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CITY COUNCIL MEETING PACKET

JULY 26, 2016



THE CITY OF **MADRAS**

City of Madras
City Council Meeting
City Council Chambers

July 26, 2016
7:00 p.m.

AGENDA

- I Call to Order

- II Pledge of Allegiance and Prayer

- III Consent Agenda

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

- A. Approval of Vouchers

- 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

IV Visitor Comments

- ▶ Sister City Student Exchange Trip to Japan - Presentation

Josh Hocker
Tanner Hale
Gracie Whiteplume
Lakin Kurtz

V Solar Eclipse Planning Update (VERBAL)

City Administrator, Gus Burrell

VI Confederated Tribes of Warm Springs Agreement Status Update

City Administrator, Gus Burrell

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, Kristal Hughes

VIII Discussion - Photo Proposal for City Council Chambers (VERBAL)

Mayor Royce Embanks
Councilor Tom Brown

IX Initiative Petition 28 - Discussion (VERBAL)

Councilor Tom Brown

X Additional Comments, Announcements, and Department Reports

XI Adjourn

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

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

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

The City of Madras is an Equal Opportunity Provider.

DISBURSEMENTS LIST - June 2016

For Council Review and Approval

101-106	General Fund - Police	18,691.52
204	Transportations Operations Fund	14,380.18
206	Parks Fund	4,426.93
207	Tourism/Economic Development	9,092.29
306	Debt Service Fund	450.00
401	SDC Street Improvement Fund	0.00
402	SDC Park Improvement Fund	78.78
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	14,881.93
503	Wastewater Operations Fund	45,967.84
504	Industrial Site Fund	4,988.50
505	Community Development Fund	6,289.51
509	Airport Operations Fund	110,538.62
802	Internal Services Fund-Central Services	16,252.90
803	Internal Services Fund-Public Works Staff	43,968.80
804	Internal Services Fund-Buildings	14,849.15
805	Internal Services Fund-Fleet	13,517.98
999	Treasurer's Cash-Customer Refunds	2,172.91

GRAND TOTAL **320,547.84**

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

Bank of America Purchase Cards

June 2016

<i>Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
6/13/2016	DECATUR ELECTRONICS INC	DECATUR ELECTRONICS - PO 11062: Handheld Radar Guns	\$3,411.00
6/3/2016	COVE ELECTRIC	COVE ELECTRIC - PO 10613: Electrical Repair for Airport Hanger	\$2,715.51
6/16/2016	GALLS HQ	GALLS - PO 11064: 4 Bullet Proof Vests	\$2,700.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Solar Eclipse Professional Services Agrmnt	\$2,560.00
5/31/2016	WILBUR ELLIS	WILBUR ELLIS - Weedmaster Spray Mix	\$2,542.70
6/23/2016	BRENNTAG	BRENNTAG - 1640 GAL Sodium Hypochlorite	\$2,492.80
6/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Dogwood, Runway, Beige Rd Usage (May)	\$2,344.63
6/8/2016	BEST CLEANERS	BEST CLEANERS - City Hall and PD Carpet Cleaning	\$1,959.50
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - RMJ Advisory Committee	\$1,854.00
6/10/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK - Small Equipment Analyzer	\$1,800.00
6/16/2016	BULLET RENTAL AND SALES	BULLET RENTAL - Roller Pad/Smooth Rental (1 hour)	\$1,580.00
6/3/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Monthly Support Services (June)	\$1,538.88
6/21/2016	BAY VALVE SERVICE INC	BAY VALVE SERVICE - On-Site of Inspection of Butterfly Valves	\$1,521.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Central Services Misc. Matters	\$1,513.72
6/6/2016	WILBUR ELLIS	WILBUR ELLIS - Grass Seed for HWY 26 Irrigation Upgrade	\$1,440.00
6/6/2016	CENTRAL OREGON HEATING	CENTRAL OREGON HEATING - Repair of Freon Leak at City Hall	\$1,427.00
6/3/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Monthly Support Services (June)	\$1,302.13
6/23/2016	AG WEST SUPPLY MADRAS	AG WEST - Brush Hog Mower	\$1,225.00
6/22/2016	CARLSON TESTING INC	CARLSON TESTING - ODOT CDT Solis, Asphalt, Technician	\$1,120.05
6/23/2016	BRENNTAG	BRENNTAG - 651 GAL Sodium Hypochlorite	\$1,029.52
5/31/2016	MADRAS AUTO PARTS	MADRAS AUTO - Fuel Pump for 500 Gallon Fuel Tank	\$1,020.81
5/26/2016	CASELLE	CASELLE - Monthly Support Services (June 2016)	\$987.67
6/6/2016	CENTRAL OREGON HEATING	CENTRAL OREGON HEATING - Installation of Exhaust Fan at B. St Pump	\$895.00
6/20/2016	KAY PARK REC CORP	KAY PARK REC CORP - Barbeque pedestal grills	\$856.80
6/3/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Monthly Support Services (June)	\$828.61
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - RFQ for Local Commercial Dev. Recruitment	\$828.00
6/17/2016	ELMERS FLAG AND BANNER LL	ELMERS FLAG AND BANNER - Oregon, MIA Flags	\$793.21
6/18/2016	CARSON - CREDIT	CARSON - 210 GAL Biodiesel, 124 GAL Non-Ethanol	\$782.43
6/13/2016	DOOLEY ENTERPRISES INC	DOOLEY ENTERPRISES INC - Ammunition	\$770.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Misc. Land Use	\$768.00
6/16/2016	VZWLSS MY VZ VB P	VERIZON - PW Monthly Phone Charges (June)	\$756.29
6/22/2016	CLIFFS REPAIR AND AUTO	CLIFFS AUTO - Veh 901: Odometer Reprogram and Replace Seatbelt	\$752.41
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Public Surplus Contract	\$752.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - WW Ops Misc. Matters	\$650.67
5/25/2016	HF SCIENTIFIC	HF SCIENTIFIC - Power Source for Turbidimeter NWWTF	\$573.63
6/16/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - 2 Dell Monitors to Complete Upgrade	\$569.22
6/16/2016	WILBUR ELLIS	WILBUR ELLIS - Greens Fertilizer for Golf Course	\$534.50
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - MRC Misc. Matters	\$485.34
6/6/2016	SMITH AND LOVELESS INC	SMITH AND LOVELESS - Pista Grit Parts: Seals, ORings, Bolts	\$484.55
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Golf Course Mgmt. Agreement	\$480.00
6/15/2016	SEARS ROEBUCK 7711	SEARS - Replacement Parts for Mowers: Cable and Plug	\$476.51
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Public Contracting Update	\$440.00
6/3/2016	BULLET RENTAL AND SALES	BULLET RENTAL AND SALES - Work Gloves	\$423.30
6/4/2016	CARSON - CREDIT	CARSON - 128 GAL Biodiesel, 64 GAL Non Ethanol	\$418.52
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Park Litter Cans Services (May)	\$404.64
6/10/2016	WILBUR ELLIS	WILBUR ELLIS - Dye for SWWTF Pond	\$403.36
6/8/2016	HOTEL EASTLUND	HOTEL EASTLUND - M.Hansen/R.Tombleson Training Lodging	\$391.60
6/21/2016	GCSAA EIFG 8004727878	GCSAA - National Golf Supt. Membership	\$375.00
6/22/2016	COVE ELECTRIC	COVE ELECTRIC - Troubleshoot and Repair Tree Outlets	\$360.41
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Jeff. Co. Enterprise Zone Re-Designation	\$350.00
5/27/2016	MADRAS GARDEN DEPOT	MADRAS GARDEN DEPOT - Downtown Flower Pots	\$344.25
6/18/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test, Total Suspended Solids, Nitrate	\$336.00
6/2/2016	EWING IRRIGATION PRD 492	EWING IRRIGATION - Station Clocks	\$334.40
6/16/2016	BULLET RENTAL AND SALES	BULLET RENTAL -	\$315.00
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Noxious Weeds Ord. Pub.	\$313.89
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - 2010 Public Contracting Update	\$304.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Sign Ordinance Revisions	\$304.00

Bank of America Purchase Cards

June 2016

<i>Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
6/7/2016	USA BLUE BOOK	USA BLUE BOOK - Chemicals for Testing and Gloves	\$303.40
6/6/2016	MADRAS TIRE FACTORY	MADRAS TIRES - Unit # 111 Front and Rear Brake Pads	\$297.40
6/3/2016	COVE ELECTRIC	COVE ELECTRIC - Replace Light Head on Bike Trail	\$289.80
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Daimler Trucks Dev. Project	\$288.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - World of Treasures Property Sale	\$288.00
6/20/2016	PHILS HARDWARE	PHILS HARDWARE - Cement and Silicone for Building Repairs	\$282.80
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Sageland Spring/Summer	\$275.00
6/13/2016	MADRAS AUTO PARTS	MADRAS AUTO - Parts for #151 Ford Strobe Light and Air Hose	\$267.27
5/24/2016	DSU PETERBILT BASIN AVE	DSU PETERBILT - # 53 Elgin Sweeper Electronic Throttle	\$259.80
6/10/2016	NSC NORTHERN SAFETY CO	NSC NORTHERN SAFETY CO - Safety Data Binders	\$257.55
6/16/2016	BULLET RENTAL AND SALES	BULLET RENTAL - Boomlift Rental (5 hrs)	\$255.00
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Shop Services (May)	\$251.70
6/2/2016	USA BLUE BOOK	USA BLUE BOOK - Repair Clamp, JCM Ready-Clamps	\$241.39
6/7/2016	NORTH COAST ELEC BEND	NORTH COAST ELEC BEND - Hanging Basket Arm	\$240.00
6/3/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Monthly Support Services (June)	\$236.75
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Public Contracting Update	\$232.00
6/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - LIG Usage (May)	\$230.58
6/3/2016	RICOH USA, INC	RICOH - City Hall Printer Copy Usage (May)	\$220.82
6/3/2016	RICOH USA, INC	RICOH - Police Dept. Printer Copy Usage (May)	\$218.29
6/16/2016	COVE ELECTRIC	COVE ELECTRIC - Installation of New Power Supply for SWWTP	\$211.00
6/22/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Paper Towels, Toilet Paper	\$207.50
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Warm Springs Truck Stop	\$202.67
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Warm Springs Truck Stop	\$202.66
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Warm Springs Truck Stop	\$202.66
6/12/2016	CARSON - CREDIT	CARSON - 100 GAL Biodiesel	\$202.45
5/26/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids, Nitrite	\$202.00
6/14/2016	NORTHSIDE FORD TRUCKS	NORTHSIDE FORD TRKS - Sweeper #53 Transmission Control Switch	\$200.80
5/31/2016	DETAIL PLUS	DETAIL PLUS - Detail Unit # 111 Ford F150	\$200.00
6/9/2016	MADRAS MEDICAL GROUP	MADRAS MEDICAL - Mask Fit Testing Evaluations for PW	\$200.00
6/22/2016	COVE ELECTRIC	COVE ELECTRIC - Locate on West Side of City Hall	\$200.00
6/17/2016	BENDBROADBAND BEND, OR	BENDBROADBAND - Monthly Water Tower Antenna Services (June)	\$195.00
6/15/2016	EARTH2O	EARTH2O - Water for City Hall	\$191.18
6/13/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Golf Course Starter for 4500D Ruff Mower	\$190.98
6/15/2016	EARTH2O	EARTH2O - Water for City Hall	\$190.61
6/15/2016	EARTH2O	EARTH2O - Water for City Hall	\$190.61
5/26/2016	PRESTIGE FLAG	PRESTIGE FLAG - Flag Sticks and Putting Green Cups	\$184.80
6/16/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - PW Cups, Creamer, Sugar and Coffee	\$177.35
6/9/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Airport Coffee Supplies: Machine, Coffee	\$175.85
5/23/2016	PHILS HARDWARE	ACE - 5 Gallon Buckets for Hanging Basket Flowers	\$170.67
6/14/2016	PITNEY BOWES PI	PITNEY BOWES - Equipment Term Rental (Jan-March)	\$168.07
6/3/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (June)	\$168.02
6/3/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids	\$162.00
6/8/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids	\$162.00
6/23/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test, Total Suspended Solids	\$162.00
6/3/2016	RICOH USA, INC	RICOH - City Hall PW Printer Copy Usage (May)	\$161.83
6/14/2016	PHILS HARDWARE	PHILS HARDWARE - Tools for Parks	\$159.98
6/6/2016	CENTRAL OREGON HEATING	CENTRAL OREGON HEATING - Maint. Shop Water Heater Repair	\$159.95
6/9/2016	CARHARTT	CARHARTT - Class 2 High Vis. Shirts	\$149.95
5/27/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL INC - BOD Test, Total Suspended Solids	\$146.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Personnel Share Agreement	\$144.00
6/3/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (June)	\$142.16
6/22/2016	STAPLES DIRECT	STAPLES - City Hall Laminator	\$141.98
6/16/2016	TERMINIX	TERMINIX - City Hall/Police Station Pest Treatment	\$140.00
6/1/2016	PHILS HARDWARE	ACE- Irrigation Supplies for Flowers: Hoses, Faucet, Sprinklers, Buckets	\$134.42
6/16/2016	THE BULLETIN-ADV	THE BULLETIN - Comm. Dev. Public Notice	\$133.62
6/10/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Creamer, Coffee	\$125.20
5/24/2016	MADRAS AUTO PARTS	MADRAS AUTO - Oil Absorbent, Nyloc Nuts, Switch Commination	\$120.97

Bank of America Purchase Cards

June 2016

<i>Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
5/26/2016	PRESTIGE FLAG	PRESTIGE FLAG - Flags Golf Course	\$118.90
6/3/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT - Monthly Support Services (June)	\$118.38
6/2/2016	PACIFIC TRUCK CENTERS RED	PACIFIC TRUCK CENTERS - Elgin Sweeper Transmission Controller Install	\$114.48
5/31/2016	MADRAS AUTO PARTS	MADRAS AUTO - Hitches for New Service trk # 151	\$112.48
6/22/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Coffee, Chai Tea	\$112.05
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Appeal of Sewer Charges	\$112.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Nuisance Violations-Right to Assert Claims	\$112.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Confidential Matter	\$112.00
6/2/2016	MADRAS AUTO PARTS	MADRAS AUTO - Ignition Modul and Starter for #05 Flatbed	\$110.98
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Calcium Nitrate Bids	\$110.44
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - US Polymer Bids	\$104.63
6/22/2016	TERMINIX	TERMINIX - PW Building Pest Treatment	\$104.00
6/21/2016	PAYPAL OREGONCHAPT	OAPA - R.Dehnert: COP Network Meeting Training: Registration	\$100.00
6/3/2016	RICOH USA, INC	RICOH - Finance Department Scanner Warranty	\$99.00
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - PD/CH Building Services (May)	\$98.66
6/14/2016	FIGAROS PIZZA	FIGAROS PIZZA - Council Work Session Meal 6-14-16	\$97.69
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Assistant Planner Recruitment	\$93.00
6/14/2016	SP ERICKSON AIRCRAFT	ERICKSON AIRCRAFT - Tomi City Japan Gifts from City of Madras	\$93.00
6/14/2016	MADRAS AUTO PARTS	MADRAS AUTO PARTS - Oil for Mowers at Golf Course	\$92.85
6/3/2016	BEND BROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (June)	\$90.47
6/6/2016	CENTRAL OREGON HEATING	CENTRAL OREGON HEATING - Troubleshoot PD Heating/Cooling	\$89.95
6/23/2016	MADRAS AUTO PARTS	MADRAS AUTO - Caster Creeper and Spark Plugs	\$89.85
6/13/2016	HACH COMPANY	HACH COMPANY - Reagents for WW Lab	\$89.16
6/2/2016	BI-MART	BI-MART - Paint Gun Cleaning Supplies: Hose, Batteries, Soap	\$87.26
6/22/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Paper Towels, Toilet Paper	\$87.20
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Assistant Planner Recruitment	\$87.00
6/9/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Airport Coffee Supplies: Cups, Sugar, Coffee	\$86.75
6/16/2016	EDGE ANALYTICAL	EDGE ANALYTICAL - Total Coliform/E Coli MTF Testing	\$84.00
5/25/2016	TRAFFIC SAFETY SUPPLY CO	TRAFFIC SAFETY SUPPLY - Caution Stop Ahead Sign Mctaggart Rd	\$82.77
6/11/2016	AMAZON MKTPLACE PMTS	AMAZON - Keyboard and Mouse	\$75.80
6/16/2016	ARCO#83043	ARCO - Fuel for truck 108 2007 Ford 4x4	\$75.00
6/23/2016	TURF STAR INC	TURF STAR/WESTERN EQ - Pins-Grooved	\$74.06
6/2/2016	PHILS HARDWARE	ACE - Contact Basin Repair: Elbow, Fittings, Couplers	\$73.95
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Community Dev. Misc. Matters	\$72.00
6/16/2016	COVE ELECTRIC	COVE ELECTRIC - Repaired Pressure Alarm for Blower	\$72.00
6/3/2016	RICOH USA, INC	RICOH - PW Building Copy Usage (May)	\$71.58
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - SWWTP Services (May)	\$70.60
6/15/2016	COVE ELECTRIC	COVE ELECTRIC - Replace Entry Lamps at City Hall	\$70.00
6/9/2016	PHILS HARDWARE	PHILS HARDWARE - Electronic Labeler, Bait Station Refills	\$69.97
5/31/2016	PHILS HARDWARE	PHILS HARDWARE - Marking Paint	\$69.90
6/3/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Multifold Towels	\$69.00
6/10/2016	CENTURYLINK	CENTURYLINK - SWWTP Monthly Services (June)	\$68.92
6/3/2016	RICOH USA, INC	RICOH - City Hall PW Printer Copy Usage (May)	\$68.70
6/3/2016	RICOH USA, INC	RICOH - City Hall Printer Copy Usage (May)	\$68.33
6/8/2016	PHILS HARDWARE	PHILS HARDWARE - Motor Oil, Cleaner, 2Cycle Oil	\$66.87
6/1/2016	PHILS HARDWARE	ACE - Irrigation Repair for Sewer Plants: Fittings	\$66.50
6/1/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH CAFE - Finance Director Orientation Lunch	\$66.12
6/21/2016	PHILS HARDWARE	ACE - Water Pipe Repair: Booster Cable, Tubing	\$65.97
6/7/2016	BI-MART	BI-MART - Micro Wave Oven and Freezer Bags	\$64.99
6/20/2016	PHILS HARDWARE	PHILS HARDWARE - NWWTF Level Sensor Valve	\$64.99
5/26/2016	AMAZON MKTPLACE PMTS	AMAZON - Costumes for 4th of July Float	\$64.47
6/7/2016	ALTABIRA CITY TAVERN	ALTABIRA TAVERN - PO 11005: M.Hansen/R.Tombleson Training Meal	\$64.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Time, Place and Manner Restrictions	\$64.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - City Spray Park	\$64.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Annexation of Airport	\$64.00
6/3/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (May)	\$62.65
6/21/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$62.65

Bank of America Purchase Cards

June 2016

<i>Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
6/9/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Airport Coffee Supplies: Tea, Coffee	\$62.45
6/14/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH - Tomi City Japan Gifts from City of Madras	\$61.85
6/10/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Rubberbands, Binder Clips, Pens	\$60.85
6/1/2016	ADT-PROTECT YOUR HOME	ADT-PROTECT YOUR HOME - Golf Shop Security (June)	\$59.99
5/26/2016	BULLET RENTAL AND SALES	BULLET RENTAL - Gloves	\$59.80
6/14/2016	BI-MART	BI-MART - Parks Building: Mop, Paint, Batteries, Pens, Cups	\$59.58
6/9/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Airport Coffee Supplies: Coffee	\$58.95
6/13/2016	MADRAS AUTO PARTS	MADRAS AUTO - Parts for Parks Mowers and Edger: Spark Plug, Belt	\$58.91
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Wastewater Operator Recruitment	\$58.13
6/14/2016	BULLET RENTAL AND SALES	BULLET RENTALS - Trencher for Electrical Outlet on DT Trees	\$57.79
6/9/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Toilet Paper for PW	\$57.00
5/24/2016	DOLLAR TREE	DOLLAR TREE - Decorations for 4th of July Parade	\$56.00
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Wastewater Operator Recruitment	\$54.38
6/20/2016	PHILS HARDWARE	PHILS HARDWARE - Level Sensor Repair for NWWTP	\$52.07
5/31/2016	PHILS HARDWARE	PHILS HARDWARE - Corner saver for Front Desk City Hall	\$51.96
6/20/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Fire Hose Reducers	\$51.85
6/14/2016	ABBY'S PIZZA 53	ABBY'S PIZZA - Meal for Volunteer Firefighters	\$51.30
6/14/2016	PHILS HARDWARE	PHILS HARDWARE - Tiedown Ratchets for tk 69	\$50.98
6/3/2016	PREMIER BUILDERS EXCHANGE	PREMIER BUILDERS EXCHANGE - Airport West Access Rd. Notices	\$50.60
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Legal Ordinance 888 Pub.	\$50.38
6/8/2016	HOTEL EASTLUND	HOTEL EASTLUND - M.Hansen/R.Tombleson Training Parking	\$50.00
5/25/2016	STAPLES DIRECT	STAPLES - Candy for 4th of July Parade	\$49.82
5/25/2016	PHILS HARDWARE	PHILS HARDWARE - Oil and Weed Eater Line	\$48.96
5/24/2016	MADRAS AUTO PARTS	MADRAS AUTO - Adapter, Trailer Adapter for Wiring of Water Trailer	\$48.83
6/22/2016	MADRAS MARINE INC	MADRAS MARINE -Weed Eater Carburetor	\$48.80
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Airport Ops Misc. Matters	\$48.00
5/24/2016	PAYPAL KIDBUAK	AMAZON - Parade Decor Costume	\$47.98
5/31/2016	PHILS HARDWARE	ACE - Parts for Pista Grit/Air Compressor: Fittings	\$47.43
6/15/2016	SHELL OIL 57445919103	SHELL OIL - Team Building Meeting Meal	\$45.65
6/8/2016	SUBWAY 00116871	SUBWAY - Solar Eclipse Meeting Meal	\$45.00
6/2/2016	EARTH2O	EARTH2O - Water for PW	\$43.70
5/26/2016	AG WEST SUPPLY MADRAS	AG WEST - Fuel Tank Parts for # 151 Ford F350	\$42.46
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Fishing Pond Cans Services (May)	\$42.09
6/17/2016	PHILS HARDWARE	PHILS HARDWARE - Batteries and Smoke Detectors	\$41.97
6/9/2016	COMMUNITY NEWSPAPERS INC	COMMUNITY NEWSPAPERS - Public Hearing Pub.	\$40.69
6/16/2016	ERICKSONS TW MADRAS	ERICKSONS - CORST Meeting Meal at Airport	\$40.11
6/9/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - Email Encryption	\$40.00
5/25/2016	AMAZON MKTPLACE PMTS	AMAZON - Costumes for 4th of July Float	\$36.90
6/2/2016	HD FOWLER REDMOND	HD FOWLER - Irrigation Valve Lids	\$36.10
6/7/2016	USA BLUE BOOK	USA BLUE BOOK - Water Line Curb Locks	\$35.95
6/3/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (June)	\$35.89
6/21/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$35.89
6/8/2016	AMALFIS RESTAURANT MERCA	AMALFIS RESTAURANT - PO 11005: M.Hansen/R.Tombleson Training Meal	\$35.88
5/27/2016	AMAZON.COM AMZN.COM/BILL	AMAZON - Costumes for 4th of July Parade	\$35.24
6/22/2016	BOLI TECHNICAL ASSIST	BOLI - Labor Law Update Class - R. Tombleson: Registration	\$35.00
6/22/2016	BOLI TECHNICAL ASSIST	BOLI - Labor Law Update Class - K. Hughes: Registration	\$35.00
6/2/2016	MADRAS AUTO PARTS	MADRAS AUTO - Battery for D130 Airport Mower	\$34.99
6/13/2016	MADRAS AUTO PARTS	MADRAS AUTO- Unit #05 1986 F350 Engine Control Modul	\$34.99
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Airport Services (May)	\$34.76
6/3/2016	MADRAS SANITARY - OFFICE	MADRAS SANITARY - Golf Course Services (May)	\$34.76
5/27/2016	PHILS HARDWARE	ACE - Velcro for Truck 149 and Weed Eater Trimmer Head	\$34.48
6/16/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - PW KCup Coffee	\$33.30
5/27/2016	ERICKSONS TW MADRAS	ERICKSONS - Distilled Water and Lab Work	\$32.32
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Wilbur-Ellis Lease Amendment	\$32.00
6/9/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - Email Encryption	\$32.00
6/22/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Paper Towels	\$31.95
6/6/2016	PHILS HARDWARE	ACE - Repair on Sewer Camera: Electrical Parts	\$30.46

Bank of America Purchase Cards

June 2016

<i><u>Date</u></i>	<i><u>Payee</u></i>	<i><u>Description</u></i>	<i><u>Amount</u></i>
5/26/2016	PHILS HARDWARE	PHILS HARDWARE - Watering Wand	\$29.99
5/26/2016	PHILS HARDWARE	PHILS HARDWARE - Parts for Pista Grit	\$29.45
6/8/2016	PHILS HARDWARE	ACE - Straps for NWWTP, Fittings and Drill Bit	\$29.34
6/9/2016	J CAFE	J CAFE - PO 11005: M.Hansen/R.Tombleson-Training Meal	\$29.04
6/16/2016	EARTH2O	EARTH2O - WW Water	\$28.00
6/16/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Parts for Kenwood Park	\$27.48
5/25/2016	SAFEWAY STORE00019604	SAFEWAY -TSP TAC/PAC Meeting #3 Meal	\$27.46
6/2/2016	EWING IRRIGATION PRD 492	EWING IRRIGATION - Irrigation parts: Valve Lids	\$26.18
5/31/2016	PHILS HARDWARE	PHILS HARDWARE - Irrigation Fittings	\$25.96
6/3/2016	BENDBROADBAND BEND, OR	BEND BROADBAND - Monthly Internet Services (June)	\$25.85
6/14/2016	PITNEY BOWES PI	PITNEY BOWES - Equipment Term Rental (Jan-March)	\$25.72
6/7/2016	PHILS HARDWARE	PHILS HARDWARE - Culvert Bolts for Daimler Project	\$25.20
6/1/2016	BULLET RENTAL AND SALES	BULLET RENTAL - Jumping Jack Rental for City Hall Water Line	\$25.00
6/7/2016	CITIZEN BAKER	CITIZEN BAKER - PO 11005: M.Hansen/R.Tombleson Training Meal	\$25.00
6/16/2016	RICOH USA, INC	RICOH USA - SWWTP Copies (June)	\$24.75
6/7/2016	PHILS HARDWARE	ACE - Water Nozzles	\$24.65
6/6/2016	MADRAS TIRE FACTORY	MADRAS TIRE FACTORY - Airport Lawn Mower Front Tire Repair	\$24.09
6/9/2016	BRYANT, LOVLIN & JARVIS	BRYANT,LOV & JARV - Bean Foundation MOU	\$24.00
6/9/2016	BRYANT, LOVLIN & JARVIS	BRYANT,LOV & JARV - Bean Foundation MOU	\$24.00
6/17/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - CD Envelopes	\$23.95
6/14/2016	CHAPPY'S AUTO PARTS	CHAPPY'S AUTO - Filters Golf Course Mowers	\$23.54
6/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-Bout Usage (May)	\$23.00
6/3/2016	CENTRAL ELECTRIC COO INC	CENTRAL ELECTRIC - Yarrow Round-a-Bout #2 Usage (May)	\$23.00
6/3/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (May)	\$22.72
6/9/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (May)	\$22.72
6/23/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$22.72
6/1/2016	LES SCHWAB #0013	LES SCHWAB - Tire Greens Mower	\$22.49
6/15/2016	AMAZON MKTPLACE PMTS	AMAZON - Screen Protectors	\$22.13
6/20/2016	AMAZON MKTPLACE PMTS	AMAZON - Screen Protectors	\$22.13
6/23/2016	TURF STAR INC	TURF STAR/WESTERN EQ - Pins-Grooved	\$21.98
6/7/2016	PHILS HARDWARE	PHILS HARDWARE - Glue and Filters for NWWTF	\$21.44
6/22/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH - K.Hughes/S.Sears Year Prep Meal	\$20.35
6/14/2016	PITNEY BOWES PI	PITNEY BOWES - Equipment Term Rental (Jan-March)	\$20.27
6/9/2016	PHILS HARDWARE	PHILS HARDWARE - Tyedowns for Truck 69	\$17.99
6/10/2016	PHILS HARDWARE	PHILS HARDWARE - Keys and Trash bags	\$17.98
6/15/2016	PHILS HARDWARE	ACE - Sewer Cleanout Parts: Adapters and Plug	\$17.46
6/3/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (May)	\$17.10
6/9/2016	MISSION LINEN	MISSION LINEN - Mat Cleaning Services (May)	\$17.10
6/21/2016	MISSION LINEN	MISSION LINEN - Monthly Mat Services (June)	\$17.10
6/14/2016	SUBWAY 00116871	SUBWAY - Meal for Interview Panel for Wastewater	\$17.00
6/16/2016	SMITH AND LOVELESS INC	SMITH AND LOVELESS - Air Lines for Pista Grit	\$16.70
6/16/2016	PHILS HARDWARE	ACE - Weed Eater Line	\$16.49
5/27/2016	EDGE ANALYTICAL INC	EDGE ANALYTICAL - BOD Test, Total Suspended Solids	\$16.00
6/9/2016	BRYANT, LOVLIN & JARVIS	BRYANT,LOV & JARV - Public Works Misc. Matters	\$16.00
6/8/2016	STARBUCKS STORE 03373	STARBUCKS - PO 11005: M.Hansen/R.Tombleson Training Meal	\$15.90
6/3/2016	RICOH USA, INC	RICOH - City Hall PW Printer Copy Usage (May)	\$15.30
6/2/2016	DAIRY QUEEN #19366	DAIRY QUEEN - Lunch for OPRD Grant Presentation Salem	\$15.28
6/15/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Box and Packing Materials	\$15.00
5/26/2016	PHILS HARDWARE	PHILS HARDWARE - SWWTP Dig: Blade	\$14.99
6/3/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE LLC - Hanging Folders	\$14.99
6/6/2016	PHILS HARDWARE	PHILS HARDWARE - Nozzle Golf Course	\$14.99
6/8/2016	STARBUCKS #21935 PORTLAND	STARBUCKS - PO 11005: M.Hansen/R.Tombleson Training Meal	\$14.25
6/3/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Soap Bottle Cap	\$14.10
5/24/2016	IN MADRAS COMPUTERS	MADRAS COMPUTERS - Wireless Mouse	\$14.00
6/10/2016	PHILS HARDWARE	PHILS HARDWARE - Gap Reducer	\$13.98
6/10/2016	BI-MART	BI-MART - Water for PW	\$13.96
6/3/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Pens	\$13.74

Bank of America Purchase Cards

June 2016

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/16/2016	PHILS HARDWARE	PHILS HARDWARE - Oil for Parks	\$13.47
6/6/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY - Quick Couplers for Pressure Washer	\$13.08
6/1/2016	BULLET RENTAL AND SALES	BULLET RENTAL - Safety Glasses for Compactor	\$12.95
6/7/2016	STARBUCKS #14045 PORTLAND	STARBUCKS - PO 11005: M.Hansen/R.Tombleson Training Meal	\$12.75
6/9/2016	SAFEWAY STORE00019604	SAFEWAY - Snacks for RMAC meeting	\$11.97
6/8/2016	AG WEST SUPPLY MADRAS	AG WEST SUPPLY MADRAS -3 Point Pins for JD 750 Tractor	\$11.64
5/31/2016	SNOWS CLEANERS	SNOWS CLEANERS -Uniform Cleaning	\$11.50
6/14/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.50
6/22/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.50
6/22/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Cups	\$11.50
6/7/2016	SNOWS CLEANERS	SNOWS CLEANERS - Uniform Cleaning	\$11.00
5/25/2016	BI-MART	BI-MART - USB Cords	\$10.99
6/9/2016	PHILS HARDWARE	PHILS HARDWARE - Hose for Parks Restrooms	\$10.99
5/27/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Ship Note Book to Taurus	\$10.84
6/6/2016	American Energy	American Energy - Veh 802 Car wash	\$10.00
6/10/2016	MAIL COPIES & MORE LLC	MAIL COPIES & MORE - Name Plate for K. Hughes	\$10.00
6/17/2016	CHEVRON 0305210	CHEVRON - Gas for Trk 149 On-Call	\$10.00
6/10/2016	PHILS HARDWARE	PHILS HARDWARE - Wire Nuts for Wiring Main Drive Motor in City Hall	\$9.96
5/24/2016	MILLER LUMBER 0003	MILLER LUMBER - Stain Supplies for TS&S Lot	\$9.18
6/1/2016	ERICKSONS TW MADRAS	ERICKSONS - Snack for MRC Meeting	\$8.99
5/27/2016	American Energy	American Energy - Veh 802 Car Wash	\$8.00
6/7/2016	American Energy	AMERICAN ENERGY - Veh 1301 Car Wash	\$8.00
6/9/2016	BRYANT, LOVLIE & JARVIS	BRYANT,LOV & JARV - Misc. Split Billing	\$8.00
6/9/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - Email Encryption	\$8.00
6/9/2016	COVENANT TECHNOLOGY SOLUTIONS	COVENANT TECH - Email Encryption	\$8.00
5/23/2016	PHILS HARDWARE	PHILS HARDWARE - Easy Out for WW Pump Oiler	\$7.99
6/16/2016	GALLS HQ	GALLS - Embroiderable Blank Rectangle	\$6.99
6/20/2016	PHILS HARDWARE	PHILS HARDWARE - Fastener and Bolts	\$6.80
6/21/2016	CHEVRON 0210224	CHEVRON - Circle K Veh #602 Car Wash	\$6.00
6/21/2016	CHEVRON 0210224	CHEVRON - Circle K Veh 602 Car Wash	\$6.00
5/27/2016	PHILS HARDWARE	ACE - Safety Glasses for Drilling Concrete NWWTP	\$5.99
6/17/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Push Pins and Tape Dispenser	\$5.69
6/3/2016	JUNIPER PAPER&SUPPLY	JUNIPER PAPER - Soap Bottle Cap	\$5.55
6/17/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Staple Removers	\$5.03
6/17/2016	SW OFFICE SUPPLY/CASCADE	CASCADE OFFICE - Staple Removers	\$5.03
6/10/2016	IN TREASURE VALLEY COFFE	TREASURE VALLEY - Creamer	\$4.95
5/31/2016	MADRAS AUTO PARTS	MADRAS AUTO - Rope/Handle: Repair Part for Small Engine	\$4.89
6/3/2016	MISSION LINEN	MISSION LINEN - Seat Cover Cleaning (June)	\$4.00
6/21/2016	MISSION LINEN	MISSION LINEN - Seat Cover Cleaning	\$4.00
5/27/2016	BI-MART	BI-MART - Clothespins	\$3.98
6/14/2016	PITNEY BOWES PI	PITNEY BOWES - Equipment Term Rental (Jan-March)	\$3.94
6/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (June)	\$3.73
6/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (June)	\$3.16
6/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (June)	\$2.01
6/16/2016	PHILS HARDWARE	PHILS HARDWARE - Key Copy	\$1.99
6/21/2016	BI-MART	BI-MART - Battery for Flash Light	\$1.77
6/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (June)	\$0.57
6/3/2016	CRESTVIEW CABLE COMMUNICA	CRESTVIEW CABLE - Monthly Box Rental (June)	\$0.28
5/23/2016	PHILS HARDWARE	PHILS HARDWARE - Credit for Potting Soil	(\$0.02)
6/13/2016	MADRAS AUTO PARTS	MADRAS AUTO - Credit for Starter (Wrong Part)	(\$9.51)
5/27/2016	FLASHLIGHTDISTRIBUTOR.COM	FLASHLIGHTDISTRIBUTOR.COM - Credit for Flashlight	(\$12.32)

Grand Total \$79,377.39

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - BOTC"

Check Issue Date	Payee	Description	Check Amount
06/23/2016	JEFFERSON COUNTY COMMUNITY DEV	Jefferson Co. Building Permit Fees	40,806.51
06/07/2016	Latham Excavation	Fill Dirt for Airport West Access Road	21,000.00
06/07/2016	HIGH DESERT AGGREGATE & PAVING	Airport Runway 16-34 Construction Services	15,313.00
06/07/2016	DESCHUTES VALLEY WATER	Tie-in South	11,000.89
06/22/2016	MID OREGON PERSONNEL SERVICES	PO 10850: Parks/Golf Course Temp Help: 4/25-5/24	9,364.07
06/22/2016	PACIFIC POWER & LIGHT	800 SE Grizzly Road	8,808.89
06/22/2016	4-R EQUIPMENT, LLC	1084.23 Tons of State Spec Gravel	8,673.84
06/07/2016	JEFFERSON COUNTY SHERIFF	Dispatch Fees- June 2016	8,324.32
06/07/2016	CENTURY WEST ENGINEERING CORPO	Runway 16-34 Reconstruction Project	7,741.33
06/07/2016	CENTURY WEST ENGINEERING CORPO	Madras Access Road Professional Services	7,445.60
06/22/2016	HARPER, HOUF, PETERSON,	Wastewater Master Plan Update	7,202.19
06/07/2016	HARPER, HOUF, PETERSON,	Dairmler Proving Grounds	6,955.50
06/22/2016	HARPER, HOUF, PETERSON,	City Standards Update	6,578.00
06/22/2016	PACIFIC POWER & LIGHT	212 4th Street and 176 NE 7th Street	5,255.66
06/07/2016	CITY OF MADRAS SISTER CITY INC.	Additional Sister City Grant Funding FY 2015-16	5,000.00
06/22/2016	HARPER, HOUF, PETERSON,	Industrial Site Readiness Plan	4,988.50
06/23/2016	PORTLAND STATE UNIVERSITY	PO 10272:S.Puddy Master's Degree: 6 Credits-Summer 2016	4,321.00
06/22/2016	JEFFERSON COUNTY PUBLIC WORKS	May PW Fuel: 805 GAL Unleaded, 576 GAL Diesel	2,565.96
06/07/2016	MID OREGON PERSONNEL SERVICES	PO 10911: Street Temp Help: 04/25-05/24	2,529.38
06/07/2016	CENTURY WEST ENGINEERING CORPO	Madras Municipal Airport Environmental/Cultural Resources	2,508.00
06/22/2016	PACIFIC POWER & LIGHT	410 SW 4th Street	2,502.40
06/22/2016	BAGGETT INC. DBA	Lincoln St. Digup Main Line	2,502.00
06/07/2016	CITY OF MADRAS SISTER CITY INC.	Sister City Grant Funding FY 2015-16	2,500.00
06/07/2016	HARPER, HOUF, PETERSON,	Wastewater Maintenance Plan	2,317.75
06/22/2016	PACIFIC POWER & LIGHT	1st and B Street Lift Pump	1,996.66
06/07/2016	MID OREGON PERSONNEL SERVICES	Wastewater Temp Help: 014/25-05/24	1,960.80
06/07/2016	DESCHUTES VALLEY WATER	Kinkdade and A Street	1,801.86
06/22/2016	H.A. MCCOY	General City Engineering	1,800.00
06/22/2016	RYAN SIMMONS CONSTRUCTION	Replace Metal Jam Covers on (5) PW Doors	1,724.00
06/22/2016	RYAN SIMMONS CONSTRUCTION	Removed and Replaced Trim and Jam for PW Shop Door	1,724.00
06/22/2016	RYAN SIMMONS CONSTRUCTION	Install Metal Facia Cover on Maintenance Shop	1,550.00
06/07/2016	BERG, ROB	Airport Management Services (May)	1,500.00
06/22/2016	BAGGETT INC. DBA	Ruby St. Sewer Line Digup on Main Line	1,500.00
06/22/2016	H.A. MCCOY	H Street Pedestrian Improvement Project	1,350.00
06/22/2016	H.A. MCCOY	Bard Lane Phase 2 Project	1,300.00
06/22/2016	PACIFIC POWER & LIGHT	990 NW Birch Lane Pump	1,236.98
06/07/2016	MID OREGON PERSONNEL SERVICES	Social Eclipse Coordinator: 04/25-05/24	1,182.29
06/22/2016	JEFFERSON COUNTY PUBLIC WORKS	May PD Fuel: 558 GAL Unleaded	1,119.41
06/07/2016	MID OREGON PERSONNEL SERVICES	Finance Dept Temp Help: 04/25-05/24	958.10
06/07/2016	BMS Technologies	Prebill Amount for June Utility Bills	954.20
06/22/2016	FCS GROUP	Water and SDC Study	946.25
06/07/2016	FAZIO BROS.	top dressing sand	922.04
06/07/2016	BAGGETT INC. DBA	Grader Rental and Mobilization	900.00
06/07/2016	Ground Zero Timber Fallers Inc	Madras Police Station Tree Trimming	900.00
06/22/2016	ECO NORTHWEST	UGB Expansion Analysis	740.00
06/07/2016	MID OREGON PERSONNEL SERVICES	Parks Temp Help: 04/23-05/11	737.88
06/22/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- April-June 2016	675.28
06/07/2016	OREGON DEPARTMENT OF TRANSPORT	Outdoor Advertising Business License App	650.00
06/22/2016	OREGON CITY/COUNTY MANAGEMENT	Summer Conference Registration (G.Burriel/S.Puddy)	650.00
06/07/2016	ARROWHEAD PROFESSIONAL SERVICE	City Hall/PD Janitorial Services (May)	590.00
06/07/2016	MADRAS BODY & GLASS	Insurance Claim Vehicle Repair: PD Fleet	561.60
06/22/2016	PACIFIC POWER & LIGHT	1st and B at NW Corner	540.38

Check Issue Date	Payee	Description	Check Amount
06/07/2016	DESCHUTES VALLEY WATER	1200 NW Birch Lane	494.70
06/07/2016	Michael L. Porter	Paint Storage Containers	490.00
06/21/2016	RICOH USA INC	PD Copier Lease (July)	463.54
06/07/2016	BANK OF NEW YORK MELLON	Series 2012B Administration Fee FYn 2016-17	450.00
06/07/2016	Michael L. Porter	Paint Upper Wood and Doors in B St. Pump Station	450.00
06/07/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26	442.95
06/07/2016	DESCHUTES VALLEY WATER	NW Adler Street (Clubhouse)	426.85
06/22/2016	PACIFIC POWER & LIGHT	1990 NW Airport Way	415.71
06/22/2016	PACIFIC POWER & LIGHT	2028 NW Airport Way-Aviation Building	414.03
06/22/2016	RYAN SIMMONS CONSTRUCTION	Water Room Facia Cover Install	400.00
06/07/2016	Greh Fabrication, LLC	Weld Water Truck Hitch	385.00
06/22/2016	SEARS, SUMMER	MRC Budget Hearing, Resolution and Adj Support	375.00
06/07/2016	DEPARTMENT OF ENVIRONMENTAL QU	Design Capacity Average Dry Weather Flow per Gallon	360.00
06/22/2016	Net Assets Corp.	May 2016 Lien Searches- 35	352.00
06/07/2016	Michael L. Porter	Paint Upper Wood Doors in B St. Generator Room	350.00
06/22/2016	JEFFERSON COUNTY GEOGRAPHIC	City Special Events Map	350.00
06/07/2016	DESCHUTES VALLEY WATER	Cherry Lane and Andrews Way	349.80
06/22/2016	PACIFIC POWER & LIGHT	600 SW Marshall Street: Skate Park	319.05
06/22/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Parks Dept.	310.00
06/21/2016	RICOH USA INC	PW & City Hall Copier Lease (July)	309.02
06/21/2016	RICOH USA INC	PW & City Hall Copier Lease (July)	309.02
06/21/2016	RICOH USA INC	PW & City Hall Copier Lease (July)	309.02
06/07/2016	ARBOR 1 TREE SERVICE LLC	Amerititle/Sahalee Park Tree Trimming/Stump Removal	300.00
06/07/2016	MID OREGON PERSONNEL SERVICES	Community Dev. Temp Help: 4/25-5/24	294.12
06/07/2016	DESCHUTES VALLEY WATER	S. Adams and L Street	290.00
06/21/2016	RICOH USA INC	PW Plotter Lease (July)	288.36
06/22/2016	PACIFIC POWER & LIGHT	950 SE B Street Trail Lights	281.58
06/07/2016	DESCHUTES VALLEY WATER	Hess Street and Hwy 26	276.20
06/07/2016	DESCHUTES VALLEY WATER	Cherry Lane and Hwy 26 (New Meter)	264.70
06/07/2016	BUREAU OF LABOR & INDUSTRY	BOLI Fee: Airport West Access Road	250.00
06/07/2016	Royce Schlenker	Golf Course Membership Refund: R. Schlenker	229.16
06/07/2016	ARROWHEAD PROFESSIONAL SERVICE	PW Janitorial Services (May)	225.00
06/22/2016	PACIFIC POWER & LIGHT	2080 NW Airport Way #2	218.54
06/07/2016	ARROWHEAD PROFESSIONAL SERVICE	Airport Janitorial Services (May)	200.00
06/07/2016	ARROWHEAD PROFESSIONAL SERVICE	SWWTP Janitorial Services (May)	200.00
06/22/2016	JEFFERSON COUNTY COMMUNITY JUSTICE	Downtown Street Cleanup	200.00
06/07/2016	DESCHUTES VALLEY WATER	City View Trail	198.00
06/22/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- April-June 2016	192.11
06/07/2016	HIGH DESERT AGGREGATE & PAVING	Level 2, 1/2" HMAC	190.37
06/07/2016	DESCHUTES VALLEY WATER	Crescent Park Yarrow	188.80
06/08/2016	BURRIL, GUS W.	Mileage Reimbursement: COCO, COACT, EDCO, CIS	175.61
06/07/2016	Michael L. Porter	Paint Upper Wood Doors in Well Room	175.00
06/22/2016	Dorey Design Group	Support on MP3 Upload to Cities Website	172.50
06/22/2016	PACIFIC POWER & LIGHT	230 NW B Street	172.36
06/22/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	166.88
06/07/2016	HARPER, HOUF, PETERSON,	Well #3 Consultation	165.00
06/07/2016	DESCHUTES VALLEY WATER	Yarrow Roundabout	163.50
06/07/2016	BENDEL	Repair Phone Extension Line in Council Chambers	160.00
06/07/2016	GREEN THUMB INDUSTRIES LLC	Oak/11th and 12th/Cowden: Service Calls and Parts	153.00
06/07/2016	HARPER, HOUF, PETERSON,	City Hall Roof Fall Protection	149.00
06/22/2016	HANSEN, MEGAN	Mileage Reimbursement: Bank, Training, SaniStar	148.18
06/22/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	141.21
06/22/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- April-June 2016	125.24
06/22/2016	MONTGOMERY, BILL	Tomi City Gift for Mayor	125.00
06/07/2016	DESCHUTES VALLEY WATER	1076 SW Hwy 97 Irrigation	123.25
06/22/2016	PACIFIC POWER & LIGHT	Street Lights	119.49

Check Issue Date	Payee	Description	Check Amount
06/07/2016	DESCHUTES VALLEY WATER	Airport Way	114.05
06/22/2016	PACIFIC POWER & LIGHT	Corner of I and 5th Street	113.49
06/22/2016	Banner Bank c/o Lacie Johnson	Overpayment: Banner Bank: 298 SE Carmen	113.40
06/22/2016	CENTURYLINK	Internet Services for Golf Course (May-June)	108.98
06/07/2016	DESCHUTES VALLEY WATER	Bean Park	100.95
06/07/2016	DESCHUTES VALLEY WATER	1210 SW Hwy 97 Irrigation	100.95
06/22/2016	PACIFIC POWER & LIGHT	S Corner of Cherry and Demers Drive	100.83
06/22/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	90.04
06/22/2016	PACIFIC POWER & LIGHT	C Street Between 7th and 8th	88.18
06/07/2016	DESCHUTES VALLEY WATER	1167 SW Hwy 97 Irrigation	83.40
06/07/2016	Deposit Refunds	WA/Sewer Refund - J. Sweeney	82.91
06/07/2016	Reeve Paxson	WA/Sewer Refund - R. Paxson	80.80
06/22/2016	PACIFIC POWER & LIGHT	1st and B Shop	80.26
06/07/2016	GREAT EARTH NATURAL FOODS	Meal for Council Meeting	78.80
06/07/2016	Jessica Higgs	WA/Sewer Refund - J. Higgs	75.54
06/22/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (June)	75.00
06/22/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Skate Park Monthly Toilet Rental	75.00
06/07/2016	JEFFERSON COUNTY GEOGRAPHIC	City of Madras Aerial Map	70.00
06/22/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Streets Dept.	70.00
06/22/2016	JEFFERSON COUNTY GEOGRAPHIC	City of Madras Zoning Maps and Prep	70.00
06/22/2016	CASCADE NATURAL GAS	125 SW E Street- May 2016	67.30
06/22/2016	PACIFIC POWER & LIGHT	813 SW Hwy 97	65.10
06/22/2016	PACIFIC POWER & LIGHT	227 NE Jefferson Street #1	64.37
06/07/2016	HIGH DESERT AGGREGATE & PAVING	Level 2, 1/2" HMAC	63.45
06/22/2016	MONTGOMERY, BILL	Mileage Reimbursement: COIC Meetings	63.28
06/22/2016	PACIFIC POWER & LIGHT	216 NW B Street	61.26
06/07/2016	BOOKKEEPING BY BONNIE, LLC	Accounting services- May 2016	60.00
06/22/2016	PACIFIC POWER & LIGHT	Trail Lights: 682 NW Hwy 97	59.45
06/22/2016	PACIFIC POWER & LIGHT	380 Canyon Road	58.68
06/22/2016	CORIAN LLC	Business Cards: K. Hughes	58.50
06/22/2016	PACIFIC POWER & LIGHT	1st and D Impound Lot	57.65
06/22/2016	CASCADE NATURAL GAS	226 NW B Street- April 2016	56.89
06/07/2016	DESCHUTES VALLEY WATER	NE of 725 SE Buff Street	56.75
06/07/2016	AIRE-MASTER OF AMERICA INC.	Urinal Screen Cleaning, Deodorizer Service	56.00
06/22/2016	CENTURYLINK	Internet Services for Airport (May-June 2016)	55.70
06/07/2016	Shawna Pritchett	Sewer Refund- S. Pritchett	55.41
06/22/2016	PACIFIC POWER & LIGHT	675 SE Buff Street	50.72
06/22/2016	PACIFIC POWER & LIGHT	2260 NW Airport Way	46.16
06/22/2016	Greh Fabrication, LLC	Welding for Bushing with Set Screws	45.00
06/22/2016	PACIFIC POWER & LIGHT	28 NE Plum Street (Trail Lights)	41.14
06/07/2016	DESCHUTES VALLEY WATER	Cherry Lane and Andrews Way	39.85
06/22/2016	PACIFIC POWER & LIGHT	701 NW Cherry Lane	37.94
06/22/2016	PACIFIC POWER & LIGHT	216 NW B Street	37.82
06/22/2016	PACIFIC POWER & LIGHT	Birdie Lane: Sewer Lift	35.82
06/22/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Admin Staff	35.00
06/22/2016	MID OREGON PERSONNEL SERVICES	Pre-Employment Drug Screening: Wastewater	35.00
06/22/2016	PACIFIC POWER & LIGHT	2142 NW Berg Drive	32.71
06/22/2016	PACIFIC POWER & LIGHT	Corner of Tracie and Adams	32.02
06/07/2016	ONE CALL CONCEPTS INC.	Oregon Utility Notification Center Tickets (May)	30.45
06/22/2016	PACIFIC POWER & LIGHT	1838 NW Demers Drive Shop	29.37
06/22/2016	CASCADE NATURAL GAS	2028 NW Airport Way- May 2016	26.46
06/22/2016	Willow Canyon Properties	Overpayment: Willow Canyon: 585 SW 1st St.	26.02
06/22/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	25.67
06/07/2016	CIS	Supervisor Training- G. Burrell	25.00
06/07/2016	CIS	Supervisor Training- R. Fulton	25.00
06/07/2016	CIS	Supervisor Training- N. Snead	25.00

Check Issue Date	Payee	Description	Check Amount
06/07/2016	DESCHUTES VALLEY WATER	760 NW Birch Lane	23.75
06/07/2016	DESCHUTES VALLEY WATER	Berg Drive	23.75
06/07/2016	Pregnancy Resource Center	Overpayment: Pregnancy Resource	21.52
06/07/2016	DESCHUTES VALLEY WATER	898 SW Hwy 97	21.45
06/07/2016	Roger Tathwell Trust	Overpayment: R. Tathwell Trust	21.15
06/22/2016	Karen Sasser	Sewer Refund- K. Sasser	20.75
06/22/2016	PACIFIC POWER & LIGHT	B Street and Kinkade	18.58
06/22/2016	PACIFIC POWER & LIGHT	212 SW 5th Street, 2nd Meter	18.48
06/22/2016	PACIFIC POWER & LIGHT	Corner of 4th and J Street	18.48
06/22/2016	Clyde Gandee	Overpayment: C. Gandee	18.29
06/07/2016	DESCHUTES VALLEY WATER	Floyd and Kenwood	18.00
06/07/2016	DESCHUTES VALLEY WATER	800 SE Grizzly Road	18.00
06/07/2016	DESCHUTES VALLEY WATER	2020 NW Berg Drive	18.00
06/07/2016	DESCHUTES VALLEY WATER	SW Fairgrounds Road	18.00
06/07/2016	DESCHUTES VALLEY WATER	SE Buff Street (by Bus Barn)	18.00
06/07/2016	HURD, JEFF	Lunch for PW's Staff for Grant Presentation	16.68
06/22/2016	CASCADE NATURAL GAS	216 NW B Street- May 2016	15.24
06/22/2016	SILVER STAR TELECOM	Ethernet Local Loop and Business Internet (July)	12.66
06/22/2016	RESERVE ACCOUNT (PITNEY BOWES)	Reserve Account Postage- April-June 2016	12.37
06/22/2016	Justen Weygandt	Sewer Refund- J. Weygandt	8.40
06/07/2016	DESCHUTES VALLEY WATER	Tie-in Third	3.96
06/22/2016	CASH	Color Copy	2.00
06/22/2016	CERTIFIED LANGUAGES INTERNATIONAL LLC	Transalation Services: Front Desk: May 2016	1.98
06/22/2016	Lisa Webb	Overpayment: L. Webb	.94
06/07/2016	Banner Bank c/o Lacie Johnson	Sewer Refund- Banner Bank	.60
06/13/2016	RESERVE ACCOUNT (PITNEY BOWES)	Equipment Rental (Jan-March)	3.94- V
06/13/2016	RESERVE ACCOUNT (PITNEY BOWES)	Equipment Rental (Jan-March)	20.27- V
06/13/2016	RESERVE ACCOUNT (PITNEY BOWES)	Equipment Rental (Jan-March)	25.72- V
06/01/2016	Reeve Paxson	WA/Sewer Refund - R. Paxson	80.80- V
06/23/2016	MIDDLETON SEPTIC & PORTABLE TOILETS LLC	Monthly Toilet Rental for Golf Course (March)	150.00- V
06/13/2016	RESERVE ACCOUNT (PITNEY BOWES)	Equipment Rental (Jan-March)	168.07- V
06/01/2016	SISTER CITIES INTERNATIONAL	FY 2015-16 Grant Award	2,500.00- V
06/03/2016	BEAN, RAY	Pmt for Removal of Motor Home	3,112.00- V
Grand Totals:			<u>241,649.12</u>

Report Criteria:

Report type: GL detail

Bank.Account description = "General Ckg - BOTC"

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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, June 28, 2016 in the Madras City Hall Council Chambers located at 125 SW "E" Street.

CITY COUNCIL MEMBERS IN ATTENDANCE WERE:

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

CITY STAFF MEMBERS IN ATTENDANCE WERE:

City Administrator, Gus Burrell; City Attorney, Jeremy Green, with the firm of Bryant, Lovlien and Jarvis PC; HR and Administrative Coordinator, Sara Puddy; Finance Director, Kristal Hughes; Police Chief, Tanner Stanfill; Public Works Director, Jeff Hurd; Building/Fleet/Street Supervisor, Rod Fulton, and City Recorder, Karen J. Coleman.

ABSENT WERE:

Community Development Director, Nicholas Snead.

VISITORS IN ATTENDANCE WERE:

Jefferson County Commissioner, Mae Huston, and Matt and Mike McGowan, Payne West Insurance.

II PLEDGE OF ALLEGIANCE AND PRAYER

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

III CONSENT AGENDA

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

- A. Approval of Minutes From the June 14, 2016
City Council Work Session

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- B. Approval of Minutes From the June 14, 2016 City Council Meeting
- C. Approval of Annual Street Striping Services Deschutes County Public Works
- D. Approval of Letter of Support From the City of Madras to Jefferson County for the Federal Lands Access Program
- E. Approval of Land Use Agreement With Jefferson County for Stormwater Collection and Water Treatment Project
- F. Approval of Contract Amendment No. 4 to Professional Services Contract Century West Engineering - Madras Municipal Airport Environmental and Cultural Resources Screening for Non-Federal Aviation Administration Development Projects - Wetland Delineation - Vehicle Dynamics Area And Test Loop

Mayor Embanks noted the following change to the City Council meeting agenda:

▶ Resolution No. 19-2016

A resolution of the City of Madras acknowledging the City's continued recognition of the Jefferson County Treasury Investment Service Agreement and Fund Transfer Authorization, authorizing continued participation in the Jefferson County Pooled Treasury, and designating those officers and public officials who are authorized to request transfers and withdrawals. (Supersedes and replaces Resolution No. 08-2014).

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL ACCEPT THE [CONSENT] AGENDA WITH THE ONE ADDITIONAL COMMENT ON [THE] RESOLUTION [TO BE ADDED TO THE REGULAR MEETING AGENDA]. THE MOTION PASSED UNANIMOUSLY, 6/0.

IV VISITOR COMMENTS

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

There were no comments offered.

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V ANNUAL INSURANCE PRESENTATION

Mike McGowan came forward and introduced himself and Matt McGowan to the Council. He told the Council that they have good news for them. He then touched on a few of the areas that he considered the highlights this year.

General Liability Insurance

He mentioned that the City has Public Entity Liability Insurance with limits of \$5,000,000 per occurrence and \$15,000,000 aggregate. He brought Council's attention to the highlighted part on employment practices on page 3 of the handout and explained that this is the highest level of suits that they get probably in the entire state. They go to the City-County Insurance Services Conference and Special District Conference every year so as to stay up on all of the current losses and things that are going on, as well as on any coverage changes and those types of things, and this is hit the hardest.

There used to be zero deductibles, but now because of the poor decisions in city governments when hiring and firing employees they have decided to require a 10% deductible, up to a maximum of \$10,000. They want you to call their legal department if there are going to be terminations, layoffs, and those types of things and clear all of that with them otherwise you are going to get hit with higher deductibles. Staff knows this. He told the Council that we haven't really had any issues here.

Automobile Liability Insurance

He referred to page 4 and indicated that the Automobile Liability Insurance has not changed. At the bottom of the page is a list of vehicle additions and deletions that have taken place since the 2015 renewal.

Property and Flood Insurance

He explained that they had increased the property values by 2%. They do have appraisals conducted by City-County Insurance Services ever so often. There are things that have been added and things that they have taken off. The total limit changed from \$29,560,176 to \$30,165,878. The deductible is \$1,000.

Earthquake and Flood is the only exception to that rule as they have a higher deductible of \$25,000.

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He said that years back when you had some floods and didn't have the property insured, you would usually go to the Federal Emergency Management Agency (FEMA) to get money, but now as soon as you get their money they require you to buy insurance from them.

Matt McGowan referred to page 9 which lists the buildings that are currently covered by flood insurance.

Equipment Breakdown and Machinery

Mike McGowan indicated that page 6 contains the sub-limits that policies have. He explained that page 7 pertains to Equipment Breakdown Boiler and Machinery and is nothing more than a filler policy for our property.

Excess Crime

Mike McGowan told the Council that there are Oregon Statutes on who has to be bonded and who does not have to be bonded. They have eliminated all bonds now as the Excess Crime Insurance coverage actually satisfies all of the statutes whether it is a position bond or employee bond. It is better coverage as far as each position if the City were to have a loss where someone took money or whatever.

Excess Cyber

Mike McGowan brought Council's attention to page 8 and pointed out that as you see in the paper almost every day there is somebody being hacked (e.g. the IRS, the state, Target, etc.). He explained that anytime that you are the one that is collecting that data, you are probably going to be named if that data gets out. The average cost two years ago, per document (e.g. Social Security Number, Driver's License Number, etc.), just for notifications and the things that you have to do to comply with the new regulations that the Federal Government has in place, as well as some states, is \$188.00 for each document.

He explained that what they did to set that limit at the \$1,000,000 is look at how many credit cards the City accepts, the information the City has on its employees, etc. and determined that if that information gets out, the City will have a bad PR situation, and will want to satisfy all of those things. The hackers now are very, very smart. They no longer break through the fire walls; they have new ways of getting information. They

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were given some new examples by an FBI agent that became a hacker and learned how they are doing it. He said that it is not if, it is when it is going to happen.

Matt McGowan noted that they had recommended and implemented this coverage last year, as last year was the first year it was offered by City - County Insurance Services so the City decided to purchase it. All of the things that are included in the \$1,000,000 Excess Cyber coverage are listed on page 8. They found that a bulk of the cost comes from notification and regulatory expenses. There are some liabilities. He then provided an example of an incident that had occurred where someone could not obtain a loan for their business because someone had stolen their identification.

Mike McGowan referred to page 9 and explained the Storage Tank Pollution Liability coverage and Flood Insurance coverage. In a flood zone the deductible is \$500,000, so anything that is within the flood zone is insured along with some of the contents.

He advised Council that the City's Modification Factor for Workers' Compensation is one of the lowest out of about 60 of the public entities they insure. Julia Means a representative with SAIF met with HR and Community Coordinator Puddy not too long ago. They have an annual meeting with SAIF on most of their public entities and they were very pleased with the visit with Sara, the direction that the City is going in, and the policies and procedures that have been implemented to ensure employee safety. The Modification Factor went down from .92 to .87.

Matt McGowan explained that a 1.0 is basically what the insurance company expects you to have for losses, as somebody is always going to get hurt or something is going to happen. At being .87 the City is underneath the expected. The City is doing a good job and the refunds are shown in the premium side.

Mike McGowan briefly reviewed the Airport Liability Policy, the Pollution Liability for Airport Fuel Trucks, and the Railroad Liability Insurance as outlined on pages 11 and 12 of the Insurance handout for those in attendance.

The following coverage is being recommended:

General Liability Insurance (CCIS)	\$ 75,311.74
Automobile Liability Insurance (CCIS)	\$ 16,564.95
Auto Physical Damage (CCIS)	\$ 12,947.09
Equipment Breakdown Boiler & Machinery (CCIS)	Included
Property Coverage (CCIS)	\$ 37,493.85
Excess Crime (CCIS)	\$ 1,289.00
Excess Cyber (CCIS)	\$ 5,040.00
Multi-Line Credit (CCIS)	(\$ 4,269.53)

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Storage Tank Pollution Liability (American Safety)	\$ 1,466.64
Flood Coverage (American Bankers).	\$ 20,910.00
Workers' Compensation (SAIF)	\$ 28,809.00
Airport Liability Policy (ACE-USA).	\$ 3,310.00
Pollution Liability Fuel Trucks Airport (Crum & Forster Insurance)	\$ 3,237.45
Railroad Liability (Liberty Insurance)	<u>\$ 13,852.00</u>
Total Annual Premium Proposed for 2016-2017	\$215,962.19

Councilor Brick explained that the City keeps a lot of money in various funds and accounts. If someone were to hack into those accounts would the City be protected through the institution that is holding the funds?

Matt McGowan indicated that this is difficult to answer as it would depend on whose system they got into (e.g. the City's system or the financial institution's system), and how much liability you have.

Mike McGowan mentioned the need to look at the vendor's contract, and determine who is responsible for what, so we can transfer the risk to where it needs to be if it is their system or ours. They know where it goes on the cyber side of it because if you are the one that collected the information, even though you are not storing that information, or it is being stored on the cloud or something like that, the City is still going to be named.

Councilor Brick said that he just wants to be assured that the fund balances are protected, as well as the cost associated with protecting ourselves from the attack.

Mike McGowan assured Councilor Brick that the City will have some coverage for that.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL ACCEPT THE PRESENTATION AND RENEW THE INSURANCE AS PRESENTED. THE MOTIOIN PASSED UNANIMOUSLY, 6/0.

VI SUPPLEMENTAL BUDGET HEARING

A. Sewer Program / Capital Project Funds for Fiscal Year 2015-2016

1. Open Supplemental Budget Hearing

Mayor Embanks opened the Supplemental Budget Hearing at 7:20 p.m.

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2. Staff Report

Finance Director Hughes advised Council that this is the final budget resolution for 2015-2016. No formal action is required at this time. The resolution will be reviewed later during the meeting.

3. Comments From the Public

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

There were no comments offered.

4. Close Supplemental Budget Hearing

Mayor Embanks closed the Supplemental Budget Hearing at 7:21 p.m.

5. No Action Required at This Time. Formal action will be by Resolution Following the Supplemental Budget Hearing.

VII RESOLUTIONS

Resolution No. 19-2016 was added to the regular meeting agenda prior to Council's approval of the Consent Agenda, and even though it was discussed later during the meeting, it has been moved up so that all resolutions that were presented will be listed under Section VII (resolutions).

A. RESOLUTION NO. 17-2016

A resolution authorizing the installation of four 25 mph speed zone signs, two on S.E. Tracie Street, and two on S.E. Turner Street, to help slow traffic and provide a safer environment.

Building/Fleet/Street Supervisor Fulton told the Council that there had been several complaints received pertaining to the Turner and Tracie Street location in Dave's Homes after they had adjusted the "J" Street Project. There is a lot of traffic coming off of South Adams Drive going through that subdivision. Several homeowners have called in and complained about speeding traffic. They wanted stop signs installed there, but after talking to the Oregon Department of

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Transportation and the City's Engineer, Wen Jou, from Harper, Houf, Peterson and Righellis, they felt that this situation could be resolved with the installation of speed signs in those neighborhoods to try to slow the traffic down.

They are proposing to install two speed signs on S.E. Turner Street between Tracie Street and "L" Street, another one on Dave Street and Tracie Street, and the last one will be located on the eastbound traffic on Tracie Street going towards South Adams Drive.

Passage of the resolution will assist the Madras Police Department with their enforcement efforts in that area. There is a lot of truck traffic down there that is going faster than 25 mph. He indicated that he is meeting Joel McCarroll, Traffic Manager, with the Oregon Department of Transportation, to try to get some additional signage on South Adams Drive that would say "Highway 97 Left on L Street". At this time there is no signage. They are wanting to wait and see what happens with these signs before they start adding additional signs to the area.

Councilor Ladeby wanted to know if they could put 25 mph on the speed radar trailer and place it in that area intermittently until the speed signs are installed to let the public know to slow down.

Building/Fleet/Street Supervisor Fulton assured him that this would not be a problem as the Public Works Department moves the radar trailer around to various locations at the request of the Police Department.

Mayor Embanks referred to the "stop here" sign that was installed on U.S. Highway 97 and "J" Street and said that there are a lot of people traveling northbound that stop at that intersection because they think that it is a stop sign.

Building/Fleet/Street Supervisor Fulton explained that this is fairly new. He contacted the Department of Motor Vehicles about it and was advised that it is our responsibility as a driver to look into what new laws there are. It is something that ODOT installed for pedestrian safety at "J" Street. It is his belief that the sign will be removed when they put the lights in there.

Mayor Embanks agreed that this will protect pedestrians, but said that it could kill somebody in a car as they will run into the vehicle that is stopped.

Building/Fleet/Street Supervisor Fulton offered to contact Joel McCarroll, Traffic Manager, with the Oregon Department of Transportation (ODOT), and ask for more clarification on the signage. He told the Council that he knows that part of it had to do with the big power pole that was installed adjacent to Prince's property because there is not a lot of sight distance there.

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Mayor Embanks suggested that ODOT should probably have provided some education on this.

Building/Fleet/Street Supervisor Fulton mentioned the possibility of placing something in the newspaper.

Mayor Embanks added that the City could place something on the City's website that might say "new regulations" or "new signs" or something like that to help educate the public.

Councilor Ladeby pointed out that we have tried to educate people in the school zones to reduce their speed to 20 mph and they fly through the school zones unless they see an officer. You can only educate people so much. They have to take some responsibility to read a sign.

He mentioned that he has heard people complain over and over again about the large power pole. He indicated that he has driven that with his SUV, driven it with his BMW that sits low to the ground, and has driven it with his motorcycle and he has had no difficulty seeing traffic coming if you pay attention.

A MOTION WAS MADE BY COUNCILOR BARTT BRICK AND SECONDED BY COUNCILOR TOM BROWN THAT COUNCIL APPROVE RESOLUTION NO. 17-2016 AUTHORIZING THE INSTALLATION OF FOUR 25-MPH SPEED ZONE SIGNS. THE MOTION PASSED UNANIMOUSLY, 6/0.

B. RESOLUTION NO. 18-2016

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

Finance Director Hughes explained that there are two primary objectives to the resolution; one is to move contingency in the Sewer Fund for the Wastewater Operations Program and the other part to the resolution is to take care of the debt expense that the City has after the refinance last fall. She asked that the City Council accept Resolution No. 18-2016.

A MOTION WAS MADE BY COUNCILOR GARY WALKER AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT THE CITY COUNCIL APPROVE AND ADOPT RESOLUTION NO. 18-2016 AS PROPOSED. THE MOTION PASSED UNANIMOUSLY, 6/0.

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C. RESOLUTION NO. 19-2016

A resolution of the City of Madras acknowledging the City's continued recognition of the Jefferson County Treasury Investment Service Agreement and Fund Transfer Authorization, authorizing continued participation in the Jefferson County Pooled Treasury, and designating those officers and public officials who are authorized to request transfers and withdrawals. (Supersedes and replaces Resolution No. 08-2014).

Finance Director Hughes explained that the County was kind enough to send the City this letter, while referring to a letter attached to the staff report, because of the staffing changes at both the County and the City. This is more of a formality, but we need to have it in the record that the individuals assigned in the resolution are authorized to take care of the funds at both the City and the County level.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE AND ADOPT RESOLUTION NO. 19-2016 AS PROPOSED. THE MOTION PASSED UNANIMOUSLY, 6/0.

VIII PROPOSED CITY OF MADRAS PERSONNEL MANUAL FY 2016-2017 UPDATES

HR and Administrative Coordinator Puddy reminded the Council that each year at about this time she puts together a document that outlines any changes, at the legislative level, that aligns our Personnel Manual with best practices or practices as an agency to help ensure that our Personnel Manual is updated and current. The spreadsheet shows the page number and the change that has been made. She explained that she has also provided a copy of the actual Personnel Manual document, and in that document, anything that is highlighted shows the exact changes and verbatim wording for those changes.

She offered to pull the proposed changes up on the overhead projector if Council would like to go through any of the revisions. She then offered to answer any questions they might have.

Councilor Ladeby said that he thinks that HR and Administrative Coordinator Puddy did a good job in summarizing what the changes were versus reading the whole document. He indicated that he is happy with what he saw and said that he actually went to the document and read anything that he had a question on

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Mayor Embanks pointed out that a lot of the proposed changes are changes that the Council has already talked about (e.g. changing the probationary period from 6-months to 12-months, the changes to the Employee Education Assistance Program (EEAP), etc.).

A MOTION WAS MADE BY COUNCILOR RICHARD LADEBY AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT THE CITY OF MADRAS PERSONNEL MANUAL UPDATES, AS PROPOSED FOR THE FISCAL YEAR 2016-2017, [BECOME] EFFECTIVE JULY 1, 2016. THE MOTION PASSED UNANIMOUSLY, 6/0.

IX FBO AGREEMENT / AIRPORT MANAGEMENT SERVICES AGREEMENT / LEASE AGREEMENT

City Administrator Burri explained that City Attorney Green is putting the final touches on three agreements (e.g. a lease of facilities, Fixed Base Operator, and Airport Management Services Agreement). The agreements were not available for tonight's meeting due to workload and timing issues; however, City Attorney Green has scheduled to have those out tomorrow. He told the Council that what he would like to do is get the agreements in their hands and get feedback from them over the next several weeks as we seek to finalize them. He will continue to work with City Attorney Green and Rob Berg to finalize the agreements, and will bring them back to the next available meeting.

He mentioned that he would like to ask for Council's permission to continue services under the existing agreement until such time as the new agreements are finalized and presented to them for approval.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT WE CONTINUE UNDER THE EXISTING AGREEMENT, AND THAT THE PRICE RAISE BE EFFECTIVE AS OF JULY 1, 2016. THE MOTION PASSED UNANIMOUSLY, 6/0.

X LOC LEGISLATIVE PRIORITIES - 2017

Mayor Embanks reminded Council that they need to select four priorities from the list of priorities that were provided by the League of Oregon Cities. He told the Council that the City's lobbyist has recommended that we work on the Transportation Funding Package as this is something that we desperately need. This will be one of the first of the four. In his opinion, 9-1-1 Emergency Communications is important as well.

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City Administrator Burril mentioned that the Public Works Department was particularly interested in the Transportation Funding Package and Rights-of-way for Telecommunication.

Police Chief Stanfill suggested the need for 9-1-1 Emergency Communications as a priority as this fund gets robbed every year.

City Attorney Green said that with respect to the Right-of-ways and Franchise Fees, as someone who is in the trenches negotiating these agreements all of the time, the Rights-of-way is critical, in particular our home rule charter authority. We have dealt with home rule issues on two or three different occasions over the last 12 to 18 months.

Mayor Embanks confirmed that everyone was okay with the Transportation Funding Package, Rights-of-ways, Franchise Fees, and 9-1-1 Emergency Communications as the City's four priorities.

Councilor Brick noted that his list had been Transportation, Technology Funding, Housing Assistance, and Green Energy Initiatives.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT COUNCIL DO THE FIRST FOUR, TRANSPORTATION, 9-1-1, RIGHTS-OF-WAY AND FRANCHISE FEES. THE MOTION PASSED UNANIMOUSLY, 6/0.

XI SOLAR ECLIPSE PLANNING UPDATE

City Administrator Burril explained that the next monthly meeting will be held on July 13, 2016. He reported that he is meeting with Lisa Vattimo about two days a week. They are currently waiting on the Jefferson County Tourism Group to either accept or deny moving forward with using the Airport property. The group is currently reviewing the proposal. They have asked for information on the water and power to the site. We have them in contact with Pacific Power and the Deschutes Valley Water District to assess that further and let those utilities know that we need their assistance to work with Jefferson County Tourism Group.

He and Lisa Vattimo are thinking of issuing the Jefferson County Tourism Group a notice advising them that we need to know their intentions within a certain timeframe so we can either move forward with them or start to develop our Plan B. He said that he will be working with her this week to decide when they want to clarify that intention.

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He told the Council that he knows that Lisa has been working with Chamber Director, Joe Krenowicz, and that they have scheduled assistance with the website developer to get the Chamber's site up and an outline of what we want on there for connections to all of our businesses in the area, including housing, restaurants, entertainment and trying to get links to the Solar Fest or other activities in the area.

He mentioned that there was one article in the Bulletin, and that they plan further press releases and getting ourselves marketed. This is why they need to set a deadline for a response from the Jefferson County Tourism Group.

Police Chief Stanfill announced that on July 13, 2016 they are going to start breaking away from the regular core group. Public Safety will be getting together and having their own meetings, but will continue to communicate with that overall group. This way they can focus on Public Safety.

Councilor Brick explained that he is very comfortable that Lisa Vattimo is developing a process and a plan that will give Council the information they need in a timely manner so that if the Council needs to make decisions, they will be able to make them before it is a disaster.

In his opinion, the Jefferson County Tourism Group needs to provide a response very soon.

Mayor Embanks agreed that we need to get a decision as soon as possible so we can react to it.

We have an opportunity here for a number of people that would never come to Madras, to see Madras for the first time, and there is the potential that some of these people may really like the area and want to retire or want to move here which would add to our population.

XII AUTHORIZATION FOR USE OF COMMUNITY CLEANUP FUNDS FOR NUISANCE ABATEMENT ON 283 S.W. "H" STREET

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BARTT BRICK THAT COUNCIL AUTHORIZE \$5,000 OF COMMUNITY CLEANUP FUNDS FOR NUISANCE ABATEMENT AT 283 S.W. "H" STREET. THE MOTION PASSED UNANIMOUSLY, 6/0.

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XIII ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

▶ **PUBLIC WORKS DEPARTMENT REPORT**

Public Works Director Hurd presented the following information:

- **STIP Funding - "H" Street Pedestrian Improvement Project**

The City made the 100% list on our STIP funding so we will be funded for the Sidewalk Project on "H" Street in 2018.

- **Jefferson County Grant Application for the Willow Creek Trail to Lake Simtustus Project**

Staff is assisting Jefferson County with their grant application for the Willow Creek Trail Project down to Lake Simtustus. The application is due this week.

- **Trip to Tomi City, Japan**

The students that traveled to Tomi City, Japan, are being invited to the July 26, 2016 City Council meeting to make a 10 to 15 minute presentation about their experience and what they did.

- **Fourth of July**

The City is going to have a float for the Fourth of July this year.

▶ **POLICE DEPARTMENT REPORT**

Police Chief Stanfill presented the following information:

- **Fourth of July**

The Madras Police Department will be doing a Traffic Safety / DUII blitz. The Department gets some grant funding through the Oregon Department of Transportation which allows them to do this. They will be out enforcing

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traffic laws and pulling some vehicles over to try to reduce the number of intoxicated drivers.

- Burglary Ring

They had a small burglary ring form. They hit a few businesses. They were in their earlier stages. Some of our local citizens, who had been victims of theft, assisted them in basically sitting up a sting to get their stolen property back. The Department assisted with this and hopefully has put a stop to that ring.

These rings come up every once in awhile. You get a few guys that get together and they start doing these burglaries. They are devastating for the local businesses. To be able to put a stop to that on the front end was really nice. His guys did a great job.

▶ FINANCE DEPARTMENT REPORT

Finance Director Hughes reported that the audit has started. She said that she has been here for about a month and has had a great time. She looks forward to the future.

▶ HR AND ADMINISTRATIVE COORDINATOR COMMENTS

HR and Administrative Coordinator Puddy provided the following information:

- LOC Conference

She mentioned the need for those Council members that were planning on attending the LOC Conference to give her a call on Thursday, June 30, 2016, so she can get them registered at the hotel where the conference is being held this year. The LOC Conference is scheduled to be held on September 29, 2016, September 30, 2016, and October 1, 2016.

- Annual Employee Picnic

The annual employee picnic is going to be held on Friday, July 22, 2016 from noon to 2:00 p.m. over at the Public Works Department.

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All of the staff members typically attend with their significant others. All elected officials are invited to attend. This year's theme is Luau, so instead of burgers they will be doing pulled pork sandwiches, etc. Everyone is welcome to bring a side dish if they would like to.

- Customer Satisfaction Survey

She mentioned that she will be collecting the data from the Customer Satisfaction Survey and that she will be presenting the results of the survey to Council during their regularly scheduled City Council meeting on July 26, 2016.

- Wellness Program

HR and Administrative Coordinator Puddy indicated that as a one-year recap, this time last year Council had authorized the first implementation of the City's Wellness Program. The staff participation was 70% this last year which was by far higher than what a typical agency sees, especially for a first year implementation of that form of program. She thanked Council on behalf of the staff as it has really made some healthy decisions and life style changes for the staff. She has seen a lot of different ways that those program dollars have been utilized. She estimated that they are going to see the participation percentages go even higher this year.

▶ CITY ADMINISTRATOR COMMENTS

City Administrator Burril reported on the following:

- CENTRAL OREGON REGIONAL SOLUTIONS TEAM -

Solar Eclipse

He explained that the Central Oregon Regional Solutions Team, which has one of the Governor's representatives serving on it, met a couple of weeks ago. He and Jefferson County EDCO Manager Brown gave an overview of priorities where they did mention the Solar Eclipse and how we should work as a group to get the citizens and visitors here and back safely.

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Urban Growth Boundary Expansion

He said that they talked about UGB Expansion and how do we bring our Airport in over time so that we can be more of a streamlined agency and be a sustainable model for providing services to it.

Airport Development

He explained that at that meeting the Oregon Department of Aviation stated that over the next 5-years they have scheduled to make more grant funding available to public airports and that we could apply for up to \$150,000.

They will be awarding twelve to thirteen grants per year and possibly increasing this more as they go. That grant will come out this fall.

He indicated that he will be working with Public Works Director Hurd and looking at what would be our best opportunities for use of that first round of funding.

- JOINT TRANSPORTATION COMMITTEE MEETING

City Administrator Burril reported that he had a meeting with the City - County Managers from Central Oregon last week and they are setting the agenda sites on how to be effective at the Joint Transportation Committee Meeting that will be held at the Central Oregon Community College in Bend on August 18, 2016.

The idea had been to possibly find one or two business leaders from each community to speak on what roads in decent condition means to them for their business here in this region. They are going to try to organize a presentation to that committee. That committee is the one that will decide this winter and coming spring if they are going to pass a funding package for transportation, so they are strategically looking at how to get their voice in there in an effective way.

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- DAIMLER PHASE II PROJECT

He advised Council that he, Public Works Director Hurd, Community Development Director Snead, and Jefferson County EDCO Manager Brown are meeting every two weeks with Daimler. They want to do some Phase II construction work while they are doing Phase I construction this fall. They are working on clearing them environmentally like we did in Phase I of the project. Staff will probably be bringing a lease amendment for Council consideration in August, 2016.

- ANNUAL PERFORMANCE REVIEWS

He reported that this is the time of year that they do the Annual Performance Reviews, so they are pretty busy trying to get through some procedure and feedback to staff and get goals set for next year.

▶ CITY ATTORNEY COMMENTS

City Attorney Green reminded the Council that at the next Council meeting we will be going to the audio recording system and so it is critically important that everyone clearly articulate their motions, votes, and discussion points.

▶ CITY COUNCIL COMMENTS

Councilor Schmidt referred to the lot between Fourth and Fifth Street on "B" Street which had been smoothed out, and mentioned that the lot is in the best shape that he has seen it look in years

Mayor Embanks told Councilor Schmidt that Ag West is going to put their equipment on that lot while they are waiting to transition to the Parr Lumber property.

Councilor Brown referred to the former Jensen Hangar at the Airport and wanted to know what the current status is.

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City Administrator Burril explained that we budgeted to do repairs on the hangar in this coming fiscal year. He said that we do not have any particular plans or specifications for the proposed repairs. We have a walk through with a contractor we used approximately a year ago. He will need to work with Public Works Director Hurd on how to bid the repairs on it.

We finally got the mobile home removed from the premises, have been doing some waterline repairs, and have been cleaning up some electrical lines around there.

Councilor Brown noted that we are entering the third budget cycle since we acquired that property and it is rentable.

City Administrator Burril pointed out that the City should not be leasing it right now. The quote on the recommended repairs had been approximately \$40,000 and the City didn't have that much money over the last couple of years to do that. Staff set aside some money to fix windows in the North Hangar, and for some other repairs, and is finishing our match to get the new fuel tanks in. He assured Councilor Brown that he is sensitive to what he is saying, but there are a lot of things at the Airport that needed attention and we have been spending a fair amount of money up there. He agreed that we need to get the hangar fixed and get it leased.

XIV ADJOURN

The City Council meeting was adjourned at 8:11 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS

Request for Council Action

Date Submitted: July 18, 2016
Agenda Date Requested: July 26, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Amendment No. 5 to Professional Services Contract – Century West Engineering Madras Municipal Airport Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects – Wetland Delineation – Vehicle Dynamics Area and Test Loop.

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council Ratifies Amendment No. 5 to the Professional Services Contract between the City of Madras and Century West Engineering for the Madras Municipal Airport Supplemental Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects—Wetland Delineation – Vehicle Dynamics Area and Test Loop.

DESCRIPTION:

Contract amendment No. 5 to the Professional Services Contract with Century West Engineering and the City of Madras includes the following:

1. Time Extension to December 30, 2016 with no additional charge

STAFF ANALYSIS:

Daimler is proposing to develop a vehicle dynamics area and test loop at the Madras Airport. A wetland reconnaissance conducted on July 21, 2015, identified the potential for jurisdictional

wetlands to occur in the area. It has been identified that additional wetland mapping is needed in this area. Due to the additional work added to Century West's contract we need to extend their contract to December 30, 2016 to allow time for this work to be completed.

Staff proposes that the Council Ratifies Contact Amendment #5 for the Professional Services Contract between the City of Madras and Century West Engineering for the Madras Municipal Airport Supplemental Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects—Wetland Delineation – Vehicle Dynamics Area and Test Loop.

SUMMARY:

A. Fiscal Impact:

• Original Contract – Century West Engineering	\$ 8,570.00
• Contract Amendment No. 1	\$25,071.00
• Contract Amendment No. 2	\$ 4,507.00
• Contract Amendment No. 3	\$11,227.50
• Contract Amendment No. 4	\$ 2,500.00
• Contract Amendment No. 5	\$ 00.00
• Revised Contract Amount	\$51,875.50

B. Funding Source:

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

C. Recognition of Collateral Material and Technical Report:

- Contract Amendment No. 5

RECOMMENDATION:

Formal Action/Motion that Council Ratifies Amendment No. 5 to the Professional Services Contract between the City of Madras and Century West Engineering for the Madras Municipal Airport Supplemental Environmental & Cultural Resources Screening for Non-Federal Aviation Administration Development Projects—Wetland Delineation – Vehicle Dynamics Area and Test Loop.



THE CITY OF MADRAS

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

CONTRACT AMENDMENT

Date: 6/28/2016
Amendment # 5

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

Phone: 541-322-8962

Fax:

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

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

- 1 Contract Time Extension to December 30, 2016 for additional work
- 2 _____
- 3 _____

- 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 to December 30, 2016

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

ITEM	UM	QTY	UP	DESCRIPTION	
1	LS	1.00		Contract Time Extension no additional cost	
2	LS	1.00			\$ -
3	LS	1.00			\$ -
4	LS	1.00			\$ -
5	LS	1.00			\$ -

TOTAL AMENDMENT AMOUNT: \$ -

TOTAL REVISED CONTRACT AMOUNT: \$ 51,875.50

CITY OF MADRAS:

Gus Burrell, City Administrator

Signature:

Gus W. Burrell

Date Signed:

6/29/16

Century West Engineering

Name:

Mark Rogers

Signature:

[Signature]

Date Signed:

7/6/16

CITY OF MADRAS

Request for Council Action

Date Submitted: July 15, 2016
Agenda Date Requested: July 26, 2016
To: Mayor and City Council Members
Through: Rod Fulton, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Ratification of Contract Change Order No. 3 Construction Services Contact with Latham Excavation for Crushing Material for the Madras Municipal Airport West Access Road

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council Ratifies Contract Change Order No.3 for Latham Excavation Construction Services Contract to extend the contract to July 30, 2016, and allow Latham Excavation to provide additional rock needed for back fill for the Madras West Access Road Project in the amount of \$8,640.

DESCRIPTION:

Contract Change Order No. 3 includes the following:

1. Contract time extension to July 30, 2016 no additional cost
 2. Latham Excavation to provide back fill for the water line in the amount of \$8,640.00
- Total amount of Contract Change Order #3 = \$8,640.00

STAFF ANALYSIS:

Staff discussed with Latham Excavation about extending their contract to July 30, 2016 to allow them adequate time to provide additional rock crushing services. Staff is requesting 1,080 tons of crushed rock to back fill the water line being installed on the Madras Municipal Airport West Access Road. We have a current contract with Jack Robinson and Son's to provide rock at \$8.00 per ton. When staff contacted Jack Robinson & Sons due to low quantities they were unable to provide the additional rock needed for the backfill.

Latham Excavation will provide the needed backfill material at the same cost as Jack Robinson and Son's a cost of \$8.00 per ton for an estimated total being \$8,640.00.

Staff is recommending Council approve the Ratification of Change Order No. 3 for Latham Excavation Construction Services Contract to extend the contract to July 30, 2016, and allow Latham Excavation to provide additional rock needed for back fill for the Madras West Access Road Project in the amount of \$8,640.

SUMMARY:

A. Fiscal Impact:

Madras Municipal West Access Road Project (aka Daimler Road)

• Design and Const. Engineering (Century West)	=	\$ 125,473.00
• Construction Services Contract Material (Latham)	=	\$ 35,700.00
▪ Change Order #1 (Time Extension)	=	\$ 0.00
▪ Change Order #2	=	\$ -14,700.00
▪ Change Order #3	=	\$ 8,640.00
• Revised Contract Amount	=	\$ 29,640.00
• Mat. and Equip. for Road Construction (estimated)	=	\$ 78,135.00
• Road Construction (City Forces In Kind)	=	\$ 131,415.00
• Land Dedication for Road	=	\$ 154,149.00
• Water Line Estimated (DVWD)	=	\$ 143,000.00
• Road Construction – Contracted (TBA)	=	\$1,430,945.42
• Contingency	=	\$ 194,279.00
• Total Road Project Cost	=	\$2,287,036.42

Revenue

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

B. Funding Source:

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

C. Recognition of Collateral Material and Technical Report:

- Change Order No. 3

RECOMMENDATION:

Formal Action/Motion that Council Ratifies Contract Change Order No.3 for Latham Excavation Construction Services Contract to extend the contract to July 30, 2016, and allow Latham Excavation to provide additional rock needed for back fill for the Madras West Access Road Project in the amount of \$8,640.



THE CITY OF MADRAS

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

CONTRACT CHANGE ORDER

Date: 6/1/2016
Change Order No. 3

TO: Latham Excavation
84 SE 5th Street #100
Bend Oregon 97702

Phone: 541-382-8267
Fax:

PROJECT: Rock Crushing for Madras Municipal Airport West Access Road

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

Increase contract time to July 30, 2016 for additional rock crushing at \$8.00 per ton estimated at 1,080
1 tons

The additional material is needed due to Jack Robinson & Sons were unable to provide the
necessary rock needed for the water line back fill.

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

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

- None
- Describe:

Contract time increased to June 1, 2016.

ORIGINAL CONTRACT AMOUNT:	\$ 35,700.00
PREVIOUS CHANGE ORDER #2	\$ (35,700.00)
1 CY -6000.00 \$ 5.95 Crush 3" Minus On Airport Site	
2 CY 7000.00 \$ 3.00 Supply Clean Fill From Saint Charles Madras Excavation	\$ 21,000.00
ITEM UM QTY UP DESCRIPTION	\$ -
1080 Ton \$ 8.00 Rock Crushing at \$8.00 per ton	\$ 8,640.00
TOTAL REVISED CONTRACT AMOUNT:	\$ 29,640.00

CITY OF MADRAS:

Gus Burrell, City Administrator

Signature:

Gus W. Burrell

Latham Excavation

Name:

Luke McClain PM

Signature:

[Signature]

Staff is recommending Council approve Change Order No. 3 to extend H. A. McCoy Engineering & Surveying, LLC. Professional Services Contract to October 31, 2016.

SUMMARY:

- A. Fiscal Impact:
 - NA

- B. Funding Source:
 - Transportation Operations Fund, Capital Outlay, H Street Pedestrian Improvement Project, 204-040-540-1317
 - Change Order No. 3 requires no additional cost to the project therefore a budget resolution will not be required.

- C. Recognition of Collateral Material and Technical Report:
 - Change Order No. 3

RECOMMENDATION:

Formal Action/Motion that Council Ratifies Contract Change Order No.3 for H.A. McCoy Engineering & Surveying Professional Services Contract for the H Street Pedestrian Improvements Project to extend the contract to October 31, 2016.



THE CITY OF MADRAS

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

CONTRACT CHANGE ORDER

TO: H.A. McCoy Engineering & Surveying
P.O. Box 533
Redmond, Oregon 97756

Date: 7/11/2016
Change Order No. 3

Phone: 541-604-6735
Fax:

PROJECT: H Street Pedestrian Improvements Project

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

1 Increase contract time to October 31, 2016

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

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

- None
- Describe:

Contract time increased to October 31, 2016.

ORIGINAL CONTRACT AMOUNT:	\$ 20,500.00
PREVIOUS CHANGE ORDERS	\$ -
ITEM UM QTY UP DESCRIPTION	\$ -
_____	\$ -
_____	\$ -
_____	\$ -
TOTAL REVISED CONTRACT AMOUNT:	<u>\$ 20,500.00</u>

CITY OF MADRAS:

Gus Burrell, City Administrator

Signature:

Gus W. Burrell

Date Signed:

7/11/16

H.A. McCoy Engineering and Surveying

Name:

H.A. McCoy

Signature:

[Signature]

Date Signed:

7/13/16

CITY OF MADRAS

Request for Council Action

Date Submitted: July 15, 2014
Agenda Date Requested: July 26, 2014
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn Public Works Administrative Assistant
Subject: Intergovernmental Agreement No. 31611 between the City of Madras and the Oregon Department of Transportation for the 2016 Fund Exchange Agreement

TYPE OF ACTION REQUESTED:

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

Formal action / motion: that Council approves Intergovernmental Agreement No. 31611 between the City of Madras and the Oregon Department of Transportation for the 2016 Fund Exchange and authorizes the Mayor and Legal Counsel to sign on behalf of the City of Madras.

DESCRIPTION:

The attached ODOT Agreement No. 31611 allocates \$65,135.00 Surface Transportation Program Funds to the City of Madras for costs associated with the following projects:

1. Madras Bike and Skate Park to Youth Fishing Pond - Construct approximately 900 lineal feet of paved trail, 10 feet in width, from the Madras Bike and Skate Park to J Street.
2. 12th Street Paving Project – Pulverize existing pavement compact and overlay with 3” of AC for 32 foot width only. Approximately 16,000 SF
3. Hwy 97 and Hall Road Street Lighting – Install one cobrahead street light on either the north side or south side of Hall Road and US 97.

4. 7th Street Paving Project – Excavate travel lane and reconstruct to City of Madras Minor Collector Standards. 230' x 14' approximately.

STAFF ANALYSIS:

The Surface Transportation Program allocates a proportional share of this funding to counties and local governments to be used towards federal eligible surface restoration projects. The agency can exchange the federal funds for state funds at a rate of \$0.94 on the dollar. Transferring of the funds allows more flexibility in the use of these funds.

The City of Madras FY 2016-17 Capital Improvement Projects for streets include the following projects:

1. Madras Bike and Skate Park to Youth Fishing Pond - Construct approximately 900 lineal feet of paved trail, 10 feet in width, from the Madras Bike and Skate Park to J Street.
2. 12th Street Paving Project – Pulverize existing pavement compact and overlay with 3” of AC for 32 foot width only. Approximately 16,000 SF
3. Hwy 97 and Hall Road Street Lighting – Install one cobrahead street light on either the north side or south side of Hall Road and US 97.
4. 7th Street Paving Project – Excavate travel lane and reconstruct to City of Madras Minor Collector Standards. 230' x 14' approximately.

These exchange funds were anticipated in the FY 2016-17 budget and therefore will not require a budget resolution.

Staff's recommendation is to execute the 2016 Fund Exchange Agreement.

SUMMARY:

- A. **Fiscal Impact:**
 - Revenue in the amount of \$65,135.00
- B. **Funding Source:**
 - Transportation Operations Fund to be used on Capital Improvements.
 - Budgeted for FY 2016-17, no budget resolution required.
- C. **Recognition of Collateral Material and Technical Report:**
 - See attached Intergovernmental Agreement No. 31611

RECOMMENDATION:

Formal action / motion: that Council approves Intergovernmental Agreement No. 31611 between the City of Madras and the Oregon Department of Transportation for the 2016 Fund Exchange and authorizes the Mayor and Legal Counsel to sign on behalf of the City of Madras.

2016 FUND EXCHANGE AGREEMENT
Street Improvements
City of Madras

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and THE CITY OF MADRAS, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the street improvements and trail improvements indentified in Exhibit A, attached hereto and by this reference made a part hereof, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2016 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$69,293 federal funds for \$65,135 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years from the date that all required signatures are obtained unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$65,135. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$65,135, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on May 20, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on July 13, 2016.

Signature Page to Follow

CITY OF MADRAS, by and through its
elected officials

By _____
Mayor

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:

Jeff Hurd – Public Works Director
125 SW 'E' Street
Madras, OR 97741-1685
(541) 475-2344
jhurd@ci.madras.or.us

State Contact:

Darrell Newton - Local Agency
Programs Coordinator
63055 N. Highway 97, Bldg M
Bend OR, 97701-5765
(541) 388-6272
darrell.r.newton@odot.state.or.us

EXHIBIT A

City of Madras - Madras Bike and Skate Park to Youth Fishing Pond

March 29, 2016

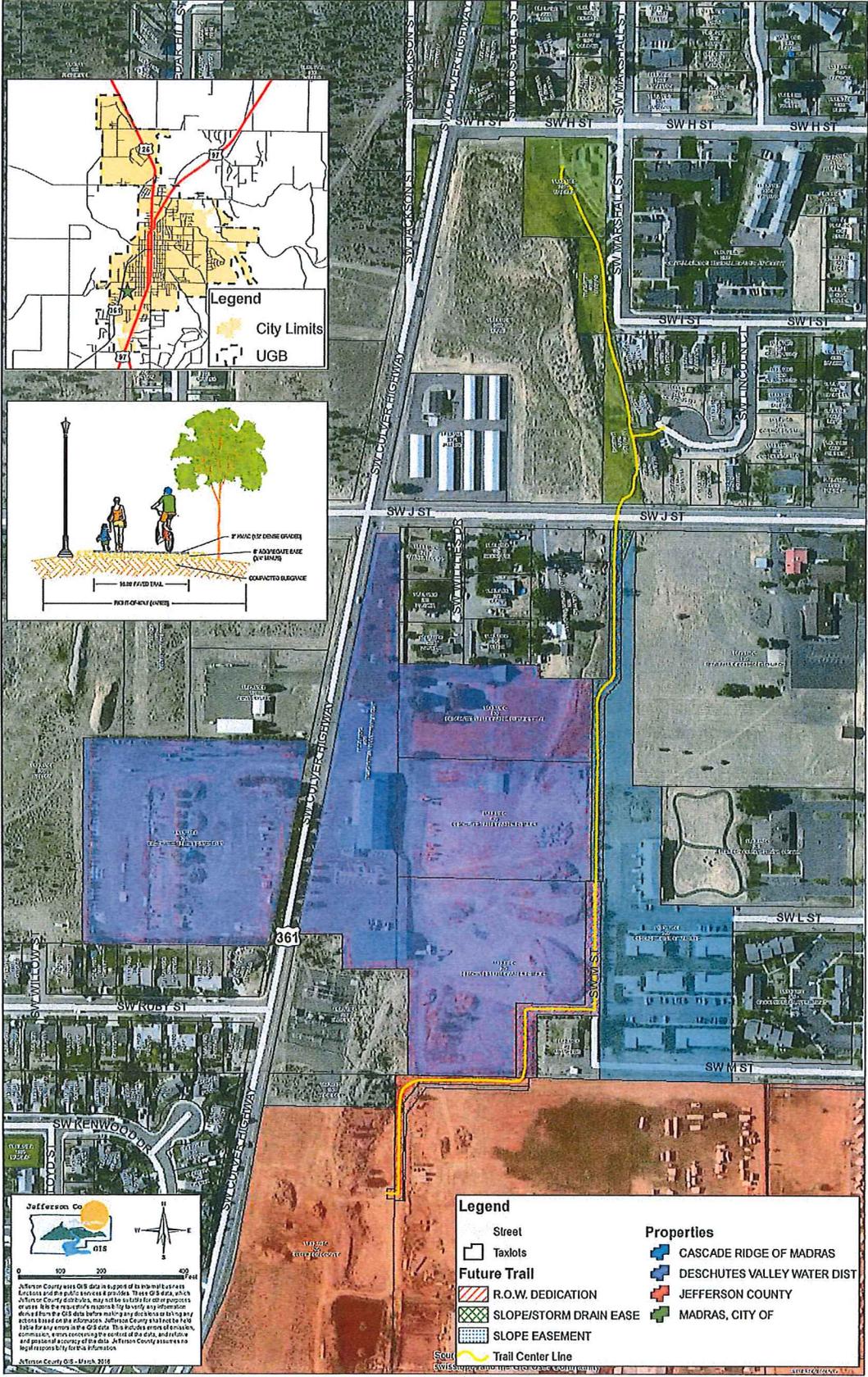


EXHIBIT A

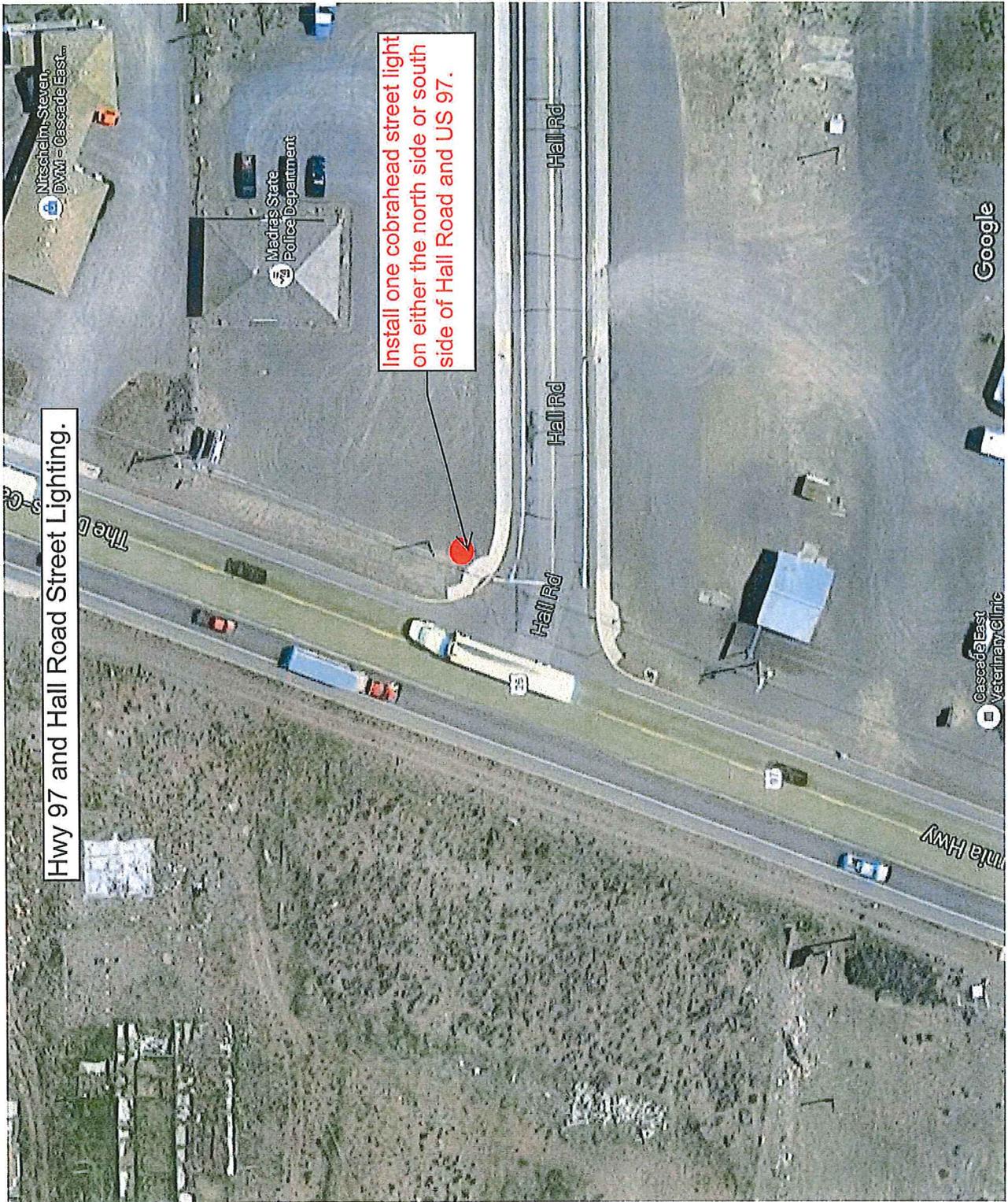
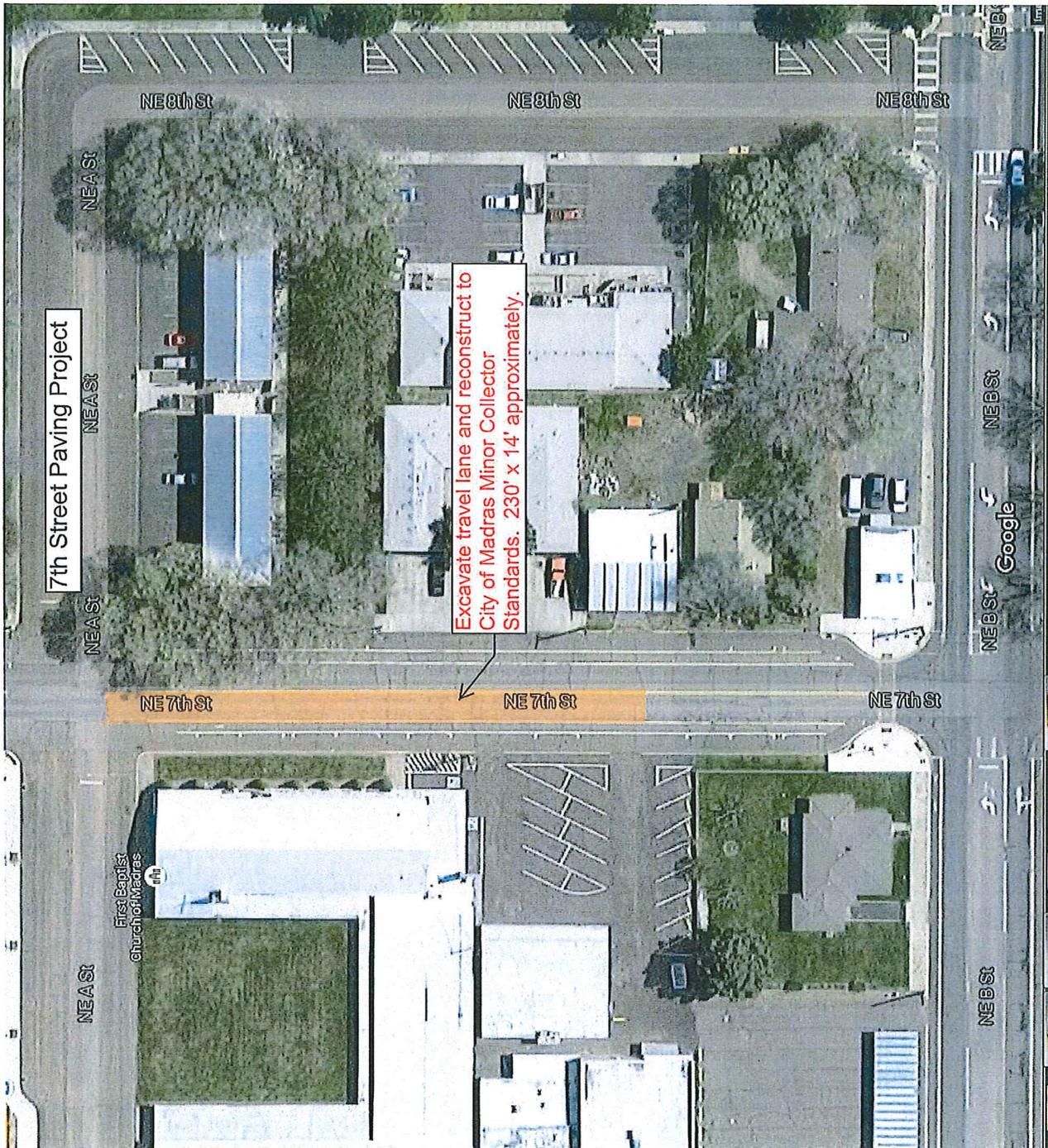


EXHIBIT A



CITY OF MADRAS

Request for Council Action

Date Submitted: July 19, 2016
Agenda Date Requested: July 26, 2016
To: Mayor and City Council Members
From: Jonathan Burchell, Golf Course Superintendent; Parks Supervisor
Subject: Completion of the Hwy 97 and L Street Pedestrian Improvement Project

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion for Council to approve the completion of the Hwy 97 and L Street Pedestrian Improvement Project as recommended by Public Works staff.

DESCRIPTION:

After it was discovered that a small section of Hwy 97/26 was left off of the Fairgrounds to L St and Hwy 97/J St. projects; staff went to ODOT and asked for funds to help update and finish the entire stretch of new Hwy/landscaping from J Street to Fairgrounds Rd. R2 Contractors was the lowest bidder and completed the job on time and within budget.

STAFF ANALYSIS:

Staff has performed a final field inspection that concluded the completion of the Hwy 97 and L Street Pedestrian Improvement Project. Staff recommends that Council accept this project as completed. The project total cost was \$75,384.00 of which \$10,000.00 came from Transportation Operations Fund, Capital Outlay. The remainder was funded by ODOT.

SUMMARY:

A. Fiscal Impact

Cost

• Construction Expenses	=	\$	64,707.25
• Design Services	=	\$	5,500.00
• 24" hanging basket arm	=	\$	240.00
• CCO #1	=	\$	1,849.00
• CCO #2	=	\$	400.00
• CCO #3	=	\$	00.00
• DVWD water meter install	=	\$	1,673.97
• Electrical receptacle installation	=	\$	240.45
• Contingency	=	\$	773.33
Total Cost	=	\$	75,384.00

Revenue

• Walkway Bikeway Agreement ODOT	=	\$	51,386.00
• Additional ODOT Funding	=	\$	13,998.00
• City Funds (original)	=	\$	5,000.00
• City Funds (additional)	=	\$	5,000.00
Total Revenue	=	\$	75,384.00

B. Funding Source

- Transportation Operations Fund – 204-040-540-1315

C. Recognition of collateral material and Technical Report

- Photos of completed work

RECOMMENDATION:

Formal Action/Motion for Council to approve the completion of the Hwy 97 and L Street Pedestrian Improvement Project as recommended by Public Works staff.



03/30/2016

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06/07/2016

06/07/2016



CITY OF MADRAS

Request for Council Action

Date Submitted: July 19, 2016
Agenda Date Requested: July 26, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Jonathan Burchell, Parks and Open Space Supervisor
Subject: Completion of the US HWY 26 Irrigation Upgrade Project – Earl Street to North Unit Canal Project

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council approves the completion of the US Hwy 26 Irrigation Upgrade Project – Earl Street to North Unit Canal as recommended by Public Works staff.

DESCRIPTION:

Staff was approached by Bill Miller who wanted to donate money to improve the landscape strip along Hwy 26 at the industrial area. City Council approved the donated money and additional funds could be used to improve the irrigation system along the Hwy to encourage and invite potential investors and also beautify the entrance to the City of Madras. Staff put out an RFP and Mountain Sky Landscaping was awarded the job. After a time extension due to weather and an unexpected change order were issued, Mountain Sky Landscaping finished the job in spring 2016 on time and within budget.

STAFF ANALYSIS:

Staff has performed a final field inspection that concluded the completion of the US Hwy 26 Irrigation Upgrade Project- Earl Street to North Unit Canal. Staff recommends that Council accept this project as completed. The project total cost was \$63,760.00 of which \$50,000 came from Bill Miller as a donation to the City and the rest from Transportation Operations Fund,

Capital Outlay.

SUMMARY:

A. Fiscal Impact:

Costs

• CSC Mountain Sky Landscaping	=	\$47,678.00
• Contract Change Order No. 1	=	<u>\$ 8,000.00</u>
Revised Contract Amount	=	\$55,678.00
• Deschutes Valley Water Meter	=	\$ 4,124.87
• Seeding	=	\$ 1,440.00
• BOLI Fee	=	\$ 250.00
• Bid Advertisement Costs	=	\$ 205.41
• Contingency	=	<u>\$ 2,061.72</u>
Total Project Cost	=	\$63,760.00
• Private Contribution – Bill Miller	=	\$50,000.00
• City of Madras – TOF	=	\$ 7,500.00
• Additional TOF Capital Outlay	=	<u>\$ 6,260.00</u>
• Total Revenue	=	\$63,760.00

B. Funding Source:

- Transportation Operations Fund, Capital Outlay 204-040-540-1314

C. Recognition of Collateral Material and Technical Report:

- Photos of completed work

RECOMMENDATION:

Formal Action/Motion that Council approves the US Hwy 26 Irrigation Upgrade Project – Earl Street to North Unit Canal as recommended by Public Works staff.

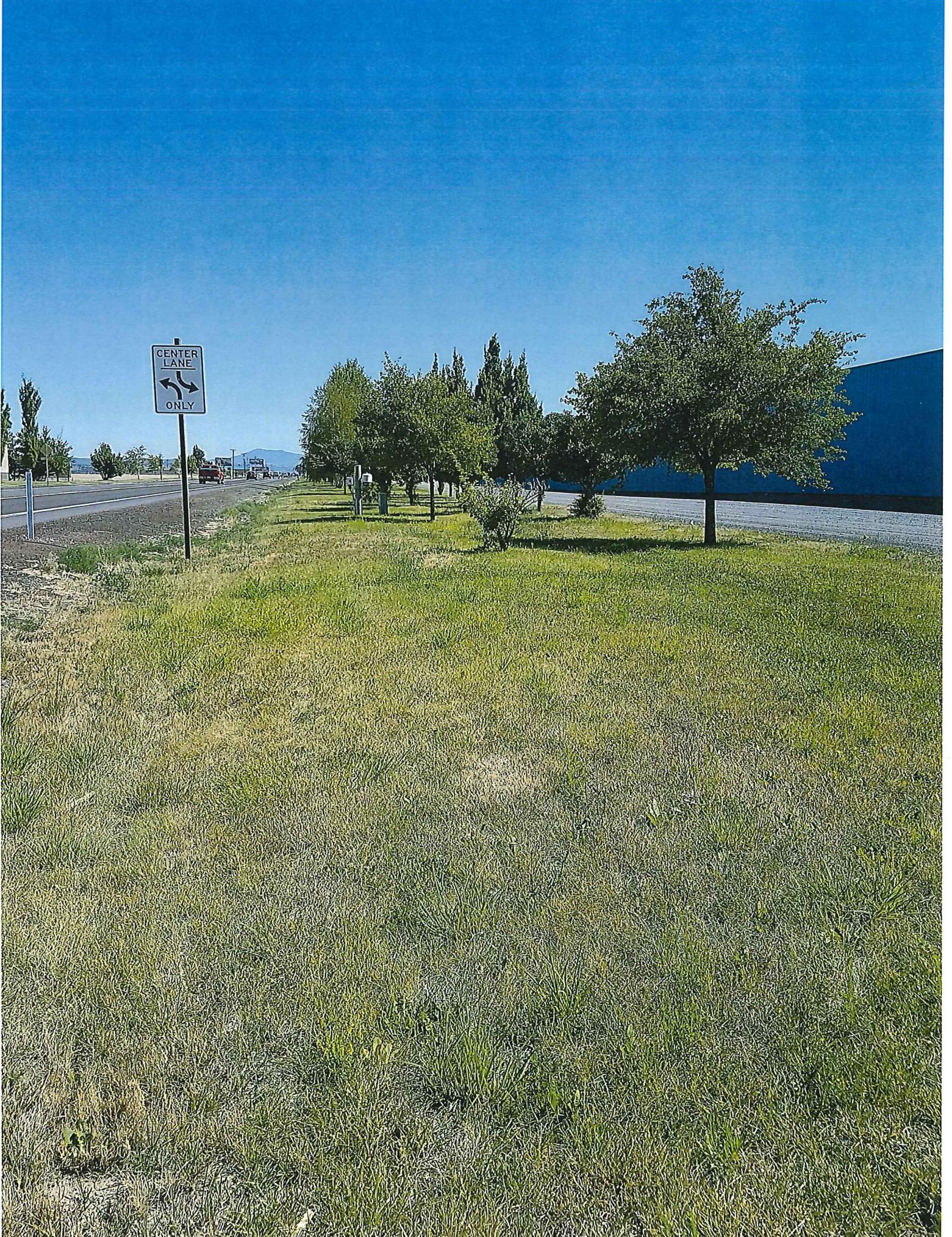


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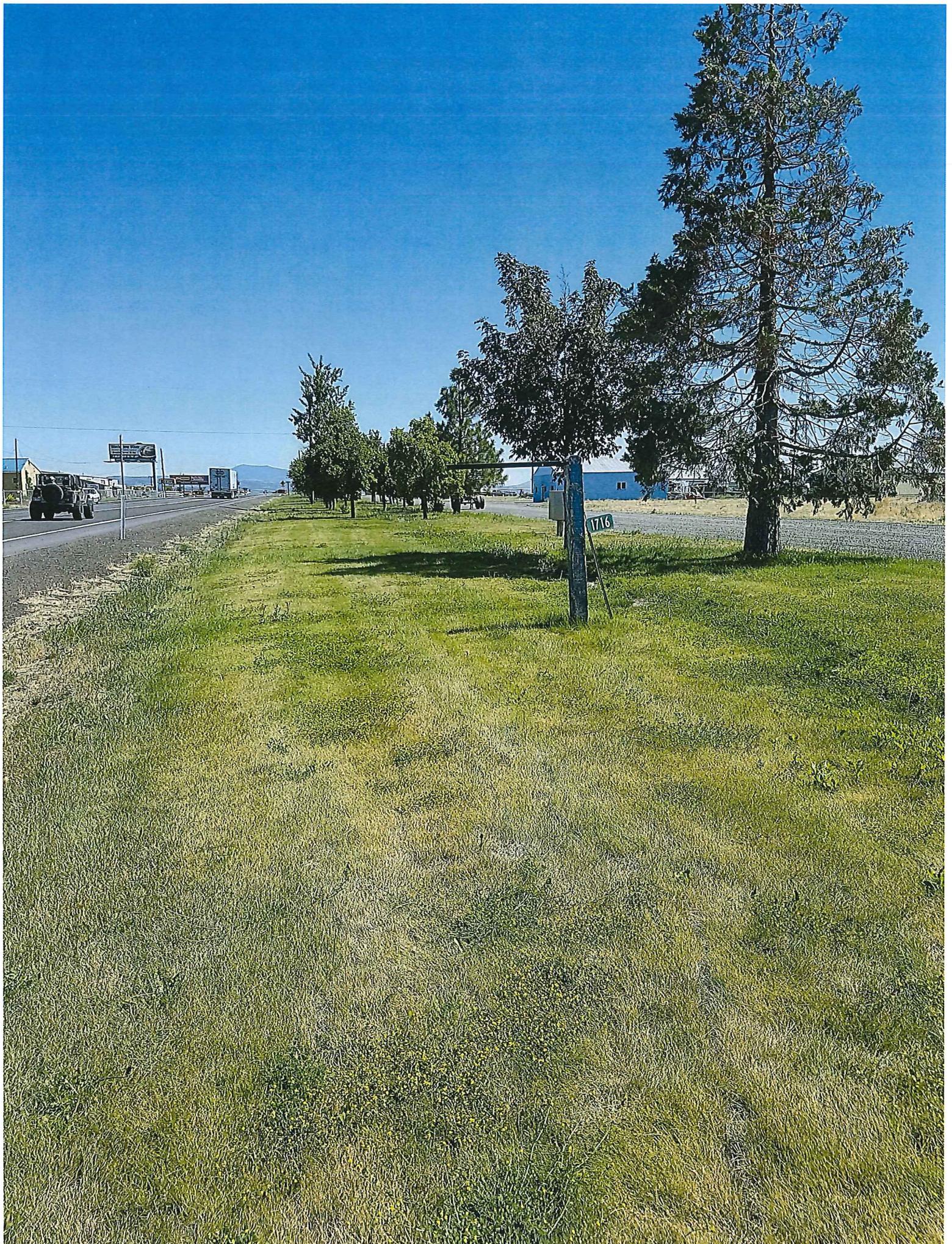
11/16/2015

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11/16/2015



CITY OF MADRAS

Request for Council Action

Date Submitted: July 19, 2016
Agenda Date Requested: July 26, 2016
To: Mayor and City Council Members
Through: Jeff Hurd, Public Works Director
From: Michele Quinn, Public Works Administrative Assistant
Subject: Contract Change Order # 2 Professional Services Contract for Water Rate and System Development Charge Study- FCS Group

TYPE OF ACTION REQUESTED:

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

Formal Action/Motion that Council Ratifies Contract Change Order #2 for the Professional Services Contract with FCS Group for Water Rate and System Development Charge Study to extend the contract to September 30, 2016.

DESCRIPTION:

Contract Change Order No. 2 includes a contract extension from June 30, 2016 until September 30, 2016. No additional costs are added to the project.

STAFF ANALYSIS:

FCS group needs additional time to complete the study and evaluate the City's existing water service cost structure to provide a new 10 year plan with rates and guidelines, and to update existing water SDC. The study will be based on a comprehensive review of the City's water funds and budgets, customer classes, current usage data, future planned growth of the City pursuant to the Comprehensive Plan, Water Master Plan, and any other information deemed necessary.

SUMMARY:

- A. Fiscal Impact:
- Contract Change Order #1 FCS Group Professional Services Contract for time extension will add no additional cost.
- B. Funding Source:
- Water Operations Fund, Capital Outlay, Professional Services, 502-020-520-2503
 - \$29,000 was budgeted in FY 2015-16, therefore it does not require a budget resolution.
- C. Recognition of Collateral Material and Technical Report:
- Contract Change Order #2 Professional Services Contract FCS Group

RECOMMENDATION:

Formal Action/Motion that Council Ratifies Contract Change Order #2 for the Professional Services Contract with FCS Group for Water Rate and System Development Charge Study to 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: 5/24/2016
Change Order No. 2

TO: FCS Group
7525 166th Ave NE Suite D-215
Redmond, Washington 98052

Phone: (425) 867-1802 x225
Fax:

PROJECT: Water Rate and System Development Charge (SDC) Study

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

1 Increase contract time 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 increased to September 30, 2016 No additional cost.

ORIGINAL CONTRACT AMOUNT:	\$ 27,815.00
PREVIOUS CHANGE ORDERS	\$ -
ITEM UM QTY UP DESCRIPTION	
1	\$ -
CCO #2 FCS Group Water Rate & SDC Study	\$ -
	\$ -
	\$ -
	\$ -

TOTAL REVISED CONTRACT AMOUNT: \$ 27,815.00

CITY OF MADRAS:
 City Administrator, Gus Burrell
 Signature: *Gus W. Burrell*
 Date Signed: 7/19/16

FCS Goup
 Name: JOHN GHILARDUCCI
 Signature: *[Signature]*
 Date Signed: 7/19/2016

CITY OF MADRAS

Request for Council Action

DATE SUBMITTED: July 20, 2016
COUNCIL MTG. DATE: July 26, 2016
TO: Mayor and City Council Members
FROM: Gus Burrell, City Administrator
SUBJECT: **Warm Springs Casino and Resort Enterprise's Travel Plaza Development - Intergovernmental Agreement**

TYPE OF ACTION REQUESTED:

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

Discussion & Guidance Request from the City Council: The City Council review the attached draft of the Intergovernmental Agreement with Warm Springs Casino and Resort Enterprise and provide the following guidance to staff: 1) Provide any recommended edits or items to consider before approving as applicable, 2) Clarify if Council authorizes the City Administrator and City Attorney to finish negotiations and enter into agreement before Council's next regularly scheduled program if Warm Springs needs action sooner, or 3) clarify if City Council is willing to hold a special meeting before its next regularly scheduled August meeting if needed to review the final draft of this Intergovernmental Agreement before approving.

DESCRIPTION:

On November 10, 2015 the City Council approved a Trust Land Redevelopment Memorandum for the Warm Springs Madras Industrial lot redevelopment proposal to build a truck stop and casino off of Cherry Lane near Highway 26. Since that time the City of Madras and Warm Springs representatives have been developing an intergovernmental agreement that further defines the details outlined in the November 10, 2015 Memorandum.

Indian Head Casino is proposing to develop the Warm Springs Travel Center near the US 26/NW Cherry Lane intersection in Madras, Oregon. The proposed development is expected to consist of the following:

- 6 dual automobile fuel pumps;
- 5 truck (diesel) fuel pumps; and
- Approximately 15,370 square feet of building area, including:
 - 40 gaming stations;
 - Approximately 80-seat diner;
 - 5 full showers;
 - Coffee shop with drive-thru; and
 - Approximately 4,500 square feet of convenience store

STAFF ANALYSIS:

The development team for Warm Springs has prepared a Traffic Impact Analysis. Warm Springs has noted that they will implement the recommended improvement measures noted within the traffic report (see attached report summary).

The City management team will meet again with Warm Springs on Monday, July 25th to further refine the agreement. Staff included the current draft to keep City Council advised to try and be as responsive as possible on approving the agreement as soon as reasonably possible per request of Warm Springs. See Recommendation/Action Summary for requested discussion & guidance.

SUMMARY:

A. Fiscal Impact:

- Estimated annual fee for public safety (police) services \$15,320.00
- Estimated annual set aside fee/cost share for transportation services (50%) \$20,212.50
- Estimated costs for rebuilding Cherry Lane with increased truck traffic (City Share 50%) = \$202,125 (in approximately 10 years)
- Increased costs for Public Safety – estimated comparable to fee but to be determined
- Sewer service fees – according to water usage & water meter size
- System development charges & permitting fees to be determined according to City fee resolution once building plans are further developed

B. Budget Fund:

- Revenue for public safety – General Fund (Police Department)
- Revenue for transportation services – Deposit to Improvement Fee Fund

until scheduled capital outlay from Transportation Operations Fund

C. Recognition of Collateral Material and Technical Report:

- Current draft of IGA, Signed Madras Industrial Site Trust Land Redevelopment Memorandum

RECOMMENDATION:

Discussion & Guidance Request from the City Council: The City Council review the attached draft of the Intergovernmental Agreement with Warm Springs Casino and Resort Enterprise and provide the following guidance to staff: 1) Provide any recommended edits or items to consider before approving as applicable, 2) Clarify if Council authorizes the City Administrator and City Attorney to finish negotiations and enter into agreement before Council's next regularly scheduled program if Warm Springs needs action sooner, or 3) clarify if City Council is willing to hold a special meeting before its next regularly scheduled August meeting if needed to review the final draft of this Intergovernmental Agreement before approving.

MADRAS INDUSTRIAL SITE REDEVELOPMENT

INTERGOVERNMENTAL AGREEMENT

This Madras Industrial Site Redevelopment Intergovernmental Agreement (this “**Agreement**”) is made and entered into effective on July __, 2016 (the “**Effective Date**”) between the City of Madras, an Oregon municipal corporation (“**City**”), the Warm Springs Indian Head Casino (“**WSIHC**”), and the Confederated Tribes of the Warm Springs Reservation of Oregon, a federally recognized Indian tribe (“**CTWS**” or “**Tribe**”) (WSIHC, City, and Tribe are individually referred to herein as a “**Party**” and collectively “**Parties**”).

I. RECITALS

A. WSIHC is a wholly owned business enterprise and subsidiary of Warm Springs Casino and Resort Enterprise (“**WSCORE**”) and exists as an entity separate from the Tribe. WSIHC operates pursuant to the enterprise Charter of WSIHC, adopted on May 3, 2011, by Resolution 11,429 of the Tribal Council and duly approved on July 25, 2011 by the Board of Directors of WSCORE.

B. Pursuant to U.S. Department of Interior, Bureau of Indian Affairs Lease Number 4316, approved by Tribal Council Resolution No. 11,962, adopted on December 15, 2014 (“**Lease**”), memorandum of Lease attached hereto as Attachment “1,” WSIHC leases certain trust land located within City (the “**Trust Property**”) from the Tribe for the purpose of redeveloping the Trust Property for a tribal travel center, restaurant, market and gaming business and associated facilities (the “**Travel Plaza Development**”).

C. City holds title to certain rail spur property that intersects the Trust Property (the “**Rail Property**”). The Trust Property and Rail Property are further described in Exhibit A.

D. WSIHC believes that redevelopment of the Trust Property (including the Rail Property) may be in the mutual interests of City and WSIHC because redevelopment will (a) establish a beneficial use for the Trust Property and Rail Property which is currently not in any beneficial use and/or is in disrepair, (b) provide employment opportunities and economic co-benefits within City and for Tribe, and (c) assist WSIHC in generating revenues that will support tribal governmental services.

E. Tribe exercises regulatory jurisdiction over the Trust Property, including among others, zoning, and is solely responsible for authorizing uses on the Trust Property, including building codes and construction design, subject to applicable federal law requirements.

F. City exercises regulatory jurisdiction over the Rail Property and all areas adjacent to the Trust Property. Any development of the Trust Property will require adequate services, some of which are provided by City, including, without limitation, sewer service, public safety (i.e., community area police services), and transportation services (i.e., Cherry Lane access).

{10340550-00701705;3}

G. In light of the opportunity to redevelop the Trust Property and Rail Property and the need to coordinate complementary regulatory jurisdictions and services, City and WSIHC find it beneficial to enter into this Agreement to establish and set out the terms of this coordination. Together the Trust Property and Rail Property shall be the “**Site**” and the “**Project Area**” shall include the Site plus all areas requiring improvements to support the Travel Plaza Development use, such as sewer interconnection, Cherry Lane and Highway 26 transportation improvements, and any work in a City right-of-way.

II. DEVELOPMENT STANDARDS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. **Building Code.** Tribe’s Public Utilities Department applies the 2012 International Building Code to all aspects of the Travel Plaza Development improvements on the Trust Property and has delegated all necessary inspections within the Trust Property under the code to the Jefferson County (“County”) Community Development Building Department. WSIHC does not anticipate any use of the Rail Property except traffic and site circulation. Whether or not any structures are located within the Rail Property, as of the Effective Date City agrees that such use of the Rail Property is ancillary to the primary use within the Trust Property governed by the Tribe and agrees that a uniform building code and inspection process with County is acceptable. WSIHC shall not occupy the Travel Plaza Development until all final inspections are completed and all necessary permits issued by County inspector on behalf of the Tribe’s Public Utilities Department.

B. **Development Permits.** Tribe will apply the following ordinances, standards, Oregon Department of Transportation standards, and Transportation Impact Analysis to the development of the Trust Property (as the same may be amended from time to time) and require that any development obtain the necessary clearances and approvals:

- a. Ordinance 74, Integrated Resources Management Plan—as evidenced by Resource Manager Interdisciplinary Team approval of small project assessment.
- b. Ordinance 56, Zoning and Land Use Code—as evidenced by Land Use Committee Lease approval.
- c. Ordinance 68, Archaeological, Historical and Cultural Resources—as evidenced by signed cultural clearance.
- d. City of Madras Public Improvement Design and Construction Standards adopted by City of Madras Ordinance No. 848 on December 11, 2012.
- e. 2015 Oregon Standard Specifications for Construction.
- f. Warm Springs Travel Center Traffic Impact Analysis performed by Kittelson and Associates, Inc. dated May 16, 2016.
- g. Central Oregon Stormwater Manual.
- h. ODOT Hydraulics Manual.
- i. ODOT Standard Drawings.

{10340550-00701705;3}

- j. City's then applicable fee resolution, as amended (i.e., Resolution No. ___ for the 2016-17 fiscal year).
- k. ITE Trip Generation Manual, Handbook and User's Guide, 9th Edition.
- l. Transportation System Development Charge Final Report, July 24, 2007 as adopted by City Council.
- m. City of Madras Stormwater Master Plan, April 2005.
- n. City of Madras Wastewater System Master Plan, amended November 15, 1996.
- o. City of Madras Transportation System Master Plan, amended November 13, 2012.
- p. Madras Utility Ordinances No. 470 - Cross Connections (as amended by Ordinance No. 471), Water System – Ordinance No. 484 and Sewer System – Ordinance No. 505 (as amended by Ordinance No. 691).
- q. Jefferson County Road Functional Classification Table 3.2.
- r. City of Madras Ordinance No. 748 – SDC Ordinance.

WSIHC will obtain all necessary permits and clearances under the Lease and aforementioned ordinances, standards, rules, regulations, and analysis and in accordance with the Tribal, City, and Oregon codes and will maintain compliance with the terms of those approvals.

C. Stormwater.

1. Stormwater Plan Design. WSIHC shall prepare a stormwater site plan (“**Stormwater Plan**”) in accordance with its own development code standards for onsite improvements that meets or exceeds City’s Public Improvement Design and Construction Standards for a 25-year storm water event. Stormwater improvements that are performed offsite (i.e., Cherry Lane or Highway 26 right-of-ways) must meet the governing agency’s design standards. The Stormwater Plan shall address stormwater runoff for the entire Site and must prevent runoff from leaving the Site for the City’s 25-year storm event. The Stormwater Plan must be prepared and stamped by a qualified and Oregon licensed engineer.

2. Stormwater Plan Design Review. For onsite stormwater improvements, WSIHC shall provide a copy of the Stormwater Plan to City’s Public Works Department for review and approval. Since the Trust Property is not governed by City’s ordinances, except as otherwise provided under this Agreement, City will not perform a stormwater plan review for onsite improvements. WSIHC will be responsible for any stormwater that drains offsite of the Trust Property and assure adequate design has been made to meet normal City standards for conveyance of stormwater offsite (i.e., designing intentional overflow routing wherever possible to limit neighboring property damage in flood conditions). For any stormwater improvement work within Cherry Lane right-of-way or Highway 26 right-of-way (offsite from the Trust Property), WSIHC shall provide a copy of the Stormwater Plan to the respective agency (i.e., City for Cherry Lane and the State of Oregon for Highway 26) for review and approval. Stormwater improvement work shall be designed in accordance with City’s Public Improvement Design and Construction Standards and in accordance with ODOT standards for the Highway 26 stormwater improvements, as applicable. A plan review, quality assurance administration, and inspection fee will be assessed in accordance with City’s applicable fee rate resolution.

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D. Sewer.

1. Interconnect Design and Review. WSIHC shall design a sewer interconnection to be reviewed and approved by City's Public Works Department prior to installation. City will have the right to review and approve the location of the sewer connection on Cherry Lane. The sewer interconnection line will comply with the City's Public Improvement Design and Construction Standards. A plan review, quality assurance administration, and inspection fee will be assessed in accordance with City's then applicable fee rate resolution for City's review of the interconnection. WSIHC further agrees to submit as-builts with City after construction of the line and before operating the truck stop. The as-builts will be prepared consistent with the provisions of City's current Public Improvement Design and Construction Standards.

2. Permits and Fees. WSIHC will pay all fees applicable to the sewer interconnection, including the Sanitary Sewer Connection/Inspection Permit, Right-of-Way Permit, System Development Charges, plan review, quality assurance administration, and inspection fee in accordance with City's then applicable fee rate resolution.

3. Sewer Service. Subject to the terms and conditions contained in this Agreement, City will provide sewer service to the Travel Plaza Development provided WSIHC pays the current published schedule of City's rates, as generally applicable and adjusted by City resolution, for sewer service in the same manner as any sewer customer of City. If WSIHC defaults in payment on the service and/or otherwise fails to perform its obligations under this Agreement and/or applicable laws, regulations, and/or ordinances, City has the right to discontinue sewer service and/or pursue all rights and remedies available to City under applicable law, including City's ordinances and policies.

E. Water. WSIHC shall obtain water service from Deschutes Valley Water District ("DVWD"). WSIHC shall interconnect with DVWD in accordance with DVWD's standards, provided that utility grid alignment, trenching, pipe bedding, backfilling, and trench surface repair shall follow City standards for any Project Areas off-site. WSIHC shall obtain a right of way permit for any work required in a public right of way and pay the right of way permit processing fee generally applied City-wide in the amount stated in City's then applicable fee resolution. WSIHC will provide the interconnection design and fire flow information to City's Public Works Department for review and approval prior to installation. The parties acknowledge that Jefferson County Fire District #1 will provide final approval of the fire flow standards and design.

F. Transportation.

1. Traffic Impact Analysis. WSIHC has hired Kittleson and Associates to prepare a traffic impact analysis ("TIA") in accordance with City's Transportation System Plan and Public Improvement Design and Construction Standards and the standards previously identified by the Oregon Department of Transportation. WSIHC shall provide a copy of the TIA to City for review and approval.

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2. Traffic Improvements. WSIHC shall construct at its own cost the following public improvements as determined by the TIA:

- a. Install an eastbound right-turn lane on eastbound U.S. 26 at NW Cherry Lane.
- b. Convert the center two-way left-turn lane on U.S. 26 at NW Cherry Lane into an exclusive westbound left-turn lane.
- c. Revise the design of the west sit-access driveway to allow WB-67 trucks to safely turn into and out of the site from NW Cherry Lane.
- d. Modify the US 26/NW Cherry Lane (West) intersection by reducing the existing raised median island on NW Cherry Lane by 25 feet to the west and install a flush mount median (match color to existing concrete) extending to the stop bar at US 26. Submit plans and specifications to Oregon Department of Transportation and City's Public Works Department for review and approval prior to beginning construction. The public improvements shall comply with City's Public Improvement Design and Construction Standards as well as Oregon Standard Specifications for Construction.
- e. Install additional intersection warning signs on US 26 at the intersection of Cherry Lane.

3. Transportation Plan Design. WSIHC shall prepare a transportation improvement plan (the "Transportation Plan") in accordance with the City's Public Improvement Design and Construction Standards for all work performed in Cherry Lane right-of-way. For transportation improvements within Highway 26 right-of-way, plans are to be designed in accordance with ODOT standards and specifications as approved by ODOT Region 4. The Transportation Plan must be prepared and stamped by a qualified Oregon licensed engineer. The Transportation Plan shall address TIA recommendations as well as Cherry Lane access improvements as required by City's Public Works Department and as outlined in City's Right-of-Way Permit.

4. Transportation Plan Design Review. For transportation and access improvements in Cherry Lane, WSIHC shall provide a copy of the Transportation Plan to City's Public Works Department for review and approval. For improvements in Highway 26, WSIHC shall provide a copy of the Transportation Plan to ODOT Region 4 for review and approval.

G. Project Transportation Mitigation.

1. WSIHC recognizes that truck traffic will impact Cherry Lane as the primary access road for the Travel Center Development in a manner that will cause Cherry Lane to be reconstructed earlier than reflected in City's current capital improvement planning assumptions and will increase the frequency of reconstruction.

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2. Within 18 months of opening the Travel Center, WSIHC will provide a traffic impact analysis prepared by a qualified and Oregon licensed traffic engineering firm to determine the actual percentage of truck traffic utilizing Cherry Lane going to and from the Travel Center. The traffic impact analysis must be reviewed and approved by City's Public Works Department. City and WSIHC will agree to third party traffic consultant to perform the traffic counts, methodology, and calculations. **City and WSIHC will cost share the work for traffic analysis for purpose of identifying the percentage of truck traffic on Cherry Lane on an equal basis (50% each) [to discuss with client].** Tube counters will be placed on Cherry Lane at the intersection of Cherry Lane and Hwy 26, Cherry Lane and Harris Street, Cherry Lane and the NUID Canal, Cherry Lane and the Travel Center Entrance. Counts will be performed on a 3-day, 24-hour period to be determined by City's Public Works Department and WSIHC, and consistent with ODOT's methodology and timing of annual trip counts. The counts will be used to determine the percentage of truck traffic utilizing Cherry Lane for access to the Travel Center. Since truck traffic research identifies that one five-axle truck loaded at 80,000 lbs. is equivalent in impact to 9,600 automobiles (GAO Report to Congress), the percentage of truck traffic is the best gauge of impact to Cherry Lane and correspondingly to the development of a fair and reasonable cost share formula for maintaining Cherry Lane access. This percentage of truck traffic will determine the pro-rata share from WSIHC to City to maintain Cherry Lane between Highway 26 intersection to the Site's western property boundary adjacent to Cherry Lane and can be periodically updated to confirm average share of truck traffic utilizing Cherry Lane. WSIHC agrees to pay an annual amount to City as determined by the TIA, and City's estimate of costs to reconstruct. WSIHC agrees to annually set aside 10% of the estimated costs (until 100% set aside or in full when project moves forward if sooner than 10 years) to reconstruct Cherry Lane. Funds set aside will be in a separate, earmarked account of WSIHC. The account balance will be reported annually to City through an audited report by a third party CPA firm, the costs of which will be borne by WSIHC. When City schedules to perform the work (i.e., issue notice of award to the general contractor), WSIHC agrees to deposit its full cost share to City for delivering the Cherry Lane access improvement project. Once notice is received and costs for work itemized, WSIHC will submit payment to City net 20 days from the date of invoice from City.

3. If there is a disagreement about WSIHC's contribution amount or calculation methodology or assumptions, WSIHC may, at WSIHC's sole cost, engage an independent traffic engineering firm to evaluate City's calculations, methodologies and/or assumptions and provide that evaluation to City to consider for revising its calculation. If City declines to revise the calculation in accordance with the third party evaluation, WSIHC may initiate the dispute resolution process provided in this Agreement and WSIHC shall bear the burden of proof regarding application of the appropriate standards and assumptions in developing the calculation.

4. City and WSIHC see mutual benefit in holding an annual coordination meeting to discuss how the Trust Property site is operating and to review any issues with transportation, stormwater, sewer, and/or public safety.

III. OPERATION

A. Public Safety.

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1. The Trust Property is subject to the provisions of Public Law 280, which conferred to the State of Oregon jurisdiction over criminal offenses committed by or against tribal members and over civil causes of action involving tribal members that arise on the Trust Property. As authorized under Public Law 280, City's police personnel have jurisdiction and are and will continue to be permitted to investigate and enforce criminal laws concerning the Trust Property and/or Project, including, without limitation, the power and authority to cite violations and make arrests under the authority of any state and/or federal criminal laws. City police personnel patrolling and/or responding to an incident concerning the Trust Property and/or Project will be responsible for the direction and control of the incident.

2. To the extent prudent public safety requirements impose additional burdens on public safety responders of City and/or County, WSIHC intends to enter into service agreements (MOU's) with the respective departments in a manner substantially consistent with similar service agreements currently existing and mutually acceptable to the contracting parties.

B. Public Service Fee. Public Law 280 has already conferred to the State and its local jurisdictions the authority to provide public safety services to the Trust Property without any obligation on the part of the Tribe to contribute to the cost of such services. WSIHC recognizes that redevelopment of the Trust Property will involve more activity on the Trust Property that may increase the public safety services provided at the Trust Property. As part of the consideration for City's transfer of the Rail Property to Tribe and City's execution of this Agreement, WSIHC will make annual contributions to the public safety costs of City calculated in accordance with the formula set forth in the Exhibit B.

IV. CONVEYANCE OF RAIL PROPERTY

Tribe believes that City's transfer and conveyance of the Rail Property to Tribe may facilitate redevelopment of the Trust Property. Tribe further believes that transfer of the Rail Property will provide employment opportunities and economic co-benefits within City and Tribe and will assist WSIHC in directly supporting the welfare of the tribal membership which live both within and outside of City and whose welfare directly impacts the community. Subject to the terms and conditions contained in this Agreement, City shall initiate and complete a transfer of the Rail Property through bargain and sale deed. City shall make reasonable efforts to complete the transfer and conveyance process as soon as practicable after the rail company provides written confirmation that it no longer has a need for the Rail Property, but the intent is to complete the transfer and conveyance process no later than 90 days thereafter.

V. Term and Termination; Indemnification

A. Term of Agreement. This Agreement shall become effective on the Effective Date and remain in effect, unless earlier terminated, for the term of the Lease.

B. Early Termination.

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1. This Agreement may be terminated at any time by the mutual written consent of the parties.
2. An Event of Default (as defined below) by either party, subject to any applicable cure periods.
3. Upon termination of the Lease.

C. Events of Default. The existence or occurrence of any one or more of the following events, whatever the reason therefore and under any circumstances whatsoever, shall constitute an “**Event of Default**”:

1. WSIHC fails to make any payment required under this Agreement when due, and fails to make such payment within ten (10) days after written notice thereof from City.
2. Any party breaches any obligation of that party pursuant under this Agreement and fails to cure such breach within ten (10) days after written notice thereof from the other party; provided, however, that with respect to such breach, if the breach is not reasonably susceptible of being cured within ten (10) days, the curing party shall have a reasonable amount of time to cure such breach provided that the party commences its cure within such ten-day period and thereafter diligently and continuously pursues such cure until completion and such cure is completed within thirty (30) days after of the breach from the other party.

D. Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. In addition and not limiting the foregoing, the City may, as a remedy for any breach herein, cease sewer services to the Site regardless of whether WSIHC is current on any sewer service billing.

E. Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.

F. Indemnification. Each party will defend, indemnify, and hold the other party and the other party’s officers, employees, agents, and representatives harmless for, from, and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and costs, arising out of or related to the party’s breach and/or failure to perform any of the party’s representations, warranties, obligations, and/or covenants under this Agreement. Each party’s indemnification obligations provided under this Section V.F. will survive the termination of this Agreement.

VI. General Terms

A. Dispute Resolution.

1. Senior Officers. Except as expressly provided in this Agreement otherwise for the resolution of disputes, any claims, demands, suits, or other legal proceedings between the parties that arise out of

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any of the matters relating to this Agreement (“Disputes”) shall initially be referred to the Parties’ representatives designated herein. The initial representative of WSIHC shall be the General Manager of WSIHC and the initial representative of the City shall be the City Administrator. Unless otherwise mutually agreed, they shall meet and confer in good faith on each such Dispute within fourteen (14) business days after either Party refers the Dispute to them. The Parties shall attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner.

2. Arbitration & Judicial Remedies. Except as expressly provided in this Agreement otherwise for the resolution of disputes, all Disputes that are not resolved pursuant to Section V.A.1 above within thirty (30) days after a Party’s receipt of notice referring the Dispute to the Parties’ designated senior representatives shall be submitted upon written request of either Party to binding arbitration under the Oregon Uniform Arbitration Act (“OUAA”) as the exclusive remedy for resolving any such Dispute (“Binding Arbitration”). The arbitration shall be conducted in Madras, Oregon, by JAMS under its then-prevailing rules, provided if JAMS shall not then exist then the arbitration shall be conducted by the American Arbitration Association (“AAA”) under its then prevailing Commercial Arbitration Rules, including without limitation the AAA Optional Rules for Emergency Measures of Protection. The arbitration shall be decided by a single neutral arbitrator who must be an attorney knowledgeable in the areas of business and real estate law. WSIHC and the City shall endeavor to agree on the appointment an arbitrator. Should WSIHC and the City be unable to agree on an arbitrator, WSIHC and the City shall each appoint an arbitrator, and the appointed arbitrators shall mutually agree on appointment of the sole arbitrator. The resolution of any Dispute as determined by the arbitrator(s) in Binding Arbitration shall be binding on all Parties to this Agreement. The obligation of the Parties to resolve any Dispute by compulsory Binding Arbitration, any judicial relief to prevent irreparable harm pending completion of Binding Arbitration and issuance of an arbitration award, and any arbitration award issued in such Binding Arbitration (the Parties’ agreement to Binding Arbitration, equitable judicial relief to prevent irreparable harm pending completion of Binding Arbitration and issuance of an arbitration award, and any arbitration award issued under the OUAA each shall be “Binding Arbitration Relief”) shall be enforceable in accordance with the OUAA in an action commenced and maintained in the U.S. District Court for the District of Oregon (“Oregon Federal District Court”), provided however, if for any reason said Oregon Federal District Court does not have or abstains from or otherwise declines to exercise jurisdiction of an action seeking Binding Arbitration Relief, the Parties thereafter consent to the commencement and maintenance of an action to enforce Binding Arbitration Relief in Jefferson County Circuit Court in the State of Oregon (“Jefferson Circuit Court”) or if such Jefferson Circuit Court declines venue then in any Oregon State Circuit Court of competent venue and jurisdiction, provided however, if the Jefferson Circuit Court or any other **Oregon State Circuit Court** does not have or abstains from or otherwise declines to exercise jurisdiction of an action seeking Binding Arbitration Relief, the Parties consent to the commencement and maintenance of an action to enforce Binding Arbitration Relief in any U.S. federal or state court with jurisdiction over this matter, further provided, that if a Binding Arbitration Relief enforcement action is commenced in the **Warm Springs Tribal Court**, the **Warm Springs Tribal Council** shall appoint or cause to be appointed a Warm Springs Tribal Court Judge pro tempore for such action from a list of not fewer than two impartial persons provided by an independent dispute resolution service, other than JAMS, in the State of Oregon. In the event of any appeal to the Warm Springs Tribal Court of Appeals or similar appellate body in a Binding Arbitration

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Relief action, the judges pro tempore of the Warm Springs Tribal Court of Appeals shall be recommended and appointed or cause to be appointed in the same manner as a Warm Springs Tribal Court Judge pro tempore in this paragraph. Any judge proposed or selected shall provide to each Party a statement of relationships if any with any Party or other condition that would disqualify a federal district court judge under rules applicable to federal district court judges. Without limiting the foregoing, the Parties irrevocably and voluntarily, in the following order of priority: submit to the personal and subject matter jurisdiction of first, the Oregon Federal District Court; second, Oregon State Circuit Courts; and third, any U.S. federal or state court having jurisdiction over the matter to the extent allowed by law and this Section V.A.2; consent to and waive any objection to venue of an action seeking Binding Arbitration Relief in the courts designated herein; designate Binding Arbitration as the exclusive remedy for any Dispute arising under, out of, or relating to this Agreement; and waive any objection or claim that the arbitrator(s) in Binding Arbitration or the courts designated herein in a Binding Arbitration Relief proceeding should abstain, dismiss, delay, curtail or otherwise defer the exercise of jurisdiction pending the exhaustion of remedies or proceedings in any other court, forum, or tribunal, including but not limited to exhaustion of any tribal remedies.

B. Sovereign Immunity. WSIHC and Tribe expressly waive their sovereign immunity for the limited purposes of this Agreement. The waiver of sovereign immunity applies to all protection that may be afforded to WSIHC and/or Tribe with respect to the enforcement of this Agreement. WSIHC consents to suit, action or other legal process relating to any Claim or other dispute arising under, out of, or in relation to the Agreement. Nothing in this Agreement shall be construed as a general waiver of the sovereign immunity of the Confederated Tribes of the Warm Springs Reservation of Oregon or any of its other enterprises, affiliates, or any assets owned by any of the foregoing. WSIHC hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of WSIHC. This waiver is expressly limited as follows:

1. The waiver of sovereign immunity is limited to an action to compel or enforce this Agreement, including any arbitration or arbitration awards or orders that arise under, out of, or in relation to this Agreement, including but not limited to Claims to enforce, construe, perform or rescind the Agreement.
2. The waiver of sovereign immunity expressed herein is strictly personal to the City and cannot be assigned without WSIHC's written consent and approval.
3. The waiver of sovereign immunity expressed herein is limited to the jurisdiction of the courts and dispute resolution bodies specifically identified herein.
4. The waiver of sovereign immunity expressed herein shall remain in effect until the expiration of the applicable statute of limitations on claims between the Parties applying Oregon law.

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C. Further Assurances. The parties agree to do all acts and to deliver all necessary documents as from time to time are reasonably necessary to carry out the terms and provisions of this Agreement.

D. Cooperation. Each of the parties agrees to cooperate in good faith with the other to timely implement the purposes of the Agreement. Any consents or approvals required to be given in connection with this Agreement shall not be unreasonably withheld or delayed by the parties.

E. No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

F. Amendments. Any and all amendments to this Agreement shall be null and void unless approved by the WSIHC and the City in writing.

G. Succession. The rights and obligations under this Agreement shall not be assigned by any Party without the prior written consent of the other party. The terms, covenants, conditions, provisions, and agreements herein contained will be binding upon and inure to the benefit of WSIHC, its successors in interest and assigns and shall be binding upon and inure to the benefit of the City, its successors in interest and permitted assigns.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

I. Entire Agreement. This Agreement hereto constitutes the entire Agreement between WSIHC and the City with respect to the subject matter hereof, and any and all previous agreements (written or oral) entered into between the parties hereto relating to the Site and/or the management, use, maintenance, and operation thereof shall be deemed merged herewith.

J. Severability. If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent by a court of competent jurisdiction or by an arbitrator, as the case may be, the remainder of this Agreement shall not be affected thereby and this Agreement shall be enforced to the greatest extent permitted by law.

K. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws principles.

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

City:
City of Madras,

WSIHC:
a wholly owned tribal business enterprise

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an Oregon municipal corporation

By: Mayor

By: CEO

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Exhibit A
Trust and Rail Property Descriptions

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**Attachment 1
Memorandum of Lease**

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{10340550-00701705;3}

**Exhibit B
Fees**

1. Public Safety Annual Service Fee:

[In light of recent communications with the County Assessor's Office, we may need to reevaluate the fee calculation process.] Perhaps we consider setting the value per the below calculation and then it is fixed with a 3% annual escalator. If any new development onsite, then the construction value of the new improvement(s) will be added to the base formula and then 3% escalated annually. This way we make sure the public safety fee does not diminish overtime as the cost of services do not regress.

Public Safety Annual Service Fee (SF) shall equal the Assessed Value (AV) times \$4.1262/\$1,000 AV times 95%:

$$SF=(AV*\$4.1262/\$1,000)*95\%.$$

Assessed Value shall be calculated as follows: 67.89% times land value (LV) plus improvement value (PV).

$$AV=(LV+PV)*67.89\%$$

Example calculation where land value equals \$232,500 and improvement value equals \$5,525,000:

$$AV=(LV+PV)*67.89\% \\ \$3,908,767=(\$232,500+\$5,525,000)*67.89\%$$

$$SF=(AV*\$4.1262/\$1,000)*95\%.$$

$$\$15,642.84=(3,908,767*\$4.1262/\$1000)*95\%$$

2. Transportation Impact Contribution Fee Example:

- Due to the impact of truck traffic upon Cherry Lane (primary access road for truck stop), the City anticipates Cherry Lane to require reconstruction much sooner than typically required.
- Estimated cost to reconstruct from Highway 26 intersection to WSIHC's western property boundary adjacent to Cherry Lane - \$300,800 (2015 dollars).
- Estimating reconstructing the roadway every 10 years. Assuming 3% construction inflation rate, need to raise \$404,250 to reconstruct frontage access road to truck stop (Cherry Lane)
- Estimate truck traffic % on Cherry Lane from truck stop equal to 50% of total truck traffic. Need to collect 50% of \$404,250 (\$202,125) from WSIHC to rebuild primary access road at time of construction.

2. Permit and Review Fees (Based on current City Fee Resolution):

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Right-of-Way Permit includes Sidewalk = \$100.00

Sanitary Sewer Connection/Inspection Permit = \$175.00

Plan Review, Quality Assurance Administration and Inspection Fee = To be determined based on estimated cost of Infrastructure Improvements per the City's current fee rate resolution.

Parks System Development Charge = Per City's current fee rate resolution. (i.e. resolution 17-2015 is \$1,775 per Commercial Development).

Wastewater System Development Charge = Per City's current fee rate resolution. (i.e. resolution 17-2015 is \$5,010 for a 3/4" x 5/8" meter).

Transportation System Development Charge = Per City's current fee rate resolution. (i.e. resolution 17-2015 is \$3,466 per Peak Hour Trip per current ITE Manual and SDC Final Report methodology).

Storm Drainage System Development Charge = Per City's current fee rate resolution. (i.e. resolution 17-2015 is \$209 per 3,000 square feet of impervious surface).

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Nick Snead

From: Matt Kittelson <mkittelson@kittelson.com>
Sent: Wednesday, July 20, 2016 10:19 PM
To: DUNCAN Michael W; Gus Burrell; Jeffrey Hurd; Joel McCarroll; Nick Snead
Subject: RE: ODOT Work Session for Madras TSP
Attachments: StudyIntersectionSummary.pdf

Here is an updated version of our study intersections. I'll bring some larger maps as well for us to mark on.

Matt

Matt Kittelson
Senior Engineer

[Kittelson & Associates, Inc.](#)

Transportation Engineering / Planning
541.639.8614 (direct)
503.936.3629 (cell)

From: Matt Kittelson
Sent: Wednesday, July 20, 2016 1:36 PM
To: DUNCAN Michael W; Gus Burrell; Jeffrey Hurd; Joel McCarroll; Nick Snead (nsnead@ci.madras.or.us)
Subject: RE: ODOT Work Session for Madras TSP

Hi all,

I'm looking forward to getting together Friday to discuss the highway needs along US 97 and US 26 in Madras. We are preparing a summary of the findings from our existing conditions and future conditions analysis (like shown) for each of the study intersections to aid our discussion. The purpose will be to identify what improvement options should be considered and evaluated as part of the upcoming tasks for the Madras TSP. We'll also make sure that the needs we identify are captured in the final version of the future needs memo. Finally, we'll discuss the approach to the TRIP97 analysis to make sure that gets off on the right foot.

Let me know if you'd like to add other items to the agenda.

I believe we need to meet in Madras to accommodate meeting schedules. Nick/Jeff – Can you reserve us a conference room at City Hall?

Joel/Michael – Let me know if you'd like to carpool.

Thanks!

Matt

Matt Kittelson
Senior Engineer

Kittelson & Associates, Inc.

Transportation Engineering / Planning

541.639.8614 (direct)

503.936.3629 (cell)

-----Original Appointment-----

From: Matt Kittelson

Sent: Thursday, June 09, 2016 10:12 PM

To: Matt Kittelson; DUNCAN Michael W; Gus Burrell; Jeffrey Hurd; Joel McCarroll; Nick Snead (nsnead@ci.madras.or.us)

Subject: ODOT Work Session for Madras TSP

When: Friday, July 22, 2016 2:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: TBD

We'll use this time to discuss improvement options for US 97 through Madras.

**Madras Industrial Site
Trust Land Redevelopment Memorandum**

This Madras Industrial Site – Trust Land Redevelopment Memorandum (this “Memorandum”) is made and entered into effective on November 10, 2015 (the “Effective Date”) between the City of Madras, an Oregon municipal corporation (“City”), and the Warm Springs Casino and Resort Enterprise (“WSCRE”), a wholly owned business enterprise of the Confederated Tribes of the Warm Springs Reservation of Oregon, a federally recognized Indian tribe (“Tribe”).

This Memorandum is intended to communicate the parties’ interests concerning the Project (as defined below) and the manner in which the parties will coordinate their interests concerning the Project. The terms and conditions contained in this Memorandum are based upon the parties’ current intentions and information known to the parties as of the date of this Memorandum. Notwithstanding anything contained in this Memorandum to the contrary, this Memorandum is a non-binding expression of interests and does not grant or impose any legal rights and/or obligations on City, WSCRE, and/or Tribe.

The parties are willing to pursue the negotiation of a certain intergovernmental agreement concerning the Project (the “IGA”) pursuant to which City will assist Tribe and WSCRE with the development and operation of the Project in accordance with the following general terms and conditions:

GENERAL OVERVIEW

1. Tribe owns certain trust land located within City’s incorporated limits commonly known as 395 NW Cherry Lane, Madras, Oregon 97741 (the “Trust Property”). Tribe exercises sovereign regulatory authority over the Trust Property. Tribe, through WSCRE, plans to develop the Trust Property, which is gaming eligible, with a truck stop and Class II gaming facilities (the “Project”). The primary purpose of the Project is to generate much needed revenue for tribal government services and operations and opportunities for employment for tribal members, among others.

2. City holds title to a certain rail spur property (the “Rail Property”) that intersects the Trust Property and which could be redeveloped along with the Trust Property. City may be willing to transfer ownership of the Rail Property to Tribe for the Project if City determines that the transfer is in City’s best interests. Tribe believes that redevelopment of the Trust Property does not require use of the Rail Property.

3. Tribe believes that the redevelopment of the Trust Property (including the Rail Property) may be in the mutual interests of City and Tribe because redevelopment will (a) establish a beneficial use for the Trust Property, (b) provide employment opportunities and economic co-benefits within City and Tribe, and (c) generate needed revenues for tribal governmental services.

COMMUNICATION AND COORDINATION

1. The parties recognize that open communication and meaningful coordination are important. WSCRE has appointed a project manager who will be its main point of contact for City. City's city administrator will be the main point of contact for WSCRE.

2. Each party's main point of contact will be available to coordinate the design and implementation of the Project. For example, Tribe will make available its architect as necessary for City to understand the building code standards being followed. City will make available its public works director to discuss, for example, sewer system interconnection or transportation system considerations. If there is a disagreement over any matter, each party's point of contact will make available a policy representative to further discuss the matter.

3. A regular, recurring meeting time will be established by the points of contact to ensure consistent and regular communication. WSCRE will be responsible for coordinating the meeting.

PROJECT DEVELOPMENT STANDARDS

1. Tribe exercises exclusive land development regulatory jurisdiction over the Trust Property, including zoning, building code, and other development standards, and is solely responsible for authorizing uses on the Trust Property and the standards for development. Notwithstanding the preceding, Tribe understands that City has an interest in safeguarding the public health and safety of the surrounding areas and City by understanding the standards being used for development. To this end, WSCRE intends to develop the Trust Property and construct the Project pursuant to building, health, and safety standards that meet or exceed standards acceptable to City.

2. Tribe has identified that the following ordinances apply to development of the Trust Property, as most relevant:

- a. Ordinance 74, Integrated Resources Management Plan
- b. Ordinance 56, Zoning and Land Use Code
- c. Ordinance 68, Archaeological, Historical and Cultural Resources

3. In connection with the development of the Trust Property and construction of the Project, WSCRE intends to implement the following standards, among others:

- a. Compliance with tribal and uniform codes set forth in the Project's architect agreement.
- b. Building permit and inspection requirements of a tribally authorized agency/department.

4. WSCRE recognizes that redevelopment of the Trust Property may have impacts on City's sewer and transportation systems. WSCRE will mitigate these impacts through acceptable means, including, without limitation, the payment of the sewer and transportation management fees identified under Paragraph 5 of this Section.

5. In connection with WSCRE's development of the Trust Property, WSCRE will contract with City to provide sewer and transportation management services to the Trust Property under a fee structure mutually and reasonably acceptable to City and WSCRE. As of the date of this Memorandum, City contemplates a fee structure as generally described on the attached Exhibit A. The parties' agreed upon fee structure will be included and described in the IGA.

6. WSCRE desires to retain and treat all stormwater on-site. If there are stormwater impacts to City's stormwater system, stormwater designs will follow established City standards.

7. WSCRE's interconnection and installation of the stormwater system will be consistent with Oregon DEQ/City building, health, and safety standards. WSCRE will make application to City for the required sewer services and City public right-of-way and plan review permits. Upon submission, City will review and approve the sewer service and permit applications in accordance with City's standard practices and procedures. WSCRE will pay all regularly imposed interconnection fees and charges.

8. WSCRE will comply with applicable Federal Aviation Administration lighting and height restrictions associated with the Madras Municipal Airport.

9. WSCRE intends to obtain water service from Deschutes Valley Water Authority via the existing mainline in Cherry Lane. Such interconnection and installation will be consistent with applicable building, health, and safety standards.

10. WSCRE will hire a professional transportation engineering firm to conduct a traffic impact analysis and evaluation of needed access/transportation facility improvements and impacts according to professionally acceptable standards. WSCRE intends to (a) comply with ODOT requirements for any modifications to ODOT transportation facilities, (b) establish a mutually acceptable agreement with City on the Project's impact to transportation facilities within the Madras Industrial Site which will include obligations on WSCRE to participate in specific transportation facility maintenance projects associated with the Project, (c) review recommended safety improvements outlined in the traffic impact analysis with City and determine appropriate implementation, and (d) evaluate City right-of-way permit requirements and determine any new ingress and egress routes for the Trust Property.

PUBLIC SAFETY

1. The Trust Property is subject to the provisions of Public Law 280, which conferred to the State of Oregon jurisdiction over criminal offenses committed by or against tribal members and over civil causes of action involving tribal members that arise on the Trust Property. As authorized under Public Law 280, City's police personnel are and will continue to be permitted to investigate and enforce criminal laws concerning the Trust Property and/or Project, including, without limitation, the power and authority to cite violations and make arrests under the authority of any state and/or federal criminal laws. City police personnel patrolling and/or responding to an incident concerning the Trust Property and/or Project will be responsible for the direction and control of the incident.

2. Tribe will comply with applicable public safety requirements related to the Trust Property and/or Project.

3. To the extent prudent public safety requirements impose additional burdens on public safety responders of City and/or Jefferson County, WSCRE intends to enter into service agreements (MOU's) with the respective departments in a manner substantially consistent with similar service agreements currently existing.

RAIL PROPERTY

City understands that the transfer and conveyance of the Rail Property to Tribe may facilitate redevelopment of the Trust Property. Tribe understands that if City agrees to transfer and convey the Rail Property to Tribe, such transfer will be on terms and conditions acceptable to City and depends upon City's determination that, among other things, (a) the Trust Property redevelopment meets appropriate building, health, and safety standards, (b) Tribe pays for any impacts the Trust Property and/or Project may have on City's sewer and transportation systems, and (c) redevelopment of the Trust Property and operation of the Project is otherwise in City's best interests.

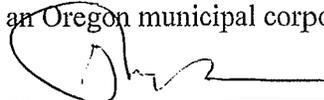
GENERAL PROVISIONS

1. In addition to any other conditions, WSCRE understands that as a necessary inducement or condition for City to enter into the IGA and transfer the Rail Property to the Tribe, (a) Tribe may need to become a party to the IGA with the City and WSCRE, and (b) Tribe and WSCRE may need to waive their sovereign immunity for the limited purposes of the IGA, including City's enforcement of the IGA, in a form and manner reasonably acceptable to City.

2. This Memorandum is an expression of interest only. This Memorandum does not constitute a binding legal obligation of the parties, and may not be relied on as the basis for contract by estoppel or be the basis for a claim based on detrimental reliance or any other theory. The parties acknowledge that there are additional material terms as to which agreement must be reached between the parties concerning the development and operation of the Project, which additional material terms will be included in the IGA.

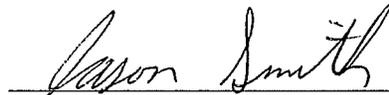
IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed and made effective for all purposes as of the Effective Date.

City:
City of Madras,
an Oregon municipal corporation



By: Mayor

WSCRE:
a wholly owned tribal business enterprise



By: ~~XXXX~~
WSCRE CHAIRMAN

Exhibit A
Fee Structure

1. Public Safety (Police Department Services) Annual Service Fee

- Typical formula for calculation – Assessed Value (AV) multiplied by \$4.1262/\$1,000 AV times 95% (% of City property taxes that go towards public safety in Madras)
- In consultation with Assessor's Office, the typical formula calculation is 67.89% (Change Property Ratio) times the land and improvement value.
- Estimated Land Value \$232,500 per Assessor's office
- Estimated Construction Cost from Tribe's news article - \$6.5 million (assume 85% for actual onsite improvements = \$5,525,000)
- Public Safety Service Annual Fee – Sum of \$5,525,000 (new improvement value) plus \$232,500 (land) multiplied by 67.89% (to get to Assessed Value) multiplied by \$4.1262/\$1,000 AV multiplied by 95% equals \$15,320 (rounded).

2. Transportation Annual Service Fee

- Due to the impact of truck traffic upon Cherry Lane (primary access road for truck stop), City anticipates that Cherry Lane will require reconstruction much sooner than typically required.
- Estimated cost to reconstruct from Highway 26 intersection to Tribe's western property boundary adjacent to Cherry Lane - \$300,800 (2015 dollars).
- Estimating reconstructing the roadway every 10 years. Assuming 3% construction inflation rate, need to raise \$404,250 to reconstruct frontage access road to truck stop (Cherry Lane)
- Estimate truck traffic % on Cherry Lane from truck stop equal to 50% of total truck traffic. Need to collect 50% of \$404,250 (\$202,125) from CTWS over 10 years to rebuild primary access road. Annual fee equates to \$20,212.50.

3. Payment of normal permitting and development fees upon building permit issuance, including professional service costs for preparation of documents for property conveyance. Fees may be estimated depending on the type of land use. The following criteria are needed to develop the fee estimates:

- Value of new construction of site improvements
- Gross floor area of structures
- Number of fueling stations
- Designated uses for each area and structure
- Size of potable water meter serving the development and wastewater flow calculation
- Amount of impervious surface



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

354 SW Upper Terrace Drive, Suite 101, Bend, Oregon 97702 P 541.312.8300 F 541.312.4585

Warm Springs Travel Center Traffic Impact Analysis

Date: May 16, 2016
To: Mark Barrett, ODOT Region 4
From: Zachary Bugg, PhD and Diego Arguea, PE
cc: Jeff Hurd, City of Madras Public Works Director
Travis Wells, Indian Head Casino Project Manager

Project #: 19840

INTRODUCTION

Indian Head Casino is proposing to develop the Warm Springs Travel Center near the intersection of US 26 / NW Cherry Lane in Madras, Oregon. This memorandum documents the traffic impact analysis (TIA) for the proposed Warm Springs Travel Center. The proposed travel center will be accessed via the existing south leg of the NW Cherry Lane/NW Harris Street intersection, as well as via two new site-access driveways on NW Cherry Lane west of NW Harris Street: a right-in/right-out access meant to serve only passenger cars (east), and a full-access meant to serve all trucks (west) accessing the site.

The results of the traffic impact analysis indicate that the proposed Warm Springs Travel Center can be constructed while maintaining acceptable levels of service and safety on the surrounding transportation system, assuming provision of the recommended mitigation measures. The analysis supports the following findings and recommendations.

Findings

- All of the study intersections currently operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- A review of the latest five years of reported crash data did not reveal any patterns or deficiencies in the site vicinity.
- All of the study intersections are forecast to continue to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours under future year 2017 and 2022 background traffic conditions without including the trips associated with the proposed travel center.
- The proposed travel center is estimated to generate a total of 1,015 weekday daily trips, including 63 (28 in, 35 out) trips during the weekday a.m. peak hour and 82 (40 in, 42 out) trips during the weekday p.m. peak hour.

- All of the study intersections and site accesses are forecast to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours under future year 2017 and 2022 traffic conditions including the trips associated with the proposed travel center.
- Queue lengths at each of the study intersections are expected to be minimal (one vehicle length or less) under future year 2017 and 2022 traffic conditions.
- The scale of the development proposal can be found to be consistent with the underlying industrial zoning and level of growth assumed in the 2032 Madras Transportation System Plan (TSP). As a result, the long-range impacts of proposed site can be assumed to have been accounted for in the TSP.

Recommendations

Based on the analysis contained herein and meetings with ODOT and City of Madras staff, the following mitigations are recommended:

- Install an eastbound right-turn lane on eastbound U.S. 26 at NW Cherry Lane. The eastbound U.S. 26 approach to the intersection is forecast to meet ODOT right-turn lane warrants under future year 2017 conditions.
- Convert the center two-way left-turn lane on U.S. 26 at NW Cherry Lane into an exclusive westbound left-turn lane. The westbound U.S. 26 approach to the intersection currently meets ODOT left-turn lane warrants. Per conversations with ODOT staff, this is expected to be a striping effort over existing pavement.
- Revise the design of the west site-access driveway to allow WB-67 trucks to safely turn into and out of the site from NW Cherry Lane.
- Modify the US 26 / NW Cherry Lane (West) intersection by reducing the existing raised median island on NW Cherry Lane by 25 feet to the west and install a flush mount median (match color to existing concrete) extending to the stop bar at US 26. This modification is necessary to accommodate WB-67 truck movements at the intersection and is shown graphically in Figure 11 of the report.

Figure 1 displays the vicinity of the proposed travel center, and Figure 2 displays a conceptual site plan.



Figure 2

Concept Site Plan
Madras, Oregon

Site Plan Provided by BBT Architects and Dated 12-16-2015

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.

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, one adjustment increases total appropriation by less than 10%, a notice of a supplemental budget was posted in the Madras Pioneer on February July 20, 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:

503-030	Adopted Budget	Increase	Decrease	Revised Budget
Sewer Funds				
<i>Waste Water Operations Program</i>				
Professional Services (M&S)	2,326,298	65,000	-	2,391,298
Contingency	100,000		65,000	35,000

REASON: The Waste Water Master Plan did not get completed in FY 2015-2016 requiring the City to carry over Master Plan expenses to FY 2016-2017.

504-504	Adopted Budget	Increase	Decrease	Revised Budget
General Funds				
<i>Industrial Site Program</i>				
Professional Services (M&S)	22,500	19,000	-	41,500
Revenues from Other Agencies	0	19,000		19,000

REASON: The Industrial Readiness IFA Grant was not completed in FY 2015-2016. Staff realized by June 15, 2016 that the Waste Water Master Plan would not be completed by June 30, 2016. This was not enough notice to re-convene the Budget Committee. Therefore, the IFA Grant Revenue needs to be received in FY 2016-2017

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

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

day of _____, 20 _____.

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

Royce Embanks, Mayor

ATTEST:

Karen J. Coleman, City Recorder

CITY OF MADRAS
Request for Council Action

Date Submitted: July 20, 2016

Agenda Date Requested: July 26, 2016

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: City Recorder, Karen J. Coleman

Subject: **INITIATIVE PETITION 28 - DISCUSSION**

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS:

Councilor Brown asked that staff include a discussion item on the July 26, 2016 City Council meeting agenda pertaining to Initiative Petition 28, an initiative proposing a 2.5 percent gross receipts tax on corporations with total Oregon sales in excess of \$25 million a year. He has provided a "sample" resolution that was prepared by the City of Hillsboro opposing this initiative and wanted to give the Council an opportunity to add the City's name to those who oppose it.

Staff tried to locate information on this initiative that would help Council determine whether they wanted staff to prepare a resolution similar to the example that has been provided for presentation at the August 23, 2016 City Council meeting.

SUMMARY:

A. Fiscal Impact

Not Applicable.

B. Supporting Documentation

A copy of the City of Hillsboro's resolution has been attached for Council's review along with information pertaining to Initiative Petition 28.

STAFF'S RECOMMENDATION IS:

Staff has no recommendation on this issue. The Council will need to determine whether they are interested in joining the City of Hillsboro in adopting an opposing resolution or whether they would prefer to remain neutral on this issue.

"EXAMPLE"

RESOLUTION NO. 2531

A RESOLUTION OPPOSING THE PASSAGE OF INITIATIVE PETITION 28.

WHEREAS, sponsors of Initiative Petition 28, a proposed 2.5 percent gross receipts tax on corporations with total Oregon sales in excess of \$25 million a year, have submitted sufficient signatures to qualify the measure for the 2016 General Election ballot in Oregon; and

WHEREAS, the nonpartisan Legislative Revenue Office (LRO) has closely analyzed Initiative Petition 28 and estimated that it will generate more than \$6 billion in new state tax revenues in each of the next three state budget cycles; and

WHEREAS, LRO's analysis concluded that two-thirds of the increased corporate taxes will ultimately be paid by Oregon consumers in higher prices for items Oregonians buy every day, including food, medicines, gas and electric utilities, phones and medical care; and

WHEREAS, there is no plan for how the \$6 billion revenue would be spent, but the economic effects are clear – the projected loss of more than 38,000 private sector jobs and higher consumer prices averaging more than \$600 a year regressively burdening Oregonians least able to afford those higher costs.

NOW, THEREFORE, THE CITY OF HILLSBORO RESOLVES AS FOLLOWS:

Section 1. We believe that new state revenue measures are best developed, discussed, debated and enacted by the Oregon Legislative Assembly and not ballot measures drafted by special interest groups; and

Section 2. We support improvements in state revenue to fund education and other priorities, but believe the economic consequences of Initiative Petition 28's passage would be too damaging to our cities and their residents; and

Section 3. We oppose the passage of Initiative Petition 28.

Section 4. This resolution is effective immediately upon adoption.

Approved and adopted by the Hillsboro City Council at a regular meeting held on the 21st day of June 2016.

Jerry Willey, Mayor

ATTEST:

Amber Ames, City Recorder

Oregon Business Tax Increase Initiative	
	
Election date November 8, 2016	
Topic Taxes	
Status <i>On the ballot</i>	
Type State statute	Origin Citizens

The **Business Tax Increase Initiative (Petition #28)** is on the [November 8, 2016](#), ballot in [Oregon](#) as an [initiated state statute](#).

A **"yes"** vote is a vote in favor of increasing certain corporate taxes by establishing a 2.5 percent tax on corporate gross sales that exceed \$25 million.

A **"no"** vote is a vote against establishing a 2.5 percent tax on corporate gross sales that exceed \$25 million and retaining the existing corporate tax structure.

Specifically, the measure would establish a minimum tax of \$30,000 plus 2.5 percent of gross sales that exceed \$25 million.^[1] It would remove the current minimum gross sales tax rate, which is around 0.1 percent and capped at \$100,000. Corporations with a high enough income are taxed according to their *income* in lieu of the gross sales tax. The income tax rate for qualifying businesses is 6.6 percent of taxable income up to \$1 million and 7.6 percent of taxable income above \$1 million. These rates apply when the result is greater than the minimum sales-based tax.^[2] The income tax on high-income corporations would be retained if the initiative passed.

For example, a corporation with less than \$20 million in sales would not be affected by the change. A corporation with \$70 million dollars in sales would see a 23-fold increase in its tax

obligation. For more examples of the direct impact of the initiative on hypothetical corporations, see [below](#).

Background

Oregon's corporate income tax rate is the lowest in the United States. In 2013, only \$500 million of the \$6.2 billion the state collected in business taxes was from corporate income, according to a [Council On State Taxation](#) study.^[3] Business tax revenue largely derives from levies on gross receipts. Only five other states have taxes based on gross receipts. If the measure were to pass, Oregon would have the highest rate.^[4]

Text of measure

Ballot title and summary

The certified ballot title and summary are as follows:^[1]

“ Increases corporate minimum tax when sales exceed \$25 million; funds education, healthcare, senior services

Result of 'Yes' Vote: 'Yes' vote increases corporate minimum tax when sales exceed \$25 million; removes tax limit; exempts "benefit companies"; increased revenue funds education, healthcare, senior services.

Result of 'No' Vote: 'No' vote retains existing corporate minimum tax rates based on Oregon sales; tax limited to \$100,000; revenue not dedicated to education, healthcare, senior services.

Summary: Current law requires each corporation or affiliated group of corporations filing a federal tax return to pay annual minimum tax; amount of tax is determined by tax bracket corresponding to amount of corporation's Oregon sales; corporations with sales 00100 million or more pay \$100,000. Measure increases annual minimum tax on corporations with Oregon sales of more than \$25 million; imposes minimum tax of \$30,001 plus 2.5% of amount of sales above \$25 million; eliminates tax cap; benefit companies (business entities that create public benefit) taxed under current law. Applies to tax years beginning on/after January 1, 2017. Revenue from tax increase goes to: public education (early childhood through grade 12); healthcare; services for senior citizens.^[5] ”

Full text

The full text of the measure can be found [here](#).

Support

Section 1. ORS 317.090 is amended to read:

(1) As used in this section:

(a) "Oregon sales" means:

(A) If the corporation apportions business income under ORS 314.650 to 314.665 for Oregon tax purposes, the total sales of the taxpayer in this state during the tax year, as determined for purposes of ORS 314.665;

(B) If the corporation does not apportion business income for Oregon tax purposes, the total sales in this state that the taxpayer would have had, as determined for purposes of ORS 314.665, if the taxpayer were required to apportion business income for Oregon tax purposes; or

(C) If the corporation apportions business income using a method different from the method prescribed by ORS 314.650 to 314.665, Oregon sales as defined by the Department of Revenue by rule.

(b) If the corporation is an agricultural cooperative that is a cooperative organization described in section 1381 of the Internal Revenue Code, "Oregon sales" does not include sales representing business done with or for members of the agricultural cooperative.

(2) Each corporation or affiliated group of corporations filing a return under ORS 317.710 shall pay annually to the state, for the privilege of carrying on or doing business by it within this state, a minimum tax as follows:

(a) If Oregon sales properly reported on a return are:

(A) Less than \$500,000, the minimum tax is \$150.

(B) \$500,000 or more, but less than \$1 million, the minimum tax is \$500.

(C) \$1 million or more, but less than \$2 million, the minimum tax is \$1,000.

(D) \$2 million or more, but less than \$3 million, the minimum tax is \$1,500.

(E) \$3 million or more, but less than \$5 million, the minimum tax is \$2,000.

(F) \$5 million or more, but less than \$7 million, the minimum tax is \$4,000.

(G) \$7 million or more, but less than \$10 million, the minimum tax is \$7,500.

(H) \$10 million or more, but less than \$25 million, the minimum tax is \$15,000.

(I) \$25 million or more, but less than \$50 million, the minimum tax is \$30,000.

(J) ~~\$50 million or more, but less than \$75 million, the minimum tax is \$50,000~~ **More than \$25 million, the minimum tax is \$30,001 plus 2.5% of the excess over \$25 million.**

~~(K) \$75 million or more, but less than \$100 million, the minimum tax is \$75,000.~~

~~(L) \$100 million or more, the minimum tax is \$100,000.~~

(b) If a corporation is an S corporation, the minimum tax is \$150.

(3) The minimum tax is not apportionable (except in the case of a change of accounting periods), and is payable in full for any part of the year during which a corporation is subject to tax.

Section 2. The amendments to the minimum tax made by Section 1 of this 2016 Act do not apply to any legally formed and registered "benefit company," as that term is defined in ORS 60.750. A legally formed and registered "benefit company" shall pay the minimum tax set forth in ORS 317.090(2) in effect prior to the passage of this 2016 Act.

Section 3. All of the revenue generated from the increase in the tax created by this 2016 Act shall be used to provide additional funding for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens. Revenue distributed pursuant to this section shall be in addition to other funds distributed for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens.

Section 4. The amendments to ORS 317.090 made by Section 1 of this 2016 Act and Sections 2 and 3 of this 2016 Act apply to tax years beginning on or after January 1, 2017.

Section 5. If any provision of this 2016 Act is held invalid for any reason, all remaining provisions of this Act shall remain in place and shall be given full force and effect.

RECEIVED
2015 FEB 13 AM 10 37
KATE BROWN
SECRETARY OF THE STATE

The organization leading support for the initiative is Our Oregon, a coalition supported by labor unions.^[3]



Supporters

House Speaker [Tina Kotek](#) (D-44)

Arguments in favor

House Speaker [Tina Kotek](#) said,^[6]

“ We have a revenue problem in this state. ... [While the measure is not perfect,] it would solve our revenue problem.^[5] ”

Opposition

Defeat the Tax on Oregon Sales registered to oppose this measure.^[7]

Opponents

Oregon Business Association^[3]

Oregonians for Competition^[8]



Arguments against

[Steve Buckstein](#), founder and senior policy analyst at Cascade Policy Institute, wrote:^[9]

“ While the unions portray their measure as making large, out-of-state corporations pay their fair share of Oregon taxes, the nonpartisan Legislative Revenue Office has released a ”

detailed report giving a much more balanced perspective, which includes:

IP 28 will increase state and local taxes by \$600 per year on average for every man, woman and child in Oregon, totaling over \$6 billion each full biennium.

IP 28 will dampen income, employment and population growth over the next five years. In fact, it is expected to reduce employment growth by more than 20,000 jobs over the next five years, with private sector job growth slowing while public sector job growth accelerates in order to spend all that new tax money.

IP 28 will hit lower- and middle-income Oregonians harder than it will affect high-income earners. In other words, it is a regressive tax.

Perhaps most telling, the Legislative Revenue Office concludes that IP 28 will act largely like a consumption tax. It estimates that roughly two-thirds of that \$6 billion per biennium tax increase will be passed on to Oregon consumers in the form of higher prices. Another name for a consumption tax is a sales tax.

The reality that IP 28 would effectively be a sales tax should be a lesson for all Oregonians that businesses generally don't pay taxes, people do. Even the largest corporations are made up of people, namely employees, and sell their goods and services to other people, namely customers. It is largely these two groups of people who pay so-called business taxes like the one that IP 28 would impose.^[5]

Media editorials

The *Bend Bulletin* published an editorial on June 10, 2016, that said,^[10]

“ The measure, which would bump up taxes on Oregon sales of \$25 million or more, goes much further than that, right into your wallet, as a matter of fact.

Thus, if you're a book reader, know that Powell's Books expects it would have to shell out 20 times more in taxes if the measure is approved than it does today. Powell's cannot, as some IP 28 proponents suggest most businesses will do, simply spread the cost out across stores in 49 other states; it will, instead, raise prices right here at home.

In Central Oregon, if you shop at one of the Wilco stores in Bend or Prineville, you will pay more for what you get. Wilco is an agricultural cooperative with more than 3,000 individual members.

Then there's Pacific Power, which supplies electricity in Bend, Redmond, Prineville and Madras. It expects its taxes to rise by \$40 million or so in the state, a cost it will pass on to each one of its Oregon customers in the form of higher electricity rates.

Expect an increase of 3 percent or 4 percent.

Some medical clinics also will be caught in the IP 28 web, according to a report in The Oregonian. Large clinics will no doubt raise prices for their services if their sales hit the magic \$25 million mark.

We've noted before that while IP 28 would bring pots of new tax money into state coffers, it would do so at a terrible price, one paid by virtually every person in the state. The measure does not simply apply to 'rich' out-of-state corporations. It applies to regulated power companies, booksellers, perhaps the family doctor, even companies not making a profit at all. And as each of those raises prices, it's the customers who will pay.^[5]

Reports and analyses

Oregon Legislative Revenue Office

The **Oregon Legislative Revenue Office** issued an economic analysis of the proposed initiative. The report said that the measure would increase the tax burden of Oregonians by about \$600 per capita and raise at least \$6 billion each biennium. The analysis can be found [here](#).

The direct impact of the initiative on hypothetical corporations, as detailed in the report, can be seen below:^[11]

Direct Impact of IP 28 on Hypothetical Corporations

Hypothetical Minimum Taxpayers	Minimum Tax Under Current Law	Minimum Tax Under IP 28	Minimum Tax Difference
S-Corp or Partnership	\$150	\$150	No Change
C-Corp with Oregon Sales of \$6 million	\$4,000	\$4,000	No Change
C-Corp with Oregon Sales of \$20 million	\$15,000	\$15,000	No Change
C-Corp with Oregon Sales of \$70 million	\$50,000	\$1,155,001	\$1,105,001
C-Corp with Oregon Sales of \$150 million	\$100,000	\$3,155,001	\$3,055,001
C-Corp with Oregon Sales of \$350 million	\$100,000	\$8,155,001	\$8,055,001

Interaction of Corporate Minimum and Tax Rates Under IP 28

Hypothetical C-Corporation	Oregon Sales (millions)	Net Income Apportioned to Oregon (millions)	Tax Under Current Law	Tax Under IP 28	Difference
A	\$20	\$4	\$294,000	\$294,000	---
B	\$60	\$3	\$218,000	\$905,001	+\$687,001
C	\$60	\$18	\$1,358,000	\$1,358,000	---
D	\$90	\$6	\$446,000	\$1,655,001	+\$1,209,001
E	\$200	\$15	\$1,130,000	\$4,405,001	+\$3,275,001
F	\$200	\$30	\$2,270,000	\$4,405,001	+\$2,135,001

Northwest Economic Research Center

The **Northwest Economic Research Center** at Portland State University published a report on July 6, 2016. The study showed that the measure would increase revenue by \$3.38 billion in the

first year of the tax increase. By 2027, this number would rise to \$4.3 billion. The report also predicted that the private sector would lose 38,200 jobs in the five years following passage of measure. The full report can be found [here](#).

Campaign finance

Total campaign cash^[12]  <i>as of June 21, 2016</i>	
 Support:	\$364,341.14
 Opposition:	\$0.00

As of June 21, 2016, the support campaign for this initiative featured one [ballot question committee](#), A Better Oregon VI. The group received a total of \$364,341.14 in contributions, consisting of \$53,928.00 in cash donations and \$310,413.14 in in-kind donations (contributions of services or goods). The support campaign had spent \$41,762.62.^[13]

The opposition campaign for this initiative featured one [ballot question committee](#), Defeat the Tax on Oregon Sales, that received a total of \$0.00 in contributions. The opposition campaign had spent \$0.00.^[14]

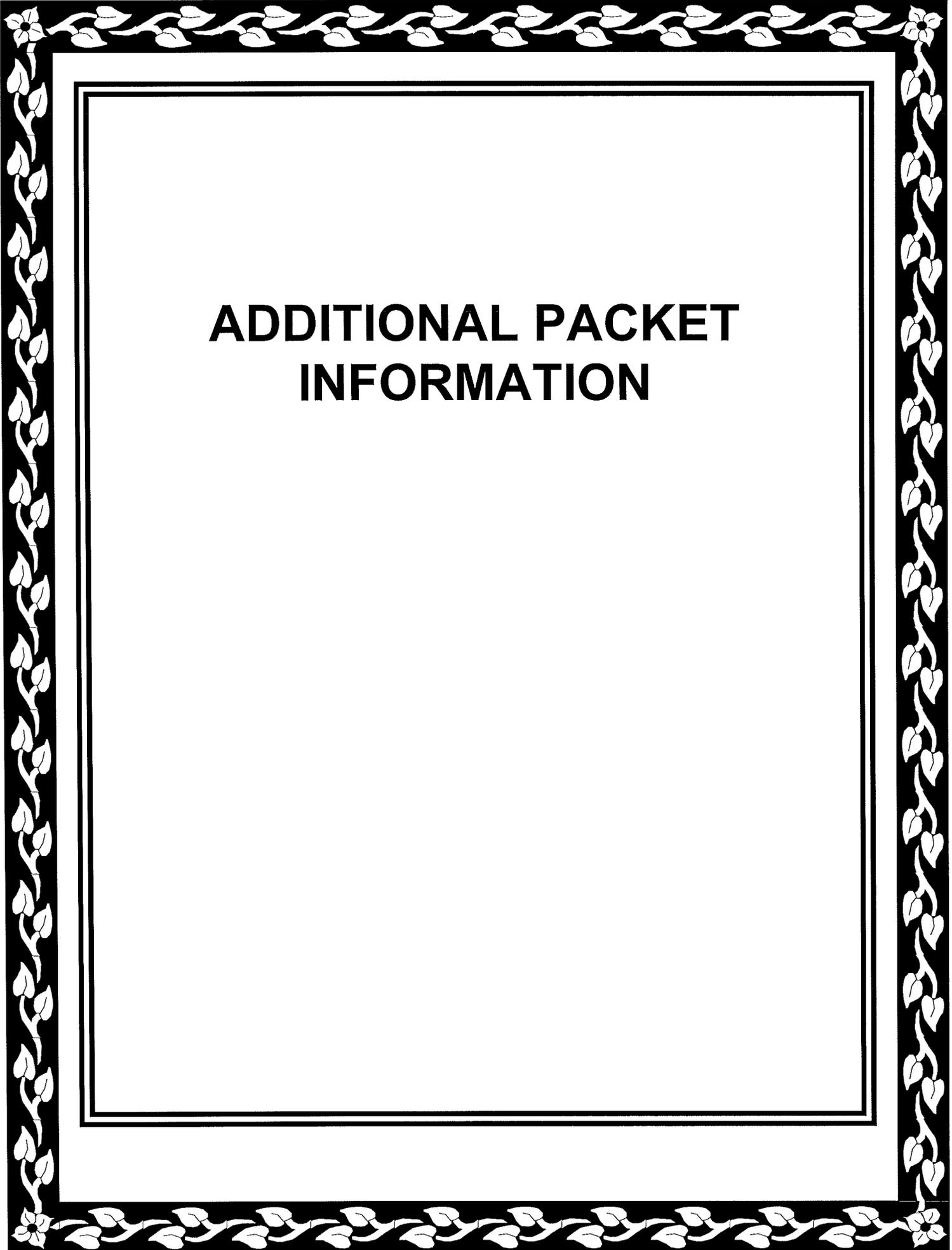
According to reports through June 21, 2016, the top donor in support of this initiative, Our Oregon, provided approximately 93 percent of the campaign's total war chest. It contributed \$340,310 in cash and in-kind donations.^[13]

Support

Cash donations

The following ballot question committee registered to support this initiative as of June 21, 2016. The chart below shows cash donations and expenditures current as of June 21, 2016. For a summary of in-kind donations, click [here](#).^[13]

Note: Committees that have less listed for either donations or expenditures than reported on the secretary of state's website were used to provide funds to other committees and were not designed to spend all of their money directly on a supporting or opposing campaign. See [Ballotpedia's campaign finance methodology](#) below.



**ADDITIONAL PACKET
INFORMATION**



City of Madras, 125 SW E Street, Madras, OR 97741. Tel. (541) 475-2344 Fax (541) 475-7061

City of Madras Employee Safety Committee Meeting Minutes
City Hall – 125 SW “E” Street
Madras, OR 97741
March 10, 2016 Meeting

I. Call to Order

The meeting was called to order by Chair, Rick Rohach at 8:15 a.m.

Members in attendance were: Gus Burrell (Management Rep), Rick Rohach (Parks/Golf Course), Bo Doan (Water/Waste Water), Rod Fulton (Streets/Shop/Maintenance) and Tammy McHaney (Police).

Visitors in attendance were: Jon Burchell (Parks/Golf Course)

II. Consent Agenda

- a. Consent Agenda
- b. Approval of Minutes

Tammy McHaney questioned the option of tabling agenda item #5 as Safety Officer, Sara Puddy was not present. It was determined that only discussion would take place and no decisions would be made.

A motion was made by Rod Fulton to approve the consent agenda and seconded by Bo Doan; the motion passed unanimously.

III. Visitors Comments

There were no visitor comments.

IV. Review of Findings from Quarter On-site Inspection

Consensus was to continue having a brief safety meeting immediately after onsite inspections just to corroborate any safety hazards found.

It was noted that SAIF Representative, Julia Means is able and willing to provide safety training to this Committee.

Staggered Membership terms were discussed to provide continuity of past discussions.

V. Accident/Incident Investigation Process Discussion

- a) The formal process is outlined in the City's Safety Manual pages 30-35
- b) See attached feedback from Julia Means, SAIF Rep regarding her observations of how the Safety Officer actively conducts investigations for the City. If additional comments, concerns or questions are raised about how the Safety Officer conducts these investigations, we can continue this agenda item.

Jon Burchell asked if Julia Means, SAIF Representatives' participation with on site inspections were considered annual training for this committee as required.

Chair Rohach noted that is a possibility.

Discussion took place regarding the "Correction Plan" spreadsheet. The spreadsheet was originally intended to track identified safety hazards and to make sure they were addressed.

A suggestion was made to list the hazards by department, perhaps using a color coded separation for identification purposes. Also items are to be listed numerically purporting older items first and new items added to the bottom. It was agreed that housekeeping items should not be listed on this plan, only safety hazards that need rectified.

It was suggested each department have something posted at their office/meeting area to publicize the Safety Committees endeavors/accomplishments.

Jon Burchell questioned if all employees should be viewing incident/accident reports. It was noted a review is done by the Safety Committee Members, and it was the responsibility of each Representative to forward the information to their perspective departments.

A discussion took place on accident reporting and it was noted that the City of Madras is a pro-reporting entity. All reporting should be proactive versus negative.

Incentive activities such as “pizza parties” were discussed. The idea of rewarding someone for safe environments is fine, but accidents happen and if that accident free timeline is never met it can create negative morale.

VI. Accident/Incident Reports

a) Bo Doan, dated September 2015

Member, Bo Doan left the meeting for this agenda item.

On September 22, 2015, Public Works employee Bo Doan, while recording water meter readings, stepped off the curb and injured his lower back. The accident was not reported to his supervisor until October 27, 2016.

The Committee discussed the corrective action listed on the “Incident/Accident/Near Miss report.” The report notes an “onsite massage therapist”. The Committee determined that that action is not a “best practice” and should not be used for future solutions.

Also mentioned were the multiple failures in reporting this specific accident. The employee failed to report the accident to his Supervisor at the time of the accident; The Supervisor failed to file a report until February 19, 2016; the Safety Officer did not notify the employee nor the Supervisor to complete an incident/accident form when the Safety Officer was first notified. All three City employees failed to follow the City’s policy.

The discussion continued onto how this could be avoided in the future. Protocol is needed and should be reinforced. Supervisors should routinely encourage and remind employees to report, even minor incidents/accidents. It was noted that every City employee is required to refresh and reread the City’s policy on an annual basis.

Again it was noted that the Safety Committee’s Representative is the connection to their perspective department and better efforts for communication are needed.

Dialogue continued about reporting noting it can be intimidating for various reasons; City Administrator Burril noted no City employee will ever be reprimanded for reporting incidents, accidents or safety hazards. Even anonymous safety hazards or suggestions will be accepted thru the web site or the suggestion box at City Hall.

Levels of judgement should be taken when reporting near misses. A definition of a “near miss” is needed and will be added to the next agenda.

The investigation process itself, was discussed. It was noted that currently the Safety Officer is the investigator and creates “findings” regarding the incident/accident. City Policy does not

determine “who” should investigate and so it was asked if the Committee should have a larger involvement with future investigations. This would limit liability for the Safety Officer. One suggestion was to have a “group” investigation and forward their findings to the safety officer. Other suggestions were to get ideas from other Safety Committees and to obtain training from SAIF employee, Julia Means.

Safety Committee Member Bo Doan reentered the meeting.

Chair Rick Rohach noted the City of Madras Employee Safety Committee is by far more advanced than many entities that follow this pursuit for safe environments.

Jon Burchell inquired on the status of updating the incident/accident form. Discussion took place about the possibility of combing the current form and his proposed form.

Consensus of the Committee was to add this item to the next agenda for reform and employees should continue to use the current form.

VII. Review of Findings Spreadsheet

Bo Doan presented pictures of a Meuret irrigation pump. He noted the “belt” on the pump was not enclosed. Chair Rohach acknowledged this is on their list to correct the hazard and will added to the Correction Plan.

Also, he initiated a discussion on safety rails. He proposed using safety on when performing maintenance or installing while installing water pumps. It was discovered that “confined space” protocol and training were needed. Rick and Bo will follow up on this and the subject will be added to the next agenda.

VIII. Additional Discussion

No additional discussion.

IX. Adjourn

The meeting adjourned at 9:40 am.

X. Adjourn

Meeting was adjourned at 9:05 a.m.

Tammy McHaney, Police Department



THE CITY OF **MADRAS**

City of Madras, 125 SW E Street, Madras, OR 97741. Tel. (541) 475-2344 Fax (541) 475-7061

City of Madras Employee Safety Committee Meeting Minutes

City Hall – 125 SW “E” Street

Madras, OR 97741

April 14, 2016 Meeting

1. Call to Order

The meeting was called to order by Rick Rohach at 8:19 a.m.

Members in attendance were: Sara Puddy, Gus Burrell, Rick Rohach, Wes Brewer, Rod Fulton, and Tammy McHaney.

Visitors in attendance were: Jon Burchell, Megan Hanse, Joe Brabham

2. Consent Agenda.

- a. Adoption of Agenda with additional items under Additional Discussion 1) adjust accident report; 2) add electronic suggestions; and 3) definition of “near miss.”

A motion was made by Rod Fulton to approve the agenda as amended, and the March 10, 2016 minutes. It was seconded by Gus Burrell; motion passed unanimously.

3. Visitors Comments

Joe Brabham mentioned that had now taken over building maintenance for the City and that things were going well. He reminded that when safety issues have been documented (i.e. on the findings spreadsheet for example) do not indicate or sign off that they have been taken care of if in fact they have not been.

The committee discussed possible forms of verification to ensure that safety issues are in fact being taken care of and completed appropriately. Gus mentioned that it is a coordination process between the department, the building maintenance department at which point it should be signed off on.

4. First Quarter Inspection Reports

Sara reminded that first quarter inspection reports needed to be submitted as soon as possible, and that she had not received any from city facilities to-date other than the ones that had conducted on-site inspections at (since the on-site counts toward the facility’s inspection report for that quarter).

5. **Accident/Incident Reports**

The committee reviewed the accident reported dated 3-16-16 by Wes Brewer. Wes provided an overview of the situation and summarized the information provided in the accident and investigation reports.

The committee discussed the incident and noted that this is the second accident within a few months' period that involved fleet trucks backing into parking spots. The committee discussed the ability to retrofit backup sensors into the existing fleet trucks to help prevent this from happening.

6. **Review of Findings Spreadsheet**

The committee reviewed and updated the safety findings spreadsheet.

7. **Additional Discussion**

- Adjust the accident report template to better fit the agency needs – Wes and Jon are going to modify and propose changes to the committee.
- Electronic accident report submittal – to be considered once the template is completed. The form can be completed electronically, but not signed electronically.
- Discussion about defining “near misses” and provide employees with examples. Sara said that she would provide Rick an email with a variety of definitions that can be useful.

8. **Adjourn**

Meeting was adjourned at 9:10 a.m.



Sara Puddy, HR and Administrative Coordinator

City of Madras
Madras Redevelopment Commission
Meeting Minutes
June 1, 2016

I. Call to Order

The Madras Redevelopment Commission meeting was called to order by Chair Doug Lofting at 5:32 p.m. on Wednesday June 1, 2016 in the Madras City Council Chambers.

Members in Attendance:

Royce Embanks
Tom Brown
Doug Lofting
Don Reeder

Members Absent Were:

Doeshia Jacobs
Blanca Reynoso
Chuck Schmidt

There are two membership vacancies.

Staff Members in Attendance:

Nicholas Snead, Community Development Director
Michele Quinn, Administrative Assistant
Kristal Hughes, Finance Director
Gus Burrell, City Administrator

Visitors

II. Consent Agenda

- A. Adoption of Agenda
- B. April 6, 2016 MRC Meeting Minutes
- C. Approval of May 2016 Vouchers
- D. U.S. Senator Merkley Letter to MRC Chair Lofting regarding the Spotted Frog

A MOTION WAS MADE BY TOM BROWN TO APPROVE THE CONSENT AGENDA AS AMENDED. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANIMOUSLY. 4/0

Gus Burril introduced our new Finance Director Kristal Hughes to the Madras Redevelopment Commission.

Finance Director Kristal Hughes told the MRC about herself she is moving from Tillamook and her previous employment was with Pacific Seafood and then changed employment to the Transportation District.

III. **Visitor Comments**

IV. **Spotted Frog Report (Becky Johnson Letter)**

Don Reeder explained the letter that was sent to Becky Johnson and it provides a more in-depth discussion about the spotted frog listing. Don also explained that Mrs. Hawkins is at a court ordered mediation. Don mentioned that he is not hopeful that the mediation will settle the issues.

V. **MRC FY 2016-2017 Budget Hearing**

Gus Burril told the Commission tonight we want to open the budget hearing. We have included in your packet the budget that was presented to the budget Committee in April. Tonight we are recommending you adopt the proposed numbers approved by the Budget Committee, both the MRC General Fund and MRC Reinvestment Fund. We have noticed accordingly and set up resolution that is a future step. At this time we would be happy to discuss the budget or answer questions.

Doug Lofting said he is happy with the budget as it stands Commissioners do you have any questions regarding the budget?

Nicholas Snead Community Development Director said he would like to remind the Commission that the MRC will take formal action at this time and you will approve the budget by approving Resolution No. MRC 2016-03 on your next agenda item.

Doug Lofting asked if there are any other questions?

VI. **Resolution No. MRC 2016-03**

Gus Burril brought to attention that there is a clerical error in the Resolution that needs to be corrected on page 30. The resolution clarifying that we wish to use the tax increment funding per the ORS identified adopting the funds in the General Fund and Reinvestment Fund total appropriations including reserves with a total budget of 1,126,378.00, and asking for a formal vote on this resolution.

A MOTION WAS MADE BY TOM BROWNTO APPROVE THE RESOLUTION NO. MRC 2016-03 ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND PROVIDING FOR THE DECLARATION OF TAX INCREMENT FOR FISCAL YEAR 2016-2017 IN ACCORDANCE WITH ORS 294.456. WITH THE AMENDEMENT TO CORRECT THE CLERICAL ERROR ON PAGE 30. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANMOUSLY. 4/0

VII. **Ratification of Request for Reconveyance and Indemnity**

Community Development Director Snead told the Commission that quite some years ago the MRC issued a loan to the World of Treasures. The property owner has changed

and the title company has approached City Staff and asked to approve a reconveyance and indemnity document. To clarify that the borrowers have fulfilled their obligations and that the MRC does not have any interest in the property, because the loan has been paid in full. I asked the City Attorney and City Administrator asking for the ability for Chair Lofting to sign the documents, because they have fulfilled all their obligations as specified in the original loan documents. As a way to expedite and not uphold the closing of the property any longer. So this evening we are asking authorization to ratify the request for reconveyance and indemnity.

Chari Doug Lofting told the Commission this is something that I have already signed. Commissioners do you have any questions regarding this ratification.

A MOTION WAS MADE BY DON REEDER TO APPROVE THE RATIFICATION OF REQUEST FOR RECONVEYANCE AND INDEMNITY. THE MOTION WAS SECONDED BY COMMISSIONER TOM BROWN AND PASSED UNANMOUSLY. 4/0

VIII Letter of Support for Jefferson County Enterprise Zone Renewal

Community Director Snead told the Commission that Janet Brown of EDCO, City Administrator, and Community Development Department are working together as a team to renew our Enterprise Zone. The last sentence is not grammatically correct and he requested authorization from the Commission to modify the last sentence. He reported that Janet asked if the MRC would consider a letter of support for the renewal. Staff recommends that the Commission approves the letter with minor modifications to support our enterprise zone.

Janet Brown asked the Commission if they have any questions. I think everybody knows about our enterprise zone and about the benefits it has brought to the County. The re-designation of the enterprise zone is for 10 years.

A MOTION WAS MADE BY DON REEDER TO APPROVE THE LETTER OF SUPPORT FOR JEFFESON COUNTY ENTERPRISE ZONE RENEWAL WITH MINOR MODIFICATIONS. THE MOTION WAS SECONDED BY COMMISSIONER TOM BROWN AND PASSED UNANMOUSLY. 4/0

IX. Commercial Development Recruitment

A. Approval of Professional Services Agreement with the Retail Coach

Community Director Snead told the Commission that the Retail Coach was determined to be the most cost effective contractor to provide the services. To enable the Retail Coach to start their services we need to execute the agreement with them. Tonight we are asking the Commission to approve the Professional Services Agreement and services will start July 1, 2016.

The Commission discussed the Retail Coach and their ability to provide the services that we are asking for. There were concerns that we have been given a lot of this information before and it hasn't done us any good. It would be nice to be able to provide some of the new downtown business some assistance on growing and developing their business when they first start. Also the downtown area needs to work together and get business downtown. There was also a suggestion from the Commission of advertisement or flyers that would be circulated or inserted in the paper of some of our local attractions. It was brought up that this company isn't looking for a business for the downtown. This company is looking for a business that will come in

and build in a bigger area.

A MOTION WAS MADE BY TOM BROWNTO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE RETAIL COACH. THE MOTION WAS SECONDED BY COMMISSIONER ROYCE EMBANKS AND PASSED UNANMOUSLY. 4/0

B. Report on Request for Qualifications for Local Commercial Development Recruitment Specialist Services.

Community Director Snead told the Commission that staff has issued the request for qualifications. Statements of qualifications are due June 21, 2016 so we are moving forward on that. This is a report only no action from the MRC will be needed at this time.

X. Report on Downtown Flowers

Community Director Snead told the Commission that the flowers have been put out in the downtown. I would like to thank the Public Works Department for all their help in doing that they did a great job. What you are not seeing is the hanging baskets on the light poles that were recently installed on the J Street project. We are waiting for the contractor to put the irrigation up through the light poles. We have all the flower baskets they are down at Public Works.

XI. Presentation of City of Madras Public Contracting Ordinance, No. 886

Community Director Snead the Madras Redevelopment Commission follows the general policies and ordinances of the City of Madras. Just recently the City updated our public contracting ordinance. There was a recent discussion on how we procure goods and services as a Commission. I wanted you to have this document should you want to refer back to it.

XII. Discussion of Summer MRC Meeting Schedule

Community Director Snead told the Commission that the City and the MRC split the cost for a contractor to install the irrigation in the light poles that were recently installed for the J Street project. What has happened is that the City has not accepted the J Street project from ODOT. The contractor has not completed all of their work and what that has done it has pushed the Public Works Department back at least 3 months. To be able to extend the irrigation up through the light poles and out to the hanging baskets, additionally the Public Works department is not adequately staffed at this time. We have received two quotes just over \$9,000.00 to have the work done. We are proposing to split that cost with the City so you are looking at about \$4,000 to \$5,000 dollars. In order to pay for that we need the MRC to approve a supplemental budget and we did not have time to advertise adequately so you could consider it at this meeting. So we will advertise next week so we could have a meeting on June 15, 2016.

The Commission discussed the June 15, 2016 meeting and whether the Commissioners would be able to attend.

Community Director Snead also informed the Commission that we will need a meeting in July and I would propose that we have that meeting on July 13, 2016. That meeting would be to conduct your normal business and to select a local commercial development recruitment specialist.

XII. Additional Discussion

Don Reeder asked if there are two vacant seats available for this commission. Have you recruited anybody or tried to recruit?

Community Director Snead told the Commission he has not made a pronounced effort to recruit members for the vacant positions other than putting ads in the newspaper.

The Commission continued to have a discussion on recruiting some new people to the Commission and what the qualifications are.

Community Director Snead told the Commission that Lee Baggett approached staff about the difficulty in acquiring the property north of his salon. He would like to see if the MRC would be agreeable to another loan to him to acquire the property. In doing so he would put in a new access, landscape it, pave it, put in curb and gutter. He would also repay his loan in full to the MRC in 8 months. He is asking for a \$50,000.00 dollar loan. I wanted to see if there is any strong opposition with this or some willingness to consider a proposal. I would like to know that so staff could move forward in refining this proposal with Mr. Baggett and then bring it to you.

Don Reeder declared a conflict of interest as I represent Mr. Baggett.

Doug Lofting I think this is something we should consider. What I would like to see from the Baggett's is to see a plan.

Community Director Snead When Gus and I met with them afterwards two important principals that we discussed. If we did anything we need to maintain our cash in the general fund and we need to retain our ability to expand our line of credit. We are proposing to use our reinvestment fund if we get to an agreement.

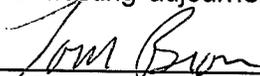
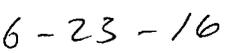
Doug Lofting told the Commission that he had a conversation with Kevin O'meara regarding the property behind the Sonic and Kevin wants that blight to go away just as badly as we do. I explained the recent success that we had with Mr. Potter by McDonalds. I told him that he needs to deal with the asbestos assessment and abatement. Kevin said he is in favor of this he has talked with the fire department and they were supposed to get him paperwork. I told him that either the fire department or the City that somebody would get the proper paperwork to you.

Don Reeder asked if Lanis Metteer still own the old rock?

Community Director Snead I am not sure I would have to check with the assessor's office.

XIV. Adjourn

The meeting adjourned at 6:34 p.m.

	
Tom Brown	Date
Vice Chair	
	
Nicholas Snead	Date
Community Development Director	

City of Madras
Recreational Marijuana Advisory Committee Meeting
Meeting Minutes
June 9, 2016

I. Call to Order

The Recreational Marijuana Advisory Committee Meeting was called to order by Mayor, Royce Embanks at 3:00 p.m. on Thursday, June 9, 2016 in the Madras City Council Chambers.

Members in Attendance:

Michelle Hallas, Shawn Winsor, Janet Brown, Mike Boynton, Sam Stapleton, Ali Alire, Joe Krenowicz, Tom Brown, Richard Ladeby, Royce Embanks, Jocelyn Anderson.

Members Absent Were:

Staff Members in Attendance:

Nicholas Snead, Community Development Director
Jeremy Green, City Attorney
Alan Dale, City Attorney
Michele Quinn, Administrative Assistant
Rob Dehnert, Assistant Planner

II. Introductions

III. Appointment of Committee Chair and Vice Chair

A. Chair

A MOTION WAS MADE BY JOE KRENOVICZTO APPROVE JANET BROWN AS CHAIR PERSON FOR THE RECREATIONAL MARIJUANA ADVISORY COMMITTEE. THE MOTION WAS SECONDED BY COMMISSIONER ALI ALIRE AND PASSED UNANMOUSLY. 11/0

B. Vice Chair

A MOTION WAS MADE BY JOE KRENOVICZTO APPROVE MIKE BOYNTON AS VICE CHAIR PERSON FOR THE RECREATIONAL MARIJUANA ADVISORY COMMITTEE. THE MOTION WAS SECONDED BY COMMISSIONER RICHARD LADEBY AND PASSED UNANMOUSLY. 11/0

IV. Overview of City of Madras Resolution No. 09-2016

Community Development Director Nicholas Snead went over Resolution No. 09-2016 and explained that City Council passed this resolution to adopt zoning and reasonable, time, place, and manner regulations prior to the general election. This Committee has eleven members appointed by City Council and each member will serve on the RMAC commencing the adoption of this resolution and ending on November 8, 2016. The RMAC will act as an advisory body to the City of Madras Planning Commission and City Council.

V. **Discussion of Committee Meeting Schedule and Procedures**

Community Development Director Nicholas Snead told the Committee that he took a leap of faith and scheduled the four meeting dates. Nick asked the Committee if the dates scheduled will work for everyone. The scheduled dates are as follows:

June 9, 2016 3:00 p.m. - 5:00 p.m.
June 23, 2016 3:00 p.m. - 5:00 p.m.
July 7, 2016 3:00 p.m. - 5:00 p.m.
July 21, 2016 3:00 p.m. - 5:00 p.m.

Community Development Director Nicholas Snead explained that minutes will be taken at each meeting and that all the materials will be available on the City's website. We will need to have a quorum for each meeting and a quorum is six members. We will work through consensus or a majority of the vote if there is not a consensus. Staff will offer all materials for the meetings we would like to be paperless so if you are in need of a hard copy please let us know.

VI. **Review of Legal Framework**

Jeremy Green, City Attorney introduced himself and Alan Dale and explained to the Committee how they have been advising the City. Jeremy read through the memorandum.

This memorandum concerns various legal matters surrounding the development of time, place, and manner restrictions (TPMs) for Recreational Marijuana (RMJ) establishments in the City of Madras. As a reminder, Medical Marijuana (MMJ) and RMJ are generally regulated by two different state agencies MMH by Oregon Health Authority (OHA) and RMJ by Oregon Liquor Control Commission (OLCC). Recent legislative trends suggest that the state is moving towards a consolidated system of marijuana regulation. However, at the moment, MMJ and RMJ are treated separately. The focus of the RMAC is to provide recommended regulations concerning RMJ operations in City. To this end, the RMAC will develop and recommend reasonable time, place, and manner land use regulations intend to mitigate the impacts of RMJ uses. These regulations may address, among other things, sight, sound, smell, size/scale, location, access, and other impacts associated with marijuana land uses.

VII. **Review and Discussion Results of Community Survey**

Community Development Director Nicholas Snead went through the Recreational Marijuana Community Survey and explained the results to the Committee.

Question 1: Where do you live?
51.64% lived in City Limits
48.36% lived outside of the City limits

Question 2: What concerns do you have about the manner in which the existing dispensaries operate?
68% said I don't have any concerns

Question 4: The City currently requires Medical Marijuana dispensaries to be at least 1,000 feet from another Medical Marijuana dispensary. Should Recreational Marijuana dispensaries have the same spacing standard?

66.12 % said yes

Question 5: In which zoning districts should growing and processing of Recreational Marijuana be limited?

Industrial Zone 25.20 %

Commercial Zone 17.89%

Residential Zone 21.95%

None 34.96 %

Question 6: Should businesses that produce recreational marijuana be prohibited in residential zones?

69.67 % Yes

30.33 % No

Question 7: What impacts of recreational marijuana growing and processing are you concerned about?

42.62 % I do not have any concerns

Questions 9: in which zoning districts should recreational marijuana wholesalers be permitted to operate?

Industrial Zone 33.33%

Commercial Zone 43.09%

None 23.58%

Question 10: In which zoning districts should retail sales of recreational marijuana be permitted to operate?

Industrial Zone 7.44%

Commercial Zone 74.38%

None 18.18%

Conclusions:

- Both City and County residents participated in the survey
- Not much concern about existing Medical Dispensaries location or signage
- Recreational dispensaries should have same 1,000 foot spacing from other dispensaries.
- Location where growing & processing recreational marijuana unclear.
- Recreational marijuana shouldn't be sold in residential areas.

Shawn Winsor asked about the spacing between the dispensaries and Joe Krenowicz added is that from property line to property line?

The Committee had questions about land use and does everybody understand the City's land use codes, and the difference between the three different commercial zones and the industrial zone.

Community Development Director Nicholas Snead explained to the Committee the difference between the commercial and industrial zones.

IV. Discussion of Zoning Districts where Processing and Retail Sales of Recreation Marijuana will be permitted.

Chair Janet Brown went around the room and asked each member where they felt processing and retail sales of recreational marijuana be permitted.

The Committee's discussion and consensus on whole sale of recreational marijuana is to keep it in the industrial zone.

The Committee's consensus on processing marijuana is to keep it in the industrial zone.

The Committees consensus on retail sales of recreational marijuana is commercial zones C-1, C-2, and C-3

The Committee decided to research labs and come back to this discussion.

X. Discussion of Needed Regulations for Processing and Retail Sales of Recreational Marijuana.

Due to time constraints this item was not discussed at this time.

XI. Public Comments

There were no comments offered by the public.

XII. Discussion of June 23, 2016 Meeting Agenda and Expectations

Community Development Director Nicholas Snead confirmed with the RMAC that the upcoming June 23, 2016 meeting will work with everyones schedule. Nick also told the Committee that we are trying to be paperless so if you want a copy of the packet please let us know.

Adjourn.

Meeting adjourned at 4:55 p.m.

Janet Brown
Chair

Date

Nicholas Snead
Community Development Director

Date

