CITY COUNCIL MEETING PACKET

APRIL 12, 2016

City of Madras
City Council Meeting
City Council Chambers

April 12, 2016
7:00 p.m.

AGENDA

I Call to Order

II Pledge of Allegiance and Prayer

III Consent Agenda

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

A. Approval of Vouchers

B. Approval of Minutes From the March 22, 2016 City Council Meeting

C. Council Ratification of Funding Commitment in Support of Oregon Parks and Recreation Department, Local Government Grant Program, for Rehabilitation Efforts to the Juniper Hills Park and Ball Fields

D. Approval of City of Madras Public Works Department On-Call and Take Home Vehicle Use Policy

E. Approval of Expenditures for Community Clean-up Event Dumpsters, Garbage Bags, Gloves, and Advertising

F. Approval of Storm Drainage Easement and Public Right-of-Way Deed of Dedication for Berg Drive Road Extension Madras Municipal Airport

G. Council Ratification of Sale of Bay #4 in Hangar #3
Doug Shepard to Richard Macy

H. Approval of First Amendment to Human Resource Outsourcing Agreement
Mid-Oregon Personnel Services

I. Approval of Completion of the Desert Peaks Golf Course
Cart Path Paving Project

IV Visitor Comments

V Contract With PacifiCorp for Street Lighting at Birch Lane and Glass Drive
Madras Municipal Airport West Access Road (aka Daimler Road) Project #2015-09

Building/Fleet/Street Supervisor, Rodney R. Fulton

VI Resolution No. 08-2016

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

Building/Fleet/Street Supervisor, Rodney R. Fulton

VII Ordinance No. 887

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

1) Motion by Council to read Ordinance No. 887 by title only. Vote is then taken on the motion.

City Attorney or his designee will read Ordinance No. 887 by title only.

2) Motion by Council to approve and adopt Ordinance No. 887 (if Council so chooses).

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

Public Works Director, Jeff Hurd

VIII Proposal to Form an Advisory Committee to Develop Recreational Marijuana Regulations

Community Development Director, Nicholas Snead

IX Additional Comments, Announcements, and Department Reports

X Adjourn

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

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

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

The City of Madras is an Equal Opportunity Provider.

DISBURSEMENTS LIST - March 2016

For Council Review and Approval

101-106	General Fund - Police	44,160.71
204	Transportations Operations Fund	49,949.24
206	Parks Fund	2,900.59
207	Tourism/Economic Development	1,104.00
306	Debt Service Fund	0.00
401	SDC Street Improvement Fund	0.00
402	SDC Park Improvement Fund	0.00
403	SDC Wastewater Improvement Fund	6,038.00
404	Airport Construction Fund	0.00
405	SDC Water Fund	0.00
406	SDC Stormwater Construction Fund	0.00
407	SDC Wastewater Reimbursement Fund	0.00
408	SDC Street Reimbursement Fund	0.00
409	Improvement Fee Fund	0.00
502	Water Operations Fund	16,862.33
503	Wastewater Operations Fund	37,054.27
504	Industrial Site Fund	2,628.67
505	Community Development Fund	6,995.39
509	Airport Operations Fund	37,521.23
802	Internal Services Fund-Central Services	29,115.51
803	Internal Services Fund-Public Works Staff	23,420.49
804	Internal Services Fund-Buildings	17,292.73
805	Internal Services Fund-Fleet	62,584.08
999	Tresurer's Cash-Customer Refunds	910.24

GRAND TOTAL **338,537.48**

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

Report Criteria:
Report type: GL detail
Bank.Account description = "General Ckg - BOTC"

Check Issue Date	Payee	Description	Check Amount
03/07/2016	TS&S FORD	PW: 2016 Ford Super Duty F-350 Subercab	39,531.96
03/01/2016	CENTRAL OREGON INTERGOVERNMENT	CET Services: ODOT Pass Thru	20,872.00
03/29/2016	R-2 Contractors, Inc	HWY 97 & L St Improvement	16,202.73
03/16/2016	PACIFIC POWER & LIGHT	800 SE Grizzly Road	11,977.28
03/16/2016	R-2 Contractors, Inc	HWY 97&L St Improvement	9,911.83
03/29/2016	CENTURY WEST ENGINEERING CORPO	Madras Access Road Professional Services	9,700.00
03/16/2016	JEFFERSON COUNTY SHERIFF	Dispatch Fees- March 2016	8,324.32
03/16/2016	DESCHUTES VALLEY WATER	Tie-in South	8,280.13
03/01/2016	MIKE'S FENCE CENTER INC.	Airport Fuel Tank Replacement Fencing	6,801.00
03/16/2016	PACIFIC POWER & LIGHT	212 4th Street and 682 Hwy 97	5,628.14
03/01/2016	RYAN SIMMONS CONSTRUCTION	PO 10883: Pole Building to Cover Fuel Containment Area	5,491.00
03/16/2016	Gail Fischer Investigations	PO10303: HR Investigation Services	5,384.42
03/16/2016	FCS GROUP	Water and SDC Study	4,862.90
03/16/2016	HARPER, HOUF, PETERSON,	Wastewater Master Plan Update	4,533.75
03/29/2016	PORTLAND STATE UNIVERSITY	PO10271: S.Puddy Master's Degree: 6 Credits: Spring16	4,241.00
03/16/2016	OREGON DEQ	CWSRF Principal	3,719.00
03/29/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	3,645.00
03/29/2016	CENTURY WEST ENGINEERING CORPO	Runway 16-34 Reconstruction Project	3,524.59
03/29/2016	H.A. MCCOY	Bard Lane Phase 2 Project	3,200.00
03/16/2016	CENTURY WEST ENGINEERING CORPO	Runway 16-34 Reconstruction Project	2,973.40
03/16/2016	PACIFIC POWER & LIGHT	410 SW 4th Street	2,877.27
03/16/2016	HARPER, HOUF, PETERSON,	Prof. Svs. Industrial Site Readiness Plan	2,628.67
03/01/2016	CENTRAL OREGON INTERGOVERNMENT	CET Services: ODOT Pass Thru Local Match	2,388.88
03/16/2016	OREGON DEQ	CWSRF Interest	2,319.00
03/16/2016	PACIFIC POWER & LIGHT	1st and B Street Lift Pump	2,054.13
03/01/2016	HEFFERNAN, DANIEL 'DJ'	Madras EOA Update	2,030.70
03/16/2016	Greh Fabrication, LLC	PO10887: Mount Truck Crane on F-350	1,868.00
03/16/2016	DESCHUTES VALLEY WATER	Hwy 97 & L St. Project (Meter Install, SDC's)	1,673.97
03/16/2016	BERG, ROB	Airport Management Services (March)	1,500.00
03/16/2016	HARPER, HOUF, PETERSON,	QA: St. Charles Hospital	1,415.50
03/01/2016	ROGER LYNN dba	PO 10769: Modify Deck Cover for Pit, Underground Screens	1,400.00
03/29/2016	Ground Zero Timber Fallers Inc	PO 10837: Sahalee Park Tree Trimming	1,250.00
03/16/2016	ARBOR 1 TREE SERVICE LLC	PO #10833: Remove four Trees	1,170.00
03/16/2016	4-R EQUIPMENT, LLC	PO # 10774 3/4 State Spec	1,065.60
03/16/2016	BMS Technologies	Prebill Amount for First Billing of Utility Bills	1,040.00
03/01/2016	Rank and Mitchell Holdings LLC	Sidewalk Grant Project Refund: Apex	1,000.00
03/29/2016	JEFFERSON COUNTY PUBLIC WORKS	February PD Fuel: 626.40 Gal Unleaded	902.02
03/16/2016	JEFFERSON COUNTY PUBLIC WORKS	February PW Fuel: 625.1 G Unleaded	900.14
03/16/2016	DESCHUTES VALLEY WATER	Kinkdade and A Street	848.15
03/16/2016	DESCHUTES VALLEY WATER	800 SE Grizzly Road	835.10
03/16/2016	Steve Wooley	Overpayment Reimbursement X2	830.00
03/16/2016	MID OREGON PERSONNEL SERVICES	PO10832: PW Labor Water Meter Install	767.55
03/16/2016	Ground Zero Timber Fallers Inc	PO10831: Fall/Buck/Remove Three Trees 9th St	750.00
03/16/2016	BERG, ROB	Berg's Portion of Aviation Gas (March)	719.92
03/29/2016	H.A. MCCOY	General City Engineering	711.62
03/29/2016	RICOH USA INC	PW & City Hall Copier Lease (March)	673.45
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	656.90
03/01/2016	AMERICAN SPRINKLERS INC.	PO 10872: City Hall- Annual Backflow, Manual Sprinkler Test	615.00
03/16/2016	FCS GROUP	Transportation Utility Formation study	615.00
03/16/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	PO 10836: Three Days Bunch Grass Cutting	600.00
03/01/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (Feb)	590.00
03/29/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (March)	590.00

Check Issue Date	Payee	Description	Check Amount
03/16/2016	JEFFERSON COUNTY PUBLIC WORKS	February PW Fuel:453.5 Gal. Diesel	582.55
03/16/2016	MID OREGON PERSONNEL SERVICES	PO11001: Finance Dept. Temp Help : 02/11-02/25	548.73
03/16/2016	MID OREGON PERSONNEL SERVICES	PO10835: PW Parks Temp Help Feb	542.00
03/16/2016	PACIFIC POWER & LIGHT	2028 NW Airport Way-Aviation Building	534.22
03/16/2016	HARPER, HOUF, PETERSON,	QA: Daimler Proving Grounds	521.50
03/01/2016	BENDTEL	20002-666: City Hall Phone Charges: Feb-March	499.55
03/29/2016	4-R EQUIPMENT, LLC	60.09 Tons State Spec Gravel	480.72
03/29/2016	BERG, ROB	Berg's portion of new hanger rent (Feb)	464.00
03/01/2016	BENDTEL	20002-666: City Hall Phone Charges: Feb-March	443.67
03/29/2016	SUMMIT POWER SYSTEMS INC	AWOS Maintenance	440.00
03/29/2016	BENDTEL	20002-666: City Hall Phone Charges: March-April	434.49
03/16/2016	PACIFIC POWER & LIGHT	1990 NW Airport Way	426.81
03/29/2016	RICOH USA INC	PW & City Hall Copier Lease (March)	423.38
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	411.73
03/29/2016	BENDTEL	20002-666: City Hall Phone Charges: March-April	385.87
03/01/2016	BENDTEL	20002-671: PW Building Phone Charges (Feb-March)	377.06
03/29/2016	BENDTEL	20002-671: PW Building Phone Charges (March-April)	376.16
03/16/2016	Net Assets Corp.	37 February Lien Searches	372.00
03/16/2016	ELAINE HOWARD CONSULTING LLC	UR Consulting - Prep/Review Tax Dist Impacts Report	370.00
03/16/2016	DESCHUTES VALLEY WATER	1200 NW Birch Lane	360.15
03/29/2016	BERG, ROB	Berg's Portion of Old Hanger Rent (Feb)	350.00
03/16/2016	PACIFIC POWER & LIGHT	600 SW Marshall Street: Skate Park	327.95
03/16/2016	PACIFIC POWER & LIGHT	950 SE B Street Trail Lights	325.01
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	321.97
03/29/2016	JEFFERSON COUNTY GEOGRAPHIC	Alleyway/Owner Map	315.00
03/29/2016	H.A. MCCOY	Daimler Volume Topographic Survey	315.00
03/16/2016	CASCADE NATURAL GAS	226 NW B Street- March 2016	303.59
03/29/2016	Ashley & Vance Engineering, Inc.	Engineering Services: South Hanger	300.00
03/16/2016	HARPER, HOUF, PETERSON,	Brightwood Wastwater	298.00
03/29/2016	RICOH USA INC	PW & City Hall Copier Lease (March)	292.95
03/01/2016	RICOH USA INC	CONTRACT #: 500-0363258-000: Plotter Lease (Feb)	288.36
03/29/2016	RICOH USA INC	CONTRACT #: 500-0363258-000: Plotter Lease (March)	288.36
03/16/2016	PACIFIC POWER & LIGHT	1st and B Shop	284.83
03/29/2016	BENDTEL	20002-672: SWWTP Phone Charges: (March-April)	282.40
03/01/2016	BENDTEL	20002-672: SWWTP Phone Charges: (Feb-March)	281.60
03/29/2016	BERG, ROB	Berg's Portion of Aviation Gas (Feb)	281.10
03/29/2016	BOOKKEEPING BY BONNIE, LLC	Accounting services- February 2016	277.50
03/16/2016	OREGON ASSOCIATION WATER UTILI	WW Cert. Review - G. Poland	275.00
03/01/2016	BERG, ROB	OR Airport Conf. Mileage Reimbursement, OAMA Registratio	264.61
03/16/2016	PACIFIC POWER & LIGHT	2080 NW Airport Way #2	263.16
03/16/2016	DATA DELETE OF OREGON	8 Bins: Record Destruction	256.00
03/01/2016	BUREAU OF LABOR & INDUSTRY	BOLI Fee-Airport Runway Fuel Tank Replacement	250.00
03/29/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (March)	250.00
03/16/2016	PACIFIC POWER & LIGHT	1st and B at NW Corner	238.82
03/16/2016	PACIFIC POWER & LIGHT	227 NE Jefferson Street #1	232.84
03/01/2016	DEPARTMENT OF MOTOR VEHICLES	Title Fees (2010 FRHT and 2011 Intl Trucks)	231.00
03/01/2016	BRUCE BISHOF	Police Dept. Labor Contract Services	228.00
03/01/2016	US POST OFFICE	Annual First-Class Pre-Sort Fee	225.00
03/01/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Janitorial Services (Feb)	225.00
03/29/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Shops Janitorial Services (March)	225.00
03/16/2016	HARPER, HOUF, PETERSON,	Tracie & Turner St. Stop Sign	223.50
03/29/2016	H.A. MCCOY	Madras Skate Park Trail Topographic Survey	212.50
03/01/2016	JEFFERSON COUNTY GEOGRAPHIC	US Census BAS Boundary Change	210.00
03/16/2016	PACIFIC POWER & LIGHT	C Street Between 7th and 8th	205.69
03/16/2016	CASCADE NATURAL GAS	216 NW B Street- March 2016	203.20
03/01/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	Community Cleanup: Hwy 97 (Tops Trailer to Gruner)	200.00

Check Issue Date	Payee	Description	Check Amount
03/01/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	Community Cleanup: Fairgrounds Rd to Downtown	200.00
03/01/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (Feb)	200.00
03/01/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (Feb)	200.00
03/29/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (March)	200.00
03/29/2016	Madras Runners	Dep. Ref. Traffic Equip.: MADras Runners	200.00
03/16/2016	PACIFIC POWER & LIGHT	230 NW B Street	199.37
03/16/2016	CASCADE NATURAL GAS	2028 NW Airport Way- March 2016	196.82
03/16/2016	PACIFIC POWER & LIGHT	990 NW Birch Lane Pump	196.45
03/01/2016	Greh Fabrication, LLC	Metal for Shop: 2" Angle Iron	190.00
03/01/2016	BENDTEL	20002-665: Airport Way Phone Charges: (Feb-March)	173.41
03/29/2016	BENDTEL	20002-665: Airport Way Phone Charges: (March-April)	171.33
03/29/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (March)	167.11
03/29/2016	IMAGE INSPECTION SERVICES LTD	Sewer Camera Repairs	163.64
03/29/2016	Justin McCormack	WA/Sewer Refund - J.McCormack	157.00
03/16/2016	PACIFIC POWER & LIGHT	Corner of I and 5th Street	150.70
03/01/2016	Wild Winds Ranch, LLC	Catering Service Fee for Employee Appreciation Dinner	150.00
03/16/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Toilet Rental Parks (February)	150.00
03/29/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (March)	150.00
03/16/2016	HARPER, HOUF, PETERSON,	MHS Performing Arts Ctr. FEMA App	149.00
03/16/2016	HARPER, HOUF, PETERSON,	City Hall Roof Fall Protection	149.00
03/29/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (March)	141.40
03/01/2016	HANSEN, MEGAN	Mileage Reimbursement: Bank, Post Office, Excel Training	137.27
03/01/2016	BERG, ROB	OAMA Annual Dues	125.00
03/29/2016	CROOKED RIVER ADVANCED PLUMBING	GAB Building Faucet Repair	124.50
03/29/2016	PACIFIC POWER & LIGHT	Street Lights	119.32
03/16/2016	PACIFIC POWER & LIGHT	Street Lights	113.53
03/01/2016	BENDTEL	20002-666: City Hall Phone Charges: Feb-March	110.62
03/01/2016	BENDTEL	20002-666: City Hall Phone Charges: Feb-March	110.62
03/29/2016	JEFFERSON COUNTY GEOGRAPHIC	School Zone Speed Limit Map	105.00
03/29/2016	CASH	Petty Cash Reim. - DMV Registration	104.50
03/01/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	Utility Mgmt Bill Transalation	100.00
03/29/2016	BENDTEL	20002-666: City Hall Phone Charges: March-April	96.22
03/29/2016	BENDTEL	20002-666: City Hall Phone Charges: March-April	96.21
03/01/2016	CROOKED RIVER ADVANCED PLUMBING	Golf Course Restroom Repair	95.00
03/16/2016	PACIFIC POWER & LIGHT	S Corner of Cherry and Demers Drive	94.76
03/16/2016	Alexis Kerns	Sewer Refund- A. Kerns	93.88
03/16/2016	Deisi & Emanuel Estrada	WA/Sewer Refund - D&E Estrada	92.63
03/29/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (March)	90.17
03/01/2016	WATER RESOURCE DEPARTMENT	Madras WWT Lagoon Dues	85.00
03/16/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	84.75
03/16/2016	NORTHWEST BIOSOLIDS MANAGEMENT	2016 Dues/Memberships	84.00
03/01/2016	SNEAD, NICK	Mileage Reimbursement: Meetings and Training	77.01
03/16/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Toilet Rental- Golf Course (February)	75.00
03/29/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	74.87
03/16/2016	ONE CALL CONCEPTS INC.	Oregon Utility Notification Center Tickets (Feb)	71.40
03/16/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screen	70.00
03/29/2016	OREGON CITY PLANNING DIRECTORS ASSN	2015 Membership-N. Snead	70.00
03/16/2016	CENTURYLINK	Internet Services for SWWTP (Mar 2016)	68.92
03/16/2016	PACIFIC POWER & LIGHT	Trail Lights: 682 NW Hwy 97	68.18
03/16/2016	PACIFIC POWER & LIGHT	216 NW B Street	67.67
03/29/2016	MCNAMEE, BRANDIE	Mileage Reimbursement - OGFOA Training	64.80
03/16/2016	PACIFIC POWER & LIGHT	380 Canyon Road	63.73
03/16/2016	Kenneth Rodgers	Sewer Refund- K. Rodgers	62.99
03/29/2016	James Gano	WA/Sewer Refund - J. Gano	62.83
03/16/2016	PACIFIC POWER & LIGHT	675 SE Buff Street	62.04
03/16/2016	CASCADE NATURAL GAS	125 SW E Street- March 2016	57.39

Check Issue Date	Payee	Description	Check Amount
03/16/2016	PACIFIC POWER & LIGHT	1st and D Impound Lot	57.30
03/16/2016	WOOD, GORDON	Mileage Reimbursement: OAWU Mgmt Class	56.16
03/29/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
03/16/2016	CENTURYLINK	Internet Services for Airport (Mar 2016)	55.74
03/16/2016	Stephanie Hulsey	WA/Sewer Refund - S. Hulsey	54.77
03/01/2016	Oregon Health Authority	Drinking Water Services Exam App: Bo Doan	50.00
03/16/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screen, Records Search	50.00
03/01/2016	MCNAMEE, BRANDIE	Mileage Reimbursement: Budget Law Training	48.17
03/01/2016	PACIFIC NORTHWEST TELCO INC	Voicemail to Email Notifications	47.50
03/29/2016	Doug Kowaleski	Overpayment: D. Kowaleski	45.73
03/16/2016	PACIFIC POWER & LIGHT	28 NE Plum Street (Trail Lights)	45.25
03/16/2016	PACIFIC POWER & LIGHT	2260 NW Airport Way	44.39
03/16/2016	PACIFIC POWER & LIGHT	216 NW B Street	42.09
03/16/2016	Oregon Health Authority	2015 Drinking Water Services Operator Cert	40.00
03/16/2016	PACIFIC POWER & LIGHT	701 NW Cherry Lane	39.62
03/16/2016	PACIFIC POWER & LIGHT	1838 NW Demers Drive Shop	39.33
03/16/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screen	35.00
03/16/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screen	35.00
03/16/2016	JEFFERSON COUNTY GEOGRAPHIC	City of Madras Trail Map Update	35.00
03/29/2016	BIO-MED TESTING SERVICE INC.	DOT drug testing-PW	35.00
03/16/2016	PACIFIC POWER & LIGHT	Birdie Lane: Sewer Lift	32.71
03/16/2016	PACIFIC POWER & LIGHT	Corner of Tracie and Adams	32.02
03/16/2016	PACIFIC POWER & LIGHT	2142 NW Berg Drive	29.51
03/16/2016	Travis Harner	Overpayment: T. Harner	28.66
03/29/2016	PUDDY, SARA	Mileage Reimbursement: CIS Conference	28.40
03/29/2016	CASH	Petty Cash Reimbursment- Replenish Cash Drawer	25.84
03/29/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (March)	25.71
03/16/2016	Cathy Osborn	Sewer Refund- C. Osborn	20.04
03/16/2016	PACIFIC POWER & LIGHT	212 SW 5th Street, 2nd Meter	18.48
03/16/2016	PACIFIC POWER & LIGHT	B Street and Kinkade	18.48
03/16/2016	PACIFIC POWER & LIGHT	Corner of 4th and J Street	18.48
03/16/2016	DESCHUTES VALLEY WATER	Cherry Lane and Berg Drive	18.00
03/16/2016	DESCHUTES VALLEY WATER	City View Trail	18.00
03/16/2016	DESCHUTES VALLEY WATER	Crescent Park Yarrow	18.00
03/16/2016	DESCHUTES VALLEY WATER	Bean Park	18.00
03/16/2016	DESCHUTES VALLEY WATER	Hess Street and Hwy 26	18.00
03/16/2016	DESCHUTES VALLEY WATER	Floyd and Kenwood	18.00
03/16/2016	DESCHUTES VALLEY WATER	760 NW Birch Lane	18.00
03/16/2016	DESCHUTES VALLEY WATER	2020 NW Berg Drive	18.00
03/16/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26	18.00
03/16/2016	DESCHUTES VALLEY WATER	NW Adler Street (Clubhouse)	18.00
03/16/2016	DESCHUTES VALLEY WATER	NE of 725 SE Buff Street	18.00
03/16/2016	DESCHUTES VALLEY WATER	SW Fairgrounds Road	18.00
03/16/2016	DESCHUTES VALLEY WATER	Berg Drive	18.00
03/16/2016	DESCHUTES VALLEY WATER	1167 SW Hwy 97 Irrigation	18.00
03/16/2016	DESCHUTES VALLEY WATER	1076 SW Hwy 97 Irrigation	18.00
03/16/2016	DESCHUTES VALLEY WATER	SE Buff Street (by Bus Barn)	18.00
03/16/2016	DESCHUTES VALLEY WATER	1210 SW Hwy 97 Irrigation	18.00
03/16/2016	DESCHUTES VALLEY WATER	S. Adams and L Street	18.00
03/16/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (New Meter)	18.00
03/29/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (March)	12.67
03/29/2016	TOMBLESON, REBECCA	Batteries for Front Desk Button	9.84
03/29/2016	TOMBLESON, REBECCA	Mileage Reimbursement for Airport, PW	7.24
03/29/2016	Deidra Stura-Delaney	Sewer Refund- D. Stura	7.06
03/29/2016	BELL HARDWARE OF BEND	City Hall Key	7.00
03/16/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	Transalation Services: Front Desk: March 2016	6.93

Check Issue Date	Payee	Description	Check Amount	
03/29/2016	Compass Commercial	Overpayment: Compass Comm.	5.85	
03/16/2016	QLT	Extension bell	5.56	
03/29/2016	RICOH USA INC	PW & City Hall Copier Lease (March)	.82	
03/01/2016	BENDTEL	20002-669: Community Dev. Charges (Feb-March)	.15	
03/29/2016	BENDTEL	20002-669: Community Dev. Charges (March-April)	.15	
03/01/2016	RICOH USA INC	CONTRACT #: 500-0363258-000: Plotter Lease (Feb)	288.36-	V
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	321.97-	V
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	411.73-	V
03/01/2016	RICOH USA INC	PW & City Hall Copier Lease (Feb)	656.90-	V
Grand Totals:			243,290.28	

Report Criteria:
Report type: GL detail
Bank.Account description = "General Ckg - BOTC"

Bank of America Purchase Cards
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Date	Payee	Description	Amount
3/17/2016	COVENANT TECHNOLOGY	COVENANT TECH - PO 11054: PD Computer Replacement, Wastewater	$3,604.40
2/23/2016	WADDELL ELECTRICAL MEC	WADDELL ELECTRICAL - PO 10770: Demers Pump #2 Rebuild	$3,343.81
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Daimler Trucks: Development Proj.	$3,072.00
3/19/2016	TI TASER INTL	TASER INTL - PO 11052: Tasers, Cartridge, Holsters, Batteries	$2,678.91
3/16/2016	WILBUR ELLIS	WILBUR ELLIS - PO 10838: Chemicals for Airport Spray Application	$2,462.40
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Public Contracting Update	$2,104.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Public Contracting Update	$2,104.00
3/8/2016	DAY WIRELESS SYSTEMS	DAY WIRELESS -Veh 602 Radio/lights	$1,974.29
3/22/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - PO 10891: Quarterly Inspection	$1,822.00
3/3/2016	COMP-VIEW INC	COMP-VIEW INC - PO 10431: Fix Projectors in Council Chambers	$1,817.00
3/21/2016	LOWES	LOWES - #151 New Service Truck: Air Compressor & Generator	$1,634.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Tuition Program Misc. Work	$1,552.38
3/2/2016	COVENANT TECHNOLOGY	COVENANT TECH - Monthly Management Services (March)	$1,538.88
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Confidential Matter	$1,536.00
3/7/2016	CLASSIC WINDOW COVERINGS	WINDOW COVERINGS - PO 11055: Shades in Officer Report Rm	$1,490.00
3/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Dogwood/Runway/Beige (Feb)	$1,456.85
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Tuition Program Misc. Work	$1,454.08
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Land Use	$1,454.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$1,392.00
3/8/2016	DOOLEY ENTERPRISES,INC	DOOLEY ENTERPRISES - PO 11057: Ammunition	$1,379.50
3/2/2016	COVENANT TECHNOLOGY	COVENANT TECH - Monthly Management Services (March)	$1,302.13
3/17/2016	COVENANT TECHNOLOGY	COVENANT TECH - PO 10777: Computer/Software Upgrade at SWWTP	$1,294.49
3/15/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - PO 10890: Replaced City Hall Parking Lot Ballast	$1,125.56
2/29/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - PO10875 Elgin Sweeper Transmission	$1,117.85
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Solar Eclipse- Professional Service Agreement	$1,104.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Land Use Agreement for Control/Tenure	$1,024.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Land Use Agreement for Control/Tenure	$1,024.00
2/26/2016	CASELLE	CASELLE - Monthly Services (March 2016)	$987.67
3/3/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQUIP. - PO 10829: Groundsmaster Radiator Repair	$973.83
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Tuition Program: Review Applicants	$943.95
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Tuition Program Misc. Work	$905.27
3/2/2016	COVENANT TECHNOLOGY	COVENANT TECH - Monthly Management Services (March)	$828.63
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Review of CET Agreement	$816.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Berg Dr. ROW Dedication & Stormwater Easement	$784.00
3/17/2016	VZWRLSS MY VZ VB P	VERIZON - PW Cell Phones (February)	$757.96
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Code Enforcement (179 D Street)	$702.50
3/21/2016	GRANTWRITIN	GRANTWRITING - PO 11004: R. Tombleson: Registry-Grant Management	$595.00
3/10/2016	LES SCHWAB	LES SCHWAB - PO 11060: Veh 802 Tires	$584.32
3/16/2016	LES SCHWAB	LES SCHWAB - PO 11059: Veh 1002 All Season Tires	$584.32
3/18/2016	LES SCHWAB	LES SCHWAB - PO 11059: Veh 1001 All Season Tires	$584.32
3/9/2016	IMAGE INSPECTION SERVICES	IMAGE INSPECTION SERVICES - PO 10776: Repair Sewer Camera	$577.50
3/23/2016	BOLI TECHNICAL ASSIST	BOLI - M. Hansen/R. Tombleson: Registration-BOLI Labor & Leave	$570.00
3/16/2016	USA BLUE BOOK	USA BLUE BOOK - PO 10780: Gloves	$534.55
3/8/2016	NOR NORTHERN TOOL	NOR NORTHERN TOOL - fuel transfer tank for Tk150 Chevy crew cab	$506.98
3/2/2016	UW CONFERENCE MANAGEMENT	FAA NW CONF. - R. Berg: Registration - FAA Registration	$505.00
2/24/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - PO 10885 Honda Engine Plate Compactor	$504.25
3/3/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQUIP. - PO 10830: Install New Bedknives, Sharpen Reels	$502.29
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$496.00
3/4/2016	MADRAS AUTO PARTS	MADRAS AUTO - Fuel Pump for # 150 Waste Water Pickup	$493.01
3/4/2016	MADRAS AUTO PARTS	MADRAS AUTO - Mechanic Pump and Nozzle: #151 New Service Truck	$493.01
3/3/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQUIP. - Install New Bedknives, Sharpen Reels	$490.43
3/16/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Vise for # 149 and # 151 Trucks	$483.05
3/10/2016	LES SCHWAB	LES SCHWAB - Veh 802 Alignment/Brake	$481.61
3/22/2016	RICOH USA, INC	RICOH - City Hall Copiers Usage (March)	$457.78
3/9/2016	CONSOL SUPPLY	CONSOL SUPPLY - Parks Meter Project Parts	$454.19
3/16/2016	BEST BUY	BEST BUY - Parks Computer	$449.99
3/4/2016	SUNRIVER RESORT LODGE	SUNRIVER LODGE - PO 10766: G.Wood: Lodging-CEU Training	$448.16
2/26/2016	SUNRIVER RESORT LODGE	SUNRIVER RESORT LODGE - Class Hotel Room	$439.20
3/16/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Chemicals for Airport Spray Application	$435.84
3/9/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Notice of Public Meeting	$434.00
3/8/2016	NOR NORTHERN TOOL	NORTHERN TOOL - 2016 f35 Ford Fuel Transfer Tank	$431.99
3/22/2016	RICOH USA, INC	RICOH - City Hall Copiers Usage (March)	$416.97
3/22/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS MADRAS - Aqua Shade for Storage Pond	$403.36
3/9/2016	PHILS HARDWARE	PHILS HARDWARE - Shelf Unit for PW Building	$399.95
3/23/2016	THE BULLETIN-ADV	THE BULLETIN- Finance Director Recruitment	$394.00
3/21/2016	MADRAS PAINT AND GLASS	MADRAS PAINT/GLASS - Glass for PD Training Room	$388.00
3/22/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - Erickson Tanker Blower Maintenance	$385.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Handbook: OR Leave	$344.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Handbook: OR Leave	$344.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Wilbur-Ellis Lease Amendment	$336.00
3/10/2016	SIRCHIE FINGER PRINT LABO	SIRCHIE LABS- Evidence Room Supplies	$335.32
3/17/2016	OREGON ASSOC OF WATER UTILITIES	OREGON ASSOC OF WATER UTI - Sunriver Class	$335.00

Bank of America Purchase Cards
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Date	Payee	Description	Amount
3/9/2016	PHILS HARDWARE	PHILS HARDWARE - Shelf Unit for PW Building	$319.96
3/17/2016	SKILLPATH NATIONAL	SKILLPATH NATIONAL - K. Bedell: Registry-Managing/Supervising People	$299.00
3/23/2016	LINKEDIN.COM	LINKEDIN.COM - Finance Director Job Advertisement	$299.00
2/26/2016	QUALIFICATION TARGETS	QUALIFICATION TARGETS - Targets for Range Practice	$295.55
3/14/2016	USA BLUE BOOK	USA BLUE BOOK - Gloves, Sludge Judge, BOB Sensor	$295.33
3/2/2016	OVHD DR CO CNTRL OREGON	OVERHEAD DOOR - Shop Door Inspection	$291.50
3/2/2016	OVHD DR CO CNTRL OREGON	OVERHEAD DOOR - Duplicate Purchase (Shop Door Inspection)	$291.50
3/21/2016	CENTRALOREGONEWAD	CENTRALOREGONEWAD - Finance Director Recruitment	$285.00
3/3/2016	RICOH USA, INC	RICOH - City Hall Copiers: February Copies	$275.33
3/9/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - 2016 Chamber Directory Ad	$275.00
3/22/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - GF/AC Maint. at GAB Building	$275.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Time, Place, Manner Restrictions	$272.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Nuisance Property: 179 D Street	$272.00
3/9/2016	CONSOL SUPPLY	CONSOL SUPPLY - Parks Meter Project Parts	$253.42
2/25/2016	COMFORT SUITES AIRPORT	COMFORT SUITES - J.Wallace: Lodging- ARIDE Training	$250.15
3/22/2016	CENTRAL OREGON HEATING	CENTRAL OR HEATING - Maint. on Exhaust Fans at SWWTP	$250.00
3/4/2016	PRESTIGE FLAG	PRESTIGE FLAG - Flags and Towels for Golf Course	$248.90
2/26/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Vise for # 149 f-350, Wastewater	$241.53
3/8/2016	TS & S FORD	TS & S FORD -#149 Utility Truck Mud Flaps and Steps	$239.98
3/2/2016	COVENANT TECHNOLOGY	COVENANT TECH - Monthly Management Services (March)	$236.75
3/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Second Yarrow Round-a-Bout (Feb)	$230.58
3/22/2016	RICOH USA, INC	RICOH - Police Department Copy Usage (March)	$229.52
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Bean Foundation MOU	$229.34
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Bean Foundation MOU	$229.33
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Bean Foundation MOU	$229.33
3/16/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS - Chemicals for Trail Spray Application	$228.50
3/3/2016	USA BLUE BOOK	USA BLUE BOOK - Water Valve Lock Disks	$223.86
3/5/2016	PAYPAL HPENGINEERI	PAYPAL HPENGINEERI - Formwork for Concrete Book	$223.45
3/11/2016	FERRELLGAS L P	FERRELLGAS - 141.3 Gal Propane	$220.30
3/3/2016	RICOH USA, INC	RICOH - Police Department Copier: February Copies	$216.61
3/5/2016	PAYPAL HSCHLIERKAM	PAYPAL HSCHLIERKAM - Steel Construction. Manual	$215.00
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Airport Dump Services (Feb)	$214.76
2/26/2016	TS & S FORD	TS & S FORD - Replace Front Brakes Tk# 77, Wastewater	$213.95
2/26/2016	BEST WESTERN HOTELS	BEST WESTERN - K. Bedell: Lodging- ORWARN Conf.	$209.96
3/14/2016	SURVEYMONKEY.COM	SURVEYMONKEY.COM - Annual Fee for Service	$204.00
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Shops Dump Services (Feb)	$203.86
3/9/2016	USA BLUE BOOK	USA BLUE BOOK - Pipett and filters	$203.62
3/23/2016	TREASURE VALLEY COFFEE	IN TREASURE VALLEY- Coffee, Plates, Creamer	$201.00
2/25/2016	PHILS HARDWARE	ACE - Screws for Filing Cabinets	$200.00
3/14/2016	MADRAS AUTO PARTS	MADRAS AUTO - #68 Chevy Flatbed Turn Signal Switch	$199.99
3/3/2016	ACT APWA-Preventive Ma	ACT APWA - J. Brabham: Registration- Preventative Maint. Training	$195.00
3/18/2016	BEND BROADBAND	BENDBROADBAND -Police Department Internet (March)	$195.00
3/23/2016	TREASURE VALLEY COFFEE	TREASURE VALLEY COFFEE - Tea, Hot Cocoa, Coffee, Cups	$194.35
3/5/2016	PAYPAL LLVBFAN	PAYPAL LLVBFAN - Structural Concrete Book	$192.95
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Solar Eclipse- Professional Service Agreement	$192.00
3/9/2016	SUNRIVER RESORT LODGE	SUNRIVER RESORT- OGFOA Conference B.McNamee	$185.38
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Employee Tuition Program Misc. Work	$184.32
3/16/2016	ULINE SHIP SUPPLIES	ULINE SHIP SUPPLIES - Community Clean-up Bags	$181.91
2/25/2016	OVR O.CO/OVERSTOCK.COM	OVR O.CO/OVERSTOCK.COM - Trash Cans for PD Office	$179.97
3/8/2016	MADRAS AUTO PARTS	MADRAS AUTO - #150 FS Tk Waste Water Mud Flaps and Steps	$177.75
2/29/2016	SQ COVE ELECTRIC, INC.	SQ COVE ELECTRIC - Demers LS Pump Rewire	$177.00
3/1/2016	VARIDESK	VARIDESK - Finance Dept. Standing Desk	$175.00
3/3/2016	DETAIL PLUS	DETAIL PLUS - Detail # 68 Chevy Flatbed	$175.00
3/22/2016	RICOH USA, INC	RICOH - City Hall Copiers Usage (March)	$174.99
3/22/2016	STAPLES DIRECT	STAPLES - Electronic Safe for Finance Dept.	$174.99
2/28/2016	BONUS STORE	BONUS STORE - Masonry Walls Book	$168.53
3/3/2016	BEND BROADBAND	BEND BROADBAND - Monthly Internet Services (March)	$168.02
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$168.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$168.00
2/24/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test, Total Suspended Solids Tests	$162.00
3/10/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids Test	$162.00
3/11/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test, Total Suspended Solids Test	$162.00
3/16/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids Test	$162.00
3/23/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test and Total Suspended Solids	$162.00
3/3/2016	RICOH USA, INC	RICOH - City Hall Copiers: February Copies	$159.22
3/23/2016	OREGON SOCIETY CPAS	OREGON SOCIETY CPAS - Finance Director Job Advertisement	$150.00
3/23/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Wire Cable	$149.00
3/11/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE- Toner for Plotter and Index Dividers	$147.83
3/15/2016	SHILO INN PORTLAND I	SHILO INN PORTLAND - M.Hansen-Lodging-AP Training	$147.71
3/1/2016	AG WEST SUPPLY MADRAS	AG WEST - Cable for Power to Energize Crane , #149 f-350	$146.65
3/2/2016	BUILDER'S BOOK, INC.	BUILDER'S BOOK, INC. - Wood Design Reference Book	$145.95
3/9/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Public Hearing Notice	$145.31

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Date	Payee	Description	Amount
3/4/2016	TS & S FORD	TS & S FORD - #149 f-350 Mud Flaps and Steps	$144.99
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Covenant Tech: Service Agreement	$144.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Time, Place, Manner Restrictions	$144.00
3/4/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQUIP. - Screws, Joints	$143.39
3/3/2016	BEND BROADBAND	BEND BROADBAND - Monthly Internet Services (March)	$142.16
3/2/2016	NORTHSIDE FORD TRUCKS	NORTHSIDE FORD - #74 Windshield Washer Tank	$131.36
2/28/2016	THE GRAND HOTEL SALEM	THE GRAND HOTEL - S. Puddy: Meal- CIS Conference	$130.90
3/19/2016	ADT SECURITY	ADT SECURITY - PW Security (April-June)	$130.65
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - SDC Pmt: Java Rock Espresso	$128.00
3/17/2016	OFFICEMAX CT IN	OFFICEMAX - Toner for SWWTP	$126.06
3/18/2016	STAPLES DIRECT	STAPLES -Toner and File Tabs	$125.64
3/10/2016	SQ D'S LOCK AND KE	D'S LOCK & KEYS - #06 Dump Truck Keys	$125.00
3/15/2016	OVERTON SAFETY TRAININ	OVERTON SAFETY TRAINING - K. Bedell: Registration- Training	$125.00
3/2/2016	COVENANT TECHNOLOGY	COVENANT TECH - Monthly Management Services (March)	$118.36
3/3/2016	RICOH USA, INC	RICOH - PW Shop Copies (February)	$114.32
3/3/2016	RICOH USA, INC	RICOH - City Hall Copiers: February Copies	$113.25
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$112.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$112.00
3/7/2016	LA QUINTA INN & SUITES	LA QUINTA INN- M.Brown: Lodging-Child Abuse Summit	$109.40
3/18/2016	CENTURYLINK	CENTURYLINK - Golf Course Phone Services (March)	$106.98
2/29/2016	SQ COVE ELECTRIC, INC.	SQ COVE ELECTRIC - NWWTP Irrigation Pump Disconnect	$105.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Airport Ground Lease for Aeronautical Use	$100.00
2/27/2016	STAPLES DIRECT	STAPLES - Ink, Business Card Holders, Post It Flags	$99.81
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - PD/CH Dump Services (Feb)	$98.66
3/4/2016	MADRAS AUTO PARTS	MADRAS AUTO - Parks Trailer Tong Paddle Lock	$97.98
3/7/2016	MADRAS MEDICAL GROUP	MADRAS MEDICAL GROUP - DOT Physical- Public Works Staff	$96.00
2/23/2016	BEND BROADBAND	BEND BROADBAND - Airport Internet Services (March)	$91.90
3/3/2016	BEND BROADBAND	BEND BROADBAND - Monthly Internet Services (March)	$90.47
2/28/2016	COASTAL FARM & RANCH RED	COASTAL FARM & RANCH RED - Uniform Pants	$89.98
3/6/2016	CONSTRUCTION BOOK.COM	CONSTRUCTION BOOK.COM - Guide to Formwork	$89.65
3/9/2016	USA BLUE BOOK	USA BLUE BOOK - Flexible Packing Hooks	$89.57
2/25/2016	TREASURE VALLEY COFFEE	TREASURE VALLEY COFFEE - Creamer, Coffee, Sugar	$87.15
2/29/2016	AMER SOC CIVIL ENGINEERS	ASCE - Design Loads on Construction Reference Book	$86.95
3/18/2016	NATIONALSAFETYCOMPL	NATIONALSAFETYCOMPL - OSHA Safety Books	$86.13
3/4/2016	BMI	BMI - W. Brewer: Registration: Backflow Mgmt. Class	$85.00
2/25/2016	TREASURE VALLEY COFFEE	TREASURE VALLEY - City Hall Coffee and Airport Liner	$83.75
3/9/2016	AG WEST SUPPLY MADRAS	AG WEST - #72 High Pressure Hose for Aqua Tec	$81.92
3/10/2016	FREDPRYOR CAREERTRACK	FREDPRYOR CAREERTRACK - G. Wood: Registry- Supervisor Training	$79.00
2/29/2016	DESCHUTES WINDOW AND DOOR	DESCHUTES WINDOW AND DOOR - Airport Door Sweeps (GAV)	$75.00
3/16/2016	TS & S FORD	TS & S FORD - #151 F350 Ford Mechanic Truck: Mud Flaps	$75.00
3/21/2016	OMFOA	OMFOA - Finance Director Job Advertisement	$75.00
3/11/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE- Binders and Paper for URAP CD	$74.33
3/8/2016	BI-MART	BI-MART - Dry Erase Set, Bin, Coffee Maker, Dooley Board	$71.96
3/9/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - M Trail Hill Light Troubleshooting	$70.00
3/18/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Power Locate for Tree Removal	$70.00
2/29/2016	COASTAL FARM & RANCH RED	COASTAL FARM & RANCH RED - Pants for Uniform	$69.98
2/25/2016	WITMER PUBLIC SAFETY G	WITMER PUBLIC SAFETY - D.Farrester: Duty Belt Harness	$67.58
2/26/2016	ERICKSONS TW MADRAS	ERICKSONS - Water for council	$66.26
2/27/2016	COASTAL FARM & RANCH RED	COASTAL FARM & RANCH - G. Wood Uniform	$62.98
2/29/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (Feb)	$62.65
3/10/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (March)	$62.65
2/24/2016	CARSON - CREDIT	CARSON - 39 Gallons: Biodiesel	$60.96
3/1/2016	ADT-PROTECT YOUR HOME	ADT-PROTECT YOUR HOME - Golf Shop Security	$59.99
3/21/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Overnight Shipping Evidence to Crime Lab	$59.67
2/29/2016	MADRAS AUTO PARTS	MADRAS AUTO - # 209: 211 Parks Mower Belts	$58.77
3/10/2016	STAPLES DIRECT	STAPLES - Post-its, Hanging files	$57.97
3/11/2016	LES SCHWAB	LES SCHWAB - Veh 1501 Winter Change Over	$57.56
3/11/2016	LES SCHWAB	LES SCHWAB - Veh 1502 Tire Change Over	$57.56
3/17/2016	LES SCHWAB	LES SCHWAB - Veh 1402 Winter Change Over	$57.56
2/29/2016	NATIONALSAFETYCOMPL	NATIONALSAFETYCOMPL - OSHA Reference Book	$56.86
3/2/2016	TRAFFIC SAFETY SUPPLY CO	TRAFFIC SAFETY SUPPLY - Prince Palace Sign	$56.83
2/26/2016	ERICKSONS TW MADRAS	ERICKSONS - Water for MRC	$56.02
3/1/2016	DECATUR ELECTRONICS INC	DECATUR ELECTRONICS - MPH Fork for Radar Trailer	$55.00
3/2/2016	PHILS HARDWARE	PHILS HARDWARE - Multi Meter, Wrench, Thread Tape	$53.97
3/9/2016	PHILS HARDWARE	PHILS HARDWARE - Templit for Tag Holder at CH	$51.95
3/3/2016	IN QUANTUM COMMUNICATION	IN QUANTUM COMMUNICATION - Ethernet Port for Radio Traffic	$50.00
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Park Litter Cans Services (Feb)	$50.00
3/3/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Ink Cartridges	$49.98
3/2/2016	BI-MART	BI-MART - Table for Golf Shop	$49.97
3/23/2016	PLATT ELECTRIC	PLATT ELECTRIC 115 - Batteries	$49.95
2/24/2016	SSI SCHOOL SPECIALTY	SSI SCHOOL SPECIAL - Post-it Tabs	$48.63
3/10/2016	MADRAS AUTO PARTS	MADRAS AUTO - Tail and Turn Lights for Parks Trailer	$48.61

Bank of America Purchase Cards
March 2016

Date	Payee	Description	Amount
2/25/2016	BENTLEYS GRILL	BENTLEYS GRILL - S. Puddy: Meal- CIS Conference	$47.15
3/11/2016	PHILS HARDWARE	PHILS HARDWARE - Polymer Mixer Repair: Clamps, Screwdrivers, Hose	$46.38
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - SWWTP Dump Services (Feb)	$44.89
3/2/2016	STAPLES DIRECT	STAPLES - Standing Mat	$42.19
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Fishing Pond Dump Services (Feb)	$42.09
3/1/2016	PHILS HARDWARE	PHILS HARDWARE - Wiping Cloths, Locks for Parks	$41.97
2/26/2016	SHELL OIL	SHELL OIL - K. Bell: Gas- ORWARN Conf.	$40.90
3/9/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - Supplemental Budget	$40.69
3/14/2016	BI-MART	BI-MART - Chamber Room Clock, Batteries	$40.47
2/26/2016	OFFICEMAX CT	OFFICEMAX - Paper, Files, Garbage Bags	$40.43
3/3/2016	MADRAS AUTO PARTS	MADRAS AUTO - Unit # 149 Terminals for Crane Power Connection	$40.20
3/17/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE LLC - Lamination	$40.00
3/14/2016	PHILS HARDWARE	PHILS HARDWARE - Rat Killer for Waste Water Building	$39.98
3/3/2016	MADRAS AUTO PARTS	MADRAS AUTO - Belts for Parks Mowers # 201 - 204	$39.96
3/2/2016	TARGET.COM	TARGET.COM - Engineering Paper	$37.14
3/16/2016	NORTHSIDE FORD TRUCKS	NORTHSIDE FORD - #72 Aqua Tec Door Pin Sewer Cleaner	$37.09
2/29/2016	MISSION LINEN	MISSION LINEN - PW Building Mat Services (Feb)	$36.38
3/10/2016	MISSION LINEN	MISSION LINEN - PW Mat Services (March)	$36.38
3/22/2016	AG WEST SUPPLY MADRAS	AG WEST - #150 Truck Fittings for Transfer Truck, Waste Water	$35.36
3/9/2016	MADRAS SANITARY	MADRAS SANITARY - Golf Course Dump Services (Feb)	$34.76
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Grass Runway Agreement	$32.00
3/18/2016	OFFICEMAX CT	OFFICEMAX - Toner for SWWTP	$31.91
3/4/2016	PHILS HARDWARE	PHILS HARDWARE - Magnet and Tape for Trash Pickup	$29.97
3/4/2016	WESTERN EQUIPMENT DISTRIB	WESTERN EQUIP. - Gasket Pump	$29.46
3/1/2016	TREASURE VALLEY COFFEE	TREASURE VALLEY - PW Building: Creamer, Tang, Cups	$29.15
3/16/2016	CHEVRON	CHEVRON - G.Poland: Gas- Training	$28.63
3/2/2016	PHILS HARDWARE	ACE - Pressure Washer Parts (Hose, Coupling, Bleach)	$28.43
3/15/2016	SHILO INN REST	SHILO INN RESTUARANT - M.Hansen: Meal- AP Training	$27.60
3/1/2016	TARGET.COM	TARGET.COM - Casio Calculator	$26.98
3/3/2016	BEND BROADBAND	BEND BROADBAND - Monthly Internet Services (March)	$25.85
3/4/2016	SUNRIVER RESORT LODGE	SUNRIVER LODGE - PO 10766: G.Wood: Meal-CEU Training	$25.00
2/25/2016	PHILS HARDWARE	PHILS HARDWARE - Trash Bags	$24.98
3/7/2016	EXXONMOBIL	EXXONMOBIL- M. Brown: Fuel-Child Abuse Summit	$24.94
3/18/2016	RICOH USA, INC	RICOH - Wastewater Copies (Feb-March)	$24.75
3/22/2016	MADRAS AUTO PARTS	MADRAS AUTO - Utility Belts	$23.74
3/10/2016	PHILS HARDWARE	PHILS HARDWARE - Pipe Irrigation Golf Course (Primer, Cement, Adapter)	$23.43
3/21/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Parts (Cement, Bushing)	$23.43
3/8/2016	SNOWS CLEANERS	SNOWS CLEANERS - Farrester Uniform Cleaning	$23.00
3/9/2016	PHILS HARDWARE	PHILS HARDWARE - Surge Protector	$22.98
3/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-Bout (Feb)	$22.82
3/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - LIG (Feb)	$22.82
3/10/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (March)	$22.72
3/18/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (February)	$22.72
2/25/2016	PHILS HARDWARE	PHILS HARDWARE - Batteries	$21.98
3/3/2016	BI-MART	BI-MART - Personal Charge: Paid R# 5014249	$21.79
3/9/2016	PHILS HARDWARE	PHILS HARDWARE - Tag Holders for CH	$20.55
3/18/2016	ERICKSONS TW MADRAS	ERICKSONS - Water	$20.38
3/3/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE- Wilbur Ellis Land Release Mailing to FAA	$20.28
3/18/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - File Drawer Labels	$20.19
3/15/2016	HOT POT N SUSHI	HOT POT N SUSHI - M.Hansen-Meal- AP Training	$19.75
3/16/2016	THE HOME DEPOT	HOME DEPOT - Pipe Irrigation Golf Course (Tees, Bushing, Adapter)	$19.38
2/29/2016	SUNRIVER RESORT LODGE F A	SUNRIVER LODGE: PO 10766: G.Wood: Meal-CEU Training	$18.50
2/24/2016	LOCAL OCEAN SEAFOODS INC	LOCAL OCEAN SEAFOODS - K. Bedell: Meal- ORWARN Conf.	$18.40
3/4/2016	SUNRIVER RESORT LODGE	SUNRIVER LODGE - PO 10766: G.Wood: Meal-CEU Training	$18.40
3/4/2016	SUNRIVER RESORT LODGE	SUNRIVER LODGE - PO 10766: G.Wood: Meal-CEU Training	$18.25
3/3/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (Feb)	$17.10
3/18/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (Feb)	$17.10
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Cat AG Hanger Lease	$16.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - MOU with Jeff. Co. Fair Complex for Snow Removal	$16.00
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - MOU- Sandbagger Equipment	$16.00
3/8/2016	GALLS HQ	GALLS HQ - Durate Name Badge	$15.95
3/11/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE- Sheet Protectors	$15.49
3/4/2016	PREMIER BUILDERS EXCHANGE	PREMIER BUILDERS EXCHANGE - RFP for Hwy 97 & L St. Project	$14.50
3/10/2016	PILOT BUTTE DRIVE-IN	PILOT BUTTE DRIVE-IN - B.Schulke: Meal- Fire Arms Training	$13.95
3/3/2016	MADRAS AUTO PARTS	MADRAS AUTO - Diesel Engine Coolant Conditioner for Shop	$13.59
3/16/2016	ALMOST HOME RESTAURANT	ALMOST HOME RESTAURANT - G. Poland: Meal- WW Training	$13.21
3/8/2016	TACO BELL	TACO BELL - B.Schulke: Meal- Fire Arms Training	$13.18
3/15/2016	ALMOST HOME RESTAURANT	ALMOST HOME RESTAURANT - G.Poland: Meal- WW Training	$13.10
3/17/2016	CONSOL SUPP-BEND	CONSOL SUPPLY - Gaskets for SWWTF Meters	$12.90
3/1/2016	STAPLES DIRECT	STAPLES - Pens	$11.99
2/25/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	$11.50
2/24/2016	RAM RESTAURANT SALEM	RAM RESTAURANT - S. Puddy: Meal- CIS Conference	$11.44

Bank of America Purchase Cards
March 2016

Date	Payee	Description	Amount
2/24/2016	BUFFALO WILD WINGS	BUFFALO WILD WINGS - J.Wallace: Meal- ARIDE Training	$10.99
2/26/2016	ERICKSONS TW MADRAS	ERICKSONS - Cleaning supplies for PW	$10.24
2/25/2016	American Energy	AMERICAN ENERGY (Circle K)- Veh 1301 Car Wash	$10.00
3/9/2016	BI-MART	BI-MART - USB Cable	$9.99
3/4/2016	DEL TACO	DEL TACO - B.Schulke: Meal- Fire Arms Training	$9.87
3/11/2016	DEL TACO	DEL TACO - B.Schulke: Meal- Fire Arms Training	$9.80
2/24/2016	SUBWAY	SUBWAY - J.Wallace: Meal- ARIDE Training	$9.75
3/2/2016	JIMMY JOHNS	JIMMY JOHNS - B.Schulke: Meal- Fire Arms Training	$9.75
3/5/2016	MCDONALD'S	MCDONALD'S - Breakfast for Subject Case 16-0202	$9.57
3/7/2016	JIMMY JOHNS	JIMMY JOHNS - B.Schulke: Meal- Fire Arms Training	$9.50
3/1/2016	DEL TACO	DEL TACO - B.Schulke: Meal- Fire Arms Training	$9.20
3/8/2016	BI-MART	BI-MART - Garbage Bags for PD	$9.18
3/1/2016	PHILS HARDWARE	PHILS HARDWARE - Trash Bags	$8.99
3/9/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Star Drive for Tag Holder at CH	$8.73
2/25/2016	BURGER KING	BURGER KING - J.Wallace: Dinner- ARIDE Training	$8.63
3/8/2016	PHILS HARDWARE	PHILS HARDWARE - Water Hose Repair (Cup Hooks)	$8.49
2/29/2016	TACO BELL	TACO BELL - B.Schulke: Meal- Fire Arms Training	$8.17
3/7/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Frock for Drawers: #151 New Service Truck	$8.04
3/9/2016	BI-MART	BI-MART - Memory Stick	$7.99
3/18/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - 9x12 Envelopes	$7.99
3/3/2016	WENDY'S	WENDY'S 12804 - B.Schulke: Meal- Fire Arms Training	$7.98
3/7/2016	WENDY'S	WENDY'S - B.Schulke: Meal- Fire Arms Training	$7.59
3/8/2016	PHILS HARDWARE	ACE - #72 Aqua Tec Hardware for Drivers Door Repair	$7.35
3/8/2016	MADRAS AUTO PARTS	MADRAS AUTO - #72 Aqua Tec Control Switches	$6.99
3/15/2016	PHILS HARDWARE	PHILS HARDWARE - Repair Sod Cutter (Fastener, Nuts, Bolts)	$6.48
3/4/2016	MADRAS OIL CENTER	MADRAS OIL - Veh 1002; Balance from Credit to Inv 59047	$6.47
3/21/2016	BI-MART	BI-MART - Phone Charger	$6.39
3/7/2016	MADRAS AUTO PARTS	MADRAS AUTO - Control Switch for Aqua Tec # 72	$6.25
2/29/2016	CHEVRON	CHEVRON CIRCLE K - Veh 901 Car Wash	$6.00
3/17/2016	American Energy	American Energy -Veh #802 Circle K Car Wash	$6.00
3/10/2016	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION - International Fee for Image Services	$5.78
3/19/2016	STAPLES DIRECT	STAPLES - Envelopes	$5.00
2/24/2016	MCDONALD'S	MCDONALD'S - J.Wallace: Meal- ARIDE Training	$4.99
3/11/2016	PHILS HARDWARE	PHILS HARDWARE - Boat Plug for NWWTF	$4.60
2/29/2016	MISSION LINEN	MISSION LINEN - Fleet Veh Seat Cover Cleaning	$4.00
3/10/2016	MISSION LINEN	MISSION LINEN - Seat Cover Cleaning (March)	$4.00
3/9/2016	PHILS HARDWARE	ACE - # 74 Elgin Sweeper Keys	$3.98
2/26/2016	ERICKSONS TW MADRAS	ERICKSONS - DI Water SWWTF Lab	$3.96
3/18/2016	MILLER LUMBER	MILLER LUMBER - Expansion Joint: Meter Repair	$3.90
3/4/2016	CRESTVIEW CABLE COMMUNICATIONS	CRESTVIEW CABLE - Monthly Services (March)	$3.73
3/4/2016	CRESTVIEW CABLE COMMUNICATIONS	CRESTVIEW CABLE - Monthly Services (March)	$3.16
3/4/2016	CRESTVIEW CABLE COMMUNICATIONS	CRESTVIEW CABLE - Monthly Services (March)	$2.01
2/29/2016	MISSION LINEN	MISSION LINEN - PW Coverall Cleaning	$1.74
3/10/2016	MISSION LINEN	MISSION LINEN - Coverall Cleaning (March)	$1.74
3/2/2016	PHILS HARDWARE	PHILS HARDWARE - Chain	$1.49
3/4/2016	CRESTVIEW CABLE COMMUNICATIONS	CRESTVIEW CABLE - Monthly Services (March)	$0.57
3/3/2016	RICOH USA, INC	RICOH - City Hall Copiers: February Copies	$0.33
3/4/2016	CRESTVIEW CABLE COMMUNICATIONS	CRESTVIEW CABLE - Monthly Services (March)	$0.28
3/15/2016	ACT APWA-Preventive Ma	ACT APWA - J. Brabham: Registration Cancellation	($195.00)
		TOTAL	**$95,617.20**

MARCH 2016 MRC			
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Loan Agreement: David Potter	$640.00
3/9/2016	COMMUNITY NEWSPAPERS	COMMUNITY NEWSPAPERS - MRC Commission Plan	$418.50
3/11/2016	BRYANT, LOVLIEN & JARVIS	BRYANT, LOV & JARV - Misc. Matters	$48.00
		MRC TOTAL	**$ 1,106.50**

GRAND TOTAL $ 96,723.70

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS
MARCH 22, 2016

I CALL TO ORDER

The City Council meeting was called to order by Mayor Royce Embanks at 7:00 p.m. on Tuesday, March 22, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:
Mayor Royce Embanks Jr. and Councilors Bill Montgomery, Bartt Brick, Richard Ladeby, Tom Brown, Gary Walker, and Chuck Schmidt.

CITY STAFF MEMBERS IN ATTEDANCE WERE:
City Administrator, Gus Burril; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis, PC; HR and Administrative Coordinator, Sara Puddy; Police Chief, Tanner Stanfill; Community Development Director, Nicholas Snead; Public Works Director, Jeff Hurd; Finance Director, Brandie McNamee; Building/Fleet/Street Supervisor, Rod Fulton, and City Recorder, Karen J. Coleman.

VISITORS IN ATTENDANCE WERE:
Janet Brown, EDCO Manager for Jefferson County, and Holly Gill, News Editor with the Madras Pioneer.

II PLEDGE OF ALLEGIANCE AND PRAYER

Mayor Embanks 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 Minutes From the March 8, 2016 Special City Council Meeting

B. Approval of Minutes From the March 8, 2016 City Council Meeting

C. Approval of Arbor Day Proclamation Proclaiming April 3-9, 2016 as Arbor Week and April 22, 2016 as Arbor Day Within the City of Madras

D. Approval of Contract Change Order No.1 – Construction Services Contract With R-2 Contractors, Inc. for Additional Work Extending the Electrical to Street Trees, Additional ADA Ramp, Addition of Drip Irrigation on Street Light & Credit for Deleted Street Tree and Irrigation Highway 97 and S.W. "L" Street Sidewalk Improvements Project # 2015-03

E. Approval of Contract Change Order No. 2 for Professional Services Contract H.A. McCoy Engineering and Surveying, LLC to Perform Design and Construction Services for the "H" Street Pedestrian Improvements Project #2015-10

F. Approval of Land Use Agreements for Control and Tenure for the Madras Skate Park to Youth Fishing Pond Trail Project, Deschutes Valley Water District, Jefferson County Fairgrounds, Cascade Ridge Apartments

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL ACCEPT THE [CONSENT] **AGENDA AS WRITTEN. THE MOTION PASSED UNANIMOUSLY, 6/0.**

IV VISITOR COMMENTS

Mayor Embanks provided those in attendance with an opportunity to present comments at this time.

There were no comments offered.

V ECONOMIC DEVELOPOMENT FOR CENTRAL OREGON'S ANNUAL REPORT

Janet Brown, EDCO Manager for Jefferson County, came forward and explained that she was actually in attendance to provide Council with some background information on EDCO because there are a lot of new Councilors. She mentioned that she and Executive Director, Roger Lee, will be here sometime in August 2016 or early September to present the Annual Report.

She announced that in the Spotted Frog lawsuit today, the judge actually ruled to deny the motion and the injunction. It was a packed room with individuals out in the hall. The judge had mentioned that she was denying it before it even started. It is not over but at least this is a great first decision.

She distributed a handout containing a list of frequently asked questions and the answers to those questions. She reminded the Council that sometimes people think that she is a County employee, but she is actually an EDCO employee. She then reviewed the list of questions and presented the answers.

- EDCO was formed in 1981 by a group of private business and public leaders representing the entire tri-county area.
- Their focus is helping attract primary jobs which they call traded-sector jobs.
- Primary, or traded-sector, employers are typically manufacturers or technology-based companies that export a majority of their goods or services outside of the Central Oregon market area. Secondary employers include commercial and retail trade, construction, professional services, health care, and government. Secondary employers are crucial for a healthy and vibrant economy.
- Past projects include commercial air service recruitment to Redmond, recruitment of a four-year university in Central Oregon, industrial lands development, and improved and expanded infrastructure.
- A majority of EDCO's client companies are small with less than 50 employees.
- EDCO uses a multi-faceted approach to market the region and generate interest for companies to relocate or expand to the Central Oregon area. They use direct mail, client visits, relationships with Business Oregon and site selection firms, telemarketing, trade shows, media relations, purchase of lead lists, primary research, local leads and other proven methods to build relationships with key corporate decision makers.
- EDCO assists local primary employers by identifying their needs and once their needs have been identified, they use many of the same tools used in recruitment (e.g. Enterprise Zone, assistance with logistics, real estate, financing, workforce sourcing, finding suppliers, permitting, incentives and other help as needed).
- All of them out in the field are required to put together a KPI (Key Performance Indicator) on a quarterly basis so all of those numbers roll up. Over the past decade, EDCO as a company has helped over 220 companies with expansions,

relocation, and successful launch of new start-ups. These companies have collectively invested over $1 billion in taxable real property and created more than 4,400 new, well-paying jobs that support an additional estimated 8,800 secondary jobs.

- All of the revenues that are raised in Jefferson County are used towards the Jefferson County program. Without local contributions, there is no local program, manager, or physical presence in Jefferson County for the businesses. The balance not raised by businesses, individuals, cities, tribes, and others is made whole by Jefferson County from state dedicated economic development funds.

  In her opinion, Madras actually gets a very good deal because a lot of her time is spent on Madras and of the budget Madras pays 13% of the program. She spends a lot more time than 13% working on projects and issues here. The City also donates office space at the Airport which is very nice as it is right in the middle of the Airport-Industrial Site.

- EDCO has been in business for 35 years.

- The EDCO Manager for Jefferson County manages the Jefferson County Enterprise Zone consisting of four sponsors (e.g. Jefferson County, and the Cities of Madras, Metolius, and Culver). It is unusual to have so many sponsors in Central Oregon and it makes it more difficult to work with.

  She mentioned that she had worked on expanding the Enterprise Zone Boundary last year, which was key to Daimler, because they would have been unable to utilize the Enterprise Zone unless it was expanded. Approximately 1,400 acres more or less was added to the Enterprise Zone last year. There is still a lot of room for expansion in the other communities as well.

  She advised Council that she has just started the process of renewing the Enterprise Zone. It is a 10-year Enterprise Zone, is ran by the state, is approved by Business Oregon, and has to be given up or renewed every 10 years. She will be attending the County Commission meeting and City Council meetings over the next couple of months. Renewing the Enterprise Zone is quite a process. The Enterprise Zone is the biggest incentive that she can use to help get companies to come here. She then explained how the Enterprise Zone works and provided the names of all of the local Advisory Board members.

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

VI MADRAS MUNICIPAL AIRPORT WEST ACCESS ROAD (aka DAIMLER ROAD) PROCUREMENT OF TESTING SERVICES, CONSTRUCTION MATERIALS, LABOR RENTAL EQUIPMENT, AND WATERLINE

Building/Fleet/Street Supervisor Fulton came forward and explained that he is coming before the Council tonight on the procurement of materials for the Daimler Road Project (aka Madras Municipal Airport West Access Road) as the City crew will be doing the subgrade work. He indicated that he needs the Council's approval to procure the materials (i.e. culvert pipe, rock bedding, and silt fencing). In the base where the culverts go, they are actually going to install rock after Deschutes Valley Water District puts their waterline in for testing and compaction.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE THE PUBLIC WORKS DEPARTMENT TO PROCURE CONSTRUCTION MATERIALS, TESTING SERVICES, CONTRACTED LABOR, AND RENTAL EQUIPMENT IN THE AMOUNT OF $50,895.37 AND APPROVE DESCHUTES VALLEY WATER DISTRICT TO INSTALL WATERLINES IN THE AMOUNT OF $137,304.00 FOR CONSTRUCTION OF THE MADRAS MUNICIPAL AIRPORT WEST ACCESS ROAD PROJECT. THE MOTION PASSED UNANIMOUSLY, 6/0.

VII RESOLUTIONS

A. RESOLUTION NO. 06-2016

A resolution authorizing the City of Madras to apply for Local Government Grant Program funding from the Oregon Parks and Recreation Department for the "Madras Bike and Skate Park to Youth Fishing Pond Trail Connection Project Phase 2" in the amount of $660,000.

Public Works Director Hurd explained that the proposed resolution is a resolution to apply to the Local Government Grant Program for the next phase of the Willow Creek Trail from "J" Street down to the youth fishing pond. The City has applied through the Recreational Trails Program for Phase I of the trail section which extends from the Skate Park down to "J" Street. The funding cycle is available right now so staff decided to submit an application which is due by April 1, 2016. The way staff has set this up is that we would leverage the Recreational Trails Program dollars against the Local Government Grant Program dollars to help with the 60/40 match.

Staff is estimating the total project cost to be about $660,000. They will have City cash in an approximate amount of $108,000, and land donations from the Deschutes Valley Water District, Jefferson County, and Cascade Ridge Apartments. The land donations can be utilized as an in-kind match.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT THE COUNCIL AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY, RESOLUTION NO. 06-2016 TO AUTHORIZE THE CITY TO APPLY FOR THE LOCAL GOVERNMENT GRANT PROGRAM FUNDING FOR THE MADRAS BIKE AND SKATE PARK YOUTH FISHING POND TRAIL CONNECTION PROJECT PHASE 2 IN THE AMOUNT OF $660,000.

B. RESOLUTION NO. 07-2016

A resolution authorizing the City of Madras to apply for a Clean Water State Revolving Fund Loan from the Oregon Department of Environmental Quality for the "Herzberg Heights and Bel Air Subdivision Wastewater Improvement Project in the amount of $1,115,000.

Public Works Director Hurd advised Council that the City has a portion of sewer which extends up into the Bel Air Subdivision along Chestnut Street, but the rest of the subdivision does not have sewer and many of them are on failing septic systems. The Public Works Department gets constant calls from homeowners in that area, telling them that their septic system is failing and they need to connect to the City's system. Staff has to explain that the line is over here, it costs this much to get it there, and we do not have the funds. This doesn't work well for the property owners because they need sewer and it decreases their home values.

What he has been looking at trying to do for several years now is find a way to fund a project to where sewer can be brought into that entire neighborhood. The Department of Environmental Quality has a fund, the Clean Water State Revolving Fund, which is basically a loan, but is a loan with principal forgiveness so it is basically a grant. They are offering 50% principal forgiveness right now. The project is estimated at $1.1 million dollars. DEQ will forgive up to 50% of the amount or $500,000, the lesser of the two, and the City would be responsible for the remainder of the funding.

What he is proposing is that the City apply for this loan right now to get into the system, and save our half of the money over the next two fiscal years to go do the construction project. The City will be able to keep the loan for up to a three

year period. The DEQ is telling him to get into the system so they can get the loan set up and once the City is ready to pull from the loan the City can just pull the funding out.

Staff is recommending that the City go ahead and apply for the loan. If things happen down the road and we need funding for something else, we do not have to pull the loan. What he would like to do is get the loan and once we have our funding set up for the portion of the loan that we are responsible for, we would take the loan out and do the work. The loan payments begin upon completion of the work. He indicated that he wants to have sufficient funds collected by that time to make one loan payment which would pay the loan off.

This would bring sewer into that neighborhood. It gives them a way to connect and get off of their septic systems. This would also increase their property values because now they are able to advertise for resale as they have a connection to the City sewer.

Councilor Schmidt wanted to know how he was proposing to fund the City's share of the loan in two years.

Public Works Director Hurd explained that staff has set aside a line item called "Reserve for Future Expenditures" which is basically like a savings account within the fund. It cannot be touched until the next year. Staff is proposing to set a portion aside this fiscal year and then in the next fiscal year they will set aside the remaining portion of the funds that are needed to pay off the loan. He changed his mind and said that actually next year they can just go ahead and do the work and wouldn't have to place the funding in that account. They could just go ahead and program the project for that next fiscal year.

Councilor Montgomery inquired as to how many other areas of town are in this same situation.

Public Works Director Hurd told Councilor Montgomery that the Jefferson Street area, which is the North Unit Subdivision, and the Seventh Street area in between the two highways have a similar situation. The City has a section of line up into there, but there are still areas in that neighborhood that do not have sewer. There is also the neighborhood up on Lee Street. He said that he would love to do all of the neighborhoods, but this is the neighborhood that he gets the most calls from so he figured that this would be a good place to start.

Councilor Walker wanted to know how many customers will be hooking up to the sewer and what kind of monthly income would be generated from those customers.

Public Works Director Hurd mentioned that staff had estimated that there would be about 72 connections as part of this project which would generate about $4,000 per month in sewer user fees. This would come to approximately $48,000 annually. When they go to connect there is also a Systems Development Charge payment of around $5,000 per connection. The City has installed sewer lines in the past and anticipated that everyone would connect, but that didn't happen, so he would recommend that we hold on to this loan until we have sufficient funding to pay our portion of the loan off.

Councilor Brick wanted to know if once the sewer is available, if the residents are required to hook up to it.

Public Works Director Hurd told him that they are not. Until their system starts to fail and a determination is made by the County Sanitarian, Rich Black, that they cannot redo their septic system, then they will have to connect. Because this is also a distressed neighborhood, the City has plans setup to help property owners as they will have a burdensome amount to have to pay (e.g. the cost of a contractor to connect, $5,000 in SDC charges), the City allows them to do a payment plan to help them out.

Councilor Brick asked Public Works Director Hurd what items he would not be able to put into the budget if he were to put this into the budget.

Public Works Director Hurd explained that they haven't yet gone through and detailed out their maintenance for the equipment for the plant. Staff is trying to create one right now to determine what routine equipment will need to be replaced on an annual basis for every three, four, or five years. The Department has never had one of those before, so is trying to develop one.

City Administrator Burril clarified that property owners do not have to hook on to the City sewer system until their septic systems fail. There is a bit of a public health issue up there as the lots are small and the soil is poor. At a certain point it pencils out for the property owner to convert because if they can't get a good septic filled in there they have to move to an expensive filter system.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR GARY WALKER THAT THE COUNCIL AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY, RESOLUTION NO. 07-2016, AUTHORIZING THE CITY TO APPLY FOR CLEAN WATER STATE REVOLVING LOAN FUNDS FOR THE HERZBERG HEIGHTS AND BEL AIR SUBDIVISION WASTEWATER IMPROVEMENT PROJECT IN THE AMOUNT OF $1,115,000. THE MOTION PASSED UNANIMOUSLY, 6/0.

VIII INSTALLATION OF A "SPASH PAD" AT SAHALEE PARK BY THE BEAN FOUNDATION AND KEITH INVESTMENTS, LLC

Public Works Director Hurd advised Council that the Bean Foundation wants to donate a "splash pad" at Sahalee Park. The City's Open Space Master Plan calls for having a "splash pad" at that park. He and Councilor Schmidt have been working on this to try to determine what the cost would be, what the engineering costs would be, and what the maintenance costs would be, as well as how it would impact the City and who would do the work.

The Bean Foundation has gotten help from Keith Investments. He indicated that he believes that Central Oregon Seeds, Inc. is considering the donation of some materials as well.

The City has never been in a situation before where somebody wants to build on City property. Staff was not sure how to approach this. Normally there would be a contract between the City and a contractor. There are certain requirements that would need to be met such as bonding, insurance, warranties, etc. The City would also have to follow public procurement laws. Since the Bean Foundation is not part of a public entity, they do not have to follow public contracting laws.

Staff has been talking with legal counsel to determine how the City can allow this to happen and found that there is a way that the City can allow the Bean Foundation to construct the "splash pad" on city property. It would be similar to what the City just did with the Event Planner and that would be through a special procurement process. If Council is agreeable with this they just need to make those findings, and make a motion that they will allow the Bean Foundation to install the pad.

He mentioned the need to have some form of agreement with whoever is doing the work, for example the Bean Foundation or Keith Investments. We would require bonding and insurance with a contract. If someone were to get hurt on the City's property we want to make sure that they have insurance, we also want to make sure that they have a Performance and Payment Bond, and that the contractor will be required to provide a warranty once the project has been completed. He suggested that the City enter into an agreement with the Bean Foundation that specifies that their contractor will provide these things.

Councilor Schmidt explained that he had met with Mark Foster, Keith Investments, and that Mr. Foster would like to see more community involvement in the project. During their meeting Mr. Foster had contacted Central Oregon Seeds, Inc. to see if they would be willing to donate some Basalt for the benches and they had indicated that they would. Councilor Schmidt assured the Council that everything meets the City's Master Plan for

that area. Public Works Director Hurd has done a lot of work with the Oregon Department of Environmental Quality to be able to send the water to the City's storm water system rather than into the City sewer system. The estimated cost of the project is $104,000.

Councilor Walker asked if Public Works Director Hurd would be given the opportunity to review the plans since the City will be maintaining the "splash pad", as he will want to make sure that it will be easy to winterize.

Public Works Director Hurd indicated that it will be one of the conditions of the agreement that the City not only get to look at the plans, but will want Keith Investments, the Bean Foundation, and whoever else is involved in this to have some input into it. In his opinion, everyone that is paying for this should have some say in how it looks.

Councilor Brown said that he thinks that this is a great idea and suggested the need for Public Works Director Hurd to oversee the whole project. He asked Public Works Director Hurd if he had looked at the Redmond "splash pad".

Public Works Director Hurd advised Councilor Brown that Redmond's "splash pad" is a recirculation system and they have been having issues with pumps, freezing, and with a recirculation system you have to treat it like a pool. Somebody has to go out there and monitor it and take samples every two to four hours. With the proposed system the water comes in and goes out so there is no recording and checking levels of the water. It is basically designed like an irrigation system. The City of Sisters put this type of system in and it is a great little system.

City Administrator Burril explained that Public Works Director Hurd has looked at sending the water to the wastewater treatment plant to be treated and found that it would cost approximately $30,000 to $35,000 per year in maintenance. Recirculation of the water into the City's storm system to Willow Creek is the most cost effective plan. This will cost around $5,000 to $7,000 each year. The biggest obligation is the City agreeing to maintain the pad.

Public Works Director Hurd told the Council that as the local Public Contract Review Board they are being asked to approve the installation of the "splash pad" at Sahalee Park and directly appoint the Bean Foundation to provide the goods and services that are subject to the special procurement for the design and construction of one "splash pad" at Sahalee Park. The design parameters for the "splash pad" are to be determined in conjunction with the City, the Bean Foundation, and Keith Investments LLC. The City will enter into a contract with the Bean Foundation to provide these special services due to the nature of the work being donated by the Bean Foundation. No City funds are being used for this work. It is very specific that no City funds are being used in order for this special procurement to happen.

The local Public Contract Review Board has to determine the following:

1) it is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

2) it is reasonably expected to result in substantial cost savings to the City or to the public.

If Council is in agreement with the findings that are drafted in the staff report, he prepared a recommendation motion that incorporates all of those things.

City Attorney Green told the Council that they can articulate the recommendation as their motion.

Councilor Brick wanted to know if not spending money on something is the same definition as cost savings.

City Attorney Green assured Councilor Brick that it is, because if the City does not contract directly with the Bean Foundation or exempt it from the procurement, the City will have to pay to have somebody develop or build the project, or not build it at all.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL AGREE TO ALLOW THE BEAN FOUNDATION TO INSTALL A SPLASH PAD AT SAHALEE PARK AS A PUBLIC DONATION AND TO AWARD THE GOODS AND SERVICES AS DIRECT APPOINTMENT, FIND THAT THE APPROVAL OF THE GOODS AND SERVICES IS UNLIKELY TO ENCOURAGE FAVORTISM BY AWARDING THE WORK WHICH IS REASONABLY EXPECTED TO RESULT IN A SUBSTANTIAL COST SAVINGS TO THE CITY AND TO THE PUBLIC, AND REQUIRE THE BEAN FOUNDATION TO ENTER INTO AN AGREEMENT WITH THE CITY FOR THE DESIGN AND CONSTRUCTION OF THE SPLASH PAD TO PROTECT THE INTERESTS OF THE PUBLIC. THE MOTION PASSED UNANIMOUSLY, 6/0.

IX ORDINANCE NO. 886

An Ordinance amending, restating, superseding, and replacing Madras Ordinance No. 808 in its entirety, which ordinance concerns Public Contracting Rules and Procedures; and declaring an emergency.

Mayor Embanks mentioned that Council may recall that they had discussed this ordinance during the March 8, 2016 Work Session.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR TOM BROWN THAT ORDINANCE NO. 886 BE READ BY TITLE ONLY. THE MOTION PASSED UNANIMOUSLY, 6/0.

City Attorney Green read Ordinance No. 886 by title only at this time.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE AND ADOPT ORDINANCE NO. 886 AS PROPOSED.

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

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

THE MOTION, CURRENTLY ON THE FLOOR, PASSED UNANIMOUSLY, 6/0.

X URBAN RENEWAL ACTION PLAN REVIEW AND CONCURRENCE

Community Development Director Snead explained that he is presenting the updated Urban Renewal Action Plan that the Madras Redevelopment Commission (MRC) funded and in February 2016 approved. Ordinarily staff would have presented the draft plan to the City Council for approval prior to presenting it to the Madras Redevelopment Commission; however, the MRC funded this project and established a very tight deadline for the update of this plan so that it would guide the budget that is being drafted by staff which the MRC would be considering in April 2016.

Staff is asking that the Council review and provide concurrence on the Urban Renewal Action Plan. He explained that the concurrence is that they are basically accepting the plan and that they understand the implications. The provisions of this plan that implicate the City Council is that, historically speaking, the City Council has extended its financial capacity to the MRC by issuing bonds on behalf of the MRC and in doing so the MRC and the City have an intergovernmental agreement for which the MRC will repay the City for the bonds that have been issued. Most recently, the City has taken out a line of credit for the MRC and the MRC in turn will repay the City for that.

This plan is for the downtown area that the entire City Council has interest and concern for. He said that he thinks that they would agree that this plan furthers their vision and desires for the downtown area. He indicated that the primary implication that staff wants Council to be aware of and understand is what the MRC will be investing in the future and how those investments will be made in the future related to the City's relationship to the MRC.

Councilor Montgomery wanted to know how this process got off track.

Community Development Director Snead told Councilor Montgomery that it didn't get off track. Staff wanted the MRC to adopt the plan as soon as possible so that staff would know what the priorities are for the MRC moving forward in the short term (e.g. within the next five years) and could develop a budget that would enable at least year one of that short term plan. He does not believe that the City Council is required to approve the plan, but because there is a financial relationship staff felt that it is appropriate that Council understands what the MRC is doing.

Councilor Montgomery inquired as to the number of pages in the plan and expressed concern that Council did not get the document until Thursday (March 17, 2016) afternoon.

Community Development Director Snead estimated that the plan was made up of approximately 50 pages. He advised Council that they are not required to take action this evening if they would prefer not to.

Councilor Montgomery assured Community Development Director Snead that he is not objecting to taking action this evening as he suspects that there is an adequate presence of the Council at those MRC meetings. He pointed out that from time to time the Council gets a big pile of documentation without having a lot of opportunity to even look at it and this concerns him.

City Administrator Burril explained that they had discussed whether the Council should approve the plan prior to it being presented to the MRC or whether it was appropriate for the Council to approve it at all. There is Council representation on the Board (e.g. Mayor Embanks and Councilors Schmidt and Brown) to make sure that the City's interests are looked after. One of those interests had been to ascertain whether the MRC was going to continue to support the building of this project (e.g. the new Police Department / City Hall facility) and that is in this current plan as one of the milestone markers. The City is the financial partner. The City took the MRC's approximately $2 million dollars in long-term debt out against the City because the City had a better interest rate as the City had a better credit position than the MRC.

The MRC had a plan that was set up in the 2002-2003 time period. It had a series of goals in it. Recession was not in there and there was not a change in collection rate for the district as bonds expired. There were things that needed to be updated in there and frankly about 3/4 of the goals had been met, so we needed to connect with the community, which included members of the Council, to ask that they be part of that process. He advised Council that they can take some more time if they haven't had time to digest it.

Councilor Brick advised Community Development Director Snead that in reading the plan he was really impressed with the scope and design. It seemed to be internally consistent, and consistent with all of the goals that the City had. He asked if he has a sense, if this plan was fully implemented, if it would put the City's available resources under strain or if the City has the capital going forward.

City Administrator Burril mentioned that Finance Director McNamee initiated a Financial Advisory Report, but he hasn't had an opportunity to review it yet. The district is set up to take debt. The District is always paying its obligations. As a management approach we are trying to maximize what it can do. The backup then becomes our property taxes in the General Fund. This is a year to year process. We are monitoring it monthly, quarterly, and yearly, and reassessing what can be spent. If in the middle of a year we find that something has been missed, we will reassess the spending that we are going to do.

Finance Director McNamee explained that they had contracted with a consultant to provide an independent assessment of our debt situation. She wanted to know if the financial report will be reviewed at the Budget Committee level or during a work session.

City Administrator Burril suggested that if the report is available, it should probably be presented during a Budget Committee meeting.

Finance Director McNamee told the Council that they should see the financial report within the next month. Going over the total indebtedness of the City is required as part of the budget process. When inquiring as to our limit capacity, the current borrowings through the MRC are full faith and credit obligations against the City's General Fund. When a lender or borrower is looking at our capacity, if you have a lot of debt as full faith and credits against the General Fund then you do lesson your capacity.

Councilor Brown pointed out that the MRC is not looking at taking out any more debt other than for new construction. New construction and the tax dollars that would come back from that would make the payments on any debt that they would take out.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR RICHARD LADEBY THAT THE COUNCIL CONCURR WITH THE MADRAS REDEVELOPMENT COMMISSION'S 2016 URBAN RENEWAL ACTION PLAN. THE MOTION PASSED UNANIMOUSLY, 6/0.

XI WILBUR-ELLIS COMPANY, LLC

A. AMENDED AND RESTATED LEASE AGREEMENT

B. RAIL TRANSFER AGREEMENT TRANSFER OF OWNERSHIP AND RESPONSIBILITY OF CONNECT OREGON IV RAIL IMPROVEMENTS

C. PURCHASE AND SALE AGREEMENT - 5.22 ACRES PER FAA LAND RELEASE REQUEST

City Administrator Burril advised Council that they have been working with Wilbur-Ellis Company for a year now in trying to confirm what FAA (Federal Aviation Administration) will allow under a land sale process. This goes back to a 1995 lease with the City that had an option to purchase in it, with FAA approval. Elements of the agreement couldn't be honored by FAA because it violated their rules. They had said that you cannot do it that way, but you can do it this way. This got tested in 2005 with the City Administrator at that time as he sold some property to Double Press Manufacturing and the Sheriff's office. Wilbur-Ellis Company thought about purchasing the land at that time, but when they heard what the FAA process was, they had decided to keep leasing.

When the City did the Connect Oregon IV Rail Improvements on behalf of Wilbur-Ellis to help retain jobs and add rail service to the Industrial Park, the City started working with them to leverage grant dollars and bring improvements to them so they could start bringing in bulk fertilizer via rail as one of their methods. This all happened. He told the Council that as they got further into looking at insurance and things, they told Wilbur-Ellis Company that the City would like to transfer these rail improvements to them and they had mentioned that they would like to look at the land sale option again and get that resolved and that initiated the documents that are in front of them tonight.

Essentially what has changed from the 1995 lease to now is that FAA wants Fair Market Value at current appraisal. The negotiations started in 2014 with them when we went to transfer the rail improvements, and so the FAA is allowing the City to use the 2012 Fair Market Appraisal. This was helpful and is still in the City's best interest. What it means though is a much more substantial sale price. What has helped with Wilbur-Ellis is the good faith efforts the City did with all of the rail improvements with Connect Oregon IV as they see a value there that the City brought to them so they are willing to pay more now

for the land sale and they realize that if they are going to buy the property, that this is the only way that the FAA is going to allow this.

The conditions of these sales are that those monies have to go back into an improvement fund for the Airport. They cannot go into maintenance and they cannot go into the General Fund of the City; they have to go back into Airport Capital Improvements. The FAA will have a very strict process on how the City can use the money. They have a process that we are moving through. He said that he believes that it was at the last meeting that Council authorized staff to initiate the FAA land sale process for the 5.22 acres. He mentioned that this was one of the things that got them to move up here from California, so he sees it as a long-term commitment that we need to follow through with.

He referred to the amended and restated lease and explained that we have 1.9 acres located just north of the 5.22 acre parcel. Wilbur-Ellis Company had wanted to know if the City would be willing to sell this property as well, but he thinks that we need to continue to lease that for a good long while to try to recoup some of our costs. A land sale can work for a little bit, but he thinks that over decades a lease is a better revenue stream if you look at it on a 30 to 50 year basis. Wilbur-Ellis is agreeable to continue leasing that northern portion. The restated lease has two different lease rates in it and this is because in the 2002-2003 time period they brought a portion in, and this is being amended with the rail improvements. The last portion brought in is where that rail spur heads on up to the northern end so we had to bring that in and value it at the current appraisal rate.

The rail transfer agreement takes those Connect Oregon IV rail improvements and transfers them to Wilbur-Ellis Company. It is in the City's best interest to do this. Let them maintain it and let them insure it as rail insurance is very expensive. He said that he cannot see any reason why we would want to keep those rail improvements. He said that the agreement is set up in such a way that if they quit using the rail improvements they can revert them back to the City, and the City can seek to get rail service to a neighboring vacant parcel there. This was strategic as we wanted that right if they didn't want it any more.

The Sale Agreement clarifies the sale price. There was literally a 9.1% interest rate being charged. The FAA said that with commercial rates anything that is above 8% is excess rent. They are agreeable to allowing excess rent credit for the difference between the 8% and that 9.1%. Wilbur-Ellis paid for the Mill Street improvements adjacent to them back in the 1990s and that serves more than just them, it serves other Airport property, so FAA is allowing the City to credit them for that. We would owe a portion (50%) of the land sale partition costs, so that would net the City approximately $175,805.00 in this transaction process. What will vary just a little bit is within which month we close and how much rent they have prepaid.

Staff is of the belief that the draft documents are 99.9% done, other than for whatever FAA comes back with on the application that was sent to them a couple of weeks ago. He noted that the City retains a rail easement there.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL APPROVE THE FOLLOWING DRAFT DOCUMENTS CONTINGENT ON FAA APPROVAL AND CONCURRENCE AND AUTHORIZE THE CITY ADMINISTRATOR AND THE CITY ATTORNEY TO FINALIZE THE FOLLOWING DOCUMENTS AS THEY PERTAIN TO WILBUR-ELLIS COMPANY, LLC. 1) PURCHASE AND SALE AGREEMENT; 2) AMENDED AND RESTATED LEASE AGREEMENT; AND 3) RAIL TRANSFER AGREEMENT. THE MOTION PASSED UNANIMOUSLY, 6/0.

D. AUTHORIZATION OF NECESSARY EXPENSES FOR LAND PARTITION AND RELATED PROFESSIONAL SERVICES

Community Development Director Snead explained that in order to carry this out, the City and Wilbur-Ellis Company need to partition the properties and to do that, the City needs professional land surveyor services. Staff is asking that the City Council authorize the expenditure of city funds in the amount of $7,300 for the services that are necessary to prepare the land partition documents for the City and Wilbur-Ellis Company properties.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT THE COUNCIL AUTHORIZE THE EXPENDITURE OF CITY FUNDS IN THE AMOUNT OF $7,300 FOR THE SERVICES ITEMIZED IN THIS REPORT TO PREPARE THE NECESSARY LAND PARTITION DOCUMENTS FOR THE CITY AND THE WILBUR-ELLIS COMPANY PROPERTIES. THE MOTION PASSED UNANIMOUSLY, 6/0.

The necessary services identified in Community Development Director Snead's staff report were as follows:

Prepare Tentative Partition Plat Map (3 Parcels)	$ 350.00
City of Madras Land Partition Application Fee	$ 1,500.00
Final Partition Plan	$ 4,704.00
Title Report	$ 200.00
Plat Review Fee (Crook County Surveyor)	$ 480.00
Jefferson County Clerk Plat Recording Fee	$ 66.00
	$ 7,300.00

XII PROCESS TO PREPARE DRAFT RECREATIONAL MARIJUANA REGULATIONS

Community Development Director Snead told the Council that he would like to discuss the process that staff is considering in the development of Recreational Marijuana regulations. In light of the 2016 Legislative Session being completed, the City is now aware of all of the new regulations that were created during that session.

What staff would like to do is move forward with developing the regulations for Recreational Marijuana should the vote in November 2016 allow Recreational Marijuana and in doing so this would allow the City to have the appropriate regulations in place after that November vote. What he would like this evening is to have the Council discuss and approve the process by which we do that. The process to do that would be a little different than the process that we went through to implement the Medical Marijuana regulations.

He suggested the establishment of an Advisory Committee that would have representation from the City Council, the Planning Commission, and other interested parties from the community. This would include the Marijuana industry as well as those who may not be supportive of the Marijuana industry. The Advisory Committee would hold several public meetings and accept public input. City staff and the Advisory Committee would meet to discuss the framework for those regulations, and over a series of meetings would refine a proposal.

When the proposed regulations are presented to the Planning Commission, the Planning Commission would at least have the understanding that the community has been engaged, that public input was sought and accounted for, and to the extent that the Advisory Committee found appropriate, addressed. In similar fashion, the City Council would have that understanding as well.

The idea of the process of utilizing an Advisory Committee, rather than putting the pressure on the City Council of having the Council chambers nearly full with people of different opinions on the matter, is that we take those different opinions early in the process so as to really have some time to discuss them amongst staff, the Advisory Committee, and the public, and refine the proposal early on so the proposal will have those issues resolved when they come before the Council for formal adoption.

Mayor Embanks agreed that this is a good approach as in his opinion it offers some buy-in for some of the people that may be for or against Recreational Marijuana. Whatever way the vote goes, we will have actually had some people that bought into the decision on the time, place, and manner regulations. He suggested the possibility of the Council revisiting the Medical Marijuana regulations as the Advisory Committee may come out with a recommendation that would be more acceptable. We could then go back and readjust those regulations.

Councilor Brick told Community Development Director Snead that he agrees with his recommendation. He requested clarification that regardless of the vote in November 2016, Recreational Marijuana is going to be legal, so we are going to need to go through this process regardless of either outcome as we need to have some kind of rules in place.

City Attorney Green explained that if the ban is ultimately approved by the voters, then we are not going to have recreational retail facilities. These regulations are not going to regulate the individual or personal use consumption of Recreational Marijuana.

Councilor Ladeby wanted to know if there will be a limit on how many people can participate as if we end up with a room full of people like we have in the past, how successful are we going to be to move forward.

Community Development Director Snead indicated that anything above 20 would be inefficient. He said that he would like to start identifying some individuals that might serve on the committee and bring that back to the Council and have them provide input on that. Acknowledging the fact that there might be a high interest in the work of this Advisory Committee, he would like to suggest that the earlier agenda items are related to the discussion of the process, regulations, etc. and at the end of the meeting we would provide ample time for public comment. This way the public could come, hear the discussion, review the materials, and form their own opinions, and their comments could be taken into consideration at the next meeting.

City Administrator Burril pointed out that there had been a lot of individuals coming in from the County.

Discussion was held as to the number of members that should be on the Advisory Committee. The suggestion had been that this be limited to City residents, that the committee be made up of no more than 10 to 15 members, and that the different views be equally represented.

Councilor Montgomery asked that Community Development Director Snead come back with a proposal in terms of how many individuals should be on the committee and what the general makeup of the committee should be before Council determines whether they want such a committee. In his opinion, 15 members is ridiculous and suggested that he would be agreeable to any uneven number less than 10. He also wants to make them aware that if they have a strong opinion one way or another, we want to balance it. He indicated that it would be bothersome if the City Council is asked to appoint people because individuals will assume that the Council is selecting people to satisfy their own requirements. He mentioned the need to think about how they could get people on the

committee who are going to be reasonably committed to it without having the community think that Council is just stacking the deck.

Community Development Director Snead acknowledged his understanding as staff had a similar concern and did not want to select the committee members. He offered to develop a way to address Councilor Montgomery's concerns and agreed to bring back a proposal on April 12, 2016. He indicated that he is hearing agreement from the Council on the process.

Councilor Brown mentioned that he is in agreement with Councilor Montgomery.

XIII ANNUAL STRATEGIC IMPLEMENTATION PLAN - COUNCIL TO PROVIDE COMMENTS TO CITY ADMINISTRATOR

City Administrator Burril explained that this is a prompter by the City Recorder to check in with Council. The proposed Annual Strategic Implementation Plan was sent in early February, 2016. He told the Council that he thinks that HR and Administrative Coordinator Puddy uploaded the plan to "drop box" again this evening. Essentially, Council is being asked to let him know if there is anything they see that is missing or anything that is listed in there that they are not sure that staff should look into yet. This will not be adopted tonight. It would be a follow-up to the Budget Committee meetings and would not be considered for adoption until the end of April 2016.

Mayor Embanks mentioned that everything that he sees that has been listed in the Plan is the things that Council has discussed and things that we have been in the process of doing. There are only a few of them that he does not recognize as being something that they are currently doing. He said that this seems to be a full list of things to do and would hate to add anything at this point.

He suggested the need to look at the City's process for preserving the records by putting the records on Microfilm or disks. Things that are old history need to be preserved. This will cost money so it is not something that we will be doing this year or next year, but should look at in the future as he is not really that confident in storing information in "the cloud".

City Administrator Burril indicated that one of the goals that he has asked City Recorder Coleman about, is how much we need to electronically archive and get onto CDs. Some of the records do go on Microfilm. He questioned whether we can archive enough each year to continue to have sufficient storage space for the records that are generated.

City Recorder Coleman advised Council that right now they, through the Budget Committee process, give her $4,000 to $5,000 each year to have records scanned and microfilmed. The microfilm is stored off-site along with the master CDs just in case we should have a fire or flood. She estimated that she can get 10 to 12 boxes processed for archiving each year with the current funding, and has started sending the permanent records that go along with the minutes, to be scanned and microfilmed. They have to be stored so should you need to look back on the minutes, you can pull that file to see the materials that were actually presented during a specific meeting.

Councilor Montgomery mentioned that the concern Mayor Embanks expressed about storing things on the cloud is legitimate, although most of the businesses in the United States are depending on Amazon or Microsoft to deal with it. There are companies that provide this service. Just placing it on a CD is not proper archiving. You have to get it stored some where it will be safe. He wanted to know the legal requirements for the length of time that records would need to be stored.

City Attorney Green advised Councilor Montgomery that this is dependent on the type of record it is. He said that it could be anywhere from two to six years or more.

City Recorder Coleman explained that some of the records are forever (e.g. ordinances, resolutions, minutes, etc.) as these records show the City's history. Because they are so important, we keep the hard copies in the vault, so that should anything happen to the microfilm or CDs we would still have access to the hard copies of those records.

Mayor Embanks pointed out that he just does not have complete confidence in electronic records. In his opinion, you need to have a hard copy on paper somewhere so that if you go to find something it is there. He recalled a case that went back into the 1970's and said that thankfully we had saved some of those records. He expressed concerns with placing everything in an electronic format.

He told the Council that City Recorder Coleman is already doing a lot. She is unfortunately going to retire, and when she does, we are going to have somebody new and we want to make sure that we are prepared for that so they will have a method to use that is acceptable to Karen so as to keep us on the right track. This is something that we need to think about. He does not necessarily think that we need to place it on the Annual Strategic Implementation Plan right now, but at least think about this for the future.

City Administrator Burril offered to pull it up for review to see if Council thinks that it is adequate and if it is not, what additional steps the Council would advise.

Councilor Montgomery suggested the need to think through the whole process carefully and get some advice from people who actually know what they are talking about. There are a variety of companies where you pay them a monthly fee to store your information and they are very good at it as they have been doing it for years. He said that Amazon is basically taking over the whole world. Microsoft is also doing this. In his opinion, the records need to be stored on a regular basis, which requires a process that is documented.

Councilor Brick mentioned that he is comfortable with the cloud. If we need to maintain records, we need to be state of the art as much as possible. He questioned whether microfilm was state of the art. If we are going to be providing information ten years from now to other organizations or associations we want to have that on the most modern, available, consistent media that we can find, managed by professionals, so that the people we are dealing with have confidence in those records. He recommended that the City find a professional that is inexpensive and reasonable, and move on.

City Recorder Coleman explained that microfilm is the one process of storing records that is approved by the State Archivist for those records that have a long retention period. The classes that she has attended have indicated that "the cloud" is not safe, so anything that is really important should not be stored up there.

XIV JEFFERSON COUNTY REQUEST FOR FUNDING ASSISTANCE FOR THE JUNIPER HILLS COUNTY PARK REHABILITATION GRANT PROJECT

City Administrator Burril advised Council that this request came in as we were putting staff reports together. It appears that they want to rehabilitate the Juniper Hills Park area and need to raise $100,000 as the project sponsor. They want to apply for an Oregon Parks and Recreation Grant. They asked for Council's consideration of supporting them on this effort.

The City doesn't have a lot of cash to give them. He mentioned the possibility of supporting them through a Community Project request where we helped them before with the Fairgrounds Restroom. The County helped the City when Aero Air and the air museum went in by granting us some money to put the Berg Drive extension utilities in, when we extended the trail up to the Central Oregon Community College, most recently when they granted us some dollars to connect the Courthouse to the "M" Hill Trail and the Bike and Skate Park connection, and the donation of land down at the Fairgrounds.

He pointed out that the budget is limited in the Parks Fund and said that he would suggest looking at this through the Community Projects and Tourism Economic Fund. There is no way the City can raise $50,000 as it would put us in some severe stress by

committing to something like that, but he thinks that we could come up with $5,000 to $10,000. If this could be done over a couple of seasons, we could possibly come up with a little bit more. He noted that the County has indicated that they need a response by March 27, 2016.

Discussion followed. It appeared that there was a general consensus that the City Council would like to help by providing some funding, but would like to look at what the City can reasonably accommodate. City Administrator Burril will have a conversation with County Administrative Officer, Jeff Rasmussen, and then would propose something either during the April 12, 2016 meeting or the first Budget Committee meeting in April.

XV ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Community Development Director Snead advised Council that the openings at 179 S.E. "D" Street will be boarded up sometime this week by the Public Works Department, and the County work crew.

FINANCE DEPARTMENT REPORT

Finance Director McNamee reported on the following:

1) The First Budget Committee meeting for the City has been scheduled for April 14, 2016 at 5:30 p.m.

2) They are projecting to have the budget compiled by April 5, 2016. The budget will be placed on "drop box". Any Council members that would prefer a hard copy should come and see her.

HR AND ADMINISTRATIVE COORDINATOR COMMENTS

HR and Administrative Coordinator Puddy reminded the Council that tomorrow from noon to 1:30 p.m. is the ethics training.

CITY ADMINISTRATOR COMMENTS

City Administrator Burril reported on the following:

1) The Daimler ground breaking ceremony was first rate and well done. We are in the final phases with the Federal Aviation Administration where there was literally a 10-day notice that went to the newspaper on Sunday, March 20, 2016, and there was a finding of no significant impact on an Environmental NEPA act required review for them. He indicated that he thinks that we are close to receiving the go ahead from FAA. The City has had to address some last minute things (e.g. FAA's question about sound). He told the Council that the City would have been happy to address the noise issue last September or October when we had the rest of the Environmental Report done. We are trying to facilitate this request as quickly as possible.

2) Staff had a meeting with Warm Springs and the proposed Truck Stop. This project seems to be actively alive and moving to the next step.

- **CITY COUNCIL COMMENTS**

Mayor Embanks agreed with City Administrator Burril about the Daimler Ground Breaking Ceremony. He apologized as he hadn't been able to thank everyone personally when he was up there speaking. This is a big deal. He has never given as many interviews as he has had to give in the last two days. He gave two television interviews and three radio interviews. One of the film crews want to come back, if they can get authorization, and do a Madras tour of the Air Museum, Yarrow, the Madras Aquatic Center, and everything else as they had been impressed by what they saw just by going out to the Airport and out to the Daimler project. If they get the required authorization they are going to call him back and organize a tour.

XVI ADJOURN

The City Council meeting was adjourned at 8:59 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS

Request for Council Action

Date Submitted: April 6, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council Members

Through: Gus Burril, City Administrator

From: Sara Puddy, HR and Administrative Coordinator

Subject: Ratification of Letter of Support for Jefferson County's Grant Application to Oregon Parks and Recreation Department, Local Government Grant Program for its Juniper Hills Park and ball fields application

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only; Discussion item only

DISCUSSION AND STAFF ANALYSIS:

During the March 22, 2016 City Council Meeting, Council directed staff to prepare a letter of support to Jefferson County for their Juniper Hills Park and ball fields grant application to the Oregon Parks and Recreation Department (OPRD), Local Government Grant Program (LGGP). Council directed the City Administrator to study the City's finances and propose a financial match proposal for Council to support. From the evaluation of the budget, the City can offer financial support over a two fiscal year period to the county for the project that could be shown on the county's grant application as match in the amount of $15,000 ($7,500 FY 2016-17; $7,500 FY 2017-18).

Because of the nature of the improvements, the location of the project and the viability of the project and impact it has on the Madras community, it is appropriate to propose these funds be appropriated through the Tourism/Economic Development Fund (which will be allocated through the budget adoption process.)

SUMMARY:

A. **Fiscal Impact:**
- $15,000 over two fiscal years
  - $7,500 fiscal year 2016-17
  - $7,500 fiscal year 2017-18

B. **Funding Source:**
- $15,000 Tourism/Economic Development Fund, Park Development Grants

C. **Recognition of Collateral Material and Technical Report:**
- See attached letter of support to Jefferson County

RECOMMENDATION:
Formal action / motion that Council ratifies the attached letter of support to Jefferson County for their Juniper Hills Park and ball fields grant application to the Oregon Parks and Recreation Department (OPRD), Local Government Grant Program (LGGP) in the amount of $15,000 over a two year period as proposed herein.

THE CITY OF MADRAS

EST. 1910

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

March 29, 2016

Jefferson County Commissioners
66 SE "D" Street
Madras, OR 97741

Dear Commissioners:

The Madras City Council would like to extend its support of your application to the Oregon Parks and Recreation Department, Local Government Grant Program for rehabilitation efforts to the Juniper Hills Park and ball fields. To show our support, we would like to offer a funding commitment of $15,000 over the course of two fiscal years ($7,500 FY 2016-17; $7,500 FY 2017-18) to be applied as match toward your grant application.

Juniper Hills Park and the ball fields are a community amenity that are located within the City's urban growth boundary, and are recognized as such in the City's Parks and Open Space Master Plan. Improvements to this park – paired with its close proximity to other area amenities (including indoor aquatic center and looped trail system encompassing the City) – would not only make the park more functional for Jefferson County residents, but it has great potential to draw economic development to Madras and Jefferson County for hosting regional events such as softball, baseball and little league competitions.

Sincerely,

Gus W. Burril

Gus W. Burril
City Administrator, City of Madras

CITY OF MADRAS

Request for Council Action

Date Submitted:	April 4, 2016
Agenda Date Requested:	April 12, 2016
To:	Mayor and City Council Members
Through:	Jeff Hurd, Public Works Director
From:	Sara Puddy, HR and Administrative Coordinator
Subject:	City of Madras Public Works Department On-Call & Take Home Vehicle Use Policy

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only; Discussion item only

DISCUSSION AND STAFF ANALYSIS:

During the February 23rd City Council work session, staff presented to council the idea of utilizing City fleet vehicles for public works employees serving in an on-call capacity for the City. The attached City of Madras Public Works Department On-Call & Take Home Vehicle Use Policy is the result of that discussion. The policy has been vetted and is supported by the City staff and the agency's insurance provider, City County Insurance.

Staff recommends that council support the Public Works Department On-Call & Take Home Vehicle Use Policy as proposed.

SUMMARY:

A. **Fiscal Impact:**

- Estimated $7,500 to $15,000 annually in costs (i.e. gas and tires), depending on the location of the employee.
- Comparing of neighborhood communities (Prineville, Redmond,

Bend, Sisters). This is a standard policy practice to offer to employees as recruitment/retention aid.

B. Funding Source:

- N/A

C. Recognition of Collateral Material and Technical Report:

- See attached policy

RECOMMENDATION:

Formal action / motion that Council support and approve the City of Madras Public Works Department On-Call and Take Home Vehicle Use Policy.

CITY OF MADRAS PUBLIC WORKS DEPARTMENT ON-CALL & TAKE HOME VEHICLE USE POLICY

PURPOSE

Designated Public Works' Department employees provide after-hours and emergency services for City infrastructure, including, but not limited to, streets, parks, storm water, water, and wastewater. After-hours coverage of these services is organized using an on-call shift schedule. As appropriate, on-call employees may use City vehicle(s) to perform on-call work. The City of Madras' On-Call & Take Home Vehicle Use Policy helps provide guidance and structure to City of Madras employees, for appropriate use of City vehicles.

If the policy is followed, it helps avoid unwanted personal tax consequences to City of Madras employees. However, it is the employee's responsibility to manage his/her personal income taxes; if an employee is not sure if his/her use of a City vehicle will incur personal income taxes, the employee should talk with his/her tax advisor.

POLICY

A Public Works employee may be required by his/her supervisor, to be on-call. When an assigned employee is scheduled to be on-call, the employee will be required to respond to phone calls or text messages immediately. For call-outs, the use of a properly equipped City vehicle, contributes to an efficient means for responding to the incident. Usually, only the employee(s) serving on-call is authorized to utilize the designated City take-home vehicle(s).

This policy is to be used in conjunction with the City's Personnel Manual, Safety Manual, and Travel Policy. It is the City's intent to maximize the safety of drivers, passengers and the public, when vehicles are driven during City business, and to mitigate the risk-of-loss from motor vehicle accidents.

To ensure properly-trained-employees respond to after-hours incidents, there usually will be two on-call rotations within the Public Works Department – one from the Utilities Department and one from the Parks/Streets combined departments.

On-call employees are expected to follow all City conduct policies. Please refer to Personnel Manual, Chapter 6: Workplace Conduct, for more information.

DEFINITIONS

1. Take-home vehicle: any vehicle that is owned, leased, rented or otherwise under the care, custody or control of the City, and is taken from the City premises after normal working hours, to remain in "home storage", for use by a City employee, or authorized representative, for a bona fide City purpose.

2. Bona fide City purpose: conducting official City business only.

3. Personal use: personal use is not allowed while the City employee is on-call, or at any other time. Non-City individuals, including family members, are not allowed in a City vehicle. Any exceptions to this policy must be approved by the City Administrator or designee.

4. Exempt vehicles: According to Federal guidelines and for purposes of tax calculation only, certain vehicles and equipment, particularly emergency and certain utility service vehicles designated by Federal law, are usually exempt, for the purpose of personal tax liability. This exemption means that the taxable income of the employee assigned one of these vehicles, usually will not be affected. However, it is the employee's responsibility to manage his/her personal income taxes; if an employee is not sure if his/her use of a City vehicle will incur personal income taxes, the employee should talk with his/her tax advisor.

5. Home Storage: A vehicle kept at the employee's residence; the vehicle should not be kept elsewhere; any exceptions to this policy must be approved by the City Administrator or designee. Vehicles should be stored securely, and employees should avoid situations that could give rise to a legitimate complaint from others, such as, blocking streets, driveways, alleys, etc.

6. Non-Exempt Vehicles: According to Federal guidelines and for purposes of tax calculations only, all other vehicles of the City that do not meet the criteria to be exempt vehicles are classified as "non-exempt." By non-exempt the Federal government means that a tax liability will be incurred by the employee to whom the use of the vehicle is assigned. However, it is the employee's responsibility to manage his/her personal income taxes; if an employee is not sure if his/her use of a City vehicle will incur personal income taxes, the employee should talk with his/her tax advisor.

ON-CALL PROCEDURES

Qualifications

1. While regular, full-time employees of the City of Madras Public Works Department usually serve as the primary on-call employees, as determined by the Public Works Director or designee, other Public Works employees, such as seasonal staff, may also be incorporated into the on-call schedule. Usually, only regular, full-time employees of the City of Madras Public Works Department, are eligible for use of a take home vehicle.

2. An employee "on-call" should be able to respond:
    a. Immediately by phone or text, on initial contact
    b. To the call-out site within 45 minutes
    c. Able to perform the needed job tasks to resolve the incident
    d. Unimpaired by chemical or substance use, as required by City policy

3. While non-exempt Public Works employees may be required to participate in an on-call schedule, those eligible to utilize a City take-home vehicle, must reside within 35 miles from City of Madras City Hall.

Schedule

1. An employee assigned to be on-call, will typically cover a seven (7) calendar-day-period, as determined by each department. During an on-call shift, employees are expected to work their regular shift, in addition to the on-call schedule.

2. Supervisors are responsible for developing operational guidelines and staffing schedules, to preclude unnecessary or excessive on-call rotation duties. If able to do so, management will provide the on-call schedules to employees, at least six-months in advance.

3. When an employee is unable to fulfill on-call responsibilities, due to illness or other circumstances, the duty shall be reassigned by the department supervisor or designee.

4. Trading on-call shifts is allowed, with prior supervisor approval.

Process

1. On-call employee's preparation and process for their scheduled week's duty:
    a. City cell phone and vehicle should be used according to City policy.
    b. While on call, City cell phone should be carried with employee at all times; employees are required to be within cellular service areas.
    c. Employees responding to inquiries are expected to assess the severity of the situation, and then determine if the incident can be resolved by phone, or, if it is necessary to go to the site, to resolve the problem. If it has been determined that reporting on-site is necessary:
        i. And they have been authorized for a take-home vehicle, they can report directly to the site, and then make a decision as to whether additional help is required. If additional help is needed, the employee is expected to call the other on-call rotation employee(s), to provide assistance; or
        ii. If they have not been authorized for, and/or declined to use a take-home vehicle, they will need to go to the worksite facility to obtain a service vehicle, report to the site, and then make a decision as to whether additional help is required. If additional help is needed, the employee is expected to call the other on-call rotation employee(s), to provide assistance.

d. Please refer to Personnel Manual, Chapter 3: Compensation for policy on On-Call Pay, for more information.

TAKE HOME VEHICLE USE PROCEDURES

1. The City owns, maintains, and operates vehicles for the purpose of conducting City business.

2. City owned vehicles are to be used only for the performance of official duties.

3. For employees serving on-call, take-home City vehicles may be used as approved by the Public Works Director or designee, to conduct City business only.

4. Employees must have a valid driver's license for the class of vehicle(s) being operated.

5. Employees are responsible for knowing and following all applicable motor vehicle laws, including the latest amendments applicable to the class of vehicle operated.

6. City vehicles may be used as approved, in order to perform an essential job function of his or her job.

7. Use of City vehicles for personal purposes, including while employee is serving on-call, is prohibited.

8. It is the employee's responsibility to ensure that the vehicle and equipment they have been authorized to use during their on-call shift, is ready for use. Equipment may include (but is not limited to) tools, PPE, first-aid items, and any other City-issued items needed to resolve the incident.

POLICY VIOLATION

Violation of this policy and/or misconduct involving the use of a motor vehicle may be grounds for disciplinary action, up to and including termination.

CITY OF MADRAS

Request for Council Action

Date Submitted: April 5, 2016

Agenda Date Requested: April 12, 2016

To: Mayor Royce Embanks and Madras City Council

From: Jonathan Burchell, Golf Course Superintendent/ Parks Supervisor

Subject: Community Clean-up Event

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] No Action - Report Only

Formal Action /Motion that the City Council authorizes City Staff to procure dumpsters, bags, gloves, etc. from Community Clean-up fund for the Community Clean-up Event in the amount not to exceed $3,000.00.

DESCRIPTION:

The items that need to be procured for the Community Clean-up Event include:
1) Order, deliver and pay for two 20 yd. dumpsters
2) Purchase Garbage bags, gloves, etc. for pick-up of garbage
3) Pay for advertisement in local paper to invite community to event

Estimated cost (not to exceed) = $3,000.00

Staff Analysis

This the second annual Community clean-up event and last year was a great success. This year staff is engaging more community members to participate in the clean-up. As community outreach has increased so has the need for more items to help clean up the town. Many members of the community are already soliciting donations for the clean-up day. There is funding available should the Council with to support this effort. This will only engage more members of the community to

participate and ensure that the town continues to bring out the best in people and their community. Staff requests City Council's approval to make the necessary arrangements to procure items needed (up to) $2,000.00 from the City's Community Cleanup Fund.

SUMMARY:

A. Fiscal Impact

(2) 20 yard Dumpsters: Delivery, Pick up with maximum weight	=$2,740
Garbage bags, gloves, etc.	=$ 200
Advertisement in paper	=$ 60
Expense for items for community clean-up (not to exceed)	=$3,000

B. Funding Source

Community Clean-up Fund (not to exceed) $3,000.00
802-101-520-1203

This will not require a budget resolution for FY 15-16. Funds are currently available to spend, need authorization from Council.

C. Recognition of Collateral Material and Technical Support

Flyer, Community Clean-up Budget

RECOMMENDATION:

Formal Action /Motion that the City Council authorizes City Staff to procure dumpsters, bags, gloves, etc. from Community Clean-up fund for the Community Clean-up Event in the amount not to exceed $3,000.00.

CITY OF MADRAS
COMMUNITY CLEAN-UP FUNDS RECAP
AS OF 3.31.2016

AVAILBLE BALANCE - 12/31/2015

Fiscal Year	Received	Spent	Committed	BALANCE
2010-2011	$ 9,794.00	$ (254.30)	$ -	$ 9,539.70
2011-2012	$ 5,237.08	$ (1,994.59)	$ -	$ 12,782.19
2012-2013	$ 9,869.99	$ (2,964.92)	$ -	$ 19,687.26
2013-2014	$ 9,171.17	$ (5,669.02)	$ -	$ 23,189.41
2014-2015	$ 9,675.38	$ (10,739.14)	$ -	$ 22,125.65
2015-2016	-	(4,248.58)	($5,751.42)	$ 12,125.65
Total	$ 43,747.62	$ (25,870.55)	$ (5,751.42)	

Spending by Project - Rollforward as of 7/1/2015

Name	Dates	Committed	7/1/15-6/30/2016	Spending Through 6/1/2015	Residual Balance	
Willow Creek Clean-up		$ 300.00		$ 986.76	$ (686.76)	
Youth Fishing Pond Garbage	9/13/2011	$ 1,800.00	$ 336.72	$ 6,114.03	$ (3,132.81)	$1800 committed per year, since 9/13/2011
Graffiti Removal Program	4/21/2012	$ 1,500.00	$ 110.45	$ 1,498.35	$ 151.56	
Green Spot Park Resident		$ -		$ 359.25	$ (359.25)	
Skate Park		$ -		$ 3,139.04	$ (2,816.47)	Pull staff report on the Parks $3,000
Parks and Open Spaces Camera Project		$ -		$ 8,803.00	$ -	Siemens for $9,003
Heart of Oregon	9/25/2012	$ -		$ 375.00	$ (375.00)	To cover disposal of garbage and $325.00 towards camera
Thrift Store cleanup	10/23/2012			$ -	$ -	
Adopt a Trail Program	4/10/2012	$ -		$ 164.86		Actual expenses of adopt a trail program will be covered by
EARTH DAY - Community Cleanup	4/14/2015	$ -	$ 181.91	$ 181.91	$ -	
M Hill Light Bollards		$ -	$ 561.25	$ 561.25	$ -	
Community Cleanup	4/28/2015	$ 600.00	$ 6.29	$ 571.04	$ 600.00	
179 D Street	1/1/2016	3,494	$ 3,051.96			
Mitchell Property Well				$ 64.10	$ (64.10)	
				$ -	$ -	
Total		$ 7,694.31	$ 4,248.58	$ 22,818.59	$ (3,188.52)	

MAKE SURE TO ADD OBLIGATION COLUMN

Spending by Project

Project Name	
Willow Creek Clean-up	$ 986.76
Youth Fishing Pond Garbage	6,114.03
Graffiti Removal Program	1,498.35
Green Spot Park Resident	359.25
Skate Park	3,139.04
Heart of Oregon	375.00
Mitchell Property Well	64.10
Community Cleanup- Storage Facility Fire	571.04
M Hill Light Bollards	561.25
Adopt a Trail Program	164.86
Parks and Open Spaces Camera Project	8,803.00
Total	$ 22,636.68

Fiscal Year 2015-16 Committed Balance

Name	Committed
Youth Fishing Pond Garbage	$ 1,800
Graffiti Removal Program	1,500
Community Cleanup	3,648
179 D Street Cleanup	3,052
Uncommitted - waiting on projects to allocate	-
Total	$ 10,000
	$ -

City of Madras & Willow Creek Clean Up!

Saturday

April 30th, from 10am - 1pm

Focusing on garbage pick up through Downtown Madras, Willow Creek, Parks and Side Streets.

Meet at Sahalee Park 10 am

Music and Picnic to follow

1pm - 3pm

If you're interested in helping or getting a small group together please contact Austin Cooper. Small groups will be assigned small sections of town to focus on and individuals will be assigned a small area or a group to join.

Trash bags, gloves and hand sanitizer will be provided.

Hope to see you at the Clean Up!

Contact Austin Cooper for more information: 541-801-8801

CITY OF MADRAS

Request for Council Action

Date Submitted: April 4, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council Members

Through: Jeff Hurd, Public Works Director

From: Michele Quinn, Public Works Administrative Assistant

Subject: Storm Drainage Easement and Public Right-Of-Way Dedication for Berg Drive Road Extension

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only

Formal action / motion that Council approves the Storm Drainage Easement and Dedication for Public Right-of-Way (ROW) for the Berg Drive Extension

DESCRIPTION:
Construction of the Berg Drive extension requires additional ROW for the roadway and Drainage Easements for the storm water retention ponds. The City owned property need to be dedicated in order to complete the project and satisfy FAA requirements.

STAFF ANALYSIS:
The Berg Drive Extension/Cherry lane Upgrade project requires additional ROW and storm drainage easements for the new improvements on Berg Drive. This includes…

1. Approximately .39 acres of public right of way for road purposes
2. Approximately .41 acres of storm drainage easement on the north side of Wallan Way.
3. Approximately .27 acres of storm drainage easement of the south side of Wallan Way.

FAA has guided staff to prepare the ROW and easement documents per the previous ROW and easement dedication when airport way was constructed and the Madras Heavy Aircraft Maintenance Hangar was constructed.

SUMMARY:

A. **Fiscal Impact:**
- N/A

B. **Funding Source:**
- N/A

C. **Recognition of Collateral Material and Technical Report:**
- Deed of Dedication
- Drainage Easement Agreement

RECOMMENDATION:
Formal action / motion that Council approves the Storm Drainage Easement and Dedication for Public Right-of-Way (ROW) for the Berg Drive Extension

After recording, return to:
City of Madras
Attn: City Administrator
125 SW E Street
Madras, Oregon 97741-1605

DEED OF DEDICATION

City of Madras, an Oregon municipal corporation, dedicates to the Public the real property described on the attached Exhibit A and depicted on the attached Exhibit B for road right-of-way purposes, including the right to install public facilities.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Other property or value was either part or the whole consideration for this conveyance.

(signature and notary page follows)

Dated this 12th day of April, 2016

CITY OF MADRAS

_____
Royce Embanks, Mayor

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me on this _____ day of April, 2016, by Royce embanks, as mayor of the City of Madras.

_____
Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE

City of Madras, acting by and through its City Administrator, does hereby accept the foregoing Deed of Dedication on behalf of the public as a public road and public utility dedication pursuant to ORS 92.014.

Dated this 12th day of April, 2016

CITY OF MADRAS

_____
By: Gus Burril, City Administrator

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me on _____, 2016 by Gus Burril, City Administrator of the City of Madras.

_____
Notary Public for Oregon
My Commission Expires: _____

Exhibit A
Property Description

[attached]

A portion of Tract 5 (formerly A-5) of the land described in Quitclaim Deed recorded in Instrument No. 2004-000765, Jefferson County Official Records, located in the West Half of the West Half (W1/2 W1/2) of Section 26, Township 13 South, Range 10 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, being more particularly described as follows:

Beginning at the northwest corner of the plat of Jefferson Park Business Center Phases 1B and 2, recorded in Instrument No. 2003-5717, Jefferson County Official Records; thence leaving said plat, North 00°04'06" East a distance of 285.88 feet; thence South 89°55'54" East a distance of 60.00 feet; thence South 00°04'06" West a distance of 285.50 feet to the northwest corner of Lot 20 of said plat of Jefferson Park Business Center Phases 1b and 2; thence along the north line of said plat, South 89°42'22" West a distance of 60.00 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

See attached map titled "EXHIBIT B", hereby incorporated by reference.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

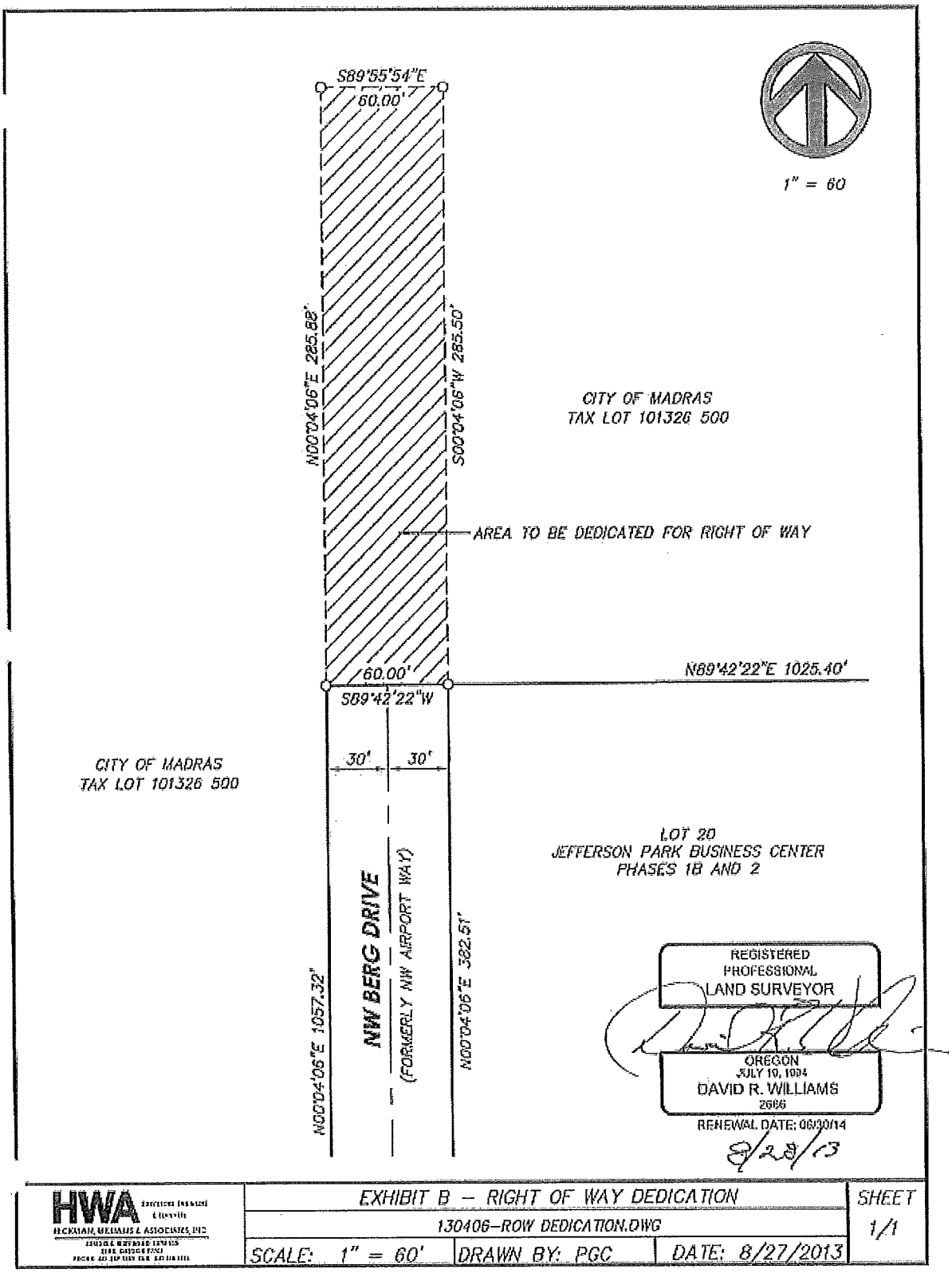
OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686

RENEWAL DATE: 06/30/14

9/28/13

Exhibit B
Depiction of Real Property

[attached]



After recording, return to:
City of Madras
Attn: Public Works Director
125 SW E Street
Madras, Oregon 97741

DRAINAGE EASEMENT AGREEMENT

In consideration of the covenants and agreements contained in this Drainage Easement Agreement (this "Agreement") dated April 12, 2016, and other good and valuable consideration, the City of Madras, an Oregon municipal corporation ("Grantor"), whose address is 125 SW E Street, Madras, Oregon 97741, conveys and dedicates to the Public ("Grantee") a permanent drainage easement under the terms and conditions provided in this Agreement.

Grantor is the owner of certain real property located in the City of Madras, Jefferson County, Oregon, as more particularly described on the attached Exhibit A (the "Property"). Grantor grants and conveys to Grantee and Grantee's successors and assigns a permanent, perpetual, non-exclusive drainage easement (the "Easement") in, over, upon, and under that portion of the Property described and depicted on the attached Exhibit B ("Easement Area No. 1") and Exhibit C ("Easement Area No. 2") for the purpose and right to improve, construct, reconstruct, use, repair, reconfigure, expand, and/or maintain a culvert, storm sewer, drainage ditch, and/or other drainage tributary connections and appurtenances thereto and any related facilities and purposes. The Easement includes the right to deposit tools, implements, equipment, and materials and enter (and to that end, cross over and upon) the Property for the purpose of accessing the Easement Area and to remove impediments to Grantee's use of the Easement Area No.1 and Easement Area No. 2 (collectively the "Easement Area"). The Easement Area consists of 29,497.74 square feet more or less.

The Easement is granted subject to all prior easements and encumbrances whether of record or apparent from a visual inspection of the Property and subject to those conditions identified in the FAA Release Letter dated November 5, 2015. The Easement and covenants contained herein will run with the land and will be binding upon Grantor's and Grantor's successors, personal representatives, heirs, and assigns. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended, in any respect whatsoever, in whole or in part, except by a written instrument executed by the parties which is duly recorded in the Harney County Official Records. The term "Grantor's Agent(s)" means Grantor's officers, employees, agents, contractors, and/or representatives.

If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. 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.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective on the date first written above.

GRANTOR:
City of Madras,
an Oregon municipal corporation

_____
By: _____
Its: _____

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this _____ day of April, 2016, by Royce Embanks, as Mayor of the City of Madras.

_____
Notary Public for _____
My Commission Expires: _____

DRAINAGE EASEMENT ACCEPTANCE

City of Madras, acting by and through its City Administrator, does hereby accept the foregoing easement on behalf of the public as a public utility easement.

Dated this 12th day of April, 2016.

CITY OF MADRAS

_____
Gus Burril, City Administrator

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this _____ day of April, 2016, by Gus Burril, as City Administrator of the City of Madras.

_____
Notary Public for Oregon
My Commission Expires: _____

Exhibit A

Legal Description – Grantor's Property

Jefferson County Official Records
Kathleen B. Marston, County Clerk

2004-000765

NO FEE

00020389200400007650170171

02/26/2004 01:55:13 PM

D-D Cnt=1 Stn=2 KATE
This is a no fee document

Return original document & send tax statements to:
City of Madras
71 S.E. 'C' Street
Madras, OR 97741

QUITCLAIM DEED

JEFFERSON COUNTY, a municipal corporation and political subdivision of the State of Oregon, GRANTOR, releases and quitclaims to the CITY OF MADRAS, Oregon, GRANTEE, all of its right, title and interest in and to the following real property described in Exhibit 'A', excepting therefrom the property described in Exhibit 'B', said Exhibits incorporated herein by this reference.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is the sale to the Grantor of a portion of land consisting of approximately twenty [20] acres on which the County Jail Facility is located, pursuant to a Contract of Sale, recorded in the Jefferson County Deed Records at Document # 2004-0764, and which property is more particularly described on Exhibit 'B' attached hereto.

Dated this 25th day of February, 2004.

GRANTOR: Jefferson County Board of Commissioners

Walt Ponsford

Walt Ponsford

Bill Bellamy

Bill Bellamy

Mary Zemke

Mary Zemke

Attest:

Donna Collefson

The foregoing Quitclaim Deed was acknowledged before me by Walt Ponsford, Bill Bellamy, and Mary Zemke, on the 25th day of February, 2004.

OFFICIAL SEAL
DEENA M GOSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 373595
MY COMMISSION EXPIRES OCT 24, 2007

Deena M Goss
Notary
My commission expires: Oct. 24, 2007

EXHIBIT "A"

LEGAL DESCRIPTION

All that land described in the Quitclaim Deed from the United States of America, dated July 16, 1948, and recorded in Book 23, Page 91, Jefferson County, Oregon, Deed Records.

THIS INDENTURE, made as of the 16th day of July 1948, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and the Surplus Property Act of 1944 (58 Stat. 765) as amended thereby, and regulations and orders promulgated thereunder, party of the first part, and the CITY OF MADRAS, OREGON, a municipal corporation, and JEFFERSON COUNTY, OREGON, a body politic and corporate, under the laws of the State of Oregon, acting by and through their Mayor and County Judge, respectively, parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the parties of the second part of all the obligations and their taking subject to certain reservations, restrictions and conditions and their covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does remise, release and forever quitclaim to the said parties of the second part, their successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of Jefferson, State of Oregon, to-wit:

Tract 1 (formerly A-1)

That part of the south half of the Southwest quarter of Section 23, Township 10 south, Range 13 East of the Willamette Meridian, lying west of the west right-of-way line of the Warm Springs State Highway, subject to easements for county roads. ALSO, subject to an easement granted to the Plains Water District by the United States of America for a water pipeline;

TRACT 2 (formerly A-2)

The Southeast quarter of the Southeast quarter of Section 22, Township 10 south, Range 13 East of the Willamette Meridian, subject to easements for county roads; ALSO, subject to an easement granted to the Plains Water District by The United States of America for a water pipeline;

TRACT 3 (formerly A-3)

Beginning at the Southwest corner of the Northeast quarter of Section 26, Township 10 South, Range 13 East of the Willamette Meridian; thence North 89° 40' 24" East on the South line of said Northeast quarter, a distance of 544.17 feet to the Westerly right-of-way line of the Warm Springs Highway; thence North 27° 07' 04" West on said right-of-way line 1213.67 feet to the North-South center line of said section; thence South on said center line a distance of 1085.22 feet to the point of beginning;

TRACT 4 (formerly A-4)

Beginning at the Southeast corner of the Northwest quarter of Section 26, Township 10 South, Range 13 East of the Willamette Meridian; thence South 89° 40' 24" West along the East-West center line of said Section 1324.28 feet to the Southwest corner of the East half of the Northwest quarter of said Section; thence North along the West line of the said East half of the Northwest quarter 2624.30 feet to the North line of said Section 26; thence North 89° 39' 44" East along the said North Section line a distance of 482.54 feet to a point on the West right-of-way line of the Warm Springs State Highway; thence South 27° 07' 04" East along said West right-of-way line 726.48 feet; thence continuing along said right-of-way line North 62° 52' 56" East 500 feet; thence still continuing along said right-of-way line South 27° 07' 04" East 1021.35 feet to a point on the North-South center line of said Section 26;, thence south along said center line 1085.22 feet to the point of beginning; ALSO, subject to an easement granted to the Plains Water District by the United States of America for a water pipeline;

TRACT 5 (formerly A-5)

The West half of the West half of Section 26, Township 10 South, Range 13 East of the Willamette Meridian;

TRACT 6 (formerly A-6)

The Northeast quarter of Section 27, Township 10 South, Range 13 East of the Willamette Meridian, subject to easements for county roads;

TRACT 7 (formerly A-7)

The East half of the Northwest quarter and the Southwest quarter of the Northwest quarter of Section 27, Township 10 South, Range 13 East of the Willamette Meridian;

should be Sec. 28

TRACT 9 (formerly A-8)

The Southeast quarter of Section 28, Township 10 South, Range 13 East of the Willamette Meridian, subject to easements for county roads;

TRACT 10 (formerly A-9)

The Southwest quarter of Section 27, Township 10 South, Range 13 East of the Willamette Meridian, subject to easement for county roads;

TRACT 11 (formerly A-10)

The Southeast quarter of Section 27, Township 10 South, Range 13 East of the Willamette Meridian, subject to easements for county roads;

TRACT 12 (Portion) (formerly A-11)

The East half of the Southwest quarter and all that part of the West half of the Southeast quarter of Section 26, Township 10 South, Range 13 East of the Willamette Meridian, that lies Southwesterly of the Southwesterly right-of-way line of the Warm Springs Highway, except the following described property: starting at the South quarter corner of said Section 26; thence Northerly along the North-South center line of said Section 26 a distance of 480 feet more or less; thence Easterly, parallel to the South section line of said Section 165 feet; thence Northerly, parallel to the North-South center line of said Section 245 feet; thence westerly, parallel to the said South Section line and 725 feet distant therefrom to a point that is 1400 feet Easterly from the West Section line of said Section 26; thence Southerly parallel to the said West Section line and 1400 feet distant therefrom a distance of 725 feet to said South Section line; thence Easterly along said South Section line a distance of approximately 1240 feet to the point of beginning;

TRACT 14 (Portion) (formerly A-13)

All that part of the Southeast quarter of the Southeast quarter, of Section 26, Township 10 South, Range 13 East, of the Willamette Meridian, that lies Southwesterly of the Southwesterly right-of-way line of the Warm Springs Highway;

TRACT 15 (formerly A-14)

The Northwest quarter (NW¼) of Section 35, Township 10 South, Range 13 East of the Willamette Meridian;

TRACT 16 (formerly A-15) and 19 (formerly A-18)

The East Half (E½) of Section 34, Township 10 South, Range 13 East of the Willamette Meridian;

TRACT 17 (formerly A-16)

The North half of the Northeast quarter of Section 33 and the North half of the Northwest quarter of Section 34, Township 10 South, Range 13 East of the Willamette Meridian, subject to an easement for a county road;

TRACT 18 (formerly A-17)

The South half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 34, Township 10 South, Range 13 East of the Willamette Meridian;

TRACT 20 (formerly A-19)

The West Half (W½) of the Southwest quarter (SW¼) of Section 35, Township 10 South, Range 13 East of the Willamette Meridian;

TRACT 34 (formerly A-34)

The East half of the Southwest quarter of Section 35, Township 10 South, Range 13 East of the Willamette Meridian, subject to easements for a county road;

Together with the following easements:

TRACT 8-E (formerly A-7a)

An easement 25 feet in width for a drainage ditch over and across the Northwest quarter of the Northwest quarter of Section 27, Township 10 South, Range 13 East of the Willamette Meridian, said easement being 12.5 feet on either side of and adjacent to the following described center line;

Beginning at a point on the South line of the Northwest quarter of the Northwest quarter of said Section 27, said point being approximately 1320 feet South and 940 feet East of the Northwest corner of said Section 27; thence North 700 feet to the terminal point of said easement.

TRACT 30-E (formerly A-29)

A parcel of land situated in Lot 3, Section 3, Township 11 South, Range 13 East of the Willamette Meridian, in Jefferson County, Oregon, said parcel being a strip of land 20 feet in width over and across said Lot 3, and being 10 feet on each side of the following-described center line:

Beginning at a point on the North line of said Section 3 from which the Southeast Corner of Section 34, in Township 10 South, Range 13 East of the Willamette Meridian, bears North 88° 15 ' East 2582.4 feet; thence South 57° 22' West 480 feet, more or less, to the West line of Lot 3 in said Section 3.

being a part of the same property acquired by the United States of America under Declarations of Taking filed in the District Court of the United States for the District of Oregon, Civil No. 1901 and No. 1912; and under deeds from various owners all of record in Jefferson County, Oregon. The above described premises are transferred subject to existing easements, recorded and unrecorded, for roads, highways, public utilities, railways and pipelines and to all of the conditions, restrictions, reservations and exceptions contained in the Declarations of Taking and deed whereby the United States of America acquired title to the property conveyed.

TOGETHER WITH appurtenant avigation easements and buildings and structures with their attached fixtures, improvements and equipment described as follows:

Bldg No.	Description	Size
101	Guard House	20' x 76'
102	Crew Chief Building	20' x 60'
103	Administration Building	20' x 100'
104	Administration Building	20' x 100'
105	Hangar	20' x 100', 11' x 13'
106	Bombsight Storage	5' x 6'
107	Latrine	20' x 20'
108	Control Tower	15' x 15', 86'8" x 16'
109	Hangar	80'2" x 122'3½"
110	Administration Building	20' x 100'
111	Crew Chief Building	20' x 60'
112	Sig. Operations	20' x 100'
113	Armament Building	20' x 100', 32' x 48'
114	Fire Station	20' x 56', 12' x 12', 12' x 12'
115	Alert Building	20' x 60'

Bldg. No.	Description	Size
116	Alert Building	20' x 60'
117	Sewage Pump House	13' x 10'
119	Hydrogen Storage	6' x 9', 25' x 36'
120	Link Trainer Building	12'6" x 18'4", 61'1½"x80'2 3/4"
122	Balloon Release	5' x 5'
123	Emergency Power Plant	6' x 4'
124	Transmitter Building	10' x 20'
301	Dispensary	25' x 124'
310	Flag Pole	75' high
401	Barracks	20' x 100'
402	Barracks	20' x 100'
403	Barracks	20' x 100'
404	Barracks	20' x 100'
405	Mess Hall	40' x 108'
409	Lavatory	20' x 40'
410	Lavatory	20' x 40'
411	Lavatory	20' x 40'
412	Lavatory	20' x 56'
413	Office Building Administration	20' x 100'
414	Barracks	20' x 100'
415	Barracks	20' x 100'
416	Barracks	20' x 100'
420	Barracks	20' x 100'
421	Barracks	20' x 100'
422	Barracks	20' x 100'
424	Office Building Administration	20' x 100'
425	Recreation Building	20' x 100'
427	Recreation Building	22' x 72'
810	Beacon Tower	
811	Main Gate Guard House	6'4" x 10'4"
903	Barracks (Cooks Quarters)	20' x 60'
904	Latrine	20' x 32'
907	Barracks (Dormitory)	20' x 100'
908	Watchman's Shack	8'4" x 14'3"
1002	Used Laboratory	10' x 16'
1003	Barracks (Used Dorm.)	20' x 60'
1010	Field Office Building	32' x 68'
1102	Post Eng. Office Adm.	20' x 80'
1105	Storehouse	20' x 40'
1106	Paint Storage Building	8' x 10'
	Wind Indicator	
	Lamp Assembly 24" Beacon and Tower	
	Runways, Taxiways, Aprons, Roads, Parking Areas and Sidewalks	
	Fencing	
	Sanitary Sewage System with Imhoff tank and sewage pumps	
	Water Distribution System including tank with connecting lines	
	Electrical Distribution System	
	Telephone System	
	Field Marking, Field Lighting and Field Drainage Systems	

1 Pickup, International Mod. K-1214113, Motor No. 61692, S/N 2352, Cap. ½ Ton, USN37918

1 Plow, Snow, Model 721, S/N 2322

1 Tractor, Crawler type, Allis Chalmers Model WN50, Eng. No. 14081, w/dozer

1 Grader, Motor, Adams Model 511, Mtr. No. TDFM-8137-T-1, S/N 3236 NA-13-172, Int'l. Mtr. S/N 8173TDFM1HC, Tractor Model 1D-14, Chassis TDFM8173TL

1 Truck, Fire, Chev., USA502786, w/equipment, General Fire Pumper Mtr. BG54450, 1½ Ton, Conventional Cab, Chassis No. 21MS12, Model Master 5814 - 1942

1 Truck, Dump Watters, #60118869, w/Snow Plow and Banker, Truck Model SMD-S/N 424412, 5 Ton, w/equipment

1 Battery Charger, Model 16RB33B1, 1 to 6 volt batteries 6 amp. DC, 5.5 amp. AC

4	Axes, Fire, w/handles, #6
1	Desk, exec. flat top, 36" x 63" 30½"
1	Desk, exec. flat top, 60" x 34½" x 30"
1	Truck, Ford, Model KMM54, S/N 527350, 1½ Ton; Model Ltr. S/N 907 Mtr. w/fire extinguisher and snow truck loader
1	Mixer, Concrete "Wonder", Size 3½S, Shop # 31007 W/AGO, 2 HP, 600 RPM, Type CT1, No. TA254671 Portable

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F. R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument which are hereby reserved for the use of the United States

together with the right of the UNITED STATES through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Further, the party of the first part, for the considerations hereinabove expressed, does hereby surrender, subject to the terms and conditions of this instrument, to JEFFERSON COUNTY, OREGON, the former's interest in and to those certain License Agreements No. W04-193-Eng-3441 dated February 16, 1944 and No. W04-193-Eng-5975 dated June 6, 1945 which granted to the UNITED STATES OF AMERICA licenses to construct, operate, maintain, renew and remove a water pipe line and power line, respectively, over, under and across certain property owned by said Jefferson County, Oregon.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said parties of the second part, their successors and assigns forever.

By the acceptance of this deed or any rights hereunder, the said parties of the second part, for themselves, their successors and assigns agree that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Federal Property and Administrative Services Act of 1949 (Public Law 152 - 81st Congress), the Surplus Property Act of 1944, as amended thereby, and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his

successor, further provided, however, that the parties of the second part shall be required to maintain only that part of the landing facilities as is outlined in red on the attached General Plan drawing designated MMA-1-1/6. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said parties of the second part for themselves, their successors and assigns, also assume the obligations of, covenant to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Federal Property and Administrative Services Act of 1949 (Public Law 152 - 81st Congress), the Surplus Property Act of 1944, as amended thereby, and applicable rules, regulations and orders:

(1) That insofar as it is within their powers, the parties of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the UNITED STATES OF AMERICA (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining

and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(a) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(b) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the parties of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be

used, leased, sold, salvaged, or disposed of by the parties of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the parties of the second part shall pay to the UNITED STATES such sum as the General Services Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The parties of the second part do hereby release the Government, and will take whatever action may be required by the General Services Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the parties of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the parties of the second part of any right they may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

In addition to the foregoing, Jefferson County, by the acceptance of this deed, does hereby release the Government from any and all liability the Government may be under for restoration or damages under License Agreements Nos. W04-193-Eng-3441 and W04-193-Eng-5975 herein surrendered to said County.

By acceptance of this instrument or any rights hereunder, the parties of the second part further agree with the party of the first

part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the parties of the second part or any subsequent transferee, whether caused by the legal inability of said parties of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the parties of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the parties of the second part, their transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the parties of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
The Administrator of General Services

By L. W. Friberg
L. W. FRIBERG
Acting Deputy Regional Director
Public Buildings Service

BOOK 23 PAGE 104

STATE OF WASHINGTON }
COUNTY OF KING } ss

On this 4 day of June 51, before me, a Notary Public in and for said County and State, appeared L. W. Friberg, to me personally known, who, being duly sworn, did say that he is the Acting Deputy Regional Director, Public Buildings Service, General Services Administration, acting for the United States of America, to me known to be the individual described in and who executed the foregoing instrument on behalf of the United States of America, by authority of law, and said L. W. Friberg acknowledged said instrument to be the free act and deed of the United States of America.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate written.

Gil Duckworth, Jr.
Notary Public in and for the State of Washington, residing at Renton
My Commission Expires 9/26/54

(NOTARIAL SEAL)

APPROVED AS TO FORM:

C. H. GRAFF
Regional Counsel

STATE OF OREGON, }
County of Jefferson } *ss.*

#039699
UNITED STATES OF AMERICA
to---CITY OF MADRAS, AND JEFFERSON COUNTY, OREGON

I certify that the within instrument was received for record on the 18th *day of* June, *A. D. 19*51 *at* 10:40 *o'clock* a. *M., and recorded in book* 23 *on page* 91 *Record of* Deeds *of said County.*
Witness my hand and seal of County affixed.

Nellie Watts
County Clerk.

By Jo Ann Hauer
Deputy.

JEFFERSON COUNTY
Surveyor

66 S.E. "D" St., Suite A • Madras, Oregon 97741 • Ph: (541) 475-4459 • FAX: (541) 475-1877

EXHIBIT "B"

Jefferson County Correction Facility
May 3, 2002
Ref# 99001AA - 20.00-Acre Site

PROPERTY DESCRIPTION
Being a Portion of Tax Lot 10-13-35-102

A tract of land located in the West One-half of the Section 35, Township 10 South, Range 13 East of the Willamette Meridian, City of Madras, Jefferson County, Oregon, being a portion of Parcel 2 of Partition Plat No. 1993-06 as filed in the Jefferson County Clerk's Office and is more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2; thence South 00° 28' 43" East along the West line of said Parcel 2 a distance of 1127.64 feet; thence North 89° 31' 17" East, 766.01 feet to a point from which the Southwest Corner of Parcel 1 of said Partition Plat bears North 00° 11' 22" East; thence North 00° 11' 22" East a distance of 727.72 feet to the Southwest Corner of said Parcel 1; thence continuing North 00° 11' 22" East along the West line of said Parcel 1 a distance of 400.00 feet to the Northwest corner of said Parcel 1; thence South 89° 31' 17" West along the North line of said Parcel 2 a distance of 779.15 feet to the Point of Beginning.

Containing 20.00 acres more or less.

End of Description

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gary L. DeJarnatt

OREGON
JULY 17, 1986
GARY L. DEJARNATT
2208

Renewal Date:
12-31-02

Exhibit B

Legal Description – Easement Area No. 1

(attached)

A portion of Lot 19 of Jefferson Park Business Center Phases 1B and 2, recorded in Instrument No. 2003-5717, Jefferson County Official Records, located in the Southwest Quarter (SW 1/4) of Section 26, Township 13 South, Range 10 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, being more particularly described as follows:

Beginning at the northwest corner of said Lot 19; thence along the north line of said Lot 19, North 89°42'22" East a distance of 71.50 feet; thence leaving said north line, South 00°04'06" West a distance of 165.00 feet; thence South 89°42'22" West a distance of 71.50 feet to the west line of said Lot 19; thence along said west line, North 00°04'06" East a distance of 165.00 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

See attached map titled "EXHIBIT B", hereby incorporated by reference.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686

RENEWAL DATE: 06/30/14

10/8/13

Exhibit B

Legal Description – Easement Area No. 1

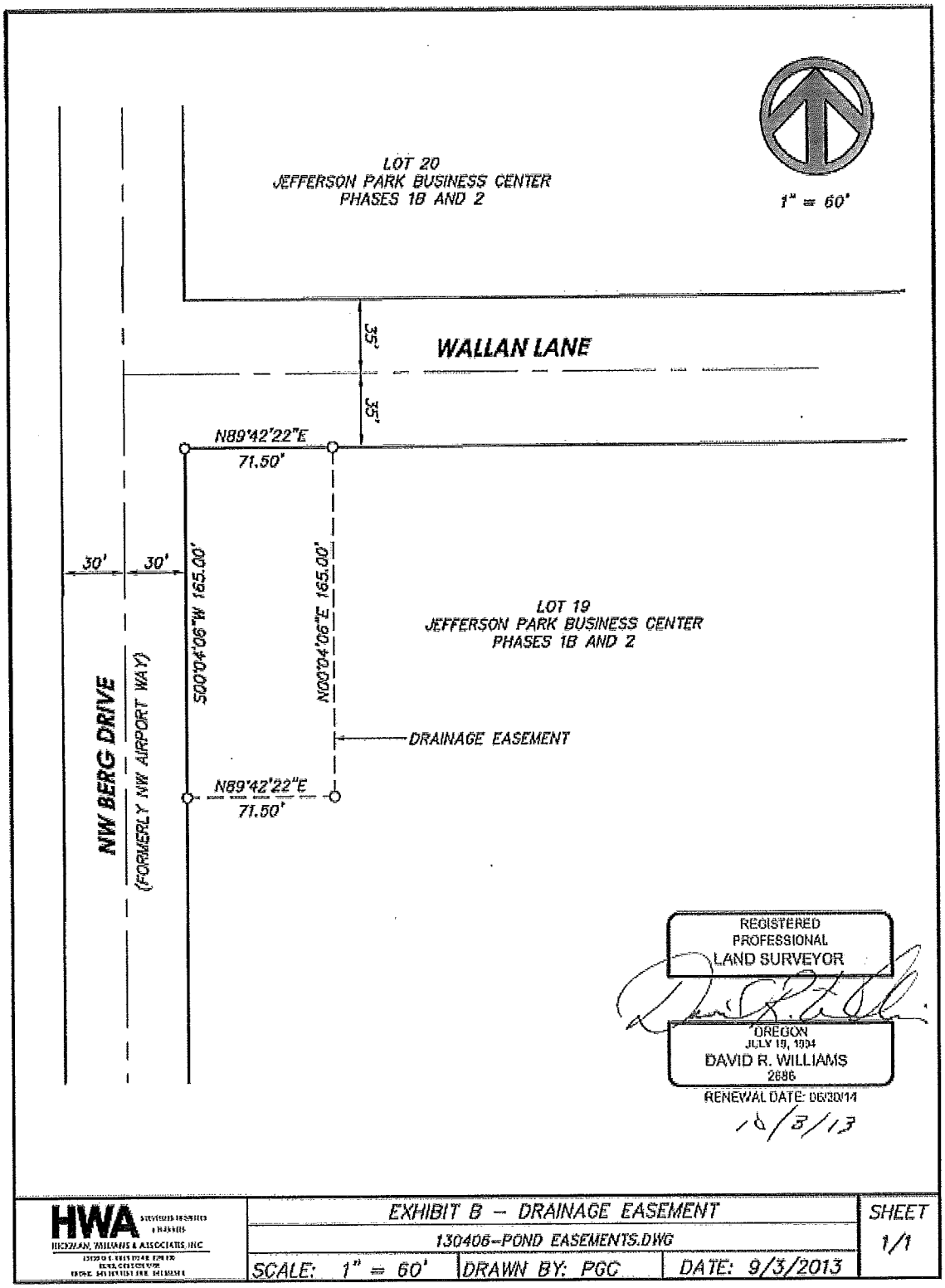


Exhibit C

Legal Description – Easement Area No. 2

A portion of Lot 20 of Jefferson Park Business Center Phases 1B and 2, recorded in Instrument No. 2003-5717, Jefferson County Official Records, located in the Southwest Quarter (SW 1/4) of Section 26, Township 13 South, Range 10 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, being more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 00°04'06" East a distance of 295.00 feet; thence leaving said west line, North 89°42'22" East a distance of 60.00 feet; thence South 00°04'06" West a distance of 295.00 feet to the south line of said Lot 20; thence along said south line, South 89°42'22" West a distance of 60.00 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

See attached map titled "EXHIBIT B", hereby incorporated by reference.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686

RENEWAL DATE: 06/30/14

12/3/13

Exhibit C

Legal Description – Easement Area No. 2

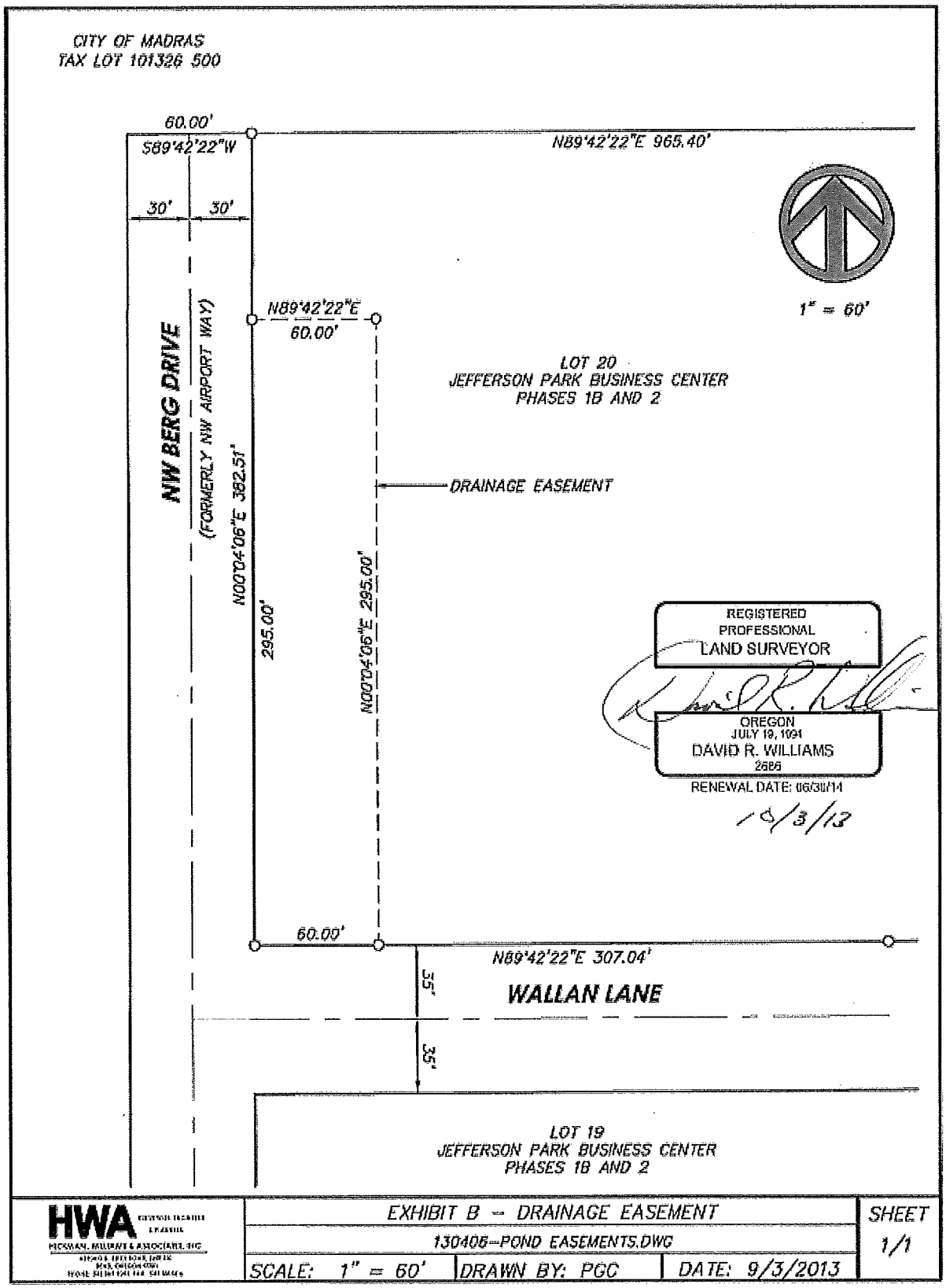


Exhibit C

Legal Description – Easement Area No. 2

A portion of Lot 20 of Jefferson Park Business Center Phases 1B and 2, recorded in Instrument No. 2003-5717, Jefferson County Official Records, located in the Southwest Quarter (SW 1/4) of Section 26, Township 13 South, Range 10 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, being more particularly described as follows:

Beginning at the southwest corner of said Lot 20; thence along the west line of said Lot 20, North 00°04'06" East a distance of 295.00 feet; thence leaving said west line, North 89°42'22" East a distance of 60.00 feet; thence South 00°04'06" West a distance of 295.00 feet to the south line of said Lot 20; thence along said south line, South 89°42'22" West a distance of 60.00 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

See attached map titled "EXHIBIT B", hereby incorporated by reference.

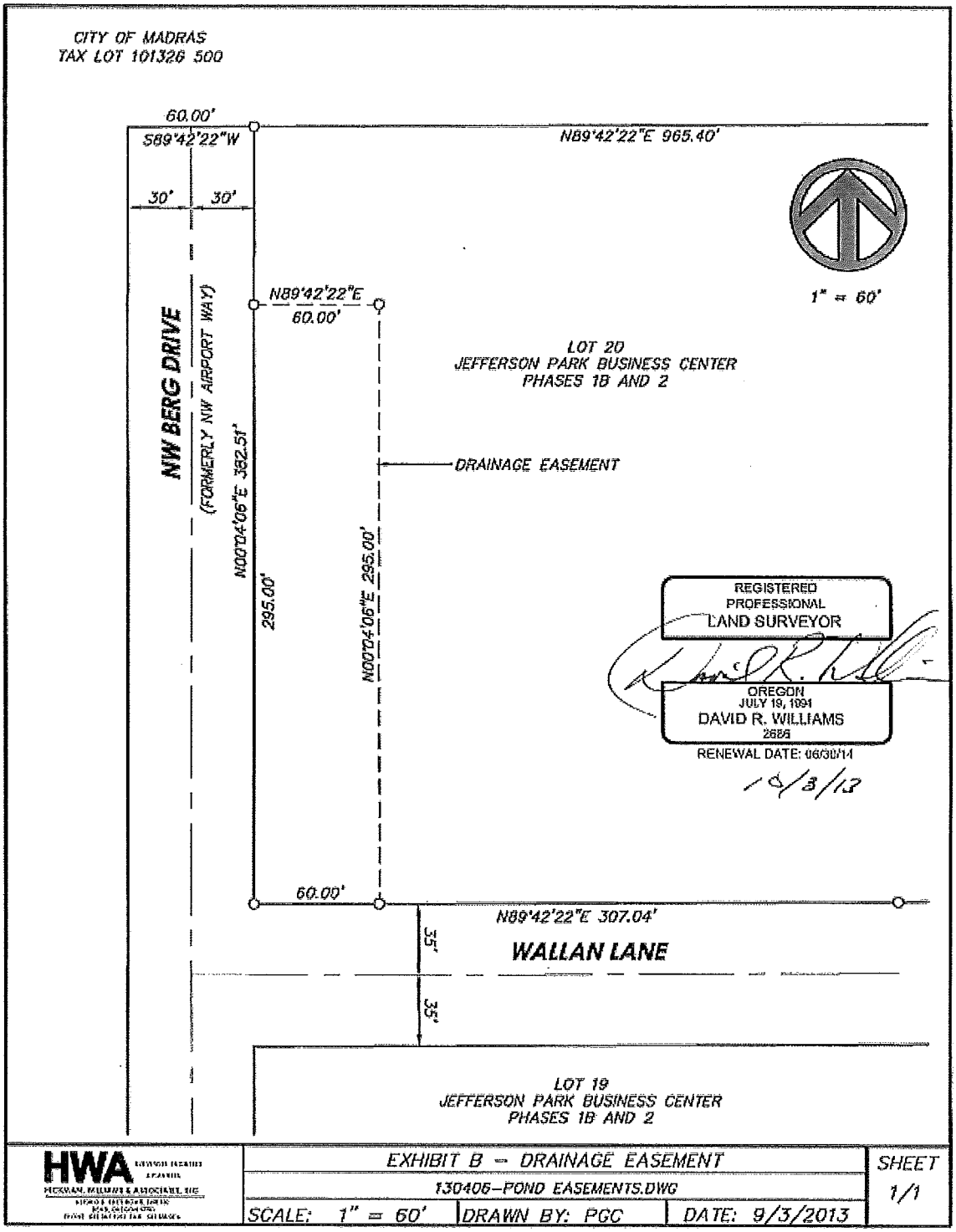
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 19, 1994
DAVID R. WILLIAMS
2686

RENEWAL DATE: 06/30/14

10/3/13

Exhibit C



Legal Description – Easement Area No. 2

CITY OF MADRAS
Request for Council Action

Date Submitted: April 4, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: City Recorder, Karen J. Coleman

Subject: **COUNCIL RATIFICATION OF SALE OF BAY #4 IN HANGAR #3 DOUG SHEPARD TO RICHARD MACY**

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS:

The City received a letter dated December 28, 2015 from Doug Shepard, owner of Bay #4 in Hangar #3 at the Madras Municipal Airport, advising the City that he was proposing to sell his interest in Bay #4 to Richard Macy of Culver. Requests of this nature are to be presented to the Airport-Industrial Site Committee for review and recommendation to the Council as there is to be no-subleasing or selling of the hangar bays without the express written approval first having been obtained from the City of Madras, unless the current owners sell their bays to each other.

In this particular instance, a response to Mr. Shepard's letter could not be provided in a reasonable amount of time as the Airport-Industrial Site Committee did not meet in January 2016 and their regularly scheduled meeting was not held until February 18, 2016. It would have been unreasonable to expect Mr. Shepard to wait two or three months to finalize his sale.

The Airport-Industrial Site Committee, on February 18, 2016, took formal action to recommend approval of the proposed sale. Unfortunately, their recommendation was inadvertently overlooked when agenda items were submitted for the March 2016 City Council meetings. Council is being asked to take formal action at this time to ratify Mr. Shepard's sale of Bay #4 in Hangar #3 to Richard Macy of Culver as a formality as Mr. Shepard fulfilled the requirement of notifying the City of

the proposed sale.

SUMMARY:

A. Fiscal Impact

There should be no impact as rent is paid until December 31, 2020.

B. Supporting Documentation

- A copy of the portion of the minutes from the February 18, 2016 Airport-Industrial Site Committee meeting has been attached.
- Also attached is a copy of the letter from Doug Shepard

STAFF'S RECOMMENDATION IS:

That the City Council accept the Airport-Industrial Site Committee's recommendation, and ratify Mr. Shepard's sale of Bay No. 4 in Hangar No. 3 to Richard Macy.

THE CITY OF MADRAS

EST. 1910

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

February 18, 2016
4 P.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order at 4:00 by Chair Royce Embanks on February 18, 2016 at the General Aviation Building 2028 NW Airport Way

MEMBERS PRESENT

Tom Hansen
Ed Fuller
Bill Randolph
Royce Embanks
Gordon Nicholson
Janet Brown
Mike Folkestad
Tom Gray
Mike Ahern
Tom Brown

STAFF MEMBERS PRESENT

Jeff Hurd, Public Works Director
Gus Burril, City Administrator
Michele Quinn, Public Works Administrative Assistant

II. CONSENT AGENDA

A. Approval of agenda
B. Approval of minutes for the November 19, 2015 meeting

A motion was made by Janet Brown; seconded Tom Brown to approve the November 19, 2015 Consent agenda motion carried unanimously.

The City of Madras is an Equal Opportunity Provider

III. Visitor Comments

None

IV. New Business

A. Doug Shepard sale of hangar to Richard Macy

Chair Royce Embanks asked if anyone would like to discuss this any further?

Janet Brown asked about this being one of the old leases and we are supposed to correct them over time by FAA requirements. Does the lease correct with Richard Macy buying it? Will the hangar go to a fair market lease rate?

Gus Burril said these leases are interrupted to be perpetual.

Janet Brown asked even when the leases sell?

Gus Burril said I am not aware of any changes this has come through several times and it doesn't trigger anything that the City can do. The only way we can step in is if this person is in bad standings.

The Committee discussed the lease and that FAA requires we lease the land at fair market value.

Gus Burril read the lease for the Committee

The Committee continued to discuss the terms of the lease and the income that is generated. The lease was not written with the City in mind it was very poorly written. The only way the City may have some leverage to change the lease would be if they wanted to upgrade the hangars. The City has control if the hangars are being misused and not being used to store aircraft.

A motion to recommend was made by Tom Brown; seconded Mike Ahern to approve the Doug Shepard sale of bay #4 in hangar #3 to Richard Macy motion carried unanimously.

V. Project Updates

A. Madras Municipal Airport West Access Road Project

Jeff Hurd told the Committee that we are getting close we have 90% plans, we should have final plans by next week. We are at an agreement with Daimler on the lease we are waiting for it to come by executed; we are within two weeks of signing. So we are about a month out for us to start clearing.

B. Grass Runway

Jeff Hurd told the Committee that the agreement has been signed between Aero Air and the City. Aero Air will need to provide the City with some provisions on what they are going to build, verify where they are going to tie into the runway, how they are going to tie into the runway, where the irrigation system is going to go, and how it is going to be routed. We have been working with Lee Baggett and North Unit Irrigation. We have set

December 28, 2015

Madras Airport Commission
City of Madras
125 SW E. St.
Madras, Oregon

Re: Hanger No. 3 at the Madras Airport

Please be advised that the undersigned, Doug Shepard is selling Bay No. 4 in Hanger no. 3 to Richard Macy of Culver. This notice is sent in accordance with the directive contained in the Hanger Lease dated March 1976.

Doug Shepard
PO Box 240
Madras
541 475 6302

CITY OF MADRAS
Request for Council Action

Date Submitted: April 5, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: City Recorder, Karen J. Coleman

Subject: **FIRST AMENDMENT TO HUMAN RESOURCE OUTSOURCING AGREEMENT - MID OREGON PERSONNEL SERVICES**

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS:

The City has been utilizing Mid-Oregon Personnel Services, Inc. since January 2003 to provide temporary workers to the various city departments to accomplish day-to-day activities when additional help is needed or to work on special projects. A new agreement was entered into on March 24, 2014 which allowed Mid-Oregon Personnel Services to continue to provide temporary workers until March 23, 2016 when the agreement was scheduled to expire. Section 2 allows the agreement to be extended by the parties' mutual written agreement.

When Mid-Oregon Personnel was contacted and asked to once again confirm that they are the only company that provides these services with an office in Jefferson County, they assured staff that they are and asked that the agreement be amended to allow automatic renewal for successive one (1) year terms, unless terminated. The agreement can be terminated at any time by the mutual written agreement of Mid-Oregon Personnel and the City, or by either party for any reason or no reason by providing the other party written notice of such termination.

Staff prepared a draft "First Amendment to Human Resource Outsourcing Agreement" and forwarded it to the City's legal counsel for review and comment prior to presentation to the Council. Legal counsel's revisions have been incorporated into the amendment; however, the proposed amendment has not yet been approved by Mid-Oregon Personnel Services, so there could be the need for a few minor changes. Council is being asked to approve the amendment subject to approval by Mid-Oregon Personnel Services, the City Administrator, and the City's legal counsel.

SUMMARY:

A. Fiscal Impact

The City utilizes these services on an annual basis as the budget allows. Temporary hires are funded by each respective City fund (typically through the contract services line item) from which they are utilized (e.g. seasonal help to operate and maintain the golf course and city parks, street department assistance, administrative staff at the City Hall).

B. Supporting Documentation

- A copy of the proposed First Amendment to Human Resource Outsourcing Agreement dated March 24, 2014, has been attached for Council's review and consideration.

- A copy of the March 24, 2014 Human Resource Outsourcing Agreement has also been attached for reference.

STAFF'S RECOMMENDATION IS:

That the City Council approve the First Amendment to Human Resource Outsourcing Agreement dated March 24, 2014 between the City of Madras and Mid-Oregon Personnel Services, Inc. subject to approval by Mid-Oregon Personnel Services, the City Administrator, and the City's legal counsel.

FIRST AMENDMENT TO
HUMAN RESOURCE OUTSOURCING AGREEMENT

This First Amendment to Human Resource Outsourcing Agreement (this "Amendment") is made and entered into on April __, 2016, but made effective for all purposes as of March 24, 2016 (the "Effective Date"), between the **CITY OF MADRAS** ("City"), an Oregon municipal corporation, whose address is 125 SW "E" Street, Madras, Oregon 97741-1346, and **MID OREGON PERSONNEL SERVICES, INC.** ("PSI"), an Oregon corporation, whose address is 187 NW 2nd Street, Prineville, Oregon 97754.

RECITAL

Client and PSI entered into a certain Human Resource Outsourcing Agreement dated March 24, 2014 (the "Agreement"). Pursuant to the terms of the Agreement, PSI will provide certain payroll and other human resource services for and on behalf of Client. Pursuant to Section 2 of the Agreement, the Agreement will expire on March 23, 2016, unless extended by the parties' mutual written agreement. The parties desire to enter into this Amendment in order to, among other things, extend the term of the Agreement for one or more terms of one year each.

AGREEMENT

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

1. Extension. Pursuant to Section 2 of the Agreement, the parties extend the term of the Agreement for one additional term of one year, commencing on the Effective Date and ending on March 23, 2017, unless sooner terminated as provided in the Agreement. Except as otherwise provided in this Amendment, the one-year extension will be on the same terms and conditions contained in the Agreement. Upon the expiration of the Agreement, the Agreement will automatically extend for one or more terms of one year each, unless sooner terminated as provided in the Agreement.

2. Oregon Sick Leave. Notwithstanding anything contained in the Agreement to the contrary, Client and PSI acknowledge and agree that PSI is the "primary employer" for purposes of Oregon's Sick Leave Law (ORS 653.601 et seq.; OAR 839-007). As "primary employer" PSI is responsible for compliance with the Oregon's Sick Leave Law concerning all PSI temporary and/or leased employees, including, without limitation, ensuring that all PSI temporary and/or leased employees receive all notices, sick leave (paid or unpaid, as applicable), and other leave and benefits, all at PSI's cost and expense. The parties will maintain adequate communication concerning their respective obligations under Oregon's Sick Leave Law.

3. Miscellaneous. The parties affirm and reaffirm to each other each of the representations, warranties, covenants, and agreements set forth in the Agreement, except as specifically modified under this Amendment. This Amendment will not be construed as an actual or implied waiver or release of any party's obligation or liability arising out of or under the Agreement. This Amendment is hereby expressly made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein will have the respective meanings assigned to them in the Agreement. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by both parties.

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

CITY OF MADRAS

_____

Mayor Royce Embanks

MID OREGON PERSONNEL SERVICES, INC.

_____

Gregory J. Lambert, President

Mid Oregon PERSONNEL
GROUP OF COMPANIES

HUMAN RESOURCE OUTSOURCING AGREEMENT

BETWEEN: Mid Oregon Personnel Services, Inc. (PSI)

AND: City of Madras (CLIENT)

DATED: March 24, 2014

1. **SERVICES:** PSI agrees to provide payroll and such other human resource services as agreed to from time to time to CLIENT pursuant to the terms of this agreement. It is agreed that for payroll purposes PSI will be the employer of record for all subject employees assigned by PSI to work for CLIENT until such assignment ends or if after ninety calendar days of full time assignment hired directly by CLIENT. As used in this agreement, the term "subject employee" or "subject worker" shall have the same meaning given such term by the State of Oregon. **CLIENT is the employer of record of all subject employees for workers' compensation purposes.**

2. **TERM:** Subject to the terms and conditions contained in this agreement, this agreement will be effective and remain in full force and effect until March 23, 2016, unless sooner terminated as provided in this agreement. This agreement may be extended by the parties' mutual written agreement. Notwithstanding anything contained in this agreement to the contrary, this agreement may be terminated (a) at any time by the mutual written agreement of PSI and CLIENT, and/or (b) by either party for any reason or no reason by providing the other party written notice of such termination. Termination of this agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

3. **PAYMENT:** CLIENT shall pay PSI for each PSI worker a set sum equal to the wage paid by PSI to the PSI worker plus an administrative fee equal to 29% of the subject PSI worker's wages. Some portions of the administrative fee shall be designated as payment for federal, state, and local payroll taxes, and agreed upon fringe benefits, if any, for the subject employees during the period of time they work for CLIENT. CLIENT agrees to have payment in the possession of PSI on or before the pay date represented by the invoice. Any payments not received by PSI by the agreed upon date will be subject to a "FINANCE CHARGE" of 1.5% per month (ANNUAL RATE 18%). All attorney fees, court costs or other fees incurred in the collection of this debt will be added to the balance.

4. **PLACE OF PERFORMANCE:** A) CLIENT shall not hire or retain the services of any subject employee with the intent or effect of placing such subject employee on PSI payroll without CLIENT having first confirmed with PSI that the subject employee has been assigned by PSI and has, prior to the commencing of work, completed the PSI employment application, W-4, I-9 and safety orientation. In the event that CLIENT retains the services of any subject employee with the intent or effect of placing such

subject employee on PSI payroll without having first confirmed with PSI that the subject employee has been assigned to CLIENT and has, prior to the commencing of work, completed the PSI employment application, W-4, I-9 and safety orientation, CLIENT agrees to pay PSI and its agents for any and all wages, taxes, administrative fees and any other assessments, liabilities or penalties that may accrue or be found owing for or to such employees.

B) CLIENT shall provide adequate supervision and training and agrees that it will comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state and local governments, and that it will immediately report to PSI all accidents and injuries involving or affecting PSI employees.

C) CLIENT acknowledges that it is solely responsible for maintaining a safe working environment. To CLIENT's actual knowledge, CLIENT is in compliance with OSHA and other legal standards and agrees that it shall be solely responsible and will hold PSI harmless for any OSHA or other violations. To CLIENT's actual knowledge, CLIENTS's working environment, equipment, and machinery currently meet all legal standards and CLIENT will exercise its commercially reasonable efforts to maintain the same in compliance with such standards for the duration of this agreement.

D) CLIENT shall provide and ensure use of all personal protective equipment as required by federal, state or local laws, regulations, ordinances, directives or rules or as deemed necessary by PSI.

E) CLIENT agrees to exercise its commercially reasonable efforts to comply, at its expense, with any lawful specific directives regarding workplace health and safety from PSI or any governmental agency having jurisdiction over workplace health and safety.

F) To assist PSI in properly evaluating and classifying workers' compensation exposure, CLIENT agrees to provide PSI with accurate and complete information concerning the nature of work duties, business operations, and locations of jobsite employees and to promptly notify PSI of any material changes in operations, job classifications, financial or workforce conditions.

G) CLIENT agrees to notify PSI of any changes and additions to job classification or functions in order to enable PSI to determine any needed pricing changes and or payroll allocation.

H) PSI has the right, at any scheduled mutually convenient time, to inspect CLIENT's premises and operations, but is not obligated to make such inspections. PSI does not warrant from the result of such inspections or the absence thereof that the operation and premises are in compliance with any laws, regulations, codes or standards.

5. **OBLIGATIONS:** A) PSI employees shall receive their wages from PSI from the fee charged by PSI to CLIENT. All hours worked and the rate of pay for PSI employees shall be indicated on the employee time sheet submitted to PSI by CLIENT. Any compensation given to any PSI employee by CLIENT in any form, without the prior written consent of PSI, shall be considered to be compensation given by CLIENT to that employee as a direct employee of CLIENT. CLIENT retains complete responsibility and will hold PSI harmless for any such compensation and related taxes, premiums, and assessments.

B) On the first business day following the end of each pay period, CLIENT agrees to provide PSI with all information necessary for PSI to prepare the appropriate payroll and invoice. If such information is not received by PSI on the date indicated, a late charge of $25.00 may be added to the invoice. CLIENT shall indemnify and hold PSI harmless from any penalty, claim, liability, deficiency or damage arising as a result of CLIENT's failure to submit such information in a timely manner.

C) PSI acknowledges responsibility for matters related to the payment of wages and federal, state and local payroll taxes for its employees as calculated from data that is submitted in a timely manner on PSI employee time sheets. PSI shall indemnify and hold CLIENT harmless for any penalty, claim, liability, deficiency or damages arising as a result of PSI's failure to fulfill its duties as set forth in the immediately preceding sentence. CLIENT expressly acknowledges that unless specifically agreed to in writing, PSI shall not be liable for any fringe benefits. PSI is not responsible for any loss of CLIENT's business, goodwill, profits or other consequential, special or incidental damages.

D) CLIENT must notify OR-OSHA within 8 hours of the occurrence or knowledge of an event of a work related fatality, fatal heart attack, if three or more employees are hospitalized, or within 24 hours of the occurrence or knowledge of an employee being hospitalized overnight due to work-related injuries. Notification requirements apply whether or not the employee(s) is CLIENT's employee or a PSI employee. If CLIENT is required to maintain an OSHA 300 log, any recordable injury to a PSI employee must be recorded on the CLIENT 300 log.

CLIENT expressly acknowledges sole responsibility to provide and maintain workers' compensation insurance that covers all subject employees who work for CLIENT including those assigned to CLIENT by PSI. CLIENT will defend and hold PSI and its agents, owners and employees harmless for any and all workers' compensation costs and liabilities concerning the subject PSI employees who work for CLIENT, including but not limited to, premiums, premium taxes, assessments, claims, and claims costs. _____ Initials

6. **EMPLOYEE INFORMATION:** CLIENT shall provide periodic reports concerning the quality of performance of each PSI employee as CLIENT deems necessary or as PSI may reasonably request.

7. **INDEMNIFICATION:** A) To the fullest extent permitted by law, each party will defend, indemnify, and hold the other party harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, and expenses of every kind (including, without limitation, attorney fees) arising out of the party's breach and/or failure to perform any representation, warranty, covenant, and/or obligation of such party contained in this agreement. The indemnification obligations provided under this Section 7 will survive the termination of this agreement.

B) CLIENT shall not sue, make any claim or demand, or otherwise seek any damages from PSI for any injuries arising out of any and all acts or omissions of any PSI employee assigned to CLIENT in connection with the performance of services rendered by such PSI employee. PSI will exercise its best efforts to properly screen PSI employees assigned to CLIENT, including, for example, PSI's completion of appropriate background and credit checks (if permitted under applicable law).

8. **VEHICLE INSURANCE:** CLIENT assumes full and complete responsibility for any liability arising from the operation of any motor vehicle used by a PSI employee as a part of any job assigned to or

performed by them. CLIENT agrees to maintain adequate vehicle and liability insurance covering all PSI employees who operate motor vehicles while working for CLIENT.

9. **ATTORNEY/COLLECTION FEES:** In any action to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover the costs and expenses of any such litigation at trial and on appeal, including reasonable attorneys' fees and collection costs in addition to all of the rights and remedies at law.

10. **COMPLIANCE WITH LAWS:** CLIENT and PSI will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, for example, those applicable to PSI and/or this agreement under ORS 279B.220, 279B.230, and 279B.235, which statutes are incorporated herein by reference. PSI will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct PSI's business and perform the services contemplated under this agreement. Neither PSI nor CLIENT shall discriminate on the basis of national origin, race, color, religion, age, sex or any other characteristic as established by applicable law. Notwithstanding anything contained in this agreement to the contrary, CLIENT's performance of its obligations under this agreement is conditioned on PSI's performance of its obligations under this agreement, including, for example, those PSI obligations described under this Section 10.

11. **ARBITRATION:** Any controversy or claim arising out of or relating to this agreement shall be settled, at the option of PSI, by arbitration in the City of Madras, Oregon, in accordance with the then-governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

12. **NOTICES:** Any notice required to be given under this agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, or in person, to PSI and/or CLIENT, as the case may be, at the offices specified below.

13. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of Oregon.

14. **SEVERABILITY:** Should any one or more of the provisions hereof, or any part of a portion hereof, be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

15. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

ADDRESS: Mid Oregon Personnel Services, Inc.
187 NW 2nd St.
Prineville, OR 97754

By: _____ President
Title

ADDRESS: City of Madras
Attn: City Administrator
125 SW E Street
Madras, Oregon 97741

Melanie Widmer

By: Melanie Widmer

3-25-2014

Mayor

Title

Phone Number	Fax Number	Cell Number
Comp Code:	Rate: Wages plus 29%	Taxpayer ID Number
Pay Dates	Pay Period: Monthly	$35, five panel non-DOT Drug Test

CITY OF MADRAS

Request for Council Action

Date Submitted: April 5, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council Members

From: Jonathan Burchell, Golf Course Supt. /Parks Supervisor

Subject: Completion of the Desert Peaks Golf Course Cart Path Paving Project

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only

Formal action / motion that Council approves the completion of the Desert Peaks Golf Course Cart Path Paving Project as recommended by public works staff.

DESCRIPTION:
Public Works staff has concluded that all work/construction for the Desert Peaks Golf Course Cart Path Paving Project has been completed.

STAFF ANALYSIS:
Staff performed a final field inspection that concluded the completion of the Desert Peaks Golf Course Cart Path Paving Project. Staff recommends that Council accept this project as completed. The project total cost was $14,490.00 which came from Wastewater Operations Fund Capital Outlay, Sewer Effluent Land Application.

SUMMARY:

A. **Fiscal Impact:**

- Project costs: $14,490.00
- Contingency: $ 0.00
- **Summary of Costs: $14,490.00**

B. Funding Sources:

- Wastewater Operations Fund-Capital Outlay
- Sewer Effluent Land Application $ 15,000.00
- **Total Revenue: $ 15,000.00**

C. Recognition of Collateral Material and Technical Report:

- Pictures from the project

RECOMMENDATION:

Formal action / motion that Council approves the completion of the Desert Peaks Golf Course Paving Project as recommended by public works staff.

CITY OF MADRAS

Request for Council Action

Date Submitted: March 30, 2016

Agenda Date Requested: April 12 2016

To: Mayor and City Council Members

From: Rod Fulton, Building, Fleet, Street Supervisor

Subject: Madras Municipal Airport West Access Road (aka Daimler Road) Signing of Contract for Street Lighting at Birch and Glass Drive

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Contract Review Board

[ ] None - Report Only

Formal Action/Motion that Council approves the street lighting contract between the City of Madras and Pacificorp for street lighting on the Daimler Road Project in the amount of $48,618.00.

DESCRIPTION:
The attached contract with Pacificorp for (17) Street lights on Daimler Road is required in order for Pacificorp to install the lighting once the contractor has constructed the underground infrastructure.

STAFF ANALYSIS:
Staff received an estimate per contract work order # 6130683 with PP&L to complete the necessary work for the 2015/2016 West Access Road Project (aka Daimler Road). The attached contract for the Street Lighting is $48,618.00. Normal procedure for installation of City owned street lights is to have a contractor install the necessary infrastructure (conduit, light bases, vaults) for street lights then Pacificorp will install the wiring and set the cobrahead lighting. Since the lights will be owned by the City, a contract is required between Pacificorp and the City in order to receive monthly billing.

Staff is recommending council approve contract work order # 6130683 with PP&L in the amount of $48,618.00 needed to complete the street lighting portion of the West Access Road Project (aka Daimler Road).

SUMMARY:

A. Fiscal Impact:

Madras Municipal West Access Road Project (aka Daimler Road)

• Design and Const. Engineering (Century West)	=	$ 125,473.00
• Construction Services Contract Material (Latham)	=	$ 35,700.00
▪ Change Order #1 (Time Extension)	=	$ 0.00
▪ Change Order #2	=	$ -14,700.00
• **Revised Contract Amount**	**=**	**$ 21,000.00**
• Mat. and Equip. for Road Construction (estimated)	=	$ 50,895.37
• Pacific Power Lighting Contract	=	$ 48,618.00
• Road Construction (City Forces In Kind)	=	$ 131,415.00
• Land Dedication for Road	=	$ 154,149.00
• Water Line Estimated (DVWD)	=	$ 137,304.00
• Road Construction – Contracted (TBA)	=	$1,430,945.42
• Contingency	=	$ 187,236.63
• **Total Road Project Cost**	**=**	**$2,287,036.42**

Revenue

• Infrastructure Finance Authority	=	$ 150,000.00
• Immediate Opportunity Fund	=	$ 841,137.21
• City (land & labor/equipment grading)	=	$ 285,564.06
• Developer (Daimler) Cost Share	=	$1,010,335.15
• **Total Revenue**	**=**	**$2,287,036.42**

B. Funding Source:

- Airport Operations Fund, Capital Outlay, 509-090-540-1003
- This project has been budgeted for FY 15-16 therefore a budget resolution is not required.

C. Recognition of Collateral Material and Technical Report:

- See attached Street Lighting contract
- Conceptual drawing and Site plan

RECOMMENDATION:

Formal Action/Motion that Council approves the street lighting contract between the City of Madras and Pacificorp for street lighting on the Daimler Road Project in the amount of $48,618.00.

PACIFIC POWER
A PACIFICORP COMPANY

328 NE Webster Ave
Bend, OR 97701

March 21, 2016

City of Madras
125 SW E st Madras, OR
Madras, OR 97741

RE: Intersection of Birch and Glass Madras, OR – Work Order #6130683

Dear Customer:

Enclosed for your signature is a Street Lighting Agreement. Please return the signed contract and you advance of $48,618.00 to Pacific Power, Atten: Ryan Coburn , 328 NE Webster Ave, Bend, OR 97701. A fully executed Agreement will be returned to you for your records.

Receipt of the signed agreement and advance will trigger the order of the material necessary for the work. **If you have any questions regarding the Agreement, please give our estimator Flip Shelton a call at 541 388 7116.** Typically, we are able to serve you within 45 days after all paperwork has been received.

If there is a change in the agreed upon location of the electrical equipment, please contact the estimator immediately. Failure to do so could delay installation of electrical service to your property.

<u>If you have questions regarding trenching, scheduling, etc., please call Ryan Coburn 541 388 7117</u>

Sincerely,

Ryan Coburn
C.O.W. Operations Service Coordinator
ryan.coburn@pacificorp.com

W.O. # 6130683
Site # 456839480 014

STREET LIGHTING AGREEMENT
Company Owned System

THIS STREET LIGHTING AGREEMENT ("this Agreement") MADE BY AND BETWEEN City of Madras ("Customer") in Jefferson County, State of Oregon and PacifiCorp, doing business as Pacific Power ("Company"), wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of rate schedule 51 or any effective superseding rate schedule filed with the Public Utility Commission of Oregon. This Agreement shall be subject to the Company's electric service regulations, copies of which are available at the Company's offices and on the PacifiCorp web page.

Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified as follows:
☒ Listed Below.
☐ Listed on Exhibit "A", attached hereto and by this reference made a part hereof.

Location	Pole #	Light Type	Watts
1. First intersection north of birtch and glass	1013/349001	Led	75
2. One light to the west of intersection	1013/349002	Led	75
3. Two lights from intersection	1013/349003	Led	75
4. Three lights from intersection	1013/349004	Led	75
5. Four lights from intersection	1013/349040	Led	75
6. Five lights from intersection	1013/359010	Led	75
7. Six lights from intersection	1013/359020	Led	75
8. seven lights from intersection	1013/358070	Led	75
9. eight lights from intersection	1013/358090	Led	75
10. nine lights from intersection	1013/358065	Led	75
11. ten lights from intersection	1013/358060	Led	75
12. eleven lights from intersection	1013/358050	Led	75
13. twelve lights from intersection	1013/358030	Led	75
14. thirteen lights from intersection	1013/357060	Led	75
15. fourteen lights from intersection	1013/357090	Led	75
16. fifteen lights from intersection	1013/357190	Led	75
17. sixteen lights from intersection	1013/357200	Led	75

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate, provided the Customer provides and installs trenching, conduit, back fill, bedding material, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, and includes all work, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. In addition to these requirements, the Company will install standard metal poles provided the Customer supplies an installs any necessary concrete bases per Company specifications. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Oregon Tariff. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

The total non-refundable advance is $48,618.00

Special Provisions: Set up costs will be paid by contractor before lights will be set.

City of Madras

Signature

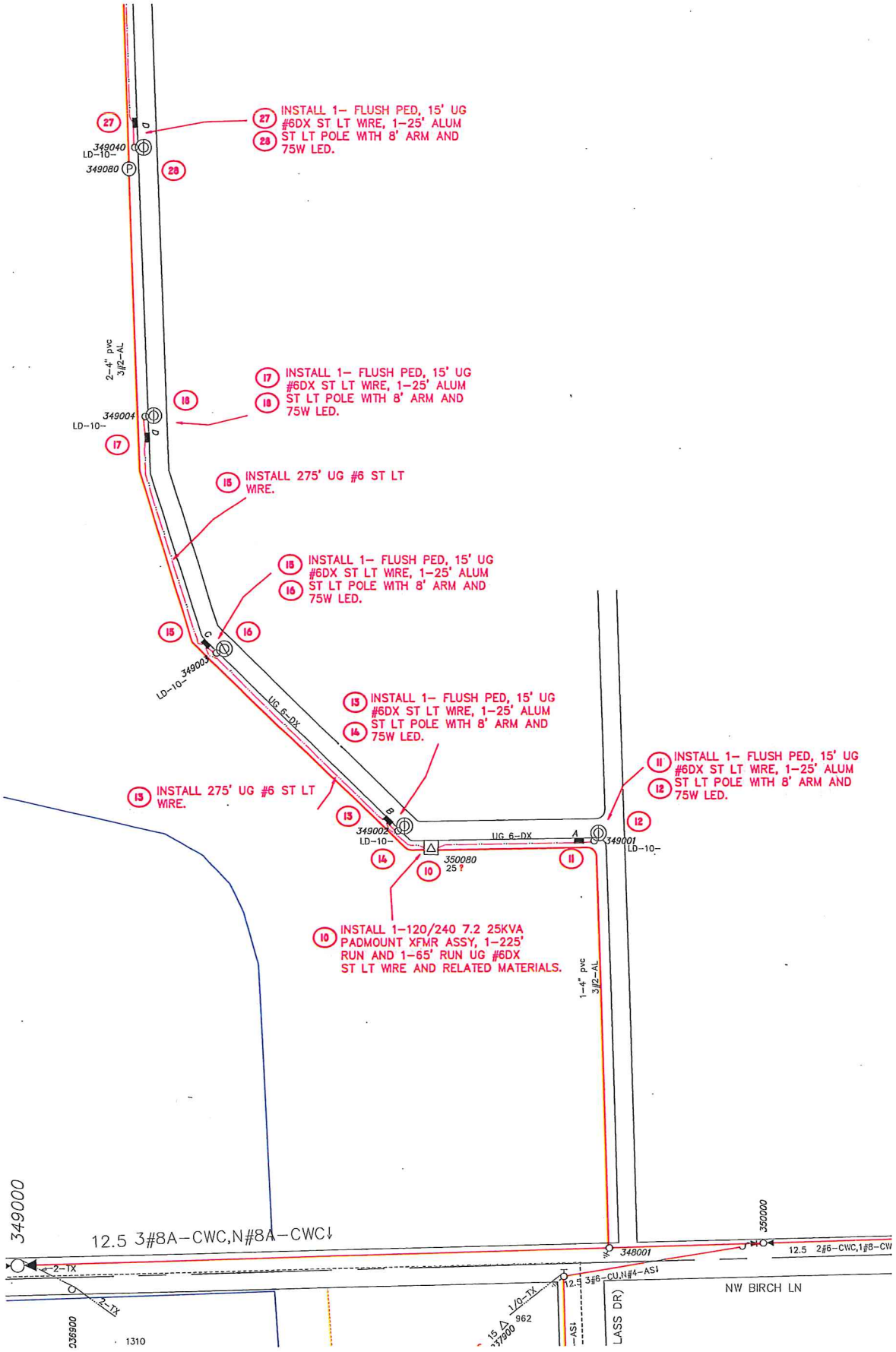
Date

Pacific Power

Signature

Date

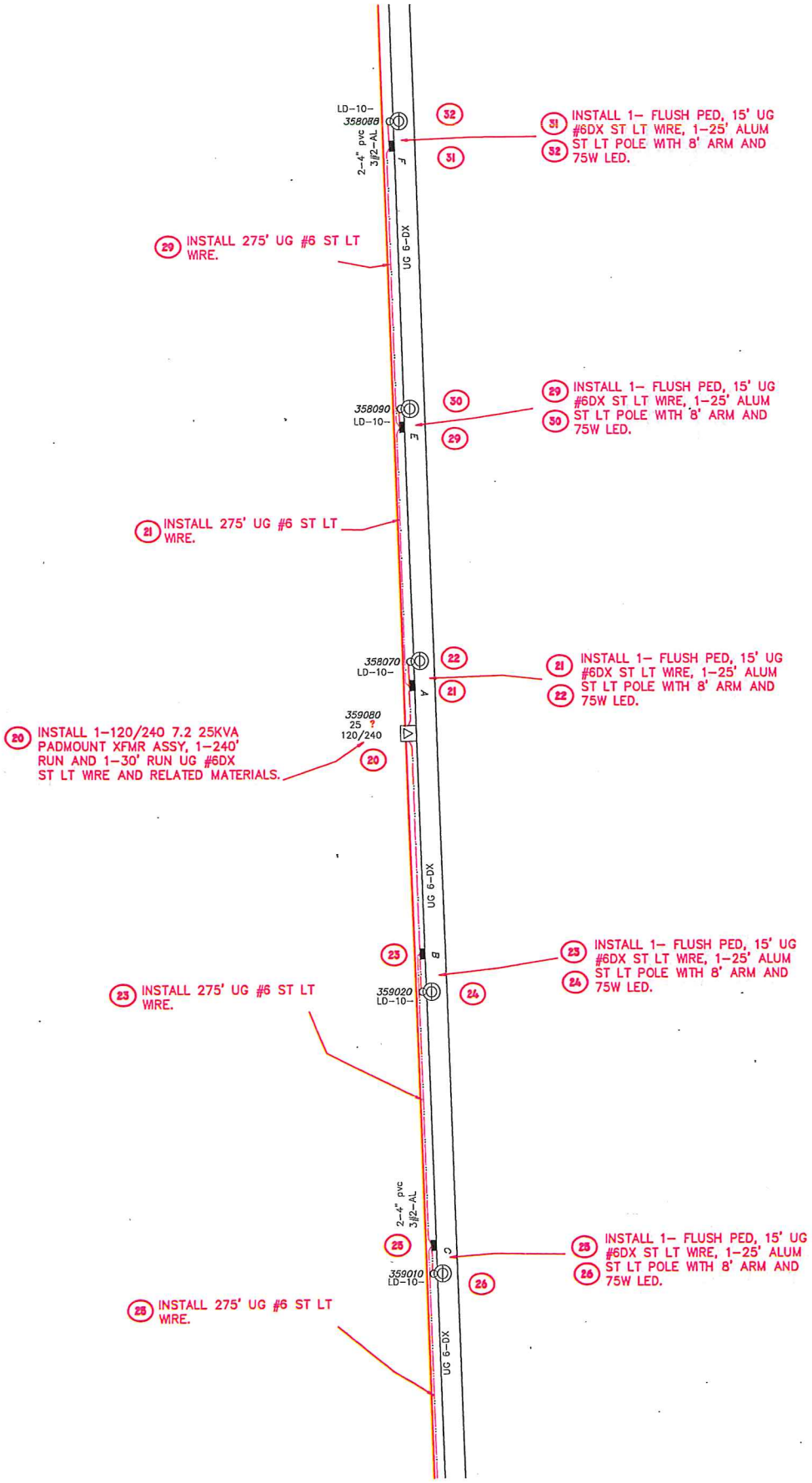
DISCLAIMER – PACIFICORP MAKES NO WARRANTY, REPRESENTAION, OR GUARANTEE OF ANY KIND REGARDING EITHER ANY MAPS OR OTHER INFORMATION PROVIDE HEREIN OR THE SOURCES OF SUCH MAPS OR OTHER INFORMATION. PACIFCORP SPECIFICALLY DISCLAIMS ALL RESPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Maps/Data may not accurately identify the exact location of facilities or current construction. No attempt has been made to verify the records to reflect current site conditions and PacifiCorp is not responsible or liable for any injury, death or damage that may result from differing site conditions. User acknowledges and agrees that PacifiCorp shall not be liable for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made. Action taken, or action not taken by the user in reliance upon any maps or information provide herein.



Foreman	Emp #	Job Start Date	PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY
CC# 11226	WO# / REQ# 006130683	Map String	Job Complete Date
CUSTOMER : Madras City ADDRESS : Birch Ln & Daimler Madras		Circuit 5D53	Post Jobs ☐ RQII ☐ Posted ☐

1 OF 4

EST ID#	Print Date	Scale
13590	03/08/16	1=100'



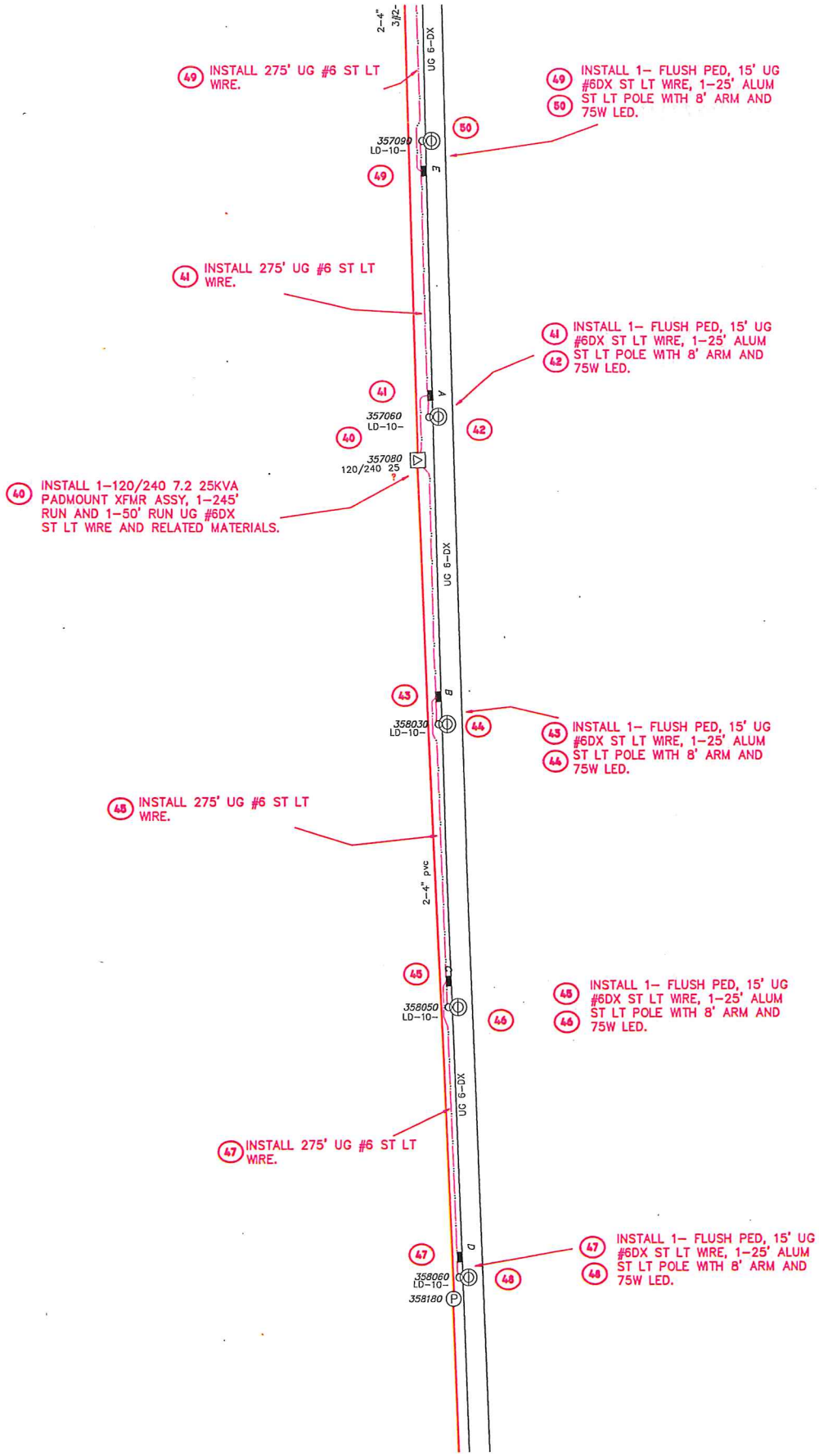
Foreman		Emp #	Job Start Date	
CC# 11226	WO# / REQ# 006130683	Map String	Job Complete Date	
CUSTOMER : Madras City ADDRESS : Birch Ln & Daimler Madras			Circuit 5D53	Post Jobs ☐ RQII ☐ Posted ☐

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

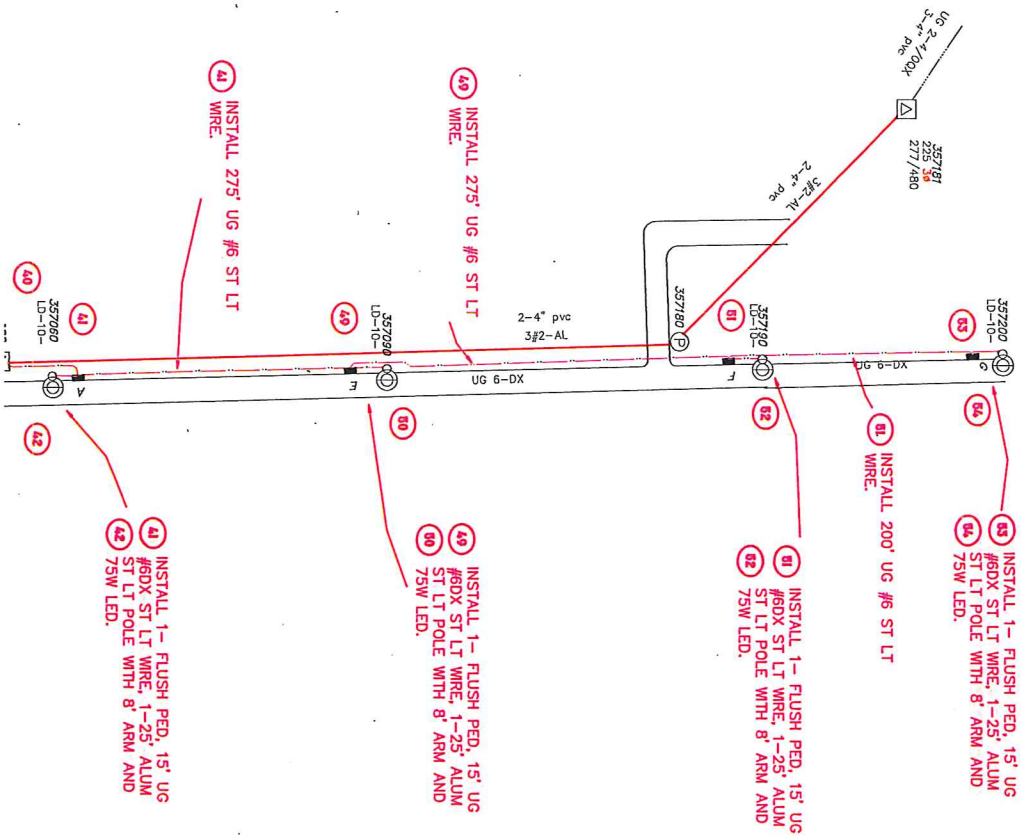
N W E S

2 OF 4

EST ID#	Print Date	Scale
13590	03/08/16	1=100'



Foreman		Emp #	Job Start Date		PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY
CC# 11226	WO# / REQ# 006130683	Map String	Job Complete Date		3 OF 4
CUSTOMER : Madras City ADDRESS : Birch Ln & Daimler Madras			Circuit 5D53	Post Jobs ☐ RQII ☐ Posted ☐	EST ID# 13590 / Print Date 03/08/16 / Scale 1=100'



Foreman		Emp #	Job Start Date		PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY
CC# 11226	WO# / REQ# 006130683	Map String	Job Complete Date		4 OF 4
CUSTOMER : Madras City ADDRESS : Birch Ln & Daimler Madras			Circuit 5D53	Post Jobs ☐ RQII ☐ Posted ☐	EST ID# 13590 / Print Date 03/08/16 / Scale 1=100'

CITY OF MADRAS

Request for Council Action

Date Submitted: March 28, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council Members

Through: Rodney R. Fulton - Building, Fleet, Street Supervisor

Subject: Resolution No. 08-2016 – A resolution authorizing the installation of a "Caution School Speed Zone Ahead" sign on S.E. Mctaggart Road, and the relocation of an existing school speed sign approximately 300 feet to the north of Ponderosa Drive as early warning signs to help slow traffic and provide a safer environment

TYPE OF ACTION REQUESTED:

[X] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Contract Review board

[ ] None - Report Only

Formal action/motion that Council approves Resolution No. 08 -2016 Authorizing the installation of (1) 20 mph "Caution" School speed zone ahead sign (2) "Relocate the existing School speed zone sign North of Ponderosa Drive located on S.E. McTaggart Road as requested by the Public Works and Parks Committee.

DESCRIPTION:
To install one (1) 20 mph "Caution" School speed zone ahead sign and (2) relocate the existing School speed zone sign North of Pondarosa Drive adjacent to McTaggart Road. As requested by the Public Works and Parks Committee, due to complaints received about speeding cars entering the School zone.

STAFF ANALYSIS:
At the February 3, 2016 Public Works and Parks Committee meeting Bill Ferguson and Councilor Chamberlin asked if a "Caution" School Speed Zone Ahead sign "could be installed on S.E. McTaggart Road. Staff contacted the City Engineer, Wen Jou, with HHPR and it was

determined that in fact a "Caution" School Speed zone Ahead sign could be installed on S.E. McTaggart Road (see attached correspondence with Wen Jou and Rod Fulton).

At the January 6, 2016 Public Works and Parks Committee meeting, the Public Works and Parks Committee made a motion to recommend to Council to install a "Caution" School Speed Zone Ahead Sign located on S.E. McTaggart Road

A Caution Ahead sign is a warning sign and in order to help improve safety in a school zone it must be approved by Resolution.

Attached is a map exhibit that outlines where staff, upon City Council approval, would be installing each of the signs. The locations were coordinated with the Police chief and city engineer and where they felt the biggest impact would be made.

Staff is seeking City Council approval to install one (1) "Caution" School Speed Zone Ahead sign and (2) Relocate existing school speed sign North of Ponderosa Drive. Signs Located on S.E. McTaggart Rd.

SUMMARY:

A. Fiscal Impact:
   - For (1) 20 MPH "Caution" School speed zone ahead sign (includes labor, metal sign, post, hardware and concrete at $243.00
   - (2) "Relocate School speed sign North of Ponderosa Dr. (Labor, and concrete) $87.00
   - **Total Estimated Cost for one (1) sign installation and (1) relocate of an existing sign $330.00**

B. Funding Source:
   - TOF Repairs & Maintenance 204-040-520-2702

RECOMMENDATION:
Formal action/motion that Council approves Resolution No. 08 -2016 Authorizing the installation of (1) 20 mph "Caution" School speed zone ahead sign (2) "Relocate the existing School speed zone sign North of Ponderosa Drive located on S.E. McTaggart Road as requested by the Public Works and Parks Committee.

RESOLUTION NO. 08-2016

A RESOLUTION AUTHORIZING THE INSTALLATION OF A "CAUTION SCHOOL SPEED ZONE AHEAD" SIGN ON S.E. McTAGGART ROAD, AND THE RELOCATION OF AN EXISTING SCHOOL SPEED SIGN APPROXIMATELY 300 FEET TO THE NORTH OF PONDEROSA DRIVE AS EARLY WARNING SIGNS TO HELP SLOW TRAFFIC AND PROVIDE A SAFER ENVIRONMENT.

WHEREAS, the City of Madras (the "City") has the authority by charter and ordinance to establish street control signs, including stop signs, for citizen safety and traffic control; and

WHEREAS, the Uniform Manual on Traffic Control gives direction on the justification and specifications for the placement of street control signs; and

WHEREAS, during the January 6, 2016 Public Works and Parks Committee meeting a member of the public inquired about the possibility of the installation of speed limit signs on McTaggart Road; and

WHEREAS, after receiving the inquiry, City staff contacted the City Engineer to ask that he research the Committee's request and determine whether the proposed signage could be installed and the existing signage relocated; and

WHEREAS, it was determined by the City Engineer that the proposed signage could be installed on S.E. McTaggart Road, and that the existing speed sign could be moved approximately 300 feet to the North of its current location; and

WHEREAS, the Public Works and Parks Committee, after taking into consideration the City Engineer's comments, recommended the installation of a 20 mph "Caution School Speed Zone Ahead" sign on S.E. McTaggart Road, and the relocation of the existing school speed sign approximately 300 ft. to the North of Ponderosa Drive as a solution to the complaints that have been received about speeding cars entering the school zone.

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

1. The above stated findings contained in this Resolution No. 08-2016 (this "Resolution") are hereby adopted.

2. A "Caution School Speed Zone Ahead" sign shall be installed on S.E. McTaggart Road. The City's Public Works Department will immediately coordinate the installation of the caution sign and relocation of the existing school speed sign to the North of Ponderosa Drive.

3. Following the installation of the "Caution School Speed Zone Ahead" sign and relocation of the existing speed zone sign, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to adhere to the school speed zones.

4. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

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

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

_____
Royce Embanks, Mayor

ATTEST:

_____
Karen J. Coleman, City Recorder

School Speed sign location
School speed caution sign location

Rod,

As discussed I recommend that a school speed caution sign be placed on the east side of McTaggart before the entrance to the proposed Physical Therapy Center and a school speed sign be placed right after the Pondarosa Dr. This is aimed at promoting safety and reducing accidents especially near the school.

Wen

Rod Fulton

From: Wen Jou <wenj@hhpr.com>
Sent: Wednesday, March 16, 2016 9:53 AM
To: Rod Fulton
Subject: RE: School signage

Rod,

As discussed I recommend that a school speed caution sign be placed on the east side of McTaggart before the entrance to the proposed Physical Therapy Center and a school speed sign be placed right after the Pondarosa Dr. This is aimed at promoting safety and reducing accidents especially near the school.

Wen

From: Rod Fulton [mailto:rfulton@ci.madras.or.us]
Sent: Wednesday, March 16, 2016 9:09 AM
To: Wen Jou <wenj@hhpr.com>
Subject: RE: School signage

Hi Wen,
can you send me something in writing that you agree with this or this is your recommendation.

Rodney R. Fulton
City Of Madras Public Works
Streets/Fleet/Building Supervisor
Office 541-475-2622 Ext 1
Cell 541-480-4307
rfulton@ci.madras.or.us

From: Wen Jou [mailto:wenj@hhpr.com]
Sent: Tuesday, March 15, 2016 2:53 PM
To: Rod Fulton
Subject: RE: School signage

Rod,

I do not think there was anything I wrote. We just discussed I over the phone and came up with this approach.

Wen

From: Rod Fulton [mailto:rfulton@ci.madras.or.us]
Sent: Tuesday, March 15, 2016 2:11 PM
To: Wen Jou <wenj@hhpr.com>
Subject: School signage

Hi Wen,
Hope all is going good for you. in the emails you and I have sent back and forth I have somehow miss placed your recommendation on installing the Caution Ahead School speed zone ahead on McTaggart Road. Can I get you to resend

it to me so I can put it with my Staff Report. I have attached the photo of the location of where the signs were to go I just can't find the email of your recommendation. Let me know if I need to do anything to help out.

Thanks Wen!

Rodney R. Fulton
City Of Madras Public Works
Streets/Fleet/Building Supervisor
Office 541-475-2622 Ext 1
Cell 541-480-4307
rfulton@ci.madras.or.us

CITY OF MADRAS

Request for Council Action

Date Submitted: April 5, 2016

Agenda Date Requested: April 12, 2016

To: Mayor and City Council Members

Through: Jeff Hurd, Public Works Director

From: Michele Quinn, Public Works Administrative Assistant

Subject: ORDINANCE NUMBER 887 -
AN ORDINANCE OF THE CITY OF MADRAS ACCEPTING THE SURRENDER OF JURISDICTION OVER NE ROYAL AVENUE, NE SHADY LANE, NE PLAZA PLACE, NE BEVERLYDRIVE, A PORTION OF NE LAKESIDE DRIVE, A PORTION OF NE CHESTNUT STREET, AND A PORTION OF NE CEDAR STREET, FROM JEFFESON COUNTY; AND DECLARING AN EMERGENCY.

TYPE OF ACTION REQUESTED:

[ ] Resolution [X] Ordinance

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

[ ] None - Report Only

Formal action / motion: that the Council approve and adopt Ordinance No. 887 as written

DESCRIPTION:
Jefferson County wishes to transfer the following roads to the City of Madras:

- NE Royal Avenue
- NE Shady Lane
- NE Plaza Place (Meets the 70 PCI requirement outlined in the UGAMA)

- The portion of NE Beverly Drive 100 feet north of the intersection with NE Chestnut Street and NE Beverly Drive to its terminus 140 feet south of the intersection of NE Shady Lane and NE Beverly Drive.

- The portion of NE Cedar Street commencing at the intersection with NE 10th Street continuing east and northeast to the intersection of NE Lakeside Drive (an approximate distance of 1,338 linear feet).

- The portion of NE Chestnut Street commencing at the intersection with NE Beverly Drive east to its intersection with NE Cedar Street

- The portion of NE Lakeside Drive from its intersection with NE Loucks Road to its intersection with NE Cedar Street. (Meets the 70 PCI requirement outlined in the UGAMA.)

In order to complete the process, the City must accept the transfer by Ordinance.

STAFF ANALYSIS:
Per the Urban Growth Area Management Agreement (UGAMA) between the City and County, "The City shall accept jurisdiction over County roads within the Urban Growth Boundary that have a Pavement Condition Index (PCI) of 70 or above". The City agreed to accept the road transfers from the Jefferson County as long as the County agreed to either bring the roads up to a 70 PCI or transfer funding to the City so the City could bring the roads up to a 70 PCI.

- Upon transference of said roads the City of Madras will receive the sum of $120,500.00 within ten days of the City's acceptance of the transfer of jurisdiction of the roads.

- Upon transfer of jurisdiction, City shall use the funds to improve the roads to a condition consistent with City's specifications and standards. The City will be responsible for maintenance of such roads and all costs associated with road improvements.

- By accepting the funds, the City can control timing of improvement including coordination of extending sewer to failing septic systems in this neighborhood

To accept the roads from the County it needs to be by Ordinance.

SUMMARY:

A. **Fiscal Impact:**
- Not Applicable

B. Funding Source:
- Not Applicable

C. **Recognition of Collateral Material and Technical Report:**

- A copy of proposed Ordinance No. 887 and attachments has been attached for Council's review and consideration.

- UGAMA between the City of Madras and Jefferson County dated April 5, 2006

RECOMMENDATION:

Formal action / motion that the Council approve and adopt Ordinance No. 887 as written

ORDINANCE NO. 887

AN ORDINANCE OF THE CITY OF MADRAS ACCEPTING THE SURRENDER OF JURISDICTION OVER NE ROYAL AVENUE, NE SHADY LANE, NE PLAZA PLACE, NE BEVERLY DRIVE, A PORTION OF NE LAKESIDE DRIVE, A PORTION OF NE CHESTNUT STREET, AND A PORTION OF NE CEDAR STREET, FROM JEFFERSON COUNTY; AND DECLARING AN EMERGENCY.

WHEREAS, Jefferson County (the "County") maintains jurisdiction of those certain roads or portions thereof located within the city limits of the City of Madras (the "City"), identified in attached Exhibit A (the "Roads"), and shown on the map attached hereto as Exhibit B; and

WHEREAS, City and County entered into an Intergovernmental Agreement for the Transfer of Certain Roads within City Limits (the "Agreement"), which was approved by City on January 12, 2016 and by County on January 27, 2016 (County No. M-013-16), attached as Exhibit C; and

WHEREAS, Section 3 of the Agreement provides that County will transfer funds in the amount of $120,500.00 to City to bring those roads that are not yet up to 70 PCI (Pavement Condition Index) to City's specifications and standards, as they now exist or are hereafter adopted or promulgated, and for any related and incidental purpose thereto; and

WHEREAS, on February 3, 2016, the Jefferson County Board of Commissioners initiated proceedings to surrender County's jurisdiction over NE Royal Avenue, NE Shady Lane, a portion of NE Cedar Street, a portion of NE Beverly Drive, and a portion of NE Chestnut Street (County Order No. 0-020-16), attached as Exhibit D; and

WHEREAS, on February 10, 2016, County amended County Order No. 0-020-16 to include two additional roads, NE Plaza Place and a portion of NE Lakeside Drive (County Order No. 0-025-16) attached as Exhibit E, which roads were not included in County Order No. 0-020-16 but were intended by both City and County to be transferred; and

WHEREAS, NE Plaza Place and the portion of NE Lakeside Drive described in County Order No. 0-020-16 meet the 70 PCI (Pavement Condition Index) requirement outlined in the Madras Urban Growth Area Management Agreement; and

WHEREAS, the Jefferson County Board of Commissioners held a public hearing on February 24, 2016 to allow the public to attend and offer comments, and after considering all written and verbal comments from the public and staff, found it to be

necessary, expedient, and in the best interests of County to surrender jurisdiction over the aforementioned roads to City; and

WHEREAS, based on these findings, the Jefferson County Board of Commissioners passed County Order No. 0-029-16, attached hereto as Exhibit F, formally offering to surrender jurisdiction over the aforementioned roads to City; and

WHEREAS, City finds that it is necessary and expedient and in the best interests of City to acquire jurisdiction over the Roads and accept the Roads into the City of Madras street system; and

WHEREAS, pursuant to ORS 373.270, the City desires to accept County's order and offer to surrender jurisdiction of the aforementioned roads.

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

SECTION 1: ADOPTION OF FINDINGS

The above-stated findings are hereby adopted.

SECTION 2: ACCEPTANCE OF ORDER AND OFFER

City hereby accepts County's order and offer to surrender jurisdiction over the Roads to City.

SECTION 3: JURISDICTION OVER ROADS

In accordance with ORS 373.270, full and absolute jurisdiction over the Roads for purposes of repair, construction, improvement, and the levying and collection of assessments will vest in City. City will have the same jurisdiction over the Roads as by its charter and the laws of the State of Oregon given or granted it over any of the public streets and alleys of City.

SECTION 4: SEVERABILITY

The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this

Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.

SECTION 5: CORRECTIONS

This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

SECTION 6: EMERGENCY DECLARATIONS

The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. This emergency Ordinance will be in full force and effect upon its passage and adoption by the Council and signing by the mayor.

ADOPTED 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

EXHIBIT A

"Roads"

County is surrendering jurisdiction over the following roads or portions of roads with the understanding that County will be providing financial assistance in accordance with the Agreement to bring these roads up to City's specifications and standards:

1. The portion of NE Beverly Drive 100 feet North of the intersection with NE Chestnut Street and NE Beverly Drive to its terminus 140 feet South of the intersection of NE Shady Lane and NE Beverly Drive.

2. The portion of NE Cedar Street commencing at the intersection with NE 10th Street continuing east and northeast to the intersection of NE Lakeside Drive (an approximate distance of 1,338 linear feet).

3. NE Royal Avenue.

4. NE Shady Lane.

5. The portion of NE Chestnut Street commencing at the intersection with NE Beverly Drive east to its intersection with NE Cedar Street.

6. NE Plaza Place.

7. The portion of NE Lakeside Drive from its intersection with NE Loucks Road to its intersection with NE Cedar Street.

EXHIBIT "B"

"Map"

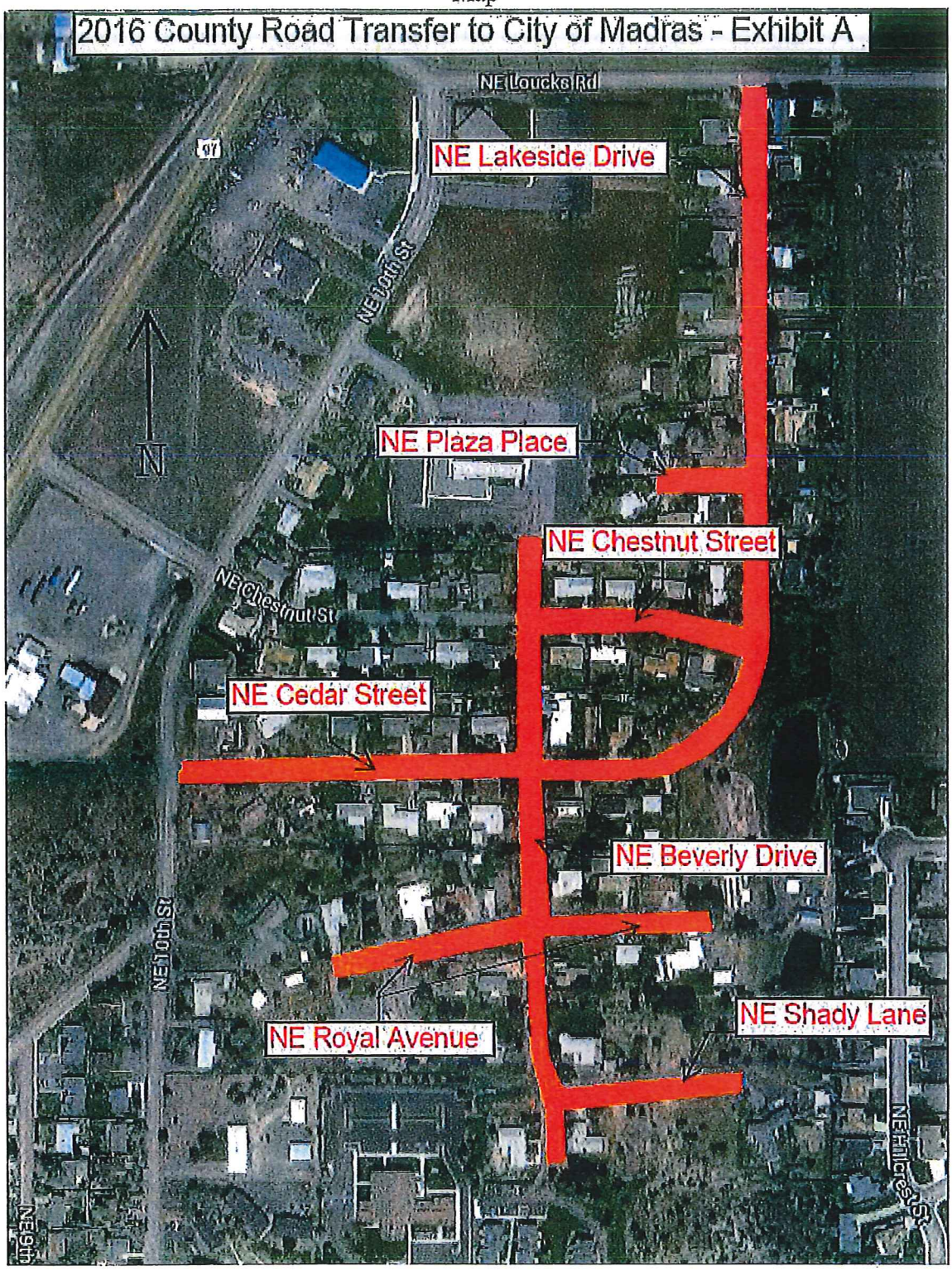


EXHIBIT "C"

INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF CERTAIN ROADS WITHIN CITY LIMITS

This Intergovernmental Agreement for the Transfer of Certain Roads within City Limits (this "Agreement") and is made by and between the CITY OF MADRAS, a municipal corporation ("City"), and JEFFERSON COUNTY, a political subdivision of the State of Oregon ("County"). City and County are collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, ORS 190.010 authorizes City and County to enter into an agreement for the performance of any and all functions and activities that the other party has the authority to perform on its own; and

WHEREAS, County maintains jurisdiction of those certain roads or portions thereof located within City's city limits identified in the attached Exhibit A (the "Road(s)") and shown on the map attached as Exhibit B; and

WHEREAS, County finds it necessary, expedient, and in the best interests of County to surrender jurisdiction over the Roads; and

WHEREAS, City finds it necessary, expedient, and in the best interests of City to acquire jurisdiction over the Roads to the same extent as it has over other public streets and alleys of City; and

WHEREAS, City and County desire to enter into this Agreement to transfer jurisdiction of the Roads pursuant to the procedures under ORS 373.270.

AGREEMENT:

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

1. Term and Termination.

1.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, this Agreement will commence on the date of the Parties' mutual execution of this Agreement (the "Effective Date") and will remain in full force and effect until each party's obligations herein have been fully performed or until terminated as provided in this Agreement.

1.2 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and County. Neither party will incur any new obligations after the effective date of the termination; provided, however, termination of this Agreement does not relieve either party from obligations incurred prior to the effective date of termination.

2. City's Obligations. City will accept a transfer of jurisdiction of the Roads through appropriate municipal legislation in accordance with ORS 373.270. Transfer of the Roads will be subject to any existing utilities located therein. Upon transfer of jurisdiction, subject to the terms and conditions of this Agreement, City will be responsible for maintenance of the Roads and all costs associated with Road improvements. City's acceptance of jurisdiction of the Roads is conditioned upon City's receipt of the Funds (as defined below) within ten (10) days of acceptance. If City does not receive the Funds within ten (10) days of acceptance of jurisdiction through its appropriate municipal legislation, acceptance will be deemed to not have occurred. City's failure to accept transfer of jurisdiction will void County's obligations under this Agreement and this Agreement will be considered to have mutually terminated.

3. County's Obligations. County will initiate a transfer of jurisdiction of the Roads in accordance with ORS 373.270. County will transfer to City the sum of $120,500.00 (the "Funds") within ten (10) days of City's acceptance of jurisdiction of the Roads through its appropriate municipal legislation as described in Section 2. City will use the Funds to improve, maintain, and/or repair the Roads to a condition consistent with City's specifications and standards, as they now exist or are hereafter adopted or promulgated, and for any related and incidental purpose thereto. County's failure to transfer the Funds within ten (10) days of City's acceptance of jurisdiction will void City's obligations under this Agreement including, without limitation, City's acceptance of a transfer of jurisdiction, and this Agreement will be considered to have mutually terminated.

4. Indemnification.

4.1 City Indemnification. To the fullest extent permitted under applicable law, City will defend, indemnify, and hold County and each present and future County employee, officer, agent, and representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, City's breach and/or failure to perform any City obligation contained in this Agreement.

4.2 County Indemnification. To the fullest extent permitted under applicable law, County will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, County's breach and/or failure to perform any County obligation contained in this Agreement.

5. Miscellaneous.

5.1 No Agency or Partnership Created. It is agreed by and between the Parties that each of them is carrying out functions on its own behalf, and that neither has the right of direction or control of the manner in which the other party delivers services or materials under this Agreement and that neither party exercises control over the activities of the other when

providing services or materials hereunder. City and County are not, by virtue of this Agreement, partners or joint venturers in connection with activities carried out under this Agreement, and will have no obligation with respect to each other's debts or any other liabilities of each and every nature.

5.2 Limitations. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

5.3 Compliance. City and County will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, the Parties expressly agree to comply with the following: (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5.4 Delegation; Reports. Neither party may assign and/or delegate its obligations and/or rights under this Agreement to any other person. The Parties will provide the other with access to all records pertaining to the services provided under this Agreement by each respective party.

5.5 Severability; Entire Agreement. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements.

5.6 Binding Effect; Modification. This Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits and other documents referenced in this Agreement are part of this Agreement.

5.7 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any action, suit, arbitration, or

proceeding seeking a declaration of rights or rescission, each party will be responsible for its attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) written below, but made effective for all purposes as of the Effective Date.

CITY:

By: ROYCE EMBANKS
Its: MAYOR

Date: JANUARY 12, 2016

COUNTY:

Wayne Fording, Commission ~~Chair~~

Mike Ahern, Commissioner

Mae Huston, Commissio~~ner~~ Chair

Date: 1-27-16

Exhibit A
"Roads"

The Roads consist of the following:

1. The portion of NE Beverly Drive commencing at the intersection with NE Chestnut Street to its terminus.

2. The portion of NE Cedar Street commencing at the intersection with NE 10th Street continuing east and northeast a distance of 1,338 linear feet.

3. NE Royal Avenue.

4. NE Shady Lane.

5. The portion of NE Chestnut Street commencing at the intersection with NE Beverly Drive east to its intersection with NE Cedar Street.

Exhibit B
"Map"

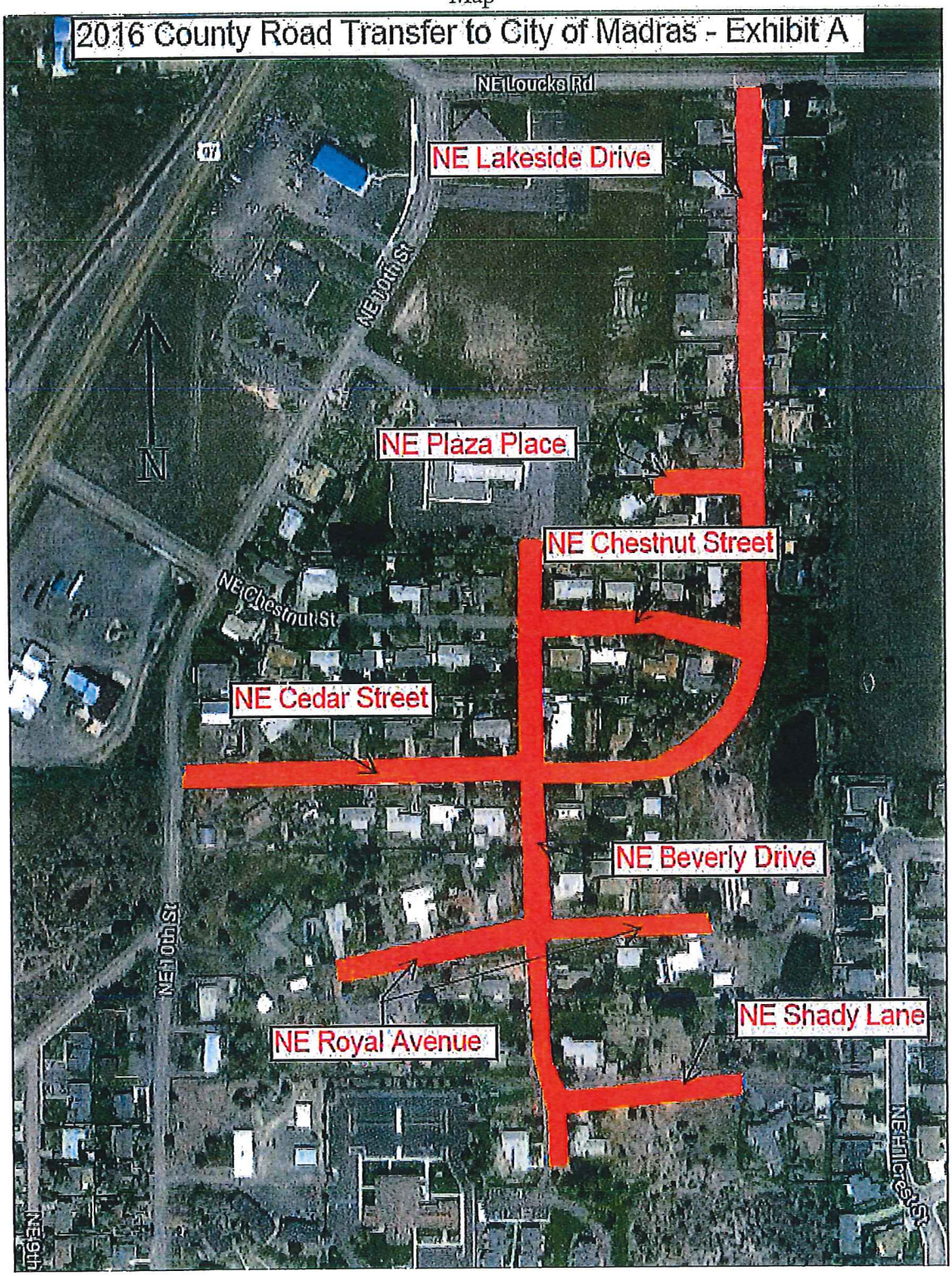


EXHIBIT "D"

BEFORE THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF INITIATING THE SURRENDER OF JURISDICTION OVER CERTAIN COUNTY ROADS TO THE CITY OF MADRAS PURSUANT TO ORS 373.270	)))))	ORDER NO. 0-020-16

WHEREAS, the Jefferson County Board of Commissioners wishes to initiate proceedings to surrender jurisdiction of the portion of NE Beverly Drive commencing at the intersection with NE Chestnut Street to its terminus; the portion of NE Cedar Street commencing at the intersection with NE 10th Street continuing east and northeast a distance of 1,338 linear feet; NE Royal Avenue; NE Shady Lane; and the portion of NE Chestnut Street commencing at the intersection with NE Beverly Drive east to its intersection with NE Cedar Street to the City of Madras; and

WHEREAS, pursuant to ORS 373.270, a board of county commissioners may initiate proceedings to transfer jurisdiction of a county road within a city if the board deems it necessary, expedient or for the best interest of the county to surrender jurisdiction; and

WHEREAS, ORS 373.270 requires notice of such transfer and surrender to be posted in three public places or published four consecutive weeks in the newspaper of general circulation;

NOW THEREFORE the Jefferson County Board of Commissioners ORDERS that a public hearing considering whether it is necessary, expedient or for the best interest of the county to surrender jurisdiction over the county roads to the city be held Wednesday, February 24, 2016 at 10:00 a.m. in the Board of Commissioner's Meeting Room and that notice of such hearing be posted as required.

DATED this 3rd day of February, 2016.

JEFFERSON COUNTY COMMISSION

Mae Huston

Mae Huston, Commission Chair

Mike Ahern, Commissioner

Wayne Fording

Wayne Fording, Commissioner

EXHIBIT "E"

BEFORE THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF AMENDING ORDER NO. O-020-16 TO INCLUDE ADDITIONAL ROADS AS PART OF THE TRANSFER OF JURISDICTION TO THE CITY OF MADRAS PURSUANT TO ORS 373.270	)	ORDER NO. 0-025-16

WHEREAS, on February 3, 2016, the Jefferson County Board of Commissioners initiated proceedings to surrender jurisdiction of the portion of NE Beverly Drive commencing at the intersection with NE Chestnut Street to its terminus; the portion of NE Cedar Street commencing at the intersection with NE 10th Street continuing east and northeast a distance of 1,338 linear feet; NE Royal Avenue; NE Shady Lane; and the portion of NE Chestnut Street commencing at the intersection with NE Beverly Drive east to its intersection with NE Cedar Street to the City of Madras by Order No. O-020-16; and

WHEREAS, it is the intent of both Jefferson County and the City of Madras to transfer jurisdiction of NE Plaza Place and NE Lakeside Drive from its intersection with NE Loucks Road to its intersection with NE Cedar Street and;

NOW THEREFORE the Jefferson County Board of Commissioners ORDERS that Order No. O-020-16 is amended to include NE Plaza Place and NE Lakeside Drive from its intersection with NE Loucks Road to its intersection with NE Cedar Street.

DATED this 10th day of February, 2016.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Mae Huston

Mae Huston, Commission Chair

Mike Ahern, Commissioner

Wayne Fording

Wayne Fording, Commissioner

EXHIBIT "F"

BEFORE THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF SURRENDERING JURISDICTION OVER CERTAIN COUNTY ROADS TO THE CITY OF MADRAS PURSUANT TO ORS 373.270	))))	ORDER NO. 0-029-16

WHEREAS, the Jefferson County Board of Commissioners initiated proceedings, by its own motion in a regular meeting of the Board, on February 3, 2016 to surrender jurisdiction over certain County roads, depicted on the map attached hereto as Exhibit A, to the City of Madras; and

WHEREAS, the order initiating the transfer of jurisdiction was amended February 10, 2016 to include two additional roads that were not included in the original order but the jurisdiction of which was intended by both the City and the County to be transferred; and

WHEREAS, the City of Madras and Jefferson County entered into an Intergovernmental Agreement, recorded in county records as M-013-16, for the road jurisdiction transfer; and

WHEREAS, notice of the proposed action was posted in accordance with ORS 373.270; and

WHEREAS, a public hearing was held February 24, 2016 in which the Board of Commissioners heard the matter and considered any objections or testimony offered by interested persons; and

WHEREAS, the Board of Commissioners finds that it is necessary, expedient, or for the best interests of the County to surrender jurisdiction over certain County roads identified below to the City of Madras;

NOW THEREFORE the Jefferson County Board of Commissioners ORDERS that jurisdiction of the following roads may be surrendered and hereby offers to surrender such jurisdiction to the City of Madras:

NE Beverly Drive;

NE Cedar Street from its intersection with NE 10th Street east and northeast 1,338 linear feet;

NE Royal Avenue;

NE Shady Lane;

The portion of NE Chestnut Street from its intersection with NE Beverly Drive east to its intersection with NE Cedar Street;

NE Lakeside Drive from its intersection with NE Loucks Road to its intersection with NE Cedar Street; and

NE Plaza Place.

DATED this 24th day of Feb., 2016.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

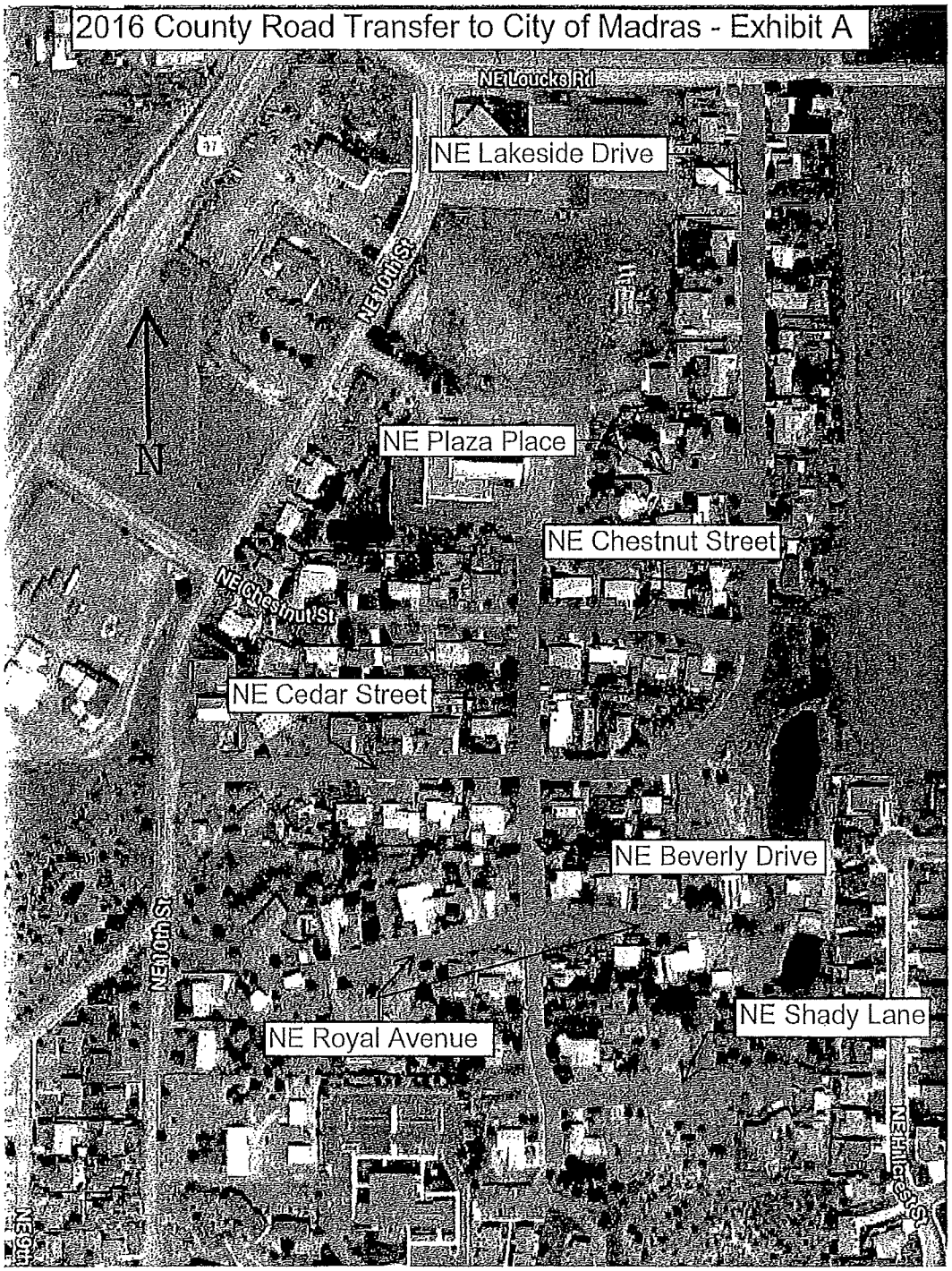
Mae Huston

Mae Huston, Commission Chair

Mike Ahern, Commissioner

Wayne Fording, Commissioner

0-029-16


2016 County Road Transfer to City of Madras - Exhibit A
NE Loucks Rd
NE Lakeside Drive
97
NE 10th St
N
NE Plaza Place
NE Chestnut Street
NE Chestnut St
NE Cedar Street
NE Beverly Drive
NE 10th St
NE Royal Avenue
NE Shady Lane
NE Hill St
NE 6th

Urban Growth Area Management Agreement For the City of Madras

This agreement is entered into by the City of Madras, an incorporated municipality in the State of Oregon, hereby referred to as the "City" and Jefferson County, a political subdivision of the State of Oregon, hereby referred to as the "County".

RECITALS

WHEREAS, the City of Madras and Jefferson County are authorized pursuant to Oregon Revised Statutes (ORS) Chapter 190 to enter into an Intergovernmental Management Agreement for performance of functions which either governmental unit has the authority to perform; and

WHEREAS, this Management Agreement also constitutes a cooperative agreement under ORS Chapter 195; and

WHEREAS, Goal 14 [Urbanization] requires that the City and the County establish an urban growth boundary to identify and separate urbanizable land from rural and that the establishment and change of urban growth boundaries shall be through a cooperative process between the City and County; and

WHEREAS, pursuant to provisions in Goal 2 [Land Use Planning], the City and County are required to have coordinated and consistent comprehensive plans which establish an Urban Growth Boundary (UGB) and a plan for the Urban Growth Area (UGA) within the boundary; and,

WHEREAS, the City and County share a common concern regarding the accommodation of population growth and utilization of lands within the UGB; and

WHEREAS, the City and County consider it mutually advantageous to establish this Urban Growth Area Management Agreement (UGAMA) for the purpose of facilitating the orderly transition from rural to urban land uses and to enable the City to plan for and provide urban services such as sewer, water and street facilities in a timely, orderly and cost effective manner consistent with the City's Comprehensive Plan;

NOW, THEREFORE THE CITY OF MADRAS AND JEFFERSON COUNTY MUTUALLY AGREE AS FOLLOWS:

1. INTENT OF AGREEMENT

1.1. To establish standards and procedures for review and action on proposed land use actions and related matters noted within this agreement pertaining to lands within the UGA;

1.2. To transfer authority and jurisdiction over current planning activities, land use decisions, provision of urban services and code enforcement within the UGA from the County to the City;

1.3. To benefit the public through reduction of governmental processes; and,

1.4. To establish procedures for City and County consideration of expansions to the UGA.

2. DEFINITIONS

For the purpose of this agreement, the following definitions shall apply:

2.1. Board: the Jefferson County Board of Commissioners.

2.2. City: the City of Madras.

2.3. Council: the Madras City Council.

2.4 County: Jefferson County.

2.5. Land Use Decision: A final decision or determination concerning the adoption, amendment or application of statewide planning goals, a comprehensive plan provision or a land use regulation.

2.6. Public Facilities Plan: A document or documents describing the water, sewer and transportation facilities which are to support the land uses designated in the appropriate acknowledged comprehensive plans.

2.7. Urban Growth Area (UGA): The area between the Madras City Limits and the Madras Urban Growth Boundary, as designated on the City's and the County's Comprehensive Plan Maps.

2.8. Urban Growth Boundary (UGB): The boundary line which separates lands to be urbanized and eventually incorporated into the City of Madras from the surrounding rural lands under the County's jurisdiction.

2.9. Urban Growth Area Management Agreement (UGAMA): This Intergovernmental Agreement between the City and County that coordinates the management of land use and development within the City of Madras UGA.

2.10. Urbanizable Lands: Lands inside the Urban Growth Area that are designated for future urban development when public facilities and services can be provided by the City.

3. URBANIZATION PROCESS

3.1 The UGA shall be managed to maintain the potential for future urban development until such time as the land is annexed into the City and is converted to urban land.

3.2. Conversion of urbanizable land to urban development can occur when public facilities and services are available and adequate to serve urban levels of development, or the land

is annexed into the City and zoned for urban development.

3.3. Rural levels of development within the UGA shall be sited in such a way as to not interfere with urban levels of development and services when conversion from urbanizable land to urban lands occurs.

3.4. Extension of City services within the UGA may be permitted when approved by the City. Establishment or extension of sewer systems outside the UGB is prohibited except to mitigate a public health hazard in accordance with the provisions of OAR 660-011-0060.

4. UGA ADMINISTRATION RESPONSIBILITIES

4.1. The City shall have responsibility for administration and decision making authority regarding all land use applications within the UGA except applications for amendments to the UGB, as provided in Section 6.

4.2. The City shall have responsibility for annexation of lands in the UGA. Lands outside the UGA shall not be annexed unless the UGB is also amended to include the territory to be annexed.

5. PROCESS FOR LAND USE APPLICATIONS WITHIN THE UGA

5.1. Land Use applications shall be processed through the City Community Development Department.

5.2. Notice of all land use applications within the UGA shall be sent to the County Community Development Department and to any other affected County agencies and other applicable special service districts for review and comment prior to any decision by the City. Such agencies or districts shall be given ten business days in which to provide comments on the application.

5.3. In making its decision, the City shall consider all comments received under § 5.2.

5.4. The County, any agency or special service district that provides comments on the application shall be mailed a copy of the land use decision and shall have standing to appeal the City's decision.

6. PROCESS FOR URBAN GROWTH BOUNDARY AMENDMENTS

6.1. Amendments to the UGB, including amendments to the City's and County's comprehensive plan maps, may be initiated by the City, the County, or a property owner(s).

6.2. An application to amend the UGB shall be filed with the City Community Development Department along with the applicable City and County plan amendment fees. The City shall forward a copy of the application to the County Community Development Department, together with the County's plan amendment fee, within five working days of

the date the application is filed.

6.3. The City and County Planning Commissions shall each conduct a public hearing regarding the application. At their discretion, the Planning Commissions may hold a joint hearing rather than separate hearings.

6.4. The recommendation of the City and County Planning Commissions shall be forwarded to the City Council, who shall hold a public hearing to consider the proposed amendment to the UGB. The decision of the City Council shall be forwarded to the County Board of Commissioners.

6.5. The Board of Commissioners shall conduct a public hearing and make a final decision on whether the UGB should be amended.

6.6. If the City and County disagree on the proposed amendments, a joint meeting of the City Council and Board of County Commissioners may be held to attempt to resolve the differences. Both jurisdictions may also request a dispute resolution process to resolve the differences.

6.7 If the governing bodies are not able to come to mutual agreement there shall be no change to the UGB.

7. OTHER LAND USE ACTIVITIES

7.1. The City and County agree to mutually review any proposed action on public improvement projects and similar programs, projects or proposals that apply to the UGA.

7.2. The City shall be responsible for public facilities planning within the UGA. The City shall coordinate with any affected County agency in the development of a public facilities plan for the UGA.

7.3. The County shall be responsible for administering the state Building Code and issuing building permits for all construction within the UGA, until such time as the City has its own state-approved building code program.

8. ROADS

8.1. Public rights-of-way within the UGA shall be accepted by the City upon annexation of adjacent lands.

8.2. The City shall accept jurisdiction over County roads within the UGA that have a pavement condition index (PCI) of 70 or above. If the PCI is below 70, the County may structurally overlay the road to raise the PCI above 70, at which time the City shall accept jurisdiction over the road. Nothing contained in this subsection shall restrict the City from accepting jurisdiction over a road or public right-of-way within the UGA that does not meet such minimum standards.

8.3 When a parcel in the UGA is initially partitioned or subdivided and creation of a street is required, development shall proceed initially with streets to City road standards

8.4 Streets in subdivisions and PUDs shall be developed to the City's improvement standards

8.5. All unpaved county roads, excluding public usage roads, within the UGA shall be graded biannually by the County until the City has accepted jurisdiction over the road.

9. FEES

9.1. Applications for land use permits, including all land use appeals within the UGA, shall be accompanied by a fee set by the City.

9.2. Applications for UGB Amendments shall be accompanied by fees set by the County in addition to any City fees.

9.3. System Development Charges for lands within the UGA will be collected by the County, prior to the issuance of building permits.

10. ENFORCEMENT

The City shall be responsible for enforcement of land use regulations within the UGA.

11. AMENDMENT AND TERMINATION

11.1. This agreement may be amended at any time by mutual agreement of both parties, after public hearing and adoption by both the City Council and the Board of Commissioners.

11.2 Any modifications to this agreement shall be consistent with the City and County Comprehensive Plans and the statewide planning goals.

11.3. This agreement may be terminated by either party under the following procedure:

a. Written notice of intent to terminate this Agreement shall be sent to the other party at least forty-five (45) days prior to taking any action, including the publication of public hearing notices in order to provide ample time for resolution of differences, or amendment to comprehensive plans.

b. A public hearing shall be held by the party considering termination. That party shall give the other party at least 20 days prior notice of the scheduled hearing date. The 20 day period shall be used by both parties to seek resolution of differences. Both parties shall also request a collaborative conflict resolution process to resolve differences that remain.

c. Public notice of hearings shall be in accordance with applicable statutes and local ordinances.

e. This agreement is necessary for compliance with, at minimum, statewide planning Goals 2 and 14. If this agreement is terminated without adoption of a new agreement, jurisdiction and authority over all planning activities and land use decisions within the UGA shall revert to the County. Therefore, this agreement may not be terminated without adoption of a new agreement.

12. TIME OF EFFECTIVENESS

This agreement shall not become effective until properly executed by both the City and the County. Upon execution, this agreement shall supersede all previous Urban Growth Area Management Agreements.

13. SEVERABILITY

The Provisions within this agreement are severable. If any section, sentence, clause or phrase of this agreement is adjudged by a court of competent jurisdiction to be invalid, said invalidity shall not impair or affect the validity of the remaining portions of the agreement.

ADOPTED this 5TH day of April, 2006.

CITY OF MADRAS, OREGON

Rick Allen, Mayor

Date: 2-28-05

ATTEST:

Donna Vallejon

JEFFERSON COUNTY, OREGON

Walter Ponsford, Chair

Bill Bellamy, Commissioner

Mary Zemke, Commissioner

Date: April 5, 2006

CITY OF MADRAS
Request for Council Action

Date Submitted: April 5, 2016

Agenda Date Requested: April 12, 2016

To: Madras City Council

Through: Gus Burril, City Administrator

From: Nicholas Snead, Community Development Director

Subject: **Proposal to Form of Advisory Committee to Develop Recreational Marijuana Regulations.**

TYPE OF ACTION REQUESTED: (Check One)

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

OVERVIEW:
At the March 22, 2016 City Council meeting the Community Development Director proposed to the City Council that they form an advisory committee to develop Recreational Marijuana Zoning, Time, Place, and Manner regulations. At this meeting the City Council did not take formal action to establish an advisory committee and instead requested that staff develop a Recreational Marijuana Advisory Committee (RMAC) proposal for Council to consider at the next Council meeting. Accordingly, staff requests the Council's review and feedback on:

- Resolution to Appoint RMAC
- RMAC Composition
- Appointment of RMAC members
- The public engagement strategy
- Draft RMAC Meeting Schedule and Agenda

DISCUSSION:

Resolution to Appoint RMAC

The City Attorney has determined that in Oregon, advisory committees are generally created by city council resolution, the members are appointed by the mayor or council, and that it is common practice to have a resolution that describes the responsibilities and scope of the committee and provide for any other requirements. City staff has consulted with Deschutes County, the City of Bend, and the City Attorney with regard to how they formed their advisory committees for Recreational Marijuana in a manner that ensured transparency in the process to develop the regulations, effective advisory committee meetings, and robust public involvement.

The City Attorney has also determined that although the City of Madras has created committees without Council resolution or ordinance in the past, the Council has previously been involved in committee composition (e.g. approving committee bylaws). Furthermore, the formation of the RMAC is a Council decision and therefore ought to consider a resolution to form and appoint members. The purpose of the RMAC would be to advise and assist the Council in developing policy and regulations for Recreational Marijuana. As such, Council should have input into the scope and composition of the Committee and would exercise such authority by considering a resolution that forms and appoints members to the RMAC (Attachment A). Based on this research, staff recommends that the City Council form the RMAC by resolution.

Composition of RMAC

Staff proposes to establish an eleven (11) member RMAC. An odd numbered committee will prevent a split vote of the committee. As shown below in Table 1, staff proposes the RMAC be composed of stakeholders from the City Council, Planning Commission, Marijuana Industry, and the Jefferson County Economic Development Manager. Both the proposed City Council and Planning Commission positions on the RMAC have been limited to avoid a quorum of either the Council or Planning Commission. Staff proposes that the Mayor, one pro-marijuana Councilor, and one anti-marijuana Councilor serve on the RMAC. Staff has also proposed four marijuana industry positions on the RMAC to perhaps allow adequate representation from those growing, processing, and selling (retail) marijuana. Staff also recommends that one at-large citizen be appointed to the RMAC to enhance citizen participation on the project. Finally, the City Administrator, City Attorney, Community Development Director, OLCC staff, Building Official, and Madras Police Chief serve as non-voting members of the RMAC.

Table 1. RMAC Composition (Voting Members)

Stakeholder	No. of Positions on RMAC
City Council	3
Planning Commission	2
Marijuana Industry	4
Jefferson County Economic Development Manager	1
At Large Member	1

Appointment of RMAC Members
Staff proposes that the City solicit residents and those in the marijuana industry in the City or Central Oregon to serve on the RMAC through an announcement on the City's website, notice in the Madras Pioneer Newspaper, and posting an announcement at City Hall, Jefferson County Annex, and the Madras Post Office. Interested residents and those in the marijuana industry would be required to submit a simple application that would require residents to provide their contact information, identify their knowledge and experience with marijuana, and the reason they are interested in serving on the RMAC. Staff would then select four individuals to serve on the RMAC from the marijuana industry with greatest amount of experience and knowledge from different facets of the industry. Furthermore, staff would select one resident to serve on the RMAC with the greatest amount of experience and knowledge that is not already represented on the RMAC.

Public Engagement Strategy
The public will engage the community to develop Recreational Marijuana Zoning, Time, Place, and Manner regulations through the following actions:

- Posting RMAC meeting agendas on the City website and at City Hall, County Annex, and the Post Office one week in advance of all meetings
- Putting project information on the City website
- Requesting the Madras Pioneer report on the RMAC meetings
- Surveying residents, businesses, property owners, and businesses
- Providing opportunities for the public to provide comments at RMAC meetings
- Any other action, tool, or method deemed appropriate by City staff or the RMAC

In doing so, those interested in the Recreational Marijuana regulations will be afforded multiple opportunities to participate in the development of the regulations prior to the formal public hearings before the Planning Commission and City Council. This will allow the community to participate early in the process of developing the regulations, and producing draft regulations for the Planning Commission and City Council to consider that understands and responds to community concerns.

Draft RMAC Meeting Schedule & Agenda
Contingent upon the City Council approving a resolution to appoint members to the RMAC at the April 26' 2016 City Council meeting, staff proposes to convene the first RMAC meeting on May 19, 2016 and conclude RMAC meetings by July 28, 2016. Subsequently, the Planning Commission would tentatively hold a public hearing on August 17, 2016. Then the City Council would tentatively hold a public hearing on September 27, 2016, assuming the Planning Commission will only need two meetings to review and make a recommendation to the City Council. This would allow the Recreational Marijuana Zoning, Time, Place, and Manner regulations to be adopted before October 31, 2016. The meeting schedule and general agendas are provided in Attachment B.

Options for Council Action:

Option 1: Accept the staff recommendation to form and appoint members to the RMAC as presented and direct staff to prepare a resolution for Council consideration at the April 26, 2016 Council meeting.

Option 2: Modify the staff recommendation to form and appoint members to the RMAC and direct staff to prepare a resolution for Council consideration at the April 26, 2016 Council meeting.

SUMMARY:

A. **Fiscal Impact:**
The estimate cost to establish the Recreational Marijuana Advisory Committee is less than $500.00 for legal services in FY 2015-16.

B. **Funding Source:**
Community Development, Materials & Services, Legal

C. **Explanation of Impact:**
City Council action will generally identify how the Recreational Marijuana Advisory Committee will be formed, and will direct staff to prepare a resolution for Council consideration at the April 26, 2016 Council meeting.

D. **Relationship to City Council Annual Strategic Implementation Plan:**
The establishment of a Recreational Marijuana Advisory Committee is not specifically identified or related to an objective on the FY 2015-16 City Council Annual Strategic Implementation Plan.

E. **Supporting Documentation:**

Attachment A: Draft Resolution No. ____ Appointing the Recreational Marijuana Advisory Committee
Attachment B: Draft RMAC Meeting Schedule and Agendas

STAFF RECOMMENDATION:
To accept the staff recommendation to form and appoint members to the RMAC as presented and direct staff to prepare a resolution for Council consideration at the April 26, 2016 Council meeting.

RECOMMENDATION FOR COUNCIL MOTION:
I move that the City Council accept the recommendation to form and appoint members to the Recreational Marijuana Advisory Committee as presented and direct staff to prepare a resolution for Council consideration at the April 26, 2016 Council meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MADRAS ESTABLISHING THE RECREATIONAL MARIJUANA ADVISORY COMMITTEE; AND PRESCRIBING THE COMMITTEE'S RESPONSIBILITIES AND DUTIES.

WHEREAS, the City of Madras (the "City") has the authority to adopt zoning regulations and reasonable time, place, and manner restrictions concerning the operation of recreational marijuana establishments in the City; and

WHEREAS, the Madras City Council (the "City Council") is aware of concerns raised by community members relating to the establishment and operation of recreational marijuana establishments within the City; and

WHEREAS, the City Council desires to establish a citizen advisory committee to work with knowledgeable members of the community to, among other things, (a) assist the City in developing reasonable time, place, and manner regulations and (b) provide advice to the City Council on recreational marijuana-related matters concerning or affecting the City; and

WHEREAS, the City Council's goal is to adopt zoning and reasonable, time, place, and manner regulations prior to the general election on November 8, 2016, at which time the Madras voters will determine whether to prohibit the establishment and operation of recreational marijuana producers, processors, wholesalers, and retailers in the City.

NOW, THEREFORE, BE IT RESOLVED, by and through the City Council meeting in regular session, as follows:

Section 1. **Findings.** The above-stated findings are hereby adopted.

Section 2. **Creation and Membership.** This Resolution No. _____ (this "Resolution") hereby establishes the Recreational Marijuana Advisory Committee ("RMAC"). The RMAC will operate subject to, and in accordance with, this Resolution. The RMAC will have 11 members. Members are appointed by City Council and consist of those individuals on the attached Exhibit A.

Section 3. **Term.** Each member is appointed to serve on the RMAC commencing upon the adoption of this Resolution and ending on November 8, 2016, or until such earlier date as City Council determines.

Section 4. **Committee Duties.** The RMAC will act as an advisory body to the City of Madras Planning Commission (the "Planning Commission") and City Council. To this end, and except as otherwise provided or directed by the

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City Council from time to time, the RMAC will have the following advisory duties and responsibilities: (a) provide advice to the City Council and the Planning Commission on general recreational marijuana-related matters concerning or affecting the City; (b) formulate reasonable time, place, and manner regulations for City Council's consideration; (c) recommend specific City of Madras Zoning Ordinance regulations; and (d) recommend a separate permitting or licensing process for recreational marijuana establishments.

Section 5. **Officers; Duties of Chair and Vice-Chair.** The RMAC will, at its first meeting, elect a chair, vice-chair, and secretary. The chair and vice-chair will hold office at the pleasure of the Committee. The secretary need not be a member of the RMAC. A majority of the members will constitute a quorum. The chair will call RMAC meetings, preside at all meetings, and sign all correspondence on behalf of the RMAC. The vice-chair will perform the duties of the chair in the absence of the chair and such other duties as may be assigned by the chair from time to time

Section 6. **Authority.** The RMAC will operate at the direction of the City Council and in conformance with, and subject to, this Resolution, Oregon law, and any and all City rules, procedures, resolutions, and ordinances now in force and/or which may hereafter be created, amended, modified, enacted, or promulgated. The RMAC has no authority to bind the City or represent to any person that the RMAC may bind the City. The RMAC has no authority to make expenditures on behalf of the City, or to obligate the City for payment of any sums of money, unless and until the City Council has authorized such expenditures by appropriate ordinance or resolution (which ordinance or resolution will provide the administrative method by which funds will be drawn and expended).

Section 7. **Committee Meetings.** The RMAC will, at its first meeting on May 19, 2016, schedule at least one meeting. A majority of members will constitute a quorum. A majority vote of a quorum will be necessary to act on any matter before the RMAC. In addition to any other duties or responsibilities assigned to the members under this Resolution, each member must regularly attend RMAC meetings and must notify the Community Development Director when he or she will be unable to attend an RMAC meeting. In addition, if requested by the City Council, one or more members will attend any City Council meeting that relates to recreational marijuana issues that may impact or affect the City. Prior to each RMAC meeting, members will review all pertinent written documents in preparation for deliberation and decision making. All Committee recommendations and suggestions made to the City Council will be in writing. All meetings of the RMAC will be held in accordance with applicable Oregon law.

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Section 8. **Conflicts of Interest.** A member will not participate in any RMAC proceeding or action in which the member has a conflict of interest.

ADOPTED by the City Council of the City of Madras and signed by the mayor this _____ day of _____, 2016.

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

_____
Royce Embanks, Mayor

ATTEST:

_____
Karen J. Coleman, City Recorder

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Exhibit A

RMAC Members

ATTACHMENT B

City of Madras

RECREATIONAL MARIJUANA ADVISORY COMMITTEE SCHEDULE

*****Subject to Change*****

Meeting 1: May 19, 2016
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Background Information & Data Collection.

1. Approval of RMAC Rules & Procedures
2. Oregon Liquor Control Commission - Outline recreational marijuana program, regulations, enforcement, etc.
3. Discussion of Council approach to date.
4. Identification of Issues & Concerns to Address
5. Community Survey

Meeting 2: June 2, 2016
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Zoning Regulations.

1. Recap of Previous Meeting
2. Community Survey Results
3. Commercial Zones (C1, C-2, C-3, MUE).
    a. Permissible uses – retail, manufacturing, processing.
    b. Locations.
    c. Development Regulations
4. Industrial Zone (I)
    a. Permissible uses – manufacturing, processing of raw materials, wholesale warehousing/distribution
    b. Development Regulations
5. Public Comments

Meeting 3: June 16, 2016
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Zoning Regulations (continued).

1. Commercial Zones.
    a. Permissible uses – retail, manufacturing, processing.
    b. Locations.
2. Mixed Use Zones (ME, MR, PO)
    a. Permissible uses – retail, manufacturing, processing.
    b. Locations.
3. Industrial Zones (IL, IG)
    a. Permissible uses – manufacturing, processing of raw materials, wholesale warehousing/distribution
4. Public Comments

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Meeting 4: June 30, 2016
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Time, Place, & Manner Regulations for Licensing.

1. Review of License application requirements
2. Review & Discussion on Time, Place, and Manner regulations.
3. License approval, denial, revocation, appeal.
4. Public Comments

Meeting 5: July 14, 2016 IF NEEDED
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Time, Place, & Manner Regulations for Licensing (continued).

1. Review of License application requirements
2. Review & Discussion on Time, Place, and Manner regulations.
3. License approval, denial, revocation, appeal.
4. Public Comments

Meeting 6: July 28, 2016 IF NEEDED
4:00 pm. Council Chambers
125 SW E Street, Madras
Agenda Topics: Discussion & action on any unfinished business of the RMAC

Planning Commission Schedule
August 17, 2016 – Marijuana Land Use Regulations – first evidentiary hearing.
September 7, 2016 – second hearing as necessary.

City Council Hearing Schedule:
September 27, 2016 – First Marijuana Business Regulations Hearing
October 11, 2016 – Second hearing as necessary.

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ADDITIONAL PACKET INFORMATION

City of Madras
Planning Commission Meeting
Official Minutes
September 2, 2015

I. **Call to Order**

The City of Madras Planning Commission public meeting was called to order by Vice Chair Ali Alire at 7:18 p.m. on Wednesday, September 2, 2015 in the Madras City Hall Council Chambers at 125 SW E. Street.

Commissioners in Attendance:
Vice Chair Ali Alire
Commissioner Joe Krenowicz
Commissioner Denise Piza

Vacancy:
One Vacancy

Staff Members in Attendance:
Community Development Director; Nicholas Snead, City Administrator; Gus Burril, and Administrative Assistant; Michele Quinn

Visitors in Attendance were:
Eric Pies

II. **Consent Agenda**

a) Adoption of the September 2, 2015 agenda

Community Development Director Nicholas Snead I would like to add to the agenda the August 19, 2015 Planning Commission minutes to be reviewed and considered by the Commission this evening. There are a couple of options for the Commission in terms of reviewing this you can put it before the public hearings or if you want to review after your public hearings.

The consensus of the Planning Commission members was to accept Community Development Directors Snead's request to add the August 19, 2015 Planning Commission meeting minutes to the end of the meeting agenda, and in doing so acknowledged acceptance of the consent agenda.

III. **Visitors Comments**

There were no visitor comments.

IV. **Public Hearings**

A. **Eric Pies Conditional Use & Home Occupation, Files: CU-15-1 & HO-15-1**

Vice Chair Ali Alire the public hearing for Eric Pies Conditional Use and Home Occupation file CU-15-1 and HO-15-1. We are going to open the Public Hearing do any of the Planning

Commissioners declare any potential or existing conflicts of interest or ex-parte contact? Do any Planning Commissioners indicate whether they will be abstaining from the participation in the Public Hearing? Those in attendance to be provided the opportunity to challenge Planning Commission impartiality, then we will move on to the staff report.

Community Development Director Nicholas Snead This evening staff would like to present the Eric Pies Conditional Use and Home Occupation request. The proposal this evening is to issue one decision for Conditional Use and Home Occupation, so one decision for both permits. The applicant has proposed to conduct a Home Occupation at the property addressed 434 NE Plaza Place. The property is identified as tax lot 600 on Jefferson County Assessors map 11-13-01BD the property is zoned R-1, and is developed with a single family detached dwelling the property is located in the Bel Air Subdivision. Staff has reviewed the application we have sent notice to all property owners within 250 feet. Staff has also published notice of the public hearing this evening in the Madras Pioneer at least 21 days in advance this evenings hearing. There by meeting the notice requirements in Article 9 of the City's Zoning Ordinance.

The applicant is proposing to operate a fire arms repair business from their residence the applicant has said in the materials submitted that their clients will not be coming to the residence. So he will be going to the clients place and picking up the fire arms at that place so there will be very minimal traffic coming to the property as a result of the home occupation. Staff has reviewed the criteria as identified in the staff report. Staff finds that it meets the criteria as a result of both notices staff has not received any phone calls, emails, or anyone coming to City Hall voicing any concerns or opposition or support for the proposal. As such Staff is not aware of any issues that need to be resolved by the Planning Commission this evening. On page 2 of the staff report Staff recommends that the Planning Commission approve files CU-15-1 and HO-15-1 based on the Planning Commission's findings and decisions.

Vice Chair Ali Alire hearing no questions and moving on to applicant testimony

Eric Pies hello my name is Eric Pies. I am the resident of 434 NE Plaza Place. My proposal is to start my own gun smithing business it is low key; it is only 132 square foot bedroom that is converted to shop. There is going to be no impact on the residents that are around me in the neighborhood. At most the traffic would be a UPS truck coming once or twice a month to deliver parts. I go to pick up and deliver when I am done, there will be no address listed on my website or on my business cards. The public will have no knowledge of where my business is at other than a cell phone number. I don't know of any other impact there might be.

Commissioner Joe Krenowicz in regards to safety, gun powder, cleaning fluid, solvents where does the planning review from your office relate to that?

Community Development Director Nicholas Snead based on the approval criteria we wouldn't be looking into that perhaps the applicant could in lighten you on the presents or absence of those items you mentioned.

Eric Pies there will be some solvents for cleaning there will not be any gun powder because I will not be doing any ammunition work. The solvents will be minimal because it is just the cleaning portion and that will be inside a ventilated room. It will not affect outwardly toward the community. So I can't see with the minimal use that there would be an issue with the solvents.

Vice Chair Ali Alire no other questions? Thank you. We are going to move on to the proponent is there any one in support of the proposal that would like to testify? No, is there any neutral testimony? No, is there any opponent that would like to testify? At this time we will close the Public Hearing and we will deliberate. Is there any one that would like to start that?

Commissioner Joe Krenowicz I am happy with the staff report, Eric you answered my questions my biggest concern is the safety aspect of it.

A MOTION WAS MADE BY VICE CHAIR ALI ALIRE TO APPROVE FILE CU-15-1 AND HO-15-1 BASED ON THE FINDINGS AND DECISION. THE MOTION WAS SECONDED BY COMMISSIONER DENISE PIZA. THE MOTION PASSED UNANIMOUSLY.

B. **City of Madras Sign Variance, File V-15-2**

Quasi-Judicial Hearing

Vice Chair Ali Alire we are going to call to order file V-15-2. Does anyone on the Planning Commission have any potential or existing conflicts of interest of ex-parte? Will anyone on the Planning Commission be abstaining from participation in the Public Hearing? Those in attendance to be provided the opportunity to challenge Planning Commission impartially? We will now move on to the staff report.

Community Development Director Nicholas Snead thank you Chair Alire this evening the City of Madras is the applicant, a little unique in this situation. We are requesting the Planning Commission to grant approval to the City to get a variance to the City's sign code. Namely the City's sign code in policy requires that every sign be located on the property for which that business is located. In this case the City is requesting an exception to that. The City has worked a long time on planning and constructing the J Street project and now we are constructing phase one of two phases. It has been a significant amount of work and we are starting to see that phase one come complete. Just before we started construction staff was made aware that businesses would be affected by the project where they once had direct frontage to Hwy 97 with the realignment they no longer would. In affect what that would have done is no longer give those businesses the opportunity to put a sign out in front of the Hwy like other businesses in our community can.

The property owners affected asked the City to resolve that and the solution we have come up with is to install 3 signs that businesses specially affected shown in the staff report would be able to use. Understanding that the proposed signage would not be the same signage that they could have had before if they still fronted the Hwy. This is as good of a proposal or solution that the City believes that we can provide those businesses. Recognizing that it is not as ideal as some would wish with that said there are 3 signs that we are proposing. They will all be located within right of way before I conclude and go on to other agenda items we have a staff member from ODOT. I would like to provide the opportunity to weigh in this evening before you conduct testimony. So that is what we are asking for this evening. It is a rare situation, we are not going to have to many more J Street projects if you will, and so we are proposing this to accommodate the needs of our business community. So with that Gary would you mind coming up to the podium and provide any additional comments that you may have beyond what I said.

Gary Farnsworth I don't have much more to add Nick we are definitely doing this in a partnership to support businesses. This is very unique for us and very unique for the City we have really honed in on location and the businesses we want to support. They will be on ODOT right of way and they will be maintained by the City.

Commissioner Denise Piza how will this impact the visibility of the drivers?

Gary Farnsworth it will be outside of the normal safe driving site distance so there won't be any obstructions between vehicles and autos and people walking or biking. So it won't change safety it will be very similar to signs that you have in the community entering into shopping centers.

Community Development Director Nicholas Snead the only thing that I think I would add to that is I don't think the average person driving down the Hwy would notice the difference between this sign and any other sign.

Dennis Prince I am Dennis Prince and I have property that is involved in this process and first off thank you for doing the sign thing. I have a few questions about them, one is there is three different signs; there is different numbers of businesses that those signs serve. So how much of the sign does each business get and how is that figured? What is the fee structure going to be for the signs?

Community Development Director Nicholas Snead those are two very good questions. First on terms of the allocation of the area of the sign, I can't exactly tell you the dimensions that each business will have other than it will be spilt up equitably.

Dennis Prince how long until you will know? These businesses have to have the sign made that takes time. This project has already hurt businesses and impacted them quite a bit it would be nice to jump on that as soon as they can.

Community Development Director Nicholas Snead I will work with ODOT staff and the Public Works Department and see what that is and I can report back to you individually if that is acceptable to you.

Dennis Prince when will the new addresses go into effect?

Community Development Director Nicholas Snead I don't know maybe the City Administrator has a better idea.

Dennis Prince that is another thing that businesses have to plan for new stationary, envelopes and advertising.

City Administrator Gus Burril we will ask Rich Black from Jefferson County to make a determination and give that to us and issue that out to the businesses.

Dennis Prince the notice that I got said the meetings started at 7:30 so I missed the public comment portion of this can I make a couple of comments?

Community Development Director Nicholas Snead I apologize if that is the case I did not know that error had occurred for simplicity purposes of conducting the hearing.

Dennis Prince they have to do with the project. One of them is, I know that Madras is a Tree City USA. As a private citizen or a business person if I take a tree out I have to put a tree back. ODOT and the City have taken out a number of trees during this project are they replacing them, and if so when and where?

City Administrator Gus Burril I guess could you sketch up the ones removed and sketch up where you are curious where there are trees that have been removed. Staff is unable to answer your questions this evening.

Dennis Prince well ODOT took out a tree that wasn't designed in the plan I wasn't compensated for it, am I going to get another tree?

City Administrator Gus Burril again I need more information Dennis I don't have enough information to give you any answer to that. So if you could please high light the situation we will go to the ODOT project team and clarify what their intent is and get back to you.

Dennis Prince just as an observation, is that big culvert thing down there art? It looks like a Bend round about art thing.

City Administrator Gus Burril I don't have any indication of that.

Vice Chair Ali Alire so we are moving on to neutral testimony I don't hear any, and opponent testimony I don't hear any, applicant rebuttal? Ok none we are going to close the Public Hearing. The Planning Commission will deliberate.

Commissioner Joe Krenowicz I would like to clarify some things, when are the businesses going to know what the cost of the signs are? Is this something where the City builds the signs and bills out to the businesses? How does this work?

Community Development Director Nicholas Snead so the sign will be installed with the construction project which refers to as the J Street project. So the contractor will install it once it is installed or even before as soon as we know the dimensions that each business can install signs on. Then each business can submit a sign application to the City at the cost of $100.00 and we are working on the annual maintenance fee at this time. I did some rough estimates on power costs and it seemed to high so I am confirming with the City's electrician on what that would be. The City will have some additional insurance costs we estimate with the information that we know the annual maintenance fee will be about $100.00 a year. That is just too simply recover our costs for operating the sign and the insurance on it. That fee will be adopted annually by the City Council by their annual fee rate resolution. It could change, it could go down or go up it would be reevaluated after one year of operation when we know what our real operational costs are. For the first year we are going to forecast those and do our best job of recovering the cost for the sign, and after the second year we will know those costs and be able to asses a fee that is consistent with the actual cost.

Commissioner Joe Krenowicz so if you have a car run into it who pays for the replacement of that?

Community Development Director Nicholas Snead well it will be the City's sign and that is why we have insurance so the City will replace it.

Commissioner Joe Krenowicz when you have an addition of a new company or a change in the company who pays for the change in that sign?

Community Development Director Nicholas Snead the business that wants to put signage on the sign will bear the cost for that. So they will need to go to a contractor and if they want to install the vinyl on the sign they can do that.

Commissioner Joe Krenowicz so we already know what the square footage will be I assume we would already have square footage established of what each sign will have. So who makes the decision of what business has what square footage or portion of it?

City Administrator Gus Burril we need to do a count on how many potential businesses we need to serve in those areas. I was looking at the Prince sections there and it looks like at least 5 and I don't know if those areas can be subdivided in the future to be 6 to 8. So we might be leaning towards 8 placards in that area to serve future redevelopment needs. The sign company from the basis of the dimensions would give us some dimensions if we pick 8 what size of placard could we work are way into for each of those. So we need to be working with the selected sign company and we need to check with ODOT on the selected firm that will be doing the work. They will probably be the same firm we will direct the businesses to that made the sign to get a placard. So those steps are in process but they are not fully defined on who we are working with yet. Gary I don't know if you have knowledge of which firm we are working with yet. We will talk with the ODOT project team to get some more information.

Commissioner Joe Krenowicz I certainly encourage that because they don't like to put signs in the ground when it is cold. It is important to businesses to get their signage up. I would hope we could get this wrapped up.

City Administrator Gus Burril Denise has been prompting us with the Council he is prompting us here tonight; we have been prompting the ODOT project team. I want to clearly state we are not trying to slow this down we are not prompting the ODOT project team. In fact I want to reiterate we are and not give the impression that we are not. If it is coming across that way I want to clearly state that is not the case, but if we don't have the firm that is building it yet we can't provide Denise who to talk to, to put a placard in. Denise if you have any feedback on how many placards you see in there it would be great to know that. A quick look each section might have a different head count for the number of placards. Does that sound reasonable to plan for 8 over time what are your thoughts?

Dennis Prince I would think at least 5 or 6 it is pretty well limited to the businesses that are there and then my mother's house that is zoned commercial.

City Administrator Gus Burril if it redeveloped to something over time. I didn't know if the motel could split off into offices and there are two or three tenants in there over time.

Commissioner Joe Krenowicz so we can look at the three different signs and figure out what we do have and then add one or two or whatever is appropriate. Gary when are you going to decide on what sign company?

Community Development Director Nicholas Snead I just heard today that the sign company selected was Redmond Signs.

Commissioner Joe Krenowicz so we have a name now it is a matter of time line, and so if you can get back with the City and say this is the time line it helps the businesses. My other comment is Rich Black at the county we already know that businesses exist there we already

have the names for the City Streets. We already have businesses that have numbers he should be able to get the numbers squared away so businesses with letter heads and such don't have to wait until October to get this squared away.

Community Development Director Nicholas Snead I don't disagree I know that the City Council next Tuesday night will consider the Planning Commission's recommendation to name the one street Palmain Place. After that all the street names will be identified and then we can move forward on the addressing and the contractor will install the signs towards the end of the project.

Vice Chair Ali Alire are the businesses required to be on the signs if they don't want to pay the fee?

Community Development Director Nicholas Snead there are no requirements; it is elective if they want to do that they can.

A MOTION WAS MADE BY VICE CHAIR ALI ALIRE TO APPROVE FILE V-15-2. THE MOTION WAS SECONDED BY COMMISSIONER DENISE PIZA. THE MOTION PASSED UNANIMOUSLY.

Vice Chair Ali Alire now we will be adding the minutes from the August 19, 2015 meeting.

Community Development Director Nicholas Snead correct so at this time staff would like to present the August 19, 2015 minutes hopefully you have had a chance to review. This is from the August 19th meeting where the Planning Commission took formal action to recommend to City Council that they rename the particular street to Palmain. So the formal action this evening will be to approve the minutes if there are any changes please note them before you take formal action.

Vice Chair Ali Alire does anyone have any changes?

A MOTION WAS MADE BY COMMISSIONER JOE KRENOWICS TO APPROVE THE AUGUST 19, 2015 MEETING MINUTES AS PRESENTED. THE MOTION WAS SECONDED BY COMMISSIONER DENISE PIZA. THE MOTION PASSED UNANIMOUSLY

V. Additional Discussion

Community Development Director Nicholas Snead I wanted to let the Planning Commission know that next Wednesday night we will have a public meeting here in Council Chambers at 6:00 p.m. this will be our 2nd public meeting that the Community Development Department has held. This is for the properties located south of Fairgrounds Road the City is considering rezoning those to mixed use employment zone. So we have mailed notice to all the affected property owners and in our first meeting we had the property owners come in and talked about the proposal. We will have a second meeting where we will respond to them and show them a refined proposal. That meeting and the feedback given at that meeting will be presented at the joint City/County Planning Commission meeting on Thursday September 24, 2015. So this will be a little irregular, as a Commission we are proposing on having a work session with just the Madras Planning Commission on September 24, 2015 at 5:30 p.m. We will discuss the proposed changes to the industrial zone. We are trying to take the industrial zoning regulations and bring them up to 2015. Then at 7:00 p.m. we will go into a joint work session with the County Planning Commission where we will talk about some other amendments to the comprehensive plan.

Just wanted to let you know that the September 24, 2015 will start at 5:30 p.m. and we will have the 7:00 meeting with the County Planning Commission. We will have our regularly scheduled meeting in October the first Wednesday. We would typically have a second meeting in October which would be the 21st but we will not meet on that day because we will need to have a joint public hearing with the County Planning Commission for the things we will discuss on September 24th.

VI. **Adjourn**

Meeting was adjourned at 8:00 p.m.

3/16/16

Joel Hessel
Chair

Date

Nicholas S. Snead 3/17/16

Nicholas Snead
Community Development Director

Date

City of Madras
Madras Redevelopment Commission
Official Meeting Minutes
September 2, 2015

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Vice Chair, Tom Brown at 5:30 p.m. on Wednesday September 2, 2015 in the Madras City Council Chambers.

Members in Attendance:

Members Absent Were:

There are three membership vacancies.

Staff Members in Attendance:

II. Consent Agenda

A. Adoption of Agenda

B. Approval of Minutes

1. August 5, 2015 MRC Meeting Minutes

C. Approval of Vouchers

A. Approval of the July and August 2015 Vouchers

Commissioner Don Reeder asked to have the misspelling of lions changed on page 2 of 13.

A MOTION WAS MADE BY COMMISSIONER DON REEDERTO APPROVE THE CONSENT AGENDA AS AMMENDED. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANMOUSLY.

III. Visitor Comments

IV. Approval of MRC Vouchers

Community Development Director Nicholas Snead before you is the disbursement list-August and you will see the total list of expenditures s $42.735.50. When I put out the packet two weeks in advance of the meeting the vouchers weren't prepared by finance staff. If you have any questions I would be happy to answer those at this time.

Commissioner Royce Embanks Six Shooters building what building is that?

Community Development Director Nicholas Snead that is Lee Baggett's building I believe that is the name of the salon.

A MOTION WAS MADE BY COMMISSIONER ROYCE EMBANKSTO APPROVE THE DISBURSEMENT LIST FOR AUGUST. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANMOUSLY.

IV. Ratification of Professional Services Contract with Economic Consultants Oregon, Ltd (d/b/a EcoNorthwest) to update the 2005 Urban Revitalization Action Plan

Community Development Director Nicholas Snead at your August meeting you authorized staff to execute an agreement with EcoNorthwest based on the solicitation for qualifications for firms to update the Urban Revitalization Action Plans. Accordingly staff has developed a professional services agreement I made some slight changes to the scope of work. Staff finds those amendments to be keeping with the overall intent of the project. Namely there was some additional work that we wanted that would insure the feasibility of future projects would be supported, not only by the community as identified by the community forum that will be held, but also supported by our local economy there needed to be some additional work on that. Then there was some additional public outreach needed. The initial project cost was $75,000.00 dollars, with the additional work that I just mentioned there was $5,000.00 in additional costs for that. So the total project cost went up to $80,000.00 dollars and that additional expense can be accommodated in this fiscal year's budget for the project.

I do want to note on the last page of your packet you will see a Gantt chart you will see that the kick off meeting was supposed to happen in August, which didn't occur. Our kickoff meeting will occur on September 11, 2015. The consultant will meet with the Advisory Committee three more times. Additionally, when they meet with the Advisory Committee, the consultant will attend the regularly scheduled Madras Redevelopment Commission meeting to give you a project update. The reason for that is there are only three members of the MRC assigned to the Advisory Committee and it would useful to have a report on a monthly basis to the full Commission from the consultant. So with that a motion to ratify the professional services contract with Economic Consultants of Oregon LTD would be the appropriate action should you find it so.

A MOTION WAS MADE BY COMMISSIONER DON REEDERTO APPROVE THE RATIFICATION OF THE PROFESSONAL SERVICES CONTRACT WITH ECONOMIC CONSULTANTS OF OREGON LTD. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANMOUSLY

V. Additional Discussion

Community Development Director Nicholas Snead I wanted to confirm that there were no other members of the Commission that wanted to attend the October 7th and 9th Oregon Main Street Conference in The Dalles. I know Mayor Embanks and Commissioner Tom Brown expressed interest. I like to make our reservations early since we have had some

challenges with that before. The MRC will pay for Commissioner's lodging and food.

Commissioner Tom Brown in the past we have also included the Chamber Director has we offered that again?

Community Development Director Nicholas Snead I thought of that this afternoon and failed to ask the Director. If the Commission would like me to extend that offer to him I have no problem doing that.

Commissioner Don Reeder it also makes some since to have Janet Brown with EDCO attend also.

Community Development Director Nicholas Snead I just met with Jon Burchell our Parks and Golf Course Superintendent. Usually this time of year we are meeting to transition the flower pots into the winter season. We had a couple of things to talk about first of all we have had a couple of flower pots that had been destroyed that haven't replaced. One is in front of Commissioner Reeder's office and the other is on the opposite corner in front of Bargain Hunters. So we need to get two replacement pots. Staff will move forward on that and will bring back that expense for the Commission to ratify at your next meeting. Second I recognize we don't have a full Commission here this evening, our winter plants in flower pots did not fare well over the winter well, just like most of our trees in our community. The City has a lot of trees that were really hurt by the early in very hard freeze that we had in November of 2014. I just wanted to confirm with the Commission that we want to put out the evergreens again. If Jon Burchell can find some alternative plants that will be a little bit hardier, staff will replace some of the plants with a hardier plant and keep with the evergreen concept or something similar to that. The Junipers that we had out there tended to fall over very easily when it is windy and they did not winter very well. So we will need to purchase probably three to four hundred dollars in replacement plants which is within budget.

Commissioner Tom Brown I would be good with letting Jon do a little research and see if there was something that would fare better.

Commissioner Blanca Reynoso maybe something that is not so slim and tall because the wind knocks it down.

Community Development Director Nicholas Snead when we received those plants from the vender last year they were in the one gallon plastic pots. When we remove the petunias they have the big five gallon pots we will remove them and replant the evergreens in the larger pot. That should help out the wind issue assuming they are planted real well, and Jon will see to it that happens.

The Commission discussed how this year's airshow went and the increase of attendance.

City Administrator Gus Burril I just wanted to report that the Public Works Department has been getting some bids on some of the sidewalk replacement work. I know the MRC set aside some resources to match with that grant program.

Commissioner Tom Brown the Public Works Department did a great job up there over the weekend.

Commissioner Royce Embanks there was a good article in the Madras Pioneer on Daimler.

VI. Adjourn

The meeting adjourned at 5:48 p.m.

Doug Lofting 10.21.15

Doug Lofting
Chair

Date

Nicholas Snead 10-22-15

Nicholas Snead
Community Development Director

Date

City of Madras
Madras Redevelopment Commission
Special Meeting Minutes
October 21, 2015

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair, Doug Lofting at 5:30 p.m. on Wednesday October 21, 2015 in the Madras City Council Chambers.

Members in Attendance:
Chair Doug Lofting
Commissioner Don Reeder
Commissioner Blanca Reynoso
Commissioner Royce Embanks
Commissioner Tom Brown
Commissioner Doeshia Jacobs

Members Absent Were:
There are two membership vacancies

Staff Members in Attendance:
Gus Burril, City Administrator
Nicholas Snead, Community Development Director
Brandie McNamee, Finance Director
Michele Quinn, Community Development Administrative Assistant

II. Consent Agenda

A. Adoption of Agenda

B. Approval of Minutes

1. September 2, 2015 MRC Meeting Minutes

Community Development Director Nicholas Snead asked to have blight removal added to the end of the agenda.

A MOTION WAS MADE BY VICE CHAIR CHUCK SCHMIDT TO APPROVE THE CONSENT AGENDA AS AMMENDED. THE MOTION WAS SECONDED BY COMMISSIONER DON REEDER AND PASSED UNANMOUSLY.

III. Visitor Comments

No Visitors Present

IV. Discussion of Challenges Preparing MRC Meeting Minutes

Community Development Director Nicholas Snead Chair and Commission staff wanted to put this on the agenda as a friendly reminder. Over the last couple months we have had some challenges preparing your minutes. When your microphone is not on our audio system doesn't record it, and it is difficult to transcribe and include all of your comments into the minutes. This evening if you are going to speak please have the microphone on in front of you and we would appreciate that.

Chair Doug Lofting just something to add to that from my perspective is we can make it easier for Michele by staying on point, and discussing other items at the end. I think that would make it much easier for the meeting minutes also.

V. Ratification of Madras Garden Depot Invoice for Replacement of Winter Plants

Community Development Director Nicholas Snead thank you Chair Lofting staff wasn't able to get the invoice from Madras Garden Depot into the vouchers for this meeting. In order to purchase replacement winter greens for the flower pots in the downtown area, staff needed to purchase them in advance and have this expense ratified by the Commission, meaning we are asking for your consent on an expense that has already been made. I reported at your September meeting that most of the evergreen plants did not survive the hard freeze that we had last November. Jon Burchell and the Public Works Department worked with Madras Garden Depot to replace those plants at a cost of $1,125.40. Accordingly Staff would request that the Madras Redevelopment Commission take formal action to authorize that expense.

Commissioner Chuck Schmidt the new plants that you purchased are we looking at a different species of evergreen to put in those pots?

Community Development Director Nicholas Snead there was two factors that led to those plants not surviving. One of which was the hard freeze that we experienced, and the fact that they were in small, two quart inserts from the nursery. So the roots and the actual mass of the plant was subjected to hard freeze in November. There wasn't adequate watering last winter so that was also a contributing factor. Jon Burchell and his team this year have taken the five gallon inserts that the petunias were in, and have replanted the winter evergreens into those. So they have a large area for the roots to grow in and hopefully provide a little more insulation for the plant to survive the winter. To be honest with you I don't know that these plants are any more resilient to the winter than any other.

Chair Doug Lofting Nicholas I think everyone had to be so happy with the summer look. Those flowers were just amazing when they are overflowing onto the side walk. What a great look we had all summer.

A MOTION WAS MADE BY VICE CHAIR TOM BROWN TO APPROVE THE RATIFICATION OF THE MADRAS GARDEN DEPOT INVOICE FOR REPLACEMENT WINTER GREENS. THE MOTION WAS SECONDED BY COMMISSIONER DON REEDER AND PASSED UNANMOUSLY.

VI. Façade Improvement Program Update

Community Development Director Nicholas Snead we wanted to report back to the

Commission on our current loans that the MRC has out. First of all I wanted to thank Finance Director Brandie McNamee for preparing this report. This is a very short and positive report in that that all of your borrowers are current and really there is nothing else to report but to make you aware of that.

Chair Doug Lofting is there any comments or concerns regarding our loan paybacks? As there are none let's move to item seven our Urban Revitalization Action Plan Project Update. We have a video conference tonight and we welcome both of you for being on this conference with us.

VII. Urban Revitalization Action Plan Project Update

Community Development Director Nicholas Snead so we have on the video conference with us this evening Lorelei Juntunen and Nick Popenuk from EcoNorthwest. These are just two of the EcoNorthwest team members, as you can see; there are other team members listed on the agenda that are not here this evening. The intent of this update is to brief the Commission on the progress of this project because we have such an aggressive time line. We want to keep you abreast as this project progresses in particular we have really important set of few days coming up November 2nd,3rd and 4th when the consultant team will be in town to conduct local interviews. We would like to brief you this evening on current activities and answer any questions you may have.

Lorelei Juntunen hello, I am Lorelei Juntunen with EcoNorthwest I am a partner here and also the lead for the planning and development practice, and Nick Popenuk is joining me he is the lead financial analyst. We both have a portion of this presentation to do. I also want to make sure you are aware of some of the other team members that bring excellent skill sets to this project. We are working with Elaine Howard who is an Urban Renewal expert who has done many of the Urban Renewal plans around the state. On this project she will be working on the public engagement components. We have also got Walker Macy and Ken Pirie who is doing most of the work on this project from that organization. They are landscape architects and they were the lead consultant on the 2006 plan update. This team is really excited to get to work in Madras and to get to influence the outcome of spending with your Urban Renewal dollars. It is kind of a pivotal point in the life of the Urban Renewal district. Where you have the opportunity to start to think about what the future looks like.

As Nick noted we do have a very fast time line so I will be running you through that. I also want to give you a reminder on where we have been in the 2006 revitalization plan. Then we also have some discussion that Nicholas will lead regarding some additional financial analysis and the scope of that work. So this will be a little challenging for me since I cannot see the PowerPoint you have on the screen. This is a presentation that Ken Pirie put together and gave to the Advisory Committee when we were out there earlier in September. We had a fantastic meeting with the Advisory Committee and got some really good feedback on public engagement. So I am going to run through a little bit of back ground on where we have been. The Urban Renewal Plan was adopted in 2002 in 2005 and 2006 you undertook a pretty extensive Action Planning process. To identify a specific set of projects and an urban design frame work under which this plan would advance. That Action Plan set a pretty high bar; the Walker Macy team did a really great job. They did a very

extensive existing conditions overview. It really emphasized all the excellent development potential in the City of Madras and the proximity to excellent outdoor activities, and tourism, quality of schools as being strong assets to be built upon. As we get into this Action Plan update process we will be updating the existing conditions, but a lot of those fundamental aspects haven't changed. In the 2006 Action Plan process they did some very innovated and non-traditional approaches to outreach. As we get into this we want to make sure we are connecting with schools, and hosting open houses and really make sure we are connecting with the broad range of stakeholders in the community. Public input is going to be a very important part of prioritizing projects for investment going forward. We are in the process of updating the 2006 existing land use analysis right now. The point being that this Plan has had from the beginning a real focus on development as an outcome. The existing conditions analysis from 2006 helped to identify where there were some vacant parcels or redevelopable parcels that had opportunity.

We will be taking another close look at that as we go forward with this update process. I will say that you all have had remarkable success in accomplishing many of the actions identified here. Which is a big part of the reason that we are here right now you have had a lot of successes. Now it is time to start to think about what comes next. This is the list of recommendations and in addition to all of these actions there were a handful of other actions that the MRC and the City moved forward on. This included the Inn at Cross Keys and Cinema 5 all of which have together created a really strong foundation for development in your urban renewal area and downtown. The new civic core where you are sitting right now in the new City Hall building, and looking at some of the other development that has happened. A lot has been accomplished in the urban renewal area so far and now we are at a point where we get to pivot and think about what the next set of projects will be.

We are aware of the many development constraints and the floodway, in particular, the challenges that creates for redevelopment, and we will be paying attention to that as we move forward. This is moving very quickly and we have already made a significant amount of progress in terms of our own analysis of some of the opportunities for projects. The final two slides that Nicholas is showing you are the list of projects our status report on them and then a brief description of what those projects might be. I would like to now take you to the last two pages in your packet which have on them a couple of different ways of showing the timeline. Are fundamental challenge here is building from the foundation of work that was done in the 2006 Action Plan, and identifying some of the projects from that plan that where not completed. Also adding to that a lot of public involvement public engagement some ideas from stakeholders and a fair amount of technical analysis. To then identify the next set of projects that the urban renewal area will undertake given the financial constraints that the district has.

The process that we are proposing to do that is highlighted in the last two pages in your packet. They show that in September we have spent some time gathering input on priorities and that is in fact what we have been doing. We have completed a draft of progress report that shows that gives a snap shot of the current urban renewal finical status and identifies projects from the 2006 progress report that have not been completed and should be considered going into this process. We are a good portion of the way through with completing a retail needs analysis which is really looking at attempting to identify what is the role for downtown businesses. Looking

at what gaps might be there and where there might be opportunities for new retail development. We are completing a retail leakage analysis which is looking at spending patterns in the community. To identify where people might be buying goods and services outside of Madras that might instead be captured in new businesses downtown. We are also under taking a set of stake holder outreach via phone. In September and October and we have also received a set input from the Advisory Committee. What is happening with all of that is it is coming together in November. By the time you see us again in November we will have all of that input work done and we are going to come and spend three days of intensive activity in the City. We are going to be doing a series of stakeholder interviews and small group conversations. We will be holding an open house and we will be coming back to you in another round and be able to talk about here is the list of projects. Here is what we are seeing coming to the top given our understanding of the finical goals of the district. One of the reasons we wanted to take this opportunity to talk with you tonight is to get you keyed up for that. So that you come to that meeting ready and excited to participate we will need your input.

From there we will take all of that and draft the actual plan document and we will bring a draft in December, and should be ready for adoption in January. That is a very speedy timeline but one that we think we can accomplish given the willingness that we have already heard from stakeholders and yourselves. So that is an overview of the process as we are seeing it.

Chair Doug Lofting Lorelei are you going to reach out to the public via the local newspaper asking them to attend and for their input?

Lorelei Juntunen yes, maybe Nicholas you want to talk a little bit more on all of the ways we are reaching out to advertise the open house.

Community Development Director Nicholas Snead yes I would be happy to do that. Last week another one of the other EcoNorthwest team members and I had a teleconference with Holly Gill at the Madras Pioneer newspaper. We talked about the project I believe there is a story in The Pioneer today about it we have provided information to her about that. The other thing that I put out in front of you is the postcard. We had extras made for people to hand out. We mailed the postcards for the open house to two different groups of people. All of the property owners within the urban renewal district, and then we sent one to the current resident or current business within the district. So everyone in the district has received a postcard in the mail. I have also handed five out to each of you as a challenge if you could hand those out to your friends. It will be a nice event we will have some good snacks. So that is the strategy and really it evolves from the idea that public involvement was a very strong element of our original plan and it needs to be from staff's perspective moving forward for the new plan. We want to ground this Plan in the support of the community. We want their ideas to put into the Plan, and have you review and except the prioritization of projects and provisions of the Plan.

Lorelei Juntunen we are having fun developing the activities for the open house and getting the boards ready. I expect there should be some really good opportunities for engagement. We are planning on focusing on identifying retail needs that may not be met in Madras, and making sure we get people's ideas on that. One of the more

important parts of this process is really making sure that were putting forward a financially smart plan. That is one that can be implemented with the resources that are available. I am going to have Nicholas Popenuk talk about a scope amendment that lets us really dig into that in more detail. I will start by saying we have had a couple of conversations with your finance director and have a good snap shot understanding of where the district is right now financially. Based on those conversations are very much focused on getting a better handle on what the future revenue growth might look like. So we can make sure that we are tying that back to reasonable bonding capacity and all of that pointing in the direction of identifying a set of projects. That is new development that will be generating new revenue for the district. Really focusing on how new development can be catalyzed in a way that creates a more vibrant urban environment in the downtown.

VIII. Authorization of Amendments to Scope of Work and Budget for the Urban Revitalization Action Plan Update

Nicholas Popenuk my name is Nicholas Popenuk. I am with EcoNorthwest and I am the financial analysis over here that does most of our urban renewal finance work. The original scope of work that we had for this project I had a minimal role that was envisioned. The idea was that we could probably just take the existing tax increment finance (TIF) revenue forecast that you already have and use those. For determining what kind of projects are the right investments for the community. Although in that original scope of work we did assume that we would be looking at individual projects. If you invested in this kind of development what kind of tax revenue would that generate? How could that change the overall trend line so there was still that envisioned from the beginning. As part of the background reconnaissance of the documents, and getting our feet on the ground we were provided some spread sheets that showed the existing TIF revenue projections. How they compared historical numbers to the original projections in the plan. The original plan being done in the early 2000's during a very different economic time. Coupled with the decreasing property tax rate in the past several years, led to a pretty big divide between what was originally forecast in the plan and the types of revenues being received.

We had a couple of conversations with the Finance Director about this to make sure we understood the dynamics that were going on there. The conclusion of that was that it would be beneficial if we started from scratch and did a new TIF revenue forecast. That is the amendment that we have in front of you today. Part of what we are going to be doing through this forecast is a little bit more detailed forecast then a lot of jurisdictions would typically do. So if your jurisdiction and urban renewal area is generating significant increment growing by leaps and bounds every year. It is easy to just take your total lump sum of the value, pick a growth rate per year and apply that forward and the arithmetic is simple. If you are in an urban renewal area where the property values have been shown to grow at less than 3% per year that implies that for a number of properties in the area their real market values have fallen below their maximum assessed value. When that happens is that you can't really depend on the straight line formulaic growth that we see in so much of the state. Instead your property values are likely to be more volatile going up and down with the changes in the real estate market. So that is the situation and we haven't dug into the numbers deeply, but in our preliminary analysis that appears to be the situation we are finding here. So for that reason we are recommending a more detailed look at the finances here that includes doing a parcel specific forecast of the tax revenue.

So we are working with the Tax Assessor to get all of the most updated assessment information on every piece of property that is in the area. We will have an excel model that tracks their real market value and assessed value going forward. So we have a much better handle on what type of growth and assessed value we are likely to see in the area. At the same time as that we will also be verifying the tax rates going forward we think that the declines in tax rates have finished by now. That we have reached a stabilized tax rate level but we are going to double check that. We will do another couple diagnostic looks that we can do when we are forecasting tax revenues. To see how stable the areas revenue projections are going to be. So that is a major piece of the work that we are going to be doing if this amendment is approved.

Finance Director Brandie McNamee so when I first met with Lorelei and I went over what this project was going to entail. She informed me that generally what was done in the previous urban update was not in the scope of work for this update. If we are going to expand or go out for additional financing they are going to want a solid forecast. Any lending institution is going to want something that is three to five years off solid data. I don't have the resources or the expertise as these individuals do, and I feel a lot more comfortable getting a solid core of forecasted financials. So we can make better decisions it's not that we aren't making good decisions now. We are getting slim on our budget every decision from this point forward needs to be a valuable decision that adds back into the district.

Community Development Director Nicholas Snead so this is a tool to enable the Commission to make wise financial decisions. From a staffs perspective the current authorized budget and scope of work is $ 80,000 dollars. They are requesting and additional $8,000 dollars for this work in your current fiscal budget we have $ 89,500.00 budgeted. So we do have a very slim amount of money remaining in your budget for the project with contingency. I have discussed this with Emily and Lorelei we just can't afford any more surprises going forward. On the other hand this is something that is really important. We are a financial entity are primary task is to invest within the district. So this amendment will allow you to have the tools and data to make decisions in the future.

Commissioner Tom Brown so yes this really needs done how can you decide what to do when you don't know what you have to do it with. One of the things I have not heard mentioned is compression in the taxing and that is something that wasn't addressed properly in the beginning. It created some financial surprises for us and it is something we want to make sure is brought into this forecast.

Nicholas Popenuk having done a number of compression forecasts in the past you are right it is very complicated. The only real good way to do it is with a parcel specific forecast, because compression doesn't happen evenly across the board. Where individual properties where the real market value and the assessed value are in sync with each other. The model that we are building that is going to be this parcel specific model we will have the ability to look at compression. The forecast that we will do related to compression will be fairly limited because there has been only one client that I have had in the past who has wanted to invest in a detailed compression forecasting model. With just the fact that we are moving to a parcel specific model allows us to at least calculate compression in this coming year and rolling that forward each year. Assuming that we have decent estimates of real market value growth going forward we can continue to forecast compression that way.

Lorelei Juntunen the other big reason that we thought a parcel specific approach might make sense is that is allows us to model how investments in projects on specific parcels might affect your revenue projection. We will be able to look at that within the overall picture of the finances for the whole urban renewal area.

Nicholas Popenuk the budget amendment that we have put before you is not to just build a model and then wipe our hands clean and walk away. We did include some bullet points in the scope of work here where we would be working with your staff to analyze different scenarios. To say what if we wanted to borrow money under these terms and under these conditions. Or what if we wanted to pay down this debt sooner or take out this line of credit. So we are on board to do these types of scenarios evaluations based on what type of development might happen, what type of projects you might want to invest in, and what type of financial decisions you want to make that happen.

Commissioner Royce Embanks at what point is the remapping of the flood plain and flood zone supposed to take place? Is that going to be in the lifetime of building this plan or is going to happen after this plan is completed.

Community Development Director Nicholas Snead I had a meeting last week with the Army Corps of Engineers we talked about when the data collection would start and the analysis would occur. We have scheduled a site visit with the Army Corps of Engineers staff in early November. We are in the process of planning a public open house in December to invite the community to come and learn about the project. The data collection will happen in December, January, February and March. So this project will be completed in January 2016 and that project will have started but will not be complete.

Commissioner Royce Embanks in addition is the new county building figured into this plan?

Community Development Director Nicholas Snead yes it will be they are going to fly LIDAR for the entire reach of Willow Creek and I believe go all the way up to the dam. They are going to have a comprehensive mapping of the flood plain and the old city hall property and existing County Annex and old Court House will be analyzed in that.

Chair Doug Lofting Nicholas is this something that the City has to fund any part of?

Community Development Director Nicholas Snead the initial part there is no expense to the City we have obtained a grant from the Army Corps of Engineers for this project. The Army Corps of Engineer has asked the City that we facilitate all the local meetings. That is being funded through the annual budgeting process. There may be some additional expenses towards the end of the project for submitting and coordination with the City Engineer.

Commissioner Doeshia Jacobs have you worked with other cities that are in the same situation that we are in? Where we don't have a real good financial base low income I guess.

Nicholas Popenuk yes we have been doing urban renewal work for almost a decade and during that time we have worked with roughly three maybe four dozen jurisdictions across Oregon. It really is a divers bunch some of them have urban renewal areas that are going like gang busters and generating percent growth and assessed value that are measured in tens or hundreds of percent growth per year, and others have struggled. A lot of it is the timing of the market and the economy and when they created the area. I will say that urban renewal plans that were created in the early to mid-2000's they had a double whammy. The forecast that they were based on was done during the rosiest picture of the economy. Then when the economy went down it took them a long time to recover. What we are seeing here is not unique every area that I have worked including the ones that were struggling. They have all found a solid path forward.

Lorelei Juntunen your question may have been also about understanding the dynamics of real estate development in smaller communities. That maybe has a demographic that hasn't been attracting a lot of development. That is where urban renewal is really a pretty powerful tool is in that situation. You can use those revenues to help catalyze new development if you are doing it in ways that are really smart. One thing I will say about Madras is with all the investments that you have made in the urban renewal area in the transportation systems and the amenities you have a strong foundation. Now the idea is more around how do we capitalize on those investments to really drive new development into the area.

Chair Doug Lofting Commissioners is there any questions or concerns?

A MOTION WAS MADE BY VICE COMMISSIOER TOM BROWN TO AUTHORIZE THE AMENDMENTS TO THE SCOPE OF WORK AND BUDGET FOR THE URBAN REVITALIZATION ACTION PLAN UPDATE. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANMOUSLY.

IX. Blight Removal

Community Development Director Nicholas Snead at our May and June meeting staff and the Commission had some extensive discussion about addressing some of the derelict buildings. Chair Lofting that we unfortunately had one of our community members lose their life in one of the properties. That property needs to be addressed in some shape or form that wasn't ok as a community. We want to have safe conditions for our community and then also as an agency our primary task is to revitalize the downtown. I have been working with one of the property owners his name is Mr. David Potter he owns the property where the resident lost his life. I have been working with him in a cooperative manner about partnering with the Urban Renewal District to address the bighted conditions on his property. Tonight I would like to report that he is interested in cooperatively working with MRC. He has reported to me that he is upside down on the property he has few resources himself but understands the risk he has as a property owner and the impact that his property has on our community. He is requesting some assistance in the form of a grant to help remove the buildings from his property.

This evening what I would like from the Commission, should you find it acceptable, to authorize staff to move forward with Mr. Potter and better identify what form of

assistance he needs. I will bring this back to you at your November or December meeting with a proposal for you to consider on how to partner with this property owner to address this condition. That is briefly my report and I will leave it there for discussion.

Chair Doug Lofting one thing that Nicholas didn't mention is that this property is to the west of McDonalds. That is the subject property here my feelings toward this that the MRC needs to look closely at this. As far as granting some funds for this I am totally in favor of it. Whether it is a partial grant and putting a lien on the property to get some to the money back to us is what I would be in favor of.

Commissioner Chuck Schmidt I would be in favor of burn to learn and then there would be some type of cleanup cost.

Commissioner Tom Brown I did a lot of work on the burn to learn on that when we thought it belonged to ODOT. The fire department was set up to work on that then we found out it didn't belong to ODOT it belonged to a private party. If we find out a way to work with them so they were doing it for the MRC rather than a private party. One of the problems may be with the damage that is already done to the building would there be enough left to learn?

Community Development Director Nicholas Snead in the coming weeks staff would like to work with the Fire Chief and his staff to understand what opportunities and any limitations there may be. The property owner has completed an environmental assessment and understands that there is a very limited amount of asbestos in there. Informally we have talked about maybe the Commission could provide the assistance to properly remove the asbestos so the fire department could participate in the learn to burn.

Chair Doug Lofting so Commissioners informal action here are we in agreement that we could assist Mr. Potter in this project?

The Commission was in agreement.

Commissioner Blanca Reynoso I think it is a good idea.

Commissioner Doeshia Jacobs if it is able to be burnt down then we are also going to have the dump trucks come in and remove the garbage. Then will the property owner keep the property or will it come back to the MRC?

Community Development Director Nicholas Snead he currently owns it and would retain it unless it is sold. The concept that is being discussed right now would be that a portion of the grant funding would be liened on the property. So that when it sold you would get some of your funds back.

The Commission discussed the possibility of obtaining the property and what could be done with it. The Commission also discussed the how big the property and the fact that having the house removed would make it more attractive to a buyer.

Chair Doug Lofting I see this working for us by coming out and giving us a basic first step heading to other properties that are in similar situations. This is done as a 50/50

grant and then lien the property. So when that property does sell we get back some of our investment.

Commissioner Royce Embanks urban renewal is not a money making process, but it changes the area and we will see more development. The Commission discussed the property that was adjacent to the property that is in question. There was further discussion about the right of access and the possibility of moving it and try and tie the tax lots together.

Chair Doug Lofting Commissioners does anyone have anything else to add about blight? Just one more thing to add before we stop tonight the City can only act when somebody comes forward and lodges a complaint against the property with the City of which there have been no other complaints about any other properties.

Community Development Director Nicholas Snead we didn't cover this during the Urban Revitalization Action Plan report. I just wanted to report to the Commission that we do have several stakeholder groups that will be interviewed with this project in early November. We have organized an agricultural group remember that a lot of our agriculturalist don't live in the city, but they do a lot of their business in the city. They do have a lot of investments in the city. We are working with downtown businesses and property owners, working with commercial realtor's commercial developers to help us develop your projects in the plan.

The Commissioner discussed the downtown design standards and what they might be if we had some.

IX. Adjourn

The meeting adjourned at 6:37 p.m.

Doug Lofting 11.6.15

Doug Lofting
Chair

Date

Nicholas S. Snead 11-5-15

Nicholas Snead
Community Development Director

Date

City of Madras
Madras Redevelopment Commission
Special Meeting Minutes
November 4, 2015

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair, Doug Lofting at 5:30 p.m. on Wednesday November 4, 2015, 2015 in the Madras City Council Chambers.

Members in Attendance:
Chair Doug Lofting
Commissioner Chuck Schmidt
Commissioner Royce Embanks
Commissioner Don Reeder
Commissioner Tom Brown
Commissioner Blanca Reynoso

Members Absent Were:
Commissioner Doeshia Jacobs
There are two Membership vacancies.

Staff Members in Attendance:
Nicholas Snead, Community Development Director
Gus Burril, City Administrator
Brandie McNamee, Finance Director
Michele Quinn, Community Development Administrative Assistant

Visitors
Lorelei Juntunen, EcoNorthwest
Emily Picha, EcoNorthwest
Gary Boyd

II. Consent Agenda

A. Adoption of Agenda

B. Approval of Minutes

1. **October 21, 2015 MRC Meeting Minutes**
2. **Approval of October 2015 Vouchers**

A MOTION WAS MADE BY VICE CHAIR TOM BROWN TO APPROVE THE CONSENT AGENDA AS AMMENDED. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANMOUSLY.

III. Visitor Comments

IV. Urban Revitalization Action Plan Update

Community Development Director Nicholas Snead the objective for tonight is to summarize the intense work that our consultants and staff have completed over the last three days. Tonight we want to report on that work and we also want to get your feedback. Remember the next time you see Lorelei and the team will be in December, so in the interim they will be writing the plan. So tonight is an important night to understand the feedback and provide guidance to the team. So when they leave, they understanding of what you would like to see in the plan.

Lorelei Juntunen we are at a pivot point in this process right now where we have gathered the majority of the information that we are going to gather, and have done the majority of the analysis that we are going to complete. We are now trying to make sense of it we have taken a crack at that over the last twenty four hours or so, because the first part of this trip was gathering information. I am going to do a very quick overview of the progress report and run through some of the findings from that. We are going to summarize the themes we have heard from outreach we have completed. This includes interviews with Stakeholders, Advisory Committee meeting, Open House and a Focus Group. We have also been doing some research on commercial development opportunities. We have started to put all of that together into a decision making framework for you so we can get some feedback on. That goes all the way from high level what are the outcomes that we want to see on the ground in ten to fifteen years, down to what are the specific projects that we should be investing in.

We are going to be back in front of you in December and we will have a draft of the plan at that point. We will expect to have some feedback from you at that point. Then in January we will be back with a plan for adoption. The progress report provides the detail of the work that we have done to understand the successes that you have to date in your Urban Renewal Area and the places where there are still projects that need to be completed. We have taken out those projects that have not been completed and fed them into the decision making framework for the next phase.

Lorelei Juntunen went over the revenue for the Madras Redevelopment Commission explaining where the revenue is coming from. She then showed the Commission the expense category including the contribution to City Hall, debt service, administrative costs, and contingency. She showed the payments being made and the revenues are higher than the expenses and there will be a carry over into the next fiscal year. She explained looking into 2016-2017 we are currently predicting a revenue increase. There are changes in the expense side payments going to the Madras Cinema 5 will be complete, but you do start making payments on the line of credit next year.

Lorelei Juntunen explained the maximum indebtedness with the Madras Redevelopment Commission. The Urban Renewal Area set the maximum indebtedness at fourteen million in 2002. You have spent a portion of that and have close to ten million remaining. Maximum indebtedness is not a challenge you have plenty of that for investing in projects. The challenge will be making sure there are tax increment finance revenues that are sufficient to be able to access that

maximum indebtedness. The implication of all of that work that we did looking at the projects that have been completed, and those that have not, and coming to understand the financial situation. Really does suggest a need for focus on tax increment finance and new development. This is a way to represent the public role in development.

Lorelei Juntunen went over the development feasibility spectrum and the cost of construction relative to the revenues that will come off of the construction. She went over the public role and how it is different at every point. She talked about completed foundational activities including infrastructure, north and south entrances, making sure there are connections with sidewalks. You are making sure you have a vision in place and you are supporting existing businesses. Lorelei explained the change of category where we are trying to make the kind of investments that will catalyze new private development. Lorelei explained several different types of projects.

Lorelei Juntunen went over the findings from the outreach they talked with property owners, developers, community members, stakeholders, overlapping taxing district, and we completed a focus group with representatives of the agricultural community. We also had input from the advisory committee and the open house.

Community Development Director Nicholas Snead can you spend a few moments and talk about the conversation with the County. It is an important understanding to have because we have had some concerns from the other taxing districts.

Lorelei Juntunen taxing districts are very important stakeholders in urban renewal because the tax increment that flows to the urban renewal area is not flowing to them. So we felt that it was extremely important to reach out to them and understand their perspective. The Fire District, the Library District, and COCC we met with them this afternoon. It was a very positive conversation they were very supportive, we shared with them a lot of the material that we will be sharing with you. They were supportive of the direction that this was headed and had some good ideas about where we could add in projects that would help them as well. The conversation with the County was also fairly cordial they understand what we are doing here were pleased to see the focus on tax increment generation. Overall they were glad we reached out to them and glad that it was part of this process.

Chair Doug Lofting did you also reach out to the School District?

Community Development Director Nicholas Snead we invited them to the meeting this afternoon Superintendent Molitor told me he was not able to attend. He was going to have his HR Director attend but he for reasons that I'm not aware of he is not here this afternoon.

Lorelei Juntunen as you can imagine with talking to that many diverse voices there were a lot of opinions. This is definitely a high level summary of the themes that we have extracted from it. We had specific questions around retail needs what are the kinds of businesses that you would like to see in downtown. General merchandise, a Brewery, an Outdoor gear/rentals that category really came to the top. We heard a lot of focus on trying to identify development opportunities and to remove blight. We heard a lot about the City's processes that the city has in place to support

development. We heard a lot about SDC's about how high they were and we heard about how the process not feeling transparent and feeling like it was changing. We heard that from quite a number of people we heard that from people that had experienced it firsthand. We also heard from people that said they heard from people talking that this is a challenge so you should look into it. There were a number of folks that talked about infrastructure specifically sidewalks that had breaks and challenges in them and about the appearance of downtown. Just wanting it to be cleaned up and spruced up and feel like a safer and nicer place. A lot of folks talked about the perception of Madras is not positive. A lot of people feel like Madras is the ugly stepchild of Redmond and Bend. That relates in part to the quality of the schools or the perception of the quality of the schools. We did hear a lot of people talking about the fact that they had their kids in the schools and had great experience with it. With the test scores being poor and the perception is poor that creates challenges for attracting new people to live in the community. So that perception of both downtown and the city as a whole as well as of the schools is something that we heard across the board. If there was a way for this plan to focus on changing that, that it would be helpful.

Then we asked people what do you like about Madras what makes it unique? Some of the themes that came out there were its multicultural. It is multicultural in no other communities are because of the mix of demographics that happen to be in this area. It has a small town feel people like that; it has a lot of developable land. Importantly it has serviced with infrastructure and utilities ready to go developable land. For residential development that is a really important piece you already have that land inside of your urban growth boundary. You have connections with Highway 97, Highway 26, you have the airport, you have the railroad all of that coming together creates an opportunity. You are sitting at a crossroad and that is different from Redmond or Prineville or from Bend. The feeling that anyone can fit in here and it is a welcoming place and people have real conversations and interact with each other.

Finance Director Brandie McNamee the Farmers focus group had a huge theme on that there is this perception that the town is dirty and full of weeds. So bathrooms are dirty, Sahalee Park bathrooms are dirty. These are farmers they really pay attention to the weeds so they really wanted to focus on just because you don't have money doesn't mean you can't clean it up.

Chair Doug Lofting we hear it a lot about Madras having a need to be cleaned up. I think that everyone here at the table would agree with that. We have great ordinances we need to be stricter with them and probably enact a couple more. One being on our store fronts through our corridor the windows need to be open so we can view what is inside. We have had a lot of buildings that were vacant get filled and they were filled with non-profits. The SDC's perception you need to work on that for us do an analysis of our sister cities around us and what the SDC's are. I have built a large building in the last ten years I can sit here and truthfully tell you it went very well. I felt that honestly the price of land what we paid for it as well the SDC's were in line and fair. Our schools the perceptions I don't know personally if the schools are as bad as what some tell me they are. A lot of people that have chosen to live here have chosen to have their children educated in other places.

Commissioner Tom Brown I think one thing for us to think about we run under a complaint driven code enforcement. At the main street conference the Dalles in

particular they use proactive code enforcement. A good example is the container down at the hotel that had garbage flowing out of it for weeks on end. The Police drove by it, All of City staff drove by it, all of us drove by it, say something. Going away from the complaint driven to proactive to where everybody gets involved in it I think would help with the lots.

Lorelei Juntunen those are all really great ideas we will make sure that those are captured in a little bit when we are talking about specific projects.

Chair Doug Lofting for us to be successful we are going to need the public to support us and guide us.

Emily Picha so we spent some time thinking about if you want development who is going to use that development. What would be the types of things that each of your market segments might need. So we broke down the market segments in to these four types' residents, employees, visitors that are using madras as a central hub, and visitors that are traveling through to somewhere else. We thought about what everyone needs and some opportunities or approach to attracting those different segments. With the retail needs I think it is important to think about the seasonality of retail.

Emily Picha went over the retail leakage and the number of people who travel through Madras with the MRC.

Emily Picha we took everything that we heard and compiled it into this very drafty vision that I think captures a lot of the themes. If you were to fast-forward twenty years what would downtown Madras area feel like. We are trying to capture here the mix of businesses, a bustling hub, cultural amenities reflecting the diversity of the area, and the quality of life. I think this is something that is a work in progress and we would appreciate your thoughts on it.

Community Development Director Nicholas Snead so maybe what we are looking for right now is any red flags or something wrong with it.

Joe Krenowicz when you talk about investment we don't talk about employment in that vision.

The Commission talked about the Madras Airport being an economic generator in the future. The amount of people that fly in to go fishing and do other activities around Madras and a lot of the people that fly in stay at Inn of the Cross Keys. People that come in are impressed with the area the industrial properties that are available. The type of work force that Madras can provide and the schools that are available.

Lorelei Juntunen a lot of the issues that you are bringing up around work force development and industrial growth and employment. Are really important and are very integral to having a successful downtown but would typically be addressed through and economic development strategy that looks more broadly than just at downtown development. We have heard this theme people in Madras are making these connections and we will need to figure out how to address that in the plan. In a way that respects that interconnectedness but still focuses on projects that are downtown

specific. So as your having these thoughts keep that in mind and help us to brainstorm ways we can operationalize these issues as projects in this plan.

Commissioner Don Reeder Doug brought up a good point in regards to what may be needed for and educational workforce, what educational workforce and to collaborate with the Community College and to provide the Community College some information.

The Commission discussed developing the west side of the property by Cross Keys and adding a restaurant available. There was also a discussion on having a Community event reader board so people know what is going on around town.

Lorelei Juntunen it sounds like at least at the high level and without a lot more time to digest it, it seems like this vision is headed in the right direction. For this particular plan update we wanted to narrow in on a more specific objective. A single statement of what we are trying to accomplish in the near term through the actions that are identified in the plan. We have built this statement off of the guiding principles that the city included in the solicitation that went out to attract consultants to respond to the RFP. There were five or six bullets there and we combined them into this statement support catalytic retail and other commercial developments.

Community Development Director Nicholas Snead from a staff perspective and I would also think from a Commission perspective, when you see the draft of the plan in December this is what you need to be measuring that the plan does. So when I look at the plan I am going to make sure there are certain things in it that are consistent with this objective.

Lorelei Juntunen now we are starting to get into that decision making framework that I talked about at the beginning. Starting with who is it that is doing the acting in the action plan. It is the MRC and it is the tax increment finance dollars, but especially given the near term limitation on availability of Tax increment dollars. We are seeing a real importance in connecting with partners, and those are partners that would not just dollars to the table but also the ideas and energy. The City is a partner, overlapping taxing districts are partners, and businesses are partners and bringing all of those resources together to move forward to support these projects through to completion. As we get into specific actions MRC will probably be the lead on a lot of them but there may be projects that are fantastic ideas that MRC is not the lead. We think we are looking for a twenty year vision for the future. Changing and transforming downtown Madras isn't something that is going to happen overnight. In terms of the when we are seeing a serious need for focus on TIF generation in the near term because we need to generate the revenues in order to be able to invest.

The Commission discussed the representation from the Hispanic community and that we will be working with the Diversity Coalition to set up meetings.

Lorelei Juntunen in terms of where the Urban Renewal Boundary is large it covers most of the City of Madras. We are seeing a number of different reasons that we think you need a different kind of activity in different portions of the corridor. First of all knowing that resources are limited it is important to focus those in places you will get the best bang for your buck. Then there are different kinds of development form that are appropriate in different portions of the corridor. We talked about the objective of this being to support new development. To see new commercial

development coming out of the ground but in order to get there we need to have some evaluation criteria. Right now we have a really large list of projects and you are not going to be able to do them all. So we need some way to wrap our heads around which ones are the ones that should come to the top in the near term. Here is our preliminary thinking about the geography of the area. At the open house we asked people where the heart of downtown Madras. So the core investment area this is where we are seeing the MRC and its partners wanting to take proactive investments to try and spur new commercial development to occur. So the kinds of activities that might be undertaking here would be acquiring specific sights that seem to have the potential of being catalytic. Then attracting a developer and entering into a developer agreement with that developer to jointly develop the parcel. In both the north and south corridor which are largely auto-oriented areas that have larger available parcels those are the kind of places where your primary goal is going to be to generate tax increment finance. To see new development happen that feeds the coffers of the Urban Renewal Agency so you can make more investment in the core area.

These projects may still need support but the support will probably be at a lower level, and might be more responsive to developer interest as opposed to proactive. So a developer comes in that wants to build on a site but has access challenges because of ODOT. The Urban Renewal Agency could help improve the access to allow that development to occur as an example.

Community Development Director Nicholas Snead the core area drawing the distinction between proactive and reactive. When you look at some of the larger projects that district has completed in the past. Largely they have been reactive in other words we have been waiting for the opportunity to come. The difference here would be really a distinct strategy to market and get things going in the short term in the core area.

The Commission discussed how the floodplain and floodway could affect new development coming in. There was a discussion about the Army Corps of Engineer and the re-mapping of the floodplain and floodway.

Lorelei Juntunen draft criteria include generate tax increment that is the property tax revenue that comes from new development. That is necessary in order to give financial capacity to your Urban Renewal District. Projects that support development on underutilized or vacant sites, projects that leverage partnerships in terms of cash and also interest and willingness to help move it forward, and opportunity to achieve multiple goals recognizing that if a project does achieves more than one outcome.

The Commission discussed generating tax increment and how one business could bring in more businesses and generate more tax increment. There was a discussion on what the investment core is and how the flood plain and flood way will impact this area. The Commission talked about their focus being outside the flood plain and flood way.

Lorelei Juntunen asked the Commission to place dots on the criteria for what they like best and least. We have way too many projects more than can be accomplished in any reasonable time. We need to prioritize those that we will be undertaking in the short term and those that will be undertaking in the long term. They are in categories

we will go through the categories then we will have you come up and put the dots on the board.

The first category is supporting development the kinds of things that fall into this category are buying land, providing grants to developers. The next category is attracting new businesses and supporting existing businesses. Next category is place making and infrastructure this is something that we heard about a lot. Making the place look more beautiful easier to navigate and have fewer trip hazards. The last category is around downtown promotion.

Under supporting development we have a project to clarify the SDC process. Evaluate options to redevelop MRC property or publicly owned in partnership. Market Madras opportunities with developers try to bring developers into Madras. Provide predevelopment assistance including fast tracking development process. Land trade with County on Fairgrounds property. Support affordable housing.

The category to attract new business target store front improvement program be more proactive. Support the formation of a downtown business association. There are a lot of things on the list for place making and infrastructure. Some of them are carryovers from the previous analysis. So things like increase the convenience for visitors. Things like street furniture, urban canopy, maintaining landscaping and continuing the downtown flower program, adding crosswalks and traffic calming safety improvements along Highway 97. Downtown clean-up initiative using volunteers to pick up trash and pull weeds. Sidewalk repair and the possibility of supporting the library expansion. Willow creek flood way vision is a carryover from the previous plan, and the by-pass is also a carry over. Strengthen the identity of downtown with signage, marketing materials, and promotional materials to try and bring people in. New events, improvements to the Saturday Market, explore the opportunity to create new attractions. Mural program and temporary landscaping. So this is incomplete and I am sure you have ideas of things to add and we would like you to let us know what you would like to see.

The consultants asked the MRC to place blue dots for the short term projects and orange for long term projects.

Chair Doug Lofting is it the consensus of this Commission on our schools whether it is perceived or real is a stumbling block for us. If there is nothing else meeting adjourn.

IX. Adjourn

The meeting adjourned at 7:00 p.m.

Doug Lofting 3-2-16

Doug Lofting
Chair

Date

Nicholas S Snead 3/4/2016

Nicholas Snead
Community Development Director

Date

City of Madras
Madras Redevelopment Commission
Special Meeting Minutes
December 9, 2015

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair, Doug Lofting at 5:30 p.m. on Wednesday December 9, 2015, in the Madras City Council Chambers.

Members in Attendance:
Chair Doug Lofting
Commissioner Chuck Schmidt
Commissioner Royce Embanks
Commissioner Doeshia Jacobs
Commissioner Tom Brown
Commissioner Blanca Reynoso

Members Absent Were:
Commissioner Don Reeder
There are two Membership vacancies.

Staff Members in Attendance:
Nicholas Snead, Community Development Director
Brandie McNamee, Finance Director
Michele Quinn, Community Development Administrative Assistant

Visitors
Brenda Bartlett, SGA CPA's
Lorelei Juntunen, EcoNorthwest (By Video Confrence)
Emily Picha, EcoNorthwest (By Video Confrence)
Janet Brown, EDCO

II. Consent Agenda

A. Adoption of Agenda

B. Approval of Minutes

1. **Approval of November 2015 MRC Vouchers**

A MOTION WAS MADE BY VICE CHAIR TOM BROWN TO APPROVE THE CONSENT AGENDA AS AMMENDED. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANMOUSLY.

III. Visitor Comments

IV. Annual Audit Presentation FY 2014-15

Brenda Bartlett this is our report I like to let everybody know that the financial statements are managements. They are prepared reviewed by management what we do is give an audit and we give an opinion on those statements. On the top of page two that is our opinion. What you want to see here is a non-modified opinion you want to see that we say that the financial statements present fairly and all material respects the financial position of the Commission. Under other matters there are other things inside this report supplementary information that is of good use to people. I think the most interesting is the management's discussion and analysis. That is written by Brandie and probably reviewed by Nick. It gives you a little snap shot of what happened during the year. Did your assets increase, did you take on more debt, and did you buy more capital assets. Another great thing to take a look at is the budgetary schedules. The last page, page three one thing that every Municipal Corporation in Oregon has to do is your auditors have to do some additional procedures. Those are to look at that you are complying with certain laws.

If you turn to page 30 that is the report that we are required to do, so in addition to the financial statement audit we have to look at compliance with certain laws. Those laws are in the middle of the page. Making sure you deposited public funds in safe vehicles, making sure you haven't over extended your debt by law. Making sure you follow local budget law. That you have insurance in force and if you have any kind of public contracting going on that you have complied with those rules. So basically what we are telling the Secretary of State is that we didn't find anything that causes us to believe that you hadn't complied with all of those laws. On the last page we talk about internal control we don't give an opinion on internal control but if there are issues we do let the Council know, it is one of our professional obligations. Your internal controls are good they have worked really hard over particularly over the past year to make sure you have proper segregation of duties, and that you are reconciling accounts.

This letter is a required communication at the conclusion of our audit its categories that are prescribed by professional standards. That we have to let you know how those things went. The first thing is we talk about any significant findings this is where we tell you management is responsible for selecting and using appropriate accounting policies. There were no transactions that the agency entered into that didn't have authoritative guidance. We talk a little about accounting estimates you don't have a lot of accounting estimates except for your development properties. We had no difficulties during the audit, no adjustments, no disagreement with management. We do ask management to sign a representation letter and that letter says that we told you everything you need to know and we answered truthfully to all your inquiries. We gave you all the documentation you asked for and there is nothing that we haven't told you that are important to these statements. We are not aware of any consultation with other independent accountants, and we didn't have any findings or issues that we thought merited to bring to your attention.

Doug Lofting Brandie I do have a question regarding page four it says the MRC was able to make a payment of Seventy Five Thousand dollars to the City of Madras. I can't find where that payment was made and I don't remember us making that payment.

Brandie McNamee it is treated as a special payment if you look under the other financing sources where it says grants, and loans one hundred eighty two thousand five hundred ($182,500.00) that seventy five thousand ($75,000.00) is within the one hundred eighty two thousand five hundred ($182,500.00). This is where if you recall in the 2014 audit we had an over appropriation of budget because we budgeted for it as a capital payment. Technically it should have been a special payment category, and we fixed it. So this is now where you see that, that is where the Madras Cinema payment was one hundred thousand ($100,000.00). The MRC payment to City Hall was seventy five thousand ($75,000.00), and then we did seventy five hundred dollars ($7,500.00) in the L Street project for lighting.

V. Urban Revitalization Action Plan Project Update (Video Conference**)**

Community Development Director Nicholas Snead Nick and Lorelei how are you doing this evening.

Lorelei Juntunen we are doing well can you hear us alright?

Community Development Director Nicholas Snead Yes, before we get into the presentation I know you have a couple of slides that identify the agenda this evening. Tonight our objective is to have the consultant's report back on a lot of work that they have done.

Lorelei Juntunen since we were there we took a look at the retail needs and done a tremendous amount of stakeholder and public outreach. Have developed an initial set of projects and have gotten feedback on how those ought to be prioritized. We have some details of the public outreach to share with you and survey results. There is a meeting coming up with the Diversity Coalition next week. We are also putting out a Spanish version of our survey. We have a good response from the survey there were 90 responses from the community survey and 114 from the major employee survey.

Lorelei went through the responses that they have on the survey. The survey showed that there are a large number of people looking for a brewery or deli. There were a high number of people that are interested in having apparel and sporting goods in Madras.

Lorelei went over the word clouds that were developed with the information provided by citizens at the November 2, 2015 Open House.

Lorelei went through the employee survey 56% live and work in Madras, 44% of people that work in Madras but don't live here. We are really interested in the 44% this is the potential growth market for the City. What it might take to attract these people to live and shop in downtown. There was an important message that focusing on creating a vibrant retail core is helpful for attracting residents in addition to being helpful for supporting downtown development. Other issues that are showing up on the list is safety and perception, opportunities for housing, better schools, cleanliness, and attractiveness are also motivating peoples decision regarding where to live.

Commissioner Royce Embanks do you think that the construction that we had going on here skewed the perception of what it is like in town, and both Redmond and

Bend has built bypasses so you don't have the traffic you have in Madras. As far as safety Madras is as safe as Redmond and safer than Bend.

Lorelei Juntunen we agree part of what we are looking for out of this for our purposes does the survey support that we are headed in the right direction. Does it help us to understand better what kinds of services and what kind of improvements would be necessary and supported. We are hearing the need for shopping and retail needs downtown.

Community Development Director Nicholas Snead discussed the fact that the results will be independent of the plan. All the responses you will be able to refer back and the plan will be thicker.

Commissioner Royce Embanks how does the City provide more crosswalks and stop lights on an ODOT Highway.

Community Development Director Nicholas Snead good question we are updating our Transportation System Plan so this will be good feedback for that plan.

Commissioner Royce Embanks with ODOT money we are not going to leverage ODOT money to put in a stop light. Because we have a highway going through our town and not a bypass makes us a different town. Traffic goes through Madras much faster coming from the North or South and by the time it reaches downtown they are exceeding the speed limit. You can't change the fact that Hwy 97 has more traffic on it now than in the last two years than the five years previously when we did the traffic count. We need to focus on the long term solutions like a bypass.

Commissioner Doeshia Jacobs I want to get back to the downtown core how to get businesses back in the downtown. We need to get downtown up and running that is my main focus.

Janet Brown-EDCO Janet asked questions about the survey and how the questions on the survey were directed. Janet also pointed out that Thriftway and Erickson's is the same store.

Lorelei Juntunen I am going to go into what kind interventions and investments make sense for the downtown core. What is the frame work for thinking about why and how we should be investing in downtown Madras?

Lorelei went through several slides talking about the Action Plan Investment Framework. A 20 year vision focusing on TIF generation and partner projects in the short term; longer term investments in amenities and place making. Lorelei talked about the different partners that the MRC could partner with.

The 20 year vision for Downtown Madras is a recognizable, vibrant destination with public and private investment in small scale shops, a mix of restaurants, and cultural amenities that reflect the area's diversity. Madras' position as the hub of River Canyon Country attracts visitors and new residents who appreciate the community's commitment to quality of life.

Community Development Director Nicholas Snead we will need some guidance from the Commission to whether this makes sense or would you like some slight modifications.

Lorelei Juntunen talked to the Madras Redevelopment Commission about when you should be investing. You won't be investing in all of the projects now it will happen phased over a period of time. You might be investing in different projects for different reasons. We will talk about the importance of near term projects that are focused on TIF generation, and look at other projects that might support livability or achieve other goals.

The core downtown was recognized as the heart of the City of Madras. That is the area that really makes sense to be proactive in your approach to spurring new development to occur. That is the kind of area you might want to be acquiring partners or reaching out to property owners. To try and understand what might motivate them to improve their properties or redevelop. You might think about making the kinds of investments necessary to create a place which feels walkable and has a distinct identity.

Lorelei talked about the Urban Core and where the floodway and floodplain runs. What type of development you would be expected to see in the urban core and the civic core.

Janet Brown asked about including the properties down to A Street

Community Development Director Nicholas Snead Janet I think you have raised a really good question. Part of our challenge in the district is that we have a lot of sporadic developments so with the Urban Core and Civic Core boundary together is trying to do is focus within a tighter geography or area our investments in the downtown. So we can build a nucleus or synergy of energy. Where I ended up and I am thinking about the property on B Street between fourth and fifth the undeveloped property. I think that this boundary makes sense for focusing the investment within that tight area. However I don't believe if this was in the plan today that it would preclude the Urban Renewal District from making investment outside of this area that would be in your district. We would like to see that property developed today it has some challenges. I don't know how likely it is but should there be an opportunity for the Urban Renewal District to invest on that property I can guarantee you staff would be coming to the Commission asking for your assistance.

Commissioner Chuck Schmidt when you drive in from the north the very first thing you see is a big vacant ugly lot. If you look at the word clouds what were some of the biggest words they were dirty, unattractive. That sends a message to me that says let's look at the visual thing that needs to be important lets clean it up.

Chair Doug Lofting regarding the urban core I think there is a bit of frustration on members that are sitting here tonight. That is that nonprofits have gotten a hold of so much of our downtown property. It basically hurts us in a couple of ways it hurts us that there is no revenue coming into the district, and that one of the major lots is held by a nonprofit they are not going to release it for less than one million dollars. If you are looking for someone and trying to get them to put their money in here I

would have a hard time putting my name on asking them to do it past B Street.

Commissioner Chuck Schmidt we just spent a half a million dollars on the Theater can we look long term down the line and spend a million dollars and buy that property? So we can do something and make an incentive for someone.

Chair Doug Lofting that is something that Lorelei and Nick P. can give us guidance on.

Lorelei Juntunen we can talk about that when we get to the section on projects, after we go through some of the research that Nick has been doing on the financials.

Community Development Director Nicholas Snead this plan is establishing a vision for the next 10 years. That functions as a strategic plan and should there be an opportunity that comes about that isn't presented today you can slightly deviate from the plan.

Janet Brown even if we go up to B street just think about one side between C Street and B Street as you are heading north. You have a 1970 office that hasn't been updated you have the Stag there is a gym with no windows. It is not a very pretty block and it is right at a stop light in downtown.

The Commission discussed the state of the buildings in the downtown core whether it should be renovated or torn down and rebuilt. We need to be able to stop people and get them shopping in downtown.

Lorelei Juntunen Nick I am happy to work with you to figure out how to draw that boundary. I do want to stay out of the floodway, but there may be a way we can expand that a little bit and still keep our focused area.

Lorelei talked to the Commission about why they would invest and by which criteria you chose to make your investment. The criteria that are clearly coming to the top are generating tax increment, supporting development on underused or vacant sites; they are likely to catalyze additional redevelopment adjacent. Other criteria that is also important is leverage partnership, willing interested property owner located in the URA. Really the focus is on the first three criteria it is generating increment, taking care of underutilized or vacant site, and it is likely to catalyze additional redevelopment.

Lorelei went through some example slides that had conceptual drawings of several lots that could be developed.

Community Development Director Nicholas Snead we have some of these concepts in our existing plan and it helped us advance the projects. The MRC owns two properties one on Fifth Street and one on Fourth Street could we use one or both of those properties in Walker Macy's conceptual drawings.

Nick Popenuk went over the overview of the Real Market Value (RMV) and Assessed Value (AV) and taxable value. Real Market Value is what your property would sell for in an arm's length market transaction. That is a value that goes up and down and fluctuates sometimes dramatically with overall market conditions. In Oregon however

that is not what your tax is based on. Instead you are taxed on the assessed value which in many situations is different from the real market value.

Nick P. continued to explain the difference between the assessed value and real market value and how you are taxed and how the recession affected the Urban Renewal Area. Nick P. explained that our area has experience some declines in real market value in recent years. That is an important consideration when we are forecasting our tax increment finance revenues forward. The reason we are doing the tax increment finance revenue forecast is to provide context for understand what the borrowing capacity of the district might be. What its financial ability is to borrow money and take on new projects and invest in the area.

Nick Popenuk continued to go over the historical trends in the area of the annual percent growth in assessed value, and annual percent decline in real market value. Over the last five years we can see that the assessed value is growing at one to two percent per year. The real market value has been dropping across the area real market values dropped by almost twenty percent last year.

Nick P. continued to go over the real market value and assessed value of the area and how it will impact the area. The conversations that I have had with the County Assessor's office indicates, that next year and probably for the next several years they don't see justification for increasing real market value in the area.

Nick Popenuk went over the preliminary TIF projections going forward the tax revenue has been fluctuating but on average has been around three hundred and fifty thousand dollars ($350,000) a year. Roughly that is what we are forecasting for the foreseeable future.

Community Development Director Nicholas Snead Nick P. before you go on, can you clarify that these are projections without any investments into the district that would increase the assessed value?

Nick Popenuk that is a very good point this is our baseline projection we are going to be working with city staff to identify specific catalyst projects, investments that the MRC might make in the area. How much those investments would cost and what likely taxable development would be generated from them.

Nick Popenuk went on to the outstanding debt service for the MRC. The annual TIF revenue is sufficient to make all of the outstanding obligations, but there is not a lot of surplus revenue to be able to make additional investments. That means any new borrowings will need to be considered carefully in the area.

Nick Popenuk went over the preliminary findings with the MRC there is a slim cushion between revenue and expenditures in the district right now. There is enough tax revenue being forecast to cover outstanding obligations but not a lot surplus revenue. We are concerned about the falling real market values if that continues to much for too long it could negatively affect the assessed value growth in the area. At the same time, eventually when those real market values turn around it does provide the opportunity for the district to experience more than 3% growth in a year. Overall what this means to us is new investments in the short term from a financial perspective should be focused on generating new and increased taxable value. Any

new debt that is undertaken in the area should be done carefully. The City does have an relationship with professional financial advisors those are great experts to turn to, to make sure that the Urban Renewal Area and the City aren't getting themselves into too great of risk. There is an option for the Urban Renewal Area if it has a project that comes along and you need additional financial capacity and your revenues haven't increased yet. Some of your existing financial obligations have the potential to be covered in the short term by other City funds or resources until the area fiscal position improves.

Community Development Director Nicholas Snead this is the reason why we funded this project. We knew we had some changes in financial conditions. We knew there were some risk to those conditions changing and hopefully not negatively. What the Commission is seeing here in the results of the preliminary analysis is a better understanding of the risk.

Commissioner Doeshia Jacobs asked about having an outlet mall in the downtown area.

Lorelei Juntunen we have not identified the specific kinds of businesses beyond the categories of business that would be the most appropriate. I think the way the projects will be described in the action plan will give staff the ability to move forward and reach out to general merchandisers.

Chair Doug Lofting one thing I don't see in your report to us tonight is in regards to the MRC and trying to get partners. What we often hear in the City of Madras is that our SDC's are too high. I don't believe that and until I can see a local comparison with our neighboring towns then we don't know. What I believe what this Commission and myself would like to see is an SDC comparison on commercial properties.

Community Development Director Nicholas Snead Chair Lofting we would be happy to do that in fact staff had every intention to present that as you requested that of staff earlier this week. We needed other City staff to confirm there assessments to we knew it was a valid comparison. We can present that to the Commission in January if you would like.

Chair Doug Lofting thank you Nick. I think that will be a very valuable tool for us when looking for partners.

Lorelei Juntunen we are into the project conversation, this is preliminary, and intentionally preliminary. As you know the survey is still out there and we are gathering feedback. I will be walking through about fifteen projects that have been identified through the process to date. We have taken and prioritized them based on input from community members, business owners, and the MRC. We have grouped them into two categories of projects one is a group of projects that are intended to encourage development, and to increase assessed value in the Urban Renewal Area. The second category is funding physical improvements in the area.

Lorelei went through the list and explained how they ranked the projects based on the survey.

Lorelei Juntunen you can see in the development category four projects that come to the top through both having community support and meeting the criteria. Those are actively working to recruit a department store or general merchandise store, making improvements to store fronts, working to recruit a brewery or restaurant, and then attracting developer attention and provide financial support to developers as they are interested in advancing projects. The projects that come to the top on the physical improvement side having high community support and meeting short term criteria. In the short term really new programs that clean-up downtown and they could be led by local community groups.

The Commission discussed the prioritization of the projects and agrees that they are in line with what the community would like. They discussed the recruitment process and the difficulty to bring a business to our community.

Lorelei Juntunen talked to the Commission about acquiring properties that don't require third party next steps. Where there might be the best opportunity to move forward and flush out what a recruitment strategy might look like.

Commissioner Tom Brown this is a really good document this is something we have been looking for, for a while. I can see some things in here that we can work with when we look at. For us to create any dollars out of this we are going to have to spend some money that is going to create new construction that is going to build the tax base. The challenge will be to try and get the downtown folks help themselves we have some absentee owners.

Chair Doug Lofting does anyone have any more questions or comments?

Janet Brown I would like to make a clarification on the document that shows the partners. I want to make sure that everyone is clear they have EDCO down as recruitment of the department store, general merchandise store. What EDCO works on are traded sector companies so I don't work in retail commercial type companies. I am happy to help whenever I can I just wanted to make that differentiation.

Community Development Director Nicholas Snead Janet so maybe EDCO doesn't take the lead and I appreciate the feedback, however I would think that EDCO could help perhaps assembling market data related to employment or things like that. If it were removed I wouldn't want that to preclude EDCO from being involved behind the scenes.

Chair Doug Lofting are there any other items tonight before we adjourn?

Community Development Director Nicholas Snead I do not have anything I will confirm the date of the January meeting. We will also be confirming two meeting dates in June for the budget efforts. I would like to thank Brandie for her help with audit this year.

Chair Doug Lofting after the January meeting I think we need to discuss where we are financially and Brandie you will play a major part in that. From what we are seeing is that are revenues are barely paying our bills. So for us to do anything at all we are going to have to operate from a line of credit.

Finance Director Brandie McNamee I have reached out to a municipal advisor that specializes in Urban Renewal Districts and debt capacity. One thing that did come up in our audit it is one of the State statutes that they have to audit our indebtedness calc. There are some things just because you have the ability to borrow doesn't mean you necessarily need to borrow.

Chair Doug Lofting thank you so much is there anything else?

IX. Adjourn

The meeting adjourned at 7:33 p.m.

Doug Lofting 3.2.16

Doug Lofting
Chair

Date

Nicholas S. Snead 3/4/16

Nicholas Snead
Community Development Director

Date

City of Madras
Madras Redevelopment Commission
Special Meeting Minutes
January 20, 2016

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair, Doug Lofting at 5:30 p.m. on Wednesday January 20, 2016 in the Madras City Council Chambers.

Members in Attendance:
Commissioner Chuck Schmidt
Commissioner Royce Embanks
Commissioner Tom Brown
Chair Doug Lofting
Commissioner Don Reeder
Commissioner Doeshia Jacobs

Members Absent Were:
Commissioner Blanca Reynoso
There are two Membership vacancies.

Staff Members in Attendance:
Nicholas Snead, Community Development Director
Gus Burril, City Administrator
Brandie McNamee, Finance Director
Michele Quinn, Community Development Administrative Assistant

Visitors

II. Consent Agenda

A. Adoption of Agenda

B. Approval of January 2016 MRC Vouchers

C. EcoNorthwest Contract Amendment No. 1, to amend the Scope of Work to include Task 5.1- Forecast TIF Revenue, Task 5.2 Final Scenario Analysis, and to increase total budget to $88,000.00

D. EcoNorthwest Contract Amendment No. 2, to extend term of Professional Services Agreement to February 15, 2016.

A MOTION WAS MADE BY COMMISSIONER TOM BROWN TO APPROVE THE CONSENT AGENDA AS AMMENDED. THE MOTION WAS SECONDED BY COMMISSIONER CHUCK SCHMIDT AND PASSED UNANMOUSLY.

III. Annual Election of Officers

A MOTION WAS MADE BY COMMISSIONER ROYCE EMBANKS TO ELECT DOUG LOFTING AS CHAIR PERSON AND TOM BROWN AS VICE CHAIR. THE MOTION WAS SECONDED BY COMMISSIONER DON REEDER AND PASSED UNANMOUSLY.

IV. Visitors Comments

None

Chair Doug Lofting At this time I would like to close are regular meeting and open the meeting for the Supplemental Budget Hearing.

V. Supplemental Budget Hearing

A. Madras Redevelopment Reinvestment Fund

Finance Director Brandie McNamee The resolution in your packet 2016-01 is a resolution that requires a supplemental budget because it exceeds 15% transfer from contingency. It is dropping the contingency in the General Fund from $10,000.00 down to $3,000.00 and the other transfer that requires a supplemental budget there is a 10% increase in overall appropriation in the re-investment fund. This is increasing special payments from $25,000.00 to $10,000.00 for a total of $35,000.00.

Chair Doug Lofting Brandie can you walk us through what that money will cover for us.

Finance Director Brandie McNamee The General Fund the current special payment commitments supported by the MRC for the year are going to go over budget, if we do not do a special payment adjustment. What is needed in that category of Special Payments is two hundred thirty five thousand ($235,000.00) to meet the commitments. The other additional increase of ten thousand ($10,000.00) is to offset material and services specifically the legal line item.

City Administrator Gus Burril In July we ran two or three scenarios past the MRC Board and said what level of focus in those categories would you like us to go after. When we adopted your plan then we said we would come back to you later with follow up budget resolutions.

Chair Doug Lofting Commissioners do you have questions or concerns?

Commissioner Tom Brown Where does that leave our reinvestment fund?

Finance Director Brandie McNamee We have received early payoff from some of the loans so that number is up to forty two thousand ($42,000.00). By upping the special payments by ten thousand dollars ($10,000.00) it is essentially a wash.

Commissioner Tom Brown Do we foresee any other change orders?

City Administrator Gus Burril What we don't know is the outcome of the proposed

property for derelict clean-up. What we suggested between the two funds was if you did grant let's use the general fund for loan use the reinvestment fund. The idea behind the reinvestment fund was loan proceeds would continue to revolve and come back.

Commissioner Chuck Schmidt Is this property the one on "D" Street?

Community Development Director Nicholas Snead No, this is the Potter property located due east of McDonald's where we had the citizen lose their life.

Commissioner Don Reeder Brandie is that considered an ending fund balance as of December 31, 2015?

Finance Director Brandie McNamee Yes, December 31, 2015 is two hundred twenty three thousand ($223,000.00). There is a property that is currently in escrow that we anticipate closing February 15, 2016. So I have issued pay offs on a loan and that would bring approximately twenty six thousand ($26,000.00) back to the reinvestment fund. It is nice that the MRC loans are being paid off and they are being paid off because the properties are selling.

Commissioner Don Reeder Brandie is that a percentage the $223,000.00 as a policy of the board?

Finance Director Brandie McNamee No there is no fund balance policy for the MRC. That is one thing I have been exploring because a lot of jurisdictions have fund balance policies as a mechanism to gage their budget. Gus has allowed me to reach out to D.A. Davison which is an underwriting firm to compare us against industry standards. To see what is a safe threshold based on our debt obligations and what should we have in our fund balances.

Commissioner Don Reeder Do you have an estimate is this a good estimate of $223,000.00 or would it be less or more?

Finance Director Brandie McNamee Generally they say you want to have about 18 months of operating cash on hand as a safe threshold to have in your fund balance.

Community Development Director Nicholas Snead That's right 10% is usually the rule of thumb. Of course that is a policy decision the MRC would need to make. Understand that we have two different funds one is the General Fund and the Reinvestment Fund.

Finance Director Brandie McNamee If this is something as a Commission you want me to start working on it is up to you.

Commissioner Don Reeder I am new but I have been on other boards and it is nice to have an idea of what the ending fund balance is for protection against anything that might happen in the future.

Chair Doug Lofting I am in favor of exploring what other districts do and have you presented back to us. So is everyone comfortable with the thirty five thousand dollars ($35,000.00)? Is there any other questions?

Chair Doug Lofting The budget hearing is now closed.

VI. Budget Resolution No. MRC 2016-01

A MOTION WAS MADE BY COMMISSIONER DON REEDER TO AUTHORIZE AND INCREASE IN APPOPRIATIONS TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES AND THE TRANSFER OF APPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2015-2016. THE MOTION WAS SECONDED BY COMMISSIONER CHUCK SCHMIDT AND PASSED UNANMOUSLY.

VII. Appointment of Budget Committee Members

Finance Director Brandie McNamee So with the outreach efforts from community surveys I think it did spark some interest in the MRC budget committee. As you remember last year we were slim on members at large. This year we have six individuals to appoint to the budget committee I have confirmed their addresses and they all reside within the two mile radius.

Those members are:
Janet Brown
Steve Jansen
Dan Chamness
Maura Schwartz
Tena Jackson
Bartt Brick

Chair Doug Lofting Brandie it is my opinion that you have done well these people will all serve us very well on the budget committee. Commissioners any concerns with any of the people listed?

A MOTION WAS MADE BY COMMISSIONER TOM BROWN TO APPOINT THE FOLLOWING PEOPLE TO THE BUDGET COMMITTEE JANET BROWN, STEVE JANSEN, DAN CHAMNESS, MAURA SCHWARTZ TENA JACKSON AND BARTT BRICK. THE MOTION WAS SECONDED BY COMMISSIONER CHUCK SCHMIDT AND PASSED UNANMOUSLY.

VIII. Presentation of Draft Urban Renewal Action Plan

Community Development Director Nicholas Snead The purpose of this agenda item is to review a 90% draft of your plan. We would like to present you the plan this evening obtain your feedback and in two weeks, at the February 3, 2016 meeting, EcoNorthwest will revise the plan and present it to you for formal adoption.

Lorelei Juntunen The first portion of the presentation will go to Nick Popenuk to do an update of the financial analysis.

Nick Popenuk Went over the finalized baseline TIF forecast, an alternate scenario with new development, projected MRC cash flow, and timing and impacts of potential short term investments.

Nick P. explained the base line cash flow compared to base cash flow with a line of credit. Nick P. went through a second scenario that touched on projects like a general merchandise store, a grocer and brewery. Nick P. explained to the MRC about investing in projects that take longer to receive financial payback. From the time that a developer puts a shovel in the ground to the time that you receive increased tax revenues. There is

a delay of about two years. That is how long it takes the project to be completed, for it to be certified for occupancy, for the assessor to pick it up on the tax rolls, and for the taxes to be sent out and collected and paid. Overall both scenarios they both show long term steady growth if you have new development that growth will be more. In the next few years we see that there will be financial constraints in the district.

Any significant projects in the next few years will require borrowing if you want to spend something close to one hundred thousand dollars ($100,000.00) per year. Even if you wanted to spend fifty thousand dollars ($50,000.00) on a new project it is going to require additional capacity that the district will not have on its own unless it borrows. However borrowing should not happen unless you have certainty that the project you are investing in is going to stimulate higher tax revenues. Borrowing money to invest in projects that won't have that guaranteed additional tax revenue you are undertaking additional debt. We want to make sure that we are advising you that taking on new debt should be done with a lens looking for taxable projects. That is going to increase your revenue and your ability to pay off that debt.

Even with borrowing funds it looks like the districts capacity is limited to one hundred thousand dollars ($100,000.00) per year over the next three years. Long term forecast is better, with increasing revenue after 2020.

Commissioner Chuck Schmidt Is there some formula we should use if someone wants to come and do a brewery for our return from our investment?

Nick Popenuk I provided a spread sheet it has a tab on it that will allow you to model a new investment scenario.

The MRC Commission continued to discuss how the spread sheet works and how some of the returns might be with certain investments. There was additional discussion on types of investments and returns they might bring.

Lorelei Juntunen The remainder of the presentation is focused on the action plan draft and the projects so we can get some feedback. So we can take this the rest of the way to a complete document. So we have talked about different strategies for different areas and I will show the map and we can talk about that to make sure we have it right. In terms of why and how, we have established an evaluation criterion that we applied to the projects that we will look at. What we are looking at is you have a very linear urban renewal area and what we have heard from the public involvement was the need to create a center for the City. As you are thinking about investing that is the geography that you want to be as proactive as possible. That might be a geography where you go beyond the ten years in terms of thinking about the payback period. As far as the north and south corridor of town you may be more reactive.

Project prioritization criteria and these are the short term with focus on tax increment generation, need to support development on underutilized or vacant sites, and it catalyzes other development. So that is the lens we were using to prioritize projects in this plan update. Lorelei went over the MRC priority projects these are projects that scored well for community support. Partnership projects which are important but MRC may not take the lead you would work with your partners to move forward and advance that agenda. For the projects that are MRC priority projects we have developed detailed project sheets. That provides content about each individual projects and direction so you

can pick this up and move forward with making these projects happen in the community. The MRC priority projects are:

- General Merchandise Store
- Brewery or Grocery store
- Making sure the City is aware of opportunities
- Clarify the development processes
- Explore changes to the façade program
- Downtown clean-up program
- Core area sidewalk improvements
- Improvements to pedestrian safety on Hwy 26 and 97

Recruit General Merchandise Store- The need for better general merchandise retail opportunities was the most frequently retail cited need among residents and stakeholders. General merchandise includes and non-food or non-grocery products, such as clothing, outdoor gear, cosmetics, jewelry.

The MRC will refine and implement a comprehensive strategy to attract a general merchandiser or a store that offers general merchandise goods in addition to grocery products. Beginning with the information in the Commercial Development Opportunities Analysis, the City will create a refined "recruitment package" that can serve as a starting point in marketing available sites to potential tenants and developers.

Comments and Questions

There were questions about using the available buildings in the downtown core to attract a business instead of building new.

Bringing in discounts stores where highway 97 and 26 come together.

Most big box retailers look at population, educational obtainment, and average household income.

We may not have the population but we have enough people driving through on Hwy 97/26 to support a big box store.

Recruit Brewery- The recruitment of a brewery to downtown Madras was a high priority among survey respondents and could help to spark other investment in downtown by capturing business from visitors.

The MRC will work to recruit a brewery to Madras our unique assets. There are generally two categories of breweries: small production facilities of brewpubs.

Comments and Questions

Why aren't we looking at bringing in a Hispanic brewery?

There was a question about the possibility of having a marijuana grow operation as a potential opportunity?

As long as it would be here to stay we don't want to bring one in and not have it stay.

Develop Recruitment Toolkit- Technical analysis and outreach point to a need for new development in Madras, and specifically in the Urban and Civic Core. In open houses and community surveys, Madras residents and downtown stakeholders discussed a strong desire for a more vibrant "heart" in Madras that includes new retail opportunities, more attractive store fronts, and a more visible center for the community.

This action creates a system for developer outreach and opportunity tracking. It also outlines development assistance in the form of MRC grants/loans and predevelopment assistance.

Comments and Questions

Do we have something that focuses on our amenities like the pool or our water?

There was a discussion about what is already being done by the Chamber of Commerce and EDCO.

We need to look at tapping into events and exploiting our hiking trails, bicycling, ball fields, and aquatic center.

Clarify Development Processes- Stakeholder outreach conducted as part of this Action Plan process uncovered a sentiment among some that the City's development processes permitting, development fees, etc. are overly complicated and expensive, and may be driving away or stopping new development from occurring.

Explore Changes to Façade Improvement Programs- Building maintenance and façade improvements were key themes from Action Plan community outreach. Improving the look of businesses can be important to ensuring that the business captures its market share; however, these investments can be challenging for small businesses to finance.

Consider adjustments to the structure of existing Madras storefront improvement programs.

Comments and Questions

Community Development Director Nicholas Snead Staff will be presenting in February to the MRC SDC comparison.

Are SDC's negotiable?

There was a discussion on SDC's and the possibility of the MRC helping with some SDC's if a developer was to come in and the SDC's was an issue. Is there the possibility to waive the SDC's? It was commented that we don't want to start waiving SDC fees you look at clarifying.

Explore changes to the Façade Improvement Program- Building maintenance and façade improvements were key themes from Action Plan community outreach. Improving the look of businesses can be important to ensuring that the business captures its market share; however, these investments can be challenging for small businesses to finance.

Consider adjustments to the structure of existing Madras storefront improvement programs.

Comments and Questions
Community Development Director Nicholas Snead The difference here is we are focusing on our core area.

Downtown Clean Up Program- Public outreach results show that Madras residents are concerned with the cleanliness and maintenance of their downtown corridor. Cleanliness in the physical environment affects their sense of pride and safety. Further, a tidier downtown would better appeal to tourists and incentivize motorists to stop in Madras rather than passing through.

Community-based cleanup of the core of Madras would foster community ownership of downtown through maintenance as well low-cost improvements to improve the area's appearance.

Comments and Questions
What is the schedule of our City street sweeper? Can we talk to the City about increasing it to twice a weekly with spring coming?

Community Development Director Nicholas Snead Possibly we can get some assistance from the parole and probation work crew. Can we possibly get some volunteers to help with the clean-up?

City Administrator Gus Burril I can say this for Public Works we have added J Street and City View, B Street, Burg Drive. We have doubled the amount of parks and they are down two and a half employees from pre-recession levels, and they are maintaining a lot more. I want to be respectful of the need but I also want to be respectful for why are they not getting there as often. They are not resourced like they were years ago.

There was a continued discussion about being resourced to help with sweeping and will we be able to add resources.

Core Areas Sidewalk Improvements- Improving sidewalks in the core area and competing the sidewalk network was a high priority for community members. Addressing these needs can help to make the area more accessible for pedestrians and support connectivity.

This project will be implemented using two existing City programs the Sidewalk Grant Program and the Capital Improvement Program.

Improvement Pedestrian Safety on Highway 26/97- Improvement to Pedestrian Safety on Hwy 26/97- Traffic on Highway 26/97 couplet presents many challenges to pedestrians who wish to access businesses in downtown Madras. About 13,000 vehicles per day travel through Madras' core on the US 26/97 couplet. The highways act as a barrier, crating challenges with creating a contiguous business district and a place that feels like a "core" of the City.

Improvements should be focused in the core area, and could include new

crosswalks and traffic calming strategies such as curb extensions, road diets, street trees, and on-street parking. Priority intersections include 4th and E Street, and other un-signalized intersections or crossings.

Comments and Questions

Community Development Director Nicholas Snead Are you seeing the plan that is generally in keeping with what you expected when we started this project back in September?

The Commission all agreed.

IX. Additional Discussion

Community Development Director Nicholas Snead I met with Lee Baggett two weeks ago he thinks his façade project will be completed mid-February. At our February meeting we will present the regional SDC comparison.

X. Adjourn

The meeting adjourned at 7:46 p.m.

Doug Lofting 3-2-16

Doug Lofting
Chair

Date

Nicholas S. Snead 3/4/16

Nicholas Snead
Community Development Director

Date