
Request for Council Action

Date Submitted: January 19, 2016

Agenda Date Requested: January 26, 2016

To: Mayor and City Council Members

Through: Gus Burril, City Administrator

From: Brandie McNamee, Finance Director

Subject: **Budget Committee Appointments**

TYPE OF ACTION REQUESTED:
[X] Council Action [ ] Ordinance

DESCRIPTION: Under ORS 294.414, the budget committee is composed of the governing body and an equal number of electors appointed by the governing body.

STAFF ANALYSIS: Four applicants have submitted letters of interest to serve on the City of Madras budget committee. Attached is an outline.

SUMMARY: The budget committee must have quorum present to hold a meeting. Quorum is a majority of the total membership of the committee. If all four members are appointed, that would increase the budget committee to 10, (potentially eleven if vacant City Council position is filled) thus six members must be present to vote on the budget.

Bartt Brick is currently being proposed to fill the vacant City Council position. In the event he is appointed to City Council then his position on budget committee would become vacant, reducing the overall budget committee to only 10 members.

RECOMMENDATION: Staff recommends the Council to approve by motion the appointment of budget committee members, Doeshia Jacobs, Dan Chamness, Maura Schwartz, and Bartt Brick.

City of Madras – Budget Committee

As of January 2016

Governing Body Budget Committee Members			At Large Budget Committee Members
Royce Embanks 733 S.E. Turner Street Madras, OR 97741 **royce@btsys.org**	City Councilor Mayor	Home Phone: 475-5557 Term Expires 12/31/2016	Doeshia Jacobs 601 SE 10th Street Madras, OR 97741
Chuck Schmidt 316 S.E. "D" Street Madras, OR 97741 **schmidthouse1986@q.com**	City Councilor	Cell Phone: 541-980-2273 Term Expires: 12/31/2016	Bartt Brick 385 S.E. "C" Street P.O. Box 578 Madras, Oregon 97741
Tom Brown 206 NE 11th Street Madras, OR 97741 **loneagle@madras.net**	City Councilor	Cell: 541-610-9485 Term Expires: 12/31/2016	Dan Chamness 622 NE Begonia Street Madras, OR 97741
Gary Walker 510 SW Colfax Lane Madras, OR 97741 **gwalker@ci.madras.or.us**	City Councilor	Home: 541-475-2476 Term Expires: 12/31/2016	Maura Schwartz 150 SE 16th Street Madras, OR 97741
William (Bill) Montgomery 727 NE Marigold Street Madras, OR 97741 **williamd41@gmail.com**	City Councilor	Home: 541-325-2470 Term Expires: 12/31/2018	Vacant
Richard Ladeby 674 NE Marigold Street Madras, OR 97741 **ladebyrichard@gmail.com**	City Councilor	Cell: 503-930-7093 Term Expires: 12/31/2018	Vacant
Vacancy	City Councilor	Term Expires 12/31/2018	VACANT – cannot have if there is not an appointed commissioner

Under ORS 294.414, the budget committee is composed of the governing body and an equal number of electors appointed by the governing body. To be eligible for the committee primary residence must be within City of Madras.

Budget Committee meetings schedule:

Meeting Date	Day/Time	Agenda Topics
April 14	Thursday, 5:30 p.m.	Election of Officers Public Hearing for Use of State Revenue Sharing Public Input/Community Requests
April 21	Thursday, 6:30 p.m.	Continued from previous meeting
April 28	Thursday, 5:30 p.m.	Final Meeting (if needed) Approval and recommendation of budget

**MRC Budget Committee meets at 5:30 p.m. on April 21st. Members of the City Budget Committee are also eligible to serve on MRC Budget Committee if they would be willing to.*

January 12, 2016

I am interested in serving on the City of Madras budget committee. I reside within the city limits and per Oregon Budget law that makes me eligible to be a member at large.

Doeshia Jacobs

Doeshia Jacobs Date
601 SE 10th Street
Madras, Oregon 97741

541-460-2215

Dan Chamness
622 N.E. Begonia Street
Madras OR 97741

City of Madras
125 SE E Street
Madras OR 97741

Dear City:

Please consider me for appointment to the Budget Committee for the City of Madras for FY 16-17 and for the Budget Committee for the Urban Renewal District for the same period. I do have a conflict in that I am leading a hiking trip to Death Valley National Park and will be leaving Madras on April 20 and will not return until May 5, 2016.

I have prepared budgets for Hood River County, the Town of Lakeview, The Dalles School District 12, North Wasco County School District 21, Jefferson County School District 509-J and Crook County Park and Recreation District. Also, I have served on the Budget Committees for Hood River County Park & Recreation District and Hood River County Transportation District. I understand that the role of Budget Committee member differs from that of the City Council or the staff charged with preparation of the budget document.

Dan Chamness, CPA (retired)
December 29, 2015

FOLDER: CORRESPONDENCE
FILE: Madras—Budget Committee—15A

Brandie McNamee

From: Maura Schwartz <mauraschwartz@gmail.com>
Sent: Tuesday, December 29, 2015 2:38 PM
To: Brandie McNamee
Subject: Finance Committee and MRC

Hi Brandie,
Thank you for meeting with me yesterday and explaining the two committees for which you seek citizen participation. I would be happy to volunteer on both committees: Finance and Madras Redevelopment. I put the 2016 dates on my calendar.

If I think of anyone else, I'll send you the contact information.

Kind regards,
Maura Schwartz

Maura Schwartz
mauraschwartz@gmail.com
Mobile # in USA - 541 325 1064

Where is average made? At the satisfactory.

Brandie McNamee

From: Bartt Brick <barttbrick@live.com>
Sent: Saturday, January 02, 2016 2:21 PM
To: Brandie McNamee
Subject: RE: Budget Committee for MRC and City of Madras

It's been a busy holiday. I can't remember if I responded. So just in case……

Please accept this communication as my notification that I desire to be on bout the City and MRC budget committees if I am not selected for the city council position I applied for. Please let me know if any additional information is required.

Bartt Brick
503 640 2630

Sent from Mail for Windows 10

From: Brandie McNamee
Sent: Thursday, December 10, 2015 10:25 AM
To: Bartt Brick (barttbrick@live.com)
Subject: Budget Committee for MRC and City of Madras

Hi Bartt,

If you are interested in serving on the City or MRC budget committees attached are the formal announcements. I will need an official letter of interest in writing if you are interested. You can email those to me as well.

Please let me know if you have any questions.

Hope all is well,
Brandie

Brandie McNamee
Finance Director
City of Madras
125 SW "E" Street
Madras, OR 97741
Phone: 541-325-0307
Fax: 541-475-7061
Website: www.ci.madras.or.us

"A Vibrant Responsive Community Where You Can Thrive and Grow"

The City of Madras is an equal opportunity employer and service provider.

CITY OF MADRAS
City Council Report

Date Submitted:	January 20, 2016
Agenda Date Requested:	January 26, 2016
To:	Madras City Council
Through:	Gus Burril, City Administrator
From:	Nicholas Snead, Community Development Director
Subject:	**Community Development Department FY 15-16 2nd Quarter City Council Report.**

TYPE OF ACTION REQUESTED: (Check One)

[ ]	**Resolution**	[ ]	**Ordinance**
[ ]	**Formal Action/Motion**	[ ]	**Other**
[X]	**No Action - Report Only**		

REPORT:
The Community Development Department provides a quarterly report to the City Council on current projects, long-range planning projects, land use applications being processed, building permit activity, and code enforcement. This report provides information on the second quarter of Fiscal Year 2015-16.

Current Projects:
The Department is currently working on 12 projects (see Table 1 below). These projects are related to Long-Range Planning, Current Planning, the Madras Redevelopment Commission, and Code Enforcement. The projects tend to be large strategic projects related to key planning, economic development, or administrative projects related to the City Council's Annual Strategic Implementation Plan. The Community Development Department continues to facilitate the permitting of the St. Charles Hospital addition. The Department is also supporting the Daimler project and preparing for the UGB expansion to include the test facility. The Department is working on several long-range planning projects that include the Waste Water Master Plan, Transportation System Plan, and Urban Revitalization Action Plan.

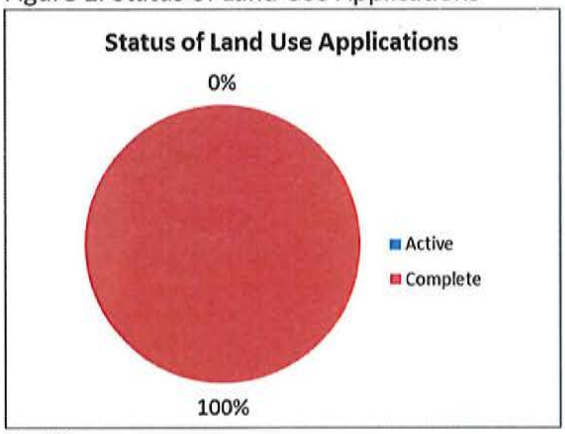
Table 1. Current Community Development Dept. Projects

Project	Notes
Sign Ordinance amendments	Draft going to Council in February or March.
St. Charles Hospital Land Use & Building Permit Approval	Currently reviewing Building Permits. Public Works reviewing Construction Plans.
Goal 9: Industrial Lands/EOA Update	1/27/15 City/County Work Session.
TSP Update	TAC & PAC Meetings 1/28/16.
Urban Revitalization Action Plan Update	1/20/16 MRC to review 90% Plan.
Flood Insurance Rate Map Letter of Map Revision	FEMA starting review of LOMR. Community Development & Public Works Directors to discuss with City Engineer 1/21/16.
Regional Large Lot Industrial/Airport UGB Expansion	Council to approve Letter of Support and Contract for EcoNorthwest on 1/26/16.
Madras Hotel/Motel Land Use Review	N.Snead sent Notice of Violation for sink in Unit #16 on 1/13/16
Waste Water Master Plan update	Working with Wen on Development Timing Memo
Industrial Zone Development Regulation Amendments	Draft going to Council in February or March.
US Hwy 97/J St. Business Directory Signs	Sign will be installed by the end of January, per ODOT.
Airport Noise Protection Regulations	Working with Century West to sign contract
Confederated Tribes of Warm Springs Truck Stop	Public Works Director confirmed TIA Scope of Work for T. Wells and Kittelson and Associates.
179 "D" Street Code Enforcement	Abatement to commence 1/18/16 by City PW & County Parole & Probation
Potter Property Blight Removal	J.Green working on Agreement. N.Snead needs to contact David Potter to discuss terms of Agreement

Active Land Use Applications:

The Community Development Department has received 20 land use applications since July 1, 2015. Currently the Department has issued 20 approvals (Figure 1) since July 1, 2015 and has 12 active applications. The Department has established internal permitting goals for sign permits, site plan review, and lot line adjustments. The Department finds that these applications are indicative of the Department's permitting performance. In general, the Department is meeting its permitting goals as shown in Table 1 below.

Figure 1. Status of Land Use Applications



N = 20

Table 1. Permitting Performance vs. Goals

Application Type	# of Applications[1]	Avg. Approval Time (days)	Goal (days)
Sign Permits	6	9	7
Site Plan Review	4	55	45
Lot Line Adjustment	2	29	30

[1] since July 1, 2015.

Building Permit Activity:
Since July 1, 2015, the Community Development Department has received 2 Building Permits for review and approval for the St. Charles Hospital addition and a replacement mobile home permit. The Department has reviewed and approved one (1) single family dwelling building permit since July 1, 2015. It is difficult to draw any conclusions or identify any trends in building permits based on the building permit activity since July 1, 2015. Staff finds it to be difficult to predict future building permit activity based on current permit activity since July 1, 2015 and historical building permit activity data. Accordingly, the Department assumes that future building permit activity will continue to be sporadic and unpredictable.

Code Enforcement:
The Community Development Department has 29 open Code Enforcement and continues to work with property owners and residents to achieve voluntary compliance. Since July 1, 2015 the Department has resolved 14 cases. Certainly, the property located at 179 D Street has received a significant amount of effort to abate the Dangerous Buildings on the property. Staff is also working on a case located at 283 SW H Street that presents a complicated path towards abatement. Staff will brief the City Administrator and City Council as any extraordinary resources are needed for abatement.

CITY OF MADRAS

Request for Council Action

Date Submitted:	January 19, 2016
Agenda Date Requested:	January 26, 2016
To:	Mayor and City Council Members
From:	Nicholas Snead, Community Development Director
Subject:	Professional Services Contract for ECONorthwest for the Madras Large Lot Industrial and Airport Facilities UGB Expansion Phase 2

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

[X] Formal Action/Motion [X] Contract Review Board

[ ] None - Report Only

Formal Action/Motion that Council approves the Professional Services Contract with ECONorthwest for the Madras Large Lot Industrial and Airport Facilities UGB Expansion Phase 2 in the amount of $23,250.00.

DESCRIPTION:
The attached contract between the City of Madras and ECONorthwest for the Madras Large Lot Industrial and Airport Facilities UGB Expansion Phase 2. The City of Madras is embarking on an urban growth boundary (UGB) expansion for a large-lot industrial site using the Regional Large Lot Industrial rule (OAR 660-024-0045) and to bring a portion of the Madras Airport into the UGB.

STAFF ANALYSIS:
Madras contracted with ECONorthwest on Phase 1 of this project, which involved preparing an analysis of candidate large-lot industrial sites to the Central Oregon Intergovernmental Council (COIC) for consideration (i.e., the "analysis" described in OAR 660-024-0045(2)(a). The City wants to expand the UGB for two reasons: (1) to provide a large-lot industrial site for employment development, consistent with the findings of the *Central Oregon Large Lot Industrial Land Needs Analysis* (November 20, 2012) and OAR 660-024-0045; and (2) to bring Airport facilities into the UGB to give the City more direct control of management of the City's airport facilities (see Exhibits A & B)

One of the City's goals for this fiscal year (FY 16-17) is to proceed with the UGB amendment and annex the properties. The process will be initiated by the City and requires approval by the Madras and Jefferson County Planning Commissions, Madras City Council, Jefferson County Board of Commissioners, and the Oregon Department of Land Conservation and Development Department. The Airport portion will be justified as a public facility need. The large lot will be justified under the Regional Large Lot Industrial (RLLI) rule (OAR 660-024-0045) and involves a complicated, multi-step process that requires review by Central Oregon Intergovernmental Council (COIC), both city and county hearings and approval, as well as acknowledgement by the state. Staff expects to have a hearing with COIC in winter 2016 and expects to begin local hearings in late spring 2016.

Contracting Agencies may enter into a Contract directly (direct appointment procedure) with a Consultant if the estimated fee to be paid under the Contract does not exceed $100,000. Contracting Agencies may select a Consultant for a Contract under this rule from the following sources:

- The Contracting Agency's list of Consultants that is created under OAR 137-048-0120 (List of Interested Consultants; Performance Record);
- Another Contracting Agency's list of Consultants that the Contracting Agency has created under OAR 137-048-0120 (List of Interested Consultants; Performance Record), with written consent of that Contracting Agency; or
- All Consultants offering the required Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that the Contracting Agency reasonably can identify under the circumstances.

In 2013, EcoNorthwest was determined to be a qualified contractor to provide planning services for the City of Madras under the provisions of ORS 279C.100 to ORS 279C.125. Staff finds EcoNorthwest has recently updated the City's Economic Opportunities Analysis (EOA) component of the City's Comprehensive Plan (Goal 9). This project would utilize their recently updated EOA. Therefore, staff finds EcoNorthwest to be the most qualified contractor to complete this work for the City. Staff has determined that ECONorthwest is a qualified firm to perform the requested planning services under ORS 279C.100 to ORS 279C.125 and recommends approving the professional services contract.

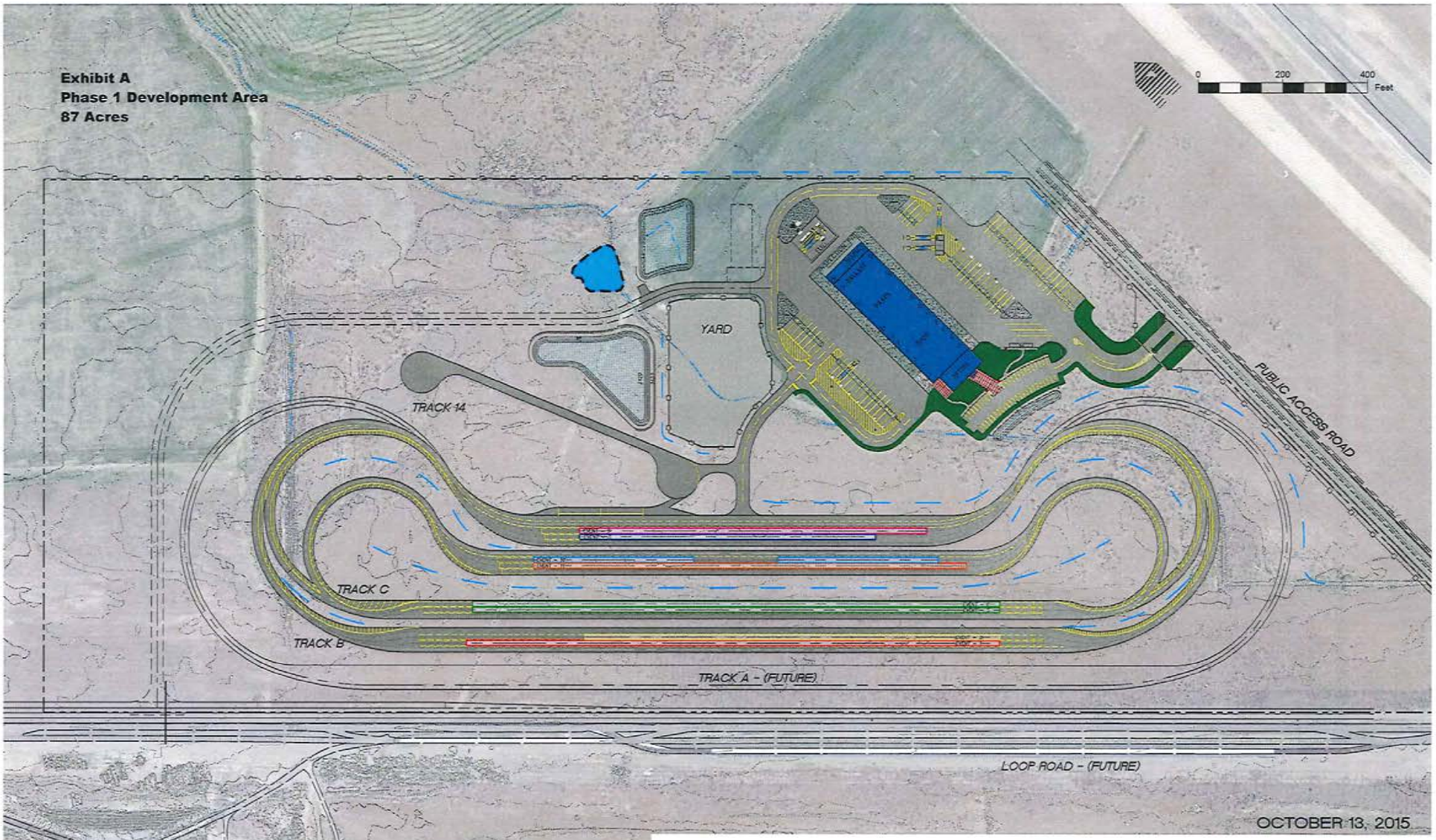
SUMMARY:

A. Fiscal Impact:
Professional Services Contract = **$23,250.00**

B. Funding Source:
Community Development, Materials & Services, Professional Services
505-505-520-2503

C. Recognition of Collateral Material and Technical Report:
- Professional Services Contract ECONorthwest Madras Large Lot Industrial and Airport Facilities UGB Expansion Phase 2
- ECONorthwest Scope of Work
- Exhibits A & B

STAFF RECOMMENDATION:
Formal Action/Motion that Council approves the Professional Services Contract with ECONorthwest for the Madras Large Lot Industrial and Airport Facilities UGB Expansion Phase 2 in the amount of $23,250.00.

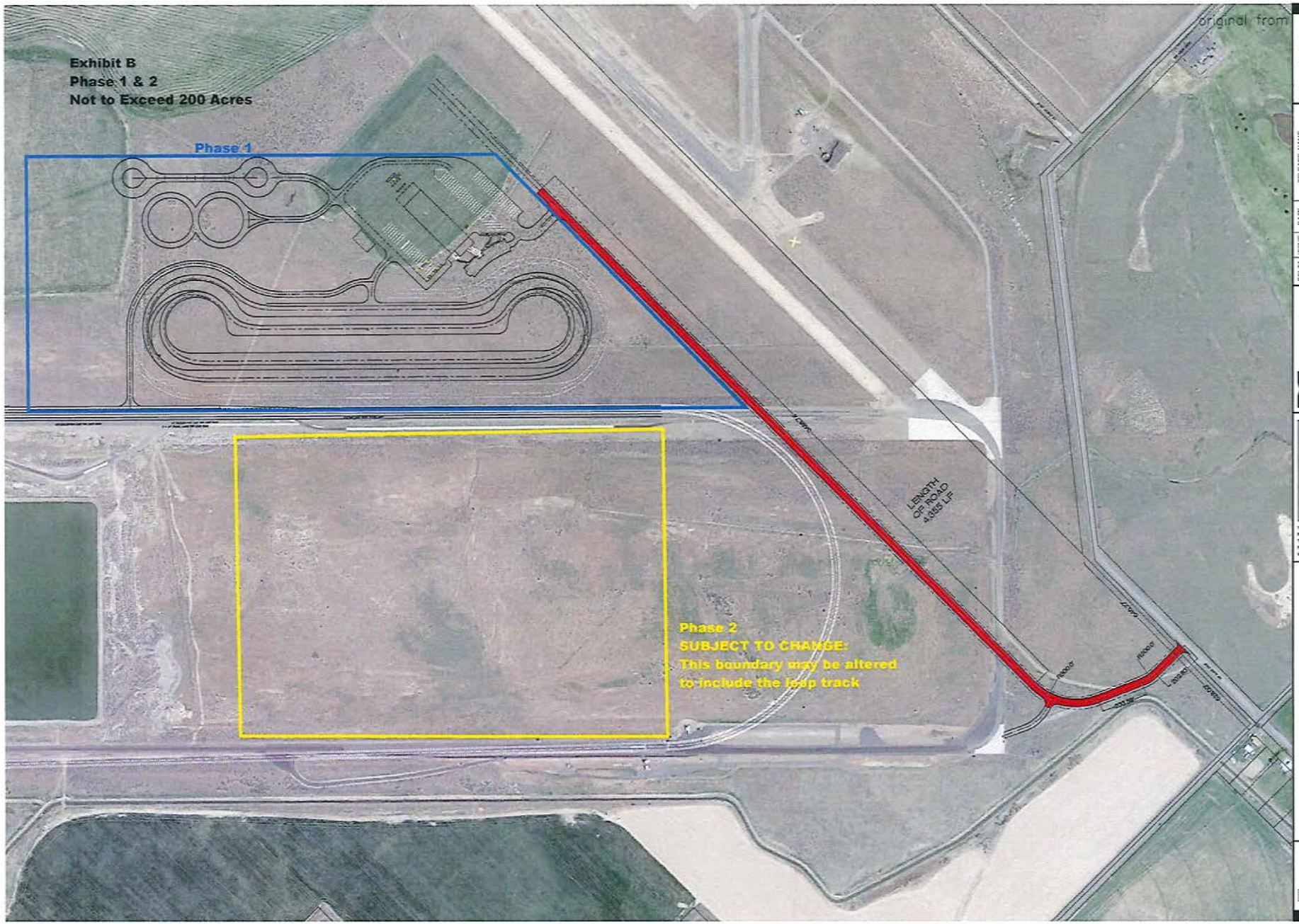


OCTOBER 13, 2015

DAIMLER

CIDA
ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS
15895 SW 72ND AVE SUITE 200
PORTLAND, OREGON 97224
TEL: 503.226.1285
FAX: 503.226.1670
WWW.CIDAINC.COM

DAVID EVANS AND ASSOCIATES INC.
2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663



REGISTERED PROFESSIONAL ENGINEER
OREGON
EXPIRES

DELTA	ISSUE	DATE	RELEASE NAME

DAVID EVANS AND ASSOCIATES INC.
2100 Southwest River Parkway
Portland Oregon 97201
Phone 503.223.6663

CIDA
ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS
10495 SW 72ND AVE SUITE 200
PORTLAND, OREGON 97224
TEL: 503.226.1285
FAX: 503.226.1870
WWW.CIDAINC.COM

DAIMLER

MADRAS PROVING GROUNDS
MADRAS, OREGON 97741

CIDA PROJ NO. _____

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is entered into by and between the **CITY OF MADRAS**, Oregon, an Oregon municipal corporation, hereinafter referred to as "City" and Economic Consultants Oregon, Ltd., an Oregon Corporation d/b/a EcoNorthwest, hereinafter referred to as "Consultant".

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

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

PROJECT TITLE: Madras Large Lot Industrial and Airport Facilities UGB Expansion, Phase 2

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

1. **Compensation.** The compensation for all Services to be performed under this Contract, including all out-of-pocket costs associated with such Services, shall be in the total amount of Twenty Three Thousand Two Hundred Fifty dollars ($23,250.00). City shall have no obligation to pay Consultant any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by City and Consultant.

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

3. **Assignment of Intellectual Property Rights.**

3.1 Definition. "Creative Work" means any work that Consultant creates or has created in connection with Consultant's services under this Contract.

3.2 Work Made for Hire. The Creative Work is, was, and will be specially ordered and commissioned for use by the City, and is a work made for hire for copyright purposes to the extent it qualifies as such under applicable law.

3.3 Assignment. Consultant assigns to the City Consultant's entire interest in the Creative Work, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property and proprietary rights in the Creative Work.

3.4 Moral Rights. Consultant assigns to the City any moral rights that Consultant may have in the Creative Work, and waives any right to assert any moral rights in any portion of the Creative Work.

3.5 Perfection. At the request of the City, Consultant will sign such documents and take such actions that the City deems reasonably necessary to perfect, protect, and evidence the City's rights in the Creative Work.

3.6 Electronic Files. Consultant will provide the City with copies of all Creative Work in their original and editable file formats.

4. **Personal Services.** City has selected Consultant based on its reputation and specialized expertise. Consultant shall not assign any or all of the Services to any other individual or entity without City's prior written consent.

5. **Term.** The term of this Contract shall commence on January 26, 2016 and terminate February 28, 2017, unless sooner terminated as provided herein.

6. **Independent Contractor; No Benefits.** Consultant is an independent contractor of City. Consultant will not be an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the

desired results. City will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, but not limited to, insurance, medical reimbursement, and retirement plans.

7. **Licenses.** Consultant will be solely responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to provide the Services.

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

9. **Taxes.** City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, but not limited to, income, social security, workers' compensation, and employment insurance taxes.

10. **Conflicts.** The signing and delivery of this Contract by Consultant and the performance by Consultant of all of Consultant's obligations under this Contract will not:

    (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant;

    (b) violate any law, judgment, or order to which Consultant is subject; or

    (c) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body.

11. **Insurance Required.** During the term of this Contract, and for a period of two years after the completion of the Services, Consultant will obtain and maintain, at Consultant's expense, in addition to any other insurance Consultant is required to obtain under this Contract, the following minimum

levels of insurance:

(i) Employer Liability Insurance with limits of not less than $500,000 per occurrence and $500,000 in the aggregate;

(ii) Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract. Combined single limit per occurrence shall not be less than $1,000,000, with an annual aggregate limit of not less than $2,000,000.

(iii) Automobile Liability Insurance with limits of not less than $500,000 combined single limit or split limits of $250,000 per person, $500,000 per occurrence and $250,000 property damage; and

(iv) Professional Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate coverage.

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

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

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

12. **Workers' Compensation Coverage.** Unless exempt, Consultant will have Worker's Compensation insurance in a form and amount sufficient to satisfy the requirements of applicable Oregon law. Worker's Compensation coverage will contain a waiver of subrogation in favor of City.

13. **Reporting of Payments.** City will report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service regulations.

14. **City of Madras Public Contract Provisions.** The applicable provisions of City of Madras Ordinance No. 808, and Exhibits "B" and "C" of Resolution No. 12-2006, setting forth standard provisions for public contracts are hereby incorporated by reference as if fully set forth herein.

15. **Indemnification.** Consultant will defend and indemnify City, and each present and future councilor, employee, officer, agent, and authorized representative of City for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, but not limited to, reasonable attorney's fees, resulting from or arising out of, whether directly or indirectly;

    (i) state or federal anti-trust violations,

    (ii) damage to persons or property caused directly or indirectly by Consultant (and/or Consultant's agents, employees, shareholders, or contractors),

    (iii) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or

    (iv) Consultant's breach or failure to perform any Consultant representation, warranty, covenant, or obligation contained in this Contract. Consultant's indemnification obligations provided in this Section 15 will survive termination of this Contract.

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

Consultant's business and perform the Services, including but not limited to the public contracting provisions set forth on the attached Exhibit "B".

17. **Termination.**

A. Termination by Mutual Agreement or City's Prior Notice. Notwithstanding anything contained in this Contract to the contrary, this Contract may be terminated at any time by the mutual written consent of City and Consultant. City may terminate this Contract without cause by giving 10 days' prior written notice of such termination to Consultant.

B. Immediate Termination for Cause. Notwithstanding anything contained in this Contract to the contrary, City may terminate this Contract immediately upon notice to Consultant upon the happening of any of the following events:

(i) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City;

(ii) Consultant fails to comply with any applicable federal, state, or local law, regulation, or ordinance;

(iii) problems occur in connection with Consultant's performance of the Services; and/or

(iv) Consultant breaches or otherwise fails to perform any obligation in this Contract.

C. Consequences of Termination. Upon termination of this Contract,

(i) City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, and

(ii) City will pay Consultant for that portion of the Services Consultant has performed and City has accepted prior to termination in accordance with this Contract. Termination

of this Contract by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.

18. **Remedies.** If a party fails to perform any of its obligations under this Contract, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Contract, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

19. **Arbitration.** Any dispute or claim that arises out of or that relates to this Contract, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Contract or the arbitration agreement, shall be resolved by arbitration before a single arbitrator in Madras, Oregon, in accordance with the then-current rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator –will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

20. **Non-Discrimination.** Consultant agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract when employed by Consultant. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

20. **Attorney Fees.** In the event litigation or arbitration is instituted to enforce or determine the parties rights or duties arising out of the terms of this Contract, the prevailing party will recover from the losing party reasonable attorney

fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

21. **Amendment.** Any modification or amendments to this Contract must be in writing and must be signed by both parties.

22. **Notice.** All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

If to City:

City of Madras
125 SW "E" Street
Madras, Oregon 97741
Attention: Nicholas Snead
Phone: (541) 323-2916
Fax: (541) 475-7061
Email: nsnead@ci.madras.or.us

If to Consultant:

ECONorthwest
222 SW Columbia, Suite 1600
Portland, Oregon 97201
Attention: Beth Goodman
Phone: (541)505-7203
Fax: (541)
Email: goodman@econw.com

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

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

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

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

DATED this 26th day of January, 2016.

CITY OF MADRAS:

_____

Date Signed: _____

CONSULTANT:

_____

Date Signed: _____

EXHIBIT A

SCOPE OF WORK

Task 1: Project Initiation

As an initial task, ECO will work with the city to identify an acceptable template or format for the land use application. City staff will provide ECO with the applicable decision criteria from the city and county comprehensive plans and development code. ECO will identify applicable state statutes and administrative rules.
After identifying the applicable decision criteria, we propose to develop an outline for the application. We strongly recommend that the city have its legal counsel review the outline with a specific focus on whether all applicable decision criteria are included. This is a key step since the criteria may vary depending on which approach the city chooses to justify needs (Task 2).
We will also discuss the scope of information necessary to provide a complete application—it may be possible to defer some of the analysis until the hearings and include that information in the findings of the decision.

Task 2: Airport Facilities

Task 2a. Needs Analysis

Steps for UGB expansion for Airport Operations Facilities:

1. Prepare and adopt a population forecast
2. Demonstrate a need for the public facility use and the reason such use must be located inside an urban growth boundary
3. Specify characteristics such as parcel size, proximity, or topography, necessary for land to be suitable for the identified need
4. Demonstrate that the need cannot be accommodated on land that is already inside the urban growth boundary

Portland State University released the final forecast for Jefferson County and Madras in June 2015.1 Those figures are the official coordinated population forecast for Madras and we are required to use them for this process. Much of the need justification for the Airport will be a public facilities need pursuant to Goal 11 (Public Facilities Planning).

Task 2b. Boundary Alternatives Analysis

The boundary alternatives analysis is required by Goal 14; the process is defined in OAR 660-024-0060. The steps, as generally outlined by DLCD, are as follows:

1. Start with amount of needed lands

2. Determine study area of candidate lands – categorize candidate lands under the four priorities of 197A.320(2) (urban reserve, exception and completely surrounded resource lands except for high-value farmland, marginal land, resource lands)

3. Look lands by priority (as defined in ORS 197A.320)

   A. Apply the following factors to exclude (or include lower priority) lands from the UGB:
      a. Exclude lands based that is impracticable to provide necessary public facilities or services (197A.320(2)(b)(A))
      b. Exclude land that is subject to significant development hazards (197A.320(2)(b)(B))
      c. Exclude land necessary for the long-term preservation of significant scenic, natural, cultural or recreational resources that requires limiting or prohibiting urban development (197A.320(2)(b)(C))
      d. Exclude land owned by the federal government and managed primarily for rural uses (197A.320(2)(b)(D))
      e. Include land designated as an urban reserve (197A,320(2)(c)(A))
      f. Include land designated as an acknowledged exception (197A,320(2)(c)(A))
      g. Include land designated as marginal land (197A,320(2)(c)(B))
      h. Include land that is designated for agriculture or forest uses in the acknowledged comprehensive plan that is not predominantly high-value farmland, as defined in ORS 195.300, or does not consist predominantly of prime or unique soils (197A,320(2)(c)(C))
      i. Include land that is designated as agricultural land in an acknowledged comprehensive plan and is predominantly high value farmland and select as much of that land as necessary to satisfy the need for land (197A,320(2)(c)(D))
      j. Include land that contains a small amount of resource land that is not important to commercial agricultural enterprise, where the land is to necessary connect a nearby and significantly larger area of land of higher priority for inclusion within the urban growth boundary (197A,320(5)
      k. Include land contains a small amount of resource land that is not predominantly high-value farmland or predominantly made up of prime or unique farm soils and the land is completely surrounded by land of higher priority for inclusion into the urban growth boundary (197A,320(5)

l. Exclude lands based upon analysis of comparative ESEE consequences (Goal 14, boundary location, factor 3)
m. Exclude lands based upon analysis of compatibility with agricultural & forest activities (Goal 14, boundary location, factor 4)

B. If the amount of land remaining after exclusions greater than the amount of needed lands, then apply the following factors to pick and choose among the land remaining after exclusions:
   a. Efficient accommodation of identified land needs (goal 14, boundary location, factor 1)
   b. Orderly and economic provision of services (goal 14, boundary location, factor 2)
   c. Comparative ESEE consequences (goal 14, boundary location, factor 3)
   d. Compatibility with agricultural and forest activities (goal 14, boundary location, factor 4)

ECO will conduct a preliminary boundary analysis as part of the application. The intent is to provide enough detail for reviewers to understand the key arguments and provide meaningful comment on the application.

Task 3: Large Lot Industrial Site

Task 3a. Analysis (City of Madras Task)

The needs analysis is a foundational requirement. The process is described in OAR 660-024-0035 and the Intergovernmental Agreement (IGA). If the City completes the "analysis" required by OAR 660-024-0045(2) and submits it consistent with the process descried in the IGA, then it has meet the justification of land need as stated in OAR 660-024-0035(5). The City will complete all work related to this task. ECO will be available for technical support.
A comprehensive list of steps for UGB expansion for Large Lot Industrial site is included in Table 1 (Task 1). The steps that follow pertain to requirements related to the needs analysis:

- Submit the "analysis" described in OAR 660-024-0045(2)(a) and IGA Item 3(f) to the Central Oregon Intergovernmental Council (COIC) for the proposed to be considered a regional large lot industrial site through the Regional Large Lot Industrial Program. Consistent with the OAR 660-024-0045(2)(a) and the IGA section 3, cities must include documentation that the site complies with the LLA and related requirements, and the needed site characteristics. IGA section 3(N) outlines the requirements for the analysis:

  Participating cities shall submit to COIC documentation that the proposed large lot site complies with the LLA and OAR 660-024-0045. The site submission materials must include:

1. Vicinity map and site map;
2. Site acreage;
3. Description of the site's current development status and zoning;
4. Description of the site dimensions including slop and description of any unique geographic features;
5. A statement on the site's infrastructure and utility serviceability;
6. Description of the site in relation to the UGB;
7. If outside the UGB, the proposal must include an analysis documenting that other lands located within the UGB are not available and/or suitable for the Large Lot Industrial Program;
8. Evidence that the property owner is a willing Large Lot Industrial program participant and will accept site restrictions;
9. Letters of support from Economic Development for Central Oregon and Business Oregon; and
10. Evidence of coordination with County.

The analysis must also identified needed site characteristics as defined in OAR 660-009-0005(1).

- COIC verification site is eligible for RLLI. This includes the following steps (IGA Item 3(H):

1. The proposed site is located in Crook, Deschutes or Jefferson Counties
2. The proposed site is 50 acres or larger in size. The site will be determined to be 50 acres or larger if it is:
    a. A single lot or parcel that is at least 50 acres
    b. An aggregation of existing lots or parcels under the same ownership that comprises at least 50 acres, or
    c. An aggregation of existing lots or parcels not in the same ownership created and maintained as a unit of land comprising at least 50 acres through a binding agreement among the owners.
3. The proposed site is determined to be "available," as the term is defined in OAR 660-009-0025(7)
4. The proposed site provides the site characteristics necessary for traded sector uses as set forth in the LLA.
5. The city demonstrates that the site was identified through conducting an analysis consistent with requirements contained in OAR 660-024-0045(8) (a) and (b).

Task 3b. Boundary Alternatives Analysis

The boundary alternatives analysis is required by Goal 14; the process is defined in

OAR 660-024-0060. The steps, as generally outlined by DLCD, are as follows:

1. Start with amount of needed lands

2. Determine study area of candidate lands – categorize candidate lands under the four priorities of 197A.320(2) (urban reserve, exception and completely surrounded resource lands except for high-value farmland, marginal land, resource lands)

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   d. Compatibility with agricultural and forest activities (goal 14, boundary location, factor 4)

Note that the OAR 660-024-0045(2) analysis will address the requirement that the City demonstrate that the need cannot be met on existing land within the UGB. ECO will conduct a boundary analysis as part of the application. The intent is to provide enough detail for reviewers to understand the key arguments and provide meaningful comment on the application.

Task 4: Transportation Analysis

Kittelson and Associates will perform the transportation analysis described in Attachment 1 of this scope of work.

- Task 4.1: Preparation of a formal Transportation Planning Rule (TPR) analysis that addresses the criteria listed in OAR 660-12-0060.
- Task 4.2 Provide project support for additional coordination items, team meetings, and public hearings.

Task 5: Draft Application

We will work closely with staff in preparing the application and will submit sections for review as we complete them. ECO will work closely with staff in addressing comments and revisions. Because this is a UGB action, it will require both City and Jefferson County approval. To the extent practicable, we recommend the City coordinate joint Planning Commission hearings and joint City Council/County Board of Commissioner hearings. ECO staff will be available to attend three in-person meetings or hearings in Madras.

Map 1. Proposed areas for UGB expansion, Madras Airport

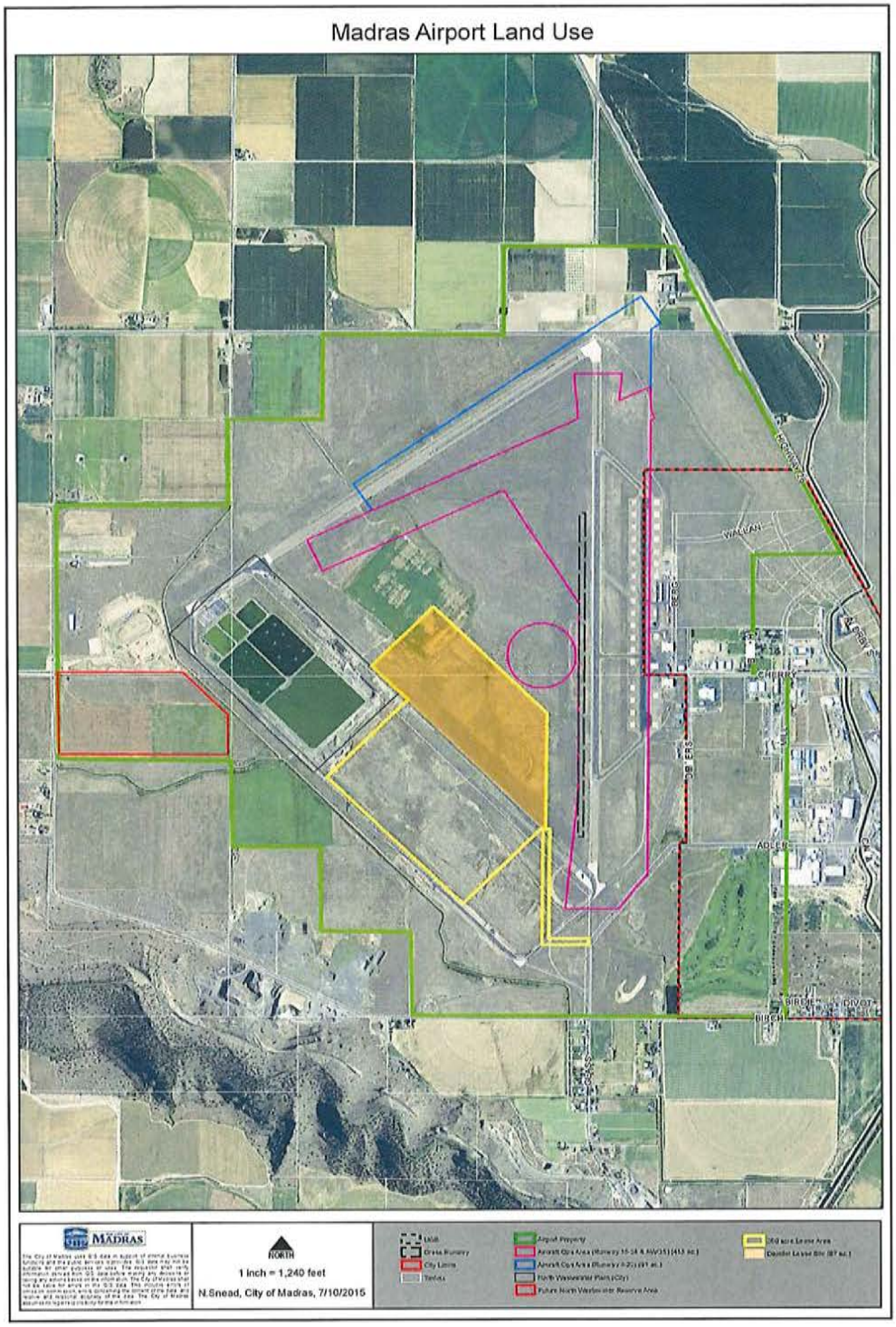


EXHIBIT B

PUBLIC CONTRACTING PROVISIONS

Consultant will comply and perform the Services in accordance with the Regulations (as defined below). Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each and every obligation applicable to Consultant and/or the Contract under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Section 3, the term "Regulation(s)" means any and all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to or concerning, whether directly or indirectly, Consultant, the Contract, and/or the Services, including, without limitation, any and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

ECONorthwest
ECONOMICS • FINANCE • PLANNING

DATE: January 5, 2016
TO: Nick Snead
FROM: Beth Goodman and Bob Parker
SUBJECT: SCOPE OF WORK: MADRAS LARGE LOT INDUSTRIAL AND AIRPORT FACILITIES UGB EXPANSION, PHASE 2

The City of Madras is embarking on an urban growth boundary (UGB) expansion for a large-lot industrial site using the Regional Large Lot Industrial rule (OAR 660-024-0045) and to bring a portion of the Madras Airport into the UGB. Madras contracted with ECONorthwest on Phase 1 of this project, which involved preparing an analysis of candidate large-lot industrial sites to the Central Oregon Intergovernmental Council (COIC) for consideration (i.e., the "analysis" described in OAR 660-024-0045(2)(a).

This memorandum presents the scope of work for Phase 2 of this project, developing findings that demonstrate goal compliance in support of the expansion of Madras' UGB for a large-lot industrial site and to bring public facilities at the Airport. The City wants to expand the UGB for two reasons: (1) to provide a large-lot industrial site for employment development, consistent with the findings of the *Central Oregon Large Lot Industrial Land Needs Analysis* (November 20, 2012) and OAR 660-024-0045; and (2) to bring Airport facilities into the UGB to give the City more direct control of management of the City's airport facilities. This proposal assumes that the City separates the UGB expansion into two actions, one for the large-lot industrial site and one for the Airport facilities. While the UGB expansion will occur as two discrete land use actions, the findings supporting UGB expansion will be presented in one document and the hearings for the expansion for both actions are expected to occur together.

One of the City's goals for this fiscal year (FY 16) is to proceed with the UGB amendment and annex the properties. The process will be initiated by the Madras Planning Commission. The Airport portion will be justified as a public facility need. The large lot will be justified under the Regional Large Lot Industrial (RLLI) rule (OAR 660-024-0045) and involves a complicated, multi-step process that requires review by Central Oregon Intergovernmental Council (COIC), both city and county hearings and approval, as well as acknowledgement by the state. Staff expects to have a hearing with COIC in winter 2016 and expects to begin local hearings in late spring 2016.

Table 1 summarizes the RLLI review process as ECO understands it. A key consideration for this effort is paying close attention to the process steps and identifying the sequence of decisions. The City has taken some of the preliminary steps that lay the required groundwork for this process. This project focuses on items 5 through 7 of the process below.

Table 1. Required Review Steps in RLLI Process

Step	Authority	Parties involved
1. Adopt regional EOA (LLA)	Goal 9, OAR 660-009; defined as LLA in IGA 1	Crook, Deschutes, Jefferson County; DLCD
2. Develop and adopt IGA outlining RLLI framework (the Program)	OAR 660-024-0045	COIC; Crook, Deschutes, Jefferson County
3. Local adoption of IGA	OAR 660-024-0045	City of Madras
4. Adopt relevant portions of LLA pertaining to short-term supply	IGA 3(L)	City
5. Submit 660-024-0045(2)(a) "Analysis"	OAR 660-024-0045; IGA 3(F) and 3(G) and 3(N)	City of Madras, COIC
6. COIC review and adoption of Analysis (Board recommendation)	IGA Item 3(H) and 3(J)	COIC
7. Division 24 and ORS 197A.320 findings	OAR 660-024; ORS 197A.320; IGA Item	ECONorthwest/City
8. County coordination	IGA 3(M)	City/Jefferson County
9. Develop and apply industrial holding zone to site	IGA 3(R)	City
10. Develop zoning regulations for site after annexation	IGA 3(S)	City
11. Sign development agreement with property owner	IGA 3(T)	City/property owner

ECO's role in this process is twofold: (1) to develop the Division 24 and ORS 197A.320[1] findings for both the large lot and airport expansions; and (2) to provide advice to the City as it works through the steps in the RLLI process.

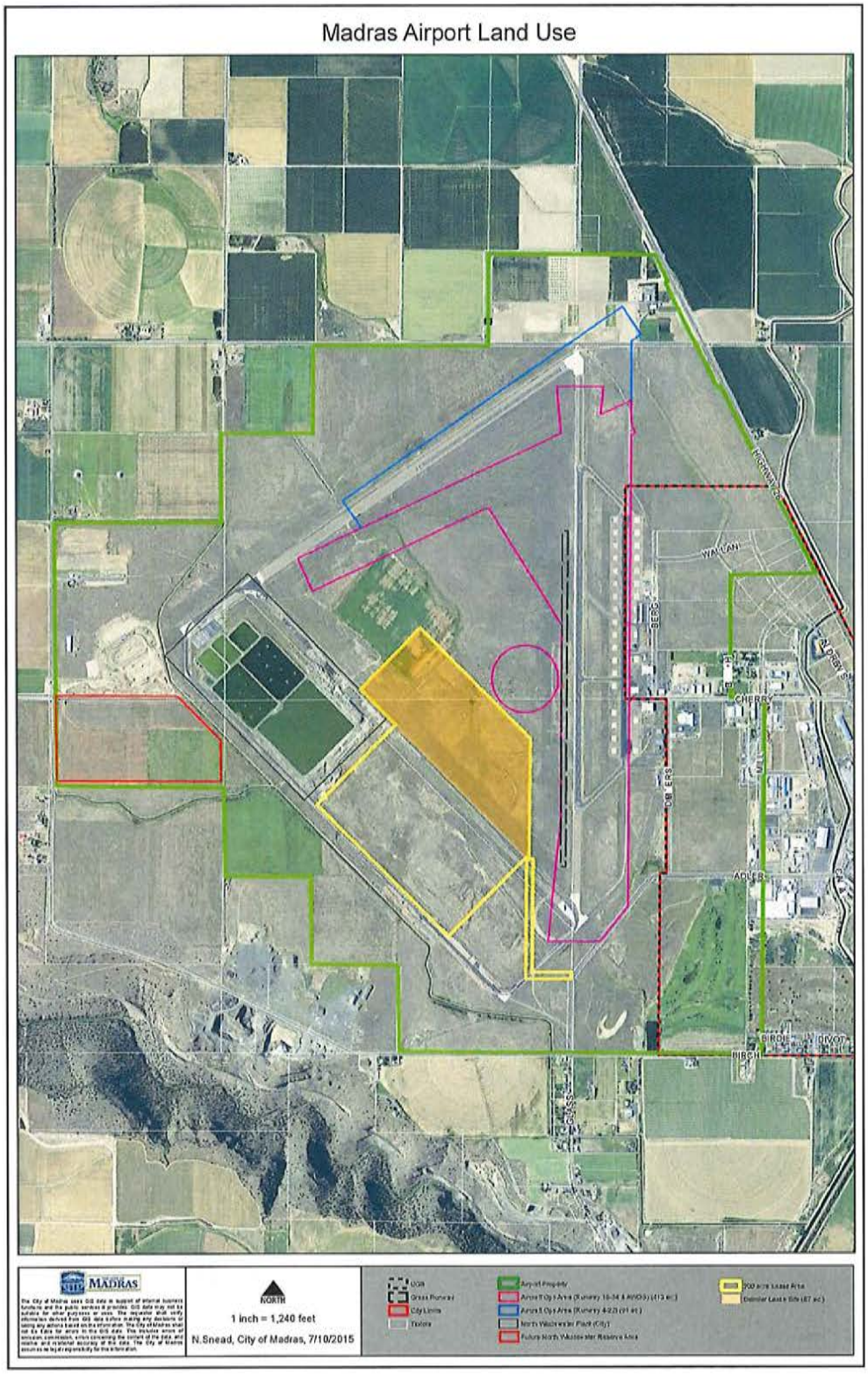
As an initial step, the City consulted with the state Department of Land Conservation and Development (DLCD) on what the city would be required to do to show compliance with the statewide land use planning program. Any UGB amendment is a complicated process that must include two key elements: (1) a needs analysis; and (2) a location analysis. Essentially, the burden of proof is on the city to demonstrate that the land is needed in that specific location.

The City requested that ECONorthwest (ECO) prepare a work program and budget for assistance with preparing the application. Map 1 shows the Madras Airport. The City is proposing to bring the following areas into the UGB:

- The proposed large lot industrial site is outlined in yellow. This area may change, as a result of an upcoming wetlands delineation.
- Airport Operations Areas are outlined in pink and blue.

[1] ORS 197A.320 takes the place of ORS 197.298 as the priority scheme as of January 1, 2016. This process will need to use the revised priority scheme from ORS 197A.320.

Map 1. Proposed areas for UGB expansion, Madras Airport



Work Program

The work program that follows is based discussions with Nick Snead, Madras Community Development Director. Implementation of the work program will result in a document addresses all of the applicable criteria in the level of detail required for the findings that support the decision. The findings will ultimately be adopted into the record as the findings of fact supporting the UGB amendments. City of Madras staff are developing the submittal for COIC consideration (e.g., the analysis described in OAR 660-024-0045(2)) . ECO will work with staff to prepare as comprehensive an application as possible within the time and budget constraints.

Task 1: Project Initiation

As an initial task, ECO will work with the city to identify an acceptable template or format for the land use application. City staff will provide ECO with the applicable decision criteria from the city and county comprehensive plans and development code. ECO will identify applicable state statutes and administrative rules.

After identifying the applicable decision criteria, we propose to develop an outline for the application. We strongly recommend that the city have its legal counsel review the outline with a specific focus on whether all applicable decision criteria are included. This is a key step since the criteria may vary depending on which approach the city chooses to justify needs (Task 2).

We will also discuss the scope of information necessary to provide a complete application—it may be possible to defer some of the analysis until the hearings and include that information in the findings of the decision.

Task 2: Airport Facilities

Task 2a. Needs Analysis

Steps for UGB expansion for Airport Operations Facilities:

1. Prepare and adopt a population forecast
2. Demonstrate a need for the public facility use and the reason such use must be located inside an urban growth boundary
3. Specify characteristics such as parcel size, proximity, or topography, necessary for land to be suitable for the identified need
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Portland State University released the final forecast for Jefferson County and Madras in June 2015.[2] Those figures are the official coordinated population forecast for Madras and we are required to use them for this process. Much of the need justification for the Airport will be a public facilities need pursuant to Goal 11 (Public Facilities Planning).

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[2] http://www.pdx.edu/prc/region-1-documents

nearby and significantly larger area of land of higher priority for inclusion within the urban growth boundary (197A,320(5)

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Task 3: Large Lot Industrial Site

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A comprehensive list of steps for UGB expansion for Large Lot Industrial site is included in Table 1 (Task 1). The steps that follow pertain to requirements related to the needs analysis:

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  3. The proposed site is determined to be "available," as the term is defined in OAR 660-009-0025(7)
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- Task 4.2 Provide project support for additional coordination items, team meetings, and public hearings.

Task 5: Draft Application

We will work closely with staff in preparing the application and will submit sections for review as we complete them. ECO will work closely with staff in addressing comments and revisions. Because this is a UGB action, it will require both City and Jefferson County approval. To the extent practicable, we recommend the City coordinate joint Planning Commission hearings and joint City Council/County Board of Commissioner hearings. ECO staff will be available to attend three in-person meetings or hearings in Madras.

Schedule and Budget

The city desires a draft application by the late June or July 2016 Planning Commission meeting. The application will need to be complete prior to the meeting so it can be included in the meeting packet.

ECO proposes to complete this project on a time and expenses basis for a fee not to exceed $16,000. Kittelson's proposed fee is: Task 4.1 $4,250 and Task 4.2 up to $3,000.

To manage the budget and schedule, ECO proposes regular check-ins with the Community Development Director. We also request the City engage the city's legal counsel in determining the specific need strategy and reviewing the draft application.

CITY OF MADRAS
Request for Council Action

Date Submitted:	January 20, 2016
Agenda Date Requested:	January 26, 2016
To:	Madras City Council
Through:	Gus Burril, City Administrator
From:	Nicholas Snead, Community Development Director
Subject:	**Approval of Letter of Support to Central Oregon Intergovernmental Council for Madras Regional Large Lot Industrial Site Application.**

TYPE OF ACTION REQUESTED: (Check One)

[ ]	**Resolution**	[ ]	**Ordinance**
[X]	**Formal Action/Motion**	[ ]	**Other**
[ ]	**No Action - Report Only**		

OVERVIEW:

In 2013 the Central Oregon Large Lot Industrial Needs Analysis was completed which established the need for several large industrial sites throughout Central Oregon. This unique needs analysis allows eligible cities designate a Large Lot Industrial site. In many cases, a Large Lot Industrial Site cannot be designated within a city's existing Urban Growth Boundary (UGB) and therefore would enable a city to expand their UGB to accommodate this need (Exhibits A & B).

The City of Madras would like to designate the Daimler Truck Durability Test Facility as a Large Lot Industrial site. In doing so the City is required to submit an application to the Central Oregon Intergovernmental Council (COIC), whom is the regional coordinating body for the Central Oregon Large Lot Industrial Needs Analysis, and will make a determine if the City's proposal is consistent with the requirements of the Central Oregon Large Lot Industrials Needs Analysis. The COIC determination is needed prior to the City and Jefferson County holding formal public hearings on the proposal.

Accordingly, staff is assembling the components of the COIC application. One of which is a Letter of Support from the owner of the property for which the Large Lot Industrial site will be designated. The City owns and operates the Madras Airport where Daimler Truck Durability Test Facility will be located. As such, staff requests the City Council authorize the Mayor to sign the Letter of Support to the COIC for the designation of a Large Lot Industrial Site.

SUMMARY:

A. **Fiscal Impact:** There is no cost for the Letter of Support.

B. **Funding Source:** Not Applicable.

C. **Explanation of Impact:** Formal action by the City Council will authorize the Mayor to sign a Letter of Support for the City's application to the Central Oregon Intergovernmental Council to designate the Daimler Truck Durability Test Facility as a Large Lot Industrial Site.

D. **Supporting Documentation:**

- Letter of Support
- Exhibits A & B of Daimler Site

STAFF RECOMMENDATION:
That City Council authorize the Mayor to sign the Letter of Support to the COIC for the designation of a Large Lot Industrial Site.

THE CITY OF MADRAS

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

January 20, 2016

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

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

Chair Carr,

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

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

The City has reviewed the Central Oregon Regional Large Lot Industrial Site Needs Analysis and would like to utilize this unique Needs Analysis to expand the City's UGB to include the Daimler truck durability test facility. Specifically, the City of Madras would like to designate one of the two 100-200 acre Regional Large Lot Industrial site allocated to the region in the short-term[1]. At this time the City would like to designate a 200 acres site at the Madras Airport as Regional Large Lot Industrial site (see Exhibits A & B). The size of the site will not exceed 200 acres however the results of a March 2016 wetlands survey may reduce the size of the site.

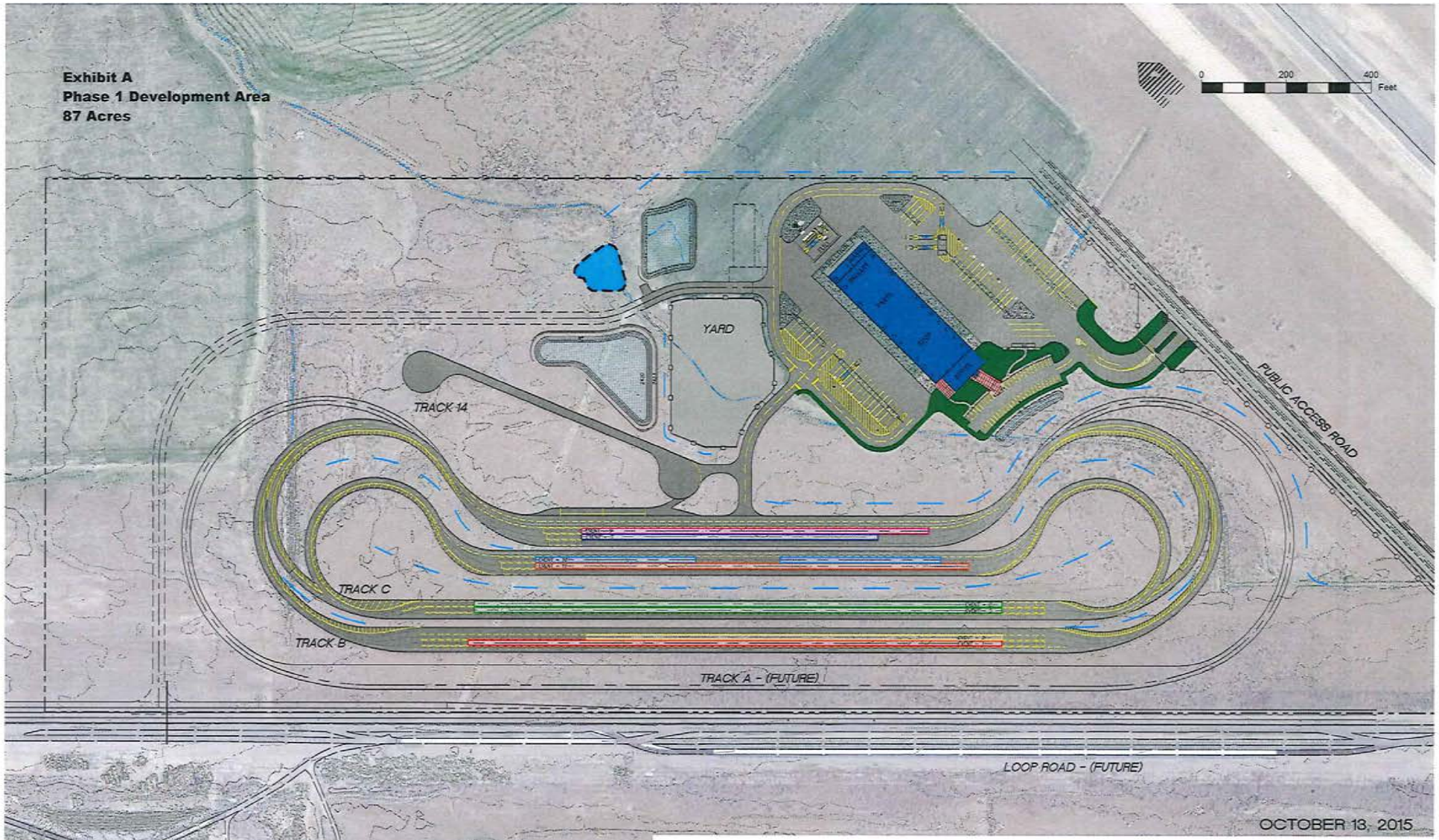
[1] Central Oregon Large Lot Industrial Needs Analysis, page 60.

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

Thank you for your consideration!

Sincerely,

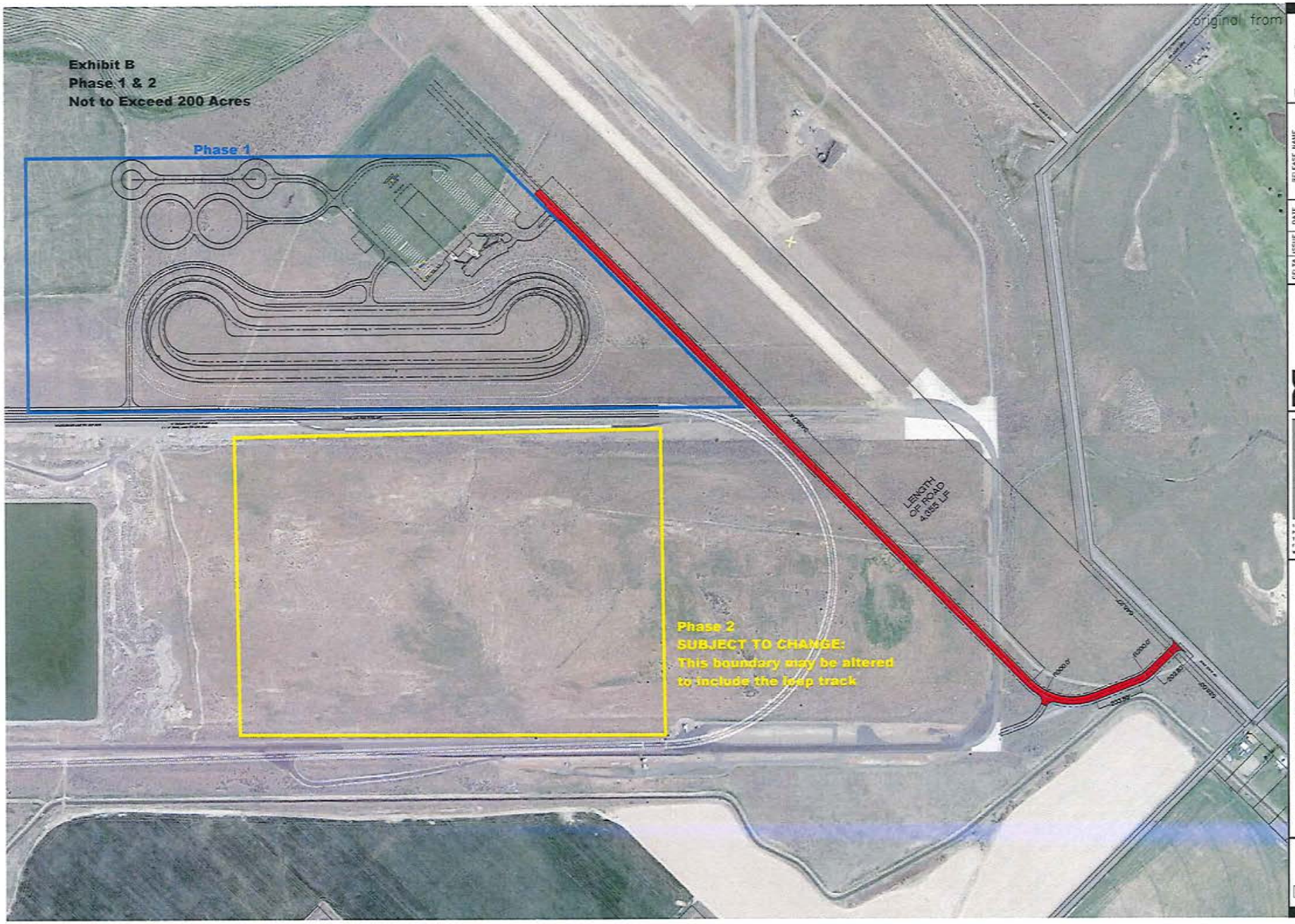
Royce Embanks
Mayor



DAIMLER

CIDA
ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS
15895 SW 72ND AVE SUITE 200
PORTLAND, OREGON 97224
TEL: 503.226.1285
FAX: 503.226.1670
WWW.CIDAINC.COM

DAVID EVANS AND ASSOCIATES INC.
2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663



REGISTERED PROFESSIONAL ENGINEER
OREGON
EXPIRES

DELTA	ISSUE	DATE	RELEASE NAME

DAVID EVANS AND ASSOCIATES INC.
2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663

CIDA
ARCHITECTURE
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DAIMLER

MADRAS PROVING GROUNDS
MADRAS, OREGON 97741

CIDA PROJ NO.

ADDITIONAL PACKET INFORMATION

Karen Coleman

From: Gus Burril
Sent: Wednesday, January 20, 2016 12:37 PM
To: Karen Coleman
Subject: FW: Madras DMV - Change of Days
Attachments: 16-008MadrasDMVhoursChange.pdf

Karen,

Please add the email below and attachment to the Councilor's meeting packet for FYI notice (or separate direct email if you feel that is more effective). Thank you.

Gus

From: TAZUMAL Carla J [mailto:Carla.J.TAZUMAL@odot.state.or.us]
Sent: Wednesday, January 20, 2016 11:03 AM
To: Gus Burril
Subject: Madras DMV - Change of Days

Gus,

Thank you for taking the time to meet with me and Terri Anderson, Customer Service Manager for the Redmond, Madras, and Prineville DMV offices regarding changing the days of service in Madras. DMV has decided to implement this change March 1 rather than February 1, as was initially discussed, in order to ensure adequate notice can be provided to the local community.

Below this email message I have included a summary of the information regarding the plan to move from 5 days of service to 3 days of service at the Madras DMV. I have also attached the draft news release that will soon be shared publically with the media by our communications officer.

Please feel free to share this information with others who may be interested, and to contact me if any further concerns or questions arise.

Respectfully,
Carla

Carla Tazumal

DMV Central Region Manager
Phone: (541)726-0779
Cell: (541)206-0019
Fax: (541)726-2890
carla.j.tazumal@odot.state.or.us

DMV DAYS OF SERVICE IN CENTRAL REGION

Planned Change:

- Effective March 1, 2016, the Madras DMV will change from 5 days of service to 3 days of service: open Tuesday through Thursday; closed Monday and Friday.
- Services and the opening and closing hours will remain the same: open 9:00 – 5:00; closed 12:30 – 1:30 for lunch.

- On Mondays and Fridays, Madras staff will shift to the Bend and Redmond field offices.

Purpose:

- A more efficient and effective use of state resources.
- The wait times experienced by customers served by the DMV in offices across Central Oregon will be better balanced.
- Maintain ability to continue serving existing customers in Madras, while reducing wait times at the larger Redmond and Bend offices.

Additional Information:

- Bend and Redmond customers have been experiencing high wait times as a result of the increasing population. Staffing levels have not increased.
- Deschutes County (Bend and Redmond) has grown faster than the statewide average.
- Mondays and Fridays are typically the busiest days of the week.
- The 2 employees assigned to Madras will be able to serve the same number of customers over 3 days as they have been doing with 5 days.
- Customers who usually go to the Madras office can access local services at the nearby Bend and Redmond offices on Mondays and Fridays.

Oregon Department of Transportation

NEWS RELEASE

Driver and Motor Vehicles Division

Jan. 22, 2016
16-008

More Information:
David House, 503-945-5270

Madras DMV to change business hours as of March 1

The Madras DMV office will be open Tuesday-Thursday as of March 1

The Madras DMV Field Office will be open three days a week instead of five starting March 1. Business hours will remain the same: 9 a.m. to 5 p.m., closing from 12:30-1:30 p.m. for lunch.

The change will help rebalance staff levels to better match customer volume at DMV's Central Oregon locations, primarily Bend and Redmond.

DMV constantly monitors wait times and customer volumes across its 60 field offices and occasionally adjusts hours and staff assignments. Several small offices with only one or two staff members are open fewer than five days a week, such as La Pine, which is open on Thursdays only.

Offices also occasionally are closed or operated on reduced hours due to inclement weather or staff availability – often both in the winter in Central Oregon.

Anytime you need DMV services, DMV suggests that you visit OregonDMV.com before visiting a field office in person to make sure you have everything you need. You can complete some DMV business online – such as renewing vehicle registration – or find out how to make your visit as efficient as possible. Or you can call DMV Customer Assistance – (541) 475-3382 in the Madras area.

###ODOT###

THE CITY OF MADRAS

125 S.E. "E" Street, Madras, OR 97741 Telephone (541)475-2622 – Fax (541)475-1038

City of Madras
Airport-Industrial Site Committee
General Aviation Building
2028 NW Airport Way

October 15, 2015
4 P.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order at 4:00 by Chair Royce Embanks at the General Aviation Building 2028 NW Airport Way

MEMBERS PRESENT

Bill Randolph, Gordon Nicholson, Tom Hansen, Ed Fuller, Mike Folkestad, Royce Embanks, Rob Berg, and Tom Brown

STAFF MEMBERS PRESENT

Jeff Hurd; Public Works Director, Gus Burril; City Administrator, and Michele Quinn; Public Works Administrative Assistant

II. CONSENT AGENDA

A. Approval of agenda
B. Approval of minutes for the September 17, 2015 meeting

A motion was made by Mike Folkestad; seconded Tom Hansen to approve the September 17, 2015 Consent agenda motion carried unanimously.

III. Visitor Comments

IV. New Business

V. Project Updates

A. Connect Oregon V "Runway Rehabilitation Project"

Rob Berg told the Committee that the runway is complete; I have met with High Desert this week about the issues on the striping. We have had two pilot complaints about not being able to see the striping. So I flew the runway at night I have to agree that the striping is hard to see. We have contacted our consultant on the issue and they have

The City of Madras is an Equal Opportunity Provider

contacted the general contractor and the painting contractor. Everybody agrees that it needs to be fixed. Now they are trying to figure out who is going to fix it whether it is a paint problem or applicators problem. We will get what we paid for that is why we have punch lists and check out times. The fuel tanks are up and running they have been for about two weeks. There is still some painting and general clean-up that needs to be done, but the system is up and operational and working wonderfully.

The pavement apron expansion in front of the museum started yesterday. We have a notum out right now the north taxiway is closed. It will reopen tomorrow at 5:00 the will move the equipment away for the weekend. It will close again next week and they will finish up the project. They have a deadline of October 30, 2015 to have the project complete. The painting on 4-22 has been painted thanks to the Pavement Maintenance Program.

Mike Folkestad asked if they spec a brand for the reflective paint?

Rob Berg answered yes they put all the specifications that the paint has to meet with the reflectivity and the glass beads. I don't think they are allowed to spec a specific brand.

B. Project MPG

Jeff Hurd told the Committee that Daimler is expected to break ground in January with their improvements. The City has grant funding in place $150,000.00 from IFA and $880,000.00 through IOF. We have the executed agreement back from IFA we are expecting to receive the agreement from IOF any day. We have selected a Design Consultant for the road project which is Century West. I met with them earlier today to start the scope of the project. They are ready to go as soon as we can issue notice to proceed from the grant funding. The City is doing the subgrade work for the roadway. We have a lot to do as soon as I can get design of the road profile then we will get going. Also met with Daimler this morning they are doing a three lane improvement to the existing track. We met with them and Knife River and walked the track for what they are proposing to do. They are going to come in and on the east side of the track they will cut down the sub grade. They are going build that up and build the track with 10 inches of rock and 6 inches of pavement so they have a 3 lane section. I think they are planning on starting that work a week from Monday.

Rob Berg asked about the access road that the farmers use will they move that over to the east.

Jeff Hurd said I don't think they are going to take all of it, but we met and they will miss the irrigation line. They should be submitting plans that show everything.

Gus Burril said it will be 87 acres on the inside we set it back away from the grass runway so we are not affecting that or the Airport Master Plan.

The Committee discussed who will be naming the road that will be built as a result of the project.

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C. Connect Oregon VI Potential Projects

Gus Burril told the Committee that they talked to City Council Tuesday night there is a current opening for project calls. They are due November 20, 2015 and we are just finishing up ConnectOregon V this fall. Historically when we have gone we have gone with Butler Aircraft, or with the railroad Wilbur Ellis, and the latest round the Erickson Group. Right now we don't have a company that is under an air scenario that will add jobs or move here. So right now we don't have a project picked out to move forward, we are still open if a company moves forward. We have the helicopter group and some others knocking on the door.

Rob Berg commented that they were back last week they flew in here for fuel they had a couple of their operating managers with them. This is a company that is currently operating heavy helicopters in California that would like to move out of California. We have met with them before so when they showed up we talked a little and we toured the airport. I told them if we have some desire from you and a letter of intent we can do a lot of different things, but we can't build thins speculatively if they might want to show up. I expressed to them the deadlines and they were going back to a meeting.

Gus Burril said we are fishing but we might be out of sequence in timing things.

The Committee discussed all that has been done on the Airport Master Plan.

D. Grass Runway

Gus Burril told the Committee that they met with the Erickson Group two to three weeks ago. I have sent language over to them we are getting down to watering. They wanted to know how to water. Ideally they would like not to have to water with Deschutes Valley Water. We met with Mike and also Tom and Royce and what about considering transferring City water rights to them. We investigated with Keith and we can transfer some farm water to them. Mike ideally wanted the plant water we generally give that away but the golf course has first right to that water. It is in their court with that language and we will see what they want.

Jeff Hurd said we have met on site with North Unit on how we can irrigate the Grass Runway, between Kurt Holcomb, Lee Baggett, and myself we have come up with a way to water. We are running it by FAA because it is a holding pond. With North Unit when you order water you have to order for 24 hours so you have to be able to hold. They only want to water at dark but they have to take all their 24 hour water. So you either have to have a pond to hold the rest of your water or you continue to irrigate. What we have been trying to do is figure out how we can do that. We can do a holding pond but then you are in the approach path of the runways. You could do a holding pond and fill it with big rocks so there is no surface water. The other option is to make the pond and net it, or if that doesn't work we can try and convince North Unit to allow us to meter directly thereafter. Then we have to figure out what we are going to do with the rest of the water when we order.

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VI. ADDITIONAL DISCUSSION.

- Royce Embanks told the Committee that we had a Solar Eclipse meeting at the City with all the major players that will be involved with that event. There is a plan being put together we would like to have everything planned by 2016.

  Mike Folkestad commented that the people from Crooked River Ranch would like to be involved to provide RV Spaces and accommodations.

  The Committee discussed where the best place is going to be for Solar Eclipse totality.

- Jeff Hurd said that the J Street ribbon cutting should be end of November.

VII. ADJOURN

Meeting Adjourned at 4:36

Respectfully Submitted

Michele Quinn

Michele Quinn
Public Works Administrative Assistant

The City of Madras is an Equal Opportunity Provider

THE CITY OF MADRAS

EST. 1910

2017 Solar Eclipse Action Committee Meeting
City Hall, Council Work Room – 125 SW E Street
Madras, Oregon 97741

December 14, 2015 **Meeting Notes** **11:00 to 1:00 p.m.**

Attendance: Bill Montgomery, City Councilor; Lysa Vattimo, Airshow of the Cascades; Kelly Simmelink, Identity Zone; JR Brooks, Identity Zone; Roman Weil; Gus Burril, City of Madras; Sandy Forman, Fairgrounds; Tom Brown, City Councilor; Jeff Hurd, City of Madras; Mark Carman, Jefferson County Emergency Mngt; Tanner Stanfill, Madras PD; Sara Puddy, City of Madras; Joe Krenowicz, Chamber of Commerce; Darryl Smith, Jefferson County 509J School District; Jeff Rasmussen, Jefferson County.

- Roman Weil presented the committee with Solar Eclipse 2017 posters that he had made for Madras and other jurisdictions

- Considerations for visitors – eclipse mountain view vs. no mountain view and whether or not that matters to the visitor makes a difference where that person decides to settle for the viewing itself

- *Vision Protection Discussion:*
    - Know what city involvement plants to be (if anything) within six months prior to event
    - Opportunity to promote local business
    - City's TRT funding budget potentially for materials that would have to include vision protection and any other promotional materials, etc.
    - Committee discussion on how to distribute these sunglasses (identity zone will look into this topic and identify potential strategies)

- *Parking Discussion:*
    - Ticket sales
        - www.altitudetickets.com
        - Consider vendor used for Airshow of Cascades

    - Need to finalize parking exhibits
        - Work with fairgrounds, school district and drag strip

    - Filter information regarding parking reservations to master website via link from independent website links (i.e. City and the Chamber will have links on their homepages that can be clicked for more information that will redirect them to one common Solar Eclipse 2017 site managed by Chachka Group.

- *Committee discussion about categorizing parking reservations into four potential reservation types:*
    - Hookup capabilities
    - Dry camping
    - Butte-block view
    - Mountain view

- Need to identify Desert Peaks Clubhouse availability (need map)
- Can add non-profit/community organizations parking reservation availability to the website map when they can be identified and confirmed available.
- Committee discussed whether or not to offer transit for people wanting/needing to park in one location but view the eclipse from another location, and the logistics and challenges associated with that service. The committee agreed that that would likely not occur.

- *Event Planning Coordinator Discussion:*
    - Committee discussed the challenges with soliciting for a professional firm to bid on the event request issued by the City the month prior.
    - Discussion around budgeting accordingly to bring someone on to help manage and coordinate the event, and to look more locally for someone with the credentials that can offer these services for the event.
    - The committee discussed reaching out to Pacific Northwest colleges and university programs to see if there is intern interest to assist.
    - The committee agreed that getting the website up and running is critical to start bringing in parking accommodations and revenue to help offset costs associated with securing an event coordinator.

- *OMSI Involvement Discussion:*
    - Discussion about OMSI's desire to sell parking tickets, food and the duration they are interested in managing the event from the City's airport facility
    - Need to establish how city rates will be determined and what all is included in that rate (i.e. what responsibilities OMSI has as part of that rates)
    - More details TBD

- *National Guard Assistance Discussion:*
    - Police Chief Stanfill updated the group that the National Guard will not be available to assist Madras for the event, but that he will look into how we might be able to set up a training event around the solar eclipse event.

- *Next Meeting:*
    - Available budget for next six months (end of June 2016 fiscal year)
    - Determine Chachka Group website design and maintenance cost
    - Try to finalize parking exhibit and number of parking reservations
    - Have a better understanding of interest for an event coordinator

- **Next Meeting is scheduled for Monday, January 11, 2016 from 11 a.m. to 1 p.m. at City Hall (lunch provided)**

THE CITY OF MADRAS

EST. 1910

City of Madras, 125 SW E Street, Madras, OR 97741. Tel. (541) 475-2344 Fax (541) 475-1038

City of Madras Employee Safety Committee Meeting Minutes
City Hall – 125 SW "E" Street
Madras, OR 97741
July 9, 2015 Meeting

1. Call to Order
   The City of Madras Employee Safety Committee meeting was called to order by the Committee Chair, Brandie McNamee, at 8:05 a.m.

   Members in Attendance were: Sara Puddy, Brandie McNamee, Jon Burchell, Jeremy Stachowski, and Wray Harris.

2. Consent Agenda.
   a. Adoption of Agenda
   b. Approval of Minutes from June 6, 2015 meeting

   A motion was made by Jon Burchell to approve the consent agenda and minutes as amended. It was seconded by Jeremy Stachowski; motion passed unanimously.

3. Visitors Comments
   N/A

4. New Inspection forms
   The committee discussed needing to finish each department's review of the draft revised inspection sheets so that those could be finalized. All department reviews of the draft version were to be turned in to Sara by July 20th so she could work at getting them finalized and ready to use.

5. Review of second quarter inspection reports
   The committee reviewed the inspection reports provided by the Police Department, Wastewater Department and the Parks/Golf Course facility. Sara indicated that the inspection report for City Hall would be available for review at the next meeting. Also, she has reminded the airport manager about submitting their report as well.

6. Accident/Incident Reports
   The committee reviewed and discussed the incident that occurred on 6-8-2015 (Gordon Wood, Wastewater Dept.) As part of this discussion, the committee talked about how the

new safety manual played a role in how investigations are completed when accident/incidents occur with regard to "who does what." It was discussed that now that the agency has a designated Safety Officer, that is the person who will take in accident reports as they occur and works to ensure that the reports adequately show/reflect what can be done differently to prevent a similar accident from occurring. From there, the report and the Safety Officer's findings are included in the Employee Safety Committee packets for discussion by the committee. The committee plays an integral role with reviewing these accidents and offering thoughts and feedback about policy, processes and procedures that administratively may need to be implemented in an effort to ensure a safe working environment.

7. Review of findings process
   Sara informed the committee that she is currently working on compiling all committee findings, SAIF findings and OSHA findings into one master spreadsheet so that the employee safety committee can review during their next regularly scheduled meeting. This will provide opportunity for the committee to review the safety issues that have been raised, identify when they believe they take priority, and estimates for how long before each item needs to be tended to (understanding that budget and resources plays a major role in the timeframe around when an issue may get resolved.) The committee liked the idea of having these consolidated together for their review.

8. Ergonomics for PW Department
   Sara let the committee know that she is working to identify potential training opportunities with SAIF to conduct ergonomic training with the public works department that teaches applicable ergonomics best practices for that line of work (i.e. bending, pulling, pushing, lifting, etc.) Once she has a date identified, she will inform the agency staff.

9. Workers Comp 801 claim form discussion
   To provide some clarification for the committee, Sara reminded committee members that the SAIF workers comp claim form 801 is the form that is necessary for supervisors to initiate a workers comp claim for themselves and/or one of their employees. This form is located in hard copy at City Hall and is also located electronically on the City's website under "employee resource center." The employee needs to complete the first half of the form at the point that they decide a claim needs to be filed, then the forms need to come to Sara so she can complete the bottom half of the form and submit to SAIF. Sara let the committee know that sometimes if an employee goes straight to the hospital to seek care in a workers comp claim environment, they will issue the employee an 827 form. This form needs to also be submitted to Sara for processing with SAIF. Sara said that if any employee has questions pertaining to workers comp claims, to please feel free to ask.

10. Additional Discussion
    The committee reminded that instead of meeting during the month of August, they would be meeting to conduct a site inspection at the Golf Course Maintenance Shop/Clubhouse and at the NWWTP. The next regularly scheduled office meeting will be September 10, 2015 at 8 a.m.

11. Adjourn
Meeting was adjourned at 9:03 am.

Sara Puddy, HR and Administrative Coordinator

THE CITY OF MADRAS

EST. 1910

City of Madras, 125 SW E Street, Madras, OR 97741. Tel. (541) 475-2344 Fax (541) 475-7061

City of Madras Employee Safety Committee Meeting Minutes
City Hall – 125 SW "E" Street
Madras, OR 97741
September 17, 2015 Meeting

1. Call to Order
   The City of Madras Employee Safety Committee meeting was called to order by the Committee Chair, Brandie McNamee, at 8:05 a.m.

   Members in Attendance were: Sara Puddy, Brandie McNamee, Jon Burchell, Jeremy Stachowski, and Wray Harris.

2. Consent Agenda.
   a. Adoption of Agenda
   b. Approval of Minutes from July 9, 2015 meeting

   A motion was made by Jon Burchell to approve the consent agenda and minutes. It was seconded by Jeremy Stachowski; motion passed unanimously.

3. Visitors Comments
   N/A

4. Site Inspection at Golf Course facilities & NWWTP
   The committee reviewed the summary report provided in the packets from the on-site walk through inspection of the golf course facilities and NWWTP. It was communicated that the "findings" of the report had already been incorporated into the master findings summary spreadsheet (discussed later in the meeting).

5. New inspection form update
   Sara Puddy informed the committee that she had completed the new inspection forms to be used for each department's quarterly inspections. She asked if each person conducting their inspections would utilize the forms and let her know after having used them, if they needed any additional changes or revisions. These forms were emailed out to all employee safety committee members earlier in the month.

   A motion was made by Wray Harris to adopt the new quarterly inspection forms. The motion was seconded by Jeremy Stachowski. Motion passed unanimously.

The committee discussed the status of purchasing two defibrillators for City facilities. Brandie confirmed that it was in the current budget to purchase. Sara said that she would get the information together and provide it to the committee for their review prior to purchase. The committee agreed that the two initial purchases would be located at the City Hall facility and the other at the golf course clubhouse. There was a discussion around necessary training for using these systems. Sara said that she would find out for sure and report back to the committee.

The committee discussed appropriate response and who to contact should the restrooms need to be cleaned during the week due to bodily fluids (blood, vomit, etc.) The committee discussed utilizing the City's janitor services that is currently under contract. Jon suggested that rather than call the janitor, to utilize the City's on-call public works staff member. Wray confirmed that the public works staff is used to working with biohazardous exposures and that public works has the appropriate PPE for dealing with those issues. If that service is needed, staff discussed utilizing signs to indicate a spill and/or restroom out of service until it is cleaned properly.

6. Review of second quarter inspection reports
   Sara informed the committee that she had not yet received the Airport facility second quarter inspection sheet, but would check in again with Berg's on the status.

7. Accident/Incident Reports
   The committee reviewed the two accident/incident reports received since the last meeting – one was from the Parks Department and one from Wastewater Department. It was determined that in the case with the wastewater employee, it needed to become a practice that each truck is equipped with clear safety glasses in addition to the shaded glasses in the event that the crews are working in the early morning or evening hours – as was in this particular case. It was discussed in depth on not only these two incidents, but also on the investigation of accidents in general. Sara explained her process for conducting investigations and how they get reviewed at the committee level to ensure that there isn't anything additionally that needs to be considered or any changes in policy or practice that need to be modified to keep from future accidents happening. The committee agreed that they would like to receive an email from the safety officer as accidents happen, rather than at the time of safety packets being distributed. Sara confirmed that she would do that.

   The committee discussed Bo Doan serving on the employee safety committee on behalf of the wastewater department in lieu of Jeremy Stachowski (who was leaving the agency at the end of the month.) Bo is also planning to attend the Central Oregon OSHA conference later this month. The committee communicated that they would like if Bo would provide the employee safety committee with an update on what he learns at the conference, since he is the only representative from our agency attending this year.

8. Review of findings summary
   The committee discussed the items listed on the findings summary. Each member communicated the items that had been completed to-date. Sara said that she would create

a second spreadsheet within the existing Excel workbook that included all completed items so they could be removed off of the master spreadsheet of items yet to be completed.

The committee spent considerable amount of time working on this spreadsheet. It was communicated by different departments that they had not yet reviewed the spreadsheet with their supervisors to determine when items would be scheduled to be completed and removed off the "hazard" sheet. The committee agreed that each department would take the spreadsheet back to their respective departments and work with their supervisors to establish completion dates for each of their departmental hazards. Then when the committee meets on October 8th, the spreadsheet can be discussed in more detail.

9. Additional Discussion
   N/A

10. Adjourn
    Meeting was adjourned at 9:21 am.

Sara Puddy, HR and Administrative Coordinator

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City of Madras Employee Safety Committee Meeting Minutes
City Hall – 125 SW "E" Street
Madras, OR 97741
October 8, 2015 Meeting

1. Call to Order
   Chair, Brandie McNamee at 8:10 a.m.

   Members in Attendance were: Sara Puddy, Brandie McNamee, Jon Burchell, Wray Harris, Bo Doan.

2. Consent Agenda.
   a. Adoption of Agenda, with addition of "employee concerns/comments"
   b. Approval of Minutes from September 17, 2015 meeting

   A motion was made by Jon Burchell to approve the consent agenda and minutes. It was seconded by Wray Harris; motion passed unanimously.

3. Visitors Comments
   N/A

4. Employee Concerns/Comments Form
   Brandie suggested that a form be created that employees can fill out to submit (anonymously if they so choose) for when they observe or feel there is a safety concern that the safety officer and management needs to be aware of. She volunteered to draft the form.

5. Accident/Incident Reports
   The committee reviewed the following accident/incident reports that occurred since the last meeting:
   - Rich Rohach, Parks Dept. on 9-22-2015
   - Javier Acevedo, Parks Dept. on 9-23-2015

   The committee discussed other ways to alter and improve the accident/incident reporting form. Sara said that she would try and incorporate the committee's additional changes by the December meeting.

6. First Aid and Defibrillators
   The safety committee voiced the desire to purchase defibrillators for various City-owned facilities located farther than a five minute response time from the Madras hospital – one at the Airport and one at the Golf Course – both to be purchase this fiscal year. Next year, they wish to have two additional ones purchased – one at the SWWTP and one at City Hall.

   A motion was made by Jon Burchell to recommend to the City Administrator to purchase the initial two units this fiscal year; the motion was seconded by Bo Doan. The motion passed unanimously.

7. Review of Findings Summary
   With a new member of the committee just starting, the committee decided to provide extra time for the committee members to work on their lists and provide them to Sara for consolidating into the master document. She will prepare the master findings summary and email out with the December packet information. The spreadsheet will maintain a findings summary for both outstanding items and those that have been completed to-date.

8. Additional Discussion
   - The December 10th meeting will be a 2-hour meeting to review the findings spreadsheet, and also serves as a "hand-off" to the new safety committee members – both existing and new members will attend this meeting

9. Adjourn
   Meeting was adjourned at 9:28 am.

Sara Puddy, HR and Administrative Coordinator

THE CITY OF MADRAS

EST. 1910

City of Madras
Public Works and Parks Committee
City Council Work Room

September 2, 2015
8 A.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order by Chair Walt Chamberlain at 8:02 a.m. on Wednesday September 2, 2015 at 125 SW "E" Street City Council Work Room

MEMBERS PRESENT

Walt Chamberlain
Louise Muir
Bill Montgomery
Stan Nowakowski

STAFF MEMBERS PRESENT

Public Works Director; Jeff Hurd, Public Works Administrative Assistant; Michele Quinn, Park Supervisor; Jon Burchell, and Utilities Supervisor; Keith Bedell.

VISTORS PRESENT

None

II. CONSENT AGENDA

APPROVAL OF AGENDA AND MINUTES

A Motion was made by Louise Muir; seconded by Stan Nowakowski to approve the Consent Agenda and August 5, 2015 minutes as presented motion carried unanimously.

III. VISTOR COMMENTS

IV. NEW BUSINESS

A. *Transportation System Findings (Work Session)*

Jeff Hurd told the Committee that John with FCS Group came and gave a presentation to City Council. This will be a big task to do, and from what I am hearing the gas tax is the most appealing. The other two funding options the Transportation Utility Fee and Franchise Fee are a struggle. The next steps will be to put together how we would get the message out to the community.

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Bill Montgomery said we have to put the gas tax to the vote of the people the other two funding options the City Council can vote it in. We simultaneously have a petition circulating to force every fee increase and tax increase onto the ballot. If the City Council chooses to go for the fee increases or taxes it is almost guaranteed that will be on the ballot. The bulk of the funding will go into maintaining our current streets and would not be as visible to the community. The key to this will be a really good public relations effort.

The Committee continued to discuss the gas tax and the other funding options, and how they will inform the community on the need for maintaining our streets. There was also discussion on how we will inform the community by using the Madras Pioneer and what about the individuals that do not read the paper. Also how to get the information out to the Hispanic community we may need to have flyers and information translated. There was a continued discussion about possibly doing flyers or a mailer to get the information out to everyone in the community.

There was a discussion about the road work that was done on 7th Street.

V. PROJECT/EVENT UPDATES

A. *US 97:J Street Project*

Jeff Hurd told the Committee that High Desert is working on the other lane, and all paving needs to be done by the end of September per ODOT standards. They are putting in curb and working on pavers. They are still scheduled to be done by the end of October.

Walt Chamberlain asked how the Fire Department has done with the project.

Jeff Hurd said that High Desert has made sure they have had an access throughout the project.

B. *Highway 97 Sidewalk Improvement at L Street*

Jeff Hurd told the Committee that he talked with the engineer last week he expects to show us some plans in the next week or so. As soon as we get the plans we will put it out to bid. This will be a fall or spring project.

C. *Speed Radar Sign*

No Update

D. *Lighting at 3rd and Culver Highway*

Jeff Hurd said we will take the proposal to City Council next week. The project cost is about $10,000.00 and ODOT is going to split the cost 50/50. As soon as this is approved we will start work.

E. *Kenwood Park*

Jeff Hurd informed the Committee that we are funded and we ranked 12 out of 14 there were 35 projects that applied. We will move forward on the project once we

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receive the IGA and get that executed. Then we will move forward on the project probably during winter to beginning of spring.

F. ***Spray Park***
No Update

G. ***Safe Routes to School***
Jeff Hurd told the Committee that they should be 100% complete they are working on the punch list. The contractor will be back in a month to seed.

H. ***Skate Park to Fishing Pond Trail Addition***
No Update

I. ***Court House Update***
Jeff Hurd told the Committee looking at the three week schedule they will be working on structural steel, sidewalks, and curb. They are scheduled to be done July of next year.

J. ***Warm Springs Truck Stop Update***
Jeff Hurd told the Committee that he has not heard a lot Gus has been talking with them on some negotiations.

Additional Discussions

- Walt Chamberlain asked about the sewer rates and why they are going up. Has the sewer rates been increased due to the Prison going in and not being ran at full capacity. Also Yarrow didn't develop as anticipated. Is that the reason we had to raise rates?

  The Committee continued to discuss the sewer rates and what the Prison is paying and what they have already paid for.

  Jeff Hurd explained it wasn't just the expansion from the Prison and Yarrow it was from multiple expansions over the years and we built up sewer debt. For about ten years sewer rates stayed flat and we should have kept up with.

- Stan Nowakowski asked about the weeds in the pavers out front of City Hall.

  Jon Burchell replied that the parks department will take care of it.

- Louise Muir commented that she has noticed a lot of people riding their bikes the wrong way on the street.

  The Committee continued to discuss bike riders and skateboards and safety issues that come with them not following rules.

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A Motion was made by Louise Muir; seconded by Bill Montgomery to have the Police Department it increase their observation of bicycles and skateboards that are being operated illegally and stop and talk with them motion carried unanimously.

- Walt Chamberlain mentioned that Bend is doing some great things in bicycle safety and pedestrian safety. They have all kind of materials that they hand out free to help with safety.

ADJOURN

Public Works & Parks meeting adjourned at 8:55 a.m.

Respectfully submitted by:

Michele Quinn

Michele Quinn, Public Works Administrative Assistant

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THE CITY OF MADRAS

EST. 1910

City of Madras
Public Works and Parks Committee
City Council Work Room

November 4, 2015
8 A.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order by Chair Walt Chamberlain at 8:02 a.m. on Wednesday November 4, 2015 at 125 SW "E" Street City Council Work Room

MEMBERS PRESENT

Walt Chamberlain
Stan Nowakowski
Bill Ferguson
Bill Montgomery
Louise Muir

STAFF MEMBERS PRESENT

Public Works Director; Jeff Hurd
Public Works Administrative Assistant; Michele Quinn
Park Supervisor; Jon Burchell
Utilities Supervisor; Keith Bedell
City Administrator; Gus Burril
Street Supervisor; Rod Fulton

VISTORS PRESENT

None

II. CONSENT AGENDA

APPROVAL OF AGENDA AND MINUTES

A Motion was made by Louise Muir; seconded by Bill Montgomery to approve the Consent Agenda and September 2, 2015 minutes as presented motion carried unanimously.

III. VISTOR COMMENTS

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IV. NEW BUSINESS

A. ***Madras Municipal Airport West Access Road***

Jeff Hurd explained to the Committee that this is for the access into Daimler's loop track and the Drag Strip. Daimler is working on leasing 87 acres from the City and developing a new durability track. For Daimler to develop they will need a road and utilities. We have partnered with Daimler to apply for grants to receive funding to help put the road and infrastructure in. We were awarded grants from Infrastructure Finance Authority and Immediate Opportunity Fund to build 4,900 feet of road and 5,000 feet of utility which includes gas, water, power, and telecom. We have awarded the design portion to Century West Engineering and they are designing the access road to tie into the Daimler site. The Public Works Department will build the subgrade for the road and try to have it built by January so they can have access to their site. They are estimating the first phase of the project to cost $18 Million. Daimler is planning on bringing in 50 jobs with this project.

The Committee discussed how the Daimler project will affect the drag strip.

B. ***Snow Removal Policy***

Jeff Hurd told the Committee that we are proposing to add Loucks Road and Bean Drive to the secondary snow removal route. We are also proposing to change the map and clean it up to only include the primary and secondary routes on the map.

The Committee discussed the primary route and secondary route and how the routes were chosen. There was also a discussion on using ice melt on the roads instead of cinders.

A Motion was made by Stan Nowakowski; seconded by Bill Montgomery to approve the addition of Bean Drive and Loucks Road to the secondary snow route and to update the map attachment motion carried unanimously.

C. ***2018-21 STIP Application-H Street Sidewalk Project (2nd Street to Madras Bike & Skate Park)***

Jeff Hurd told the Committee that when the County started building the Courthouse we asked "how will you make up for the open space that you are taking". They agreed to give the City money to help build walk paths to connect back into the trail system. The County gave us $88,000 to put towards the project. We took that funding from the County and set it aside. We waited for a project to come up that we could get grant funding and use the money as leverage. We started design on the project so we will be ready. ODOT is now advertising for the Statewide Transportation Improvement Program. They are only taking applications for non-highway enhance which means bike and pedestrian. This project will connect the Skate Park to downtown, the Cascade East Transit, to shopping, and to low income housing. We will also pave H Street from Madison down to Marshal. We are putting in street lights, curb, gutter, and sidewalks.

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The Committee had a discussion about the traffic speeds on Culver Highway at the crosswalk by the Skate Park.

A Motion was made by Stan Nowakowski; seconded by Bill Montgomery to approve the 2018-21 STIP Application-H Street Sidewalk Project motion carried unanimously.

Louise Muir commented that the children walking to school are not using the crosswalks when crossing B Street.

V. PROJECT/EVENT UPDATES

A. ***US 97:J Street Project***

Jeff Hurd informed the Committee they are pretty much paved out everything has been paved and patched in. They still have a lot of miscellaneous they still need to stripe, landscaping to complete, pavers, curbs, and sidewalk to complete. They are pushing to be done by end of November.

B. ***Highway 97 Sidewalk Improvement at L Street***

No Update

C. ***Speed Radar Sign***

No Update

D. ***Lighting at 3rd and Culver Highway***

Rod Fulton told the Committee that we are scheduled to have Pacific Power come in and install the new light pole base this week. They have come in and put the new thermal continental cross walk on the corner. We also have the Highway 97 and Chestnut and the Buff Street project all the lights are scheduled to go in this week. Jeff worked really hard to get them to cost share this project with us the whole project was almost $11,000 dollars so we are splitting the cost.

E. ***Kenwood Park***

Jon Burchell told the Committee we have are waiting on one more quote. Weather permitting we will start working on the playground. Sometime this spring we will get with the Jefferson County Fire Department and they will help assemble the play structure.

Walt Chamberlain told the Committee that he has had some community suggestions about the park. The kids playing with balls in the park their balls go out into the street. Is there any way we could get a fence put in to keep the balls from going out into the street.

F. ***Spray Park***

Jeff Hurd told the Committee that we met with the Bean Foundation and the Bean Foundation does not want to fund the spray park 100% they want to partially fund it. We had originally thought that the Bean Foundation wanted to do this project

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themselves. The next step for us is we have calls into DEQ if the water can go down the storm drain then maintenance for the City is something we can absorb. If we have to put the water down the sewer and treat it we are looking at $25,000 to 30,000 dollars a year.

G. ***Skate Park to Fishing Pond Trail Addition***
Jeff Hurd told the Committee that the RTP Grant should be available in December.

H. ***Court House Update***
No Update

I. ***Warm Springs Truck Stop Update***
Gus Burril told the Committee that we have met with Rick Gowon who has been hired as liaison to negotiate the agreement with the City. We have not heard back from them on terms of agreement. There is a couple different components to it one is transfer of City property to them, agreement on public safety for police services, and agreement on transportation and sewer services. We would like to have them enter into a fee agreement where they help us rebuild the road every 10 years.

J. ***Lighting at Hwy 97 and Chestnut Street***
Rod Fulton gave the update for this project under the Lighting at 3rd and Culver Highway.

Additional Discussions

- Louise Muir mentioned that the traffic on 7th Street and B Street people are pulling out in the intersection. People are coming down the street to fast.

  The Committee continued to discuss the traffic on 7th Street and B Street and also 7th Street and C Street. The discussion was that the traffic is driving too fast and also there have been additional traffic accidents. The Committee also would like to see the Police Department issuing more speeding tickets along 7th Street.

- Stan Nowakowski mentioned that there was a utility cover missing on the south side of B Street creating a hole in the sidewalk.

- Rod Fulton told the Committee that we are working on fixing the sidewalks using the funds from the sidewalk grant program.

- Walt Chamberlain asked if we could buy the CPA building and have it removed so you can see.

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Gus Burril said we would need to pull a police report and see what kind of accidents have occurred there.

The Committee continued to discuss the traffic issues on 7th Street and whether or not the MRC might be able to assist in possibly purchasing the building. The Committee asked if they could get a police report for the intersections of 7th and B Street and 7th and C Street.

ADJOURN

Public Works & Parks meeting adjourned at 9:11 a.m.

Respectfully submitted by:

Michele Quinn

Michele Quinn, Public Works Administrative Assistant

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THE CITY OF MADRAS

EST. 1910

City of Madras
Urban Forestry Commission
216 NW "B" Street

August 4, 2015
6 P.M.

MINUTES

I. CALL TO ORDER

The Urban Forestry meeting was called to order by Vice Chair Brad Jorgensen at 6:00 p.m. on August 4, 2015 at the Public Works Building located at 216 NW B Street.

MEMBERS PRESENT

Brad Jorgensen, Bill Donaghu, Rob Osborn, Rebekah Burchell

STAFF MEMBERS PRESENT

Parks Supervisor; Jon Burchell, Public Works Administrative Assistant; Michele Quinn

VISITORS PRESENT

Doug Beasley

II. CONSENT AGENDA

A. Approval of Agenda
B. Minutes for the July 7, 2015

APPROVAL OF AGENDA AND MINUTES

A motion was made by Becky Burchell; seconded by Rob Osborn; to approve the July 7, 2015 Meeting minutes, and agenda as presented, motion passed unanimously.

III. VISITOR COMMENTS

Doug Beasley I recently moved here from Indiana I have a degree in forestry, land surveying and owned my own tree business service for approximately 30 years. I am looking for work and I thought this meeting would be neat to check out.

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The Commission went around the table and introduced themselves and gave some basic history.

Doug Beasley asked what the major responsibilities of the Commission.

The Commission explained that they look at new construction on street or subdivisions help to choose the trees and make sure they are on the tree list. The Commission also explained how they help with trees that may be causing problems or may need to be removed. We also have a yearly Arbor Day celebration and Jon Burchell explained Tree City USA.

IV. NEW BUSINESS.

No New Business

V. Updates

A. US 97: J Street Project

Jon Burchell told the Commission that traffic has shifted and if you look you can see there is sidewalk going in and tree wells. You can see all the electrical boxes and some irrigation that has been stubbed up.

Michele Quinn added that they are getting ready to start on all the business access.

Becky Burchell asked when they will tear out the island where the flag poles are.

Michele Quinn said possibly towards the end of August. They have started talking about landscaping and irrigation during the weekly meetings.

Becky Burchell asked when they take down the flags will they be moved directly to the new flag poles.

Jon Burchell said the old flag poles will be removed and when the new flag poles and all the lighting has been installed then we will put the flags back up.

B. Industrial Park Green Way

Jon Burchell informed the Commission that the RFP has gone out and we had a pre-construction meeting with some contractors on site. We are waiting for bids they are due back on August 11, 2015.

C. Downtown Sidewalk Grant Program

Michele Quinn told the Commission so far we have only received back one grant application. I have sent out about 12 applications to downtown businesses with sidewalk issues due to trees. I made sure to send one to Mexico City. I have spoken to the owner of Spiffy Car Wash they are looking at applying for a grant.

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I have made sure they know to contact Jon. They have more than one panel that needs to be fixed so bids are coming back around $3,800.00.

D. Meadow Outdoors Tree Replacement
Jon Burchell told the Commission no update, it has been too hot to plant.

VI. ADDITIONAL DISCUSSION

- Jon Burchell said that we have three new groups to adopt 3 sections of the trail. The trail section from Safeway down to Jefferson Street was adopted by the Hellwig Family, Third Street Bridge to Canyon Road trail was adopted by VFW and the South side of the M Hill trail was adopted by Columbia Bank. There is only one section left, Fairgrounds Road to the fishing pond not adopted.

  The Commission discussed the new portion of trail that still needs to be built from The Skate Park to the fishing pond.

- Jon Burchell told the Commission that Fairgrounds Road to L Street project has the final landscape review warranty. OTAK took pictures of trees and asked if we want them replaced. There were pictures of 6 trees and of the six I picked 3 that needed to be replaced. Two are the Prairie Fire Crab Apple that is planted by Abby's and one Bowhall Maple. There were three of the Scarlet Oak they wanted to replace but I said no they were green on top.

  The other Scarlet Oak is the one that is bent over by the tire store it just needs to be staked back up. The third Scarlet Oak they wanted to replace is the one that got cut off by Meadow Outdoors. These replacements will happen within the next three weeks which is the worst time to plant but we will keep an eye on them and turn up the water if needed.

  The Commission talked about the landscaping that will be planted on the US 97 J Street project.

- Brad Jorgensen asked about the oak trees on the north end of town; are they watered by the sprinklers or do they have bubblers?

  Jon Burchell said they are watered from the sprinklers.

  Brad Jorgensen said there is one that is really dry, is the sprinkler not working?

  Jon Burchell mentioned there is a section of sprinklers that is not working, it is right in front of McDonalds. That is on my list to go take a look at. I have also asked the parks crew to fertilize the tree strips.

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- No meeting in September there will be a trail clean-up instead. The Commission discussed cleaning up the trail.

VII. ADJOURN

The Urban Forestry Commission Meeting was adjourned at 6:30 p.m.

Respectfully Submitted

Michele Quinn

Michele Quinn
Public Works Administrative Assistant

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THE CITY OF MADRAS

EST. 1910

City of Madras
Urban Forestry Commission
216 NW "B" Street

October 6, 2015
6 P.M.

MINUTES

I. CALL TO ORDER

The Urban Forestry meeting was called to order by Vice Chair Brad Jorgensen at 6:00 p.m. on October 6, 2015 at the Public Works Building located at 216 NW B Street.

MEMBERS PRESENT

Rebekah Burchell
Brad Jorgensen
Bill Donaghu
John Arena

STAFF MEMBERS PRESENT

Parks Supervisor; Jon Burchell, Public Works Administrative Assistant; Michele Quinn

VISITORS PRESENT

II. CONSENT AGENDA

A. Approval of Agenda
B. Minutes for the August 4, 2015

APPROVAL OF AGENDA AND MINUTES

A motion was made by Becky Burchell; seconded by Bill Donaghu; to approve the August 4, 2015 Meeting minutes, and agenda as presented, motion passed unanimously.

III. VISITOR COMMENTS

IV. NEW BUSINESS.

The Urban Forestry Commission discussed items out of order of the agenda the minutes will reflect the order of the agenda

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A. Update Urban Forestry Management Plan
Jon Burchell told the Commission that it has been since 2009 when we last updated the Urban Forestry Management Plan. "I would like to us to think about updating the plan again. For example we have more stuff we want to include in the Urban Forestry Management Plan when it comes to tree planting. We are starting to include things like root barriers when we dig up sidewalk panels or when we replace trees. We have items in there that deals with tree types that have changed since the last update. We have had a lot of people asking what type of trees they can use. I just think it is a good idea to update the Urban Forestry Management Plan, they say you should update every 7-10 years."

Brad Jorgenson asked would we go through it during a meeting.

Jon Burchell said it would be going through the plan again and fine tuning it and looking at adding more trees to the tree selection. Like for instance change how we have a bubbler system to the trees. Right now it is all schedule 80 gray pipe, now they have the flex pipe you can use. "A lot of contractors are coming to me and asking, 'can I use this flex pipe?' I don't have a problem with it as long as we use hose clamps at the end so they don't pop off the barbs. So little things like that are not included in the Urban Forestry Management Plan, what do you guys think?"

The Commission agreed that it would be a good idea to update the plan could we add it to the next agenda.

B. Outpost Sidewalk/Tree Removal
Jon Burchell told the Commission that the Outpost has four trees along the south highway. "The contractor popped the panel up and called me to come take a look at the trees and shave the roots so they can pour the concrete back. I went and looked and it is a little more involved than that. The first two trees have a lot of root structure to them so we took the aqua tech down there and washed all the roots down six inches from top of grade." We wanted to see how much root is exposed. Jeff Hurd, Public Works Director, also wants to put in root barrier next to the building. Whether we replant or save the tree Jeff wants root barrier going in. The City can say we are trying everything to keep your roots from going under your building and getting into your sub-basement or foundation. So installing the root barrier combined with removing a large percentage of roots to try and save the tree propelled me to call another certified arborist to see if the tree could be saved. They came and looked at it and they had the same opinion as me, the first two trees needed to be removed and the other two can stay. "When you remove that amount of root and put in the root barrier that tree is going to fail, it is only a matter of time. Do we really want it to fail and fall into the highway or a parked car or person walking?" The trees don't have any water so we can't replace them. So in my mind the tree goes and we replace it with concrete and maybe later when Fourth Street comes into the next phase of Highway construction, they will put in trees. "So I am coming to you for a recommendation to remove the two trees."

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A motion was made by Bill Donaghu; seconded by Becky Burchell; that we remove the two trees that Jon Burchell and the Certified Arborist have agreed need to be removed, and the other two trees you will shave the roots and add the root barrier, motion passed unanimously.

V. Updates

A. US 97: J Street Project

Jon informed the Commission that the J Street Project is going well; they are looking at being done at the end of November. The landscaping will be planted by the end of the project; ODOT warranties the trees for one year.

There was a discussion about planting the trees in November and how will the trees and landscaping do. The contractor will water the trees and landscaping as long as possible.

B. Industrial Park Green Way

Jon Burchell told the Commission that we had two bids; one from GTI and from Sky Mountain Landscaping. The low bid was Sky Mountain Landscaping; they want to start towards the end of October. They are planning on a 3 week job and they still need to submit their plans for review. There will be three zones divided by the entrances on Hess Street and Cherry Lane. Next spring we will seed and start looking at the trees to see what we would like to pull out and what trees to replace.

The Commission discussed the intersection being changed when the tribes build the Truck Stop.

C. Downtown Sidewalk Grant Program

Jon Burchell told the Commission that the City is not receiving applications because people are having problems getting quotes. The City is telling the applicants that if you show us good faith effort that you are trying to get three quotes and you only get one and two people deny you because they are too busy; the City will work with them, they just have to try and get three quotes. So I will be coming to you for tree replacements what do you want to replace, do you want to replace, what kind of tree, and so on.

Jon also told the Commission that the trees at the corner of D Street and 5th Street are dead and the lawyer wants to know when they will be removed. I think we need to pick a different species of tree when we replant.

D. Meadow Outdoors Tree Replacement

Jon Burchell told the Commission that John Lehman wants to enter into an agreement with the City to cut the trees. Jeff Hurd developed a Memorandum of Understanding and

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sent it to Meadow Outdoors that basically says they can cut the trees with someone from the City present.

Becky Burchell asked when the trees will be planted.

Jon Burchell said the trees will be planted this year likely within the next week or so.

Brad Jorgensen asked why we are not getting the trees from McPheeter's Turf

Jon Burchell said that McPheeter's does not carry all the varieties that the Urban Forestry Commission requested.

VI. ADDITIONAL DISCUSSION

- Becky Burchell told the Commission we need to do a trail clean-up. The Commission agreed to a trail clean-up on Tuesday, October 13 at 4 p.m.

- Jon Burchell told the Commission that the oak trees on the north end of town that Brad Jorgenson mentioned at the last meeting were not being irrigated. We have since replaced the clock and the sprinklers are now working.

- Jon Burchell told the Commission that we cut down the two dead cedars on the north end of town and replaced them with some MRC downtown evergreens from last year. Jon continued to explain how the new downtown evergreens for this year will be watered and taken care of.

- Michele Quinn told the Commission that Tana Frank does not want to renew her term. We need to think about advertising for a new member or if you have someone you think would be interested. It would be good if we can have someone in place to take Tana's place by January 2016.

VII. ADJOURN

The Urban Forestry Commission Meeting was adjourned at 6:35 p.m.

Respectfully Submitted

Michele Quinn

Michele Quinn
Public Works Administrative Assistant

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City of Madras
Urban Forestry Commission
216 NW "B" Street

November 3, 2015
6 P.M.

MINUTES

I. CALL TO ORDER

The Urban Forestry meeting was called to order by Chair Tana Frank at 6:00 p.m. on November 3, 2015 at the Public Works Building located at 216 NW B Street.

MEMBERS PRESENT

Rebekah Burchell
Brad Jorgensen
Rob Osborn
John Arena
Tana Frank

STAFF MEMBERS PRESENT

Parks Supervisor; Jon Burchell, Public Works Administrative Assistant; Michele Quinn

VISITORS PRESENT

II. CONSENT AGENDA

A. Approval of Agenda
B. Minutes for the October 6, 2015

APPROVAL OF AGENDA AND MINUTES

A motion was made by Becky Burchell; seconded by Brad Jorgensen; to approve the October 6, 2015 Meeting minutes, and agenda as presented, motion passed unanimously.

III. VISITOR COMMENTS

No Visitors

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IV. NEW BUSINESS

A. Update Urban Forestry Management Plan

Jon Burchell explained that in the last meeting we decided to update the Urban Forestry Management plan. Since the previous update in 2009 there have been changes and we have added items like using root barrier when trees are planted. There are some drawings and specs that we refer to that can be updated.

Jon Burchell asked how we want to go through this update; page by page or section by section. We can run this through Council when we are done and we are not in a rush.

The Commission started by reviewing Ordinance 527 on page 10 of the Urban Forestry Management Plan. Jon Burchell commented that he has reviewed the ordinance and does not feel that the ordinance needs to be changed. The information around it is dated, for example the recommended street tree list, planting specifications and standards, and additional resources. We talk about a tree permit and the three types of tree permits but the tree permit is not in the Urban Forestry Management Plan. The Commission reviewed the tree permit and discussed when a tree permit needs to be submitted. Jon Burchell said he would like to change some of the verbiage in the permits and explain that the tree permit is free and also that one permit covers all of the following: planting, pruning, and removal.

Becky Burchell suggested reviewing the recommended street tree list to see if there are trees that need to be removed or added. The Commission discussed some of the trees that have not done well in the area. There were comments that the cherry trees around the area have not done well. There was a discussion about how the weather from last year killed a lot of trees around town. Should this be a concern if we get weather like that again, or was last year's early freeze something that might not happen for another 100 years.

Becky Burchell mentioned that the Urban Forestry Commission agreed to let the Jack Pear be planted at the North end of town and we should add it to the list. The Commission discussed the Jack Pear and its size and decided it could be added to the small tree list.

Jon Burchell asked if the Commission would like to change the tree list and arrange it by alphabetical, size, spread, growth rate, and specie. The Commission discussed how to group the tree list and said they feel the tree list should be grouped by size. There was further discussion that columns be added so we can list more information about the trees. They also agreed to put species together and possibly add evergreen vs. deciduous.

Rob Osborn asked about the large trees having the height and spread so that people know how big a tree will get. The Commission discussed whether or not to have both the spread and height to the list.

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Jon Burchell asked the Commission about adding trees to the tree list that have been allowed but are not on the list. Becky Burchell added that the header information needs to be carried over to each page.

The Commission went through the table of contents, definitions and prohibited trees. Jon Burchell asked about the prohibited trees and do we need to have the species better defined. Some of the species in question were Poplar, Cottonwood, and Elm. Jon said he would look into specific varieties.

The Commission discussed the City's Role in Street Tree Maintenance and also plant material. There was a discussion about hardiness zones and updating this section. The Commission went through the planting section on page 31.

Jon Burchell asked the Commission where we should add the root barrier. Jon said he will check on what ODOT standards are and insert that into the planting section; also we can add a picture on how to use the root barrier.

The Commission had a discussion on planting in the fall as there is no information for people to refer to on how to water in the fall. Jon Burchell said he would look up ODOT's standards on fall planting and bring it back to the Commission; if they like it we can use ODOT's standard.

The Commission decided to stop on page 33 of the Urban Forestry Management Plan and continue the update at the next meeting in December 2, 2015.

V. Updates

A. US 97: J Street Project

Jon Burchell told the Commission that High Desert has been paving and there is still concrete that needs to be poured. Once the concrete is poured then the landscaper can come in and add topsoil. The landscaper is waiting to do the bio swales because they still need to pour concrete landscape barriers. The project is scheduled to be finished by the end of November.

B. Industrial Park Green Way

Jon Burchell informed the Commission that Mountain Sky Landscaping will start construction on November 16, 2015 and is scheduled to be done by December 18, 2015.

C. Downtown Sidewalk Grant Program

Jon Burchell explained to the Commission that the downtown sidewalk grant program will now be implemented by the City due to lack of applications being submitted and the businesses having troubles getting quotes from contractors. City staff went out and got

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City of Madras
Urban Forestry Commission Special Meeting
216 NW "B" Street

December 8, 2015
6 P.M.

MINUTES

I. CALL TO ORDER

The Urban Forestry Special Meeting was called to order by Vice Chair Brad Jorgensen at 6:00 p.m. on December 8, 2015 at the Public Works Building located at 216 NW B Street. Chair Tana Frank joined the meeting at 6:15.

MEMBERS PRESENT

Rebekah Burchell
Brad Jorgensen
Rob Osborn
Bill Donaghu
Tana Frank

STAFF MEMBERS PRESENT

Parks Supervisor; Jon Burchell
Public Works Administrative Assistant; Michele Quinn

VISITORS PRESENT

None

II. CONSENT AGENDA

A. Approval of Agenda
B. Minutes for the November 4, 2015

APPROVAL OF AGENDA AND MINUTES

A motion was made by Becky Burchell; seconded by Rob Osborn; to approve the November 4, 2015 Meeting minutes, and agenda as presented, motion passed unanimously.

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III. VISITOR COMMENTS

No Visitors

IV. NEW BUSINESS

A. Update Urban Forestry Management Plan

Jon Burchell handed out the recommended street tree list with the changes made since the last meeting.

Jon Burchell recommended to the Commission to remove the California Red Bud and Southern Magnolia as they grow in zones 7-9. He also recommended adding the Jack Pear to the street tree list. Jon told the Commission that he corrected some of the spelling and changed some tree characteristics referring to spread and height.

The Commission suggested removing the Sioux Land Poplar from the street tree list due to the size and nature of the tree. The Commission agreed to remove the Western White Pine from the evergreen tree list.

The Commission talked about the height and spread of the trees and how they should be grouped. The Commission decided to group the trees regarding height; small trees being 30 feet or less, medium trees 30 to 50 feet and large trees 50 feet or taller.

There was a discussion about including a flowering or fruit category to the tree list. The Commission thought that only trees that emit considerable fragrance and produce exceptional flower color should be categorized.

Jon Burchell told the Commission that he would like to update figure #1 planting and staking (page 34) and include root barrier. Jon asked the Commission if they would like to see two drawings; one for the home owner and one that shows the planting of a street tree. The Commission discussed the planting standards that we currently use. The Commission also discussed updating figure #2 (page 35) and eliminating the underground guy detail. Jon said he would reference figure #2 to the City's Street Designs & Standards.

Jon Burchell asked if the basic tree shapes need to be updated. The Commission suggested removing figure #3 basic tree shapes from page 36.

Jon Burchell asked about Yellowwood in our list of trees. It is mentioned on page 40, do we want to add it to the tree list or remove it. The Commissioners all agreed to remove Yellowwood from page 40. They also agreed to remove the Cleveland Maple from page 40.

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The Commission discussed Linear Spacing (page 41) and they want this section to match the City's Design & Street Standards. The Commission feels the formula on page 41 should be removed and an explanation be written out. Bill Donaghu will help Jon with the explanation.

Location Standards (page 41-43) will be updated to match the City's Street Design & Standards and the Commission agreed to make figure #9 and #10 (pages 44 and 45) larger.

The Commission stopped on page 46 "Tree Wells" and decided to pick up from there at the next meeting.

B. Stan Nowakowski Letter of Interest

Jon Burchell told the Commission that Stan Nowakowski turned in a letter of intent expressing his interest to be on the Urban Forestry Commission. Stan will be a nice addition as he serves on the Public Works and Parks Committee. He is also a member of the Friends of Willow Creek.

A motion was made by Rob Osborn; seconded by Bill Donaghu; to recommend Stan Nowakowski to be appointed to the Urban Forestry Commission, motion passed unanimously.

V. Updates

A. US 97: J Street Project

Jon Burchell told the Commission that he spoke with ODOT to make sure everything was documented during the -5 degree temperatures we recently had and the tree root balls that were exposed on the truck bed during those frigid temperatures. The landscaper has to plant all the trees to receive 60% payment and there is a 40% retainage held for the 1 year warranty. There will be a ribbon cutting on December 10th at 1:00 p.m. everyone is welcome to attend.

B. Industrial Park Green Way

Jon Burchell informed the Commission the contractor is still working on the Hwy 26 tree strip. They are spacing the irrigation accordingly, it will be a triangular spaced system and will have complete coverage. There will be some trees that will die because they had to trench so close to the roots but as the trees die we will replant with new trees in the center and spaced away from the irrigation so it will not be an issue in the future. They should be done by the end of the year; we will have a year warranty so they will be back in spring to fix any trenches that may have settled and test the irrigation system.

C. Downtown Sidewalk Grant Program

No Update

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D. Meadow Outdoors Tree Replacement

Jon Burchell handed out an email from Green Thumb Landscaping (GTI). He told the Commission the email says there are three trees that they could not find; they were the Globe Norway Maples. Jon told GTI that he would take this to the Commission and ask if they can provide a substitute.

The Commission discussed and agreed that they want GTI to find the Globe Norway Maples and have them planted in the spring.

VI. ADDITIONAL DISCUSSION

No Additional Discussion

VII. ADJOURN

The Urban Forestry Commission Meeting was adjourned at 7:00 p.m.

Respectfully Submitted

Michele Quinn

Michele Quinn
Public Works Administrative Assistant

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