

CITY COUNCIL MEETING PACKET

AUGUST 23, 2016

DISBURSEMENTS LIST - July 2016

For Council Review and Approval

101-106	General Fund - Police	28,680.99
204	Transportations Operations Fund	40,641.05
206	Parks Fund	5,447.75
207	Tourism/Economic Development	44,676.98
306	Debt Service Fund	0.00
401	SDC Street Improvement Fund	0.00
402	SDC Park Improvement Fund	15,211.60
403	SDC Wastewater Improvement Fund	0.00
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	31,504.55
503	Wastewater Operations Fund	39,902.97
504	Industrial Site Fund	0.00
505	Community Development Fund	4,093.44
509	Airport Operations Fund	270,134.90
701/702	MRC	8,225.58
802	Internal Services Fund-Central Services	19,542.40
803	Internal Services Fund-Public Works Staff	73,146.95
804	Internal Services Fund-Buildings	18,919.44
805	Internal Services Fund-Fleet	22,962.36
999	Treasurer's Cash-Customer Refunds	42.07

GRAND TOTAL **623,133.03**

** 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
07/04/2016	DESCHUTES VALLEY WATER	Supplies for Daimler Project	126,422.56
07/04/2016	Alex Hodge Construction Inc.	West Access Road (Daimler Road)	77,546.98
07/20/2016	MID OREGON PERSONNEL SERVICES	PO 12252: Parks Temp Help: 05/25-06/24	15,044.78
07/04/2016	Latham Excavation	West Access Road	14,451.88
07/20/2016	DESCHUTES VALLEY WATER	Tie-in South	13,054.62
07/20/2016	PACIFIC POWER & LIGHT	800 SE Grizzly Road	12,238.31
07/04/2016	CENTURY WEST ENGINEERING CORPO	Wetland Delineation	11,892.83
07/04/2016	RYAN SIMMONS CONSTRUCTION	PO 10916: Removal/Replace of Sidewalk Panels	11,512.50
07/04/2016	CENTURY WEST ENGINEERING CORPO	Runway 16-34 Reconstruction Project Tsk	11,261.91
07/05/2016	JEFFERSON COUNTY ECONOMIC	Economic Development Program FY 16-17	10,957.00
07/05/2016	KIDS CLUB OF JEFFERSON COUNTY	Community Grant Funding	10,000.00
07/05/2016	JEFFERSON COUNTY SHERIFF	Dispatch Fees- July 2016	9,686.37
07/04/2016	NORTHWEST PLAYGROUND EQUIPMENT	PO 10847: Kenwood Park Playground Equipment	9,052.35
07/20/2016	MID OREGON PERSONNEL SERVICES	PO 10918: Steets Temp Help 05/25-06/24	7,919.61
07/21/2016	NORTH COAST ELECTRIC COMPANY	PO 10566: Planter Banner Arms for DT Flowers	7,440.00
07/20/2016	PACIFIC POWER & LIGHT	212 4th Street and 176 NE 7th Street	5,265.92
07/04/2016	CASCADE PUMP & IRRIGATION SERV	PO 10951 Flow Tests on City Wells	5,200.00
07/05/2016	JEFFERSON COUNTY FINANCE DEPT	Fairgrounds Bathroom payment	5,000.00
07/04/2016	HIGH DESERT MULCHING	PO 12251: 125 YDS Playground Chips	4,950.00
07/20/2016	ROGER LYNN dba	Modify Pontoon Boat for Sewer Staff	4,727.00
07/04/2016	Latham Excavation	Fill Dirt for Airport West Access Road	4,312.50
07/04/2016	GREEN THUMB INDUSTRIES LLC	Tree Removal and Replacement: 205 SE 5th, 196 SW 5th	4,200.00
07/05/2016	AIRSHOW OF THE CASCADES	Airshow funding-Community Grant	4,000.00
07/04/2016	NORTHERN ENERGY	-Propane Fuel Dispencer Parts and Labor for PW	3,800.00
07/20/2016	JEFFERSON COUNTY PUBLIC WORKS	June PW Fuel: 1043 Gal Unleaded, 842 Gal Diesel	3,790.81
07/18/2016	Pacific Power	PO 10904: Install Street Light on Hall and Hwy 97	3,772.00
07/05/2016	JEFFERSON COUNTY FINANCE DEPT	Berg Drive loan, Payment #3	3,707.66
07/05/2016	Sunbelt Controls	PO 10914: Annual HVAC Control System Maintenance	3,650.00
07/03/2016	BERG, ROB	Airport Management Services (July 2016)	3,500.00
07/18/2016	PAYNE WEST INSURANCE INC	Airport Liability insurance	3,310.00
07/18/2016	PAYNE WEST INSURANCE INC	Pollution Liability for Storage Tanks	3,237.45
07/04/2016	ROPA, INC	City Hall Counter Tops	2,890.00
07/04/2016	TAURUS POWER AND CONTROLS INC.	Sewer Blower Repair	2,800.00
07/04/2016	Mountain Sky Landscaping, Inc	Construction Services for Hwy 26 Irr. Upgrade Retainage	2,783.00
07/20/2016	PACIFIC POWER & LIGHT	410 SW 4th Street	2,484.43
07/04/2016	Michael L. Porter	Painting of B Street Maint. Shop	2,400.00
07/20/2016	MID OREGON PERSONNEL SERVICES	Solar Eclipse Temp Help: 05/25-06/24	2,289.10
07/20/2016	DESCHUTES VALLEY WATER	Kinkade and A Street	2,260.89
07/20/2016	H.A. MCCOY	General City Engineering	2,196.62
07/20/2016	PAYE, FLOYD DWAYNE	06/25/2016 Airport Spray	2,186.21
07/05/2016	Jefferson County Faith Based Network	Community Grant Funding	2,000.00
07/05/2016	MountainStar Family Road Nursery	Community Grant Funding	2,000.00
07/04/2016	Michael L. Porter	Power Wash PW Shop	1,950.00
07/20/2016	BTN PETROLEUM EQUIPMENT SERVIC	Annual filter change	1,934.46
07/20/2016	PACIFIC POWER & LIGHT	1st and B Street Lift Pump	1,820.95
07/05/2016	JEFFERSON COUNTY FINANCE DEPT	Berg Drive loan, Payment #3	1,737.17
07/04/2016	CENTURY WEST ENGINEERING CORPO	Noise Analysis	1,675.37
07/18/2016	BMS Technologies	June Utility Bills and July Utility Bill Pre-Paid	1,640.29
07/20/2016	4-R EQUIPMENT, LLC	199.31 Tons of State Spec Gravel: Daimler	1,594.48
07/04/2016	PAYE, FLOYD DWAYNE	04/05-05/08 Streets Spray	1,480.00
07/18/2016	PAYNE WEST INSURANCE INC	Pollution Liability for Airport Fuel Trucks	1,466.64
07/05/2016	CHAMBER OF COMMERCE-MADRAS	Community Grant Funding	1,435.00

Check Issue Date	Payee	Description	Check Amount
07/18/2016	Executive Information Services, Inc.	FY 2016-17 Annual Support Services	1,417.50
07/20/2016	MID OREGON PERSONNEL SERVICES	Finance Department Temp Help: 05/25-06/24	1,406.66
07/20/2016	CROOKED RIVER ADVANCED PLUMBING	Desert Peaks Repairs on Ejection Pump	1,284.25
07/20/2016	PACIFIC POWER & LIGHT	990 NW Birch Lane Pump	1,241.97
07/20/2016	BERG, ROB	Berg's Portion of Aviation Gas (May)	1,163.86
07/05/2016	LOCAL GOVERNMENT PERSONNEL INS	Annual Membership FY 16-17	1,149.00
07/04/2016	PAYE, FLOYD DWAYNE	06/15-06/22 Streets Spray	1,077.40
07/20/2016	JEFFERSON COUNTY PUBLIC WORKS	June PD Fuel: 495 Gal Unleaded	1,038.91
07/05/2016	CHAMBER OF COMMERCE-MADRAS	Community Grant Funding	1,000.00
07/05/2016	Heart of Oregon Corps Thriftstore	Community Grant Funding	1,000.00
07/04/2016	CARL SR LANDSAPING	June Weed Abatement: Lot 801, 2804, 1200	904.79
07/04/2016	SWIFT STEEL	18" Culverts and 18" Bands	877.26
07/20/2016	ROGER LYNN dba	Install Lifting Eyes on Service Boat	863.00
07/20/2016	PAYE, FLOYD DWAYNE	06/25/2016 Sewer Spray	820.00
07/20/2016	GREEN THUMB INDUSTRIES LLC	Landscape Maint (June)-Crescent Park	816.00
07/20/2016	MID OREGON PERSONNEL SERVICES	Streets Temp Help: 06/25-07/01	774.00
07/04/2016	PAYE, FLOYD DWAYNE	04/01/2016 Ally Spray 2	758.60
07/05/2016	JEFFERSON COUNTY HISTORICAL SO	Community Grant Funding	750.00
07/20/2016	DESCHUTES VALLEY WATER	S. Adams and L Street	745.40
07/20/2016	H.A. MCCOY	Bard Lane Phase 2 Project	700.00
07/18/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- July 2016	682.70
07/20/2016	PAYE, FLOYD DWAYNE	06/30/2016 Parks Spray	680.00
07/20/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	675.00
07/20/2016	PAYE, FLOYD DWAYNE	06/26/2016 Yarrow and City View Spray	653.58
07/20/2016	MID OREGON PERSONNEL SERVICES	Landscape Temp Help: 06/25-6/30	619.20
07/20/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (June)	590.00
07/04/2016	PAYE, FLOYD DWAYNE	3/28/2016 Trail Spray	560.00
07/20/2016	PACIFIC POWER & LIGHT	1st and B at NW Corner	541.87
07/20/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (New Meter)	539.55
07/18/2016	OREGON MAYORS ASSOCIATION	2016 OMA Conference: R.Embanks	537.00
07/04/2016	GREEN THUMB INDUSTRIES LLC	Landscape Maint (May)	520.80
07/04/2016	DEJARNATT LAND SURVEYS INC.	Locate Monuments of Record on Duke St. and Gard	500.00
07/05/2016	AMERICAN CANCER SOCIETY	Community Grant Funding	500.00
07/05/2016	MADRAS SPARKLERS	Community Grant Funding	500.00
07/05/2016	ROTARY CLUB OF JEFFERSON COUNT	Community Grant Funding	500.00
07/18/2016	CARL SR LANDSAPING	BOOT Lot (Next to Subway) Weed Abatement	498.96
07/20/2016	PACIFIC POWER & LIGHT	227 NE Jefferson Street #1	493.63
07/04/2016	PAYE, FLOYD DWAYNE	04/01/2016 Ally Spray	480.00
07/04/2016	Michael L. Porter	Paint Picnic Table Post Stands in Sahalee	466.00
07/20/2016	Michael L. Porter	Paint Posts and Trim on Picnic Table Pavillions	466.00
07/20/2016	DESCHUTES VALLEY WATER	1200 NW Birch Lane	465.95
07/18/2016	RICOH USA INC	PD Copier Lease (August)	463.54
07/20/2016	PACIFIC POWER & LIGHT	1990 NW Airport Way	458.82
07/20/2016	DESCHUTES VALLEY WATER	NW Adler Street	454.45
07/20/2016	PACIFIC POWER & LIGHT	2028 NW Airport Way-Aviation Building	428.34
07/04/2016	BENDEL	20002-666: City Hall Phone Charges (June-July)	427.59
07/20/2016	DESCHUTES VALLEY WATER	Cherry Lane and Andrews Way	425.70
07/04/2016	MID OREGON PERSONNEL SERVICES	Landscape Temp Help: 05/24-05/25	419.25
07/20/2016	Net Assets Corp.	June Lien Searches- 41 Searches	412.00
07/04/2016	Michael L. Porter	City Park Restrooms Paint Trim and Lattice	400.00
07/20/2016	BTN PETROLEUM EQUIPMENT SERVIC	Troubleshoot and Repair Avgas Clock Gauge	384.00
07/04/2016	BENDEL	20002-666: City Hall Phone Charges (June-July)	379.75
07/04/2016	BENDEL	20002-671: PW Building Phone Charges (June-July)	376.64
07/04/2016	PAYE, FLOYD DWAYNE	03/28/2016 Trail Spray 2	330.32
07/20/2016	FCS GROUP	Water and SDC Study	320.00
07/20/2016	PACIFIC POWER & LIGHT	600 SW Marshall Street: Skate Park	316.35

Check Issue Date	Payee	Description	Check Amount
07/20/2016	PAYE, FLOYD DWAYNE	06/29/2016 Parks Spray	314.62
07/18/2016	RICOH USA INC	PW & City Hall Copier Lease (August)	309.02
07/18/2016	RICOH USA INC	PW & City Hall Copier Lease (August)	309.02
07/18/2016	RICOH USA INC	PW & City Hall Copier Lease (August)	309.02
07/20/2016	BERG, ROB	Berg's Portion of New Hanger Rent (May)	300.00
07/20/2016	BERG, ROB	Fuel Price Change in April Payment	296.12
07/04/2016	MIKE'S MOBILE MIX CONCRETE LLC	Kenwood Playground Concrete	296.00
07/20/2016	SWIFT STEEL	18" Culverts and 18" Bands	292.42
07/04/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	Customer Satisfaction Survey Translation	290.18
07/18/2016	RICOH USA INC	Plotter Lease: August 2016	288.36
07/04/2016	BENDEL	20002-672: SWWTP Phone Charges: (June-July)	287.54
07/18/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- July 2016	279.70
07/20/2016	DESCHUTES VALLEY WATER	Grizzly and J Street Roundabout Irrigation	275.05
07/20/2016	PACIFIC POWER & LIGHT	950 SE B Street Trail Lights	273.43
07/18/2016	DEPARTMENT OF ENVIRONMENTAL QU	W. Brewer Collection Exam Application	270.00
07/18/2016	DEPARTMENT OF ENVIRONMENTAL QU	W. Brewer Treatment Application for Cert	270.00
07/20/2016	DAY WIRELESS SYSTEMS	Skate Park and and Round-a-bout Camera Repair	260.00
07/04/2016	Remington Arms Company LLC	Armorers Tool Kit	258.39
07/20/2016	MID OREGON PERSONNEL SERVICES	Landscape Temp Help: 06/27	258.00
07/20/2016	HIGH DESERT AGGREGATE & PAVING	Level 2, 1/2" HMAC	257.74
07/04/2016	HIGH DESERT AGGREGATE & PAVING	Level 2, 1/2" HMAC	255.78
07/04/2016	GREAT EARTH NATURAL FOODS	EDCO Board Meeting	252.60
07/05/2016	KIWANIS CLUB OF MADRAS	Community Grant	250.00
07/20/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (June)	250.00
07/04/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	(3) Toilet Rentals and Delivery Fee: Golf Shop	230.00
07/20/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Janitorial Services (June)	225.00
07/04/2016	MID OREGON PERSONNEL SERVICES	Landscape Temp Help: 05/24-05/25	206.40
07/04/2016	HIGH DESERT AGGREGATE & PAVING	Level 2, 1/2" HMAC	206.29
07/20/2016	DESCHUTES VALLEY WATER	Hess St and Hwy 26	201.45
07/05/2016	JEFFERSON COUNTY LITTLE LEAGUE	Community Grant Funding	200.00
07/05/2016	LUTHERAN CHURCH OF THE GOOD SHEPHERD &	Community Grant Funding	200.00
07/20/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (June)	200.00
07/20/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (New Meter)	196.85
07/20/2016	ROGER LYNN dba	Weld Flanges on Pipe for Testing	195.00
07/20/2016	PACIFIC POWER & LIGHT	2080 NW Airport Way #2	194.11
07/20/2016	PACIFIC POWER & LIGHT	230 NW B Street	190.23
07/20/2016	DESCHUTES VALLEY WATER	City View Trail	188.80
07/04/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	FY 2016-17 Utility Rate Flyer Translation	185.00
07/20/2016	DESCHUTES VALLEY WATER	Crescent Park Yarrow Phase 2	184.20
07/04/2016	BENDEL	20002-665: Airport Way Phone Charges (June-July)	168.84
07/18/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	166.88
07/20/2016	DESCHUTES VALLEY WATER	Airport Way	165.80
07/20/2016	DESCHUTES VALLEY WATER	1076 SW Hwy 97 Irrigation	163.50
07/20/2016	DESCHUTES VALLEY WATER	SW Fairgrounds Rd	158.90
07/20/2016	DESCHUTES VALLEY WATER	Yarrow Roundabout	152.00
07/04/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (March)	150.00
07/18/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	141.21
07/20/2016	DESCHUTES VALLEY WATER	Sixteenth and Hillcrest	133.60
07/20/2016	PACIFIC POWER & LIGHT	Street Lights	119.93
07/04/2016	GREEN THUMB INDUSTRIES LLC	Swale Work Across from Truck Stop	110.00
07/20/2016	PACIFIC POWER & LIGHT	Corner of I and 5th Street	109.70
07/18/2016	CENTURYLINK	Internet Services for Golf Course (June-July)	108.98
07/20/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Parks Dept	105.00
07/20/2016	Life Line Screening	Room Rental Deposit Refund	100.00
07/20/2016	Life Line Screening	Rental Fee Refunded (Cancelled Meeting)	100.00
07/04/2016	Sean Gallagher	WA/Sewer Refund - S. Gallagher	97.24

Check Issue Date	Payee	Description	Check Amount
07/20/2016	PACIFIC POWER & LIGHT	Cherry and Demers Drive	96.38
07/20/2016	DESCHUTES VALLEY WATER	Bean Park	95.55
07/18/2016	Donald McKee	Sewer Refund- D. McKee	95.03
07/04/2016	BENDEL	20002-666: City Hall Phone Charges (June-July)	94.69
07/04/2016	BENDEL	20002-666: City Hall Phone Charges (June-July)	94.69
07/20/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage-June 2016	92.69
07/18/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	90.04
07/20/2016	PACIFIC POWER & LIGHT	1st and B Shop	89.62
07/04/2016	Thai Hoang	WA/Sewer Refund - T. Hoang	73.60
07/20/2016	DESCHUTES VALLEY WATER	1210 SW Hwy 97 Irrigation	73.00
07/20/2016	PACIFIC POWER & LIGHT	216 NW B Street	65.44
07/20/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	64.66
07/04/2016	CENTRAL OREGON FIRST AID	First Aid Supplies City Hall	63.00
07/20/2016	DESCHUTES VALLEY WATER	725 SE Buff Street	60.50
07/28/2016	CENTURYLINK	Internet Services for Airport (August 2016)	59.27
07/20/2016	PACIFIC POWER & LIGHT	Trail Lights: 682 NW Hwy 97	58.95
07/20/2016	PACIFIC POWER & LIGHT	1st and D Impound Lot	57.66
07/20/2016	PACIFIC POWER & LIGHT	C Street Between 7th and 8th	56.67
07/04/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
07/20/2016	DESCHUTES VALLEY WATER	1167 SW Hwy 97 Irrigation	54.25
07/20/2016	PACIFIC POWER & LIGHT	380 Canyon Road	54.16
07/20/2016	PACIFIC POWER & LIGHT	675 SE Buff Street	49.64
07/20/2016	CASCADE NATURAL GAS	125 SW E Street- July 2016	47.27
07/18/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- July 2016	43.61
07/20/2016	DESCHUTES VALLEY WATER	Cherry Lane and Berg Drive	43.30
07/04/2016	MCHANEY, TAMMY	OSP Crime Lab Training Mileage Reimbursement	43.20
07/18/2016	Gary Holcombe	Overpayment: G.Holcombe	42.07
07/20/2016	PACIFIC POWER & LIGHT	28 NE Plum Street (Trail Lights)	41.00
07/20/2016	CASCADE NATURAL GAS	216 NW B Street- June 2016	40.85
07/20/2016	PACIFIC POWER & LIGHT	2260 NW Airport Way	38.62
07/20/2016	PACIFIC POWER & LIGHT	701 NW Cherry Lane	37.05
07/20/2016	DESCHUTES VALLEY WATER	Ashwood and Bean Drive	36.40
07/20/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Streets Dept.	35.00
07/20/2016	PACIFIC POWER & LIGHT	216 NW B Street	34.62
07/20/2016	PACIFIC POWER & LIGHT	Birdie Lane: Sewer Lift	34.16
07/04/2016	Jean Guiney	Sewer Refund- J. Guiney	32.64
07/20/2016	PACIFIC POWER & LIGHT	Corner of Tracie and Adams	32.02
07/20/2016	DESCHUTES VALLEY WATER	Floyd and Kerwood	30.65
07/20/2016	ONE CALL CONCEPTS INC.	OR Utility Notification Center Tickets: July	30.45
07/20/2016	PACIFIC POWER & LIGHT	2142 NW Berg Drive	30.06
07/18/2016	PUDDY, SARA	Mileage Reimbursement: Notary Training	29.38
07/20/2016	PACIFIC POWER & LIGHT	1838 NW Demers Drive Shop	29.08
07/20/2016	DESCHUTES VALLEY WATER	Berg Drive	28.35
07/20/2016	DESCHUTES VALLEY WATER	898 SW Hwy 97	27.20
07/18/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	25.67
07/20/2016	DESCHUTES VALLEY WATER	760 NW Birch Lane	24.90
07/20/2016	DESCHUTES VALLEY WATER	Buff Street	22.60
07/20/2016	DESCHUTES VALLEY WATER	COCC Bike Path	21.45
07/20/2016	CASCADE NATURAL GAS	2028 NW Airport Way- June 2016	20.04
07/04/2016	Chris Walters	Sewer Refund- C. Walters	19.50
07/20/2016	PACIFIC POWER & LIGHT	Corner of 4th and J Street	18.48
07/20/2016	PACIFIC POWER & LIGHT	212 SW 5th Street, 2nd Meter	18.48
07/20/2016	PACIFIC POWER & LIGHT	B Street and Kinkade	18.48
07/20/2016	DESCHUTES VALLEY WATER	800 SE Grizzly Road	18.00
07/20/2016	DESCHUTES VALLEY WATER	2020 NW Berg Drive	18.00
07/04/2016	Aurelio Perez	Sewer Refund- A. Perez	17.61

Check Issue Date	Payee	Description	Check Amount
07/04/2016	Elmer Felix	Sewer Refund- E.Ward	13.97
07/20/2016	Elmer Ward	Sewer Refund- E. Ward	13.97
07/18/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	12.66
07/04/2016	HANSEN, MEGAN	Mileage Reimbursement: Bank, SaniStar	11.88
07/04/2016	Misty Adams	Sewer Refund- M. Adams	11.50
07/20/2016	CASCADE NATURAL GAS	226 NW B Street- June 2016	11.24
07/04/2016	HOLLYMAN, KORALYNN	Mileage Reimbursement: Bank, Post Office and Airport	8.15
07/20/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage-June 2016	3.84
07/20/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage-June 2016	3.11
07/20/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage-June 2016	.36
07/04/2016	Cynthia and Jeremy Wooldridge	WA/Sewer Refund - C. Wooldridge	.26
07/04/2016	BENDEL	20002-669: Community Dev. Charges (June-July)	.15
Grand Totals:			<u>509,859.91</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - BOTC"

**Bank of America Purchase Cards
July 2016**

Date	Payee	Description	Amount
7/11/2016	SAIF CORPORATION	SAIF CORPORATION - Annual Payment	\$12,099.78
7/11/2016	SAIF CORPORATION	SAIF CORPORATION - Annual Payment	\$12,035.95
7/20/2016	NORTHSTAR CHEMICAL INC	NORTHSTAR CHEMICAL - PO 12201: 1650 Gal Aluminum Chlorohydrate	\$6,765.00
7/11/2016	SAIF CORPORATION	SAIF - Annual Payment (Partial Payment for PW)	\$3,809.00
7/21/2016	PBM PENTON BUS BOOKS	EQUIPMENT WATCH - PO 10569: Blue Book Rental Estimator Pkg.	\$3,105.00
6/30/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Dogwood, Runway and Beige Services (June)	\$2,697.44
6/30/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC-PO10903: Installation of Electrical Conduit/Fire Boxes	\$2,290.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Solar Eclipse Agreement	\$1,894.00
7/19/2016	SUMMIT POWER SYSTEMS, INC	SUMMIT POWER - Annual Maint. of Automated Weather Obser. System	\$1,830.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Renewal of FBO Airport Mgmt Services Agrmnt	\$1,814.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Public Records Request-American Transparency	\$1,552.00
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (July)	\$1,538.88
7/11/2016	AG WEST SUPPLY MADRAS	AG WEST - Engine for #212 Greens Mower	\$1,516.95
7/18/2016	CASCADE COLUMBIA	CASCADE COLUMBIA - Nalco Drum	\$1,512.12
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - WW Ops Misc. Matters	\$1,478.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Central Services Misc. Matters	\$1,396.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - RMJ Advisory Committee	\$1,352.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - RMJ Advisory Committee	\$1,352.00
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (July)	\$1,302.13
7/18/2016	CARLSON TESTING INC	CARLSON TESTING - ODOT Technician	\$1,251.88
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Public Works Misc. Matters	\$1,231.00
7/13/2016	Northern Energy	NORTHERN ENERGY - 386.4 Gal of Propane	\$1,008.96
6/26/2016	CASELLE	CASELLE - Monthly Support Services (July)	\$987.67
7/19/2016	SUMMIT POWER SYSTEMS, INC	SUMMIT POWER - AWOS Certified Maint. & Inspection Services	\$955.00
6/30/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS MADRAS - Fertilizer for Parks	\$920.00
7/11/2016	SAIF CORPORATION	SAIF CORPORATION - Annual Payment	\$835.46
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (July)	\$828.61
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Park Litter Cans (June)	\$805.90
6/30/2016	PACIFIC POWER GENERATION	PACIFIC POWER - Install Fuel Level Gauge for City Hall Alarm Issue	\$794.44
7/19/2016	VZWRLSS MY VZ VB P	VERIZON - All PW Staff Cell Phones (July)	\$792.22
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Public Contracting Updates	\$736.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Public Contracting Updates	\$736.00
6/29/2016	TS & S FORD	TS & S - Replace Ignition and Door Locks for Surplus	\$695.83
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$675.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$675.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Warm Springs Truck Stop	\$675.00
7/14/2016	TS & S FORD	TS & S FORD - # 42 F-250 Steering Column and Shifter	\$649.97
7/20/2016	CARSON - CREDIT	CARSON - 1567 Gal Biodiesel and 112 Gal Non-Ethanol	\$642.06
6/30/2016	TRASHCANSUNLIMITED	TRASH CANS UNLIMITED - Kenwood Park Trash Cans	\$635.25
6/28/2016	SONSRAY MACHINERY LLC	SONSRAY MACHINERY - Shock Mount for #590 Back Hoe	\$629.50
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Land Use	\$624.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Install Outlets at Golf Course	\$598.52
7/5/2016	MADRAS TIRE FACTORY	MADRAS TIRES - Repair Front End and Balance/Rotate Tires #108	\$552.10
6/29/2016	AG WEST SUPPLY MADRAS	AG WEST - New Mower due to Model Change	\$535.00
6/29/2016	AG WEST SUPPLY MADRAS	AG WEST - New Mower: Model Change-Credited Back	\$535.00
7/14/2016	WILBUR ELLIS MADRAS	WILBUR ELLIS MADRAS - Golf Greens Fertilizer	\$534.50
7/18/2016	LAWSON PRODUCTS	LAWSON Product 18 volt drill for building maint. with quick charger	\$498.83
7/20/2016	CARSON - CREDIT	CARSON - 147 Gal Biodiesel and 66 Gal Non-Ethanol	\$497.52
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - ADA Transition Plan	\$496.00
6/24/2016	MADRAS MARINE INC	MADRAS MARINE - Power Head for Weed Eater SWWTP	\$474.20
7/12/2016	MADRAS AUTO PARTS	MADRAS AUTO - #146 Fuel Trk. at Airport: Carburetor	\$465.27
6/24/2016	MADRAS MARINE INC	MADRAS MARINE INC - Weed Eater for SWWTP	\$461.60
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Connected Rigid Conduit to Panel	\$460.34
7/19/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Binders, Tape, Paper, Post-its, Envelopes, etc.	\$429.74
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Time, Place and Manner	\$407.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Time, Place and Manner	\$407.00
7/15/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Bolts and Nuts for #106 Grader	\$403.26
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Sheet Protectors, Color Paper and Notebooks	\$402.94
7/5/2016	LES SCHWAB #0013	LES SCHWAB - Shocks for #69	\$398.04
7/8/2016	USA BLUE BOOK	USA BLUE BOOK - Water Line Repair Clamps	\$391.55

**Bank of America Purchase Cards
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<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/12/2016	FERRELLGAS L P	FERRELLGAS - 250 Gal Propane Tank	\$385.48
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Water Line Easement w/ Jeff. Co.	\$352.00
7/11/2016	NCEES.ORG	NCEES.ORG - J. Hurd: PE Exam in Salem	\$350.00
6/30/2016	DETAIL PLUS	DETAIL PLUS - Clean and Detail Water Tk 08	\$350.00
6/23/2016	DSU PETERBILT BASIN AVE	DSU PETERBILT - Switch for Swartz Sweeper	\$347.24
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - PW Exterior Lights Maintenance	\$320.04
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Duplicate Receipt- Received Credit	\$320.04
7/19/2016	LAWSON PRODUCTS	LAWSON PRODUCTS - Repair Supplies: Screws, Connectors and Bits	\$311.80
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Budget Hearing 6/1	\$310.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Troubleshoot Pump and Replaced Floats	\$305.25
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Jeff. Co. Enterprise Zone Re-designation	\$304.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - MRC Supplemental Budget Hearing	\$294.50
7/11/2016	AG WEST SUPPLY MADRAS	AG WEST - Edger Engine Parts: Belts, Engine	\$292.59
7/14/2016	BEND RIGGING SUPPLY LLC	BEND RIGGING SUPPLY - Straps for Boat Lift	\$289.17
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Amendment to Wilbur-Ellis Lease	\$288.00
7/13/2016	USA BLUE BOOK	USA BLUE BOOK - Safety Glasses, First Aid Kit and Life Vests	\$282.91
6/28/2016	MILLER LUMBER 0003	MILLER LUMBER - 4 X 4 posts for Kenwood Playground Border	\$278.00
6/28/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - Scissor Lift Rental	\$277.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Personnel Share Agreement	\$272.00
7/13/2016	STANDARD GOLF COMPANY	STANDARD GOLF COMPANY - Flag Sticks	\$265.00
7/13/2016	GALLS HQ	GALLS - Carrier Ext Mollies	\$260.00
7/12/2016	VINYLGUARD	VINYLGUARD - Flagstick Liners	\$259.50
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Miscellaneous Legal Advice	\$256.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Election of Mayor 6/1	\$255.76
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Ink Cartridge for Plotter and Ink Pens	\$254.73
7/8/2016	A E NELSON LEATHER COMPAN	A E NELSON LEATHER COMPANY - Officer Notebooks	\$254.25
6/28/2016	RICOH USA, INC	RICOH - City Hall/PW Printer Copier Usage (July)	\$254.12
6/30/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Replace Outside Lights for PW Maint. Shop	\$250.75
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Install FSD Cast Box and Connect to Conduit	\$240.45
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (July)	\$236.75
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Color Paper and Linen Paper	\$232.57
7/18/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - PW: Creamer, Sugar and Coffee	\$231.40
7/6/2016	THE HOME DEPOT #4032	THE HOME DEPOT - Parks Edger Parts: Blades and Hopper	\$230.90
6/30/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - LIG Services (June)	\$230.58
6/28/2016	RICOH USA, INC	RICOH - City Hall/PW Printer Copier Usage (July)	\$228.65
6/24/2016	MADRAS MARINE INC	MADRAS MARINE - Stihl Hand Blower for SWWTP	\$224.95
6/28/2016	RICOH USA, INC	RICOH - PD Printer Copier Usage (July)	\$215.74
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Willowbrook Final Plat Application	\$208.00
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Shop Services (June)	\$203.86
7/13/2016	DETAIL PLUS	DETAIL PLUS - #65 Detail	\$200.00
7/15/2016	DETAIL PLUS	DETAIL PLUS - Truck #41 Detail Cleaning	\$200.00
7/19/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - PD Internet (July)	\$195.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Weed Abatement Contracts	\$195.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - IGA Fuel Station Surcharge	\$194.50
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - IGA Fuel Station Surcharge	\$194.50
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Budget Hearing	\$191.81
7/6/2016	DETAIL PLUS	DETAIL PLUS - Detail on #42	\$185.00
7/12/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Re-hook Pump Motor at Headworks and Install Blower	\$184.25
7/19/2016	INTL SOC ARBORICULTURE	INTL SOC ARBORICULTURE - Annual Dues	\$180.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Budget Hearing 6/15	\$178.25
7/20/2016	MADRAS PAINT AND GLASS	MADRAS PAINT AND GLASS - Cable, Linelazer and Kit Filter Cap	\$175.55
6/30/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Remove Old Lights and Install LED	\$175.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Legal Request for Proposals	\$174.39
7/1/2016	R AND R PRODUCTS INC	R AND R PRODUCTS INC - Tines for Golf Course	\$171.45
7/7/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Tea, Creamer, Cups and Coffee	\$170.95
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Enterprise Zone Agreement	\$166.00
7/20/2016	MADRAS AUTO PARTS	MADRAS AUTO - Compressor Parts: Beacon Light, Hose Reel for #150	\$164.82
6/30/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (July)	\$163.07
7/11/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - 5 day BOD Test and Total Suspended Solids	\$162.00
7/1/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - 5 day BOD Test and Total Suspended Solids	\$162.00

**Bank of America Purchase Cards
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<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/21/2016	BI-MART	BI-MART - Ink and Streets Camera Replacement	\$161.93
6/28/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY COFFE - Tea, Cups and Coffee	\$155.15
6/30/2016	PHILS HARDWARE	ACE - Boat Additions: Chain, Snap Connectors, Tape, Bolts, Paint, Plug	\$151.13
7/14/2016	TS & S FORD	TS & S FORD - Mud Flaps for #151 and #69	\$149.97
6/24/2016	CARHARTT	CARHARTT - Work Shirts	\$149.95
7/21/2016	SQ D'S LOCK AND KE	D's LOCK & KEYS - Repair Door Lock Assembly at PW	\$148.00
7/12/2016	PHILS HARDWARE	ACE - Sign Post Cutting: Wheel, Angle Grinder, Blade	\$146.90
7/6/2016	MADRAS AUTO PARTS	MADRAS AUTO - Parts for Water Tk 08: Circuit Tester, Ball Stinger, Belt	\$142.99
7/12/2016	TS & S FORD	TS & S - #65 Ford Door Weather Strip	\$142.14
6/30/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (July)	\$137.99
7/11/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Internet Services (June and July)	\$137.85
7/20/2016	USA BLUE BOOK	USA BLUE BOOK - Water Line Repair Clamps	\$137.78
7/8/2016	PHILS HARDWARE	ACE - Return Reel, Pontoon Additions: Winch Wiring Supplies	\$136.27
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Public Notice: Marijuana Sales	\$133.69
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Ballot Title Impose City Tax	\$133.69
6/29/2016	ADT SECURITY 028305621	ADT SECURITY - PW Building Security System: July-Oct	\$130.65
7/18/2016	EVOQUA WATER TECHNOLOGY	EVOQUA WATER TECHNOLOGY - Connectors	\$130.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Airshow Agreement	\$128.00
7/15/2016	MADRAS AUTO PARTS	MADRAS AUTO - Battery for Radar Trailer	\$125.42
7/7/2016	USA BLUE BOOK	USA BLUE BOOK - Soap, Nalgene Quick-Action Spigot and Wipes	\$121.04
7/14/2016	PITNEY BOWES PI	PITNEY BOWES - Term Rental for Postage Machine (April-June)	\$120.95
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Monthly Support Services (July)	\$118.38
7/12/2016	SUBWAY 03116878	SUBWAY - Law Enforcement Meeting Meal	\$118.25
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - RFQ for Local Commercial Dev. Recruitment	\$112.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Tourism/Economic Dev. Misc Solar Eclipse	\$112.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - MRC Mis. Matters-Madras Bowl	\$112.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Supplemental Budget Hearing	\$108.50
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Budget Hearing	\$108.50
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Supplemental Budget 6/22	\$108.50
7/15/2016	MADRAS AUTO PARTS	MADRAS AUTO - Tool Box Lift Cylinders for #65	\$106.41
7/21/2016	TURF STAR INC	TURF STAR - Engine Mount, Screws and Washers	\$104.58
7/12/2016	AMAZON.COM AMZN.COM/BILL	AMAZON.COM - Phones Cases	\$100.64
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - PD and City Hall Services (June)	\$98.66
7/9/2016	ABBY'S PIZZA 53	ABBY'S PIZZA - Patrol Reserves Meeting Meal	\$95.21
7/20/2016	TS & S FORD	TS & S - Floor Mats for #151	\$95.00
6/28/2016	TURF STAR INC	WESTERN EQ - Bearing Ball and Bearing Spacer	\$94.51
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Appeal of Sewer Charges	\$92.00
7/18/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Test Plugs and Replace Covers	\$91.25
7/8/2016	STAPLES DIRECT	STAPLES - File Organizer and Digital Voice Recorder	\$89.98
6/28/2016	RICOH USA, INC	RICOH - City Hall/PW Printer Copier Usage (July)	\$89.98
7/13/2016	FIGAROS PIZZA	FIGAROS PIZZA - Solar Eclipse Meeting 7/13 Meal	\$89.88
7/19/2016	CONSOL SUPP-#100	CONSOL SUPPLY - 3 Portball Meter Valves	\$88.33
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Bean Foundation MOU	\$88.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Bean Foundation MOU	\$88.00
6/30/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (July)	\$87.81
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Golf Course Services (June)	\$87.28
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Legal Request for Qualifications	\$87.15
7/7/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Creamer and Coffee	\$85.35
6/27/2016	PHILS HARDWARE	ACE -Tape, Paint , Brushes, Caulking, and Grip Surface	\$84.94
7/12/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - 489 SE 6th and 26 SE Hillcrest: Total Coliform Test	\$84.00
7/11/2016	MADRAS MARINE INC	MADRAS MARINE - Rope, Anchor and Lock	\$81.95
7/15/2016	MADRAS BODY AND GLASS	MADRAS BODY - Install New Drivers Door Seal #65	\$81.00
7/13/2016	Amazon.com	AMAZON - Wireless Keyboard and Mouse for S.Webb	\$80.06
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Marijuana Tax	\$80.00
6/29/2016	CENTRAL OREGON FIRST AID	CENTRAL OREGON FIRST AID - 1st Aid Kit Restock	\$77.85
7/11/2016	FIGAROS PIZZA	FIGAROS PIZZA - Pizza for TSP Open House	\$77.46
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Confidential Matter	\$76.00
7/7/2016	EARTH2O	EARTH2O - Water for Parks	\$75.55
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Transfer Station (June)	\$75.48
7/11/2016	AG WEST SUPPLY MADRAS	AG WEST - Hardware for Hanging Baskets	\$75.08

Bank of America Purchase Cards

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<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - SWWTP Services (June)	\$71.15
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Bond Paper and Ink Pens	\$70.94
7/21/2016	STAPLES DIRECT	STAPLES - Desk Organizer and Hole Puncher	\$70.48
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Troubleshoot City Hall Lighting Panel	\$70.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Inspected Hand Dryers in Bathrooms	\$70.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Duplicate Receipt- Received Credit	\$70.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Duplicate Receipt- Received Credit	\$70.00
6/28/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Troubleshoot Irrigation Controller	\$70.00
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Legal Ordinance 6/8	\$69.74
7/12/2016	MADRAS AUTO PARTS	MADRAS AUTO - Replumb Air System on Tk 69: Nipple, Gasket, Grease	\$69.57
7/13/2016	CENTURYLINK/SPEEDPAY	CENTURYLINK - Monthly Phone Services (June-July)	\$68.92
7/19/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - Loan Agreement: David Potter	\$68.00
7/19/2016	SAFEWAY STORE00019604	SAFEWAY - Main Dish for Employee Appreciation Picnic	\$67.77
6/28/2016	RICOH USA, INC	RICOH - PW Building Copier Usage (July)	\$67.13
7/7/2016	DSU PETERBILT BASIN AVE	DSU PETERBILT # 53 Elgin Sweeper Key Switch Assembly .	\$66.96
7/21/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Toilet Paper	\$66.10
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Transfer Station (June)	\$65.28
7/19/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - Demand Letter to Madras Bowl	\$64.00
6/30/2016	MISSION LINEN	MISSION LINEN - City Hall Mat Services (June)	\$62.65
7/18/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$62.65
7/19/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - Daimler Trucks Dev. Project	\$62.00
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Linen Copy Paper	\$61.18
7/19/2016	MADRAS MARINE INC	MADRAS MARINE - Fuel Gauge and Charge Cable for #150	\$60.50
7/19/2016	ONTIMESUPPLIES.COM OFF	ON TIME SUPPLIES - Storage Boxes	\$60.32
7/19/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - MRC Miscellaneous Matters	\$60.00
7/13/2016	MADRAS AUTO PARTS	MADRAS AUTO - Air Hose for Hose Reel on Tk 150	\$59.99
7/1/2016	ADT-PROTECT YOUR HOME	ADT-PROTECT YOUR HOME - Golf Shop Security	\$59.99
7/20/2016	PHILS HARDWARE	ACE - Wasp Spray	\$59.88
7/13/2016	CENTURYLINK/SPEEDPAY	CENTURYLINK - Monthly Phone Services (June-July)	\$58.10
7/7/2016	SNOWS CLEANERS	SNOWS CLEANERS - M.Brown Patch and Stripe Change	\$57.75
6/30/2016	ABBY'S PIZZA 53	ABBY'S PIZZA - Meal for PW Party	\$56.05
7/15/2016	PHILS HARDWARE	ACE - Batteries	\$55.96
7/3/2016	ERICKSONS TW MADRAS	ERICKSONS - Candy for 4th of July Parade	\$54.84
7/12/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Labels and Pens	\$54.56
7/11/2016	ERICKSONS TW MADRAS	ERICKSONS - TSP Open House	\$54.33
7/18/2016	AG WEST SUPPLY MADRAS	AG WEST - Gas for Torch	\$54.30
7/11/2016	PHILS HARDWARE	ACE - Truck Fuse and Gas Can for Lawn Maintenance	\$51.98
7/5/2016	PHILS HARDWARE	ACE- Nuts and Bolts for Flange for Woodworth Irr., Gloves and Wrench	\$51.58
7/19/2016	VZWRLSS MY VZ VB P	VERIZON - S. Puddy Cell Phones (2 months of Service)	\$50.84
7/19/2016	VZWRLSS MY VZ VB P	VERIZON - S. Puddy Cell Phones (2 months of Service)	\$50.83
7/13/2016	MADRAS AUTO PARTS	MADRAS AUTO - Fuel Nozzle Swivel for Diesel Tank	\$48.99
7/6/2016	PHILS HARDWARE	ACE - Fluid for Power Steering and Lock Keysafe for GAB	\$48.97
7/15/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - Fuel Charge for Man Lift for Maint.	\$48.00
7/19/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV-Berg Drive ROW Dedication & Strmwtr Easement	\$48.00
7/8/2016	NAPA AUTO 0023005	NAPA AUTO - SBR Blower #3 Air Line Repair	\$47.97
7/11/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Internet Services (June and July)	\$45.95
7/5/2016	CESSCO INC	CESSCO - Pump Volute for Trash Pump at Golf Course	\$45.59
7/7/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - Well #3 Lab: Nitrate	\$45.00
7/15/2016	PHILS HARDWARE	ACE - Parks Irrigation Parts: Trimmer, Pex, Couple, Clamp	\$44.73
7/8/2016	PHILS HARDWARE	ACE - Pontoon Additions: Butt Connectors for Winch, Light	\$42.79
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Fishing Pond Litter Cans (June)	\$42.09
7/7/2016	GALLS HQ	GALLS HQ - Duty Holster with Taser Addition	\$42.00
7/14/2016	BULLET RENTAL AND SALES I	BULLET RENTALS - Gloves and Paint Stick	\$40.10
7/13/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - Well #3 Uranium and Volatile Test	\$40.00
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (July)	\$40.00
7/13/2016	SOS OR COMM REGISTRY	SOS OR COMM REGISTRY - K.Coleman Notary Renewal Fee	\$40.00
7/1/2016	PHILS HARDWARE	PHILS HARDWARE - Trash Can Liners	\$39.98
6/30/2016	SAFEWAY STORE00019604	SAFEWAY - Flowers for Employee Appreciation	\$38.98
7/11/2016	PHILS HARDWARE	ACE - Batteries and Tire Gauge	\$38.97
7/1/2016	PHILS HARDWARE	ACE - Funnel and Rags for NWWTF	\$37.97

Bank of America Purchase Cards

July 2016

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/27/2016	PHILS HARDWARE	PHILS HARDWARE - Cleaning Supplies	\$37.95
7/20/2016	PHILS HARDWARE	ACE - Shop Towels, Flashlight, Knife, Clamp and Battery	\$36.44
6/30/2016	MISSION LINEN	MISSION LINEN - Public Works Mat Services (June)	\$35.89
7/18/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$35.89
7/18/2016	AG WEST SUPPLY MADRAS	AG WEST - Gas for Torch	\$35.80
6/24/2016	STAPLES DIRECT	STAPLES - Pens and Post-it's	\$35.42
7/6/2016	TS & S FORD	TS & S - #65 Ford Weather Stripping for Drivers Door	\$35.12
7/19/2016	PHILS HARDWARE	PHILS HARDWARE - Marking Paint	\$34.95
7/19/2016	STAPLES DIRECT	STAPLES - Desktop Organizer and File Folders	\$34.88
6/24/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Sheet Protectors	\$34.86
7/18/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Airport Services (June)	\$34.76
7/12/2016	PHILS HARDWARE	ACE - Nuts, Bolts, Key Ring Holder and Organizer for Trk 149	\$34.48
7/14/2016	PITNEY BOWES PI	PITNEY BOWES - Term Rental for Postage Machine (April-June)	\$34.41
6/29/2016	MADRAS AUTO PARTS	MADRAS AUTO - Hitch Accessories for Water Truck	\$34.18
7/7/2016	CC-88 MADRAS TOWNE PUMP	MADRAS TOWN PUMP- Gas for City Vehicle	\$33.37
7/13/2016	BI-MART	BI-MART - Bicycle Tire Pump and Camera Batteries	\$33.37
7/19/2016	STAPLES DIRECT	STAPLES - Note Pads, Pens and Binder Clips	\$32.46
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (July)	\$32.00
6/27/2016	IN MADRAS COMPUTERS	MADRAS COMPUTERS - Flash Drive	\$32.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Franchise Agreement-Monilitie LLC	\$32.00
7/19/2016	BRYANT, LOVLIE & JARV	BRYANT, LOV & JARV - Community Dev. Misc. Matters	\$32.00
7/5/2016	EARTH2O	EARTH2O - Water for WW	\$31.95
6/30/2016	WOLFE TRUCK & EQUIPMENT	WOLFE TRUCK & EQUIP - Wheel Nut Covers for Tk 08	\$30.00
6/24/2016	PHILS HARDWARE	ACE - Tie Down Straps for Tk #151	\$29.90
7/12/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Proposed Supplemental Budget	\$29.06
7/6/2016	HAGEMEISTERS ENTERPRISES	HAGE MEISTERS - Starter Relay for 4500 D Ruff Mower	\$29.00
7/11/2016	SAIF CORPORATION	SAIF CORPORATION - Annual Payment	\$28.81
6/28/2016	PRESTIGE FLAG	PRESTIGE FLAG - Sign for Golf Course	\$28.69
7/16/2016	SAFEWAY STORE00019604	SAFEWAY STORE - Lysol and Febreeze	\$28.56
7/13/2016	JACKALOPE GRILL	JACKALOPE GRILL - OCCMA Networking Dinner	\$27.00
7/19/2016	PHILS HARDWARE	ACE - Paint Scrapers for TS & S Window Cleanup	\$26.94
7/1/2016	RED SHED PUBLIC HOUSE	RED SHED - J.Hurd/B.Montgomery: Meal- Eval. Broadband Delivery	\$26.45
6/30/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (July)	\$25.09
7/7/2016	BULLET RENTAL AND SALES I	BULLET RENTAL - Jumping Jack Rental for H2O Line: NE 7th	\$25.00
6/23/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH - N.Snead: Lunch- Mtg w/ Chuck Arnold	\$24.80
7/12/2016	PHILS HARDWARE	PHILS HARDWARE - Batteries for Parks	\$23.98
6/24/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Paper for Plotter Printer	\$23.15
6/30/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round a Bout Services (June)	\$23.00
6/30/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round a Bout Services (June)	\$23.00
7/19/2016	PHILS HARDWARE	PHILS HARDWARE - Parks Tools: Bit Speedbox, Socket Adapter	\$22.97
7/12/2016	MISSION LINEN	MISSION LINEN - Airport Mat Services (June)	\$22.72
6/29/2016	MADRAS AUTO PARTS	MADRAS AUTO - Cleaning Products	\$22.58
7/11/2016	MADRAS MARINE INC	MADRAS MARINE - Air Filter for Weed Eaters	\$22.50
7/14/2016	PITNEY BOWES PI	PITNEY BOWES - Term Rental for Postage Machine (April-June)	\$22.43
6/25/2016	STAPLES DIRECT	STAPLES - Dry Erase Board	\$21.44
7/6/2016	PHILS HARDWARE	ACE- Clamps, Clamps for Rail, Nuts and Bolts w/ Paint Return	\$21.15
6/30/2016	PHILS HARDWARE	ACE - Fasteners and Nuts	\$20.97
7/14/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Cleaner for Paint Gun	\$20.94
7/5/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Belt for Water Pump	\$20.64
6/28/2016	PHILS HARDWARE	ACE- Nuts and Bolts for Flange for Woodworth Irrigation	\$20.39
7/1/2016	PHILS HARDWARE	PHILS HARDWARE - Trash Can	\$19.99
7/5/2016	PHILS HARDWARE	PHILS HARDWARE - Cleaning Supplies	\$19.98
6/24/2016	PHILS HARDWARE	ACE - Concrete Patch and Caulking	\$19.98
6/24/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Paper for Plotter	\$19.88
6/30/2016	TURF STAR INC	WESTERN EQ - Plate and Draw Latch	\$19.59
7/1/2016	PAYPAL SURPLUSCITY	PAYPAL SURPLUS CITY - Phone Cover	\$18.99
7/12/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Clipboards and Legal Pads	\$18.55
6/23/2016	ERICKSONS TW MADRAS	ERICKSONS - RMAC Meeting: Snacks	\$18.37
7/12/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$17.10
7/20/2016	MISSION LINEN	MISSION LINEN - Wastewater Mat Services (July)	\$17.10

**Bank of America Purchase Cards
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<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/7/2016	PHILS HARDWARE	ACE - Steel for Mounting of Solar Panel on Radar Trailer	\$16.98
7/14/2016	ERICKSONS TW MADRAS	ERICKSONS - Beverages for COLES Meeting	\$16.04
7/11/2016	FIGAROS PIZZA	FIGAROS PIZZA - Pizza for TSP Open House	\$14.00
7/4/2016	MADRAS MARINE INC	MADRAS MARINE - Life Safer Foam Cushion	\$13.99
7/14/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$13.00
6/30/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (July)	\$12.54
7/5/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.50
7/13/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.50
7/18/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.50
7/19/2016	CELLULAR CONNECTION 4034	CELLULAR CONNECTION - R.Fulton: New Phone Setup	\$9.99
7/11/2016	NAPA AUTO 0023005	NAPA AUTO - Battery Box for Boat	\$9.99
7/13/2016	MADRAS MARINE INC	MADRAS MARINE - Edger Blades	\$9.98
6/24/2016	ERICKSONS TW MADRAS	ERICKSONS - First Aid Products	\$9.68
7/19/2016	PHILS HARDWARE	ACE - 2 Cycle Fuel Mix for Hot Saw	\$8.99
6/28/2016	PHILS HARDWARE	ACE - Quick Splice for Airline Repair on Tk 8	\$8.40
6/29/2016	DOLLAR TREE	DOLLAR TREE - Plates, Bowls and Pop for PW Party	\$8.10
7/4/2016	American Energy	AMERICAN ENERGY - Veh wash 802	\$8.00
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (July)	\$8.00
7/12/2016	COVENANT TECHNOLOGY SOLUT	COVENANT - Email Encryption (July)	\$8.00
6/30/2016	PHILS HARDWARE	PHILS HARDWARE - Saw Bar Oil	\$7.99
7/8/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Steno Note Books	\$7.14
6/28/2016	BI-MART	BI-MART - Air Filter for Weed Eater	\$6.51
7/13/2016	American Energy	American Energy - Vehicle Carwash 1001	\$6.00
7/13/2016	American Energy	AMERICAN ENERGY -Vehicle Carwash 1002	\$6.00
7/20/2016	American Energy	AMERICAN ENERGY- Veh Wash #1301	\$6.00
7/18/2016	PHILS HARDWARE	PHILS HARDWARE - Fasteners and Eye Bolts	\$5.02
7/19/2016	DOLLAR TREE	DOLLAR TREE - Soap, Wipes and Knifes	\$5.00
7/19/2016	PHILS HARDWARE	PHILS HARDWARE - Parks Tools: Socket Hex Bit	\$4.99
7/6/2016	ESMARTPAYROLL PAYCHECKMA	ESMARTPAYROLL- Fee to File Quarterly Taxes with IRS	\$4.95
7/14/2016	SNAP SHOTS 1HR PHOTO	SNAP SHOTS - City Council Group Photo	\$4.95
6/24/2016	AMAZON MKTPLACE PMTS	AMAZON - The Speed of Trust: Finance Training	\$4.00
6/30/2016	MISSION LINEN	MISSION LINEN - Seat Cover Cleaning (June)	\$4.00
7/18/2016	MISSION LINEN	MISSION LINEN - Monthly Seat Cleaning (June)	\$4.00
7/12/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (July)	\$3.73
7/12/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (July)	\$3.16
7/14/2016	PITNEY BOWES PI	PITNEY BOWES - Term Rental for Postage Machine (April-June)	\$2.21
7/12/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (July)	\$2.01
6/28/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Part	\$0.69
7/12/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (July)	\$0.57
7/12/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (July)	\$0.28
7/8/2016	PHILS HARDWARE	ACE - Credit for Battery Terminal	(\$1.60)
6/29/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Duplicate Receipt- Credit	(\$70.00)
6/29/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Double Payment-Refund	(\$70.00)
7/15/2016	MADRAS AUTO PARTS	MADRAS AUTO - Credit for Battery and Adapter	(\$122.83)
6/29/2016	SQ COVE ELECTRIC, INC.	COVE ELECTRIC - Double Payment-Refund	(\$320.04)
6/29/2016	AG WEST SUPPLY MADRAS	AG WEST - Credit for Mower	(\$535.00)

TOTAL

\$113,287.12

OFFICIAL MINUTES
CITY COUNCIL, CITY OF MADRAS
WORK SESSION
July 26, 2016

I **CALL TO ORDER**

The City of Madras City Council Work Session was called to order by Mayor Royce Embanks at 5:30 p.m. on Tuesday July 26, 2016 in the Madras City Hall Council Chambers located at 125 SW E Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Royce Embanks, Mayor
Chuck Schmidt, Councilor
Bill Montgomery, Councilor
Bartt Brick, Councilor
Richard Ladeby, Councilor
Gary Walker, Councilor

ABSENT WERE:

Tom Brown, Councilor

STAFF MEMBERS IN ATTENDANCE WERE:

Gus Burrell, City Administrator
Jeff Hurd, Public Works Director
Karen J. Coleman, City Recorder
Michele Quinn, Public Works Administrative Assistant
Nicholas Snead, Community Development Director
Kristal Hughes, Finance Director

ABSENT WERE:

HR & Administrative Coordinator, Sara Puddy, and Police Chief, Tanner Stanfill, were not required to be in attendance at this time.

VISITORS IN ATTENDANCE WERE:

John Ghilarducci, FCS Group
Doug Gabbard, FCS Group
Danielle Richards

II **CENTRAL OREGON INTERGOVERNMENTAL COUNCIL-TRANSIT
LEGISLATIVE PROPOSAL**

Scott Acock did not attend for presentation.

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III WATER RATE AND SDC STUDY – ADDITIONAL INFORMATION

John Ghilarducci and Doug Gabbard of FCS Group introduced themselves to the City Council.

John Ghilarducci reminded the City Council that several months ago they were here and presented preliminary results of the water rate and system development charge study. Council provided some feedback and they received good direction on level of tolerance for the rate levels we were showing. Also we talked about the assumptions that were built into their numbers, having to do with the rates charged by Deschutes Valley Water to the City of Madras. They indicated that they were making very conservative assumptions on how those rates would go up, so given that input they went back and developed a new scenario which they think fits where the City will be more comfortable. Mr. Ghilarducci mentioned that he has also talked to staff a great deal on what to assume from the Deschutes Valley Water District.

Doug Gabbard told the Council that they will begin by looking at rates and where the City currently is. The water rates that you see reflect the 4 ½ % increase that the City has recently implemented. He then referred to slide 3 of the PowerPoint presentation telling Council that the right side of the slide will remind them of what the City currently charges for a water SDC. He went through the analytical process overview explaining the major cost components being the Capital Improvement Program and Annual Operating Budget. To arrive at revenue requirement these costs must be netted against any non-rate revenue. They have to make sure that the calculated revenue requirement results in projected cash flows, which are consistent with the City's fiscal policies and any contractual agreements like bond conveyance.

They judge the sufficiency on the utilities revenue based on two criteria. Does the revenue provide enough cash to fund necessary expenditures and reserves? Does the revenue provide enough cushion to meet any debt service coverage requirements? These two questions should be answered each year in the forecast period. To understand how costs will increase they have separate inflation rates for construction costs, labor costs, and everything else. To understand how demand will change over time they assign an account growth rate of 0.20% and assume that water demand per account will remain constant. So before they can apply those inflation rates and growth rates they have to begin with a base year budget, and for that they used the fiscal year 2016-2017 budget. Doug referred to the revenue bond assumptions on page 6 of the PowerPoint presentation in the bottom right hand corner of the screen.

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He explained that the reserve policies have not changed since the last time they saw them. They are built into the rate model and they help to determine the required revenue. He told the Council that when they last saw them, three and a half months ago, they showed them three rate scenarios. At that meeting Council asked them to come back with a scenario that used debt, but also reflected the historical experience of the DVWD rate increases. They found that when they did those two things they were able to get down to single digit rate increases. He referred to page 9 of the PowerPoint presentation that showed the Capital Improvement projects that are included in the current rate model.

Public Works Director Hurd mentioned that when they created the City's Water Master Plan in 2014 these were the projects that came out of that development. Almost all of these projects relate to fire flow demand. The way that our system is set up is that we are surrounded by Deschutes Valley Water District. At our tie in's where they come in, we are regulated on our north tie in as we are set at 52 psi. That is due to several things, our system is getting up there in years and to increase it much more than that we risk creating leaks. With the elevation we are at by the time it gets downtown it is at 80 psi. We have to hold it at that pressure so we don't create leaks. Because of this our fire flows are low (e.g. St. Charles off-site water improvements). We are working with them. We just tested our fire hydrant at Cowden and 12th and it can only deliver 1,000 gallons per minute. Our minimum that is required right there is 2,000 gallons per minute and that is with a sprinkled building. Most of the improvements that came out of our Water Master Plan were basically correcting deficiencies throughout our system. We need to try and get it up to a standard for the sake of fire and life.

Doug Gabbard said that a lot of Jeff's comments about the need for fire flow and resolving deficiencies in the current system also speak to why the SDC's are as they are. He referred to page 10 of the PowerPoint graph saying that the black line represents the rates before the 4 ½ % increase. The dotted line represents revenues after the recommended rate increases. Going to page 11 of the PowerPoint, Doug explained that this table summarizes the components of the annual revenue requirement and the proposed rate increases. He then referred to the row that begins with the shaded row called annual rate adjustment. He told the Council that they will see in this row that they are proposing a first year rate increase of 9% followed by several years at 6%. Keep in mind that these are based upon revenues before the 4 ½ % increase. The first column is labeled 2016, but for rate purposes it means where the City is now. The 29.40 represents what the average bill was before the recent rate increase. The reason it is still preserved here is because it is the basis for all the calculated rate increases in the model. What you currently actually have is the 30.72 per single family residence, and that is based upon 700 cubic feet of water consumption.

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He advised Council that a 9% increase from the original position gets to a rate of 32.05 for the first increase and as they can see they are halfway there. Then increases are at 6% after that and can trail off at 5%.

Public Works Director Hurd asked if the 30.72 is where we are at currently or if it is the additional 4 ½% on top of the 4 ½% that we already did?

Doug Gabbard explained and talked about the table and how it works with our current 4 ½ % rate increase. He went on to explain how having an annual increase of 4 ½ % isn't much different than what they can see on the graph.

Councilor Schmidt asked how many meters is this based on?

Doug Gabbard explained that it is based on current revenues from all of the customers that are currently being served by the City.

There was a discussion on the increase of water users and how much room the City has to grow.

John Ghilarducci suggested they look at column 2017, total revenues that would be before the 4 ½ % rate increase. He mentioned that they can compare that to cash operating expenses right below it in 2017 and will see a significant difference there before they even start looking at debt service. Revenues are not covering operating expenses. That is a red flag there and a reason that the rates need to be adjusted.

Doug Gabbard went to the rate comparison on page 12 of the PowerPoint and explained that they can see that the rates for other jurisdictions continue to be narrow.

Councilor Schmidt asked if the City put in the entire infrastructure for the piping or if the Deschutes Valley Water District put it in and then the City took it over. How long have we had this agreement with Deschutes Valley Water?

There was a brief discussion on who put in the infrastructure and where the City's water services are located.

Public Works Director Hurd told the Council that the City serves up to Oak and Kinkade and down to J Street, but it goes in and out here and there. The difference between DVWD and us is that you have to remember that they are subsidized heavily by their generator plant. Currently they are receiving .16 cents a kilowatt hour off their power, but that will change in 2021 and could go as low as .04 cents. DVWD is slowly trying to

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increase their rates to catch up and try to get as much infrastructure up to date as they can.

Councilor Brick asked about the chart projection that showed that the City would be about \$50.00 in 2025. He wanted to know if they had projected what Deschutes Valley Water District would be in 2025. Are we losing ground or gaining on them?

Public Works Director Hurd told Councilor Brick that staff has tried to get a number from them and they don't know what is going to happen when their contract runs out. They could jump 20% or phase it in over time.

Councilor Montgomery pointed out that in 10 years we will be almost doubling assumptions and expressed concerns about the deficiency numbers on operating. That doesn't include replacement costs?

Doug Gabbard said that there is maintenance included in the City's budget and that this is what they have based it on.

Public Works Director Hurd said those numbers are based off of our R & M numbers and the Capital number, but he doesn't think they show replacement.

John Ghilarducci said most of these projects include replacement, but there is no replacement over and above the project list.

Councilor Schmidt asked what happens as the rate being charged to us increases. Since we don't know what the rate increase is, will this increase everything from the bottom line?

Public Works Director Hurd said based off what their rate increases have been with us previously that is what we based this model on. There is too much uncertainty so they have been on average raising us 7%. So if their contract goes up, they will come back to us and we will have to renegotiate. There has been some discussion about running our own wells. Staff thinks we might be able to save about \$5,000 a year in water purchases. He pointed out that the City would be looking into pump efficiencies and some improvements that need to be done if we start running our own wells. It is staff's belief that we could start running our own wells and offset the cost from DVWD.

Councilor Brick asked FCS group if they based the charges from DVWD on their historical increases of 7%. He mentioned that they know that this will not stay the same if they are looking at a huge hit.

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There was continued discussion on DVWD rate increases and how their anticipated rate change will affect this study, and that the City may need to revisit this down the road and make adjustments.

John Ghilarducci gave the Council some SDC background. Systems Development Charges (SDCs) are a onetime charge used for capital redevelopment. There are usually two pieces to an SDC. The reimbursement fee is a buy-in to any used capacity in the existing water system. The improvement fee is a fair share of planned capacity increasing improvements. These are mostly about fire flow deficiencies or correcting other deficiencies. The project list is not adding capacity for growth. The City provides credits in those cases where a developer builds a project off the list as a condition of development.

John Ghilarducci went over the reimbursement fee cost basis. Total cost of City of Madras water assets is \$3,169,358. There is available capacity in wells, storage, transmission and distribution, and the general plant, but there is no fire capacity. The available capacity out of the 3.2 million is less than 700,000 that becomes the basis of our reimbursement fee calculation. It is divided by the growth that it will serve. They are expecting growth of about 448 meter equivalents. The charge per meter equivalent will be \$1,355 for a typical 5/8 x 3/4 inch residential meter.

He then showed the Council an SDC comparison on page 19 of the PowerPoint which included the following cities:

Bend = \$4,868
Sisters = \$3,528
Prineville = \$3,094
Redmond = \$2,407
La Pine = \$1,405
Madras = \$1,355 (Proposed) \$832 (Current rate)
DVWD = \$1,200
Avion = \$1,000

Councilor Montgomery commented that this is kind of irrelevant as there are not very many opportunities to get an SDC anyway.

John Ghilarducci said the City could do well by redevelopment and development of the little area that remains. At 3 equivalent residences a year, you are not talking about generating a whole lot of money. This is the only method that the State provides for growth to pay for its share of infrastructure that's been built to serve it.

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Mayor Embanks asked how the SDC rate is charged for apartment buildings.

Public Works Director Hurd answered that it is by the size of the meter unless you are in a motel, duplex or townhouse then it is .74 per unit.

Councilor Montgomery wanted to know if there is any way to look at zoning (e.g. to go for multi-family dwellings) to increase users? Would it make a difference if we had some multi-family dwellings?

Mayor Embanks asked if we had an apartment building built within our water system would that create more revenue?

John Ghilarducci answered yes, as you would be taking low volume users and replacing them with multiple users of water. They would pay a SDC, and ongoing rates that would increase water revenue.

There was a continued discussion on allowing multifamily dwellings to be built within our water system. Would the expense line also go up as a corresponding rate? Would the increase in usage increase the stress on the pipes and speed up the deterioration.

Public Works Director Hurd commented that densification is going to be cheaper for management of infrastructure. The more people per square mile, the denser you get things, and the less it is going to cost to take care of it.

Discussion continued on allowing more multi-family residential housing within the city's water system and on the percentage of commercial versus residential in the area that we service.

Councilor Montgomery mentioned that this is a problem we need to spend some time thinking about. It appears that the whole water system is a black hole, and that we need to figure out how to get more revenue. Raising fees is the easy part, but if you consider that a good number of the folks that are on the City water system are in small single family dwellings, often with older people in them, that is not going to be easy.

Mayor Embanks said that this is not going to change, it is only going to get more expensive regardless of what we do.

Councilor Schmidt referred to the capitalized improvement list and asked if those were their projected costs over a 20 year period. Are there grants that are available that will cut those costs down?

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Public Works Director Hurd answered that it is hard with utilities because you can change the rates. It is very difficult to find grants.

John Ghilarducci agreed that there is not a lot of grant money available. There are some low cost loans.

Public Works Director Hurd asked about the debt issuance, and what years were we pulling that? What was the total amount in debt proceeds?

John Ghilarducci said it would be 2017, 2019, and 2023.

Doug Gabbard added that it works out to be just under one million dollars.

Public Works Director Hurd advised Council that over three separate periods we would have to take out loans for one million dollars to make that model work. The Capital Improvements are two million, so it is half pay with debt and half pay with user fees.

City Administrator Burril said the last rate analysis was in 2005 and that is what we have used to base our budget on. Staff will be looking for guidance from Council to stay in this zone or tasking the group to come back with something else. We know that Deschutes Valley Water District will keep increasing our rates, and we know that labor is not going to stay stagnant. We will have to deal with inflation. This would influence each budget cycle going forward. This would be our financial advisor guidance.

He mentioned to Mr. Ghilarducci and Mr. Gabbard that he appreciates their running different analyses for staff and the Council. The cost of borrowing has gone down by implementing financial advisory reports. So when we get our credit rated, they are going to ask what the City is following and what are our fiscal policies. He said that each of those things increase our credit rating, and reduce our cost of borrowing moving forward. So that is how this report comes into play for us going forward.

IV ADJOURN

The City Council Work Session was adjourned at 6:21 p.m.

Michele Quinn, Public Works Admin Assistant

Royce Embanks, Mayor

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I CALL TO ORDER

The City Council meeting was called to order by Mayor Royce Embanks at 7:00 p.m. on Tuesday, July 26, 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 Chuck Schmidt, Bill Montgomery, Bartt Brick, Richard Ladeby, Tom Brown, and Gary Walker.

CITY STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burril; City Attorney, Paul Taylor, with the firm of Bryant, Lovlien and Jarvis PC; HR and Administrative Coordinator, Sara Puddy; Finance Director, Kristal Hughes; Police Chief, Tanner Stanfill; Public Works Director, Jeff Hurd; Community Development Director, Nicholas Snead; Public Works Administrative Assistant, Michele Quinn; Golf Course Superintendent/Parks Supervisor, Jonathan Burchell, and City Recorder, Karen J. Coleman.

VISITORS IN ATTENDANCE WERE:

Floyd Courtain, Chairman of the Madras Sister City Organization; Lanora Courtain; Josh Hocker; Danielle Richards; Kristin Hocker; Ben Hocker; Rie Nakata; Lysa Vattimo, and Holly Gill, News Editor with the Madras Pioneer.

II PLEDGE OF ALLEGIANCE AND PRAYER

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

III CONSENT AGENDA

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

A. Approval of Vouchers

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- B. Approval of Minutes From the June 28, 2016
City Council Meeting
- C. Ratification of Contract Amendment No. 5 - Century West Engineering, Inc.
Madras Municipal Airport Environmental and Cultural Resources
Screening for Non-FAA Development Project
Contract Time Extension to December 30, 2016
- D. Ratification of Contract Change Order No. 3 to Construction Services Contract
With Latham Excavation for Crushing Material for the Madras Municipal
Airport West Access Road Project No. 2015-09
Contract Time Extension to July 30, 2016, and Backfill for the Waterline
- E. Ratification of Contract Change Order No. 3 to Professional Services Contract
H.A. McCoy Engineering and Surveying LLC - Design and Construction Services
for "H" Street Pedestrian Improvement Project No. 2015-10
Contract Time Extension to October 31, 2016
- F. Approval of Intergovernmental Agreement No. 31611 - 2016 Fund Exchange
Statewide Transportation Improvement Program (STIP Funds)
Between the City of Madras and Oregon Department of Transportation for
- G. Council Acceptance of Completion of the Highway 97 and S.W. "L" Street
Sidewalk Improvement Project #2015-03
- H. Council Acceptance of Completion of the U.S. Highway 26 Irrigation
Upgrade Project No. 2015-06 (Earl Street to North Unit Canal)
- I. Ratification of Contract Change Order No. 2 to Professional Services Contract
FCS Group - Water Rate and Systems Development Charge Study
Contract Time Extension to September 30, 2016

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL ACCEPT THE [CONSENT] AGENDA AS WRITTEN.

Councilor Walker declared a possible conflict of interest as his business would be receiving payment from the City for materials and services rendered.

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

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IV VISITOR COMMENTS

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

There were no comments offered so he moved on to the following:

▶ Sister City Student Exchange Trip to Japan - Presentation

Public Works Director Hurd and Josh Hocker came forward, introduced themselves, and provided slides and comments on their recent trip to Japan.

- Madras and Tomi City has been linked through Sister Cities International for 23 years. For nine of those years we were linked with Kitimimaki Village in the same area that consolidated with another village to form Tomi City, so we have been linked with Tomi City as a Sister City for 11 years.
- Over those years Tomi City has sent 11 groups of students to Madras.
- This is their first year of sending a group of Madras High School Students to Tomi City; however they have sent groups of adults in the past.
- Recently there has been increased interest about the Sister City Program at the High School that led Mr. Courtain and a few other individuals to begin exploring the possibility of sending a group of Madras High School Students to Tomi City, an effort that was ultimately successful.
- They left for Japan on June 16, 2016 and arrived on June 17, 2016 and attended and participated in a number of planned activities during the time they were there.
- The people of Tomi City are very committed to this program and seemed very hopeful in the direction that it is taking. They were extremely happy that a group of students came to visit.
- They also got to see some of the students that had visited Madras in the past.

Josh Hocker told the Council that he has been involved in the Sister City Exchange Program for four years as a host student. Over that time period he has grown a real

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respect and interest in both Japan and its culture. This was a great culminating experience for him. He explained that this was very rewarding as he has wanted to go to Japan for the last couple of years. He said that he would have to say that this was definitely one of the best experiences of his life.

He explained that his favorite memory from Japan would definitely be the welcome reception on Monday, as it was very nice to see the commitment that the people of Tomi City have to this program and it was also very rewarding to see and reconnect with all of the students who ended up visiting with them. He said that he thinks that over the entirety of the trip they ended up seeing 11 students who had previously traveled from Tomi City to Madras. This shows him that even though we might be a small program, we are doing something right as these students feel like they have made worthwhile connections and took time out of their schedules to be a part of their traveling experience to Tomi City.

He told the Council that probably what he will remember most is his host family. His family had actually hosted their son this past year when he came to Madras. He said that he was really touched by both their graciousness towards him and their kindness.

He thanked the Council for allowing them to speak to them tonight and for the funds they made available as this was definitely an instrumental part of him being able to go on this trip. Unfortunately this is the last year that he will be able to be involved in this program as he is going to be attending the Oregon State University, but he hopes that this program is something that continues to grow and he is happy about the direction that it is taking.

Mayor Embanks advised Josh that it sounds like they had a great time and he thinks that it shows the worthwhile part of this program in that it connects people from different worlds together so they can see that we are not all that different.

Floyd Courtain came forward and advised Council that he is the Chairman of the Madras Sister City Organization. On behalf of the organization and the students he wants to thank the Council for making all of this possible. There was quite a little expense involved. He advised Council that he had placed a budget in front of them tonight so they could see just where the money was spent. When they were laying out the budget they had very little idea of what the expenses would be so a lot of it had been guess work. As you can see, they overestimated what they were going to have to spend.

They were assured by people from Tomi City that they were glad to have our guests there, and demonstrated that in a remarkable way.

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He introduced Ms. Rie Nakata and said that Ms. Nakata has been very instrumental in bringing the students over here from Tomi City. They were working through her and her associate who have a travel agency in Portland. They have been very helpful, not only in bringing the students over here, but they were very helpful with this most recent trip in making arrangements and guiding them through that. They owe a great deal to Rie and her agency.

He advised Council that he does not think that they could have made a better selection for a chaperone for the students on their trip. He was so pleased that Public Works Director Hurd was with them as not only did he make it entertaining for them, but it was educational. He was also very responsible with the funds that they had sent along with him.

Mayor Embanks thanked Mr. Courtain for the budget as, in his opinion, this helps with estimating costs for the future.

Floyd Courtain pointed out that they did have some funds left over partially because some individuals from Japan were gracious enough to take them back to the Airport. He mentioned that they will leave these funds in the Sister City budget and assured the Council that they will hold these funds over for next year.

Mayor Embanks explained that he thinks that this demonstrates the value of the program and in his opinion this is something that they need to plan for in the City budget.

V SOLAR ECLIPSE PLANNING UPDATE

City Administrator Burril informed Council that Lysa Vattimo has organized us, and when he says us he is talking about Public Works Director Hurd, Police Chief Stanfill, and other teams that are getting ready in preparation for the event. Her goal has been to get each department ready, set goals for them and have them report back, set deadlines, and structure the meetings.

Lysa Vattimo explained that she had made a list of what is going on in the next month in case she did get called up here.

- The first of the month they will have a Traffic Management meeting.
- The third of the month there will be a Public Safety meeting
- There will be an Interagency meeting on the 10th of the month. As of last month they decided that they were going to separate the monthly meetings and would

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have Interagency (e.g. ODOT, the City, the County, state offices, etc.) meetings in which all of the planning people will be coming together without the public being invited. There will be separate meetings for the public because the topics are so different.

- There are several people working on a kick-off story for the newspaper that will hit on August 17, 2016, which is their preamble to the one year for the Solar Eclipse.

These people are working on little pieces from different viewpoints (e.g. the local astronomer, the public safety guy, the public works guy, little children who are excited about the schools and how they will use it for curriculum, etc.). All of these stories are to be submitted to her by August 8, 2016 so that she can blend them altogether and get one nice big story out of it. She will then get it to the Madras Pioneer with photos and everything and hit the paper, hopefully on the front page, by August 17, 2016.

She said that the following Saturday, the actual annual preamble, she is hoping to get people out to the Saturday Market and do some fun stuff out there and reach some citizens.

- There is some work being done on branding and logo development so as to get some artwork going.
- They are also working on a website.
- Discussions are taking place on the possibility of some food carts downtown, a quilt show, etc.
- They talked about the possibility of doing an "Open House" here in the Council chambers right before the September City Council meeting where they could have some stanchions around with all of the different groups to allow the public to come in and ask questions.

Mayor Embanks informed Council that he had a little bit of an experience with some of the gridlock that we may experience during the Solar Eclipse when he was in Lincoln City this last week for the Mayor's conference, in addition to about 30,000 tourists. The town is in gridlock from about 9:00 a.m. in the morning until 8:00 p.m. at night, literally bumper to bumper slow moving traffic all of the way through town and out-of-town. The restaurants did not have any tables available, McDonalds was backed up, and people were having difficulty getting out of the parking lot.

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VI CONFEDERATED TRIBES OF WARMS SPRINGS AGREEMENT STATUS UPDATE

City Administrator Burril reported that he, Community Development Director Snead, and Public Works Director Hurd met with Warm Springs yesterday to go over the current drafted agreement. They are still talking through some of those issues that revolve around transferring a property to Warm Springs and who would be parties to the agreement. Would the parties be the Warm Springs Reservation and the Casino? They are two entities. They are affiliated but it is really a lease agreement to the Casino. They are working through those details of refining the agreement essentially.

When they last met their manager, he had mentioned some time sensitivity of August 1, 2016. He told the Council that he had clarified again whether staff would need a motion from them tonight, and found that this could be delayed until the August 23, 2016 City Council meeting. He asked the Council to send him any concerns they might have. Out of a two hour meeting, they had a few issues that they are still working through, but for the most part he thinks that they ended on a positive note and he felt like they were moving towards this being finalized.

The City's goal in this so far, has been very similar to the Memorandum of Understanding that the Council approved last fall. He explained that they are looking at negotiating a public safety service fee. He told the Council that the reason that they will not ever see something like this again is because that land is sovereign trust land. It is like we have a sovereign nation inside our city limits, which is very rare. He said that he had asked for agreements from other communities that have something like this, but there was nothing that was exactly like it.

He explained that the City is negotiating general services that will provide them public safety. Folks expect that if they dial 9-1-1, we will show up. They are anticipating a fairly significant impact of truck traffic on Cherry Lane, so they are agreeing to a cost share for taking care of Cherry Lane. The water service will be through the Deschutes Valley Water District, but the City will provide sewer service. In concept, he believes that they have agreed to a majority of our normal building development fees.

There has been some clarification that they do not have to abide by any of our zoning ordinances on-site and that they are very firm in needing to follow their own building code on their own property. They have agreed to follow the City's codes on Cherry Lane and on U.S. Highway 26. A Traffic Impact Analysis has been prepared. They have agreed verbally to implement the recommended findings of the Traffic Impact Analysis that was performed by Kittelson and Associates, the agency that is doing our Transportation System Plan update.

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Councilor Walker mentioned that there had been some questions about the Railroad Spur that he didn't understand. He wanted to know if the City could use the Railroad Spur or save it.

City Administrator Burril referred to page 98 of the City Council meeting packet and said that there is a map exhibit that shows some dash lines going up through the parking lot and through a portion of the proposed building site which is the spur property that Councilor Walker is asking about. He said that it is proposed in the agreement that if we can agree to the service fees, paying normal impact fees, and the elements that are proposed in the agreement, that the City would go ahead and transfer that property to them for their use.

He explained that staff has coordinated with Union Pacific, who has the railroad easement, and they said that their interest ends at the base of the map where it narrows. It is up to the Casino and Warm Springs if they wish to pursue this. It is proposed at this time that the City's interest would be conveyed. Community Development Director Snead is working with our attorney through a lot line adjustment, which would be the cleanest method by which the City would transfer our interest to them. This is all based upon a reasonable Intergovernmental Agreement being reached that the Council is agreeable to.

Councilor Montgomery wanted to know if staff has reviewed their building codes.

City Administrator Burril told Councilor Montgomery that he is not familiar with their building codes.

Councilor Montgomery said that it would be nice to know what their building codes are.

City Administrator Burril mentioned the possibility of asking for copies of their code. He explained that as he understands it, their intention is to enter into an agreement with the Jefferson County Building Department to do the plan review and permit approval. It is his understanding, that basic life, safety, and health has to be performed both for their funding, and because they are an agency that accepts Federal dollars, so they have requirements to meet Federal standards (e.g. Environmental Protection Agency). He noted that Councilor Schmidt worked for years down there and asked him to name some of the codes that he had to meet.

Councilor Schmidt informed City Administrator Burril that he had to meet Federal, and OSHA (Occupational Safety and Health Administration) requirements. The way it was explained to him is that they have the option to choose to accept the state rules and regulations, and they normally do. Every time they did anything, they had to meet the state criteria. In his opinion, there will not be any safety issues.

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City Administrator Burril asked Councilor Montgomery if he would like staff to obtain a copy of the code.

Councilor Montgomery advised City Administrator Burril that he is not going to read the code. In his opinion, if their code basically follows the state model, then he really doesn't have a problem with it.

City Administrator Burril suggested that Public Works Director Hurd and/or Community Development Director Snead ask Chet Singleton, Jefferson County Building Inspector, to interpret the code that they are proposing to follow.

Community Development Director Snead explained that they are electing to follow the Oregon State Specialty Code which is what Jefferson County and the City of Madras follow. It is adopted by the State of Oregon. The Jefferson County Building Department will do the plan review based on those standards and will inspect the improvements based on those standards as well.

Councilor Brown pointed out that they talked about the signage that is going to need to take place off of U.S. Highway 97 to direct trucks that are going to be going up on top.

City Administrator Burril advised Councilor Brown that when it comes to on-site property, they have communicated their intention to build a sign as large and as high as they feel they need to and as they are allowed to, that would be very visible from both directions on the highway.

Councilor Brown clarified that he is talking about directing the trucks off of U.S. Highway 97 onto U.S. Highway 26. He mentioned that they are seeing trucks turning and going across in front of Safeway up to the stop sign and then going up U.S. Highway 26 from U.S. Highway 97. In his opinion, the City needs to do something to discourage that because that little street is not going to stand up under the heavy truck traffic. He suggested the need to get the trucks to go down to the stop light and turn to go up and stay on the highway rather than on the City streets.

City Administrator Burril agreed as staff has similar concerns on how all of those streets may be utilized by truck traffic, including Jefferson, the road past Mazatlan, and the road past Subway. He suggested that this would be a Council call on what we want to do on truck routes as right now they are allowed to come out of Les Schwab's exit. He mentioned the need to think through this as he doesn't have a specific answer. He assured the Council that he understands the concern.

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If they plan to pay a Transportation Impact Fee to the City, they may say that this is their obligation of handling whatever the City's other system issues are with them. This puts it back on the City. What do we do knowing that this may be coming? He said that he doesn't know if we need to observe to see what it really does and then come up with a plan or start a plan if this is going to come up. He thinks that they are agreeing to U.S. Highway 26 and Cherry Lane adjustments, but they may not want to deal with anything farther away from there in our agreement or be responsible. This gets hard to negotiate.

Mayor Embanks pointed out that the City may be able to establish size and weight limits on the roads by Mazatlan, but we need to keep in mind that Safeway and Les Schwab need to accept deliveries.

Councilor Montgomery commented that there is potentially a bigger problem as trucks are parking along the street and it is almost impossible to get out of the Safeway parking lot safely. There is also a no left turn lane onto Cedar which he thinks is dangerous. In his opinion, there needs to be a study of the whole thing. He indicated that he would like to know how many trucks are utilizing these streets now, as it seems like every time he goes to Safeway he sees one or two trucks either coming off or going on to U.S. Highway 97 or the other way around.

Public Works Director Hurd pointed out that you have Les Schwab that services trucks and they use that route to get in there, and then you have Safeway with their delivery trucks.

Councilor Montgomery suggested the possibility of installing a "no through truck traffic" sign. He indicated that if you are going between the two highways on Cedar, it is not the same as the local use.

Mayor Embanks questioned the City's ability to limit that as it is coming out of Les Schwab and there is a curb cut there that was made specifically for that entrance and exit.

Councilor Brown mentioned the need to do a little bit of work, look at it, and make an effort because if this is not done, it is going to be real costly in the future to redo those streets. He watched three trucks in a 45 minute span turn uphill off of U.S. Highway 97, go in front of Safeway, and on up U.S. Highway 26. They are not stopping anywhere.

In his opinion, there needs to be something that would encourage the trucks to go to the stop light and go uphill rather than take those little short streets.

City Administrator Burril explained that staff will contact the Oregon Department of Transportation and do some research on this.

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Councilor Ladeby commented that he thinks that it will limit the amount of trucks parking in front of Safeway once the truck stop opens up as they will have food, and will be able to park their trucks and sleep, so the only thing that we may have to work on is limiting the traffic, but this issue is not going to be able to be resolved tonight. There is going to have to be a study. Truckers pull over in front of Safeway to get food, and get some sleep there. He reiterated that once the truck stop opens up, those truckers are going to go up on top where they will have a bigger truck area to park in, and will have showers and food, and the problem of eliminating Safeway parking is going to solve itself.

Mayor Embanks mentioned that we will not really know anything until that truck stop (e.g. the Warm Springs / Casino truck stop) is open and running.

City Administrator Burril explained that if we see a lot of cross over truck traffic increasing where we do not want it what is our options at Jefferson and Mazatlan Drive?

Public Works Director Hurd added Cedar, Plum, and Maple Streets to the list.

VII SUPPLEMENTAL BUDGET RESOLUTION NO. 20-2016

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

Finance Director Hughes advised Council that this supplemental budget will adjust the budget that was adopted last month for fiscal year 2016-2017. She mentioned that if Council has questions, Public Works Director Hurd could provide some detail for the reason for the supplemental budget. Staff is requesting that the Council approve the resolution this evening.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE AND ADOPT RESOLUTION NO. 20-2016 AS PROPOSED. THE MOTION PASSED UNANIMOUSLY, 6/0.

VIII DISCUSSION - PHOTO PROPOSAL FOR CITY COUNCIL CHAMBERS

Councilor Brown explained that way back in the beginning there was supposed to be a large mural on the Council Chamber wall, but that didn't work out. From time to time the Council has talked about the possibility of putting some pictures of old Madras on the

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wall. He asked Community Development Director Snead to pull up some of the old pictures that are being proposed.

He told the Council that he talked with Snap Shots approximately two years ago and found that she could do 36" X 44", or 44" X 55". He mentioned that she had informed him that five, 44" X 55" would run \$1,100. Due to the length of time from the original price quote, there would be a 15% increase on the cost.

Councilor Ladeby wanted to know if this price was just for the photographs or if it was with framing.

Councilor Brown explained that she is looking at not putting a frame around them, but mounting them on a board that can be one inch to two inches thick that would mount on the wall and the picture would wrap around it. This would be less expensive than putting them in frames.

Councilor Brick suggested that for that much money, the City could put a TV screen up there and roll through all of the pictures.

Councilor Ladeby mentioned that he would prefer having those types of pictures out in the entryway versus having them in the Council Chambers, as there is plenty of wall space available, and the majority of the people coming into the City Hall come in through the lobby area. We really have nothing out there.

Mayor Embanks disagreed and said that, in his opinion, this type of photograph on this wall, as he referred to the City Council Chambers wall, would be much more aesthetically pleasing. He noted that he would not want to spend the money on a TV, but would be willing to spend money on these photographs if they were aesthetically arranged on the wall or in the hallway in a way where people could look at them

Councilor Montgomery wanted to know why the mural wasn't placed on the wall in the first place.

Councilor Brown explained that they had tried to greatly enlarge the picture, but the resolution that they tried to print it at, came out very poorly.

Councilor Montgomery indicated that \$2,000 isn't a huge amount of money, but there are a lot of things that we could spend a couple of thousand dollars on. He said that he kind of likes the idea of a TV setting out in the lobby that flashes pictures all day long. It would be about the same amount of money. He mentioned that he is indifferent one way or another.

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Councilor Brown commented that he would not be in favor of a television set.

Councilor Walker agreed.

Councilor Brown advised Council that there was money in the budget to put some pictures up. He pointed out that Council has started down this road two or three times and yet never seemed to get anywhere. We have moved it along to this point.

Councilor Ladeby wanted to know if that was in the start-up budget, and if that money is still there.

Mayor Embanks said that it is. The City hasn't spent it on anything.

Councilor Ladeby explained that usually his experience, when you have a start-up budget, is that you either use it or lose it and it gets put into another fund.

City Administrator Burril told the Council that he is looking at what they adopted for the budget. They set aside a quote for \$15,000 for the mural, but at the time Council didn't feel comfortable moving forward with it as we had to adjust sewer rates more than inflation. It was a large amount that year. Several fiscal years later, they re-budgeted the money. They left a couple of thousand dollars discretionary in Building Improvements this fiscal year. He advised Council that there is some money in contingency, so if they intend to spend \$8,000 to \$10,000 it will be necessary to shift some money. This year however, he would be much more comfortable focusing on \$3,000 to \$5,000. He suggested that if they want to spend more than this, they can possibly phase in more money in the coming budget cycle.

Mayor Embanks assured City Administrator Burril that when he and Councilor Brown were talking about this, they were anticipating spending no more than \$2,000 or \$3,000 at the most. They had a limited number of photographs. All of the photographs that they are showing are photographs that Council can pick from. He suggested the need to keep all of them black and white, so that they would be uniform, and then pick five or six or whatever it would take to fill that wall in a pattern that would look pleasing to the eye. The photographs could be rotated from time to time or some could be placed in the entryway and some in the Council Chambers. He mentioned that this would not be at a huge expense, and not anything certainly that is going to damage the walls.

Councilor Ladeby indicated that he does not have a problem with the photographs. He said that he just thinks that the location would be more accessible to all of our citizens in the entryway versus in the City Council Chambers.

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Councilor Montgomery agreed. He suggested that it would be nice if the pictures had a caption on them that would explain what it is, for those that care to go up and look at them. If the pictures are placed in the City Council Chambers he said that he would prefer that they be lower. In his opinion, the entryway makes better sense as more people would see them.

Mayor Embanks pointed out that the photographs could be moved back and forth as they are not going to be that heavy and they are certainly not going to require a great modification to the walls or anything, so they would be fairly easy to move. If we do this right, we would have photographs that were the same size, if possible.

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT THEY GET SOME ACTUAL PRICES AND COSTS AND SELECT THE PICTURES THEY WANT, AND MOVE FORWARD WITH IT AT THE NEXT [CITY COUNCIL] MEETING, AND DECIDE IF THIS IS WHAT THEY WANT OR DON'T WANT. THE MOTION PASSED, 5/0, WITH COUNCILORS SCHMIDT, BRICK, LADEBY, BROWN, AND WALKER VOTING IN FAVOR OF THE MOTION AND COUNCILOR MONTGOMERY ABSTAINING FROM VOTING ON THE ISSUE.

IX INITIATIVE PETITION 28 - DISCUSSION

Mayor Embanks noted that this is now known as Measure No. 97. He wanted to know if everyone was aware of what this measure pertains to.

Councilor Montgomery advised Council that he had received a call from a Portland State University student asking him to support the measure. As he understands it, this was primarily developed by the teacher unions. The problem he has with it is that basically it is a value added tax and if you get to a certain size, you have to pay 2.5% off of your revenue as opposed to your profits. If you are a \$25,000,000 company, which is the bottom limit of who has to pay this tax, but you are not profitable, you are basically made even more less profitable. Because it is based on revenue, if Company A makes something and sells it to Company B and they use it as a component then they may have to pay tax on the revenue they get from whatever they sell.

He said that he is uncomfortable with the concept of it. The people who are pressing this are making the point that about 85% of the money will come from big out-of-state corporations. This may be true; however, he is not 100% sure that this is true. He explained that he is pretty skeptical and does not think that it is a great idea, although he had to admit to this individual that the idea of having a good funding source for education and the things they want to spend the money on makes a lot of sense.

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Mayor Embanks mentioned that he thinks that there is a provision in this bill; although he doesn't remember exactly how it is worded, but it was brought up at the Mayor's conference that it would provide a way for a lot of larger companies to get out of the tax. If for example, you have a business that supplies the public with something that is a necessity, they can't tax them. In his opinion, this is a loophole that could be exploited as just about any business could probably use this.

Councilor Brown explained that he hasn't seen anything where there is any way to get out of it. This is based on gross receipts.

Mayor Embanks said that he might be completely wrong on this, but he thinks that the way they were talking they would not have to pay the tax if they are providing a service to the public. It was sort of a vague wording that could be used to get out of it. Other than this, he is against it as well because all it does is pass on higher costs to the consumer.

Councilor Brown noted that the way this is written, the dollars go into the General Fund. They talk about education and all of that, but there is nothing that directs the funds to education. The Legislature will decide what to do with it.

Councilor Brick pointed out that the way it is written, every existing business in the State, once they reach \$20,000,000 in revenue, will be moving to Washington or Idaho.

Councilor Brown mentioned that this would make us rank 51 as being a Business Friendly State. They say that the job losses would be about 38,000 in private sector jobs and that there would be a gain of about 22,000 state jobs.

Mayor Embanks agreed that it shows that there would be an increase in state employees and a decrease in civilian employees, so this is not exactly what we are looking for either.

Councilor Brown said that he had provided a draft of what the City of Hillsboro did as the City in itself came out against it. He wanted to know if this is something that the Council would be interested in doing.

Councilor Montgomery commented that it would be interesting to really dig into this. What he knows he learned from the League of Oregon Cities presentation that they made on it last year before it actually got to a point where it was on the ballot.

Councilor Brown noted that the Oregon Chamber has a pretty good breakdown on it on their website and suggested that it would be worth looking at it.

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Mayor Embanks indicated that he thinks that the Central Oregon Cities Organization's lobbyist is suggesting that we probably should be opposed.

Councilor Montgomery recommended that the City Council all do some due diligence on it and discuss it further at the next City Council meeting.

The consensus appeared to be that Council members would conduct some research and discuss this issue further at the August 23, 2016 City Council meeting.

X ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

▶ COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Community Development Director Snead reminded the Council that approximately two or three months ago they had prioritized some nuisance abatement resources. He mentioned that Public Works Administrative Assistant, Michele Quinn, has been the lead on the abatement of 283 "H" Street and said that he cannot stress enough how phenomenal of a job she has done. He said that he thinks that the pictures will show them this. He then presented some "before" and "after" pictures showing the large accumulation of trash, and described each picture. [Note: A copy of the pictures will remain on file at the Madras City Hall for viewing by the public upon request.]

He advised Council that they had Wray Harris, the City's backhoe operator, and Mike Beeler's Parole and Probation work crew help out. He explained that Council had authorized \$5,000 for the project, but surprisingly they should come in under that. The Jefferson County Commission should be commended as well, as they are donating what normally would be \$200 per day for the work crew. The Madras Sanitary Service stepped up big time. Normally when you order a 30-yard dumpster they will drop it off and then you call when you want it to be picked up. They had two and three operators picking up and/or dropping off dumpsters which made it possible for the City's Public Works Department crew to operate the backhoe for three days.

▶ POLICE DEPARTMENT REPORT

Police Chief Stanfill thanked the Council for its continued support of its law enforcement. This last month has been pretty rough on law enforcement nationwide with the targeting and murdering of men and women that simply are

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just doing their job. This community has been wonderful. Officers over at the Police Department are telling him that they have received a lot more "thank you for what you do" comments from the public throughout the City of Madras. This is a nice feeling for them. They are certainly appreciative for all of the support that they have received publicly for our local Police Department.

He mentioned that we live in a diverse environment here in Madras and have done well to work together for a long time. He told the Council that he is proud of all of our public in this local area for just being the people they are and having the mentalities that they do, as they know that not every police officer that they see on the TV is reflective of this agency. Some of the public activity that has occurred in some of the larger cities is not reflective of this community.

▶ **FINANCE DEPARTMENT REPORT**

Finance Director Hughes advised Council that she has been here almost two months and it has been an honor to work with the staff that they have and to serve them and the citizens of the community. The Finance staff is becoming a more cohesive unit and she is enjoying leading them. The audit is in process and will continue to be until about October. It is going well.

▶ **CITY ADMINISTRATOR COMMENTS**

City Council - County Commission Meeting

City Administrator Burril announced that there is a City Council-County Commission meeting tomorrow at noon here at the Madras City Hall.

Leadership Training - Management Team

City Administrator Burril reminded the Council that he had mentioned during the annual review that he is planning to do a team building with the City's management team. This is scheduled for Thursday, July 28, 2016 and Friday, July 29, 2016, so they will be out of the office, but they will be working together. He indicated that he believes that they will be stepping out of their comfort zone, but building to a higher point and level. In his opinion, this will add a lot of value. As we ramp up as an agency we are seeing more activity levels whether it has to do with new development or initiatives that we are trying to push.

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Local Law Enforcement Support Effort

City Administrator Burril mentioned the local law enforcement support effort and explained that the Jefferson County Chaplain had been leading that effort in conjunction with the Jefferson County Fire District. There are some banners at the north and south end of Madras that he would like to put up and has asked for City support. It is essentially nice art that he has done himself that says that we support our local law enforcement. He said that he believes that they are working with the Madras Pioneer to get a story out soon. This is to keep morale and community support up in these times.

Development Proposal

City Administrator Burril thanked his team (Public Works Director Hurd, Finance Director Hughes, and HR and Administrative Coordinator Puddy) for their efforts as, at the end of June, they were asked to get a development proposal out in about a week or week and a half that was due in May. The deadline was extended. He told the Council that we are one of four candidates being considered.

▶ **CITY ATTORNEY COMMENTS**

Paul Taylor advised Council that whoever put this budget together, when referring to the Sister City Organization Budget for the trip to Japan, is a miracle worker because his daughter went to Japan on a trip last year and he did not pay 1/5th of this cost. Whoever did this did a really nice job and he is sure that the City's Sister City Committee had a lot to do with that, but this was a really great trip for the money.

▶ **CITY COUNCIL COMMENTS**

Councilor Walker said that he would like to mention to the Councilor's, the first responders, and staff members at the City that tomorrow at 6:30 p.m. there are some churches that will be praying for them. He explained that this city cares about them and are concerned.

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XI ADJOURN

The City Council meeting was adjourned at 8:30 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

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CITY COUNCIL- COUNTY COMMISSION AUGUST 27, 2016

I CALL TO ORDER

The City Council - County Commission meeting was called to order by Mayor Royce Embanks and Jefferson County Commission Chair, Mae Huston, at 12:10 p.m. on Wednesday, July 27, 2016 in the Madras City Hall Council Conference Room located at 125 S.W. "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

Mayor Royce Embanks Jr., and Councilors Bartt Brick, Bill Montgomery, and Tom Brown.

ABSENT WERE:

Councilors Richard Ladeby, Chuck Schmidt, and Gary Walker.

CITY STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; Community Development Director, Nicholas Snead, and City Recorder, Karen J. Coleman.

JEFFERSON COUNTY COMMISSION MEMBERS IN ATTENDANCE WERE:

Jefferson County Commission Chair, Mae Huston, and Jefferson County Commissioner, Wayne Fording.

ABSENT WERE:

Jefferson County Commissioner, Mike Ahern.

JEFFERSON COUNTY STAFF MEMBERS IN ATTENDANCE WERE:

Jefferson County Administrative Officer, Jeff Rasmussen.

VISITORS IN ATTENDANCE WERE:

Executive Director, Joe Krenowicz, Madras-Jefferson County Chamber of Commerce, and Holly Gill, News Editor with the Madras Pioneer.

II CONSENT AGENDA

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

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

A MOTION WAS MADE BY JEFFERSON COUNTY COMMISSION CHAIR, MAE HUSTON, AND SECONDED BY JEFFERSON COUNTY COMMISSIONER, WAYNE FORDING, THAT THE COMMISSION APPROVE THE CONSENT AGENDA AS WRITTEN. THE MOTION PASSED UNANIMOUSLY, 2/0.

III NEW COUNTY STAFF

County Administrative Officer Rasmussen announced that the County had hired a new Director of Environmental Health, Michael Baker, in the Public Health Department and that he would be starting work on Monday, August 1, 2016. He has a PhD in Public Health and some other advanced degrees. They had a great pool of applicants. He thanked the City for allowing them to use the Council Chambers for their interview panel, since they had a PERS workshop that they had scheduled six months in advance.

Their other new hire will be the new Senior Planner/Assistant Director which will fulfill the Planner Director Role under State Statute. His name is Jeff Spencer. He was formally with Yakima County as their Assistant Planning Director. He left that organization in 2013 to try a private venture with someone that he was in a personal relationship with. They are no longer together so he wanted to get back in the Planning field, east of the Cascades in a small community. He starts work on Monday, August 1, 2016.

Their new Fair Coordinator, Brian Crow, started work on July 1, 2016. They went through two selection processes for this position. He comes from the private sector and has a lot of experience. They changed the model up there. Mr. Crow will report through Dana Lundy, Buildings and Grounds Department. They have moved their operations up to the Fair office. There is probably better day-to-day management, supervision, and goal setting. If this structure looks like it is going to work in this organization they may do an office improvement on-site. They still do Cemetery work selling the plots. It is not the most cohesive building for that type of operation, but it is doable.

The County is going to go through transitions over the next two years with other retirements. Jefferson County Public Works Director, Mike McHaney, is on track for a December 2017 retirement so they will probably be doing a selection process in May or June. They are going to start the process early so if they do not find a suitable applicant in the first set of applications, they will have time to go through the application process again.

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He mentioned that Chet Singleton, their Building Official, has kind of indicated to him that he would be considering retiring in 2018.

The County hired another full-time Building Inspector, Ed Mathews. They told him that his position would be based on the market so they might have to do a reduction in hours through the winter.

Discussion was held pertaining to the shortage of housing in the Madras area, and the reasons why more of the contractors may be building in Redmond and Bend. They also discussed the high cost of renting or buying a home in those areas.

IV REGIONAL LARGE LOT INDUSTRIAL APPLICATION STATUS THROUGH CENTRAL OREGON INTERGOVERNMENTAL COUNCIL (COIC)

Community Development Director Snead reported that the City had submitted an application to the Central Oregon Intergovernmental Council for a "Regional Large Lot" site for the Daimler test facility. They went to the Board in May and asked for their consent to move forward.

He reminded those in attendance that COIC has kind of a referee type responsibility where we have a plan that says how many of these "Regional Large Lots" we need within the region by a particular size. Their job is to make sure that whatever city is proposing a "Regional Large Lot", that it is generally consistent with that plan.

The City is proposing a 199 acre site. The COIC Board approved the application so he will move forward with the local hearings. They are tentatively planning a joint Planning Commission meeting with the Jefferson County Planning Commission and City Planning Commission in October. They will then go to the City Council and Board of Commissioners.

He referred to the map on the wall and explained the location of Phase I of the Daimler Test Facility. They have some other improvements that they are proposing which the County Planning Department just approved. The land that we want to bring in for Daimler has to be tangent to the existing Urban Growth Boundary, so you can't have some little island out there. While pointing to various areas on the map, he explained that what they are proposing, in order to get that adjacency, is that they have the ramp where aircraft can move and park, fuel up, and get to different hangars and the runway. This is what they call the Aircraft Operations Area so there is no building there.

What they are planning on doing is bringing in the Aircraft Operations Area for Runway 16-34 and the future cross runway into the UGB, and rezoning it as Open Space / Public

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Facilities, so it is locked down so the Department of Land Conservation and Development can be sure that we will not develop our Airport with anything other than that Aircraft Operations Area. This gets us to the adjacency or tangent to the Daimler site.

He mentioned that when they see that proposal there is really going to be several basic requests:

1. They propose to expand the Urban Growth Boundary;
2. Zone the Aircraft Operations Area from Airport Management on the County's map to the City's Open Space / Public Facilities; and
3. Zone the Daimler site as a Regional Large Lot.

He told those in attendance that he is hoping to have this wrapped up by the beginning of 2017.

City Administrator Burril commented that we will be the first community in Central Oregon to get one of these lots in since the program was developed several years ago.

Community Development Director Snead added that the program was adopted four years ago.

City Administrator Burril explained that at that time the City didn't envision the Daimler footprint or we would have asked to be one of those up to 500 acre sites. There is between 1,800 to 2,000 acres at the Airport which is item three to bring in over time. He indicated that we will be asking the Central Oregon Region Solutions Team if there is a way that we can do this in one step rather than piecemeal this as we go, because each time we prepare findings, those findings can be appealed, and there are costs and resources involved each time as well. It is in the City's best interest to see if there is a way, similar to Redmond, as they brought about 500 or 1,000 of BLM property in, two Legislative Sessions ago. We will be asking if this is an option for us. In this case it is already Zoned Airport Management.

Our goal is, since we are already managing the Airport, to permit the developments and get our tax base around those developments. This would really be a one-stop-shop versus multiple agency review. Our goal is not only to streamline development, but also to get a tax base out and around. This shouldn't hurt the County in any way as their tax base is already in place. We would just like to get ours around there.

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This is an Enterprise Zone so some of those tax revenues will not come in for 5+ or 6 years. He pointed out that, in the lease agreement, Daimler did agree to annexation.

He advised the County Commissioners that the City is trying to keep them apprised of what we are trying to accomplish, so that if they have any concerns they can discuss them.

Commissioner Fording told City Administrator Burril that what the City is trying to do there makes sense.

City Administrator Burril explained that it is hard to tell what exactly will be compatible and want to go in there. We didn't necessarily see the vastness of Daimler several years ago, but we are thankful that they are doing everything that they are doing. He said that the City didn't necessarily see the Air Museum and Aero Air partnership coming either.

V DISCUSSION WITH CENTRAL OREGON REGIONAL STRATEGIES (CORST) ON BRINGING THE MADRAS MUNICIPAL AIRPORT INTO THE CITY'S URBAN GROWTH BOUNDARY

This was listed as a separate agenda item; however, those presenting combined Sections IV and V in their discussions.

VI ADDITIONAL DISCUSSION

▶ AIRPORT NOISE REGULATIONS

City Administrator Burril reported that the City is still drafting the Airport Noise Regulations. He said that he knows this will be intermixed timing wise. One of our goals is to send a message to aeronautical oriented companies to let them know that we support their industry. The Medford Helicopter Company had to leave Medford because they weren't welcome, so we are hoping that by adopting those types of regulations that it sends a signal to folks leaving those areas that we want their business.

We are working on getting more protection than what we have now. We need the County's help to implement it as a communication tool to anybody that moves here or looks for those protections through the noise regulations.

Councilor Brown suggested the need to limit residential around the Airport as some airports have not done this and their airport is really restricted, so there is no expansion of business, operations, etc.

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▶ NOISE ORDINANCE

Community Development Director Snead explained that the contractor working on this project completed their analysis of the existing regulations to identify what we need to do additionally to create these proper protections. They concluded that:

1. The City has some regulations, but could do a little bit more. He reviewed the draft today.
2. The County's Zoning Ordinance for the Airport encompasses all of the Airports in the County (e.g. Madras, Lake Billy Chinook, etc.).

The comment was made that if the County is interested in having the same regulations as the City, they would either need to amend their zoning ordinance or adopt a standalone ordinance that would be specific to that.

He estimated that within the next month we should have a better understanding of what would be needed in terms of the County. He indicated that he will work with the County's new planner to bring him up to speed as soon as possible, but because their planner is new, he would like to have the ability to come before them, brief them on this, and get their support to move forward, as he does not want to move forward in developing an ordinance for them that may ultimately not be something that they would want.

City Administrator Burrii requested confirmation that this would include a public involvement process.

Community Development Director Snead assured him that it would. He explained that those that are directly or indirectly affected will have plenty of opportunities to provide feedback on this, including the realtors.

▶ SOLAR ECLIPSE

County Administrative Officer Rasmussen wanted to know if the City is still proposing to do something at the Airport or if the City is trying to find somebody new.

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City Administrator Burril explained that the City is very much open to working with the Jefferson County Tourism Group. There have been various proposals. They have indicated that they are looking at an alternate location, but have not yet described what it is or where it is. The City is looking for them to share that with us. The Airport is still available for a group. We are hoping to be partnering with groups in the community.

Next week there is a group that is presenting at the Library. This is a group that is going around the United States just getting the message out there and we will attend that.

Lysa Vattimo, our Planning Coordinator, wants to do a press release in August, 2016. They will continue to plan traffic management and public safety.

State agencies (e.g. ODOT, State Police, etc.) will be here on September 21, 2016 from 9:00 a.m. to 12:00 p.m. There will be fourteen or fifteen state officials here. This is where we will get to clarify what we see happening, and can make them aware of the help we will need.

Individuals from the Lowe Observatory have indicated that they have reserved 71 motel rooms in Bend and will be up here looking for a place to do a day event.

Councilor Brick mentioned that half of them are interested astronomers and the other half, out of the Lowe Observatory, actually have government funding research projects that they are working on.

County Administrative Officer Rasmussen indicated that they are anticipating that they will sell out the ball fields at the Juniper Hills Park for \$1,000 each for those scientists that want a little more privacy.

▶ **CODE ENFORCEMENT - 283 "H" Street / 179 "D" Street**

Community Development Director Snead announced that the Code Enforcement Project at 283 "H" Street is approximately 95% completed, and estimated that they will be hauling a total of five 30-yard dumpsters off of the premises. He expressed appreciation to the Jefferson County Commissioners for the use of the County's Parole and Probation work crew. He encouraged the City Council members and County Commissioners to drive by the house.

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He explained that when the backhoe was busy and the work crew couldn't do anything, they fired up the weed eaters and lawn mowers. All of the grass and weeds are down.

When the bank forecloses on the property, he thinks that this will lead to someone buying the house.

It is his understanding that the County will take ownership on the property at 179 "D" Street, assuming that the property taxes aren't paid. He said that he has heard two people express an interest in purchasing the property and reconstructing the home and getting it in a condition where it is livable. He recommended that the County Commissioners consider this as an option when they figure out what they want to do with the property.

He told the County Commissioners that it is a little premature for him to start working with staff and the Jefferson County Fire Department to do a "learn to burn", particularly when there are people who have expressed an interest in it. In his opinion, if we have someone that wants to buy it and get it back into a good condition so it can be on our tax rolls, then this is probably our goal as a community. He does not believe burning it down would be helpful to accomplish this goal.

County Administrative Officer Rasmussen explained that the County will get the property in October 2016, but he does not know if the State will then take the property from them as the property owes \$25,000 in property taxes. The County hasn't done one of these before. He said that he is not sure if the State will tell them to sell the property for more than that or whether, if the County doesn't sell it for more than that, the County would have to pay them back? In his opinion, it seems ridiculous that the State let it go so long, as they should have started procedures as soon as they were informed, by the County, that the people that were under Senior property deferral were deceased, so they failed to protect that asset.

▶ MADRAS PHYSICAL THERAPY GROUP

County Administrative Officer Rasmussen reported that the Jefferson County Commission signed a loan agreement today with the Madras Physical Therapy Group, so they should soon be starting construction off of "J" Street.

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VII ADJOURN

The City Council - County Commission meeting was adjourned at 12:56 p.m.

Karen J. Coleman, City Recorder

CITY OF MADRAS

Request for Council Action

Date Submitted: July 27, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Land Use Agreement with Jefferson County for Central Stormwater Collection and Water Treatment Project and Water line Easement

TYPE OF ACTION REQUESTED:

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

Formal action / motion that Council take formal action to approve:

1. The land use agreement with Jefferson County for the Central Stormwater Collection Water Treatment Project.
2. The Easement Document giving the City a waterline easement.

DESCRIPTION:

The Attached documents do the following:

1. Upon the City acquiring project funds the City will construct a new City Stormwater Mainline System on Jefferson County property.
2. Providing the City with a 20 foot waterline easement across Jefferson County property.

STAFF ANALYSIS:

On January 26, 2015, City approved SP-14-7 (Jefferson County Courthouse), County’s site plan for the construction of a courthouse at the Property, subject to certain conditions of approval. Condition of Approval No. 45 requires County to enter into an agreement with City to allow City to construct a new City stormwater mainline system on the property.

City and Jefferson County School District 509J are parties to the Land Use Agreement for Control and Tenure signed by City on January 12, 2011 (see attached). On September 3, 2014, City approved Lot Line Adjustment No. LLA-14-7 which incorporated a portion of Tax Lot 2400 into the Property. As a condition of approval of Lot Line Adjustment No. LLA-14-7, County will not alter or affect the terms and conditions of the School District Land Use Agreement.

The conditions of approval states that within one year of site plan approval the County will enter into an agreement with the City, to allow the city to construct a new City Storm Mainline System on the County’s property per the Land use agreement for Control and Tenure, between the City of Madras and Jefferson County School District.

Staff is requesting that Council approve the documents once finalized which will occur between meetings.

SUMMARY:

- A. **Fiscal Impact:**
Future Improvement for stormwater management – To be determined; cost of ability to construct improvement on County property is only the legal, survey and construction costs (no additional fees to County for right to use property).

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

- C. **Recognition of Collateral Material and Technical Report:**
 - Land Use Agreement for Control & Tenure; property exhibit
 - Conditions of Approval SP-14-7
 - Waterline Easement

RECOMMENDATION:

Formal action / motion that Council take formal action to approve:

1. The land use agreement with Jefferson County for the Central Stormwater Collection Water Treatment Project.

2. The Easement Document giving the City a waterline easement.

LAND USE AGREEMENT
CENTRAL STORMWATER COLLECTION AND WATER TREATMENT PROJECT

This Land Use Agreement Central Stormwater Collection and Water Treatment Project (this "Agreement") is made and entered into effective on _____, 2016 (the "Effective Date") between Jefferson County, a political subdivision of the State of Oregon ("County"), and the City of Madras, an Oregon municipal corporation ("City").

RECITALS:

A. County owns certain real property (and all improvements located thereon) located in the City of Madras, Jefferson County, Oregon identified as Tax Lot 5701 on Jefferson County Assessor's Map #11-13-11AD and described on the attached Exhibit A (the "Property").

B. City's Stormwater Master Plan requires City to construct a central stormwater facility. Part of the central stormwater facility requires constructing a new City stormwater mainline system.

C. City and Jefferson County School District 509J (the "School District") are parties to the Land Use Agreement for Control and Tenure signed by City on January 12, 2011 (the "School District Land Use Agreement") attached as Exhibit B. Pursuant to the School District Land Use Agreement, upon City acquiring project funding, City will construct a new City stormwater mainline system on the School District's property located at Tax Lot 2400 Map 11-13-11AD (Westside Elementary) ("Tax Lot 2400").

D. On September 3, 2014, City approved Lot Line Adjustment No. LLA-14-7 which incorporated a portion of Tax Lot 2400 into the Property. As a condition of approval of Lot Line Adjustment No. LLA-14-7, County will not alter or affect the terms and conditions of the School District Land Use Agreement.

E. On January 26, 2015, City approved SP-14-7 (Jefferson County Courthouse), County's site plan for the construction of a courthouse at the Property, subject to certain conditions of approval. Condition of Approval No. 45 requires County to enter into an agreement with City to allow City to construct a new City stormwater mainline system on the Property. City imposed Condition of Approval No. 45 to ensure that County will not alter or affect the terms and conditions of the School District Land Use Agreement.

F. City and County are entering into this Agreement in order to, among other things, define the terms and conditions under which City will be permitted to construct a new City stormwater mainline system on the Property.

AGREEMENT:

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

1. Scope. This Agreement affects the Property. As described in Recital E above, City approved County's site plan for the construction of a courthouse on the Property subject to the condition that County enter into an agreement with City to allow City to construct a new City stormwater mainline system (the "Improvements"). This Agreement will cover the Improvements and any construction activity in, on, over, and/or under the Property, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work concerning the Improvements (collectively the "Construction Work").

2. Easement. Upon City acquiring project funding, City agrees to prepare, at no cost to County, a stormwater utility easement, legal description, and signatory recording document pursuant to which County will grant and convey to City and City's successors and assigns a perpetual, appurtenant, and non-exclusive easement (the "Easement") in, upon, under, and over the Property (the "Easement Area").

2.1 Nature of Easement. The Easement will be for the benefit of City (and its successors and assigns) and any other utilities that County may approve from time to time and will be for the purpose of the installation, operation, and maintenance of the Improvements. City's use of the Easement Area will be made subject to and in accordance with applicable federal, state, and local laws, regulations, rules, ordinances, and codes. City will correct, at City's expense, any failure of compliance with any applicable federal, state, and local laws, regulations, rules, ordinances, and codes created through City's fault and/or by reason of City's use of the Easement Area. The Easement will include ingress and egress access over, under, through, and across the Easement Area for the aforementioned purposes, together with the right of ingress and egress to, from, and along the Easement Area provided such ingress and egress access is made in accordance with this Agreement. The Easement will be granted subject to all prior easements and encumbrances whether of record or apparent from a visual inspection of the Property. The Easement and covenants contemplated in this Agreement will run with the land and be binding upon the successors and assigns of the interest in the land.

2.2 County's Use of Easement Area. County may at any time after completion of the Improvements, utilize the spaces within the Easement Area for such uses as are compatible with those areas, in a manner which will not cause any of the following: (a) any damage to the Improvements; (b) interference with the use or purpose of the Improvements; and/or (c) danger to persons using the areas. County will not construct, maintain, and/or allow any permanent building or structure in, on, under, or over the Easement Area. In the event County constructs, maintains, and/or allows any permanent building or structure in, on, under, or over the Easement Area, County will immediately remove the building or structure, at County's sole cost and expense, upon the written request by City.

3. Improvements. Upon City acquiring project funding, City will construct the Improvements in the Easement Area subject to the terms and conditions contained in this Agreement and the following:

3.1 Construction Work. County grants City permission to perform and complete the Construction Work in the Easement Area. Prior to City commencing (or causing another to commence) any Construction Work within the Easement Area, City will (a) provide County's property manager ten (10) days' prior written notice, (b) obtain all necessary permits concerning the proposed Construction Work, if any, and (c) file with County maps, materials, documentation, a copy of the proposed work order, any necessary permits, and any other information or documentation requested by County concerning the proposed Construction Work. City will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (w) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures, if any; (x) all Construction Work will be completed so as to minimize disruption and interference with County's and/or County's Agents use of the Property; (y) all Construction Work will be completed in accordance with this Agreement and applicable federal, state, and local laws, regulations, rules, ordinances, and codes; and (z) all Construction Work will be completed in a good workmanlike manner. "Agent(s)" means the officers, employees, agents, contractors, and/or representatives of the identified party.

3.2 County Inspection. Prior to City commencing (or causing another to commence) Construction Work, County, as the owner of the Property, may inspect all schematic design and construction plans for the Improvements, including, without limitation, removal or abandonment of the existing stormwater mainline and drywell within the stormwater corridor. Construction Work will not commence without County's prior approval, which may not be unreasonably withheld. Notwithstanding anything in this section to the contrary, County will not have the right to limit or otherwise alter the Improvements.

4. Approval; Maintenance. Notwithstanding Section 3.2 of this Agreement, County's signature on this Agreement indicates its approval of City to (a) remove any existing stormwater mainline and drywell on the Property and (b) install, maintain, and operate the Improvements on the Property. City's signature on this Agreement indicates its commitment for continuing maintenance and responsibility of the Improvements subject to terms and conditions contained in this Agreement.

5. Indemnification. Each party will defend, indemnify, and hold the other party, its officers, employees, agents, contractors, and representatives harmless for, from, and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and expenses, including, without limitation, attorney fees, arising out of the party's breach and/or failure to perform any representation, warranty, covenant, and/or obligation under this Agreement.

6. Miscellaneous.

6.1 Persons Bound by Agreement. It is the intent of the parties that the provisions of this Agreement will be binding upon the parties, the parties' successors, heirs, executors, administrators, and assigns, or any other parties deriving any right, title, interest, or use in or to the Property, including any person who holds such interests as security for the payment on any obligation, including the mortgagee or other secured party in actual possession of the Property by foreclosure or otherwise or any person taking title from such security holder.

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

If to City:

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

If to County:

Jefferson County
ATTN: Property Manager
66 SE D Street
Madras, Oregon 97741

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

6.4 Governing Law; Amendment. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. This Agreement may be amended only by a written agreement signed by each party.

6.5 Attorney Fees. In the event of an action, suit or proceeding, including appeal therefrom, is brought for breach of any terms of this Agreement, or for any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.

6.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not

limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. By their signatures, all signatories to this Agreement signing in a representative capacity certify that they are authorized to sign on behalf of and bind their respective principals.

CITY OF MADRAS

JEFFERSON COUNTY

Royce Embanks, Mayor

Mae Huston, Commission Chair

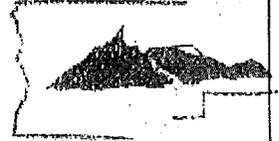
Date: _____

Date: _____

Exhibit A
Legal Description – Property

JEFFERSON COUNTY
Surveyor

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



Jefferson County
November 4, 2014
Job# 14069a

PROPERTY LINE ADJUSTMENT CASE FILE LLA-14-7
TRACT A - NEW PROPERTY DESCRIPTION

Parcel 1 of Partition Plat No. 2013-01 as filed in the Jefferson County Clerk's Office, located in the SE ¼ of the NE ¼ of Section 11, T. 11 S., R. 13 E., W.M., City of Madras, Jefferson County, Oregon.

And

That portion of Parcel 2 of Partition Plat No. 2007-03 as filed in said Jefferson County Clerk's Office lying North and West of the following described line:

Commencing at the Northwest corner of said Parcel 2; thence South 00° 04' 06" East along the West line of said Parcel 2 a distance of 95.82 feet to the Point of Beginning of this Description, monumented with a 5/8 inch diameter rebar with red plastic cap marked "JEFFERSON CO. SURV. LS 2208"; thence North 89° 55' 24" East a distance of 269.99 feet to a 5/8 inch diameter rebar with red plastic cap marked "JEFFERSON CO. SURV. LS 2208"; thence North 00° 04' 53" West a distance 164.30 feet to the North line of said Parcel 2 and the End of this Description.

Subject to easements of record as shown on said Partition Plat No. 2013-01 and Partition Plat No. 2007-03.

End of Description

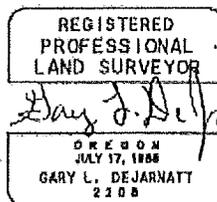
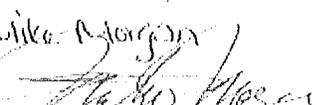


EXHIBIT B
School District Land Use Agreement

Exhibit B

Central Stormwater Collection and Water Treatment Project

Land Use Agreement for Control & Tenure

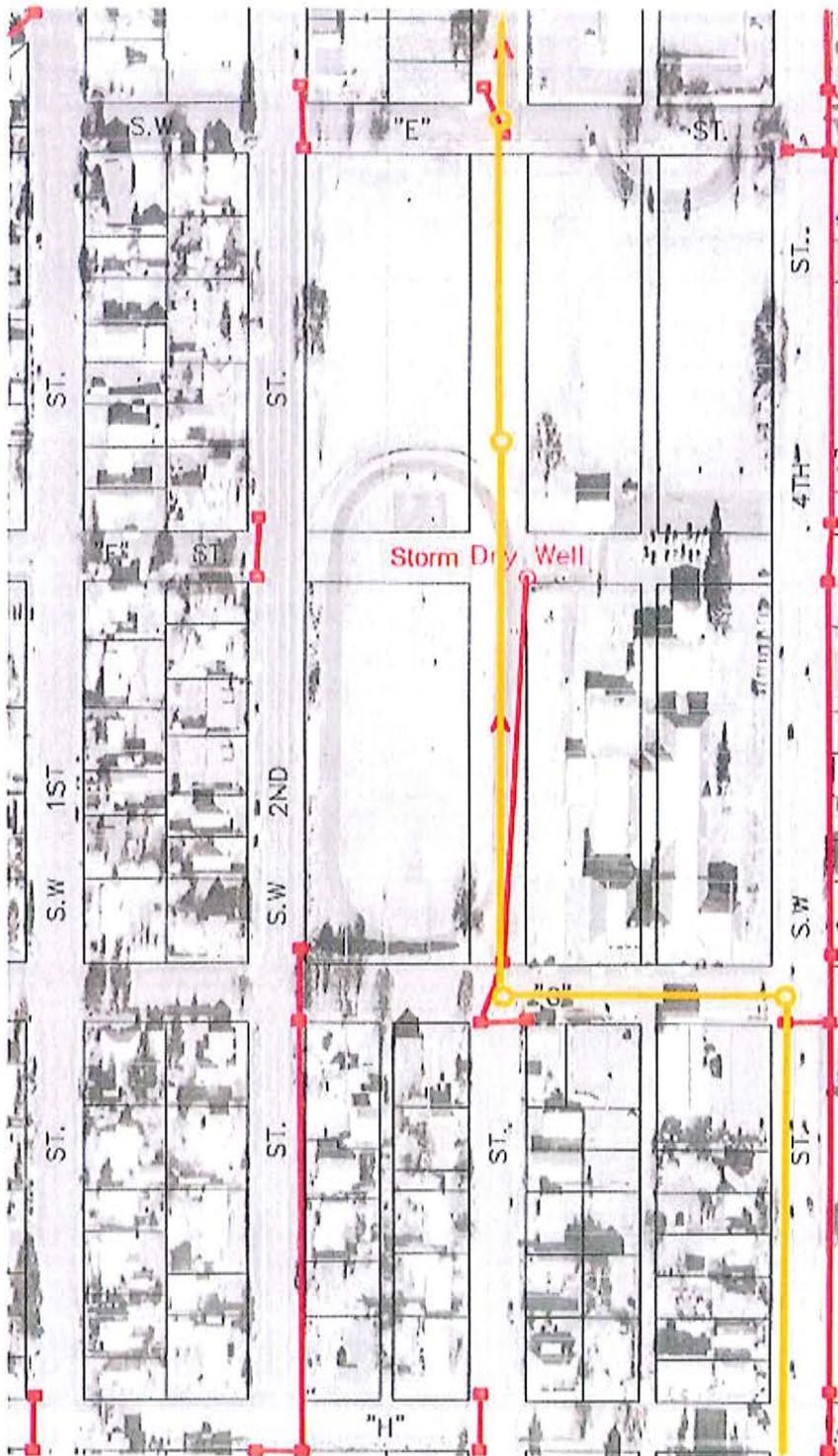
Jefferson County School District 509J Approval (Approving City of Madras to remove existing storm mainline and drywell and install a new stormwater mainline on Jefferson County School District property near the intersection of G & 3 rd Streets where illustrated in the attached exhibit and per conditions listed below)	
Name: Bradley Holliday	Title: School Board Chair
Signature: 	Date: January 11, 2011
Maintenance Agreement by City of Madras (Commitment for long-term maintenance and responsibility of the stormwater mainline by the City of Madras at the location referenced in the attached exhibit per the conditions listed below)	
Name: Mike McGeorge	Title: City Administrator
Signature: 	Date: 1-12-2011

Conditions of Land Use Agreement: Upon the City acquiring project funding, the City will construct a new City Stormwater Mainline System on School District Property near the intersection of G and 3rd Street as further illustrated by the attached exhibit and per the conditions listed below:

1. The construction and maintenance will be done in a workmanlike manner, with no undue interruption of school activities, and no cost at any time to the School District; and
2. Prior to commencement of construction, the School District will have the right, as the transferring Owner, to prior approval of all schematic design and construction plans including but not limited to removal or abandonment of the existing storm mainline and drywell, and the City will not construct the project without the District's prior approval; and
3. The School and its students may, at any time after completion of the project, utilize the spaces within the boundary of the project for such uses as are compatible with the areas within the project, in a manner which will not cause any damage to the project, interference with its use or purpose, or danger to persons using the areas; and
4. The City will indemnify hold the District harmless from any and all claims by any party at any time arising out of the construction, use, design and maintenance of the project; and
5. The City agrees to prepare a stormwater utility easement legal description and signatory recording document following final design and School District approval at no cost to the School District.

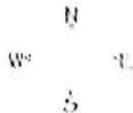
Central Stormwater Collection and Water Treatment Project

6. The existing storm mainline and drywell on the School District's property will be abandoned/removed as part of the storm system improvement project.



CENTRAL CORRIDOR
STORMWATER
COLLECTION AND
WATER TREATMENT
PROJECT -
CONCEPTUAL PLAN

Proposed Storm
Existing Storm
Legend



Storm Dry Well

After recording, return to:

City of Madras
Attn: City Recorder
125 SW E Street
Madras, OR 97741

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this "Agreement") is made and entered into effective on _____, 2016 (the "Effective Date") by and between Jefferson County, a political subdivision of the State of Oregon ("Grantor"), whose address is 66 SE D Street, Madras, Oregon 97741, and the City of Madras, an Oregon municipal corporation ("Grantee"), whose address is 125 SW E Street, Madras, Oregon 97741.

RECITALS:

A. Grantor is the owner of certain real property (and all improvements located thereon) located in the City of Madras, Jefferson County, Oregon, as more particularly described on the attached Exhibit A (the "Property").

B. Grantee approved SP-14-7, Grantor's site plan for the construction of a courthouse at the Property, subject to certain conditions of approval. Condition of Approval No. 44 requires Grantor to establish a public utility easement for water lines.

C. Grantor and Grantee are entering into this Agreement in order to, among other things, define the terms and conditions under which Grantee will be permitted to use the Easement Area (described below).

AGREEMENT:

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

1. Nature of Easement.

1.1 Definitions. Unless defined elsewhere in this Agreement, terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

1.2 Easement Area. Subject to the terms and conditions contained in this Agreement, for and in consideration of value received, Grantor does hereby grant unto Grantee and its successors in interest and assigns, a perpetual, appurtenant, non-exclusive easement under and over that portion of the Property more particularly described and depicted on the attached Exhibit B (the "Easement Area"). Notwithstanding that Grantee acknowledges that Condition of Approval No. 44 (described in Recital B) requires that Grantor establish a 15-foot public utility easement, Grantee hereby accepts a 20-foot right of way.

1.3 Nature of easement. The Easement is non-exclusive and for the benefit of Grantee and its successors and assigns. Grantor reserves the right to use the surface of the Easement Area for walkways, plantings, parking and related uses provided, however, such uses will not be inconsistent or will not unreasonably and materially interfere with Grantee's rights under this Agreement. The Easement includes the right of ingress and egress (and to that end, cross over, under, through and upon) the Property for the purpose of accessing the Easement Area.

2. Construction Work; Repairs; Maintenance. The Easement will be used to construct, reconstruct, repair, operate, and maintain public utilities and facilities including, without limitation, water lines. Grantor grants Grantee permission to perform and complete the Construction Work in the Easement Area. Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (a) all Construction Work will be completed in a safe manner; (b) all Construction Work will be completed so as to minimize disruption and interference with Grantor's and/or Grantor's Agents use of the Property; (c) all Construction Work will be completed in accordance with this Agreement and applicable laws; and (d) all Construction Work will be completed in a good workmanlike manner. Upon completion of construction, reconstruction, maintenance and/or repair, Grantee will restore the surface of the Property as nearly and as reasonably practical to its original condition, grade, and level as existing prior to such work. Grantee will repair and maintain all water lines and other elements of the public utilities in the Easement Area.

3. Miscellaneous.

3.1 Easement Runs with the Land. The Easement and covenants contained in this Agreement will run with the land and will be binding upon Grantor's and Grantee's successors, personal representatives, heirs, and assigns.

3.2 Amendment; Counterparts; Severability; Notices. 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 and duly recorded in the Official Records of Jefferson County, Oregon. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. 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. All notices required or permitted under this Agreement (a) must be in writing, (b) must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other parties, and (c) will be considered delivered (i) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service (with confirmation of delivery), or (ii) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

3.3 Governing Law; Venue; Attorney Fees. 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. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Agreement, or for any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

3.4 Interpretation. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective on the Effective Date.

GRANTOR:
Jefferson County,
a political subdivision of the State of Oregon

GRANTEE:
City of Madras,
an Oregon municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Date: June ____, 2016

Date: June ____, 2016

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me on June ____, 2016 by _____, who stated that he/she is the _____ of Jefferson County, a political subdivision of the State of Oregon, and that he/she is authorized to execute the foregoing instrument on behalf of Jefferson County.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me on June ____, 2016 by _____, who stated that he/she is the _____ of the City of Madras, an Oregon municipal corporation, and that he/she is authorized to execute the foregoing instrument on behalf of the City of Madras.

Notary Public for Oregon
My Commission Expires: _____

Appendix A
Definitions

“Agent(s)” means the officers, employees, agents, contractors, and/or representatives of the identified party.

“Agreement” has the meaning assigned to such term in the preamble.

“Construction Work” means any construction activity in, on, over, and/or under the Property, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work concerning the water lines to be placed in the water line easement described in attached Exhibit B.

“Easement” means the perpetual, appurtenant, and non-exclusive easement granted by Grantor to Grantee under Section 1.2.

“Easement Area” has the meaning assigned to such term under Section 1.2.

“Effective Date” has the meaning assigned to such term in the preamble.

“Grantee” has the meaning assigned to such term in the preamble.

“Grantor” has the meaning assigned to such term in the preamble.

“Property” has the meaning assigned to such term in Recital A.

EXHIBIT A
Legal Description – Grantor's Property

JEFFERSON COUNTY
Surveyor

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



Jefferson County
November 4, 2014
Job# 14069a

PROPERTY LINE ADJUSTMENT CASE FILE LLA-14-7
TRACT A - NEW PROPERTY DESCRIPTION

Parcel 1 of Partition Plat No. 2013-01 as filed in the Jefferson County Clerk's Office, located in the SE ¼ of the NE ¼ of Section 11, T. 11 S., R. 13 E., W.M., City of Madras, Jefferson County, Oregon.

And

That portion of Parcel 2 of Partition Plat No. 2007-03 as filed in said Jefferson County Clerk's Office lying North and West of the following described line:

Commencing at the Northwest corner of said Parcel 2; thence South 00° 04' 06" East along the West line of said Parcel 2 a distance of 95.82 feet to the **Point of Beginning of this Description**, monumented with a 5/8 inch diameter rebar with red plastic cap marked "JEFFERSON CO. SURV. LS 2208"; thence North 89° 55' 24" East a distance of 269.99 feet to a 5/8 inch diameter rebar with red plastic cap marked "JEFFERSON CO. SURV. LS 2208"; thence North 00° 04' 53" West a distance 164.30 feet to the North line of said Parcel 2 and the **End of this Description**.

Subject to easements of record as shown on said Partition Plat No. 2013-01 and Partition Plat No. 2007-03.

End of Description

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 17, 1988
GARY L. DEJARNATT
2208

Renewal Date: 12-31-2015

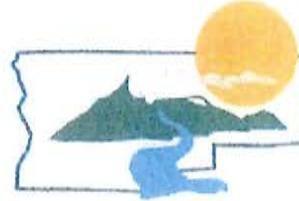
EXHIBIT B
Description and Depiction of Easement Area

JEFFERSON COUNTY

Surveyor

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

Jefferson County
February 24, 2016
Job# 16017



WATER LINE EASEMENT DESCRIPTION

A water line easement across a portion of Parcel 1 of Partition Plat No. 2013-01 and a portion of Parcel 2 of Partition Plat No. 2007-03 as filed in the Jefferson County Clerk's Office, located in the SE ¼ of the NE ¼ of Section 11, T. 11 S., R. 13 E., W.M., City of Madras, Jefferson County, Oregon described as follows:

A 20-foot wide water line easement being 10 feet each side of the following described centerline:

Commencing at the Northeast corner of said Parcel 1 thence South 00°04'53" East along the East line of said Parcel 1 a distance of 316.54 feet; thence South 89°58'41" West a distance of 35.00 feet to the West line of a 70-foot wide public access easement and utility easement (per a reservation of utilities recorded in Book 36, Page 397 and also dedicated on Partition Plat No. 2013-01) and the **Point of Beginning** of this description; thence continuing South 89°58'41" West a distance of 137.63 feet; thence North 00°00'02" East a distance of 16.07 feet to a point hereinafter referred to as "Point A"; thence continuing North 00°00'02" East a distance of 29.50 feet to the **end of this description**.

The sidelines of this easement to shorten or lengthen to intersect with the West line of said 70-foot wide public utility easement.

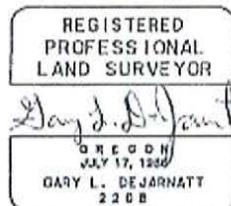
A 10-foot wide water line easement being 5 feet each side of the following described centerline:

Beginning at the above described "Point A" thence North 89°59'58" West a distance of 15.91 feet to the **end of this description**,

The sidelines of this easement to shorten or lengthen to intersect with the West line of the 20-foot wide water line easement described above.

The Basis of Bearings for this description is South 00°04'53" East along the East line of Parcel 1 of Partition Plat No. 2013-01 as shown on Property Line Adjustment Survey recorded as MF# 2014-3488 and filed as CS# 14-018.

End of Description



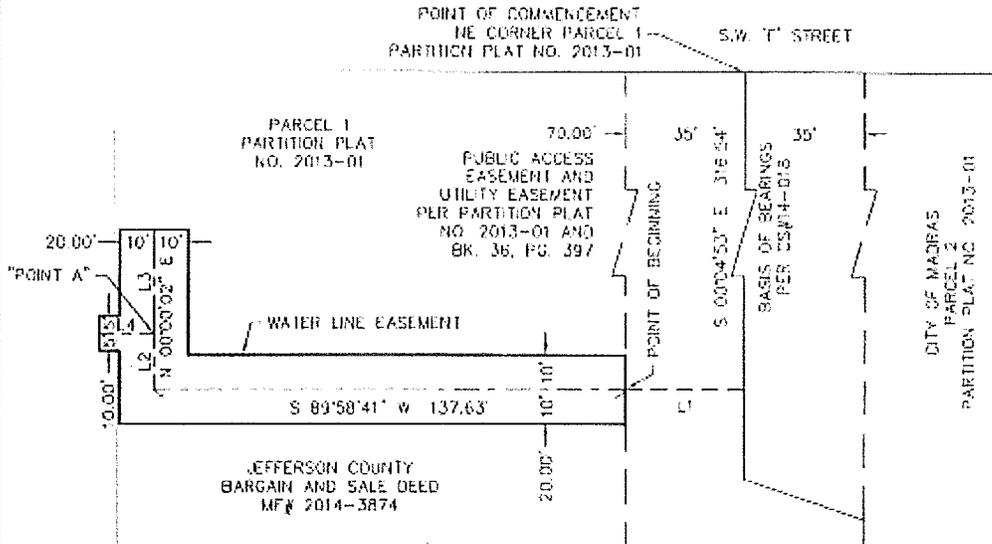
Renews: 12/31/2017

WATER LINE EASEMENT EXHIBIT

LOCATED IN THE SE 1/4 OF THE
NE 1/4 OF SEC. 11, T. 11 S.,
R. 13 E., W.M., CITY OF MADRAS,
JEFFERSON COUNTY, OREGON.

1 INCH = 40 FEET

FOR JEFFERSON COUNTY
AT THE REQUEST OF ALEXA GASSNER
JEFFERSON COUNTY COUNSEL



LINE TABLE:

LINE	BEARING	DISTANCE (FT.)
L1	S 89°58'41" W	35.00'
L2	N 00°00'02" E	16.07'
L3	N 00°00'02" E	29.50'
L4	N 89°59'59" W	15.91'

LEGEND:

L1	LINE LABEL, SEE LINE TABLE.
---	EASEMENT SIDELINE
- - - - -	EASEMENT CENTERLINE
---	PROPERTY LINE
---	EXISTING EASEMENT LINE
CS#	COUNTY SURVEY NUMBER.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gary L. DeJarnatt

OREGON
JULY 17, 1968
GARY L. DEJARNATT
2208

RENEWS: 12/31/2017

PREPARED BY:
GARY L. DEJARNATT,
JEFFERSON COUNTY SURVEYOR

COURTHOUSE
66 S.E. 'D' STREET,
SUITE A
MADRAS, OR 97741
PHONE: (541) 475-4459
DRAWING: 140630E DWG

DATE: FEBRUARY 24, 2016
SHEET 1 OF 1
JOB # 16017
CRD. 140630 CRD

CITY OF MADRAS

Request for Council Action

Date Submitted: August 12, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Contract Change Order #1 for Construction Services Contract between the City of Madras and Alex Hodges Construction, Inc for Construction of Daimler Road

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council approves Contract Change Order No. 1 for construction services contract between the City of Madras and Alex Hodges Construction, Inc. for construction of the new Daimler Road in the amount of \$87,520.18 and extend the contract to September 30, 2016

DESCRIPTION:

Contract Change Order #1 will consist of the following:

1. Additional 4" conduit and deletion of 2" conduit
 - a) Add 11,794 LF of 4" SCH 40 Conduit at \$2.65 LF = \$31,254.10
 - b) Delete 15110 LF of 2" SCH 40 conduit at \$1.28 LF = (\$19,340.80)
 - c) Remove additional 10% of deleted work for profit/overhead = \$1,934.08

Total = \$9,979.20
2. Additional conduit trenching for access road B per Century West memo
 - a) Add 812 LF of trenching and conduit per bid item 13 from vault to gate 812 LF at \$12.00 = \$9,744.00

Total = \$9,744.00
3. Additional scope for fencing and gates
 - a) Add 30 foot automated gate = \$24,300.00
 - b) Add power for auto gate = \$5,316.00

Total = \$ 29,616.00

4. 2 CCTV Cameras
 - a) Add 2 cameras, software, communications, installation set up and permits = \$9,925.61
 - b) Power to 2 camera locations including meter base, permit and tie in into light pole = \$ 12,150.00

Total = \$ 22,075.61
 5. Additional rework on drainage trenches
 - a) 16 hours JD 75 G excavator \$ 135.00 an hour = \$2,160.00
 - b) 16 hours labor at \$ 85.00 an hour = \$1,360.00

Total = \$ 3,520.00
 6. Additional Vaults
 - a) 2 Vaults down access road B = \$5,990.00

Total = \$5,990.00
 7. Profit, Overhead and Bond
 - a) Profit and Overhead = \$4,046.24
 - b) Bond = \$2,549.13

Total = 6,595.37
 8. Contract time extension to September 30, 2016 no additional cost
- Total Cost CCO #1 = \$87,520.18**

STAFF ANALYSIS:

Several changes occurred during construction that resulted in the need for a change order on the project. Pacific Power noted that an additional 4" conduit was needed to satisfy the demand at the Daimler site which resulted in a change to the utility trench and conduit quantities. We also requested that the gate at drag strip entrance be changed to a power operated gate which resulted in additional conduit, electrical, vaults and a change in the gate. We also requested that 2 security cameras be added in the area which was an additional cost for the cameras and added electrical work. The drainage ditch in one area conflicted with the installation of the waterline resulting in the need to raise the ditch line up after it was constructed. This resulted in additional rework on the road ditch line. This additional work will require additional time therefore the contract will be revised to September 30, 2016 with the condition that no work will be allowed on August 25th thru August 28th.

Staff has negotiated the change order pricing and recommends that Council approve contract change order no. 1 to Alex Hodge Construction in the amount of \$87,520.18

SUMMARY:

A. Fiscal Impact:

Madras Municipal West Access Road Project (aka Daimler Road)

• Design and Const. Engineering (Century West)	=	\$ 125,473.00
▪ Change Order #1	=	\$ 19,800.00
• Revised Contract Amount	=	\$ 145,273.00
• Construction Services Contract Material (Latham)	=	\$ 35,700.00
▪ Change Order #1 (Time Extension)	=	\$ 0.00
▪ Change Order #2	=	\$ -14,700.00
▪ Change Order #3	=	\$ 8,640.00
• Revised Contract Amount	=	\$ 29,640.00
• Construction Services Contract (Alex Hodge)	=	\$ 767,416.00
▪ Change Order #1	=	\$ 87,520.18
• Revised Contract Amount	=	\$ 854,936.18
• Mat. and Equip. for Road Construction (estimated)	=	\$ 90,000.00
• Pacific Power Lighting contract	=	\$ 48,618.00
• High Desert Aggregate and Paving By-Pass Road	=	\$ 19,330.00
• Road Construction (City Forces In Kind)	=	\$ 164,012.50
• Land Dedication for Road	=	\$ 154,149.00
• Water Line (DVWD)	=	\$ 126,422.56
• Contingency	=	\$ 763,520.18
• Total Road Project Cost	=	\$ 2,395,901.42

Revenue

• Infrastructure Finance Authority	=	\$ 150,000.00
• Immediate Opportunity Fund	=	\$ 841,137.21
• City (land & labor/equipment grading)	=	\$ 318,161.56
• Developer (Daimler) Cost Share	=	\$1,086,602.65
• Total Revenue	=	\$ 2,395,901.42

B. Funding Source:

- Airport Operations Fund, Capital Outlay, 509-090-540-1003
- This project has been budgeted for FY 16-17 therefore a budget resolution is not required.

C. Recognition of Collateral Material and Technical Report:

See attached:

- Contract Change Order #1

RECOMMENDATION:

Formal Action/Motion that Council approves Contract Change Order No. 1 for construction services contract between the City of Madras and Alex Hodges Construction, Inc. for construction of the new Daimler Road in the amount of \$87,520.18 and extend the contract to September 30, 2016



THE CITY OF MADRAS

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

CONTRACT CHANGE ORDER

Date: 8/23/2016
Change Order No. 1

TO: Alex Hodge Construction, Inc.
P.O. Box 339
Bend, Oregon 97709

Phone: 541-419-3239
Fax:

PROJECT: Madras Municipal Airport West Access Road

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

- 1 Add additional 4" conduit and deletion of 2" Conduits
- 2 Additional Conduit trenching for access road B per Century West memo
- 3 Additional scope for fencing and gates
- 4 2 CCTV Cameras
- 5 Additional rework on drainage trenches
- 6 2 Vaults down Access Road B
- 7 Overhead, Profit, and Bond
- 8 Contract time extension to September 30, 2016 no additional cost

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

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

- None
- Describe:
Contract Time Extension Until September 30, 2016, **Absolutely NO WORK**
is allowed on site during August 25th through August 28, 2016

ORIGINAL CONTRACT AMOUNT:				\$767,416.00	
PREVIOUS CHANGE ORDERS				\$ -	
ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00	\$ 9,979.20	Add additional 4" conduit and deletion of 2" Conduits	\$ 9,979.20
2	LS	1.00	\$ 9,744.00	Additional Conduit trenching for access road B per Century We	\$ 9,744.00
3	LS	1.00	\$ 29,616.00	Additional scope for fencing and gates	\$ 29,616.00
4	LS	1.00	\$ 22,075.61	2 CCTV Cameras	\$ 22,075.61
5	LS	1.00	\$ 3,520.00	Additional rework on drainage trenches	\$ 3,520.00
6	LS	1.00	\$ 5,990.00	2 Vaults down access road B	\$ 5,990.00
7	LS	1.00	\$ 6,595.37	Overhead and Profit and bond	\$ 6,595.37
8	LS	1.00	\$ -	Contract time extension to September 30, 2016 no additional c	\$ -
TOTAL REVISED CONTRACT AMOUNT:					<u>\$854,936.18</u>

CITY OF MADRAS:

Alex Hodge Construction

Royce Embanks, Mayor; Council President or Mayor Pro Tem

Name: _____

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

CITY OF MADRAS

Request for Council Action

Date Submitted: July 29, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Michele Quinn, Public Works Administrative Assistant
From: Jeff Hurd, Public Works Director
Subject: Contract Amendment No. 3 – Harper Houf Peterson Righellis for professional services for the City of Madras Wastewater Master Plan Update and Industrial Site Readiness Plan

TYPE OF ACTION REQUESTED:

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

Formal action / motion that Council approves Contract Amendment No. 3 to the City Engineer professional services contract with Harper Houf Peterson Righellis for the City of Madras Wastewater Master Plan Update and Industrial Site Readiness Plan in the amount of \$13,185.00

DESCRIPTION:

Contract Amendment No. 3 to Harper Houf Peterson Righellis City Engineer Contract includes the following items:

1. Project Management and Coordination
 - a) Project Management, Conferences and Coordination
 - b) QA/QC

= \$1,192.00

2. Chapter 3 Revisions – Planning Basis
 - a) Update Pop. & DU Forecast – Subsection 3.1.3
 - b) Update WW Flow Projections – Subsection 3.2.2
 - c) Revise above subsections to include 20- year & 50 year forecast.

=\$1,697.00

3. Chapter 4 Revisions – Collection System Analysis

- a) Coordinate with City on distribution pattern of projected development.
- b) Update sewer model under various development scenarios, & review results.
- c) Revise Subsection 4.3 to describe updated modeling results.
- d) Modify narrative on previous modeling results to incorporate analysis under 20 year and 50 year conditions.
- e) Revise Subsection 4.4 to address alternative service options for East Industrial Area.

	= \$10,296.00
Total	= \$13,185.00

STAFF ANALYSIS:

Staff has been informed that the Department of State lands made a determination that the City needs to start using Portland State’s population forecast projections instead of our own. Since this change occurred after we started work on the Wastewater Master Plan Update. There will be additional costs as HHPR will need to go back and remodel the system using the new population forecast.

Staff is recommending the approval of Contract Amendment #3 to the City Engineer professional services contract with Harper Houf Peterson Righellis in the amount of \$13,185.00

SUMMARY:

A. **Fiscal Impact:**

Wastewater Master Plan Update

- Original Amount (HHPR) = \$204,665
- Contract Amendment No. 2 = \$ 21,000
- Contract Amendment No. 3 = \$ 13,185
- Revised Contract Amount = \$238,850

Industrial Site Readiness Plan

- Original Amount (HHPR) = \$ 52,830
- Contract Amendment No. 2 = \$ 17,051
- Revised Contract Amount = \$ 69,881

Project Revenue – Wastewater Master Plan Update

- City Funds = \$205,665
- Additional City Fund Required = \$ 13,185
- Infrastructure Finance Authority (Grant) = \$ 20,000
- Total = \$238,850

Project Revenue – Industrial Site Readiness Plan

- City Funds (50% Airport Ops, 50%ISF PW Staff) = \$ 9,881
- Infrastructure Finance Authority (Grant) = \$ 60,000
- Total = \$ 69,881

B. Funding Source:

- Wastewater Master Plan Update, Professional Services 503-030-520-2503
- Budget Resolution will be needed, work was not budgeted for FY 2016-17

C. Recognition of Collateral Material:

- Contract Amendment No.3 to Harper Houf Peterson Righellis
- HHPR's staff hour and fee estimate.

RECOMMENDATION:

Formal action / motion that Council approves Contract Amendment No. 3 to the City Engineer professional services contract with Harper Houf Peterson Righellis for the City of Madras Wastewater Master Plan Update and Industrial Site Readiness Plan in the amount of \$13,185.00



THE CITY OF MADRAS

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

CONTRACT AMENDMENT

Date: 8/23/2016
Amendment # 3

TO: Harper Houf Peterson Righellis
205 SE Spokane Street, Suite 200
Portland, OR 97202

Phone: 503-221-1131

Fax: 503-221-1171

PROJECT: City of Madras Wastewater Master Plan Update and Industrial Site Readiness Plan

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

1 Additional Work scope for the Wastewater Master Plan Update to include:

2 Project Management and Coordination

3 Chapter 3 Revisions- Planning Basis

4 Chapter 4 Revisions - Collection System Analysis

5

6

Fixed Price T & M

Per Quotation Attached.

Details Attached.

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

None

Describe:

ORIGINAL CONTRACT AMOUNT: \$ 257,495.00

PREVIOUS CONTRACT AMENDMENTS \$ 38,051.00

ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00	\$ 1,192.00	Project Management and Coordination	\$ 1,192.00
2	LS	1.00	\$ 1,697.00	Chapter 3 Revisions - Planning Basis	\$ 1,697.00
3	LS	1.00	\$ 10,296.00	Chapter 4 Revisions - Collection System Analysis	\$ 10,296.00

TOTAL AMENDMENT AMOUNT: \$ 13,185.00

TOTAL REVISED CONTRACT AMOUNT: \$ 308,731.00

CITY OF MADRAS:

Royce Embanks, Mayor
Council President or Mayor Pro Tem

Signature: _____

Date Signed: _____

Harper Houf Peterson Righellis

Name: _____

Signature: _____

Date Signed: _____

**City of Madras Wastewater Master Plan Update
Update Population Forecasts, Flow Projections & Sewer System Analysis
Staff Hour and Fee Estimates 2016.07.20 by Wen Jou**

Task Descriptions	Staff Category			Task Hours	Task Amounts	
	Principal Engineer	Senior Engineer	Senior Eng Associate		Time	Expenses
1. Project Management and Coordination	8	0	0	8	\$ 1,192	\$ -
a. Project Management, Conferences, and Coordination	4		0			
b. QA/QC	4	0	0			
2. Chapter 3 Revisions - Planning Basis	3	10	0	13	\$ 1,697	\$ -
a. Update Pop. & DU Forecast - Subsection 3.1.3.	1	3	0			
b. Update WWV Flow Projections - Subsection 3.2.2.	1	3	0			
c. Revise above subsections to include 20-Yr & 50-Yr forecast.	1	4	0			
3. Chapter 4 Revisions - Collection System Analysis	12	32	46	90	\$ 10,296	\$ -
a. Coordinate w/City on distribution pattern of projected development	2	8	2			
b. Update sewer model under various development scenarios, & review results.	4	0	32			
c. Revise Subsection 4.3 to describe updated modeling results.	2	8	4			
d. Modify narrative on previous modeling results to incorporate analysis under 20-yr and 50-yr. conditions.	2	8	0			
e. Revise Subsection 4.4 to address alternative service options for East Industrial Area.	2	8	8			
Category Hours	23	42	46	111	\$ 13,185	\$ -
Hourly Rates	\$149	\$125	\$98			
Time Charges					\$13,185	
Expenses					\$0	
Total Estimated Fee					\$13,185	

CITY OF MADRAS

Request for Council Action

Date Submitted: July 28, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Assistant to Public Works Director
Subject: [Oregon Department of Environmental Quality Renewal Application Water Pollutant Control Facilities Individual Permit](#)

TYPE OF ACTION REQUESTED:

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

Request formal action / motion for Council to authorize the Mayor to sign, on behalf of the City, the Oregon Department of Environmental Quality Renewal Application Water Pollutant Control Facilities Individual Permit.

DESCRIPTION:

The City's wastewater disposal permit is set to expire on October 31, 2016. The City must submit the renewal application to the Department of Environmental Quality by September 1, 2016.

STAFF ANALYSIS:

Staff recommends council approve the Mayor to sign the renewal application for the wastewater disposal permit. The attached renewal application allows the City to continue to operate the South Wastewater Treatment Plant and the North Wastewater Treatment Plant.

SUMMARY:

- A. Fiscal Impact:
N/A

- B. Funding Source:
N/A

- C. Recognition of Collateral Material and Technical Report:
Attached is a copy of Oregon Department of Environmental quality Renewal Application.

RECOMMENDATION:

Request formal action / motion for Council to authorize Mayor to sign, on behalf of the City, the Oregon Department of Environmental Quality Renewal Application Water Pollutant Control Facilities Individual Permit.



Oregon Department of Environmental Quality
RENEWAL APPLICATION
Water Pollutant Control Facilities
Individual Permit
 (WPCF-R)

DEQ USE ONLY

Application #: _____
 Annual Fee Paid: _____
 IND DOM OSS UIC: _____
 DOC Conf.: _____

A. REFERENCE INFORMATION

1. Legal Name: City of Madras

2. Common Name: City of Madras

3. Permit #: 101739
 DEQ File#: 52520
 Permit Expiration Date: October 31, 2016

4. Facility Physical Address: 800 SE Grizzly Rd.
 City, State, Zip Code: Madras, OR 97741
 County: Jefferson

5. Responsible Official: Jeff Hurd Title: Public Works Director
 Mailing Address, City, State, Zip Code: City of Madras City Hall, 125 SW "E" Street, Madras, OR 97741
 Email Address: jhurd@ci.madras.or.us Telephone #: (541) 325-0309

6. Facility Contact: Gordon Wood Title: Wastewater Operator
 Mailing Address, City, State, Zip Code: 800 SE Grizzly Rd., Madras, OR 97741
 Email Address: gowood@ci.madras.or.us Telephone #: (541) 948-6952

7. Invoice to: Title:
 Mailing Address, City, State, Zip Code:
 Email Address: Telephone #:

B. REQUIRED INFORMATION

Attach additional information to describe the following:

1. The permitted facility, type of wastewater, and primary method of wastewater treatment and disposal.
2. Any alterations to treatment or disposal methods since the last application was submitted.
3. Any significant changes in quantity or quality of wastewater since the last application was submitted.
4. Any significant changes in the management of biosolids, recycled water, or industrial solids since the last application was submitted.
5. Any changes anticipated in the near future that would affect wastewater quantity or quality or management of biosolids, recycled water, or industrial solids.
6. Progress made to meet the requirements, limitations, and compliance schedules of your permit.

C. SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. In addition, I agree to pay the annual compliance determination fee invoiced annually by DEQ and all other fees required by Oregon Administrative Rules, Chapter 340, Division 045.

 Name of Legally Authorized Representative (Type or Print)

 Title

 Signature of Legally Authorized Representative

 Date

WPCF INDIVIDUAL PERMIT RENEWAL APPLICATION INSTRUCTIONS

Please answer all questions. An incomplete application will not be processed.
If the information requested is not applicable, please indicate as such.

A. REFERENCE INFORMATION:

1. Enter the legal name of the applicant. The permit will be issued to the legal name of the applicant and must be the legal Oregon name (for example, Acme Products, Inc.) or the legal representative of the company if it operates under an assumed business name (for example, John Smith, dba Acme Products).
**** The name must be a legal, active name registered with the Oregon Secretary of State's Corporation Division unless otherwise exempt from regulation. Visit the Corporation Division website at <http://www.filinginoregon.com/> or call 503-986-2200.**
**** If the legal name of the applicant has changed since the initial permit was issued or the permit needs to be transferred to a new owner, a Name Change/Transfer of Ownership form (enclosed) must also be submitted with this application. This form is also available by contacting a DEQ regional office listed below or at <http://www.deq.state.or.us/wq/wqpermit/docs/forms/pmttfrappl.pdf>.**
2. Enter the common name of the facility or operation if different than the legal name.
3. Enter the permit number, DEQ file number (also known as the facility number or site ID number; this number may be found on the first page of your permit), and expiration date of your current permit.
4. Enter the physical location of the facility (not mailing address), including city, state, zip code, and county.
5. Enter information for the Responsible Official. The Responsible Official is the person that receives official correspondence from DEQ, such as renewal notices or notices of noncompliance, and may be contacted if there are questions about this application.
6. Enter information for the Facility Contact if different from the Responsible Official. The Facility Contact is the person located at the facility that has specific knowledge of the facility or operation under permit (for example, the treatment plant operator), and may be contacted if there are specific questions about this application.
7. Enter invoicing information for billing purposes if different from the Responsible Official (for example, "Invoice To: Business Office - Accounts Payable").

B. REQUIRED INFORMATION:

- 1 - 6. Attach additional information as indicated.

C. SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE:

The signature of a legally authorized representative must be provided in order to process this application.

Definition of Legally Authorized Representative:

Please also provide the information requested in brackets []

- ◆ **Corporation** – President, secretary, treasurer, vice-president, or any person who performs principal business functions; or a manager of one or more facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million that is authorized in accordance to corporate procedure to sign such documents.
- ◆ **Partnership** – General partner [list of general partners, their addresses and telephone numbers].
- ◆ **Sole Proprietorship** – Owner(s) [each owner must sign the application].
- ◆ **City, County, State, Federal, or other Public Facility** – Principal executive officer or ranking elected official.
- ◆ **Limited Liability Company** – Member.
- ◆ **Trusts** – Acting trustee [list of trustees, their addresses and telephone numbers].

FEE AND APPLICATION SUBMITTAL:

Please see the cover letter enclosed with this form or call the appropriate regional office below for fee information and to determine where to send this application. This application must be submitted at least 60 days prior to the expiration date of your current permit.

Send this form and fee to the appropriate DEQ regional office:

Make your check payable to the Oregon Department of Environmental Quality

DEQ Northwest Region 700 NE Multnomah St., Suite 600 Portland, OR 97232-4100 503-229-5263 or 1-800-452-4011	DEQ Western Region 750 Front St. NE, Suite 120 Salem, OR 97301-1039 503-378-8240 or 1-800-349-7677	DEQ Eastern Region 800 SE Emigrant Ave., Suite 330 Pendleton, OR 97801 541-276-4063 or 1-800-304-3513
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CITY OF MADRAS
Renewal Application – WPCF Permit
Part B – Required Information

1. **Permitted Facilities:** South Wastewater Treatment Plant (WWTP) and North WWTP
Type of Wastewater: South WWTP – domestic (includes Deer Ridge prison)
North WWTP – domestic w/small industrial contribution
Primary Methods of Treatment: South WWTP – Sequencing Batch Reactor
North WWTP – Stabilization Lagoons
Method of Disposal: Evaporation and land irrigation with Class B recycled water (both facilities)

2. **Alterations to Treatment and Disposal Methods: ****
South WWTP expanded and modified to treat wastewater from prison. SBR and aerobic digestion processes expanded.
 - Design average daily flow increased to 0.54 MGD.
 - Design average BOD5 and TSS concentrations increased to 500 mg/L.Remote effluent storage pond constructed to store up to 88 MG of recycled water from South WWTP during cold-weather months. New effluent pumps and force main installed.
Sludge drying beds at North WWTP expanded to handle additional biosolids from South WWTP.

3. **Significant Changes in Quality and Quantity of Wastewater: ****
Prison flows being discharged into sewers tributary to South WWTP. Current average prison flow about 60,000 gpd. South WWTP designed to treat 0.23 MGD average flow from prison.

4. **Significant Changes in Management of Biosolids or Recycled Water: ****
No significant changes in Biosolids Management.
Both WWTPs produce Class B effluent for irrigation. City plans to continue recycling Class B or Class C water. No current need to produce Class A (Level IV) recycled water.
No industrial solids handled.

5. **Anticipated Changes in Wastewater or in Management of Biosolids or Recycled Water:**
No significant changes anticipated.

6. **Progress in Meeting Permit Requirements, Limitations and compliance schedules:**
Not applicable – current permit does not contain a Schedule C, *Compliance Conditions and Schedules*.

** Since last permit application was submitted.

CITY OF MADRAS

Request for Council Action

Date Submitted: August 16, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council Members

From: Jonathan Burchell, Golf Course Superintendent; Parks & Open Space Manager

Subject: Completion of Kenwood Park Playground Project

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion for Council to approves the completion of the Kenwood Park Playground Project as recommended by Public Works staff.

DESCRIPTION:

Public Works staff has concluded that all work/construction for the Kenwood Park Playground Project has been completed. This project was constructed during the 2015-16 fiscal year.

STAFF ANALYSIS:

Staff has performed a final field inspection that concluded the completion of the Kenwood Park Playground Project. Staff recommends that Council accept this project as completed. The project total cost was \$21,876.24 of which \$9,186.24 came from SDC Park Improvement Fund, Capital Outlay. Staff submitted \$12,690.00 reimbursement to be funded by Oregon Parks and Recreation Department Grant.

SUMMARY:

A. Fiscal Impact

Cost

•	Playground Equipment	=	\$	9,052.35
•	Playground wood chips	=	\$	4,950.00
•	Irrigation repair	=	\$	27.48
•	Concrete	=	\$	296.00
•	Playground border	=	\$	278.00
•	Waste Basket	=	\$	635.25
•	City of Madras Labor	=	\$	3,939.54
•	Volunteer Labor	=	\$	<u>2,697.62</u>
	Total Cost	=	\$	21,876.24

Revenue

•	LGGP OPRD Reimbursement	=	\$	12,690.00
•	City Funds	=	\$	<u>9,186.24</u>
	Total Revenue	=	\$	21,876.24

B. Funding Source

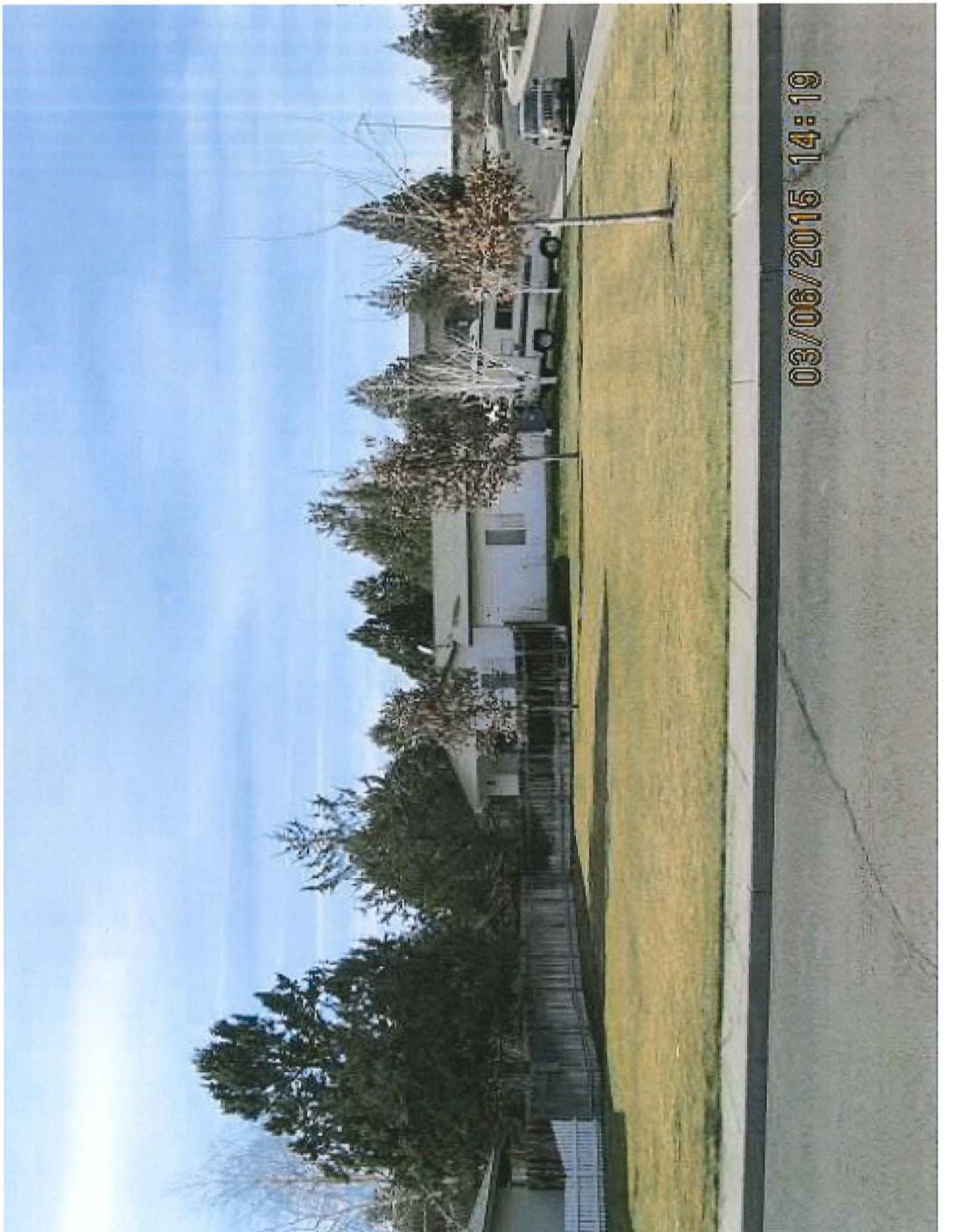
- SDC Park Improvement Fund – 402-402-540-2813

C. Recognition of collateral material and Technical Report

- Photos of completed work

RECOMMENDATION:

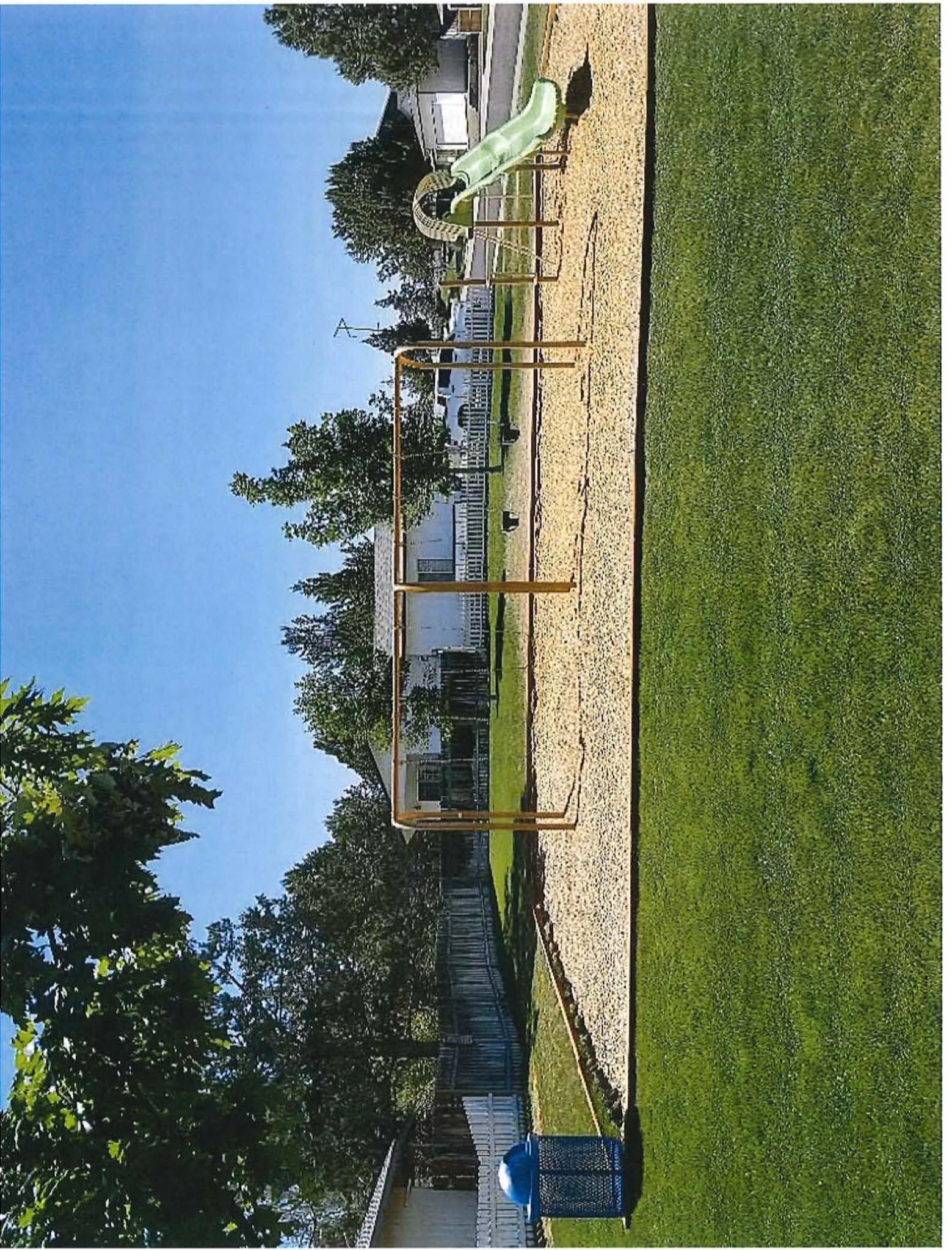
Formal Action/Motion for Council to approve the completion of the Kenwood Playground Park Project as recommended by Public Works staff.



03/06/2015 14:19



06/14/2016



CITY OF MADRAS

Request for Council Action

Date Submitted: August 5, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Contract Amendment No. 1 Professional Services Contract for the Madras Municipal Airport West Access Road-Century West Engineering Corporation

TYPE OF ACTION REQUESTED:

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

Formal action / motion that Council approves Contract Change Order #1 for the professional services contract between the City of Madras and Century West Engineering, Inc. for design of the Madras Municipal Airport West Access Road in the amount of \$19,800 and contract time extension to December 30, 2016.

DESCRIPTION:

Contract Change Order No. 1 consists of the following items:

1. Redesign of the roadway and drainage ditch due to a recently placed waterline that was too shallow requiring increased elevation of the road section.
2. Redesign and updates to the conduit facilities due to changes from Pacificorp for 3-phase power and corrected layout of utility vaults with specification.
3. Increased correspondence and meeting requirements due to contractor conflicts in the field in support of City staff.
4. Updated excavation quantity reviews with regards to City crews removing 4-inches of existing ground.
5. Contract time extension to December 30, 2016 to accommodate the additional work.

STAFF ANALYSIS:

The City retained Century West Engineering to perform construction administration services during the construction of the road project. This was to include minor inspection, revisions to plans, and review of

Page - 1 - Request for Council Action

submittals. Once construction was underway there were additional unexpected design revisions and additional staff time needed to aid the City in construction of the roadway. This resulted in a need of \$19,800 more in engineering.

SUMMARY:

A. Fiscal Impact:

Madras Municipal West Access Road Project (aka Daimler Road)

• Design and Const. Engineering (Century West)	=	\$ 125,473.00
• Contract Change Order #1 (Century West)	=	\$ 19,800.00
• 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
• Bypass Road and Airport perimeter Road	=	\$ 56,937.50
• High Desert Aggregate and Paving By-Pass Road	=	\$ 19,330.00
• Road Construction (City Forces In Kind)	=	\$ 164,012.50
• Land Dedication for Road	=	\$ 154,149.00
• Water Line Estimated (DVWD)	=	\$ 187,304.00
• Road Construction – Alex Hodges Construction	=	\$ 767,416.00
• Contingency	=	\$ 780,966.05
• Total Road Project Cost	=	\$2,395,901.42
 <u>Revenue</u>		
• Infrastructure Finance Authority	=	\$ 150,000.00
• Immediate Opportunity Fund	=	\$ 841,137.21
• City (land & labor/equipment grading)	=	\$ 318,161.56
• Developer (Daimler) Cost Share	=	\$1,086,602.65
• Total Revenue	=	\$2,395,901.42

B. Funding Source:

- Airport Operations Fund, Capital Outlay, 509-090-540-1003

C. Recognition of Collateral Material and Technical Report:

- Contract Change Order #1
- Request for change order Century West

RECOMMENDATION:

Formal action / motion that Council approves Contract Change Order #1 for the professional services contract between the City of Madras and Century West Engineering, Inc. for design of the Madras Municipal Airport West Access Road in the amount of \$19,800 and contract time extension to December 30, 2016.



THE CITY OF MADRAS

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

CONTRACT AMENDMENT

Date: 8/2/2016
Amendment # 1

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

Phone: 541-322-8962

Fax:

PROJECT: Madras Municipal Airport West Access Road

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

- 1 Additional time for project completion extend contract to December 30, 2016 no additional cost
- 2 Redesign of roadway and drainage ditch
- 3 Redesign and updates to conduit facilities and corrected layout of utility vaults
- 4 Increased correspondence and meeting requirements due to contractor conflicts
- 5 updated excavation quantity reviews
- 6 _____

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

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

- None
- Describe:

Contract completion deadline is revised to December 30, 2016

ORIGINAL CONTRACT AMOUNT:	\$ 125,473.00
PREVIOUS CONTRACT AMENDMENTS	\$ -

ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00	\$ -	Contract Time Extension no cost	
1	LS	1.00	\$ 19,800.00	Correspondence and Design Review	\$ 19,800.00
					\$ -

TOTAL AMENDMENT AMOUNT: \$ 19,800.00

TOTAL REVISED CONTRACT AMOUNT: \$ 145,273.00

CITY OF MADRAS:

Royce Embanks, Mayor
Council President or Mayor Pro Tem

Signature: _____

Date Signed: _____

Century West Engineering

Name: _____

Signature: _____

Date Signed: _____



August 3, 2016

Jeff Hurd
Public Works Director
City of Madras
125 SW "E" Street
Madras, OR 97741

RE: Request for Change to Contract Amount – Madras Municipal Airport West Access Road

Dear Jeff,

Attached are the estimated changes to the original contract amount to complete the remainder of the project pertaining to Century West's contract. Several items have increased our costs to date that we have attempted to keep within the original budget. However, due to unforeseen circumstances we have been involved in the project during construction phases more than anticipated. Itemized changes have included the following;

1. Redesign of the roadway and drainage ditch from Station 27+00 to 37+00 due to a recently placed waterline that was too shallow requiring increased elevation of the road section.
2. Redesign and updates to the conduit facilities due to changes from Pacificorp for 3-phase power and corrected layout of utility vaults with specifications.
3. Increased correspondence and meeting requirements due to contractor conflicts in the field in support of City staff.
4. Updated excavation quantity reviews with regards to City crews removing 4-inches of existing ground.

We also anticipate that continued support will be needed from our office to support City staff on the project and close out the project. A line item has been added to the previous scope of work for anticipated support. The item is highlighted for your review. Please let me know if you have any questions, we appreciate the consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "J. D. Pex", written over a horizontal line.

James D. Pex, P.E.
Sr. Project Manager

PROJECT TITLE: Madras Municipal Airport West Access Road
 CLIENT: City of Madras
 JOB NUMBER: 10149-027.01

ITEM	DESCRIPTION	ASSOCIATE PRINCIPAL \$210	SR-PROJECT MANAGER \$160	PROJECT ENGR \$120	CAD TECH \$95	CLER. \$55	TOTAL HRS	LABOR COST	SUB-CONTRACTOR	EXPENSES	TOTAL COST
TASK 1 - PROJECT MANAGEMENT (PM)											
1	Project Meetings (4 total)	2	10	8		4	20	\$ 2,980.00		300.00	\$ 3,280.00
2	Project Communication (Phone, Email, Meeting Notes, etc)	1	8	8		4	20	\$ 2,500.00			\$ 2,500.00
3	Monthly Reporting (Billing, Reports, Updates)	2	4	8		4	17	\$ 2,070.00			\$ 2,070.00
4	Quality Assurance/Quality Control (QA/QC)	2	8				10	\$ 1,700.00			\$ 1,700.00
SUBTOTAL		5	30	24	0	8	67	\$ 9,250.00	0	\$ 300.00	\$ 9,550.00

TASK 2 - DESIGN ENGINEERING (DE)											
1	Topographic and Right-of-Way Surveys (Delamatt)		2	5	12		19	\$ 2,060.00	\$ 8,000.00	\$ 62.00	\$ 10,122.00
2	Right-of-Way Monumentation and Recording (Delamatt)		2	2		2	2	\$ 240.00	\$ 5,600.00	\$ 86.50	\$ 5,926.50
3	Easement Monumentation and Recording (Delamatt)		2	2		2	2	\$ 240.00	\$ 1,300.00	\$ 86.50	\$ 1,626.50
4	Federal Aviation Administration Coordination	2	8	20	4	34	34	\$ 4,480.00		\$ 5.00	\$ 4,485.00
5	Utility Coordination		8	20	4	32	32	\$ 4,060.00		\$ 125.00	\$ 4,185.00
6	Plans and Specifications (50%)	2	54	100	40	196	196	\$ 24,860.00	\$ 200,000.00	\$ 200.00	\$ 25,060.00
7	Plans and Specifications (90%)	2	54	100	40	196	196	\$ 24,860.00		\$ 200.00	\$ 25,060.00
8	Plans and Specifications (100%)	2	20	24		46	46	\$ 6,500.00		\$ 450.00	\$ 6,950.00
9	Cost Estimating	1	12	20		33	33	\$ 4,530.00		\$ 5.00	\$ 4,535.00
10	Preparation of Bid Documents	1	4	16		25	25	\$ 3,030.00		\$ 757.00	\$ 3,787.00
SUBTOTAL		10	162	309	100	4	585	\$ 74,860.00	\$ 14,900.00	\$ 1,977.00	\$ 91,737.00

TASK 3 - SERVICES DURING BIDDING (SDB)											
1	Pre-Bid Meeting		4	4			8	\$ 1,120.00		\$ 62.50	\$ 1,182.50
2	Responses to Bidder Questions	1	2	4		7	7	\$ 1,010.00		\$ 5.00	\$ 1,015.00
3	Preparation of Addendum Items	1	2	4		9	9	\$ 1,140.00		\$ 5.00	\$ 1,145.00
4	Bid Analysis and Award Recommendation		2	4		6	6	\$ 800.00		\$ 62.50	\$ 862.50
SUBTOTAL		2	10	16	0	2	30	\$ 4,070.00	\$ -	\$ 135.00	\$ 4,205.00

TASK 4 - SERVICES DURING CONSTRUCTION (SDC)											
1	Pre-Construction Meeting		4	4			8	\$ 1,120.00		\$ 5.00	\$ 1,125.00
2	Submittal Review		2	8		10	10	\$ 1,280.00		\$ 5.00	\$ 1,285.00
3	Response to RFIs		2	8		12	12	\$ 1,410.00		\$ 5.00	\$ 1,415.00
4	Construction Staking (Delamatt) (50' Stations)					0	0	\$ -	\$ 3,000.00		\$ 3,000.00
5	Site Visits (5 visits)	4	8	20		32	32	\$ 4,520.00		\$ 300.00	\$ 4,820.00
6	Correspondence and Design Revisions		90	45		135	135	\$ 19,860.00		\$ 300.00	\$ 19,860.00
7	Pay Request Review and Processing		4	8		14	14	\$ 1,730.00		\$ 5.00	\$ 1,735.00
8	Record Drawings		2	24		42	42	\$ 6,240.00		\$ 360.00	\$ 6,600.00
SUBTOTAL		4	112	117	16	4	253	\$ 36,100.00	\$ 3,000.00	\$ 680.00	\$ 39,780.00
PROJECT TOTAL		21	314	466	116	18	935	\$ 124,280.00	\$ 17,900.00	\$ 3,092.00	\$ 145,272.00

CITY OF MADRAS

Request for Council Action

Date Submitted: August 8, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Completion of the Madras Municipal Airport Runway Connect Oregon V Project

TYPE OF ACTION REQUESTED:

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

Formal action / motion that Council approves the completion of the Madras Municipal Airport Runway Connect Oregon V Project as recommended by Public Works staff.

DESCRIPTION:

Public Works staff has concluded that all work/construction for the Madras Municipal Airport Runway Connect Oregon V Project has been completed. This project was constructed during the 2015-16 fiscal year.

STAFF ANALYSIS:

Staff and the project design consultant have concluded the completion of the Madras Municipal Airport Runway Connect Oregon V Project. Staff recommends that Council accept this project as completed. The project total cost was \$2,936,783.26 which came from a ConnectOregon V Grant, Federal Aviation Administration Entitlement Funds and City cash match (Airport Construction Fund, capital outlay).

SUMMARY:

A. Fiscal Impact:

Costs:

• Runway 16-34 Rehab	=	\$ 2,274,350.49
• 4-22 Crack sealing/Patching	=	\$ 42,370.52
• Apron Rehab	=	\$ 311,773.16
• Airport Fire Truck Hangar Design	=	\$ 10,454.69
• Fuel Tanks	=	<u>\$ 297,834.40</u>
Total	=	\$ 2,936,783.26

Revenue:

Connect Oregon V	=	\$ 792,000.00
Federal Aviation Administration	=	\$ 1,986,939.38
City of Madras	=	<u>\$ 157,843.88</u>
Total	=	\$ 2,936,783.26

B. Funding Source:

- Airport Operations Fund, 2015-16 Airport Improvement Project
509-090-540-1002

C. Recognition of Collateral Material and Technical Report:

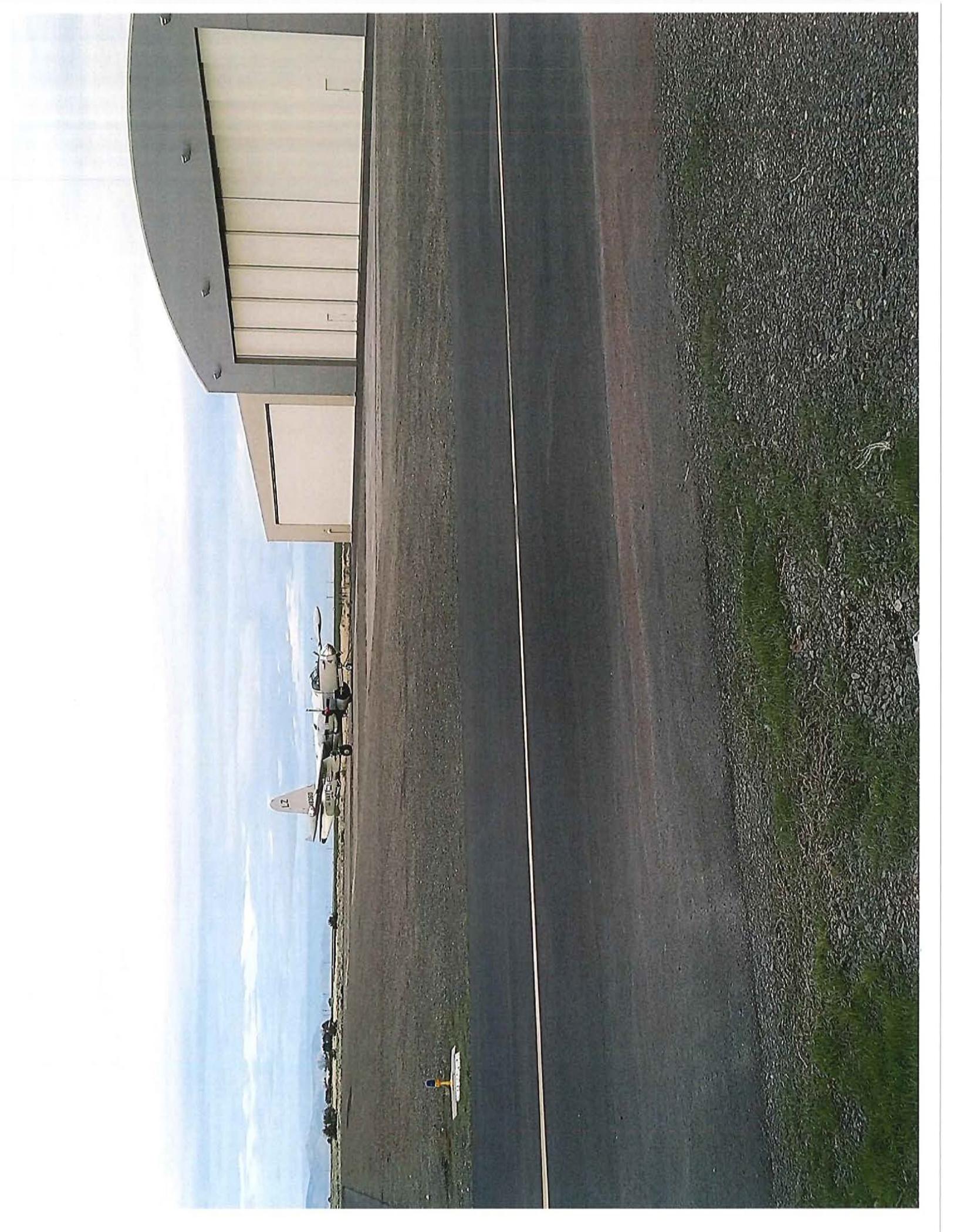
- Before and After Pictures of Project

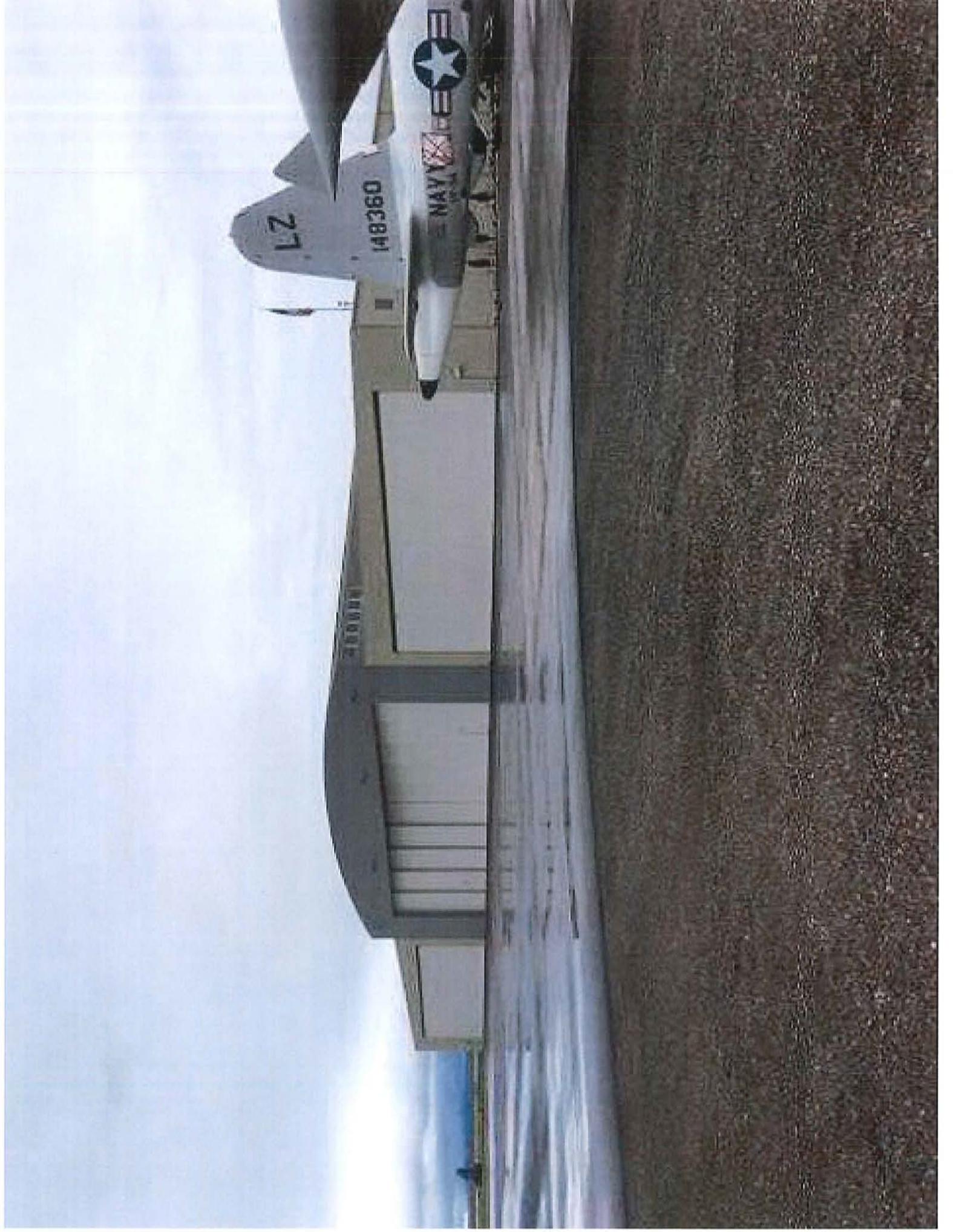
RECOMMENDATION:

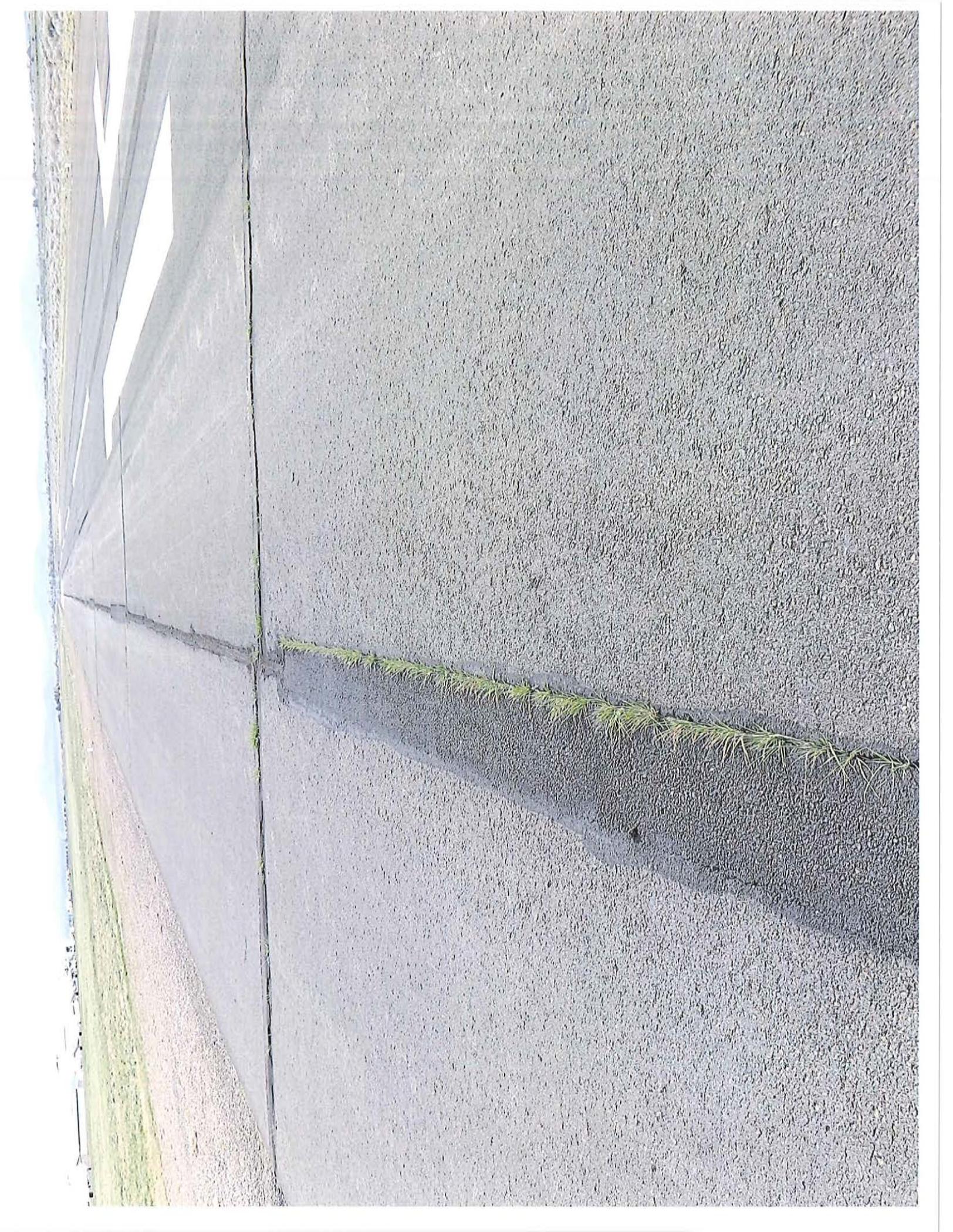
Formal action / motion that Council approves the completion of the Madras Municipal Airport Runway Connect Oregon V Project as recommended by Public Works staff.



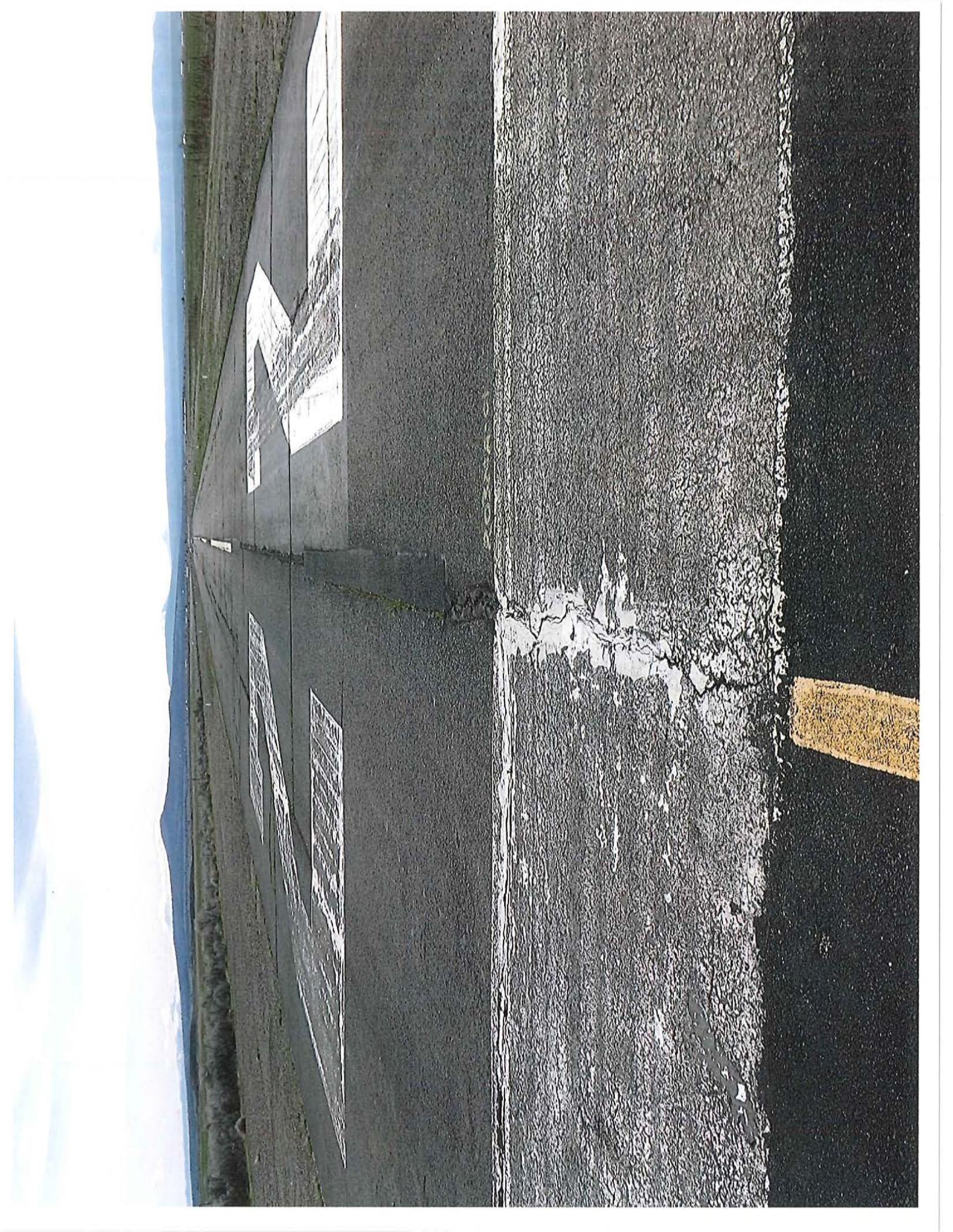


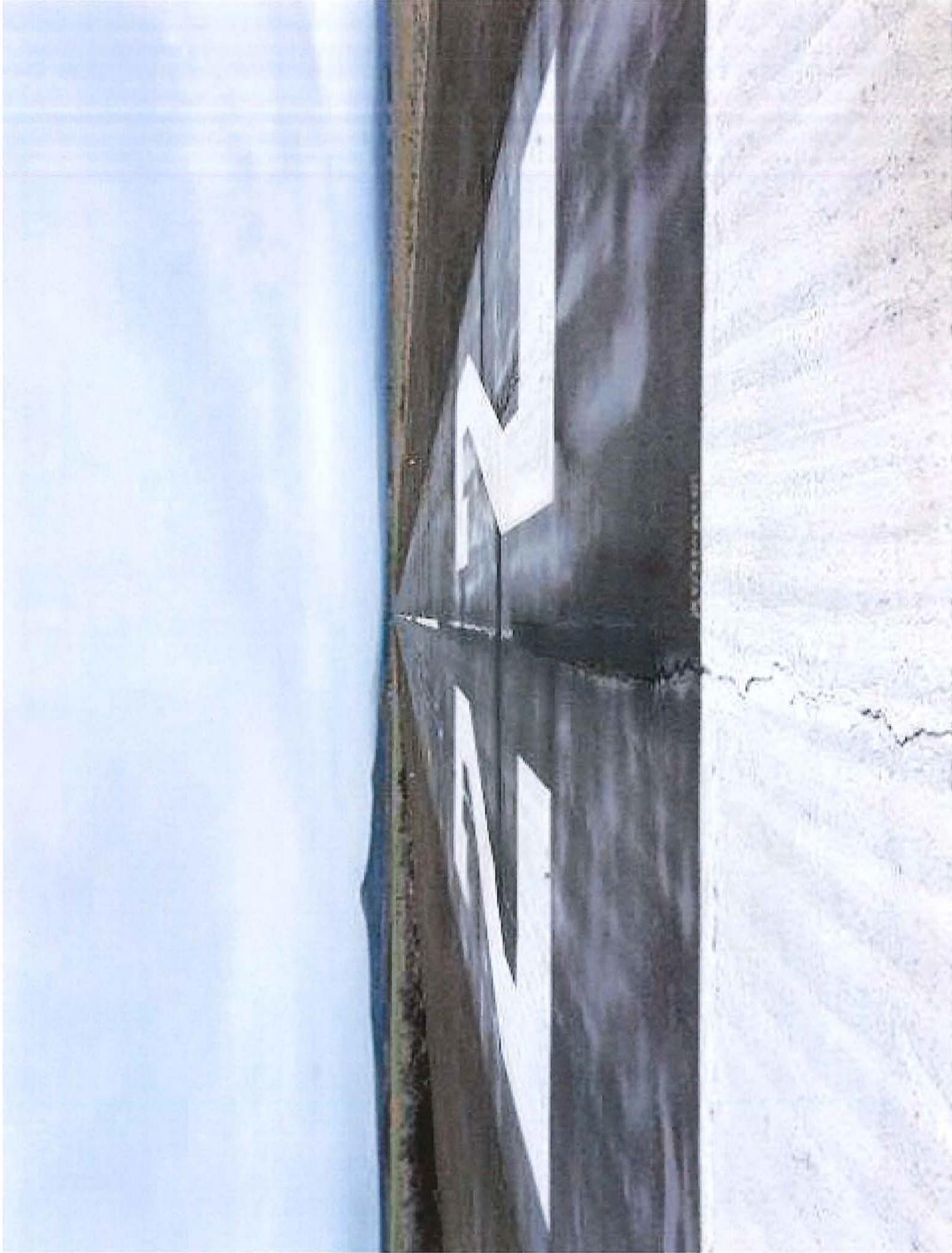


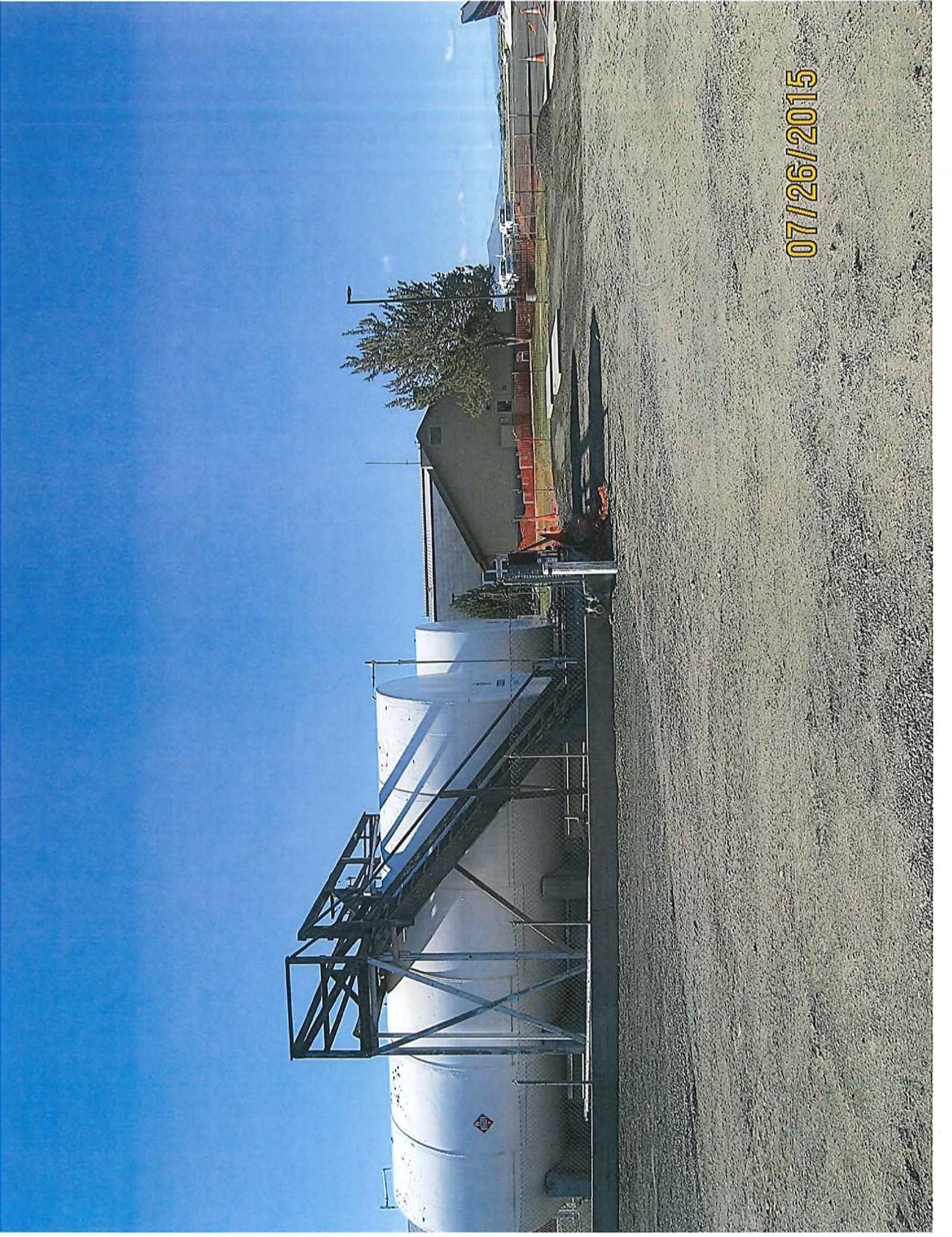




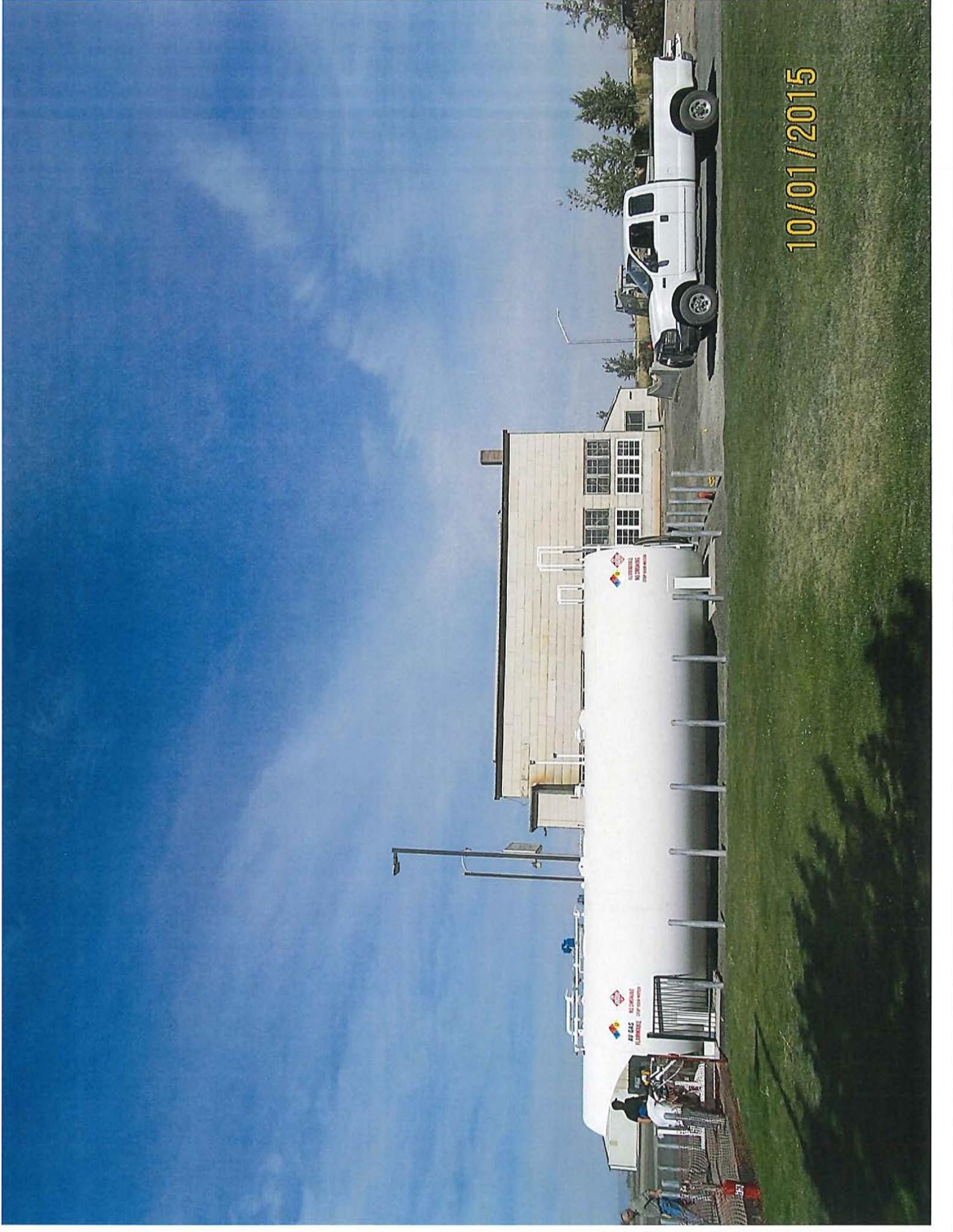








07/26/2015



10/01/2015

CITY OF MADRAS
Request for Council Action

Date Submitted: August 16, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council
Through: City Administrator, Gus Burrell
From: City Recorder, Karen J. Coleman
Subject: **PROCLAMATION PROCLAIMING SEPTEMBER 17-23, 2016 AS CONSTITUTION WEEK WITHIN THE CITY OF MADRAS**

TYPE OF ACTION REQUESTED:

[X] Formal Action/Motion as Part of the Consent Agenda

DESCRIPTION AND STAFF ANALYSIS:

Staff was contacted by Dorothy Burgess and asked to prepare a proclamation proclaiming the week of September 17, 2016 through September 23, 2016 as Constitution Week within the City of Madras. The City has approved similar proclamations in the past.

SUMMARY:

A. Fiscal Impact

Not Applicable.

B. Supporting Documentation

A copy of the proposed proclamation has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council formally approve the proposed proclamation as written.



THE CITY OF **MADRAS**

PROCLAMATION CONSTITUTION WEEK SEPTEMBER 17, 2016 THROUGH SEPTEMBER 23, 2016

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17, 2016 through September 23, 2016 as Constitution Week.

**NOW,
THEREFORE:** I, Royce Embanks, by virtue of the authority vested in me as Mayor of the City of Madras do hereby proclaim the week of September 17, 2016 through September 23, 2016 as:

CONSTITUTION WEEK

within the City of Madras and ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madras to be affixed this 23rd day of August in the year of our Lord two thousand and sixteen.

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

Juniper Butte Chapter NSDAR

c/o Dorothy J. Burgess, Regent

215 SE D Street

Madras, OR 9774

To: ✓ City of Madras

City of Prineville

The United States celebrates "Constitution Week" during September 17-23, 2016, This year because of the Saturday beginning the Daughter of the American Revolution Has authorized that celebration will begin Friday, September 16, 2016. Bells will ring throughout the country at 1:00 p.m on that day and again on Saturday, September 17, 2016 at 1:00 p.m.

I have enclosed three samples of proclamations that may be copied on your letterhead and submitted to the local chapters and news media.

Please advise what date your City Council will sign the proclamation so that we may get a copy and get the notice in the local paper prior to September 17th. If you have any questions, please contact me at 541-777-9623 or djburgess796@gmail.com.

The local chapter will ring their bells on Friday, September 16th at the Jefferson County Library flagpole. The public is invited to attend.



Dorothy J Burgess, Chapter Regent

CITY OF MADRAS
Request for Council Action

Date Submitted: August 17, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burrell

From: City Recorder, Karen J. Coleman

Subject: **PROCLAMATION PROCLAIMING AUGUST 26-27, 2016 AS
FILL-THE-BOOT DAY WITHIN THE CITY OF MADRAS**

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS:

An article on the internet explained that for more than 60 years the International Association of Fire Fighters (IAFF) have stood on the front lines for the Muscular Dystrophy Association (MDA), working together to free individuals, and the families who love them, from the harm of muscular dystrophy, ALS, and related muscle-debilitating diseases that take away physical strength, independence, and life.

The Jefferson County Fire District is working with the Muscular Dystrophy Association in their fight against the 43 different types of neuromuscular diseases through a local "Fill-the-Boot" campaign which provides an opportunity for Oregon firefighters to ask community members to drop donations into their fire boots to help local families served by MDA in the state.

The City of Madras received a request from a representative of the Muscular Dystrophy Association on August 16, 2016 asking that the City provide a "Proclamation", which is required by the Oregon Department of Transportation as a condition of approval, to allow the Jefferson County Fire District to perform a "fill-the-boot" event in Madras.

SUMMARY:

A. Fiscal Impact

Not Applicable.

B. Supporting Documentation

A copy of the proposed proclamation has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION IS:

That the City Council approve the proposed proclamation proclaiming August 26-27, 2016 as "Fill-The-Boot" day within the City of Madras.



THE CITY OF
MADRAS

PROCLAMATION
JEFFERSON COUNTY FIRE DISTRICT NO. 1 - "FILL-THE-BOOT" DAY
AUGUST 26-27, 2016

WHEREAS: For more than 60 years the International Association of Fire Fighters (IAFF) have stood on the front lines for the Muscular Dystrophy Association (MDA), working together to free individuals, and the families who love them, from the harm of muscular dystrophy, ALS, and related muscle-debilitating diseases that take away physical strength, independence, and life; and

WHEREAS: The (IAFF) International Association of Fire Fighter's support for the Muscular Dystrophy Association began in 1954 when the organization committed by proclamation to support MDA until a cure is found, and the organization's unwavering commitment to MDA has remained strong to this day; and

WHEREAS: The Jefferson County Fire District is working with the Muscular Dystrophy Association in their fight against the 43 different types of neuromuscular diseases through a local "Fill-the-Boot" campaign; and

WHEREAS: The "Fill-the-Boot" campaign provides an opportunity for Oregon firefighters to ask community members to drop donations into their fire boots to help local families served by MDA in the state; and

NOW,

THEREFORE: I, Royce Embanks, by virtue of the authority vested in me as Mayor of the City of Madras do hereby proclaim August 26-27, 2016 as "**FILL-THE-BOOT**" DAY within the City of Madras and encourage all members of the community to participate in this worthy cause.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madras to be affixed this 23rd day of August in the year of our Lord two thousand and sixteen.

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

CITY OF MADRAS

Request for Council Action

Date Submitted: August 16, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council Members

Through: City Administrator, Gus Burrell

From: City Recorder, Karen J. Coleman

Subject: **DESIGNATION OF DELEGATE AND ALTERNATE VOTING MEMBER
LEAGUE OF OREGON CITIES ANNUAL BUSINESS MEETING**

TYPE OF ACTION REQUESTED: (Check One)

Resolution

Ordinance

Formal Action/Motion

Other

No Action - Report Only

DESCRIPTION:

The League of Oregon Cities is once again asking that the City Council appoint a delegate and alternate voting member for the annual business meeting scheduled for Saturday, October 1, 2016. Each City is entitled to cast one vote.

Delegates will not be allowed to vote without a voting card which can be picked up at the Conference Registration Desk on Saturday morning. Voting cards will be issued only to the individuals listed on the form that must be completed and submitted by staff once Council makes their selections.

STAFF ANALYSIS:

This is an annual request from the League of Oregon Cities and is necessary if the City of Madras is going to participate in any of the business decisions.

SUMMARY:

A. Fiscal Impact

Not Applicable.

B. Explanation of Impact

Not Applicable.

C. Supporting Documentation

A copy of the letter that was received from the League of Oregon Cities and a copy of the form that will be completed by staff have been attached for Council's review.

STAFF'S RECOMMENDATION:

That the Council take formal action to appoint a voting delegate and alternate to represent the City of Madras at the League of Oregon Cities Annual Membership Meeting on October 1, 2016.



1201 Court Street NE, Suite 200 • Salem, Oregon 97301
(503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863
www.orcities.org

August 10, 2016

TO: City Managers, Administrators and Recordors

FROM: Jennifer Lewis, Executive Assistant

RE: City Voting Delegates for the LOC Annual Membership Meeting

Enclosed is the **voting delegate** form for the League's annual conference, to be held September 29 – October 1 at the Salem Convention Center. If you have officials attending this year's annual conference, please complete and return this form to the League office by Friday, September 2.

The voting delegate form tells us who will be voting on behalf of your city during the Annual Membership Meeting on Saturday morning, October 1. Please note that delegates may not vote without a voting card, and voting cards will be issued only to the voting delegate or alternate listed on the enclosed form. Voting by proxy is not permitted.

The voting cards will be available the morning of the 1st just prior to the business meeting. Members will be asked to vote on the LOC Board of Directors for 2017.

Thank you, and please let me know if you have any questions. I look forward to seeing many of you in Salem.

Enclosure



91st ANNUAL LOC CONFERENCE

September 29 – October 1 • Salem

Designation of Voting Delegate at Annual Membership Meeting

The annual membership meeting will be held Saturday, October 1, at 8:00 a.m. Each city is entitled to cast one vote at the membership meeting; however, all city officials are encouraged to attend the meeting.

Use this form to indicate those persons who will represent your city as a voting delegate and alternate delegate. The voting delegate or alternate should pick up a voting card at the Conference Registration Desk on Saturday morning prior to entering the membership meeting.

NOTE: *Delegates may not vote without a voting card, and voting cards will be issued only to a person indicated on this form. Voting by proxy will not be permitted.*

FOR THE CITY OF _____

VOTING DELEGATE:

Name _____ Title _____

ALTERNATE:

Name _____ Title _____

Return this form by Sept. 2 to:

League of Oregon Cities
Attn. Jennifer Lewis
Fax: (503) 399-4863
jlewis@orcities.org
1201 Court St. NE, Suite 200
Salem, OR 97301

Submitted by _____
(Signature)

Name _____

Title _____

Phone _____

Email _____

CITY OF MADRAS
Request for Council Action

Date Submitted: August 16, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council
From: Gus Burrell, City Administrator
Subject: [Madras Municipal Airport - Airshow License Agreement](#)

TYPE OF ACTION REQUESTED: Formal Motion by the City Council to approve the Madras Municipal Airport – Airshow License Agreement with the Central Oregon Airshow, Inc.

STAFF ANALYSIS AND DESCRIPTION:

The City of Madras has been a long standing partner and supporter of the Airshow of the Cascades which is organized by the nonprofit entity, Central Oregon Airshow, Inc. Over the years the City has had the airshow sponsor fill out a special events permit and provide insurance to the City for use of the airport for this annual air show event. It is recommended by the insuring parties that the City and Central Oregon Airshow enter into a formal agreement to further clarify the conditions by which the airshow will be permitted to utilize City hangars and airport property for the event. The main elements of the agreement are summarized as follows:

- City and Airshow representatives will coordinate annually on the dates of the event – typically 3 days per year in August
- Coordinate with the Daimler Trucks of North America lease
- Utilize airport properties as further outlined in the attached map exhibit
- Airshow must protect the Airport and Airport property for aeronautical use
- Airshow will maintain property in condition equal to or better than taking over the premises for the event
- Airshow will maintain adequate portable restroom and garbage facilities for event
- Airshow will prepare and update periodically an Emergency Response Plan that includes security and public safety measures that encompasses following laws for serving of alcohol during the event
- Insurance (\$3 million) and indemnification provisions

- Term – ongoing with annual review for any needed changes; termination provisions with 90 day prior written notice

The City Attorney and I met with the Central Oregon Airshow's board representatives in July of this year to review this agreement and make requested changes. We believe this agreement is now ready for the City Councils review and approval.

SUMMARY:

- A. **Fiscal Impact:** The City makes revenue in a number of avenues with this agreement including fuel sales and transient lodging tax from increased tourism due to the event's marketing and attraction. The City does not propose to charge rent or share in ticket sales for this event as it is operated as a non-profit and provides a net benefit to the community in a number of avenues. The City has historically been a donating sponsor as well to assure the event is possible and financially sustainable. The City confirmed with FAA that it is okay to not charge rent for this particular event since the airport benefits from increased fuel sales and aeronautical interest.
- B. **Recognition of Collateral Material and Technical Report:** License Agreement with Map Exhibit

RECOMMENDATION: Formal Motion by the City Council to approve the Madras Municipal Airport – Airshow License Agreement with the Central Oregon Airshow, Inc.

MADRAS MUNICIPAL AIRPORT – AIRSHOW LICENSE AGREEMENT

This Madras Municipal Airport – Airshow License Agreement (this “Agreement”) is made and entered into effective on August 15, 2016 (the “Effective Date”) between Central Oregon Airshow, Inc., an Oregon nonprofit corporation (“Corporation”), whose address is 2028 NW Berg Drive, Madras, Oregon 97741, and City of Madras, an Oregon municipal corporation (“City”), whose address is 125 SW E Street, Madras, Oregon 97741.

RECITAL:

Corporation desires to organize and operate the Event at, on, and above the Property. In connection with the Event, Corporation desires to use the Hangars for the purpose of storing Event aircraft during the Event. City and Corporation desire to enter into this Agreement in order to identify the terms and conditions under which Corporation will be permitted to use the Hangars and Property for the Event.

AGREEMENT:

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

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Airport License.

2.1 Non-Exclusive Revocable License. Subject to the terms and conditions contained in this Agreement, during the term of this Agreement, City provides Corporation a non-exclusive license to use the Property for the Event for the period commencing forty-eight (48) hours immediately before the start of the Event and ending at 11:59 p.m. on the last day of the Event (each calendar year). Corporation will pay City a license fee in the amount of \$1.00 each calendar year. In addition to the property license fee, Corporation will pay all costs and expenses related to or concerning Corporation’s operation of the Event.

2.2 No Representations or Warranties. Corporation’s use of the Property is on the basis of its own examination and personal knowledge of the Airport and Property. City makes no representations or warranties, whether express or implied, with respect to the Airport and/or Property. City has made no promise or agreement to repair, alter, construct, and/or improve the Airport and/or Property, or any part thereof. Corporation accepts the Airport and Property in their AS IS condition as of the Effective Date.

3. Consideration; Coordination; Independent Contractor.

3.1 Consideration. Except as expressly provided in this Agreement, there will be no additional monetary consideration for the license described under Section 2.1 of this Agreement; provided, however, City acknowledges the receipt and sufficiency of value accorded it through the holding of the Event in the form of promotion of the City and the Airport.

3.2 General Coordination. City Administrator will administer this Agreement on behalf of City. Corporation Representative will administer this Agreement on behalf of Corporation. City Administrator and Corporation Representative are designated to act as coordinating agents on behalf of City and Corporation, respectfully. City Administrator and Corporation Representative will maintain adequate levels of communication to ensure maximum cooperation between City and Corporation and will exercise their best efforts to meet no less than twice each calendar year. Commencing on or about December 15, 2016, and continuing on or about the same date each calendar year thereafter during the term of this Agreement, City Manager and Corporation Representative will make a good faith effort to confer and coordinate with each other concerning the dates (and any other Event related matters) of the Event for the immediately following calendar year. Notwithstanding anything contained in this Agreement to the contrary, the dates and times of the Event remain subject to City's prior written approval.

3.3 Independent Contractor. Corporation is an independent contractor of City and acts separate and independent of City. Corporation is not an employee of City. Corporation will generally be free from direction and control over the means and manner of operating the Event, subject to the terms and conditions contained in this Agreement. This Agreement does not create an agency relationship between Corporation and City and does not establish a joint venture or partnership between Corporation and City. Corporation does not have the authority to bind City or represent to any person that Corporation is an agent of City.

3.4 Daimler Trucks North America. As further consideration for City's grant of the license described under Section 2.1 to Corporation, Corporation will (a) permit Daimler Trucks North America LLC, a Delaware limited liability company ("Daimler"), to place an advertisement display each calendar year during the Event at a location on the Property reasonably acceptable to Corporation, at no cost and expense to Daimler, subject to any Event related regulations and/or controls, (b) name Daimler as an additional insured/loss payee (as applicable) under the general liability insurance policy required to be maintained by Corporation under Section 6.1 of this Agreement, and (c) release, defend, and indemnify Daimler and its officers, members, employees, and agents in accordance with and in the manner provided under Section 6.2 of this Agreement.

4. Property Usage (General).

4.1 Limited Use. Subject to the terms and conditions contained in this Agreement, (a) Corporation will use the Hangars for the Event and no other purpose, and (b) Corporation licenses and will use the Property for the Event and no other purposes. Notwithstanding anything contained in this Agreement to the contrary, Corporation's use of the Hangar and Property will be made subject to and in accordance with the Laws. Corporation's use of the Property and/or Airport is non-exclusive. Corporation must protect the Airport and Airport property for aeronautical use. Corporation will require that each aircraft owner sign and enter into a storage agreement acceptable to City concerning the storage of the owner's aircraft in the Hangars. Corporation will correct, at Corporation's expense, any failure of compliance created through Corporation's fault or by reason of Corporation's use of the Hangars and/or Property. Corporation's use of the Hangars and Property will be secondary to and subordinate to the Airport's operation.

4.2 Maintenance; Repairs. During the term of this Agreement, Corporation will maintain, at Corporation's cost and expense, the Hangars and Property (and all improvements located thereon) in a condition equal to or better than the condition then existing. Corporation will perform and

complete any maintenance and/or repairs caused by the use of the Hangars and/or Property and/or holding of the Event. Corporation will not construct, improve, demolish, remove, replace, alter, reconstruct, and/or remodel all or any part of the Hangars and/or Property.

4.3 Hazardous Substances. Corporation will not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released on or under the Hangars, Property, and/or Airport; provided, however, Corporation may use, store, or handle on the Hangar and/or Property those Hazardous Substances typically used, stored, and/or handled in the prudent and safe operation of the Event. Corporation will comply with all Environmental Laws and will exercise the highest degree of care in the use, handling, and storage of Hazardous Substances, and will take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored in or on the Hangars, Property, and/or Airport. Upon the termination of this Agreement, Corporation will remove all Hazardous Substances from the Hangars, Property, and/or Airport placed and/or caused to be placed on the Hangars, Airport, and/or Property by Corporation and/or Corporation's Representatives.

5. Event.

5.1 Event Operation (General). Corporation's operation of the Event will not unreasonably interfere with owners of neighboring property. Corporation will ensure that Event participants, volunteers, merchants, contractors, guests, and invitees behave in a lawful and civilized manner. Corporation will ensure that the Event has adequate law enforcement, security, and safety personnel. Vehicles will be parked in appropriate locations. Corporation will ensure that the Event will not unreasonably interrupt the safe and orderly movement of traffic surrounding the Airport. The Event will not cause injury or damage to persons or property. Corporation will conduct and operate the Event in compliance with the Laws. Corporation will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to hold the Event.

5.2 Waste; Clean-Up. Corporation will contract with a sanitary service company to provide adequate porta-potties and cleaning stations. Corporation will keep and maintain the Hangar and Property (and surrounding areas) in a neat and clean condition equal to or better than the condition then existing. Upon the earlier of the termination of this Agreement or the conclusion of the Event, Corporation will have the following obligations in addition to any other obligations under this Agreement: (a) Corporation will return all keys and similar devices to City and leave/vacate the Hangar and Property (and surrounding areas) in a good and clean condition and in the same condition (less ordinary wear and tear) existing as of the Effective Date; (b) Corporation will clean and remove from the Hangars and Property (and surrounding areas) any and all equipment, waste, materials, and debris caused directly or indirectly by the Event, Corporation, and/or Corporation's Representatives; and (c) Corporation will vacate the Hangars and Property and surrender the Hangars and Property to City empty of all persons and property.

5.3 Emergency Action Plan; Alcoholic Beverages. Each calendar year during the term of this Agreement Corporation will develop, for City's review and approval, an emergency action plan concerning the Event (the "Emergency Action Plan"). The Emergency Action Plan will be designed to maintain the highest level of public safety by developing prevention and preparedness solutions to potential emergency situations. The 2016 Emergency Action Plan is attached hereto as Exhibit B. Any alcoholic beverages provided or served during the Event must be served in accordance with the Laws (e.g., only persons 21 years of age or older may be served and consume alcohol). Corporation will

ensure that persons under the age of 21 do not consume alcohol at the Event and/or on the Property.

5.4 Corporation Investigation. Corporation has entered into this Agreement on the basis of its own examination and personal knowledge of the Hangar, Property, and Airport. Corporation has investigated and researched the Hangar, Property, and Airport and their condition as of the Effective Date. Corporation has obtained all the information desired in connection with this Agreement, the Laws, Hangar, Property, and Airport. Corporation has not relied on any representations or warranties made by City and/or City's Representatives.

6. Insurance; Indemnification.

6.1 Insurance Requirements. Corporation will procure, and thereafter continue to carry, comprehensive general liability and property damage insurance (occurrence version) with a responsible company with limits of not less than \$3,000,000.00 for injury to one person, \$3,000,000.00 for any one accident or occurrence, and \$3,000,000.00 for property damage. City and City's officers, employees, and agents will be named as additional insureds on Corporation's liability insurance policy. Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and its officers, employees, and agents as additional insureds, and will contain a severability of interest clause. Any insurance policy Corporation is required to obtain under this Agreement may not be cancelled without prior written notice to City. Corporation's insurance will be primary and any insurance carried by City will be excess and noncontributing. Corporation will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Corporation is required to obtain under this Agreement upon execution of this Agreement.

6.2 Indemnification. Corporation releases, forever discharges, and will defend, indemnify, and hold City and each City 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, the following: (a) the Event; (b) any injury, illness, or death to person; (c) any loss, theft, vandalism, damage, and/or destruction to any real or personal property (whether or not such real or personal property is owned by Corporation), including, without limitation, the Hangars and Airport; and/or (d) Corporation's breach and/or failure to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement.

7. Term; Remedies.

7.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement will commence on the Effective Date and will continue thereafter until terminated in accordance with the terms and conditions contained in this Agreement. Commencing on or about December 15, 2016, and continuing on or about the same day of each year thereafter during the term of this Agreement, City and Corporation will review this Agreement to determine whether any changes or modifications to this Agreement are necessary or appropriate. Any changes or modifications to this Agreement require the parties' mutual written agreement.

7.2 Termination. This Agreement may be terminated at any time by the mutual written agreement of City and Corporation. This Agreement may be terminated by either party for any reason or no reason by providing the other party ninety (90) days' prior written notice. Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches and/or

otherwise fails to perform such other party's representations, warranties, covenants, and/or obligations contained in this Agreement.

7.3 Consequences of Termination; Remedies. Upon termination of this Agreement, City will not be obligated to reimburse or pay Corporation for any continuing contractual commitments to others and/or for penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Corporation. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8. Miscellaneous Provisions.

8.1 Authority; Binding Obligations; Conflicts. In addition to any other Corporation representation, warranty, and/or covenant contained in this Agreement, Corporation represents, warrants, and covenants to City as follows: (a) Corporation is an Oregon nonprofit corporation duly organized and validly existing under the laws of the State of Oregon; (b) Corporation has full power and authority to sign and deliver this Agreement and to perform Corporation's obligations under this Agreement; (c) this Agreement is the legal, valid, and binding obligation of Corporation, enforceable against Corporation in accordance with its terms; and (d) Corporation's execution of this Agreement, and Corporation's performance of its obligations under this Agreement, will not (i) conflict with Corporation's articles of incorporation or bylaws, (ii) breach any agreement to which Corporation is a party, or give any person the right to accelerate any obligation of Seller, (iii) violate any law, judgment, and/or order to which Corporation is subject, and/or (iv) require the consent, authorization, and/or approval of any person or governmental body.

8.2 Assignment; Survival; Attorney Fees. Corporation will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Corporation's interest in the Hangar, Property, and/or this Agreement. All provisions contained in this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Corporation's indemnification obligations under Section 6.3. Time is of the essence with respect to each and every obligation of the parties hereunder. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

8.3 Binding Effect; Notices. Subject to Section 8.2, this Agreement will be binding on and will inure to the benefit of City, Corporation, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or

at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

8.4 Entire Agreement; Applicable Law; Severability. This Agreement sets forth the entire understanding of the parties with respect to the Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Agreement. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

8.5 Execution; Counterparts. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

8.6 Person; Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

8.7 Further Assurances; Waiver; Expenses. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Except as otherwise provided in this Agreement, each party will bear the party's own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Agreement. City and City's Representatives will have the right to enter and inspect the Hangars and Property at any time and from time to time.

8.8 Legal Representation. City has employed the law firm of Bryant, Lovlien & Jarvis, PC to prepare and negotiate this Agreement for and on behalf of City and such attorneys represent only City in the negotiation and preparation of this Agreement. Corporation has thoroughly reviewed this Agreement with counsel of Corporation's choosing, or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and

any documents executed and delivered pursuant to, or in connection with, this Agreement.

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

Corporation:
Central Oregon Airshow, Inc.,
an Oregon nonprofit corporation

City:
City of Madras,
an Oregon municipal corporation

By: _____

By: Royce Embanks, Mayor

Acknowledged and Agreed

I, Robert Berg, on behalf of Berg Air, LLC, an Oregon limited liability company (the FBO), have read, fully understand, and agree to the provisions contained in this Agreement. I acknowledge that City is relying on such understanding and agreement in permitting Corporation to use the Hangars and Property to operate the Event.

Berg Air, LLC,
an Oregon limited liability company

By: Rob Berg, Manager

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Airport” means the Madras Municipal Airport.

“City” has the meaning assigned to such term in the preamble.

“City Administrator” means City’s then appointed city administrator or his or her designee.

“Corporation” has the meaning assigned to such term in the preamble.

“Corporation Representative” means Corporation’s then appointed representative responsible for administering this Agreement on behalf of Corporation.

“Daimler” has the meaning assigned to such term in Section 3.4.

“Effective Date” has the meaning assigned to such term in the preamble.

“Emergency Action Plan” has the meaning assigned to such term in Section 5.3.

“Environmental Law(s)” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

“Event” means that certain air show commonly known as The Airshow of the Cascades which is operated for a period not exceeding three consecutive days during the month of August each calendar year.

“FAA” means the Federal Aviation Administration.

“FBO” means the Airport’s fixed base operator, currently Berg Air, LLC, an Oregon limited liability company.

“Hangars” mean those certain Airport hangars provided or made available by and through the FBO for the Event.

“Hazardous Substance(s)” means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

“Law(s)” means any and all rules, regulations, leases, covenants, conditions, restrictions,

easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations directly or indirectly affecting the Property and/or Airport, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), any Environmental Laws, any rules or regulations promulgated by the FAA or any other federal airport authority, and any Airport rules and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Property” means that certain real property (and any improvements located thereon) located at the Airport more particularly described and depicted on the attached Exhibit A.

“Representative(s)” means each present and future director, officer, employee, agent, contractor, and/or representative of the identified party.

Exhibit A
Property Description and Depiction

[attached]

Exhibit A: Airshow of the Cascades Land Use Map



The City of Madras uses GIS data in support of internal business functions and the public services it provides. GIS data may not be suitable for other purposes or uses. The requester shall verify information derived from GIS data before making any decisions or taking any actions based on the information. The City of Madras shall not be liable for errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and relational accuracy of the data. The City of Madras assumes no legal responsibility for this information.



1 inch = 981 feet

N.Snead, City of Madras, 8/24/2015

Restriction Areas

- 1000' Min Line
- 1500' Min Line
- Crowd Line
- Runway Line
- Sterile Area for Aerobatics Box
- Airshow Areas
- Airshow Exclusion Areas
- Jefferson County Property

Airshow Areas = 58.77 acres**

**Not including the Airshow Exclusion Areas and the engine run up area on the taxiway.

Exhibit B
2016 Emergency Action Plan

[attached]

Air Show of the Cascades

2016

Emergency Action Plan

The objective of this plan is to maintain the highest level of public safety by developing prevention and preparedness solutions to possible emergency situations.

The Air Show of The Cascades will take place on Friday August 26th and Saturday August 27th 2016 at the Madras Municipal Airport.



A Certificate of Waiver will be issued each year by the FAA – PDX Flight Standard District Office (FSDO) to the Air Show of the Cascades (ASOC) governing board. Air show staff shall make every attempt to meet all the conditions of the certificate. After approving the submitted formal application for the Certificate of Waiver, the local FSDO issues a Certificate of Waiver document. This Certificate of Waiver will list all the FAA regulations which have been identified as non compliance during the operation of the actual Air Show. The FSDO agrees to waive the specific regulations during the requested period of times.

- 1.) Air Show Practice Time.. August 25th ..1100 thru 1400**
- 2.) Air Show Performance Time.. August 26th ..1830 thru 2200**
- 3.) Air Show Performance Time.. August 27th.. 1330 thru 1700**

The Airshow of the Cascades will utilize two (2) hot boxes approved by the FAA-PDX FSDO. The location of the hot boxes will be east of runway 16/34 on both the North and South ends of the Airport. The restricted area will be off limits to all vehicle and personnel during the Air Show and practice aerobatic sessions. Access will be permitted for the performers and air show staff only.

The Airshow of the Cascades will be utilizing an Aerobatic Box for the actual event. This area will be identified and restricted as off limits to all vehicles and personnel during the Air Show and practice aerobatic sessions.

RESPONSIBILITIES:

All participants, volunteers and staff associated with the Air Show will receive a safety briefing outlining the Emergency Action Plan.

Air Show Chairman:

The details of any major emergency which occurs will be reported to the Fire Operations Commander (FOC). Decisions whether an incident is serious enough to suspend or end the show will be convened between the FOC and Air Boss.

Air Boss:

The Air Boss is responsible for scheduling and running the aerial display portion of the Air Show and has final authority to take any actions necessary to ensure the safety of the performers, spectators, volunteers and support staff during the show. The Air Boss will have access to two way communications enabling direct contact with Aircraft, Air Show Commentator and the Fire Operations Commander. The Air Boss shall receive and finalize all air show acts along with the specific details.

Airport Manager:

The Airport Manager is to report to the Fire Operations Commander in the event of a serious emergency and make appropriate notifications to the FAA – PDX FSDO and other relevant organizations. The Airport Manager is responsible to coordinate any air response to aid in the emergency. The Airport Manager will also serve as the liaison for all emergency services personnel and scheduled safety briefings.

Air Show Commentator:

The Air Show Commentator shall be informed of any specific emergency instructions in order to make appropriate announcements to the spectators. The Air Show Commentator shall work in concert with the Air Show Chairperson.

Command & Control Center:

In the event of a serious incident, a command center shall be activated at the Jefferson County Sheriff's Office Emergency Operations Center (EOC). The EOC is located at 675 NW Cherry Lane and is across the street from the General Aviation Building (GAB). All emergency service leaders (fire, medical, law enforcement) will coordinate their efforts from this location. The location and the staffing plan for the EOC will be identified and

communicated by using two way radios. The activation will follow the 2015 edition of the County Emergency Operations Plan.

Fire Operations Commander:

The Fire Operations Commander will be the On-Scene Operations in the event of fire and/or medical emergency. All movements of emergency vehicles from designated locations shall be coordinated by the Fire Operations Coordinator. In the event access is needed within the aerobatic box, the Fire Operations Coordinator shall coordinate with the Air Boss.

Emergency Services: (Fire, Medical, Law Enforcement)

The Emergency Action Plan (EAP) will utilize the National Incident Management System (NIMS) as the standard for communication. Detail plans along with maps will be attached to the main document using Incident Command System forms.

The following emergency vehicles and personnel shall be designated for the duration of the event;

- 1.) One State of Oregon licensed ambulance staffed with a minimum of two (2)Emergency Medical Technicians.**
- 2.) One ARFF vehicle with a minimum of one trained personnel.**
- 3.) One Type VI Quick Attack with a minimum of two personnel.**
- 4.) One Fire Operations Coordinator**

Emergency access routes will be established and maintained to ensure emergency vehicles have clear entrance and exit routes from the airport. An Air Show traffic map will be attached as part of the final document and will be reviewed by all parties associated with emergency vehicle travel.

Communication utilizing two way radios will be supplied to the Fire Operations Coordinator to monitor activity with key airshow personnel.

The Air boss or his designee will monitor the Unicom frequency of 122.80 to communicate with the performers. Other key air show personnel will also be assigned designated two way radios to maintain communication during the duration of the event.

Media

All media inquiries are to be directed to the Air Show Chairman or his assigned designee. Media shall be directed to the General Aviation Building (GAB) for information and/or press releases.

Security/Safety/Law Enforcement

All spectators shall be isolated from the air show boxes and aircraft maneuvering on the ground. Air show personnel will be utilizing concrete barricades and fencing to identify areas off limits. The Airport Manager will coordinate all security measures. Certified law enforcement officers from Jefferson County Sheriff's Office and Madras Police Department will be on site during the Air Show performance. A staffing plan will be utilized and developed prior to the event.

Briefings/Meetings

All personnel associated with the event will be briefed on the Emergency Action Plan prior to the air show. A briefing for all emergency service personnel will occur on the final week prior to the Air Show. The briefing will cover special hazards, airport familiarization and emergency considerations for aircraft related emergencies.

A pilots briefing will be held at the GAB daily for all pilots and key personnel.

Weather Emergencies

The Airport Manager, Air Boss and Safety Officer will monitor daily weather conditions from the National Weather Service in Pendleton. The Safety Officer may request a spot weather forecast if adverse weather conditions are present. A daily weather forecast will be delivered with the briefings.

SUPPLEMENTAL INFORMATION

Acronyms

ASOC.....Air Show of the Cascades

GAB.....General Aviation Building

EOC.....Emergency Operations Center

FAA.....Federal Aviation Administration

FSDO....Flight Standard District Office

ICS.....Incident Command System

EAP.....Emergency Action Plan

NIMS....National Incident Management System

PDX.....Portland, Oregon

EMS.....Emergency Medical Services

POSITION	NAME	(541)	ALTERNATE
Air Show Chairman	Joe Krenowicz	408-6766	Rick Allen 815-4380
Air Boss	Don Mobley	815-5079	Rob Berg 420-8905
Fire Operations	Jim Brown	777-5016	Brian Huff 279-1440
Airport Manager	Rob Berg	420-8905	Tracy Berg 678-2045
Air Show Commentator	Ken Hildebrandt	(604)308-5638	Gary White 390-3793
Grounds Ops Coordinator	Bruce Hoyt	(503)318-0343	
Air Show Safety Officer	Mark Carman	325-2701	

CITY OF MADRAS

Request for Council Action

Date Submitted: August 10, 2016
Agenda Date Requested: August 23, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Resolution No. 21-2016
A Resolution establishing and Ice control and snow removal policy within the City of Madras, prohibiting parking along designated snow routes during snow storms and snow removal operations, and superseding and replacing Resolution No. 26-2015

TYPE OF ACTION REQUESTED:

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

Formal action / motion: that the City Council approves Resolution No. 21-2016 which will replace Resolutions No.26-2015 Snow Removal Policy.

DESCRIPTION:

Each year, the Public Works and Parks Committee is asked to review the City's snow removal policy and route map. This year, the committee met on August 3, 2016, and recommended that Cherry Lane be added to the policy and route map as a primary Route.

STAFF ANALYSIS:

The Public Works Department of the City of Madras may not initiate snow removal operations until accumulations on the open ground shall approach six inches. Where snow has reached a depth of approximately six inches and is not expected to immediately melt, the PW Department

may initiate snow removal operations. The snow removal operation may proceed according to the approved plan unless there is a compelling reason to deviate from this plan.

Snow removal will be conducted along streets according to their priority in facilitating the movement of emergency vehicles, school busses and local traffic. The first priority will be those streets indicated on the map as primary routes. The next priority will be those streets indicated on the map as secondary routes. All other streets not indicated as primary or secondary on the map will be evaluated for need by the Public Works Dept. once the primary and secondary streets are cleared. Snow will be removed from residential streets as time and conditions allow after primary and secondary streets have been cleared and opened for traffic.

- A. Fiscal Impact:
N/A

- B. Funding Source:
N/A

- C. Recognition of Collateral Material and Technical Report:
 - Resolution No. 21-2016
 - Route Map

RECOMMENDATION:

Formal action / motion: that the City Council approves Resolution No. 21-2016 which will replace Resolutions No.26-2015 Snow Removal Policy.

RESOLUTION NO. 21-2016

A RESOLUTION ESTABLISHING AN ICE CONTROL AND SNOW REMOVAL POLICY WITHIN THE CITY OF MADRAS, PROHIBITING PARKING ALONG DESIGNATED SNOW ROUTES DURING SNOW STORMS AND SNOW REMOVAL OPERATIONS, SUPERSEDES AND REPLACES RESOLUTION NO. 01-2016.

WHEREAS, the City of Madras has the responsibility for the maintenance of city streets within the City of Madras; and

WHEREAS, the control of ice on, and the removal of snow from, city streets is a maintenance function of the City of Madras; and

WHEREAS, the current ice control and snow removal policy, Resolution No. 01-2016, has been reviewed by the Public Works and Parks Commission and found to be in need of revisions; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of Madras that the city establish a written policy regarding the control of ice on, and the removal of snow from, city streets; and

WHEREAS, the control of ice and the removal of snow is necessary to provide for movement of emergency vehicles, to permit the safe operations of school busses, and to facilitate the movement of people, goods, and services; and

WHEREAS, vehicles parked on streets during snow removal operations constitute a hazard for snow removal equipment, constitute a risk to the vehicle, and severely inhibit snow removal operations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madras that the following ice control and snow removal policy is hereby established:

SECTION 1: ICE CONTROL

The Public Works Department of the City of Madras shall endeavor to anticipate dangerous conditions brought on by freezing rain, black ice, or packed or freezing snow, and to apply sand to intersections, steep slopes, and any other area where ice is determined to constitute an unusual hazard to motor vehicles.

Where conditions are such that slippery and icy conditions have not been anticipated by the Public Works Department, the Madras Police Department shall determine if there is an immediate need to call out the sanding crew.

When it is determined that sanding may be necessary to alleviate unusually dangerous conditions, the officer on duty shall notify Jefferson County Dispatch to make contact with the City Street Supervisor. Should the Street Supervisor be unavailable, Dispatch shall call Public Works Department personnel, from the furnished list, until contact is made.

The communication from Dispatch should include any areas of special concern which should be sanded first. Public Works Department personnel will evaluate the road conditions and schedule the sanding according to field observations and information received from City Police or Dispatch.

Where City Police are not available to make a determination regarding road conditions, such evaluation may be made by the Jefferson County Sheriff's Department or by the Oregon State Police and the information relayed to Dispatch which will issue the call to Public Works Department personnel.

City sanding crews may only be called out by City of Madras personnel or Jefferson County Dispatch.

SECTION 2: SNOW REMOVAL

The Public Works Department of the City of Madras may not initiate snow removal operations until accumulations on the open ground shall approach six (6) inches.

Where snow has reached a depth of approximately six (6) inches and is not expected to immediately melt, the Public Works Department may initiate snow removal operations. The snow removal operation may proceed according to the approved plan unless there is a compelling reason to deviate from this plan.

Snow removal will be conducted along streets according to their priority in facilitating the movement of emergency vehicles, school busses, and local traffic. The first priority will be those streets listed below as primary snow removal routes. The next priority will be those streets listed below as secondary snow removal routes. All other streets not listed below will be considered as residential. Snow will be removed from residential streets as time and conditions allow after primary and secondary streets have been cleared and opened for traffic.

PRIMARY SNOW REMOVAL ROUTES

The following streets are hereby declared to be primary snow removal routes:

- (1) "B" Street from N.W. 1st Street to S.E. City View
- (2) N.E. 12th Street from "B" Street to N.E. Oak Street
- (3) N.E. "A" Street from N.E. 12th Street to N.E. 16th Street
- (4) N.E. Oak Street from N.E. 16th Street to N.E. 6th Street
- (5) S.E. Buff Street from the school bus barn to S.E. 5th Street
- (6) S.E. 7th Street from S.E. Buff Street to "B" Street
- (7) S.E. 10th Street from S.E. Buff Street to "B" Street
- (8) N.E. 7th Street from "B" Street to N.E. Oak Street
- (9) S.E. 6th Street from N.E. "E" Street to "B" Street
- (10) S.E. "D" Street from 5th Street to S.E. 10th Street
- (11) S.W. 2nd Street from S.W. "B" Street to S.W. "J" Street
- (12) S.W. "J" Street from the Culver Highway (Highway 361) to S.E. City View
- (13) S.E. City View from S.E. "J" Street to N.E. "B" Street
- (14) N.E. Kemper Way to the Middle School and Aquatic Center Entrances
- (15) N.E. 16th Street from N.E. Oak Street to N.E. "B" Street
- (16) "B" Street/Ashwood Road between City View and Bean Drive
- (17) Cherry Lane from Highway 26 to NW Berg Drive

SECONDARY SNOW REMOVAL ROUTES

The following streets are hereby declared to be secondary snow removal routes:

- (1) N.E. 10th Street from N.E. Cedar Street to N.E. Oak Street
- (2) N.E. Henry Street from N.E. 10th Street to N.E. 7th Street
- (3) N.E. 7th Street from N.E. Henry Street to N.E. Oak Street
- (4) N.E. 6th Street from N.E. "B" Street to N.E. Pine Street
- (5) S.E. "C" Street from Grizzly Road to N.E. 5th Street
- (6) S.W. "C" Street from S.W. 1st Street to S.W. 5th Street
- (7) S.W. 3rd Street from S.W. "B" Street to S.W. "E" Street
- (8) S.W. "G" Street from the Culver Highway (Highway 361) to S.W. 4th Street
- (9) S.W. Madison Street from S.W. "J" Street to S.W. "M" Street
- (10) S.W. Bard Lane from Highway 97 to S.W. Adams Drive
- (11) S.E. 8th Street from S.E. Buff Street to S.E. "H" Street
- (12) S.E. Turner Street from S.E. "H" Street to S.E. "J" Street
- (13) McTaggart Road between Buff Street and "J" Street
- (14) Bean Drive from Loucks Road to Ashwood Road
- (15) Loucks Drive from Hwy 97 to Bean Drive

SECTION 3: PARKING ON PRIMARY AND SECONDARY SNOW ROUTES PROHIBITED

Parking is hereby prohibited along primary and secondary snow removal routes during significant snowfall events and during snow removal operations. Vehicles parked along primary and secondary snow removal routes in violation of this resolution may be towed at the owner's expense. The City will not be liable for damage to vehicles parked along snow removal routes in violation of this resolution, which may result from snow removal operations.

A map of primary and secondary snow removal routes is available for public review at the Madras City Hall, 125 SW "E" Street, Madras, Oregon.

SECTION 4: SNOW REMOVAL OPERATIONS

The Madras Public Works Department reserves the right to determine the method of snow removal which will be used according to experience and field conditions. In most instances the snow will be plowed to the center of the street and left in a berm for later removal. In some instances, snow will be plowed to the side. The City will not be responsible for clearing individual driveways which may be blocked from the operations. Street intersections will be cleared to facilitate cross traffic.

SECTION 5: SNOW STORAGE

Snow removed from the streets will be hauled to various sites owned by the City, or where written permission has been obtained from a private property owner for snow storage at a site on private property. Snow may not be stored on private property without the express written permission of the owner.

SECTION 6: EFFECTIVE DATE OF THIS RESOLUTION

This resolution shall be in full force and effect immediately upon and after its passage by the Council and approval by the Mayor of the City of Madras.

ADOPTED by the City Council of the City of Madras this ___ day of _____ 2016.

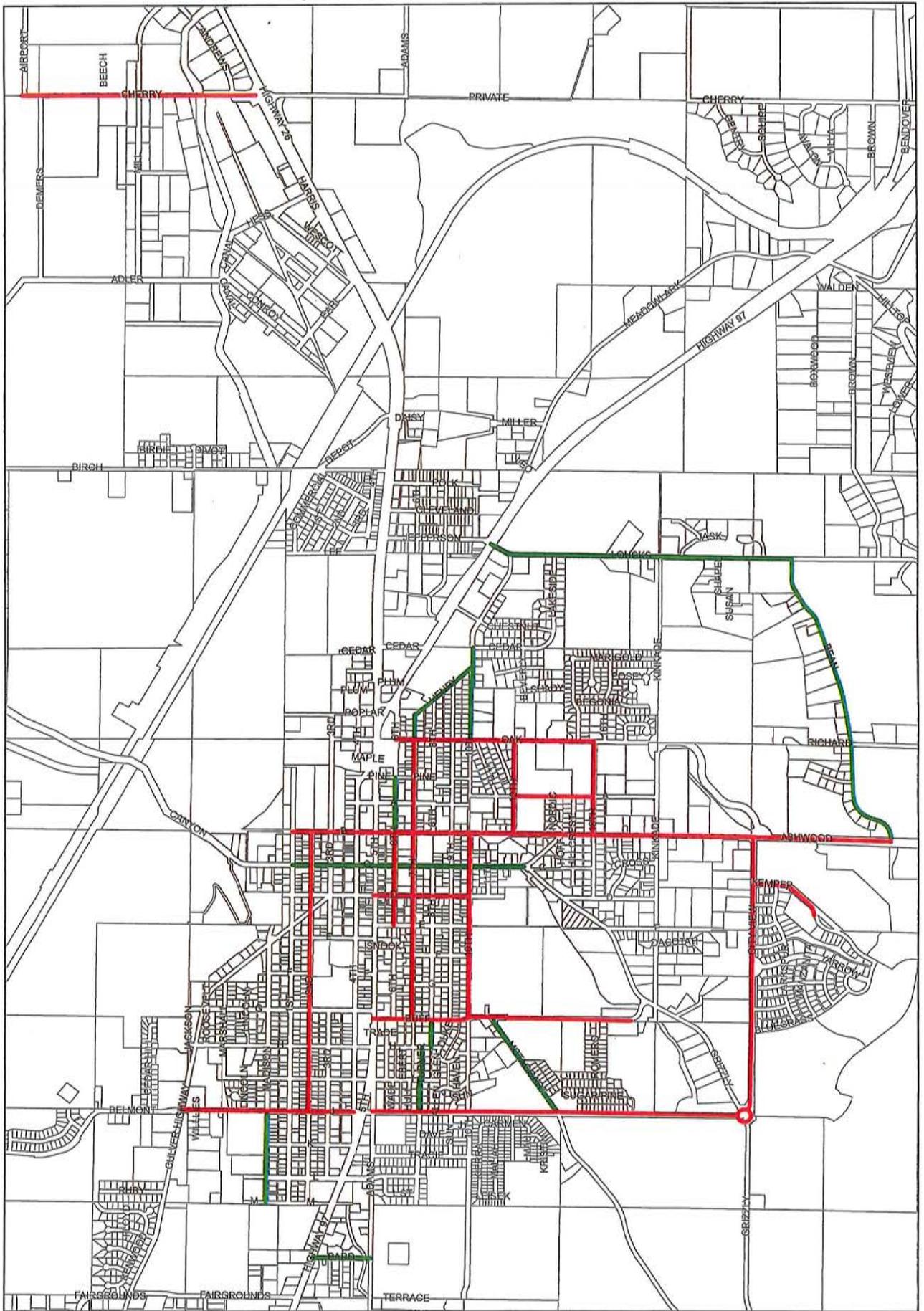
Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Royce Embanks, Mayor

ATTEST:

Karen J Coleman, City Recorder

City of Madras Snow Removal Map FY 2015-2016



The City of Madras uses GIS data in support of internal business functions and the public services it provides. GIS data may not be suitable for other purposes or uses. The user shall verify information derived from GIS data before making any decisions or taking any actions based on the information. The City of Madras shall not be liable for errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and relational accuracy of the data. The City of Madras assumes no legal responsibility for this information.



-  Primary Snow Removal Route
-  Secondary Snow Removal Route

CITY OF MADRAS
Request for Council Action

Date Submitted: August 8, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burrell

From: Kristal Hughes, Finance Director

Subject: **RESOLUTION NO. 22-2016**
A resolution authorizing an increase in appropriation to recognize unanticipated revenues, and expenses, and the transfer of appropriations within funds for Fiscal Year 2016-2017.

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS: Unanticipated revenues and expenditures were unknown at the time the budget was prepared. One adjustment is less than 10% of total appropriations and a notice of supplemental budget was posted in the Madras Pioneer August 17, 2016 to be in accordance with ORS 294.471 (3)(b).

SUMMARY: See attached budget resolution for full details and descriptions of each budget adjustment needed to be in compliance with Oregon Budget Law. The Airport Noise Protection Regulations and Airport Urban Growth Boundary Expansion projects were not completed in FY 15-16 as originally anticipated and are continuing to FY 2016-2017. The Community Development Director did not have adequate notice that these projects would be continued into FY 2016-2017 to re-convene the Budget Committee.

Supporting Documentation: A copy of Resolution No. 22-2016 has been attached for Council's review and consideration.

STAFF'S RECOMMENDATION: City Council approve and adopt Resolution No. 22-2016 as proposed.

RESOLUTION NO. 22-2016

A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION TO RECOGNIZE UNANTICIPATED REVENUES, AND EXPENSES, AND THE TRANSFER OF APPROPRIATIONS WITHIN FUNDS FOR FISCAL YEAR 2016-2017.

WHEREAS, in accordance with ORS 294.456 and 294.463, the governing body of the City of Madras, Oregon may increase appropriations to recognize unanticipated revenues, expenses, and to transfer appropriations within funds for Fiscal Year 2016-2017 that were authorized by the City Council pursuant to Resolution 13-2016; and

WHEREAS, unanticipated revenues and expenditures were unknown at the time the budget was prepared and the City Council deems it advisable to adjust the Fiscal Year 2016-2017 appropriations to be in compliance with Oregon Budget Law;

WHEREAS, the adjustment increases total appropriation by less than 10%; a notice of a supplemental budget was posted in the Madras Pioneer on August 17, 2016 to be in accordance with ORS 294.471 (3)(b);

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

SECTION 1: Because of the circumstances stated below by fund level, the Mayor and City Council of the City of Madras determine that it is necessary to transfer and increase appropriations as follows for the 2016-2017 City Budget;

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

505-505	Adopted Budget	Increase	Decrease	Revised Budget
Special Revenue Funds				
<i>Community Development Program</i>				
Professional Services (M&S)	336,399	23,807	-	360,206
Beginning Cash	6,543	23,807		30,350

REASON: Airport Noise Protection Regulations and Airport Urban Growth Boundary expansion projects were not completed in FY 15-16 and are continuing to FY 16-17.

SECTION 3: This resolution shall become effective on August 23, 2016.

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

day of _____, 20 _____.

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Vacancies: _____

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

CITY OF MADRAS
Request for Council Action

Date Submitted: August 16, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council

From: Gus Burrell, City Administrator

Subject: **RESOLUTION NO. 23-2016**

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

TYPE OF ACTION REQUESTED: Formal Motion by the City Council to approve Resolution No. 23-2016 in support of a State Transportation Funding Package in the 2017 Legislative Session.

STAFF ANALYSIS AND DESCRIPTION:

The City of Madras has the following items to provide support for requesting the State of Oregon Legislature to increase the State's transportation funding which is distributed proportionately to cities and counties by formula:

- The City Council tasked a Citizen Advisory Committee in 2015 to evaluate the needs of the City's transportation system and to recommend back to the Council financing recommendations on how to maintain and improve the City's deteriorating street system. Per the January 2016 report findings from the Citizen Advisory Committee, it was recommended that the City of Madras should seek ways to increase annual funding by \$750,000 to improve and maintain its current paved street system and to also start paving the 9.5 miles of gravel roadway in the City. This is an 85% increase to the current maintenance funding stream in the City's FY 2016-17 adopted budget.
- The Jefferson County Board of Commissioners noted in their February 11, 2015 letter to our legislative representatives, Ferrioli and Huffman, that a State transportation funding package was supported by the Jefferson County Commissioners.
- Per Assistant ODOT Director, Travis Brouwer's presentation to the Central Oregon Commission on Transportation in January 2015, due to the combination of more fuel efficient vehicles, less road miles traveled, and inflation, the State's transportation funding streams in 2014 were at about 50% of the purchasing power in 1993.

SUMMARY:

- A. **Fiscal Impact:** Per the 2009 Jobs and Transportation Act, a \$0.06 per gallon State gas tax increase equated to an approximate increase of \$70,000 per year in additional revenues to the City of Madras (State Formula is 50/30/20 percentages to State/Counties/Cities respectively); the exact impact of what the State Legislature is willing to do is unknown at this time, but the City is in need of an additional \$750,000 annually per the citizen advisory reporting findings.

- B. **Recognition of Collateral Material and Technical Report:** Resolution No. 23-2016, Jefferson County Board of Commissioners letter dated February 11, 2015

RECOMMENDATION: Formal Motion by the City Council to approve Resolution No. 23-2016 in support of a State Transportation Funding Package in the 2017 Legislative Session.

RESOLUTION NO. 23-2016

A RESOLUTION OF THE CITY OF MADRAS, IN COOPERATION WITH THE BOARD OF COUNTY COMMISSIONERS OF CROOK, DESCHUTES AND JEFFERSON COUNTY AND THE CITY COUNCILS OF BEND, REDMOND, PRINEVILLE, MADRAS, SISTERS, LA PINE, CULVER, AND METOLIUS, IN SUPPORT OF A TRANSPORTATION FUNDING PACKAGE IN THE 2017 LEGISLATIVE SESSION.

WHEREAS, the need for increased funding to address transportation maintenance, operations, capital construction and safety exists within every City and County in Central Oregon; and

WHEREAS, significant growth in traffic volume has exacerbated congestion and the need for safety and capacity improvements on the state highway systems connecting our communities; and

WHEREAS, investment in transportation infrastructure results in near term job creation in the construction sector and long term job attraction via the addition of system capacity to accommodate economic development; and

WHEREAS, time is the enemy of a deteriorating infrastructure, as deferred and foregone maintenance result in exponential and inevitable cost increases; and

WHEREAS, legislative adjustments in transportation funding are infrequent and the buying power of prior adjustments in revenue are eventually eroded via inflation; and

WHEREAS, local funding options are complex and difficult to gain voter approval, yet the State Highway Fund mechanism is established, fair, and preferred by industry stakeholders; and

WHEREAS, the federal Secure Rural Schools and Community Self-Determination Act is set to expire, leaving a significant funding void in county road programs; and

WHEREAS, preparation for natural disasters and emergency response is not exclusive to western Oregon communities; Central Oregon cities and counties will play an important role in the recovery of Oregon from the Cascadia event; and

WHEREAS, the City Council tasked a Citizen Advisory Committee in 2015 to evaluate the needs of the City's transportation system and to recommend back to the Council, financing recommendations on how to maintain and improve the City's deteriorating street system; and

WHEREAS, per the January 2016 report findings from the Citizen Advisory Committee, it was recommended that the City of Madras should seek ways to increase annual funding by \$750,000 to improve and maintain its current paved street system

and to also start paving the 9.5 miles of gravel roadway in the City, which is nearly an 85% increase to the current maintenance funding stream in the City's FY 2016-17 adopted budget.

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

SECTION 1: The signatories to this Resolution strongly support development of a Transportation Funding Package in the 2017 Legislative Session to generate needed revenue to invest in the maintenance, operations, capital construction, and safety of our transportation systems.

SECTION 2: The signatories to this Resolution support and encourage participation of our legislative delegation in helping develop and pass a Transportation Funding Package.

SECTION 3: The signatories of this Resolution pledge support to our legislative delegation's efforts and vote to pass a Transportation Funding Package.

SECTION 4: This Resolution shall take effect immediately upon passage by the Council and signing by the Mayor.

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

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

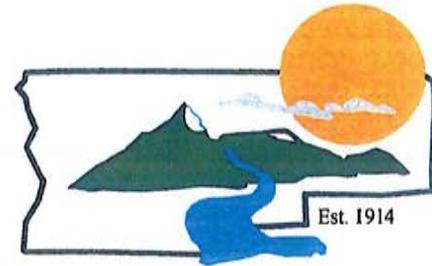
Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

JEFFERSON COUNTY BOARD OF COMMISSIONERS

66 S.E. "D" St., Suite A • Madras, Oregon 97741
• Ph: (541) 475-2449 • FAX: (541) 475-4454



February 11, 2015

Senator Ted Ferrioli
Representative John Huffman

Senator Ferrioli and Representative Huffman:

We understand the 2015 Oregon Legislature is currently considering a transportation funding package. Please know that we support increased revenues (gas tax, registration and title fees) distributed to the state/counties/cities on a 50/30/20 percent basis.

The erosion of the highway fund due to decreasing gas tax revenues, the reduction of Secure Rural Schools funding and the continued deterioration of roads and bridges has put Jefferson County's road system in jeopardy.

The Association of Oregon Counties recently completed a County Road Needs Study that shows that maintaining and repairing Oregon's county roads is going to take additional revenue. The study concludes revenue and expenditure forecasts over the next five years show a 54 percent annual shortfall for county road departments. That translates into the need for an additional \$505 million per year for counties. The study also details the challenges of keeping the county road system viable by regions of the state.

As elected county commissioners we recognize that revenue measures can be politically sensitive with constituents. Please understand that we will support you with our voters if you will support increased revenues for Oregon's transportation infrastructure.

Thank you for your service.


Wayne Fording, Chair


Mike Ahern, Commissioner


Mae Huston, Commissioner

CUSTOMER SATISFACTION SURVEY RESULTS

City of Madras 2016

Survey Background

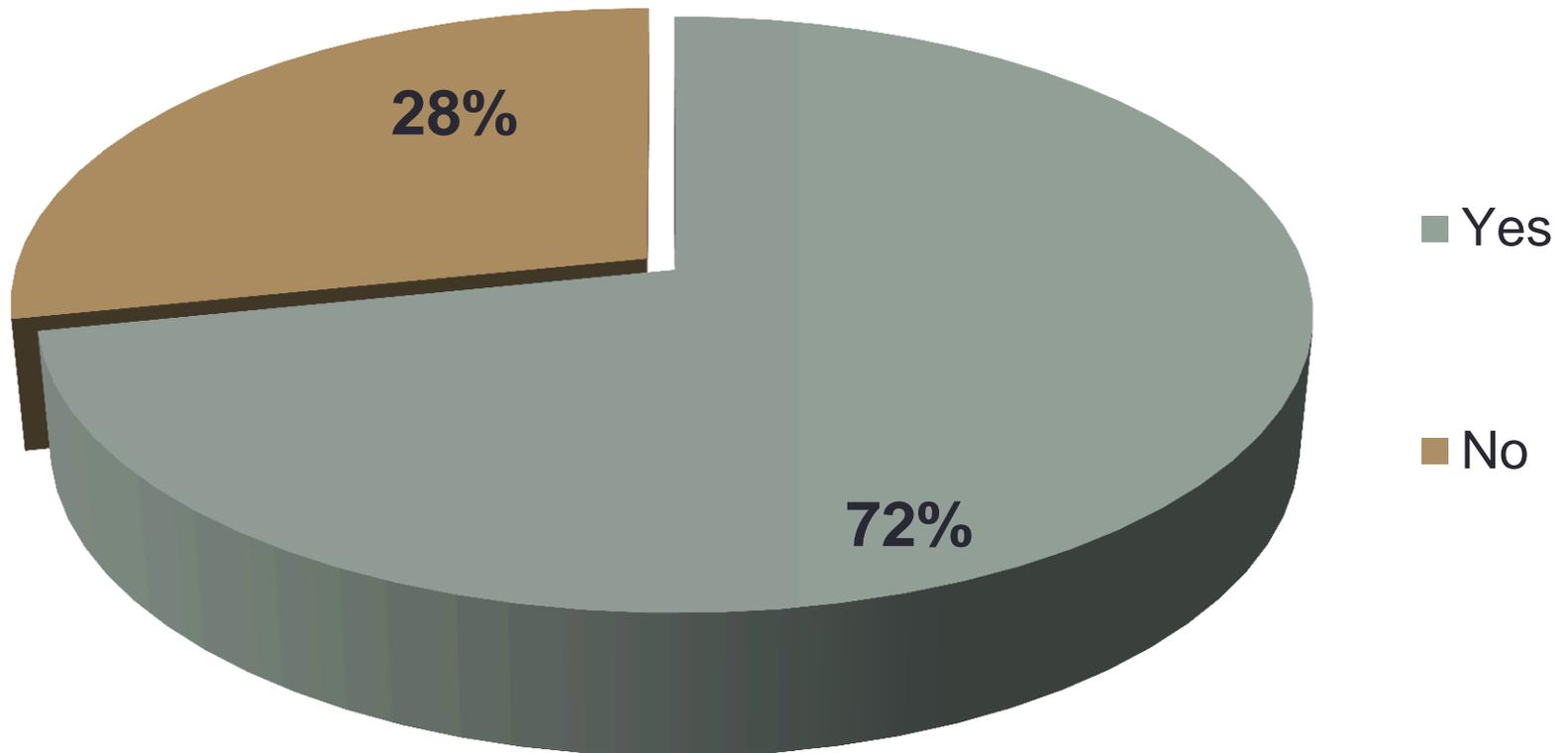
- Initiated by Annual Strategic Plan FY 2015-16: “analyze citizen feedback for opportunities to improve customer service satisfaction.”
- Generated questions and designed survey formats
- Survey data was collected during the month of June 2016
- \$50 credit toward City utility service drawing for participants

Survey Assumptions

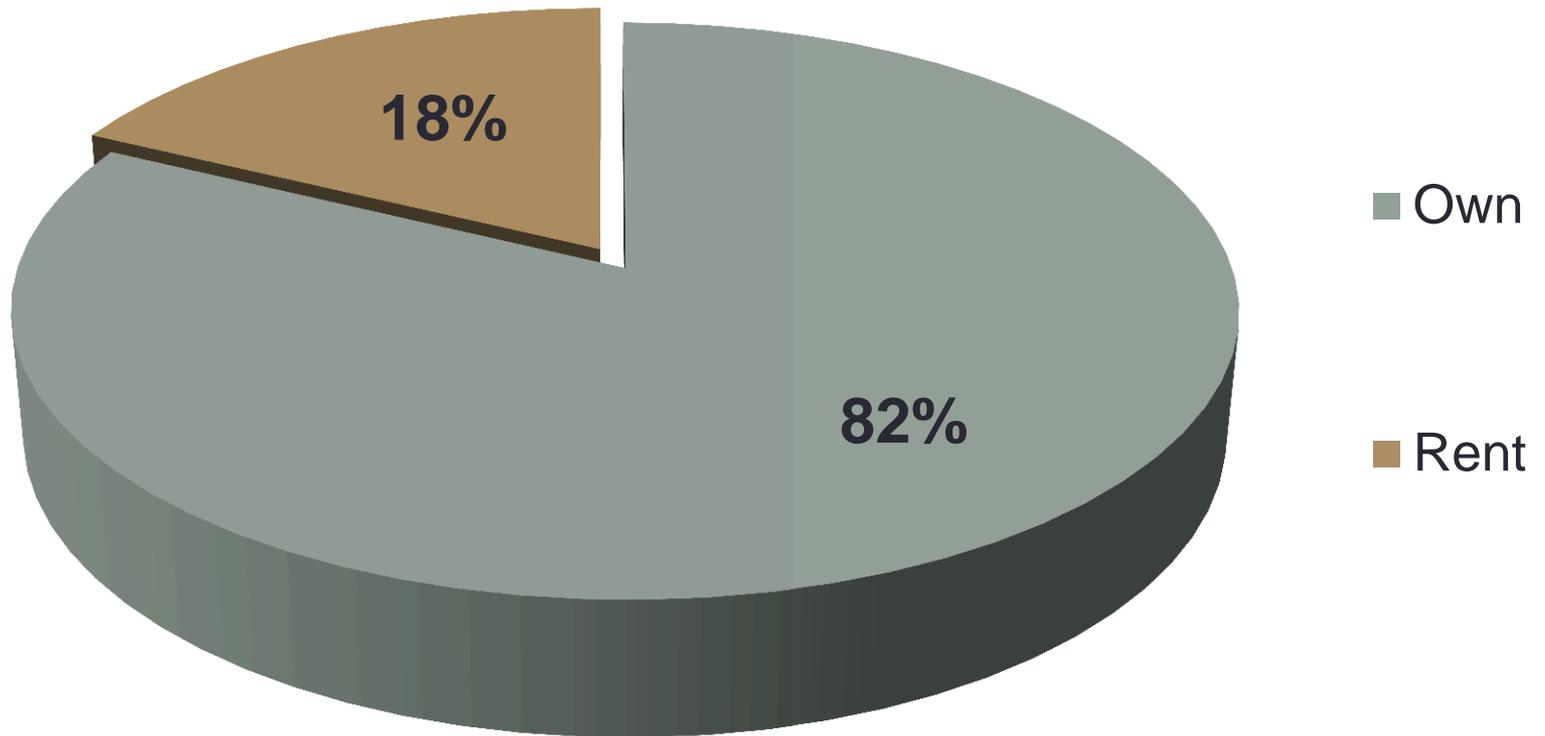
- Survey data collection
- Survey results
 - Outliers
 - Sample populations
 - Raw data vs. summary data
- A “neutral” answer reflects two responses:
 - 1) A participant that has not interacted with that City service/department, but chose not to leave the question blank.
 - 2) Simply did not have an opinion either way
 - It neither helps nor hinders the data.

PARTICIPANT DEMOGRAPHICS

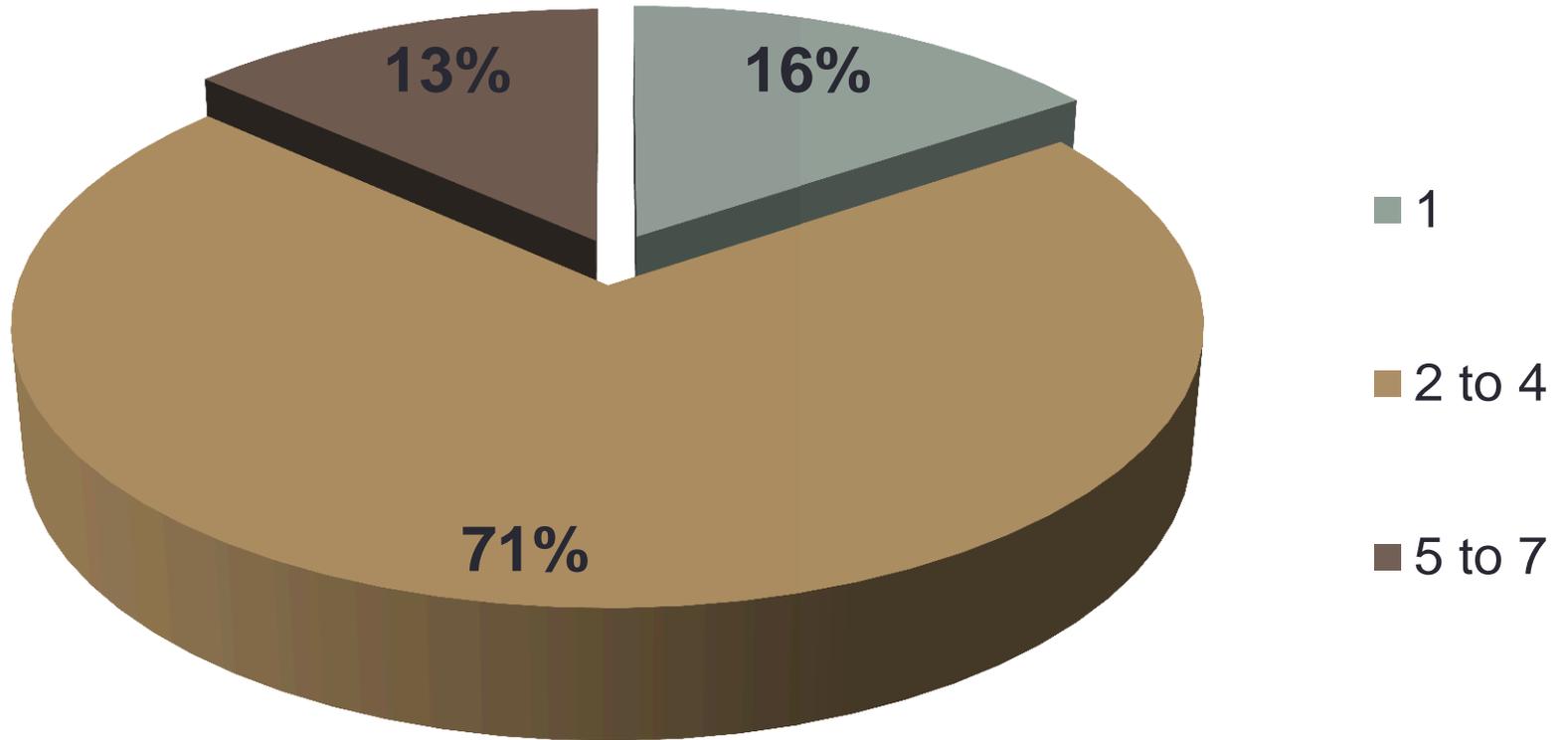
Do you live within Madras City limits?



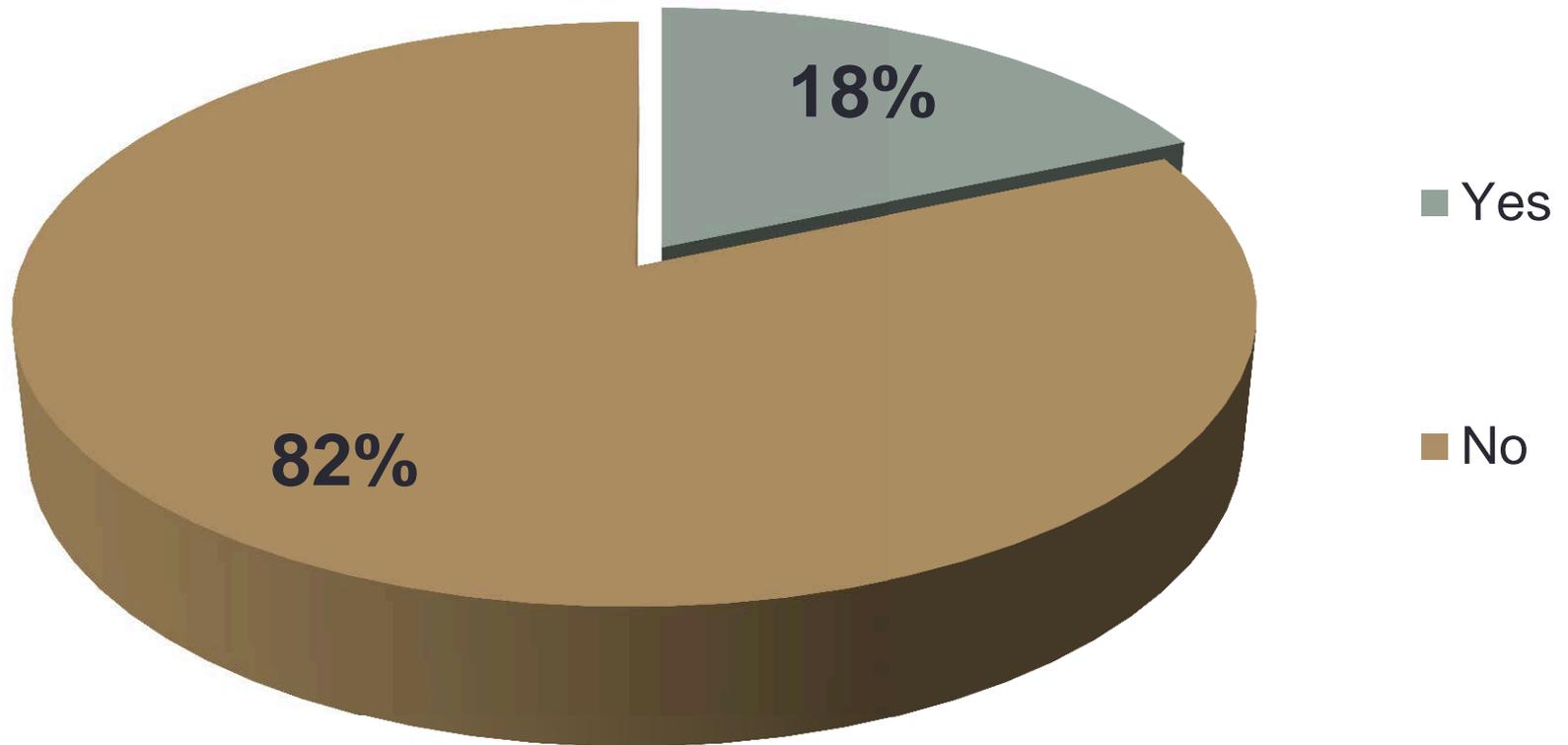
Do you own or rent?



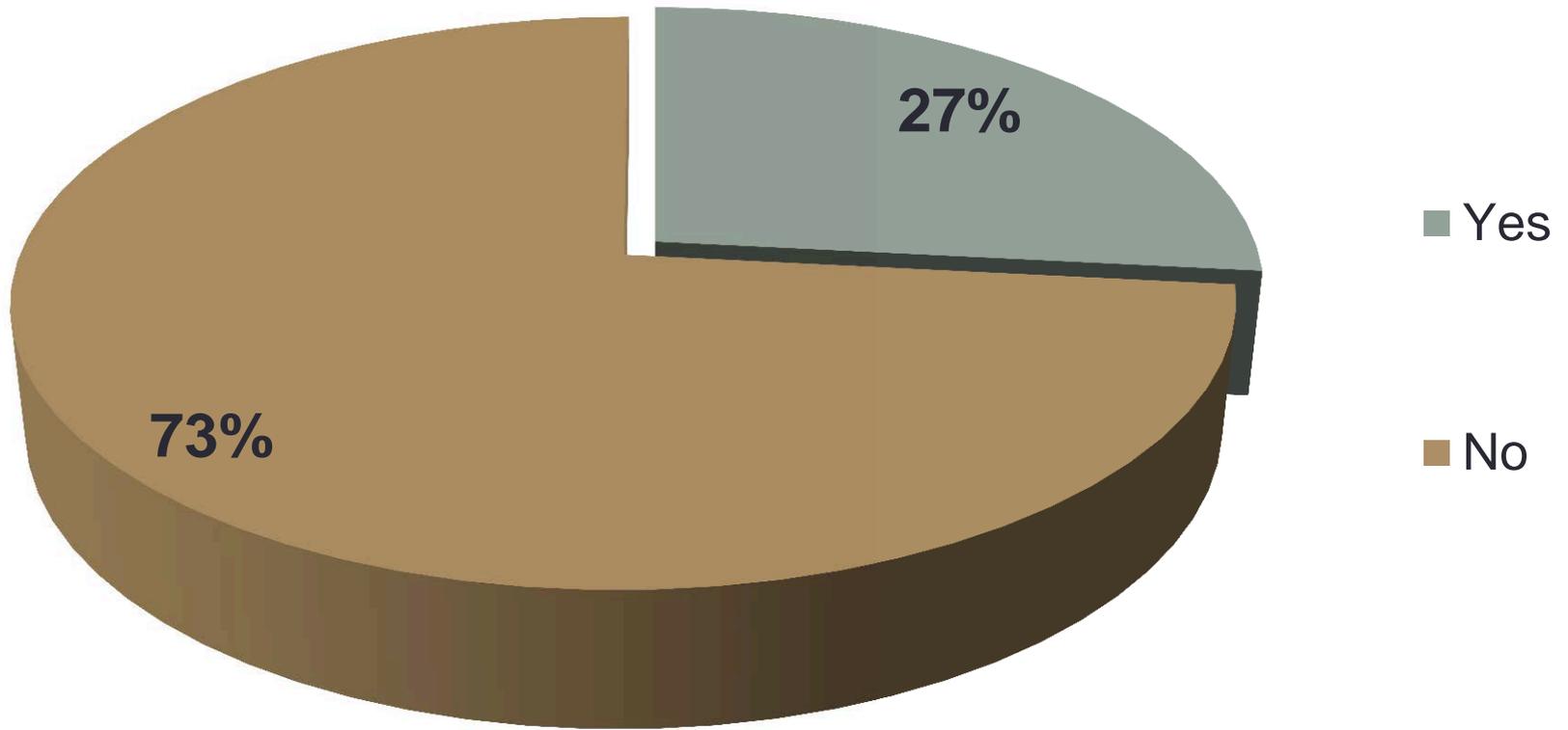
Household Size



Do you operate a business in Madras?

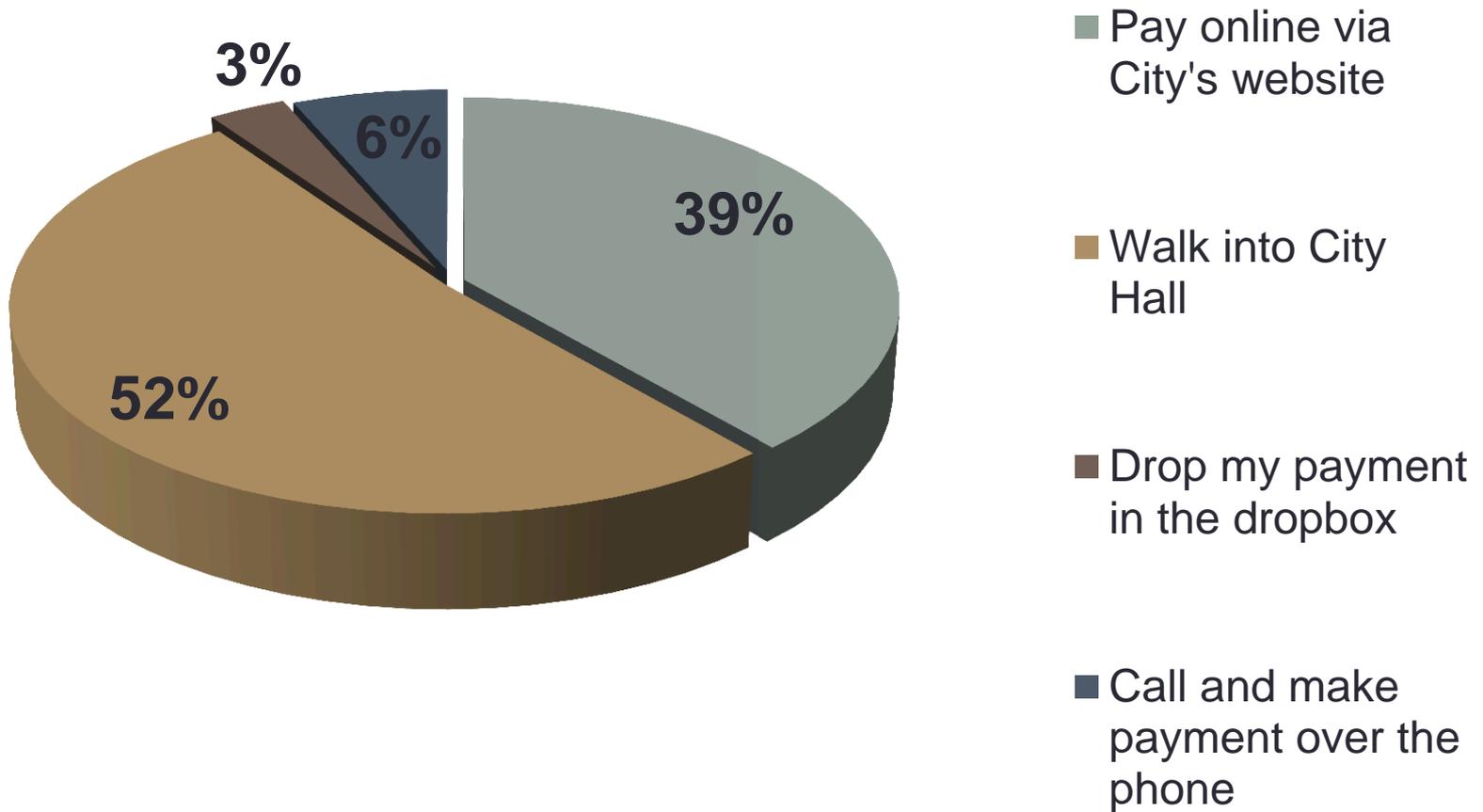


Do you have children in the 509-J District?

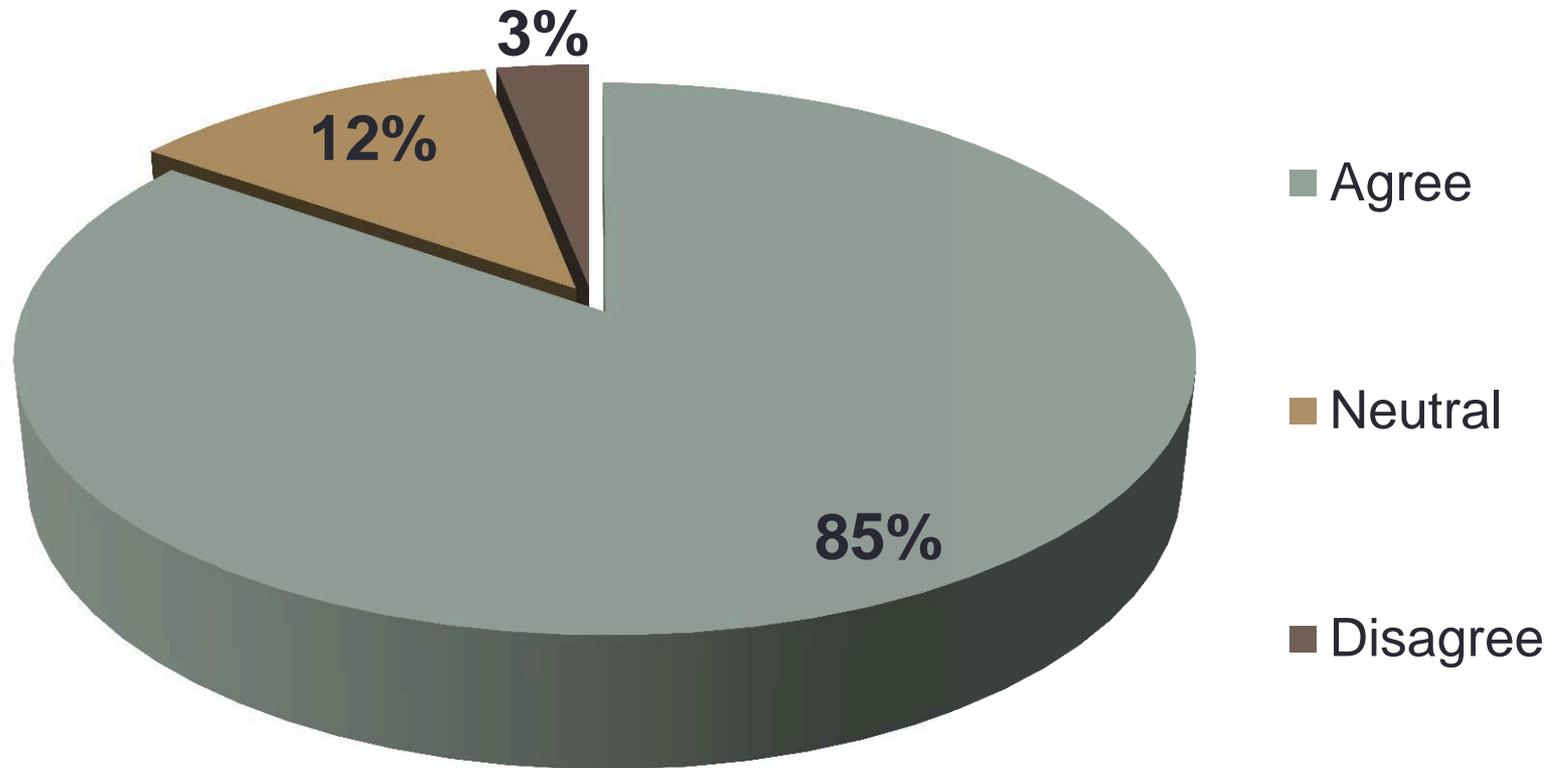


CITY HALL ADMINISTRATION

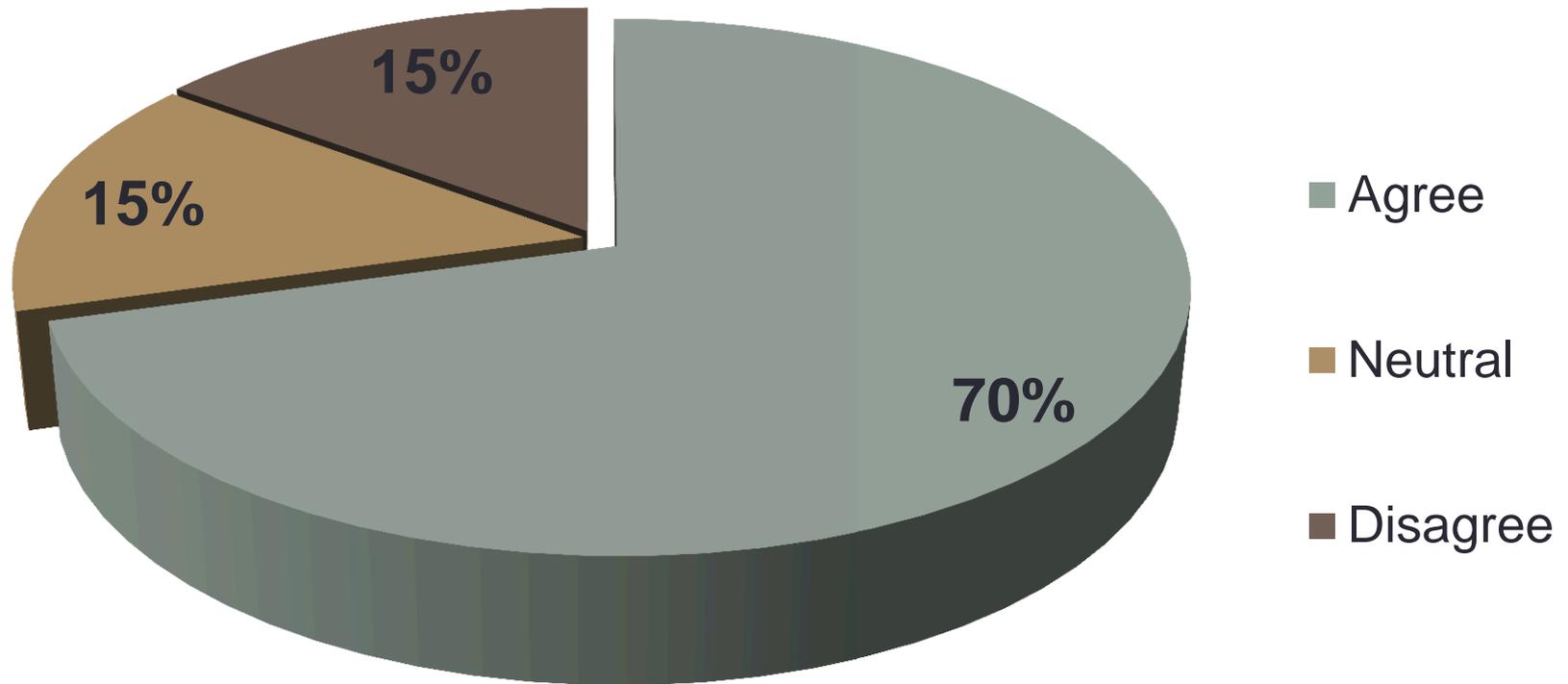
Typical City utility payment method



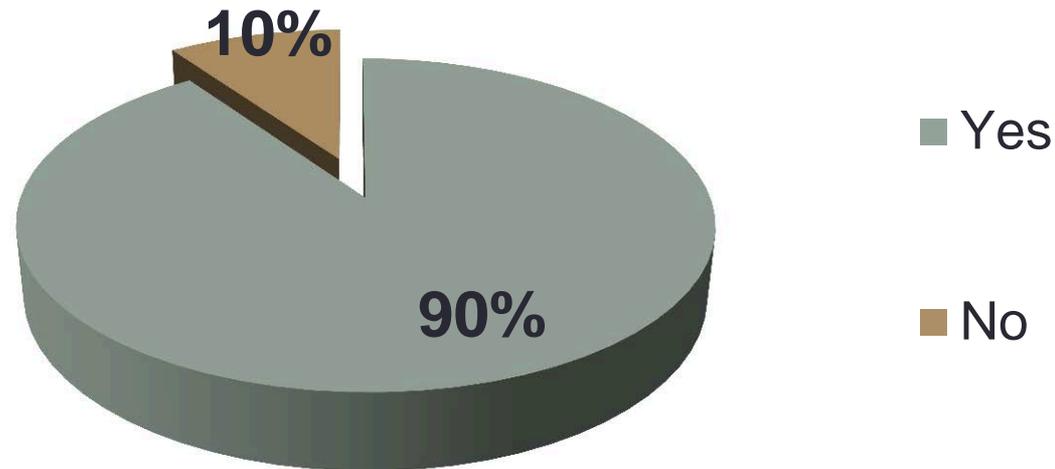
The City Hall staff are able to assist me with utility billing questions.



I understand how my monthly sewer and/or water bill is calculated.

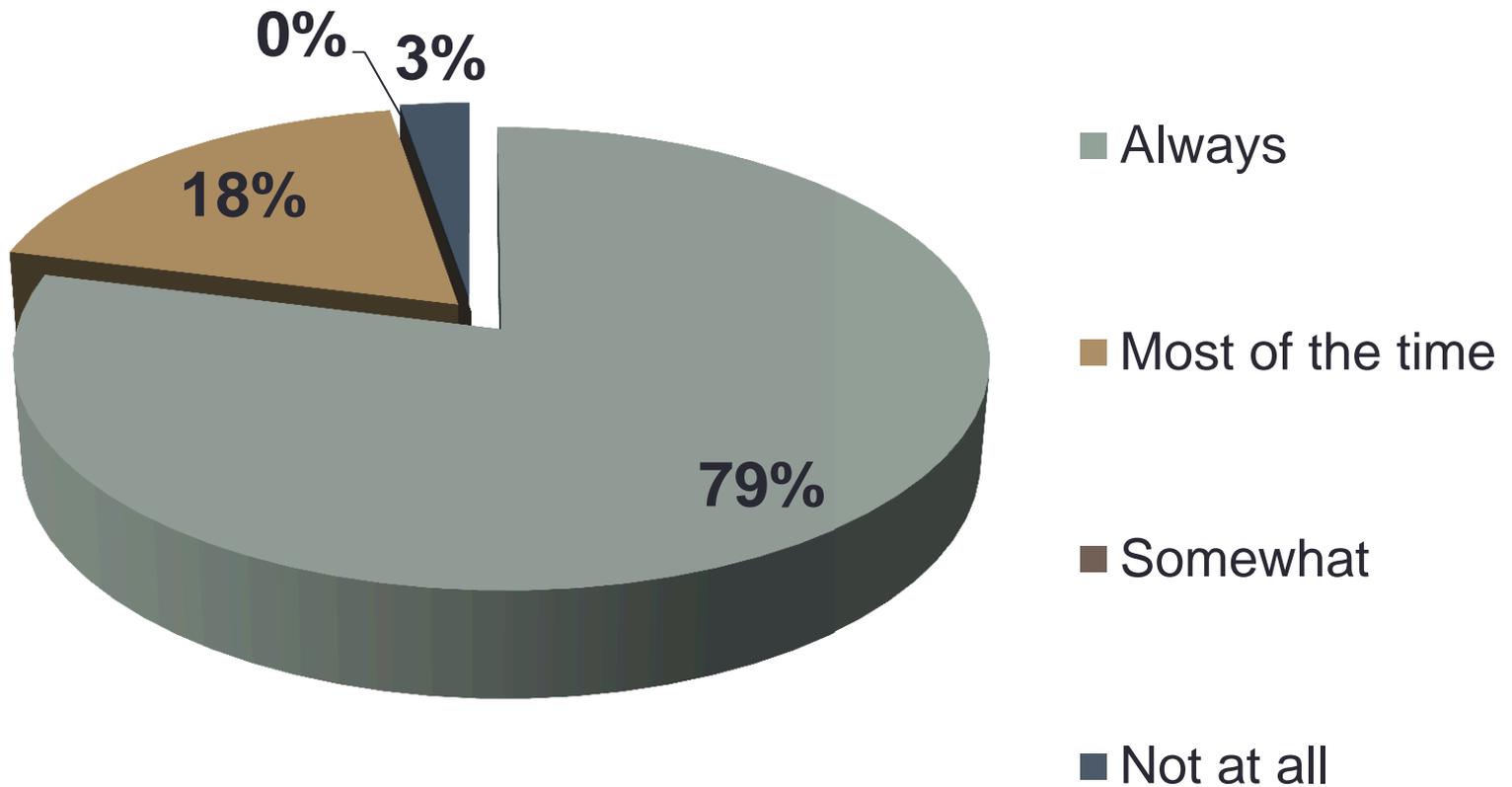


Does the City inform you of utility rate changes in an effective manner?

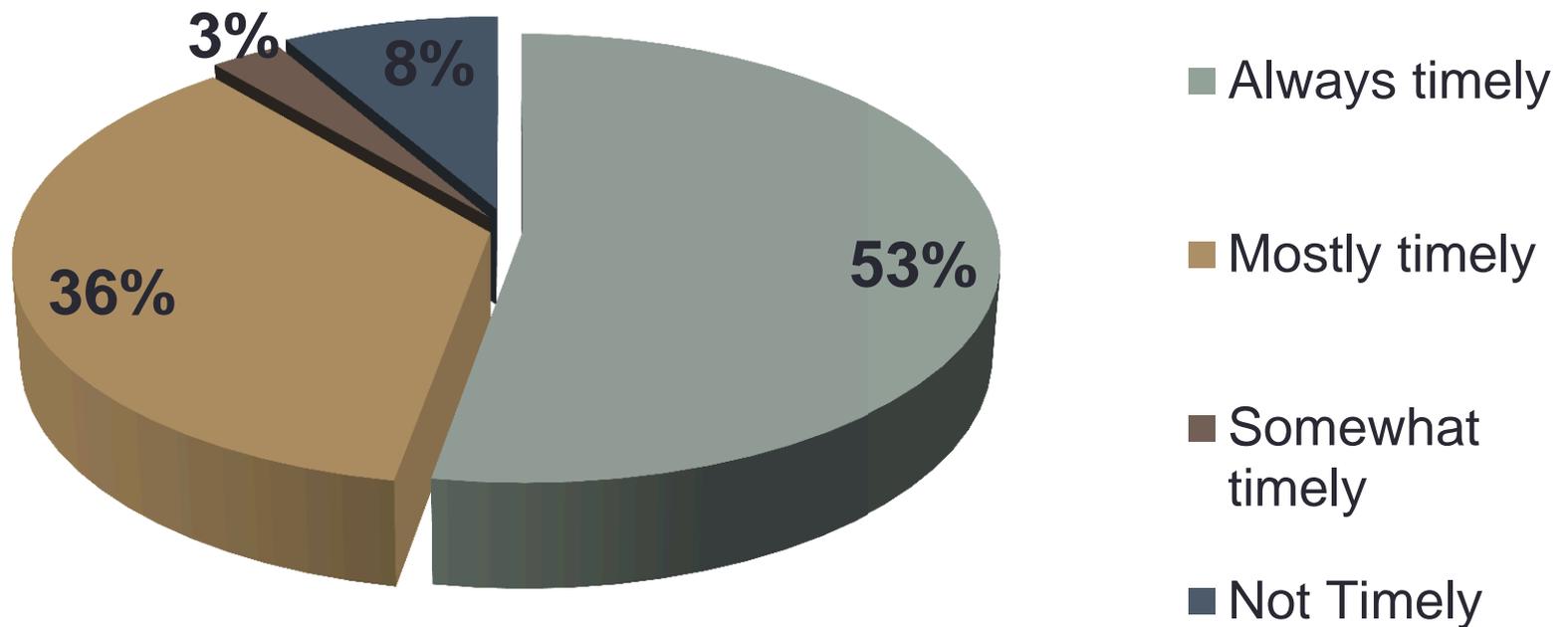


If you answered no to the prior question, how can we better educate you on utility rate changes? None.

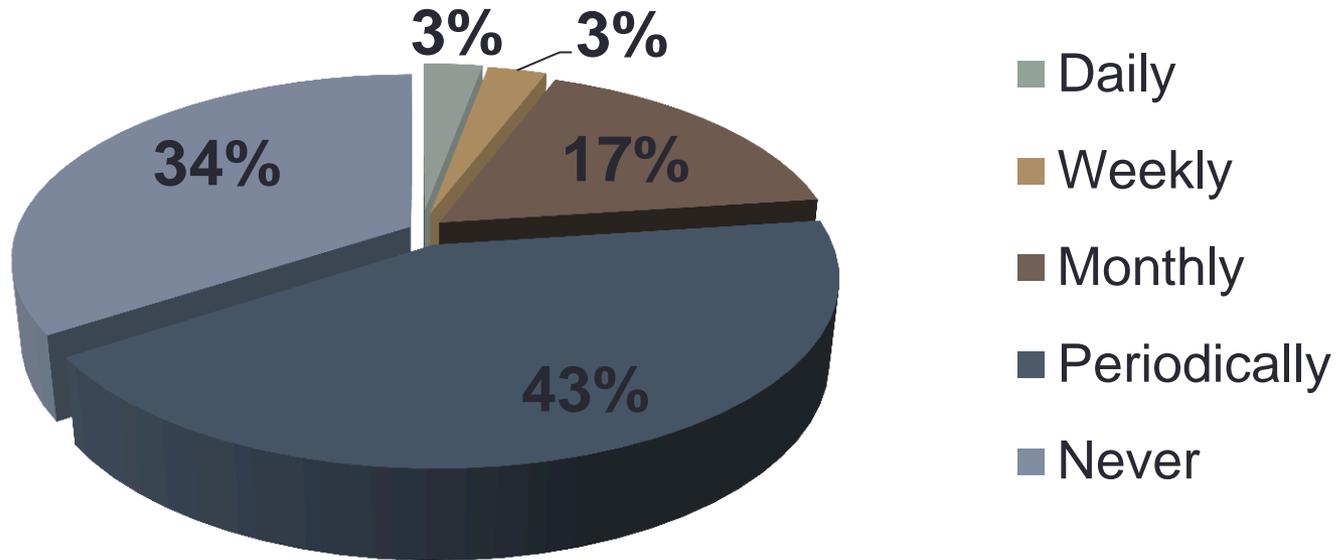
Overall friendliness and approachability of City staff.



Overall timeliness when doing business with the City.



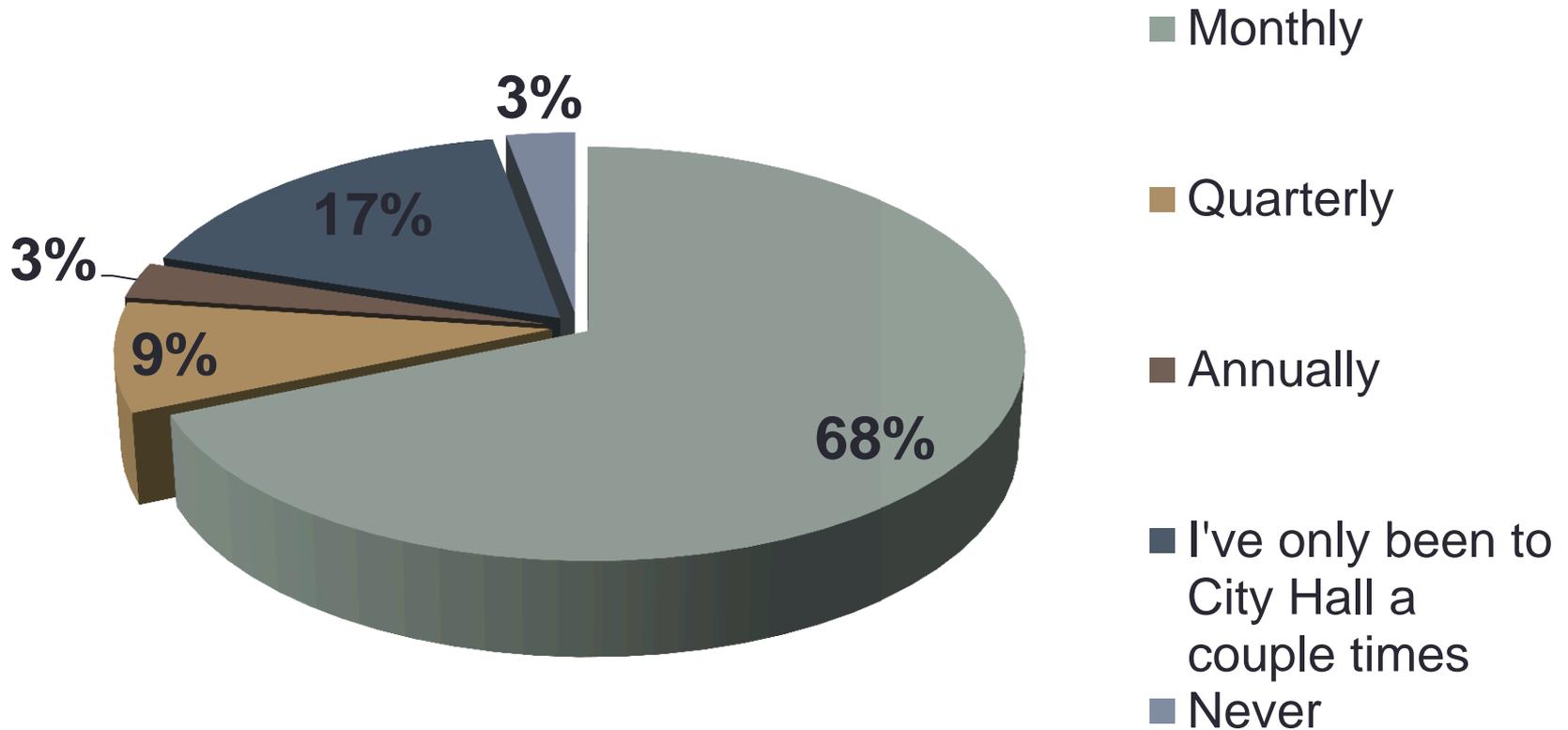
How frequently do you visit the City's website?



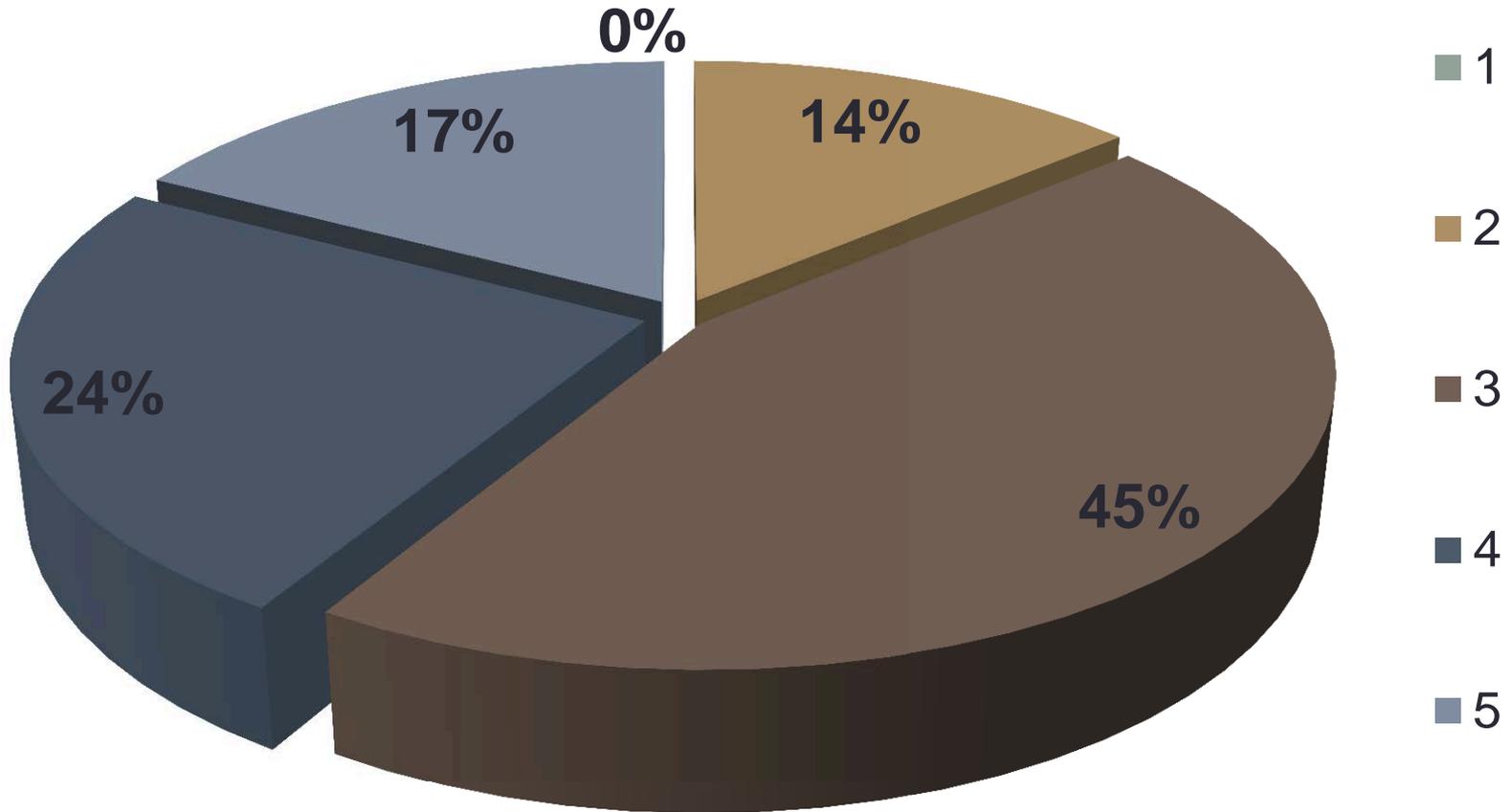
What additional information, if any, would you find helpful to include on the City's website?

- 1) Keep documents even in draft form on the website and available to see progress
- 2) Use the calendar/events page for community events as well

How often people visit City Hall

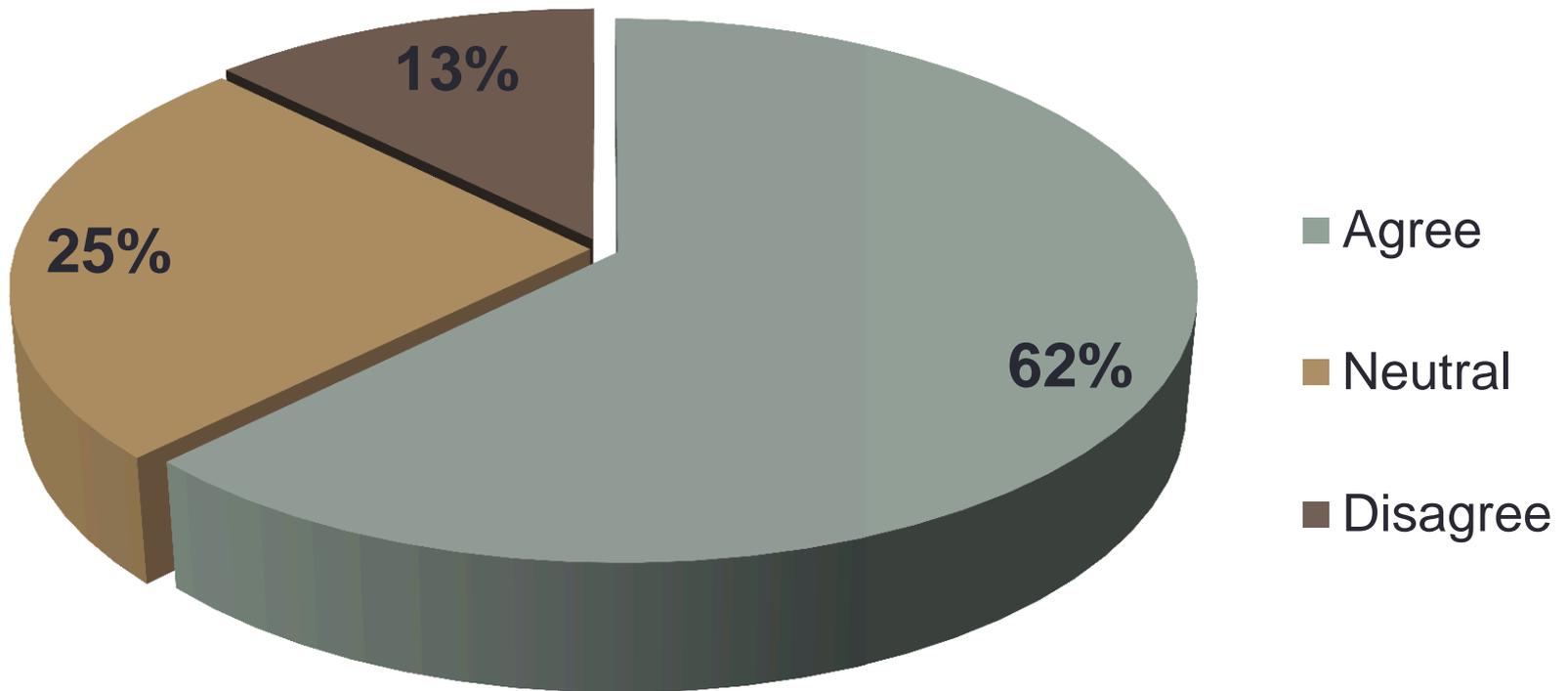


Rate 1 to 5: How easy it is to locate info on the City's website

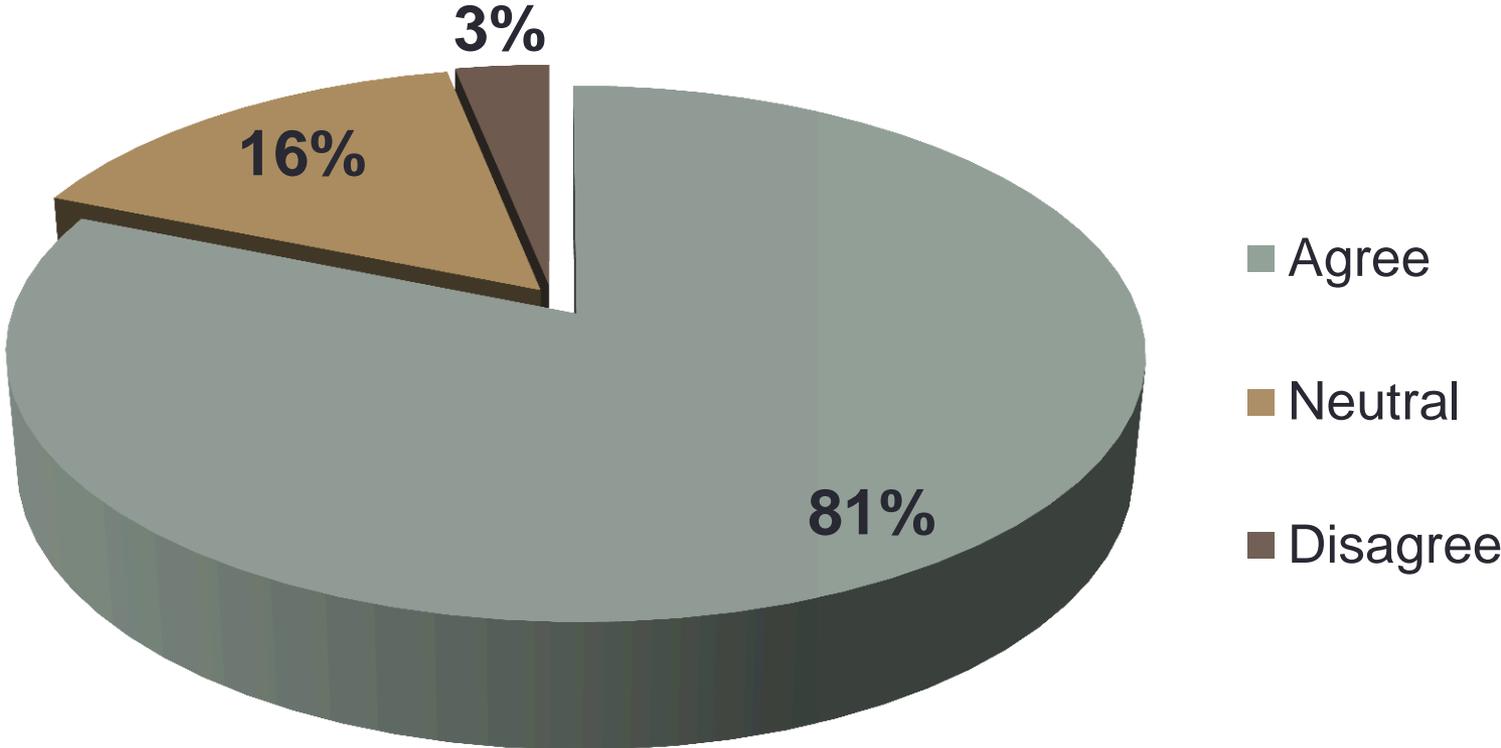


PUBLIC WORKS

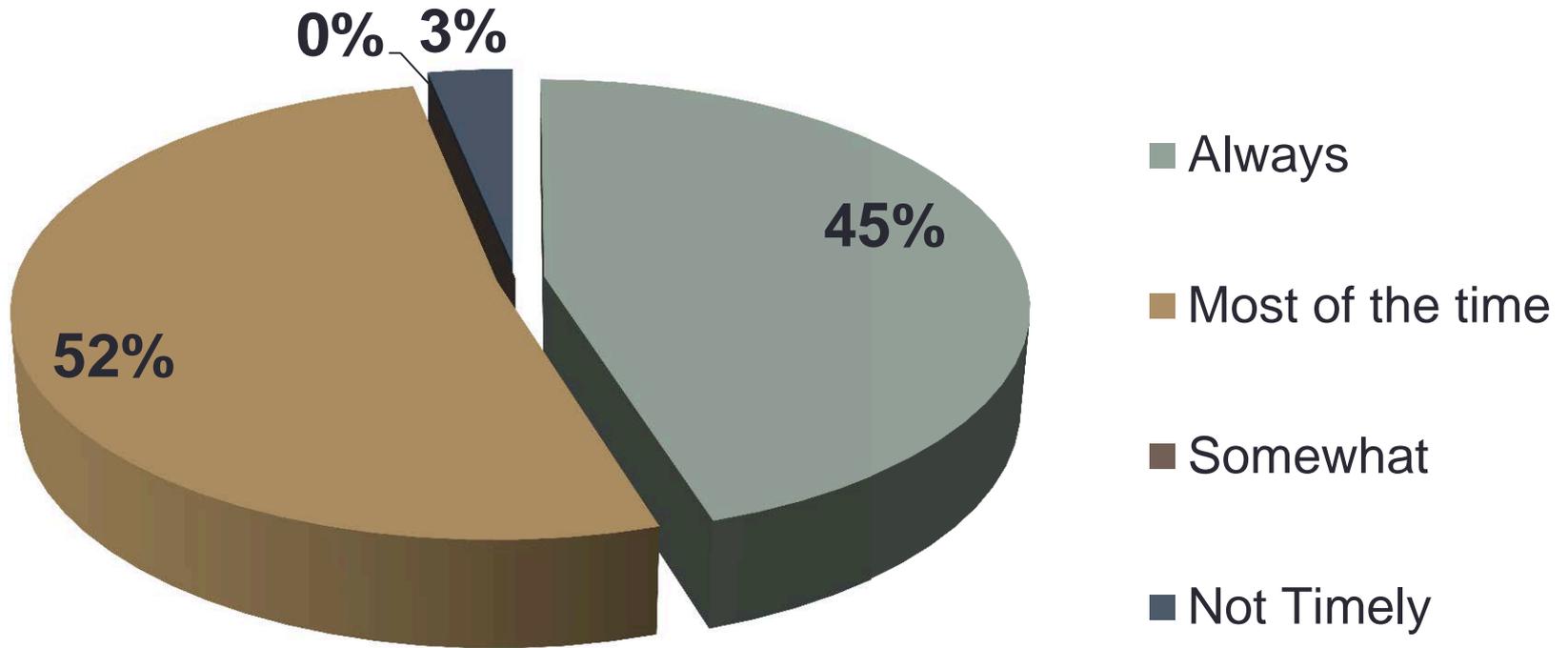
The PW Staff is courteous & helpful.



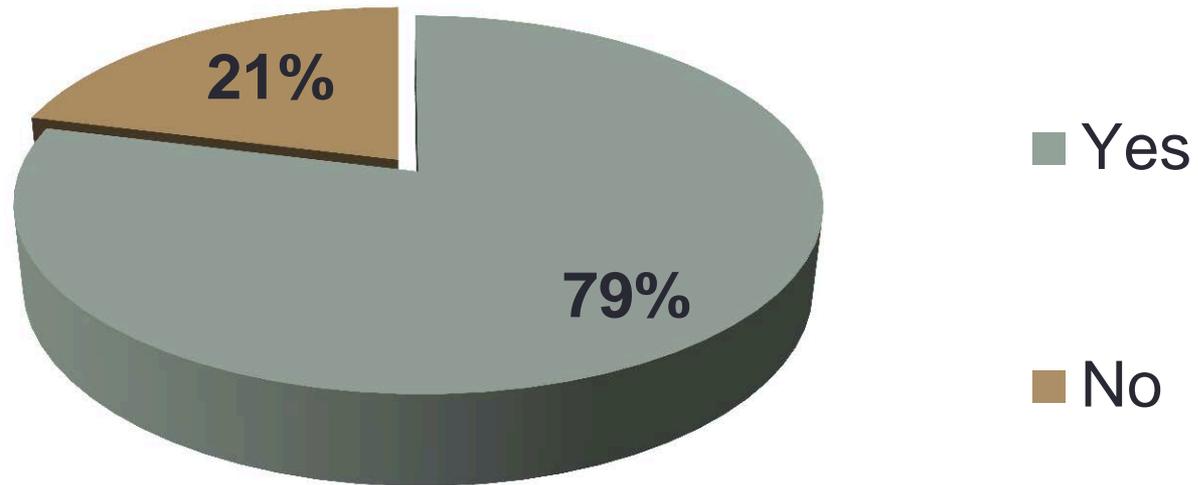
The PW Staff is attentive to my concerns.



The PW Dept. is timely addressing raised concerns.



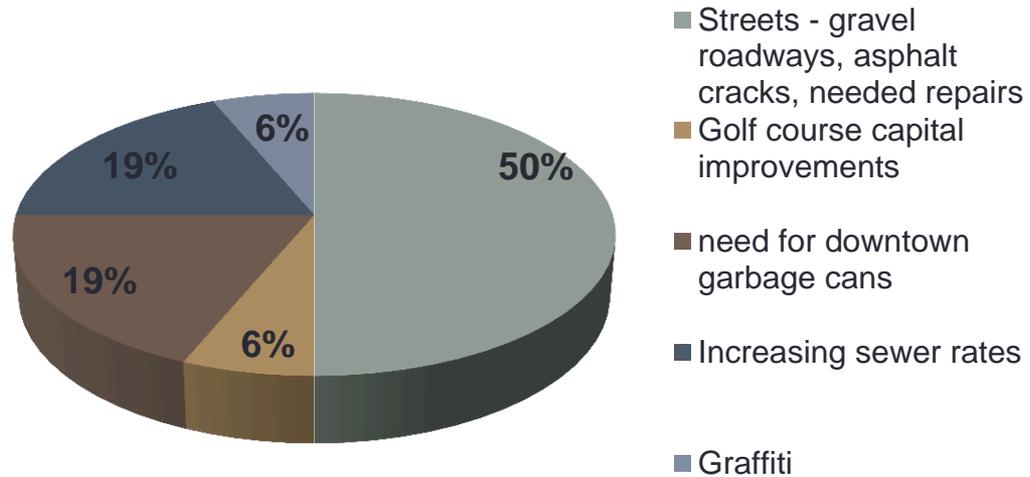
Do the City parks cleanliness meet expectations?



If the City parks do not meet your expectations, how can we improve?

- 1) People not cleaning up after their pets
- 2) Need garbage cans and pet clean up stations
- 3) Bathroom improvements/upgrades

Regarding Public Works, as a citizen, what is your biggest concern?



Are there areas of town that you believe need more lighting? If so, which areas specifically?

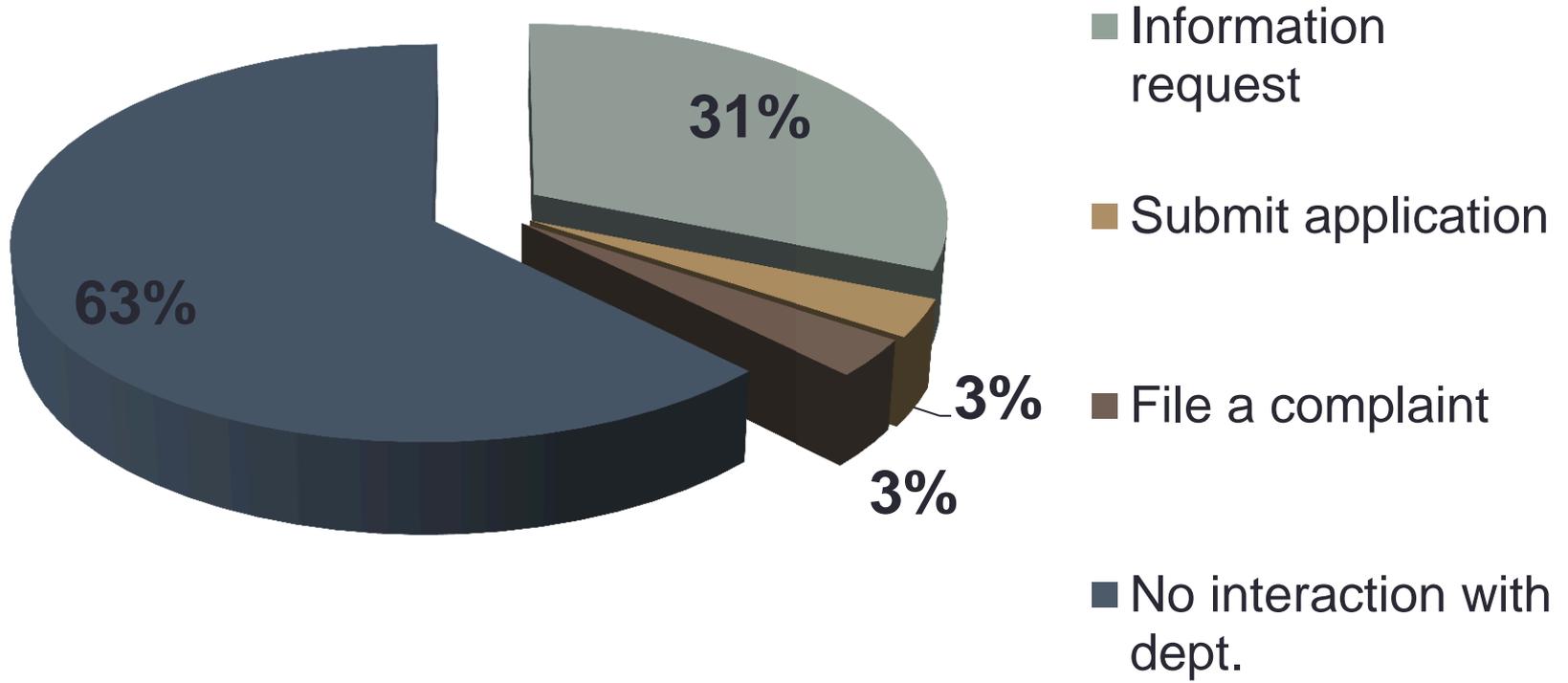
- 1) 4th and 5th between downtown corridor
- 2) Around Strawberry Heights
- 3) Wade Street
- 4) Northern commercial corridor
- 5) Grizzly Road
- 6) Down J street, Madison St, along McTaggart and 10th Street
- 7) Area parks
- 8) 8th Street
- 9) Madison Street

Do you feel there is adequate downtown parking? If not, what would help improve parking?

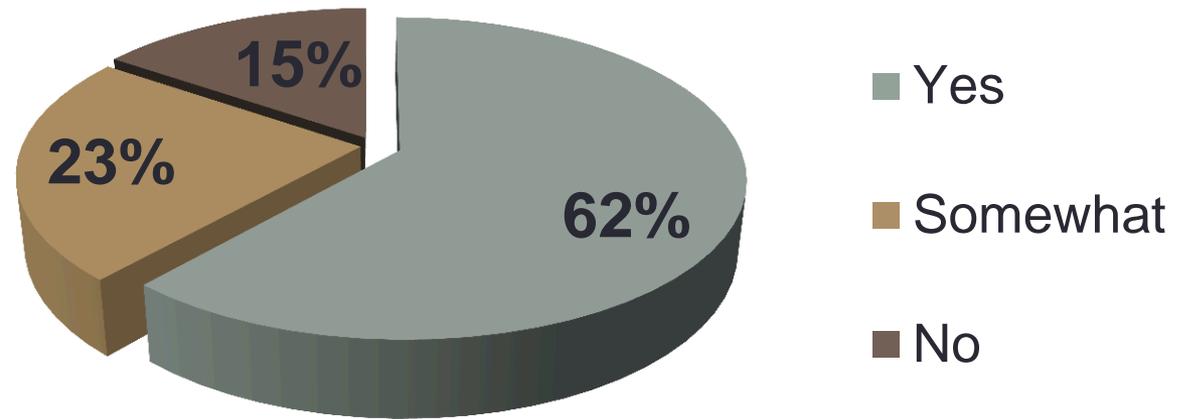
- 1) Turn the TS&S lot into a nice parking lot area for the Saturday market and when there is large events in the park.
- 2) Encourage more walking
- 3) There are a couple of large lots for sale (it seems like forever) -- they could be made available for parking. Wouldn't it be nice to have a walking downtown?
- 4) I have never had an issue with parking downtown.
- 5) No, increase police presence on main streets so parking on roadside safer. No one obeys speed limit through town.
- 6) Ask downtown business owners and their employees to keep street front parking for customers.

COMMUNITY DEVELOPMENT

Are your questions answered clearly by CDD?



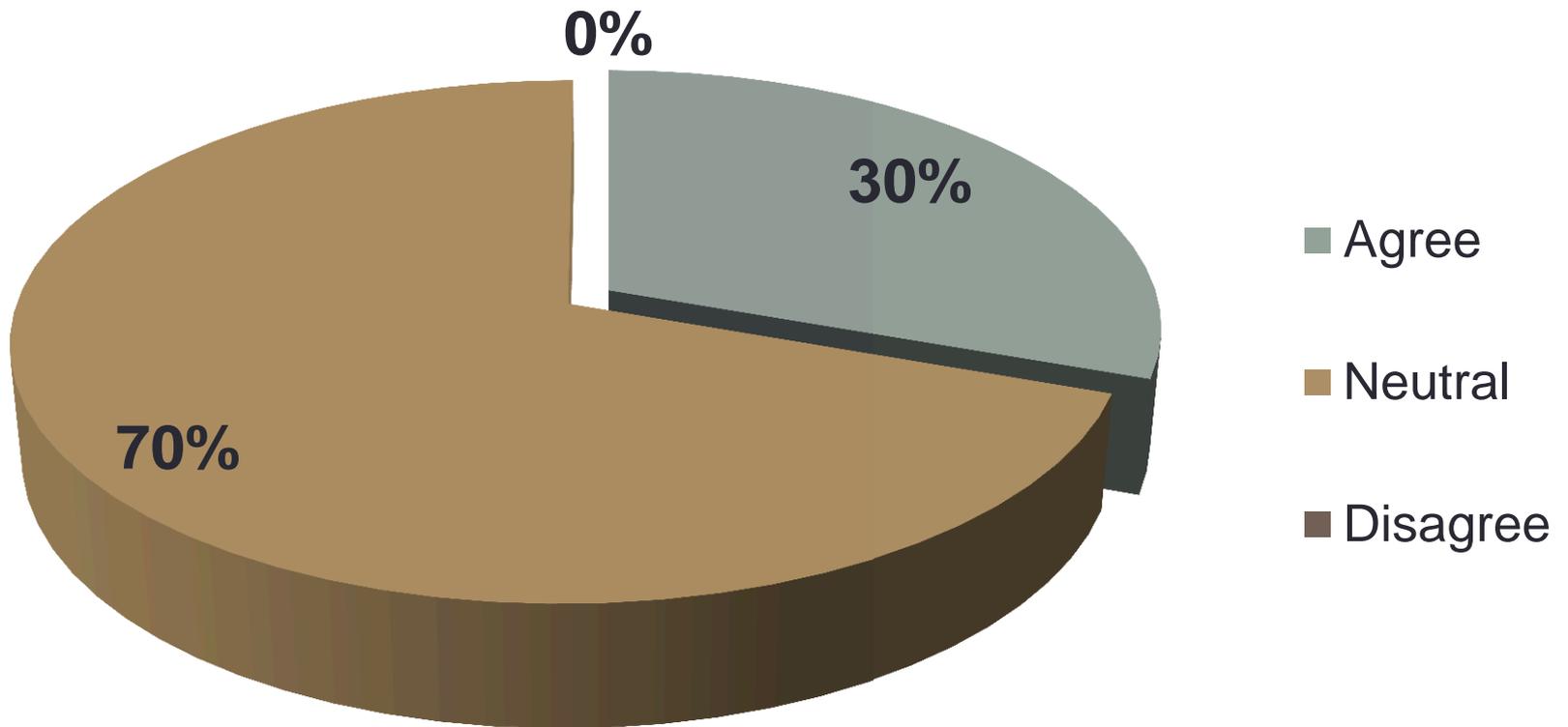
Are your questions answered clearly by the CDD?



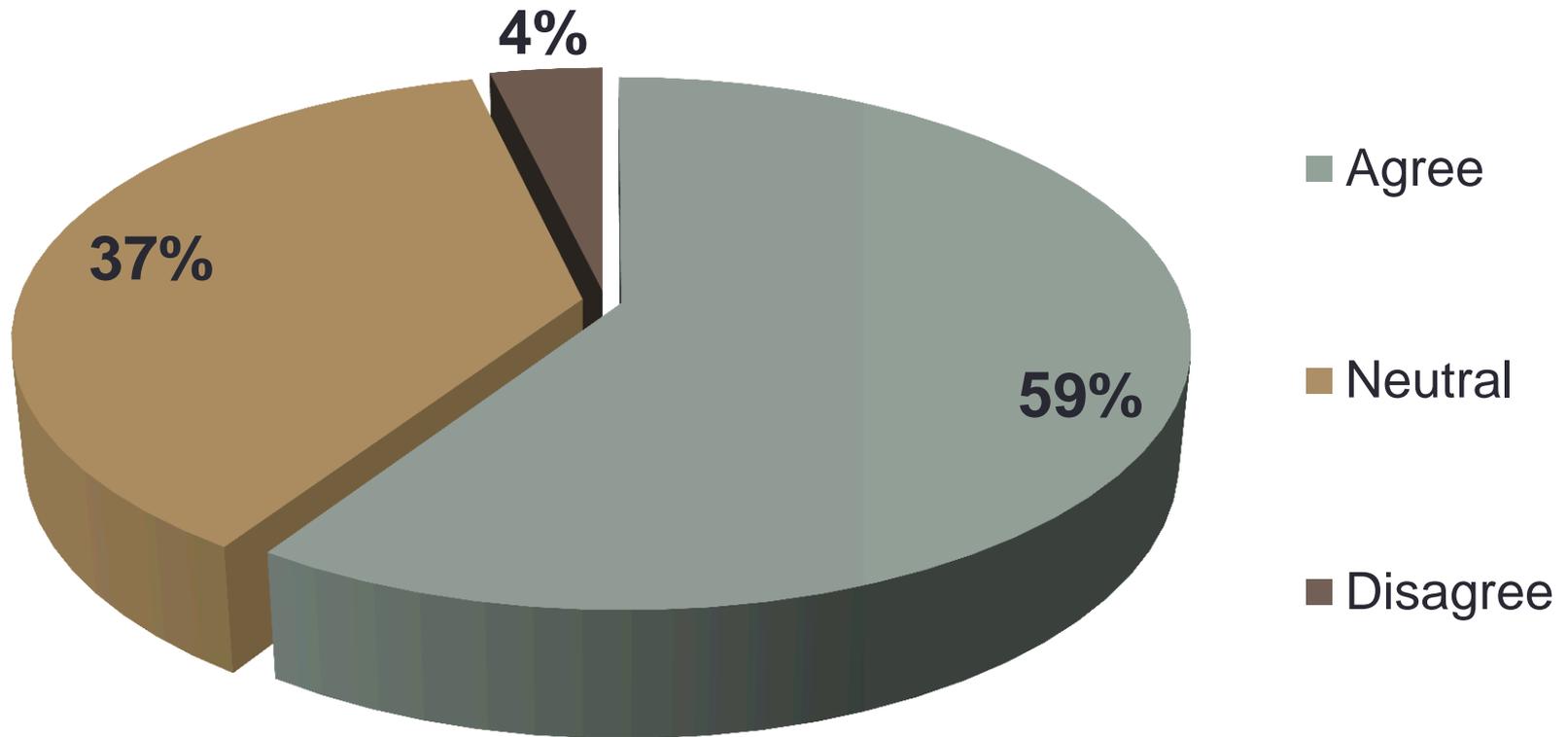
If no, then why?

- 1) Trouble reaching by phone or just is unavailable when physically going to the office.
- 2) Questions were somewhat answered, but mostly lip service
- 3) Madras is too restrictive on their standards they set forth and don't enforce rules they have.

I found the information I needed on the CDD webpages

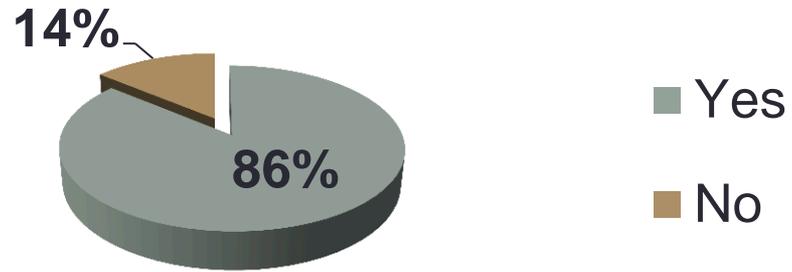


CDD staff demonstrates a high level of professionalism.



POLICE DEPARTMENT

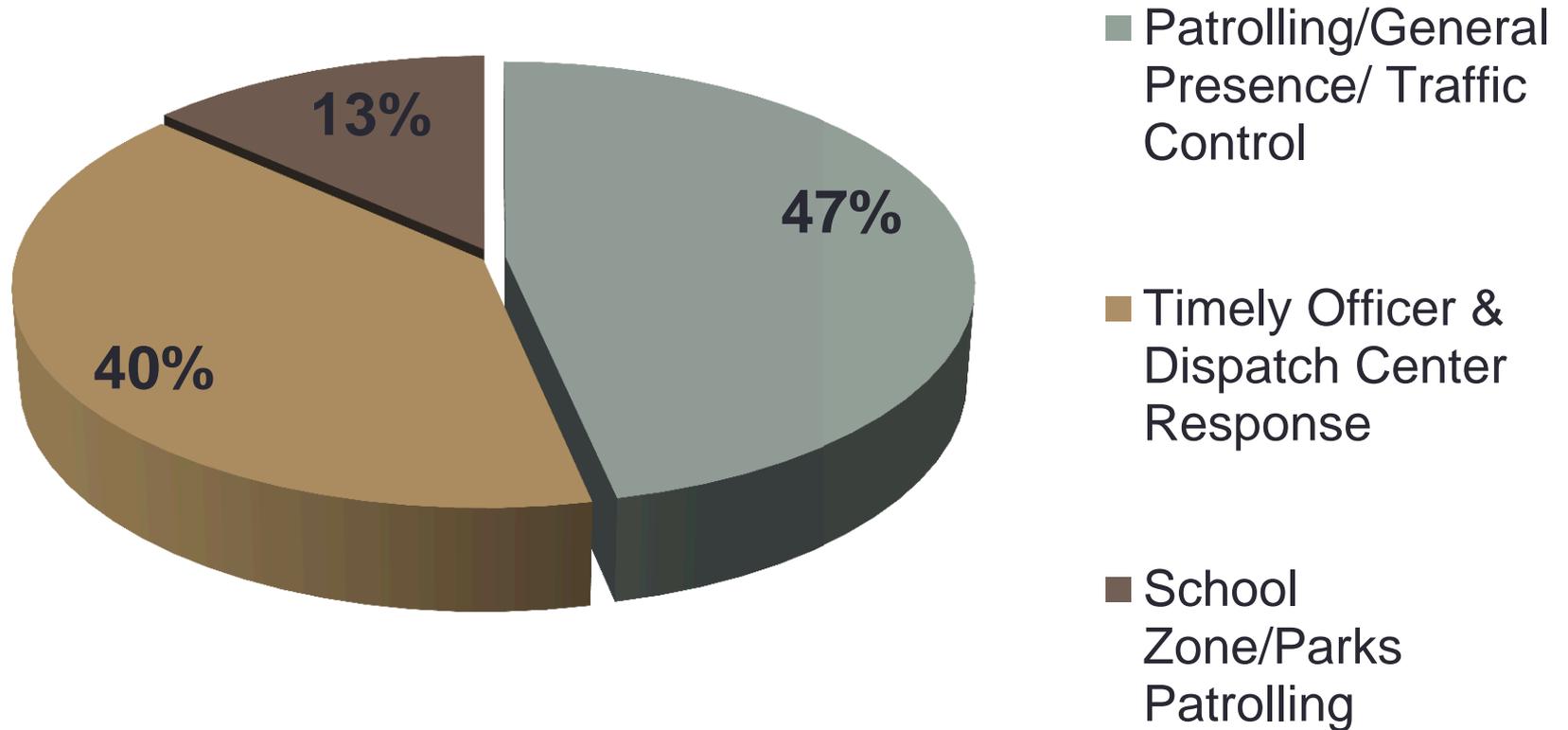
Do you feel safe in your neighborhood and in Madras?



Reasons why not:

- 1) I live in an area that seems to attract a lot of undesirable neighbors
- 2) Not in The Pines or Strawberry Heights Subdivisions
- 3) Too much speeding on city streets. Not enough police presence around parks.
- 4) We moved here from the Portland area, which is becoming more and more unsafe. We feel much safer here, even though bad things happen.
- 5) Strange foot traffic/intoxicated/transient population
- 6) No, lack of police presence allows criminals to take advantage regardless if it's day or night

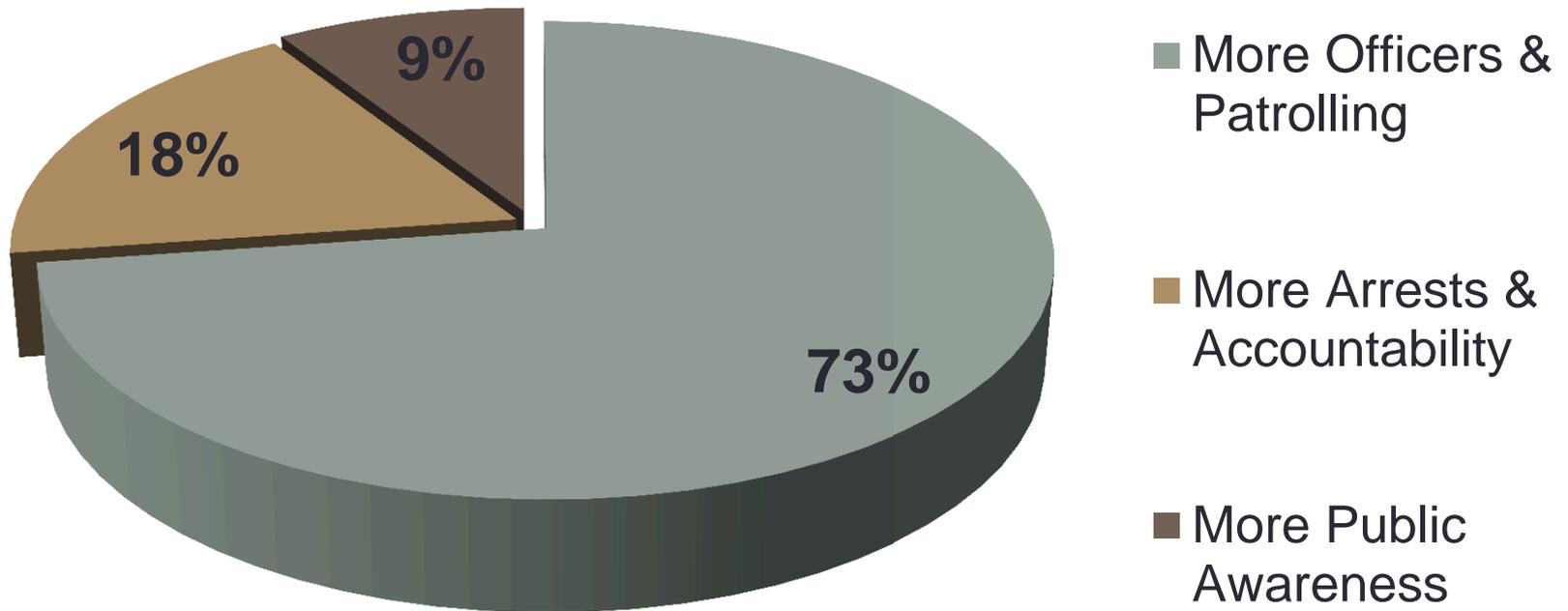
What police service is most important?



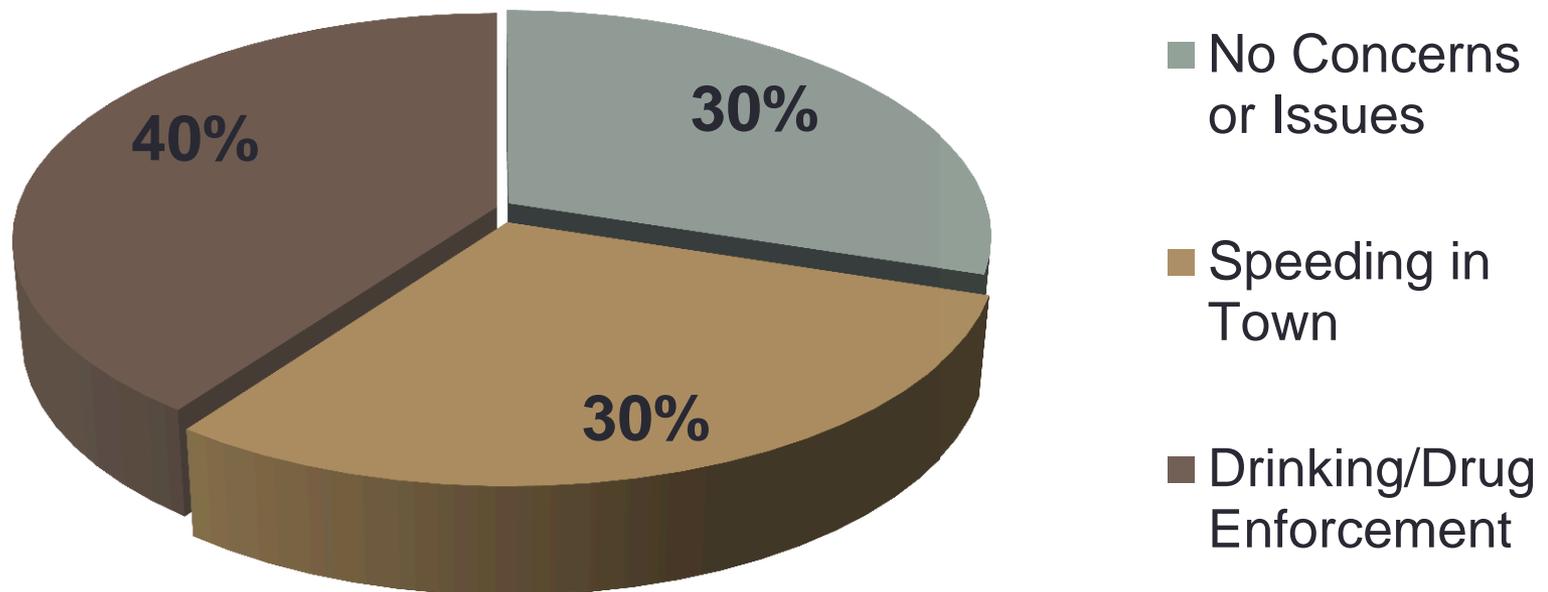
New programs or services to implement at the Madras PD

- 1) Give out Atta Boy tickets to people/kids acknowledging wearing bike helmets.
- 2) Over-all the City is doing a good job.
- 3) More video surveillance of parks.
- 4) It would be great if the police department did regular school assemblies and was a real part of elementary education.
- 5) Mentorship/citizen involvement program

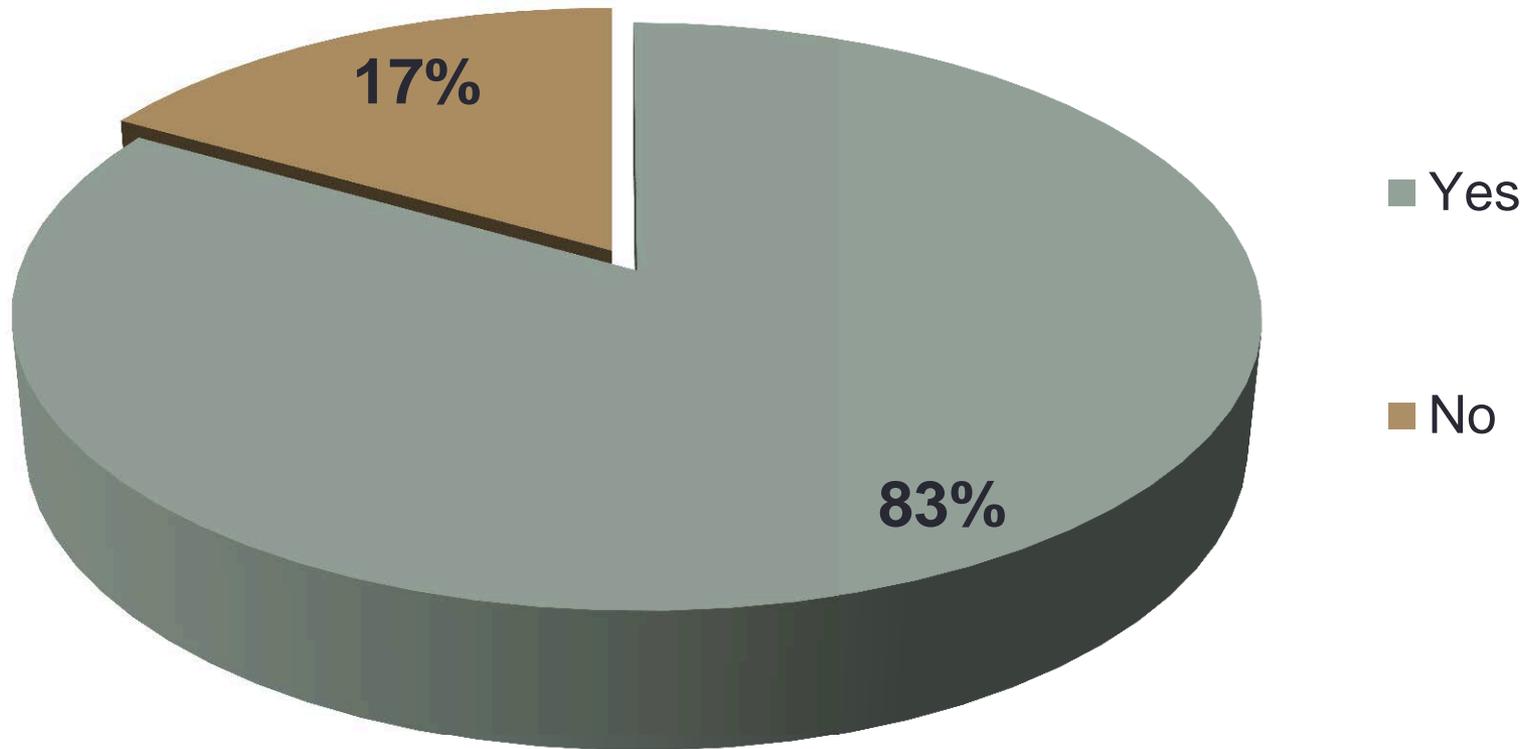
What could be done to decrease crime in Madras?



Are you aware of a community concern or issue you believe would improve with more attention by the Madras PD?



Overall Satisfaction of Service Provided by Madras PD

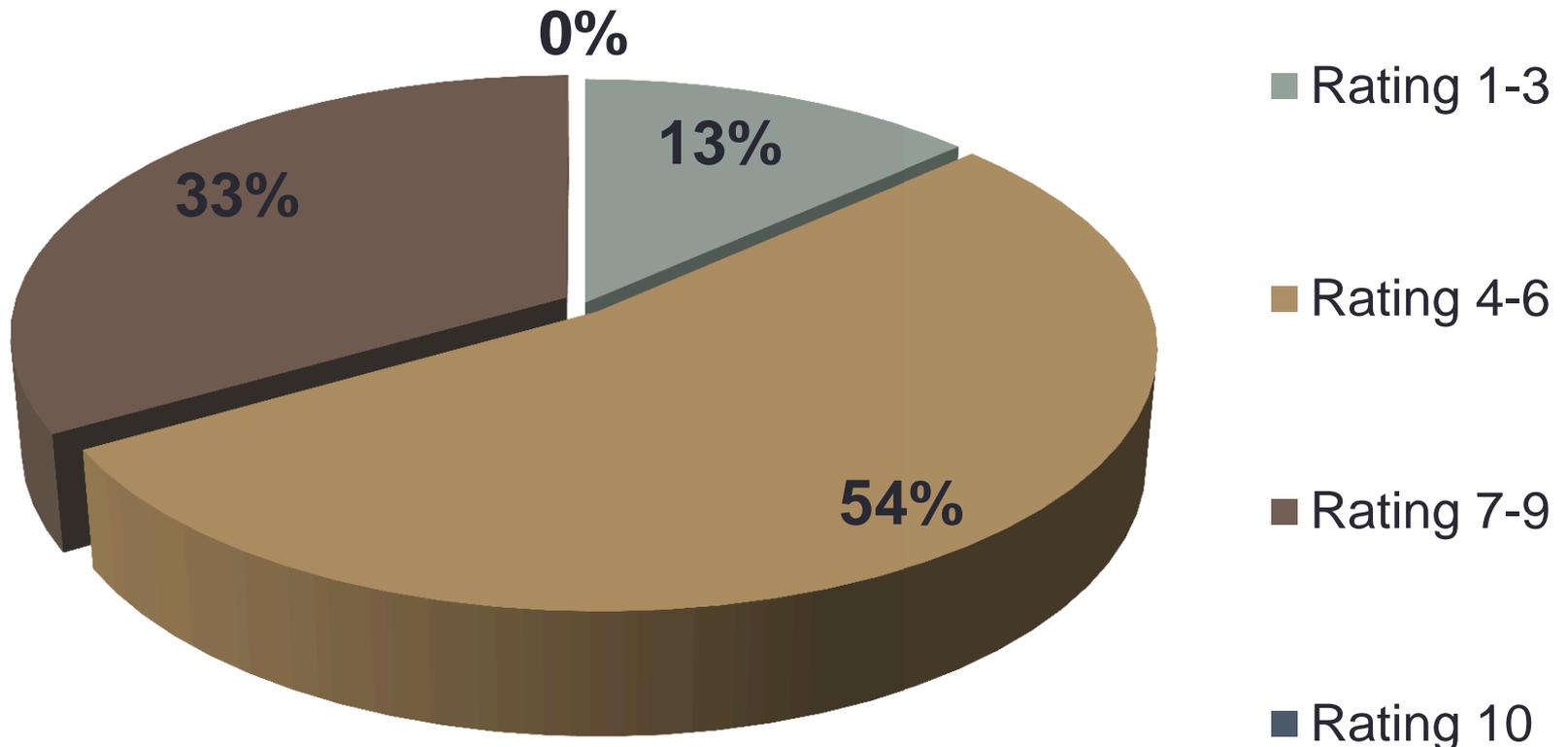


Suggestions to improve the Madras Police Department?

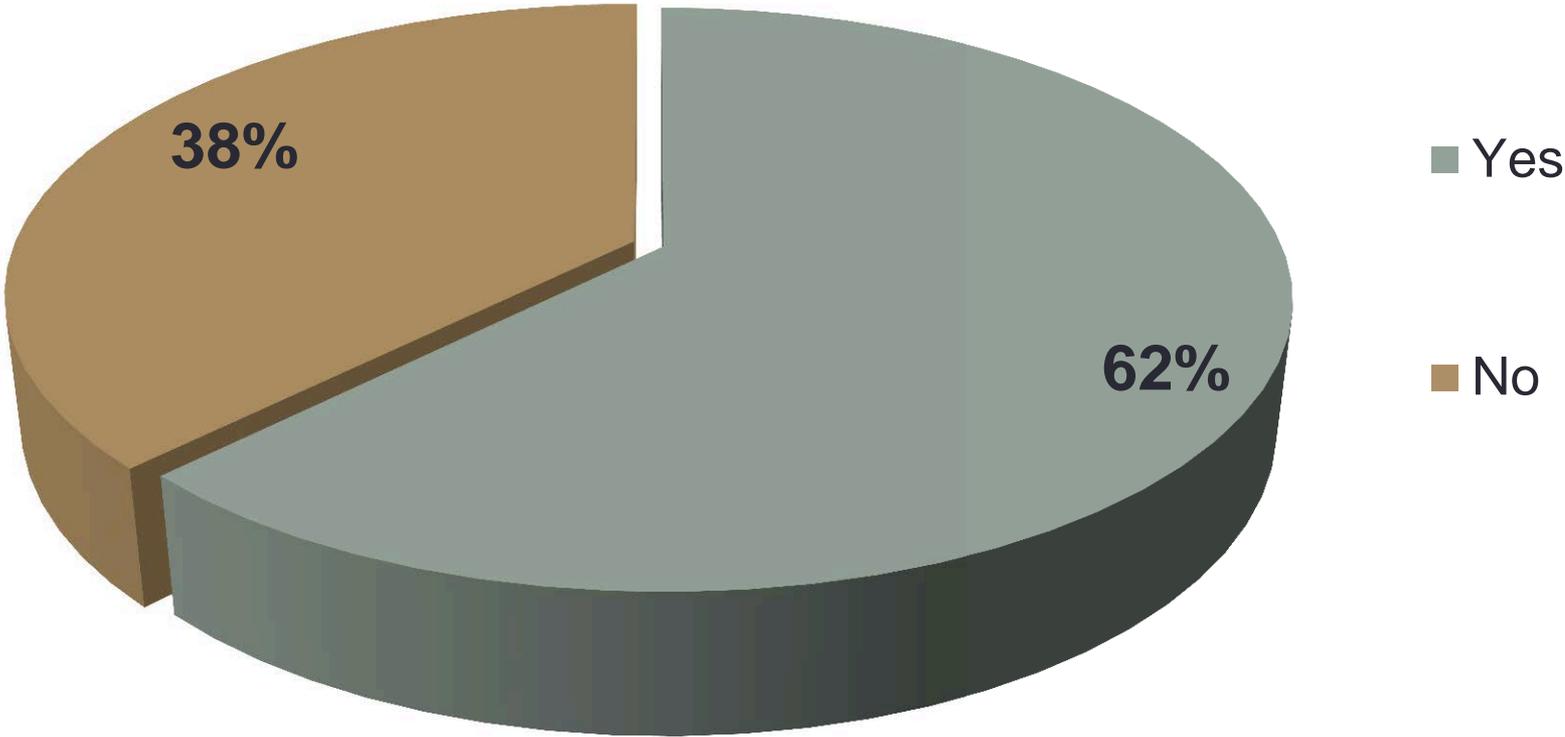
- 1) More Officers
- 2) More patrolling through neighborhoods

CITY'S TRANSPORTATION SYSTEM

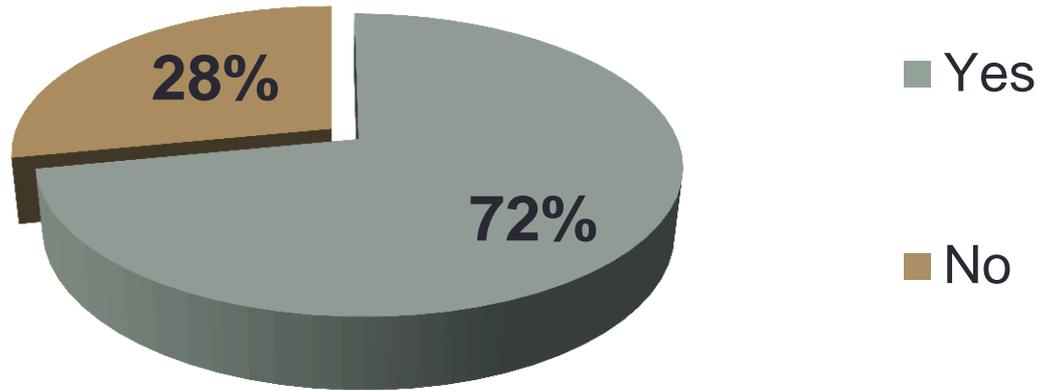
Rate the City's streets system



Willingness to support funding initiative for street maintenance & improvement



Support for a 5 cent gas tax



- 1) **No** - We need better businesses and more things to do for the families and kids in our community way more than we need nicer streets! We NEED a kids center or family center that is open to the community.
- 2) **No** - travelers will gas up in Sandy to bypass gassing up in Madras so they can make it to Redmond with cheaper gas.
- 3) **No** - How about not allowing employees to take city vehicles to commute to & from work in and redirect savings from gas to street repairs?

- 1) **Yes** - The streets are terrible, they need attention.
- 2) **Yes** - It needs to be sold as and passed on as an user fee. But it needs to be Central Oregon wide for it to work correctly.
- 3) **Yes** - We have to many folks passing through Madras not to collect on gas tax.
- 4) **Yes** - If I was sure the tax was going directly to street repair, yes.
- 5) **Yes** - Funding for street paving/maintenance has to come from somewhere
- 6) **Yes** - It would make it far more fair for all who use the roads, not just Madras residents.
- 7) **Yes** - Small increase is fine.
- 8) **Yes** - Existing money needs to remain for streets committed today and I want zero dollars going towards central service fees or building funds. Purchase materials only. Not more city employees. Pave the streets.

Is there another cost/fee structure you would consider or propose the City imposing to generate revenue to raise the funding necessary to maintain and improve the City's local street system?

- 1) Don't spend as much on legal or outside consultant costs and direct those dollars to actual work that the citizens can physically see.
- 2) I would not like to see taxes added to our sewer or other city bills.
- 3) Get the school kids involved in fundraisers, clean up days, beautification projects.
- 4) Use room tax at local hotels/motels
- 5) General fund
- 6) No work within your means like us private citizens have to do

CITY OF MADRAS
Request for Council Action

Date Submitted: August 17, 2016
Agenda Date Requested: August 23, 2016
To: Madras City Council
Through: Gus Burrell, City Administrator
From: Nicholas Snead, Community Development Director
Subject: **ORDINANCE NO. 890, AN ORDINANCE OF THE CITY OF MADRAS AMENDING ORDINANCE NO. 889 AND DECLARING AN EMERGENCY.**

TYPE OF ACTION REQUESTED: (Check One)

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

DISCUSSION:

The City Council adopted Ordinance No. 889 on June 14, 2016 and in doing so adopted:

1. The revised Economic Opportunities Analysis into the City's Comprehensive Plan.
2. Amendments to the Comprehensive Plan related to Goal 9 (Economic Development), and the plan's goals, policies, and implementing actions also related to Goal 9.
3. Revisions to the City's Zoning Map showing the Mixed Use Employment (MUE) zone.
4. Text amendments to the City's Zoning Ordinance No. 864 related to the MUE zone.

Ordinance No. 889 was developed in a manner that is consistent with the Advisory Committee, the Jefferson County Planning Commission, and the City of Madras Planning Commission's recommendation, which included text amendments to the City's Zoning Ordinance related to the Industrial Zone. Staff inadvertently failed to include, as an exhibit to Ordinance No. 889, the text amendments to the Industrial Zone that were approved by the Planning Commission and City Council on January 4, 2016 and February 23, 2016 respectively.

Accordingly, staff has drafted an ordinance which will amend Ordinance No. 889 to include the Industrial Zone text amendments in Exhibit C of Ordinance No. 889. This would be formalized by the City Council

adopting Ordinance No. 890. Staff recommends that Ordinance No. 890 be adopted by emergency to ensure the previously approved text amendments affecting industrial uses and development are effective immediately after passage of Ordinance No. 890 by the City Council. The Community Development Department has coordinated the development of Ordinance No. 890 with the City Recorder and Sharon Smith, the City's Land Use Attorney. This proposed ordinance has been advertised and posted in compliance with Section 35 of the City's Charter.

SUMMARY:

A. Fiscal Impact:

N/A

B. Funding Source:

N/A

C. Explanation of Impact:

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

D. Relationship to City Council Annual Strategic Implementation Plan:

Yes No

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

E. Supporting Documentation:

A copy of Ordinance No. 890 and revised Exhibit C has been attached for the Council's review and consideration.

STAFF RECOMMENDATION:

That the City Council approve and adopt proposed Ordinance No. 890 by emergency.



THE CITY OF **MADRAS**

PUBLIC NOTICE

ORDINANCES NO. 890

The City Council of the City of Madras, Oregon, will be considering approval of proposed Ordinance No. 890 during their regularly scheduled City Council meeting on Tuesday, August 23, 2016 at 7:00 p.m. in the Madras City Hall Council Chambers.

ORDINANCE NO. 890

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

A copy of the proposed ordinance will be available for review at the Madras City Hall, located at 125 S.W. 'E' Street, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The proposed ordinance can also be found on the City's website at www.ci.madras.or.us.

Publish Date: August 17, 2016 (Madras Pioneer)

Posting Locations: Jefferson County Clerk's Office
Madras City Hall
U.S. Post Office

Karen Coleman

From: Karen Coleman
Sent: Wednesday, August 10, 2016 11:02 AM
To: Holly Gill (hgill@madraspioneer.com); Joe Ditzler (jditzler@bendbulletin.com)
Subject: Public Notice - Proposed Ordinance No. 890
Attachments: PublicNotice-OrdinanceNumber890-AmendingOrdinanceNo889-Exhibit-C-PertainingToTextAmendmentsToZoningOrd864.ProposedToGoToCouncilOn08-23-2016.doc

Holly / Joe:

A copy of the Public Notice pertaining to proposed Ordinance No. 890 has been attached. A copy of Ordinance No. 890 and revised Exhibit C can be obtained from the City's website. Please do not hesitate to call should you have any questions. Thank you.

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

(541) 325-0302

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Thank you.

Karen Coleman

From: Karen Coleman
Sent: Wednesday, August 10, 2016 10:52 AM
To: Bartt Brick (bbrick@ci.madras.or.us); Bill Montgomery (williamd41@gmail.com); Chuck Schmidt (cschmidt@ci.madras.or.us); Gary Walker (gw@madrasmarine.com); Richard Ladeby (LadebyRichard@gmail.com); Royce Embanks Jr.; Tom and Janet Brown
Cc: Gus Burrell; 'Jeremy Green'; Jeffrey Hurd; Nick Snead; Sara Puddy; Kristal Hughes; Tanner Stanfill
Subject: Proposed Ordinance No. 890

A copy of the public notice (pertaining to revised Exhibit C to Ordinance No. 889), and a copy of Ordinance No. 890 has been placed in drop box to be picked up at your convenience. Please do not hesitate to call should you have any questions. Thank you.

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

(541) 325-0302

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Thank you.

Karen Coleman

From: JLantz@MadrasPioneer.com
Sent: Wednesday, August 10, 2016 12:13 PM
To: Karen Coleman
Subject: RE: Public Notice - Proposed Ordinance No. 890

Karen,
I have this notice set to publish Aug. 17th as requested. Thank you,
Joey

From: Karen Coleman [<mailto:kcoleman@ci.madras.or.us>]
Sent: Wednesday, August 10, 2016 7:56 AM
To: Joey Lantz <JLantz@MadrasPioneer.com>
Subject: Public Notice - Proposed Ordinance No. 890

Joey:

Please publish the attached "Public Notice" pertaining to Council's consideration of Ordinance No. 890 (which amends Exhibit C to Ordinance No. 889), in the Madras Pioneer on Wednesday, August 17, 2016 and provide written confirmation that you received the notice and will publish it as requested. Thank you.

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

(541) 325-0302

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Thank you.

Karen Coleman

From: Karen Coleman
Sent: Wednesday, August 10, 2016 8:02 AM
To: Alexa Gassner (Alexa.Gassner@co.jefferson.or.us); Barbara Andresen; Bartt Brick (bbrick@ci.madras.or.us); Bill Montgomery (williamd41@gmail.com); Chuck Schmidt (schmidthouse1986@Q.com); Gary Walker (gwalker@ci.madras.or.us); Gus Burrell; Holly Gill (hgill@madraspioneer.com); Janet Brown; Jeff Hurd (jhurd@ci.madras.or.us); Jeff Rasmussen (Jeff.rasmussen@co.jefferson.or.us); Jeremy Green; Joe Ditzler (jditzler@bendbulletin.com); Karole Stockton; KTVZ (stories@ktvz.com); KWSO Radio (kwsonews@wstribes.org); Mae Huston (mae.huston@co.jefferson.or.us); Mike Ahern (Mike.ahern@co.jefferson.or.us); Mike Throop (mthroop55@hotmail.com); Nick Snead (nsnead@ci.madras.or.us); Pamela Andrews; Richard Ladeby (LadebyRichard@gmail.com); Richard Ladeby (rladeby@ci.madras.or.us); Rod Fulton; Royce Embanks Jr.; Sara Puddy; Sue Matters (smatters@wstribes.org); Tammy McHaney; Tom and Janet Brown; Wayne Fording (Wayne.fording@co.jefferson.or.us)
Subject: Proposed Ordinance No. 890
Attachments: PublicNotice-OrdinanceNumber890-AmendingOrdinanceNo889-Exhibit-C-PertainingToTextAmendmentsToZoningOrd864.ProposedToGoToCouncilOn08-23-2016.doc

Attached is a copy of the "Public Notice" which pertains to Council's consideration of Ordinance No. 890 (which adds information that should have been included in Exhibit C to Ordinance No. 889). The notice will be published in the Madras Pioneer on August 17, 2016, and will be posted on the City's website along with a copy of the ordinance and revised exhibit. Please do not hesitate to call should you have any questions. Thank you.

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

(541) 325-0302

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Thank you.

ORDINANCE NO. 890

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

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

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

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

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

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

SECTION 1: AMENDMENT NO. 1

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

SECTION 2: MISCELLANEOUS

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

SECTION 3: EMERGENCY DECLARATIONS

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

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

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

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

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

Proposed Amendments to Madras Zoning Ordinance No. 864

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

ARTICLE 1 – INTRODUCTORY PROVISIONS

SECTION 1.3 DEFINITIONS

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

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

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

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

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

ARTICLE 2 - BASIC PROVISIONS

SECTION 2.4 ESTABLISHMENT OF ZONES

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

ARTICLE 3 – LAND USE ZONES

SECTION 3.6 INDUSTRIAL (I).

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

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

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

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

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

- 4.—— Precision machine shops
- 5.—— Manufacturing of medical, dental, and orthopedic equipment
- 6.—— Wholesale printing and publishing facilities and distribution centers
- 7.—— Corporation headquarters and business offices directly related to industry
- 8.—— Aircraft service, maintenance, and aviation related industry
- 9.—— Energy related manufacturing, research, and development
- 10.—— Manufacturing of photographic equipment
- 11.—— Mail order companies
- 12.—— Medical research facilities
- 13.—— General research and development facilities
- 14.—— Wholesale distribution and sales; wholesale bakeries and/or laundries
- 15.—— Fire, police or other governmental buildings
- 16.—— Retail sales incidental or subordinate to a Permitted Use
- 17.—— Public or semi-public use
- 18.—— Facilities necessary to the operation of an industrial enterprise, or for a night watchman dwelling
- 19.—— Planned Unit Development District including Industrial condominiums related business offices
- 20.—— Transportation terminals
- 21.—— Freightling or trucking yards and terminals
- 22.—— Manufacturing, fabricating, processing, packaging or storage, repairing and warehousing, which are conducted within an enclosed building
- 23.—— Petroleum and plastic products and shaping or distribution
- 24.—— Manufacturing of manufactured homes and recreational vehicles
- 25.—— Trucking and freightling yards, vehicle storage yards, or wrecking yards
- 26.—— Processing and packaging of agricultural products (excluding animals)

- ~~27. Utility facilities (does not include Communication Tower requirements)~~
- ~~28. Repair garages, body and fender works, paint, and upholstery shops~~
- ~~29. Lumber yards and building material yards~~
- ~~30. Brick and pottery factories~~
- ~~31. Recycling plants~~
- ~~32. Steel and boiler works, fabrication, assembly and storage of structural steel products, foundries, and machine shops~~
- ~~33. Ancillary uses (i.e., deli, tavern, mini-market), shall:
 - ~~i. comprise of less than 30% of the total square footage of a building located in the Industrial zoning district; and~~
 - ~~ii. is secondary to the primary use of the building; and~~
 - ~~iii. is primarily for the use and convenience of the employees who work in the industrial area.~~~~
- ~~34. High-tech industry~~
- ~~35. Food processing (excluding animal processing)~~
- ~~36. General manufacturing~~
- ~~37. Call Centers~~
- ~~38. Contractor's Yards~~
- ~~39. Building roof and wall-mounted antennas for cellular, PCS, and similar radio services [see Section 3.6.1]~~

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

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

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

D. USES NOT PERMITTED.

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

B. USES

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

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

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

REVISED EXHIBIT "C"

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

REVISED EXHIBIT "C"

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

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

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

- b. Any exterior modifications to existing buildings.
 - c. All new parking lots.
 - d. All outdoor storage and display areas.
 - ~~e. All new signs.~~
 - ~~e.f.~~ All building expansions greater than 10,000 square feet.
 - ~~f.g.~~ Structures shall be painted or repainted as described in Section 3.6(~~E F.~~)(5)(~~f a.vi~~) of the Zoning Ordinance.
2. Exemptions. This Ordinance section does not apply to the following activities:
- a. Maintenance of the exterior of an existing structure such as re-roofing or residing.
 - b. Interior remodeling.
 - c. Building expansions not exceeding 25% of the gross square footage of the original building, or 10,000 square feet, whichever is less.
 - d. Parking lot expansions not exceeding 25% of the gross square footage of the original lot.
3. Review and Approval Process. The Community Development Director shall approve, approve with conditions or deny an application based upon compliance with the site plan criteria, and the design review standards and approval requirements of Section 9.3 Administrative Action. The Community Development Director may refer a design review application to the Planning Commission for approval. Approval shall be obtained from the review authority prior to the issuance of all building permits for any of the activities described in Paragraph (1) of this subsection.
4. Application Requirements. The applicant shall attend a pre-application conference prior to filing an application for Design Review with the Community Development Department. ~~After attending the pre-application conference~~ Subsequently the applicant shall file an application for Design Review in accordance with design review application requirements of Section 4.8 Site Plan Approval, along with Other applicable applications (site plan and/or variance, conditional use, etc.) may be simultaneously filed with the Community Development Department.
5. Standards for Approvals. Design Review Standards.
- a. Buildings 30,000 gross square feet or less. The Community Development Director shall use the standards in this section and the criteria for site plan review to ensure compliance with the purpose of Design Review.
 - i. Natural Features - Buildings shall are encouraged to be sited to protect areas of special interest or other natural features such as natural grade,

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

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

iii. Pedestrian Walkways

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

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

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

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

a. Exterior building design.

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

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

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

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

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

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

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

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

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

vi. Building and Sign Colors: Exterior colors shall be low reflectance, subtle, and neutral. The use of high intensity colors such as black, neon, metallic or

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

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

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

i. Exterior building design.

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

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

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

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

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

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

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

E. G. AREA REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

L. O. LANDSCAPING.

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

1. A minimum of ten percent (10%) of the total gross floor area of all buildings on the property or properties shall be landscaped in accordance with the following standards:

1. a. All unused portions of the property shall be maintained with landscaping. Landscaping shall consist of ground cover, or-planted grasses, shrubs, trees, flower beds, bark dust, stone and hardscape features such as patios, decks, entryways, etc., or other suitable landscaping. Existing significant vegetation areas or rock outcroppings that are protected may be credited toward meeting the minimum landscape area standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISED EXHIBIT "C"

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

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

SECTION 3.7 MIXED-USE EMPLOYMENT (MUE)

A. PURPOSE.

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

B. USES

1. Permitted Uses – uses permitted in the MUE zone are listed in Table 3.15.1 which is divided into uses permitted outright (P), uses permitted conditionally (C) and uses permitted as accessory to another allowed use (A). The Planning Commission may approve uses not listed as allowed in the zone in accordance with Section 9.28 of this ordinance.

Table 3.15.1 – Allowed Uses

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

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

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

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

2. Prohibited Uses

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

C. DEVELOPMENT STANDARDS

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

Table 3.15.2 summarizes development standards that apply in the MUE zone. Standards are explained in detail below the table.

Table 3.15.2 – Development Standards

<u>Standard</u>	<u>Unit</u>
1. Lot Standards	
<u>a. Minimum Size</u>	<u>5000 sq. ft.</u>
<u>b. Maximum Size</u>	<u>None</u>
<u>c. Street Frontage</u>	<u>50 ft. minimum</u>
2. Site Development	
<u>a. Setbacks</u>	
<u>1. Front Minimum</u>	<u>10'</u>
<u>2. Front Maximum</u>	
<u>Building < 5000 sq. ft.</u>	<u>60'</u>
<u>> 5000 but < 20,000</u>	<u>75'</u>
<u>> 20,000 sq. ft.</u>	<u>None</u>
<u>3. Side *</u>	<u>None</u>
<u>4. Rear *</u>	<u>None</u>
<u>b. Lot Coverage</u>	
<u>1. Maximum</u>	<u>85%</u>
<u>2. Landscaping</u>	<u>15% minimum; drainage swales may be included in the calculation.</u>
<u>Bonus allowances</u>	<u>Reductions in landscape requirements may be approved for certain landscape features (see</u>
<u>c. Parking</u>	
<u>1. Required spaces</u>	<u>The number of Off-Street Parking spaces shall be consistent with Section 4.4-4.6 of this</u>
<u>2. Location</u>	<u>Two parking bays with a drive aisle are allowed in front of the building. All Other parking must be located to the side or behind the building.</u>
<u>3. On-street</u>	<u>On-street parking may be counted toward meeting required minimum parking if the classification of the street in the current City of Madras TSP allows and the street is improved to such classification.</u>
<u>4. Parking lots</u>	<u>Landscaped buffers are required between parking aisles. 7% of a parking lot area must be</u>
<u>5. Loading docks</u>	<u>Must be located on the side or rear of a building and shall not block a public street.</u>
<u>d. Access and Circulation</u>	<u>Site access and local circulation are subject to City of Madras Public Improvement Design & Construction Standards.</u>
<u>1. Building orientation</u>	<u>Main entrance oriented to the street or primary drive aisle.</u>

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

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

1. Lot Development

Lot size: 5000 sq. ft. minimum.

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

2. Site Development

a. Building Setback:

Front Minimum: 15' Front

Maximum: 75'

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

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

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

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

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

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

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

3. Parking and Loading:

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

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

4. Access and Circulation:

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

5. Environmental :

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

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

D. BUILDING STANDARDS

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

Table 3.15.3 – Building Design Standards

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

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

E. DESIGN REVIEW

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

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

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

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

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

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

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

5. Standards for Approvals.

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

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

c. Pedestrian Walkways

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

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

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

e. Exterior Building design

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

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

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

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

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

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

roofs that project out over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat-roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged.

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

F. EXCEPTION TO DESIGN STANDARDS

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

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

d. The proposed design minimizes visual impacts and preserves natural features to the greatest extent practical.

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

G. NON-CONFORMING STRUCTURES

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

THE REMAINING SECTIONS OF THIS ORDINANCE WILL BE RENUMBERED ACCORDINGLY.

CITY OF MADRAS
Request for Council Action

Date Submitted: August 16, 2016

Agenda Date Requested: August 23, 2016

To: Mayor and City Council

Through: Gus Burrell, City Administrator

From: Chief Tanner Stanfill

Subject: **LIQUOR LICENSE RENEWAL APPLICATIONS**

TYPE OF ACTION REQUESTED:

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

DESCRIPTION:

New liquor license applications or changes in ownership/management require an investigative process. Existing liquor licenses are required to be renewed annually; therefore it becomes necessary to review individual applications and make a recommendation to the City Council for their approval or denial, as deemed appropriate.

STAFF ANALYSIS:

The Madras Police Department will perform an annual background investigation on each business applying for a new or renewal liquor license and make the appropriate recommendation to the City Council.

SUMMARY:

A. Fiscal Impact:

The City of Madras receives \$35.00 for each renewal application.

B. Funding Source:

General Fund Revenues #101-101-330-3501 Liquor License Renewals.

C. Explanation of Impact:

N/A

D. Recognition of Collateral Material and Technical Report:

N/A

E. Research/Reference Process

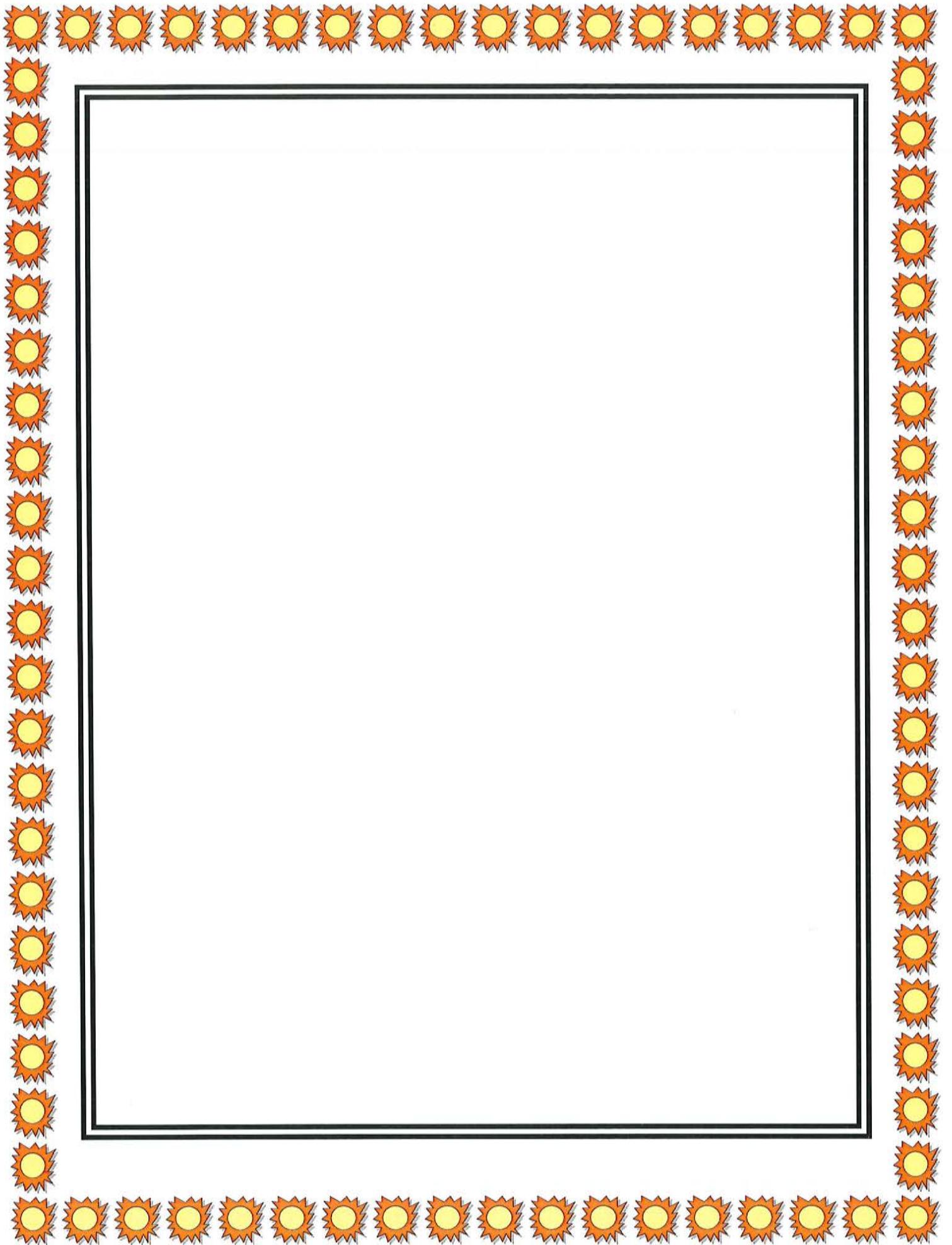
The Madras Police Department performs the necessary background investigations.

RECOMMENDATION:

It is hereby recommended by the Madras Police Department that the liquor license renewal applications for ***the following businesses*** be approved by City Council:

Abby's Legendary Pizza of Madras
Ahern's Stop and Shop
Backstreet Pub, The
Bi-Mart #654
Busy Bee Market
Desert Peaks Golf Club
Ding Ho Family Restaurant
Elks Lodge #2017
El Surtidor
Erickson's Thriftway
Geno's Italian Grill
Great Earth Cafe and Market, Inc.
Huang's Hunan Chinese Restaurant

Madras Bowl
Madras Chevron Circle K
Madras Pub and Deli
Mazatlan Mexican Restaurant
Mexico City Restaurant
Mid City Texaco
Moe's Shell
97 Mart
Rialto Tavern
Rio Restaurant
Safeway Store #1960
Wild Winds Station





THE CITY OF **MADRAS**

City of Madras
Public Works and Parks Committee
City Council Work Room

June 1, 2016
8 A.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order by Chair Stan Nowakowski at 8:00 a.m. on Wednesday June 1, 2016 at 125 SW "E" Street City Council Work Room

MEMBERS PRESENT

Bartt Brick
Louise Muir
Stan Nowakowski
Bill Ferguson

MEMBERS ABSENT

Chuck Schmidt

STAFF MEMBERS PRESENT

Public Works Administrative Assistant; Michele Quinn
Park Supervisor; Jon Burchell
Street Supervisor; Rod Fulton
Utilities Supervisor; Gale Poland

VISITORS PRESENT

No Visitors

II. CONSENT AGENDA

APPROVAL OF AGENDA AND MINUTES

A Motion was made by Bartt Brick; seconded by Louise Muir to approve the Consent Agenda and May 4, 2016 minutes motion carried unanimously.4/0

III. VISTOR COMMENTS

IV. NEW BUSINESS

V. PROJECT/EVENT UPDATES

A. *Highway 97 Sidewalk Improvement at L Street*

Jon Burchell informed the Committee that the project is complete everything went well we finished on time and on budget.

B. *Speed Radar Sign*

No Update

C. *Kenwood Park Playground Equipment*

Jon Burchell told the Committee that the playground equipment will be delivered in 7-10 days. We will dig out subgrade and the Fire Department will help erect the playground equipment.

D. *Spray Park*

No Update

E. *Skate Park to Fishing Pond Trail Addition*

Michele Quinn told the Committee that we received the funding for the RTP Grant and Jeff and I are scheduled to go present for the LGGP Grant next week. If we receive funding we will build the trail next year.

F. *Court House Update*

No Update

G. *Warm Springs Truck Stop Update*

No Update

H. *Madras Municipal Airport West Access Road*

Rod Fulton told the Committee that they are working on installing the culverts and we are working with Latham to get the subgrade done. The truck by-pass is complete.

I. *Speed Radar Signs on McTaggart*

Rod Fulton told the Committee that the signs came in last week and the holes are dug. They should be installed sometime this week.

J. *No Truck Signs on Tracie Street and L Street*

Rod Fulton told the Committee that he has been working with ODOT they have the speed signs we need to have them installed. We wanted to ask the Committee what they thought about adding no truck signs to Tracie Street and L Street through the residential area. ODOT is also working on an additional sign that will be installed at L Street to direct traffic back to the highway.

There was a discussion about the additional no truck signs on Tracie Street and L Street. The Committee decided to wait to see what kind of impact the directional sign would make. They will bring this discussion back to the next meeting.

Additional Discussions

- Louise Muir asked with summer coming what can we do about the cow trucks dumping the waste on the road.

The Committee had a discussion to try and determine if there is anything that can be done to eliminate the trucks from dumping the cow waste on the street. We could possibly talk with ODOT and see what they do and possibly talk with the local stock yard.

Stan Nowakowski asked the Committee what they thought about cancelling the July meeting. They decided we will see if there is anything that needs to be discussed and would possibly cancel. For now we will set the meeting at tentatively we will meet on July 6, 2016.

ADJOURN

Public Works & Parks meeting adjourned at 8:42 a.m.

Respectfully submitted by:



Michele Quinn, Public Works Administrative Assistant



THE CITY OF **MADRAS**

125 S.E. "E" Street, Madras, OR 97741 Telephone (541)475-2622 – Fax (541)475-1038

City of Madras
Airport-Industrial Site Committee
General Aviation Building
2028 NW Airport Way

April 21, 2016
4 P.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order at 4:00 by Chair Royce Embanks on April 21, 2016 at the General Aviation Building 2028 NW Airport Way

MEMBERS PRESENT

Ed Fuller
Bill Randolph
Royce Embanks
Gordon Nicholson
Janet Brown
Mike Ahern
Tom Brown
Rob Berg

STAFF MEMBERS PRESENT

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

II. CONSENT AGENDA

- A. Approval of agenda
- B. Approval of minutes for the February 17, 2016 meeting

A motion was made by Janet Brown; seconded Tom Brown to approve the February 17, 2016 Consent agenda motion carried unanimously.

III. Visitor Comments

None

IV. New Business

Rob Berg told the Commission that he has been talking with some guys that would like to move to Madras and build some hangars. House bill 2075 could assist with building the hangars. We have surpassed Redmond's counts here at the Madras airport with 105 based aircraft 105 Redmond has 68 right now.

Rob Berg also told the Commission that the UAV would like to store some equipment. There was a discussion on the types of hangars that is used at the airport T hangars and business hangars. We have the space and it is in the master plan to build additional hangars.

Rob Berg informed the Commission that Columbia helicopters were here for ten days. They would like to set up an annual or semi-annual training base. We have an issue with foreign object damage (FOD) we would like to pave to help the problem.

Rob Berg told the Commission that there was a company inquiring about the industrial park and what they can build they are considering a tractor sales business.

Rob told the Commission that the museum will be flying the warbirds on Fridays.

There was a discussion on the Daimler lease and can some of the funds be used to build new hangars. They also discussed how the additional revenue will allow the airport to be self-sufficient.

V. Project Updates

A. Madras Municipal Airport West Access Road Project

Jeff Hurd told the Commission that the main road is cleared and Deschutes Valley Water District is laying the waterline. We have jumped across and are working on the by-pass to connect the two tracks back together. We have our culverts in and we will be placing fill. There civil plans for their site we have just wrapped up there building permit and they have paid their fees. The bids for the contract portion of the road and bids are due back on Tuesday.

B. Grass Runway

Rob Berg told the Commission that all the approvals are done and all the agreements are in place. They have been out working for the last eight days. The runway has been flattened from the vegetation growth and they have brought the elevation back up. They have all the trenching done on the west side for the irrigation.

There was a discussion about how the Grass runway will receive their irrigation water.

The Grass runway will be 75 feet wide and 5000 feet long.

C. Solar Eclipse Planning

Gus Burril told the Commission that there is a proposal from Jefferson County Tourism Group to sublease some of the property being leased by Deschutes Basin Farms. They want to put on a musical festival with other activities joined with the Air Museum, and

possible viewing the night before of the stars. Then the day of event to park people coming in either overnight or day of parking. We are trying to make sure we can accommodate a place for tens of thousands potentially. They are setting up ticketing through website basis. We are still working through what we do with the rest of town. It is looking like we will be setting up the airport as a core base and advertise that. The group will have to coordinate with Rob on how to stage and park planes.

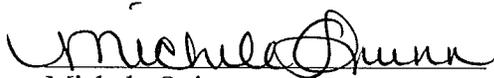
VI. ADDITIONAL DISCUSSION.

Rob Berg told the Commission that Monday the 25th runway 1634 will be closed so the contractor can come back and restripe the runway. On Tuesday they will restripe runway 422 also.

VII. ADJOURN

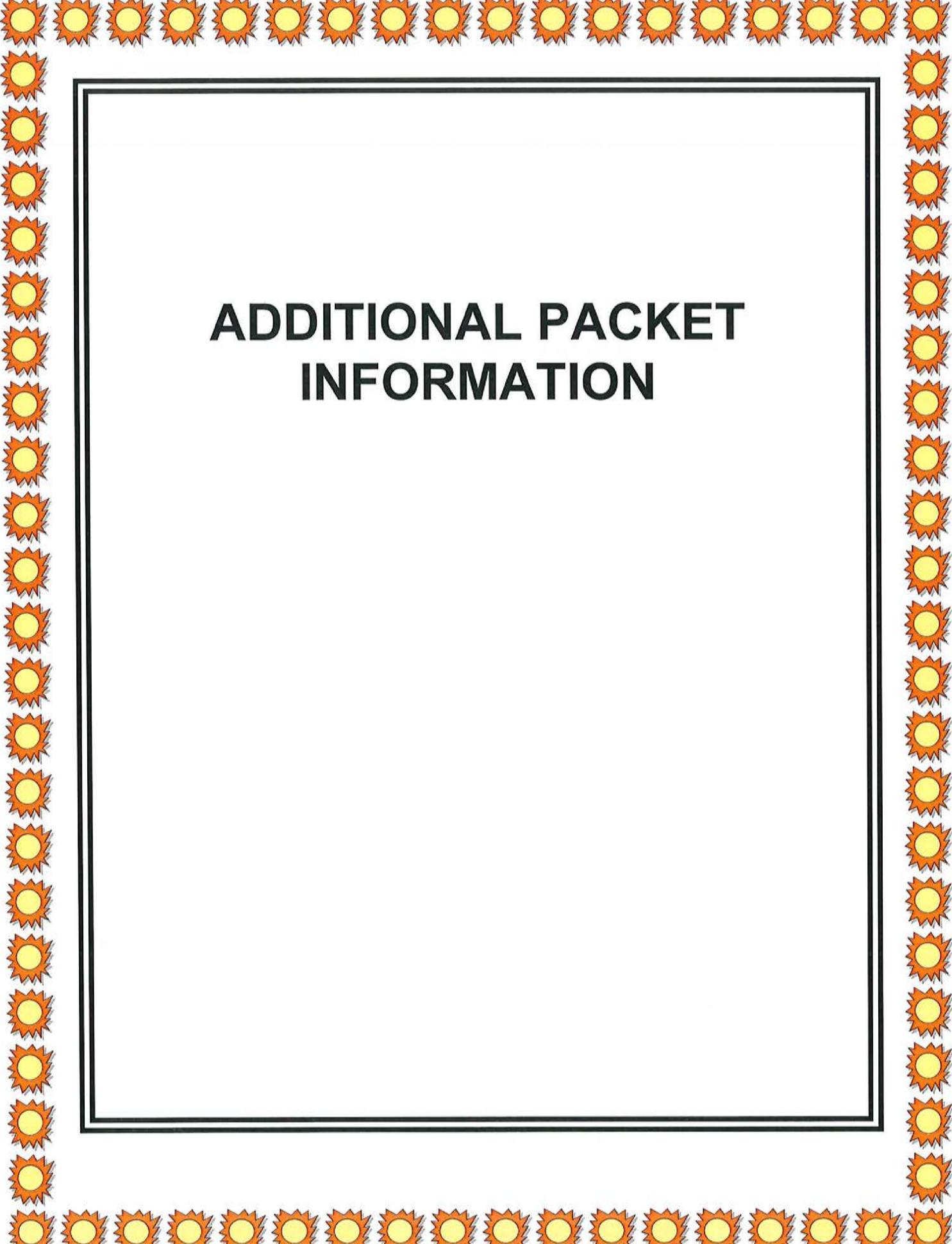
Meeting Adjourned at 5:04

Respectfully Submitted



Michele Quinn

Public Works Administrative Assistant



**ADDITIONAL PACKET
INFORMATION**