CITY COUNCIL MEETING PACKET

MAY 24, 2016

City of Madras
City Council Meeting
City Council Chambers

May 24, 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 Minutes From the May 10, 2016 City Council Work Session

B. Approval of Minutes From the May 10, 2016 City Council Meeting

C. Approval of Sister City Program Funding for Japan Trip

D. Council Approval of Proposed Madras Police Employees' Association Contract

E. Approval of Contract Change Order No. 1 - FCS Group Water and Systems Development Charge Rate Study

F. Ratification of Contract Change Order No. 7 - Construction Services Contract for High Desert Aggregate and Paving for the Madras Municipal Airport Runway Connect Oregon V Project, No. 2013-07

IV Visitor Comments

V Council Authorization to Donate the Friendship Pole to The Jefferson County Arts Association

Public Works Director, Jeff Hurd
Coralee Popp, Jefferson County Arts Association

VI Deschutes Valley Water District - Water Sales Agreement

City Administrator, Gus Burril

VII Solar Eclipse Planning Update and Council Consideration of Sublease Agreement, Special Event Agreement - Oregon Solar Fest 2017, and Madras Municipal Airport - Oregon Solar Fest 2017 License Agreement With Jefferson County Tourism Group

City Administrator, Gus Burril

VIII Ordinance No. 888

An Ordinance regulating the placement, size, and types of signs displayed on buildings and premises within the City of Madras, superseding and replacing Ordinance No. 697 as amended by Ordinances No. 772, 783, 815, 818, and 854, and declaring an emergency.

1) Motion by Council to read Ordinance No. 888 by title only. Vote is then taken on the motion.

2) City Attorney or his designee will read Ordinance No. 888 by title only.

3) Motion by Council to approve and adopt Ordinance No. 888 (if Council so chooses).

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

Community Development Director, Nicholas Snead

IX Additional Comments, Announcements, and Department Reports

X Adjourn

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

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

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

The City of Madras is an Equal Opportunity Provider.

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS
WORK SESSION
MAY 10, 2016

I CALL TO ORDER

The City Council Work Session was called to order at 5:36 p.m. on Tuesday, May 10, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

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

CITY STAFF MEMBERS IN ATTENDANCE WERE:
City Administrator, Gus Burril; HR and Administrative Coordinator, Sara Puddy; Police Chief, Tanner Stanfill; Public Works Director, Jeff Hurd; Community Development Director, Nicholas Snead; Building/Fleet/Street Supervisor, Rodney R. Fulton, and City Recorder, Karen J. Coleman.

VISITORS IN ATTENDANCE WERE:
A few individuals entered the work session just prior to the start of the regularly scheduled City Council meeting.

The following item was added to the work session agenda for discussion prior to Section III - Madras Police Employees' Association Contract.

- Request That Council Declare the Second Monday in October as Indigenous Peoples' Day

II SISTER CITY DISCUSSION

City Administrator Burril presented the following information that had been researched and prepared by HR and Administrative Coordinator, Sara Puddy:

City of Madras' Participation

- Creation of the Sister City Committee was a result of a goal setting work session held by the Madras City Council in 1989, and was established to seek a sister city relationship with a city in Japan was established in 1991.

- On December 11, 1992, a letter was written to the Village of Kitamimaki requesting to enter into an affiliation with the City of Madras, after multiple meetings of unanimous consideration for the affiliation by both parties. The intent was to facilitate awareness and appreciation for each other's culture and people.

    - At the time, the affiliation was only between the citizens and of each respective city's person-to-person/community-to-community basis rather than between the two governments.

- An article of Amendment for Nonprofit Organizational status was filed in 1993 as Madras Sister City, Inc.

- Bylaws were created for the Sister City Committee on May 19, 1994

    - Membership dues
    - Meeting requirements

- Annual meeting to be held second Thursday of May to elect officers and conduct business as required; regular meeting to be held quarterly.

    - Board of Directors – five BOD
    - 50% of the board elected annually
    - Board Officers

- Chairperson, Vice Chair, Secretary, Treasurer

    - Describes other requirements by the committee

- The City entered into its Sister City Agreement with Tomi City, Nagano, Japan on June 24, 2005.

    - Historically, members of the Tomi City government visit Madras once every couple of years; annually send exchange students to Madras where they are hosted by area families for multiple days.

    - Former mayors have made the trip to Japan, (personally funded) multiple times over the course of the life of the partnership.

- The City, Courtain's, and Chamber of Commerce co-hosted dinner event for Tomi City Mayor and his elected board two years ago at Jefferson County Senior Center.

Purpose of Sister City Participation

"Sister City organizations plan and implement cooperative activities and exchanges in cultural, educational, municipal/technical, business, and humanitarian fields. Thousands of inbound and outbound exchanges take place every year, as well as virtual exchanges and other remote, cooperative activities."

Creation of Sister Cities

A relationship is formally created when the mayors or highest elected officials from two communities sign a memorandum of understanding establishing the sister city partnership. However, this is usually the result of a long process that involves the local sister city organization along with the municipality and other local institutions. Sister city relationships may develop from a number of sources, including but not limited to: preexisting mayoral relationships, trade relationships, historical connections, ancestral/demographic connections, expatriate communities, shared geographic/sector challenges, faith-based groups, and personal experiences ranging from study/work abroad to marriages.

Sister City Operation/Structure

Sister city organizations may be run by a group of volunteers, representatives from local institutions, the mayor's office or municipal government, or by some combination of these. Most often sister city organizations are incorporated as 501(c)(3) nonprofits, although the municipal government may have representation or a formal relationship with the group. Many are governed by a board of directors or commission, although the majority of members are volunteers from all sectors of the community. They are most often organized by committee, with one committee for each partnership responsible for creating and implementing projects.

Historical Financials

- Non-Profit Designation $50.00/year (City pays)
- Sister Cities International $290/year (City does not pay)
- City Contributions to Sister City-hosted functions $4,000.00

City Administrator Burril indicated that it was mentioned earlier that the Sister City organizations may be run by a group of volunteers, representatives from local institutions, the mayor's office or municipal government, or by some combination of these. He said that it looks like Floyd Courtain, based on the discussion from a prior City Council meeting, is asking for either the Council to be that group or that a committee be formed.

He reminded the Council that Mr. Courtain had advised them that he and his wife can no longer keep the program going. He did want the Council to have a discussion around what they think this might look like going forward. Does the Council want to stay committed to the program, and if so, there will need to be a discussion on how to organize that. He said that he thinks that tonight Council needs to discuss a couple of things:

1) A commitment going forward; and

2) The immediate request for funding that was presented for a group that would be going to Japan this year.

They are trying to raise approximately $10,000. He told the Council that he reviewed the City's budget. The City has not budgeted specifically for this event; however, the Budget Committee, from this point forward, has started to assign a yearly allocation. Some of the funds that are available this year could come out of under-spending for the Solar Eclipse Event. The other unanticipated income is approximately $2,600 coming back that didn't get used in the community event last year.

He told the Council that should they reach a consensus, this item could be placed on a regular City Council meeting agenda to get their formal support.

Council needs to determine whether they want to continue with the Sister City Program, and if they want to support the current request that is coming out of the committee to send a group over to Japan this summer.

Mayor Embanks mentioned that he had heard from Floyd Courtain over the weekend and they are still planning on the students going to Japan. They looked for a chaperon and Public Works Director Hurd and his wife volunteered. The trip is scheduled to go from June 16, 2016 to June 26, 2016. It is his understanding that they are still trying to get three or four young people to go.

There is one young man that is not having much luck in raising money for the trip. It was his understanding that they want $2,500.

Public Works Director Hurd indicated that he believes that the young man's name was Josh Hocker. He and his family has been a big part of the program for the past two or three years that he knows of.

Mayor Embanks pointed out that they talked about doing this on a regular basis and raising funds or making it a budget item, but this doesn't solve anything for this year. He said that he is trying to solve what the City can do this year to get them over there to keep the program going and we can then work on getting a fund established and determine how much money can be placed in that fund every year.

Councilor Montgomery wanted to know the value of the program to the City. What does it bring to the City?

Public Works Director Hurd mentioned that once a year he and his wife hosts a high school student and for the whole week they live with them, they take them to school, feed them, get to learn about their culture, teach them about our culture, and inevitably at the end of the week, his wife gets sad because she feels like she has lost another kid. They remain friends with them on Facebook. For them it has just been a good way to experience the different cultures between the two cities. A lot of the students really enjoy it over here and hate to go back. There are always tears when they drop them off.

Mayor Embanks explained that not everything has a tangible dollar amount. The culture enrichment of our citizens can mean a lot more than just dollars and cents. It makes them aware of the world, makes them aware that they are not alone in the world, and that this world is populated with different people that have different ideas. In his opinion, having ties with Japan is a plus because they are one of the big economic drivers for Oregon. He indicated that he does not know what the exports are from Oregon in a year or what the imports are in a year from Japan, but he knows that they are substantial.

We send ROTC students to participate in France and events in Hawaii. He asked what the economic value is in that.

Public Works Director Hurd said that he knows that the kids get a lot out of it. The kids that come over are put with a host family with another teenager and go to school with them for the whole week. They usually become pretty close.

Councilor Ladeby wanted to know how much money is being requested.

Mayor Embanks explained that they had wanted $10,000 from the Transient Room Tax, but Council didn't give them that and he personally didn't believe that the City needed to give them that much. They need approximately $2,500 per student.

In his opinion, since they are still planning on going through with the trip and are raising their own money, that it would be a positive gesture on the City's part to say that we do want the program to continue. There are about 70 Sister Cities in Oregon. They remain viable because they are worthwhile in some way, if not for the City's economic value, but maybe for the State.

City Administrator Burril told the Council that they held back about $6,500 of un-programmed funds, and approximately $1,500 as unassigned. He recalled that they moved an item called Sister City and started building a reserve for it.

Councilor Montgomery mentioned that if the Council feels that this is something that we should be supporting, is the Transient Room Tax source the place to get the money? We always have this conversation about the applicants for that cash. This in his opinion, would fall at the wrong end of the spectrum in terms of generating economic benefits.

He added that the Council will have to come up with some sort of a budget and some assumptions about how the money is going to be spent.

City Administrator Burril advised Councilor Montgomery that Council has a couple of options that initially come to mind:

1) Keep it in the Tourism Fund as they are coming to Madras and he is not 100% convinced that some of their folks do not end up touring here with that relationship; and

2) Council also has a City Council expense line item in the Central Services budget. If Council were to direct staff to make preparations annually for a certain amount or for an every three to five year amount that they want staff to target raise (e.g. 50% out of Central Services and 50% out of the Transient Room Tax) staff would start trying to meet those targets.

To answer the question of "can we support it", he would say, yes he thinks so". Tonight Council needs to determine whether they want to support the program or not and to what level, and to consider the current request that is in front of them.

Councilor Schmidt said that he would like to support the program. He pointed out that $10,000 is a lot of money out of that fund for this year, but if we were going to send someone every three or four years, and we were to set funding aside per traveler, over a period of time you could get $1,500 to $2,000 per student or traveler to pay for most of that trip. He told the Council that he does not think that we can fund it yearly. He asked if the funds could be rolled over into this fund each year.

City Administrator Burril assured him that they could.

Councilor Schmidt wanted to know who is going to make sure that this program continues. It takes someone who is going to be here and do that, whether it is an individual from the Council or a staff member like Public Works Director Hurd.

Councilor Walker mentioned that he thinks that it would be a slap in the face to Tomi City's Mayor and Councilors to just up and drop the program. He agrees that we should continue to support it as much as possible. We do not need to fund 100% of the trip. In his opinion, the kids should be able to raise some of their own funds, but he would not be against helping them.

Councilor Brick agreed with the comments that Mayor Embanks made about the non-monetary advantages to it. If the City is going to agree to a long-term commitment and support for this program, the City needs to be committed and put the resources into it. He said that he would rather gracefully back out then only half-heartedly support it. He told the Council that he would like to see the City figure out a way to support the program at a level that is respectful of the relationship and also leverages the opportunities and the benefits to its fullest potential.

Councilor Ladeby also agreed that the City should support the program and try to help fund it. His only question is, if the City were to fund this, what is going to be cut to help support the program. He pointed out that costs are going to go up.

City Administrator Burril told Councilor Ladeby that this is why he is proposing a four or five year rotation to make the program more sustainable as he does not think that this would be sustainable on an annual basis.

Councilor Brown wanted to know if the City would need to put together a committee to fulfill the non-profit requirements.

Councilor Montgomery indicated that he assumes that the non-profit exists now. Changing the Board to other people would be part of that process.

Councilor Brown asked who this was going to be.

City Administrator Burril reminded Council that this is one of the questions that would need to be answered tonight.

Councilor Montgomery mentioned the need for a City Council member to be on the Board if the City is going to do it. The students that want to participate need to know what year the money is going to be available so they can start planning in advance to raise their money.

Councilor Brick suggested that the City come up with some money this year and get the Board together and direct them to present a long-term strategic plan to the Council on how this program can be sustained going forward with a reasonable cost. He wanted to know if $1,500 is available to give to them without taking money away from another project.

City Administrator Burril advised Councilor Brick that they are anticipating $2,600 to be returned from one of this year's grant requests and explained that these funds would be available to re-appropriate right away. If Council wants to give them more than this, then it would need to be borrowed out of another line item.

He said that he is generally hearing that the Council would be open to providing some support this year with some funds that are being returned to the City. Council will also need to determine how much money will have to be raised possibly every three to four years to send a delegation to Japan, as well as who should be recruited as an interested party to be the lead. He asked the Council if this is a conversation that they would like to have with Mr. Courtain. This will end up on a future agenda.

Councilor Brown recalled that the Council gave the ROTC $2,000 and suggested that the City give the Sister City Program the same amount of money, but make sure that there is funding available to last through the rest of the year for requests, as there is going to be some.

City Administrator Burril told Councilor Brown that staff will bring that back with a staff report.

III REQUEST THAT COUNCIL DECLARE THE SECOND MONDAY IN OCTOBER AS INDIGENOUS PEOPLES' DAY

Mayor Embanks mentioned that the request that was received from the Central Oregon Community College, Native American Program Coordinator, asking that Columbus Day be changed to Indigenous Peoples' Day is, in his opinion, a very controversial issue. The City is being asked to approve a resolution; however, he is not in favor of all of the points mentioned in the sample resolution that was provided. He is suggesting that the Council not make a decision on this tonight during the regular City Council meeting because he thinks that there are some real expenses involved that he thinks should not be taken on (e.g. going through all of the City records and removing any reference to Columbus Day and changing everything to Indigenous Peoples' Day, and strike any references to Columbus Day from all calendars and from the City's website).

The City can do all of the encouragement we want, but people will do what they want. He reiterated that the resolution contains some language that he does not feel comfortable in supporting.

Councilor Brown agreed with the comments made by Mayor Embanks as he is not comfortable with it at all. He suggested that the Council thank Ms. Ricketts for her time, and if Council wants to do something, he thinks that they can do something on their own that will benefit the Madras community.

Councilor Brick said that he is very comfortable with it. As he read through the documentation he was in the uncomfortable position of being very supportive of their goal and found their supporting documentation to be hyperbolic, one sided, etc., but at the end of the day Madras is a unique small town as a gateway to a Native American reservation. He agrees that the way they structured their request, it would create some expenses and some time that probably does not need to be taken, but he thinks that the City can honor their request while saying that we agree with the policy, but we want to take some time to implement it so that from a budget standpoint we are not over burdened in one year. He told the Council that he does not disagree with their key points; however, does disagree with some of the polemics in the support material.

Councilor Walker indicated that he respects the request. If the City agrees to their request he would recommend that the City make it effective from this day forward and not go back through all of the City records.

Councilor Schmidt wanted to know if this is something that the Country has decided to do. Did the Country decide to change Columbus Day to Indigenous Peoples' Day? He mentioned that he does not have a problem with this, but suggested that this be a Proclamation rather than a resolution. He indicated that he does not agree with having to go back and incur costs to strike this reference from all of the records.

Councilor Ladeby explained that he understands what they are trying to say and supports a lot of what they are asking, but he does not feel that it is necessary for the City and the schools to go through all of their records to strike this reference. We are one of the most diversified, multi-cultural communities in the State of Oregon already so he does not agree with what they want to do.

Councilor Brown advised Council that not agreeing with what they want to do doesn't mean that the City cannot do a Proclamation at some point, but there are some things in the material that was provided that he does not agree with. This is the only community in the United States that voted to pay for half of a school on a reservation.

Mayor Embanks mentioned that he is not in favor of rewriting history. He suggested that perhaps history should remind us of all of these atrocities that were committed, but he feels very uncomfortable about rewriting and obliterating the reference to something that did happen and has happened over the years. He said that he respects our Native Americans and would have no objections to declaring an Indigenous Peoples' Day and encouraging everybody else to support that, but he does not like the idea of going back through our historic records and changing things in there. In his opinion, this would seem to be illegal or unethical.

Councilor Montgomery suggested that the Council go as far as we can to respecting the request. He questioned the City being asked to go back through the records as this would not be very practical and would not want the City to spend a lot of time on it. He appeared to disagree with the characterization that this would be rewriting history. He indicated that he believes that Columbus Day is still on the books and that the City may be one of a number of communities that are being asked to do this.

Councilor Brick explained that the City can direct staff to prepare an appropriate resolution that meets what the Council can all be comfortable with, as, in his opinion, the City does not have to follow what they are recommending. They just have samples in there.

Councilor Embanks wanted to know whether the City can or should be making this type of decision for the community, and questioned whether their constituents would agree with this change.

City Administrator Burril reminded the Council that any decision would need to be made during the regularly scheduled City Council meeting as no decisions can be made during the work session. He suggested that Mayor Embanks may want to mention that he has tried to understand the Councilor's interest in this, that the feedback he has received is that the Council wants to look at this some more as there are some elements that they support, but there are some elements that they are not sure about and need a little more time to review. Staff may be directed to bring some drafts back for them to work on.

IV MADRAS POLICE EMPLOYEES' ASSOCIATION CONTRACT

City Administrator Burril explained that there are no controversial items in the proposed contract. He told the Council that HR and Administrative Coordinator Puddy did a good job of obtaining the comparable data for them to look at. Staff just wanted them to become acquainted with the contract provisions, so that when it is presented for approval, they will be ready to approve it.

Police Chief Stanfill mentioned that this contract has been vetted over roughly 17 years. They were a union when he took over as Shop Steward and one of his first official acts had been to disband the union and form an association as that allows the employees to negotiate. With a union, you are at the will of the union itself, whereas with an association the employees say what is important to them and it isn't guided by a big state or national union; it is governed by the association members.

Before the union was disbanded and the association formed, the negotiations were heated, were ugly, they went to mediation, went to arbitration, unfair labor practices, etc. and they ended up with this base contract. The contract has been updated over the years to remain in compliance with Oregon Revised Statutes and is comparable to contracts from other cities of our size.

In his opinion, this is a quality contract for both management and the association members, as it provides him with the management rights he needs, as well as protects the association members as employees. The proposed contract has been vetted by the association's attorney, as well as by the City's Labor Attorney, Bruce Bischof. The association has agreed to the proposed contract.

City Administrator Burril and Police Chief Stanfill reviewed the changes in the contract provisions for those in attendance. The changes included the holiday pay process, salary steps, certification, training, and longevity pay, personnel records, and health care. This is a three year contract that allows negotiations to be reopened should we see some high cost of living years.

Police Chief Stanfill explained that, compared to earlier years, management and the association are now able to work very well together and have avoided a lot of litigation, avoided arbitration, and avoided having the attorneys come into the room. They now have a very helpful relationship which has been beneficial to everybody in the city.

Councilor Schmidt wanted to know if they are required to sign a document that confirms that they have seen and read the contract.

HR and Administrative Coordinator Puddy advised Councilor Schmidt that in addition to anything that they would sign for the Police Department, they are required to sign an acknowledgement form for the Personnel Manual when they go through orientation on their first day with her and this form does go in their personnel file.

City Administrator Burril mentioned that the Police Department's contract supersedes the City Personnel Manual; however, if the contract doesn't speak to a particular issue, they are still bound by the Personnel Manual requirements. They work together, but if there is a conflict or one gives a higher benefit, the contract rules, but the Personnel Manual is still in play with the employee.

V ADJOURN

The City Council Work Session was adjourned at 6:55 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

OFFICIAL MINUTES

CITY COUNCIL, CITY OF MADRAS
MAY 10, 2016

I CALL TO ORDER

The City Council meeting was called to order by Mayor Royce Embanks at 7:05 p.m. on Tuesday, May 10, 2016 in the Madras City Hall Council Chambers located at 125 S.W. "E" Street.

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

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

VISITORS IN ATTENDANCE WERE:
Gina Ricketts, Native American Program Coordinator, Central Oregon Community College; Holly Gill, News Editor with the Madras Pioneer; Merlin Tom; Mabel Jackson; Vickie Franklin; Sam Mom; and Jesse Gilbert.

II PLEDGE OF ALLEGIANCE AND PRAYER

Mayor Embanks asked Councilor Ladeby to lead the pledge of allegiance to the flag of the United States of America, which he did.

The Mayor then offered the prayer.

III CONSENT AGENDA

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

A. Approval of Vouchers

B. Approval of Minutes From the April 26, 2016 City Council Meeting

C. Ratification of Expenditures for the 12th and "A" Street Storm Water and ADA Improvements

D. Approval to Surplus Four (4) Pieces of Equipment Public Works Department / Police Department

City Administrator Burril recommended that the Council use the "revised agenda" that had been placed in front of them as staff has added the following items:

- Section V Authorization allowing the Bank of the Cascades to make approved changes to signature cards for the General Checking, Madras Police Funds, and access to the City Safety Deposit Boxes

- Section IX Mayor's Appointment of a New Finance Director and Confirmation of the Appointment by Council

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

IV VISITOR COMMENTS

- Request That Council Declare the Second Monday in October as Indigenous People's Day

Gina Ricketts, Native American Program Coordinator, Central Oregon Community College, residing in Redmond, came forward and told the Council that she knows that they had been given the documents that she had provided (e.g. a sample resolution and a PowerPoint presentation).

She introduced the students from Central Oregon Community College that had accompanied her to the meeting (e.g. Merlin Tom, Mabel Jackson, Vickie Franklin, Sam Mom, and Jesse Gilbert). She then advised Council that they wanted to propose that the City of Madras take into consideration eliminating the Columbus Day holiday and instead replacing the second Monday in October with

indigenous Celebrations Day. She asked if the Council would like her to go over the information that she had provided.

Mayor Embanks indicated that it would not be necessary for her to review the packet of information that had been provided as Council has read through it. The Council needs time to discuss some of the items and will be asking staff to prepare an appropriate resolution that is tailored for the City. The resolution will then be presented at a future City Council meeting. He assured Ms. Ricketts that she would receive notification when the time comes.

Mabel Jackson came forward and told the Council that she lives in Warm Springs. She referred to the Tom Tucker statue that had been placed at the City Hall and said that he is a hero and that the statue had been erected in honor of him, his family, his friends, and the community.

She told the Council that she started in Madras at the Central Oregon Community College, but is now in Bend. In her opinion, the college has helped them grow. The City is so diverse right now that she feels that this is an important discussion for the community.

She indicated that she doesn't feel like there are any statues or anybody representing the people that Christopher Columbus has taken the lives of for his own personal gain. At first he was here for his own purpose, which at that time they felt was a really good purpose, but then he was allowed to do all of this injustice; his heinous crimes to women and children. She said that we would still be celebrating something, but we would be celebrating the death of all of those innocent lives that were taken.

Gina Ricketts wanted to know if they should just wait for the next steps.

Mayor Embanks explained that the City will contact her and let her know when this issue will be brought back before the Council.

V AUTHORIZATION ALLOWING THE BANK OF THE CASCADES TO MAKE APPROVED CHANGES TO THE BANK SIGNATURE CARDS FOR THE CITY OF MADRAS GENERAL CHECKING, CITY OF MADRAS POLICE FUND, AND ACCESS TO CITY SAFETY DEPOSIT BOXES

City Administrator Burril mentioned that this is necessary due to the Finance Director's resignation to keep the City current with the transaction of business with the Bank of the Cascades. He pointed out that the following changes need to be made:

1. Former Mayor Melanie Widmer's name should be removed;

2. Royce W. Embanks should be listed as Mayor rather than as a City Councilor;

3. Sara M. Puddy should be listed as HR and Administrative Coordinator for both banking authorizations and for access to the Safety Deposit Boxes; and

4. Former Finance Director Brandie McNamee's name should be removed.

Once Council authorizes the above listed changes, the bank will have the appropriate elected official and staff members sign new signature cards.

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR GARY WALKER THAT THE CITY COUNCIL AUTHORIZE BANK OF THE CASCADES TO REMOVE FORMER FINANCE DIRECTOR, BRANDIE McNAMEE FROM HAVING ACCESS TO THE CITY'S SAFETY DEPOSIT BOXES, REMOVE FORMER MAYOR MELANIE WIDMER'S NAME FROM THE CITY'S BANKING AUTHORIZATIONS, AND CORRECT THE TITLES FOR MAYOR ROYCE W. EMBANKS, AND HR AND ADMINISTRATIVE COORDINATOR, SARA PUDDY, WHERE APPLICABLE, AND OBTAIN THE APPROPRIATE SIGNATURES ON NEW SIGNATURE CARDS ONCE THE NEEDED CHANGES HAVE BEEN MADE. THE MOTION PASSED UNANIMOUSLY, 6/0.

VI PUBLIC HEARING (LEGISLATIVE)

A. CITY OF MADRAS GOAL 9 COMPREHENSIVE PLAN AMENDMENTS TO THE ECONOMIC OPPORTUNITIES ANALYSIS FOR SITE NEEDS FOR DAIMLER TRUCK TESTING FACILITY

1) Open Public Hearing

Mayor Embanks opened the public hearing at 7:18 p.m.

2) Staff Report

Community Development Director Snead advised Council that as noted in the staff report, the City Council previously approved the Goal 9 Comprehensive Plan Amendments; however, in talking with the consultants, EcoNorthwest, regarding the City's desire to expand the Urban Growth Boundary and ultimately annex the property that Daimler

will be using at the Madras Airport, he had been advised that if the City hasn't finalized or had the City Council approve the adopting resolution to the Goal 9 amendments, he should go back before the Council and amend the proposed policies to include site needs for Daimler.

This is a policy change that by including one page, allows the City to make future land use decisions about meeting the needs of future industries within our Urban Growth Boundary. He referred to page 144 of the 245 page electronic meeting packet and explained that it talks about the meeting campus, the durability test track, the vehicle dynamics area, and a 3-mile long high-speed test track. The first phase of development is about 90 acres and the second phase will take in about 100 to 110 acres. What this does is basically establishes the needs for this industry in our community so we can make future land use decisions regarding that (e.g. Urban Growth Boundary and Zoning changes).

Staff is recommending that the Economic Opportunities Analysis be amended to include the page titled "Site Needs for Daimler Truck Testing Facility".

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 Public Hearing

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

5) Council Deliberations (Comments and/or Questions)

Councilor Walker wanted to know if, instead of giving the County the Systems Development Charges, whether this would benefit the City.

Community Development Director Snead explained that if their development was in the City and was subject to the Systems Development Charges (SDCs), they would pay City SDCs. Of a greater strategic importance would be bringing their facility into the City limits

under the City's property taxes, where roughly speaking 95% of the property taxes would go to the Police Department and 5% would go to the parks. If they have any subsequent development they would file land use applications with the City.

He mentioned that there are a couple of different values there:

a) Their improvements would hit our tax rolls which would be of benefit to the community; and

b) From an economic development perspective by having the facility within our Urban Growth Boundary it gives the City the control over planning and development, whereas right now Daimler is required to file applications with Jefferson County.

One of the keys to economic development is in having a fair, reasonable, and ideally expedited development review process and this would help us achieve that.

6) Council Takes Formal Action at this Time to Approve, Modify, Deny, or to Continue the Hearing to a Time and Date Certain

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVE THE REVISED EOA (ECONOMIC OPPORTUNITIES ANALYSIS) AND DIRECT STAFF TO PREPARE THE NECESSARY ADOPTING ORDINANCE. THE MOTION PASSED UNANIMOUSLY, 6/0.

VII RESOLUTION NO. 09-2016

A resolution of the City of Madras establishing the Recreational Marijuana Advisory Committee, and Prescribing the Committee's Responsibilities and Duties.

Community Development Director Snead advised Council that before them is a final resolution to establish the Recreational Marijuana Advisory Committee (RMAC). He pointed out that the City had received five applications from Marijuana industry representatives. Their names have been listed on page 2 of the staff report along with their areas of expertise. Staff is recommending the following:

City Councilors:
Position 1: Mayor Royce Embanks
Position 2: Councilor Richard Ladeby
Position 3: Councilor Tom Brown

Planning Commission:
Position 4: Commissioner Joe Krenowicz
Position 5: Commissioner Ali Alire

Marijuana Industry Representatives:
Position 6: Mike Boynton
Position 7: Sam Stapleton
Position 8: Jocelyn Anderson

Jefferson County Economic Development Manager:
Position 9: Janet Brown

At-Large City Residents:
Position 10: Michelle Hallas
Position 11: Shawn Winsor

He explained that the Recreational Marijuana Advisory Committee will not be considering whether the City should permit Recreational Marijuana or not. The work for the Advisory Committee is to develop regulations should the voters in November authorize Recreational Marijuana to be grown, processed, and sold in our community. In other words, they will establish the regulations and parameters by which those businesses would be subject to when they open.

He told the Council that in the next coming weeks he will be developing a survey that the community will hopefully be filling out to provide general guidance for the Advisory Committee.

The Council normally does not establish advisory committees by resolution. Usually the staff asks the Council if they can form an advisory committee and the Council says go forth and do it. Staff takes it through the normal public process to complete whatever work is needed. In this case, the resolution directs the Advisory Committee to create the regulations for Recreational Marijuana and at their first meeting; they will be going over the resolution.

A MOTION WAS MADE BY COUNCILOR BILL MONTGOMERY AND SECONDED BY COUNCILOR CHUCK SCHMIDT THAT THE CITY COUNCIL APPROVE RESOLUTION NO. 09-2016, AND APPOINT MICHELE HALLAS AND SHAWN WINSOR TO THE RMAC (RECREATIONAL MARIJUANA ADVISORY COMMITTEE). THE MOTION PASSED UNANIMOUSLY, 6/0.

VIII PUBLIC CONTRACT REVIEW BOARD MEETING

A. AWARD OF CONSTRUCTION SERVICES CONTRACT - ALEX HODGE CONSTRUCTION - MADRAS MUNICIPAL AIRPORT WEST ACCESS ROAD PROJECT #2015-09 (DAIMLER ROAD PROJECT)

1) Open Public Contract Review Board Meeting

Mayor Embanks opened the Public Contract Review Board meeting at 7:30 p.m.

2) Staff Report

Public Works Director Hurd advised Council that before them tonight is a public contract for construction of the Daimler Road Project. Staff publically advertised for bids for construction. Several bids were received; however the low bidder, High Desert Aggregate and Paving, unfortunately failed to turn in their First Tier Disclosure Form, which by Oregon Statute must be submitted within two hours of the bid opening. The form contains a list of the first tier contractors. If you do not turn that form in then by law the bid has to be rejected.

This made it necessary to go with the second lowest responsive bidder which was Alex Hodge Construction. The bid was $767,416. He told the Council that the bids came in far under budget, so they have a really healthy contingency for this job.

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) Council Deliberations (Comments and/or Questions)

Councilor Schmidt wanted to know why there had been such a large difference.

Public Works Director Hurd mentioned that he thinks it has to do with the paving number as he received prices down around $62 per ton in place. He said that he hasn't seen numbers like that in a very long time. He indicated that he has been budgeting for everything at around $80 to $85 per ton. The last time they did a trail, it was at $90 per ton.

He told the Council that he had budgeted the fence off of standard ODOT (Oregon Department of Transportation) pricing at $8 to $10 per foot, but the fence pricing came in at $3 per foot. These were both high value items.

Councilor Montgomery asked Public Works Director Hurd if he thinks that the asphalt pricing change is going to be consistent, and what impact this might have on some of the projects that we cannot afford to do?

Public Works Director Hurd explained that the pricing fluctuates with the price of oil. This is also a very large project. You are talking about a mile of roadway, with no traffic, brand new road, and nothing in the way, so you have perfect ideal conditions and you are going to get great pricing.

5) Council Takes Formal Action

A MOTION WAS MADE BY COUNCILOR CHUCK SCHMIDT AND SECONDED BY COUNCILOR BILL MONTGOMERY THAT COUNCIL APPROVES THE CONSTRUCTION SERVICES CONTRACT BETWEEN THE CITY OF MADRAS AND ALEX HODGE CONSTRUCTION, INC. FOR CONSTRUCTION OF THE NEW DAIMLER ROAD IN THE AMOUNT OF $767,416. THE MOTION PASSED UNANIMOUSLY, 6/0.

6) Close Public Contract Review Board Meeting

Mayor Embanks closed the Public Contract Review Board meeting at 7:36 p.m.

IX MAYOR'S APPOINTMENT OF NEW FINANCE DIRECTOR AND CONFIRMATION OF THE APPOINTMENT BY COUNCIL

City Administrator Burril advised Council that Mayor Embanks, Councilor Brick, the Department Head team, [HR and Administrative Coordinator Puddy, City Recorder Coleman, and Financial Consultant, Summer Sears, interviewed four candidates over the last couple of weeks and a majority agreed that Kristal Hughes was the highest qualified candidate of the candidates that were interviewed.

This matched up well as when the County did their interviews they actually sent us Kristal's contact information and said that they would encourage the City to have her apply for the position as she had been a close top candidate from their process.

Kristal currently works as the Finance Manager for the Tillamook County Transportation District. She has worked there since November 2010. Prior to that she had some private experience working for a company over on the coast as an Assistant Controller and in both of those experiences she has been doing everything from Accounts Receivable, Accounts Payable, Payroll, Grant Management, Human Resources, etc.. He said that we did additional technical testing besides the interview and her scores were the highest. They broke out in the afternoon and did individual department interviews and several of the departments were very pleased after visiting with her and getting to know her better.

Her references came back very strong. One of them was from another transportation district. Her district partnered with them. A third district went down, lost their books, had staff turnover, and had to lay off some folks due to mismanagement as he understood it. She came in for three months and re-created their books. They provided very positive feedback to say how she was in contact with one of the employees that had been let go, had helped the new employees come on, and did all of this while she maintained her own job.

He told the Council that tonight he is asking for Council's approval to appoint consistent with our Charter and resolution on management employees, which state that for appointive personnel, which the Finance Director position would be included, the Mayor would seek to appoint and the Council would confirm the appointment. If appointed, she will start on June 1, 2016.

Mayor Embanks explained that he had set through the interviews and she stood out. In his opinion, she is going to be a real asset to our program. She is very qualified in all manners, has supervised staff, seems to be very cooperative, and is a real pleasant person to be around.

Councilor Brown noted that she had answered all of his questions in a way he wanted to hear. He said that he had been very impressed with her.

Councilor Brick mentioned that she came across as a person that was obviously professionally qualified, but also understood the importance of being part of a team.

A MOTION WAS MADE BY COUNCILOR TOM BROWN AND SECONDED BY COUNCILOR GARY WALKER THAT THE MAYOR APPOINT KRISTAL HUGHES AS THE CITY OF MADRAS FINANCE DIRECTOR, EFFECTIVE JUNE 1, 2016, AND THE CITY COUNCIL HEREBY CONFIRM THE APPOINTMENT. THE MOTION PASSED UNANIMOUSLY, 6/0.

X SOLAR ECLIPSE PLANNING UPDATE

Councilor Brick reminded the Council that at the last Council meeting he had expressed some concern that we weren't moving fast enough to create concrete plans and organizational structure and detail. It is so important for the folks that handle emergency services and first responders and whatnot to be given the opportunity to get things in place quickly so that once the things that we have to do are handled we can move onto the other things that need to be done.

When the Jefferson County Tourism Group changed their proposal from one of being in total control to having an independent event, he thought that this was good news because he thought that the job of all of it was too much, but this left us with the responsibility of managing all of the stuff around that event that we needed to do. With the advent of Lisa Vattimo, a very experienced person especially with the Airport, he is much more comfortable now. Even though we are a little bit behind, all of the people are in place now to move quickly to get this thing locked down to the extent it is possible to lock down an event where 40,000 guests are coming.

City Administrator Burril advised Council that Ms. Vattimo is doing work for the Air Show as their coordinator as well. She did disclose that she is not comfortable being able to commit to both activities, but she has said that she has a lot of free time in the months leading up to the event to get us organized. We will be planning on that. She has been coming to the meetings since January, getting an understanding of our needs, as it wasn't really clear what the Jefferson County Tourism Group was doing or not doing, but now it is clear what needs we have. He said that he knows that she spent an hour or more with Police Chief Stanfill after the meeting and is scheduled to be back to see us later this week.

She has had some good suggestions and wants to talk to some other agencies. She was very willing to go visit at those agencies to make sure that we are encouraging as much help and cooperation as we can. In his opinion we have some energy and some experience there that is going to help us.

He mentioned that they are working on the sublease and special events agreement with the Jefferson County Tourism Group. He said that he met with Police Chief Stanfill and HR and Administrative Coordinator Puddy to go over some draft documents. They have some comments and will meet back with Attorneys Paul Taylor, Alan Dale, and Jeremy Green tomorrow. Their goal is to try to get the draft over to the Jefferson County Tourism Group for review early next week and see if we can reach an agreement on the terms. They are in hopes of presenting it at the next City Council meeting or first meeting in June 2016.

XI ADDITIONAL COMMENTS, ANNOUNCEMENTS, AND DEPARTMENT REPORTS

- **COMMUNITY DEVELOPMENT DEPARTMENT REPORT**

Large Lot Industrial Site

Community Development Director Snead reported that last Thursday (May 5, 2016) the Central Oregon Intergovernmental Council approved the City's request for a regional large lot industrial site, so they will be scheduling the public hearings with the City and County Planning Commissions starting in September 2016.

- **PUBLIC WORKS DEPARTMENT REPORT**

Madras Bike and Skate Park to Youth Fishing Pond Trail Connection Project - Phase I

Public Works Director Hurd advised Council that he and Public Works Administrative Assistant, Michele Quinn, will be headed over the hill (to Salem) tomorrow to give their grant presentation for the Recreational Trails Program. This is the first grant for the section from the Skate Park down to "J" Street. The next presentation they give will be in June 2016.

POLICE DEPARTMENT REPORT

Police Chief Stanfill told the Council that they are glad to get through the contract negotiations. He said that he knows that the Council has not yet made a decision on the proposed contract. It was a good working relationship between the Madras Police Employees' Association and the management team. Negotiations at times can be very disruptive to a police force and he is glad to have gotten through it with very little disruption. Morale at the Police Department is high and the officers are out there working.

He thanked the Public Works Department for their assistance in putting out the speed radar trailer and the other things that the Public Works Department does to assist the Police Department. He said that he makes the phone call and they help make it happen.

HR AND ADMINISTRATIVE COORDINATOR COMMENTS

HR and Administrative Coordinator Puddy pointed out that City Administrator Burril had already given them the report on the Finance Director. They have another recruitment that they are working on coming up for an Assistant Planner and an opening in the Public Works Department for a Wastewater Operator.

CITY ADMINISTRATOR COMMENTS

City Administrator Burril advised Council that staff will be pushing on them a little bit with work sessions to get into year end. He said that we have the Fixed Base Operator Agreement coming up that expires at the end of June 2016. Jefferson County EDCO Manager, Janet Brown, is currently working on the Enterprise Zone Re-designation. He told the Council that staff wants to run some things by them that Redmond does that they think would be competitive measures for us to consider, so will be setting up a work session around that. Staff will also be back with some additional information on the Water Rate and SDC Study, and his annual review will be coming up prior to the next City Council meeting (May 24, 2016). He indicated that staff will try to give Council a break this summer.

He mentioned that he appreciates Council's willingness to give staff some work session time as staff needs their feedback.

- **CITY COUNCIL COMMENTS**

Mayor Embanks pointed out that the economy is starting to turn around. We have already had four housing applications in less than a month.

Community Development Director Snead added that there are more applications coming.

Mayor Embanks mentioned that this means that Community Development Director Snead's workload increases considerably. As the economy turns around and the weather gets better we will be seeing a lot more action here at City Hall with the staff as they are going to be very busy. He suggested the need to keep this in mind and make sure that staff is allowed to focus on the things that are really important and imminent, and that Council try to support them by providing the direction they need.

We are getting someone to help Community Development Director Snead and if we have a good year this year, and another good year next year, we may be hiring more staff in a year or so as the workload is going to double.

XII ADJOURN

The City Council meeting was adjourned at 7:55 p.m.

Karen J. Coleman, City Recorder

Royce Embanks, Mayor

CITY OF MADRAS
Request for Council Action

==========

Date Submitted: May 18, 2016

Agenda Date Requested: May 24, 2016

To: Mayor and City Council

From: Gus Burril, City Administrator

Subject: Sister City Funding Request – Student Exchange Trip to Tomi-City, Japan

TYPE OF ACTION REQUESTED: Formal Action/Motion – The Council approve $_____ in travel assistance for the Madras High School student exchange trip to Tomi-City, Japan in June 2016.

DESCRIPTION AND STAFF ANALYSIS:

On March 18, 2016 Floyd Courtain made application to the City of Madras for grant assistance to facilitate three or four Madras High School students and one chaperon to travel to our sister city in Japan for a total of ten days including travel time. The grant request noted that three students and one chaperon would need about $14,000 in funding to make the travel possible. To date the Madras Sister City organization has raised $4,600 and needs an additional $10,400 to allow four students and one chaperon to go. If that amount cannot be raised (& private fundraising is being sought after), then it will likely mean that less students are allowed to travel. The trip is scheduled for leave on June 16, 2016 and the funds need to be acquired and available by June 10, 2016 for travel preparation.

In evaluating the City's budget, the City does have the opportunity to grant an immediate $2,600 in returned community grant project money from the Jefferson County Faith Based Network for a portion of 2015 grant dollars that were not used per their application request. If the City Council wishes to support further, it appears that there will be some savings for Solar Eclipse costs for this fiscal year that could be re-allocated. Based on year-end estimates and assumptions, there is about $2,500 less expense than originally forecasted at budget development so the Council could consider approving up to $5,000 for this year's trip based upon these two savings. Staff encourages the Council to talk this over and decide what is an appropriate level of support for this trip request.

The City Council discussed support of this program at its work session on May 10, 2016 and requested that the City Administrator follow up with a proposal for the Council to consider for A) funding capability for this year's trip, and B) draft proposal of a funding plan and lead person(s) from the City and from the community that could serve on the Madras Sister City organization going forward. Discussions occurred around evaluating what possibilities exist on

sending a delegation every four years or so and identifying who would be the lead person going forward to organize the group. This staff report is focusing solely on item A) funding assistance for the June 2016 trip. A follow-up report will be prepared for item B (group organization and funding support going forward) at a later point in time after visiting further with Floyd and other potential interested parties on things to consider.

SUMMARY:

A. **Fiscal Impact**: City Administrator's evaluation of the FY 2015-16 Tourism and Economic Development Budget shows up to $5,000 available to support grant request. Amount of fiscal impact is up to the City Council to discuss and decide upon.

B. **Recognition of Collateral Material and Technical Report**: See attached March 18, 2016 grant request from Madras Sister City, Inc.

RECOMMENDATION: Formal Action/Motion – The Council approve $_____ in travel assistance for the Madras High School student exchange trip to Tomi-City, Japan in June 2016.

Community Project Grant

Funding Application

City of Madras - 125 SW E Street, Madras, OR 97741
541-325-0307, bmcnamee@ci.madras.or.us

Instructions: This funding application is two pages and only the application will be accepted, no attachments or additional information are permitted upon submission. Due date of application is March 23, 2016 by 3:00 p.m. to Finance Director submitted via mail, email, or hand delivery. Attendance is required to be eligible for funding at the first budget committee meeting scheduled for April 14, 2016 at 5:30 p.m. at City Hall Council Chambers, 125 SW E Street, Madras. Presentations have generally been restricted to 3-5 minutes per application. Available funding is limited. The intended use of these funds is to adhere to the original ballot measure and City Ordinance #694 as described below. It is also the intent of the City Council to use these funds within Jefferson County to ensure dollars are being spent local, or are promoting a local event that benefits the local population. Disbursement of funds is not permitted until July 1, 2016, contingent upon adoption of the annual budget. Funds awarded are required to be expended between July 1, 2016 through June 30, 2017. In the event funds are not expended during the timeframe, the City would encourage the grant recipient to refund unused dollars to assist with future community projects.

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

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

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

CONTACT INFORMATION

Organization: Madras Sister City, Inc.
Primary Contact: Floyd Courtain Phone: 541 475-2783
Address: 33 SW Cascade Lane Madras, Oregon 97741
Email: fmcourtain1@aol.com

REQUEST DETAILS

Project Title: Student Exchange trip to Tomi-city Japan

Project Type (check all that apply): ☒ Education ☐ Economic Development ☐ Community Outreach/Event

Project Description and intended use of the funds:

The Madras Sister City organization would like to facilitate three or four Madras High School students to travel to our sister city in Japan for a total of ten days including travel time. We received a pledge of $ 2500 from the city last year for a trip during the 2015 summer, however the trip will cost each traveler about $ 3500 and students who could raise the additional funds were not available. So, that trip was post-poned. This year's trip is again planned for sometime after June 9th (Madras last day of school) and July 1st (Tomi-city schools start summer break).

How many individuals do you anticipate will be impacted by the use of these funds: 4-5

How many children (18 years and younger) will be impacted by the use of these funds: 3-4

How do you intend spending these funds (list budget details, or include other partners if needed):

We have contacted the Portland Travel Agency that facilitates the travel for the Tomi-city delegations that have visited Madras and the estimate for the trip for ten days is approximately $ 3500 per participant. That means that the total cost for four people (three students and one chaperone) would be about **$ 14,000.** Of course each participant would be expected to cover a portion of his/her own expenses. We contacted Madras civic clubs last year with requests for assistance and received one pledge of $ 100 to assist.

Date funds are needed: ~~June 10, 2016~~ Date Project is anticipated to be completed: ~~7/1/2016~~

Disclaimer: Upon project completion, it is expected that a notice to the City Council submitted in writing via mail, email, or hand delivery will be made to confirm that the project was funded and carried out as awarded. Maintaining communication to the status of how funds are expended will impact potential future grant awards if dollars are not spent on intended purposes. If the organization submitting this Community Grant application understands and agrees to this disclaimer, please check the box and sign/type below:

☒ Agree

Floyd Countain 3/18/16

Agreed by (sign or type name): Date:

Amount Requested: $10,000

Any additional details please include in the space below:

If participants for the trip cannot be found and confirmed (passports in hand) by June first, we would not be calling for the allotted funds for this year and the trip would be either cancelled or postponed.

Since these funds are not available from the city until July 1st, and if they were promised, we will arrange for a short term loan to cover the travel costs prior to July 1st.

For Office Use Only:
Date Application Received: _____
Date Application Awarded: _____
Amount Awarded:

_____

____ Programmed: 207-207-520-1217
____ Un-programmed: 207-207-520-1218

CITY OF MADRAS
Request for Council Action

Date Submitted: May 17, 2016

Agenda Date Requested: May 24, 2017

To: Mayor and City Council

Through: City Administrator, Gus Burril

From: Chief of Police, Tanner Stanfill

Subject: **Council Approval of the Proposed Madras Police Employees' Association Contract and Authorize Administrator Burril to sign the Contract**

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION AND STAFF ANALYSIS:

The current Madras Police Association Contract will expire June 30, 2016. In accordance with the current labor agreement, the Association and the City entered into collective bargaining negotiations March 2016 to prepare the latest proposal that is before the City Council to consider for final approval. The proposed contract will be in effect July 1, 2016 through June 30, 2019

City Administrator, Gus Burril, Police Chief Tanner Stanfill and Human Resources & Administrative Coordinator Sara Puddy worked closely with the Police Association to reach consensus of terms in the attached labor agreement. Staff is in support of this proposal and believes it represents a fair and reasonable agreement for quality police services. Special thanks are hereby given to Mel Brown, Association President, City Administrator, Gus Burril and Human Resources and Administrative Coordinator, Sara Puddy.

This agreement has been reviewed and approved by Bruce Bischof, labor relations special legal counsel to the City of Madras.

The following are highlighted changes to the agreement:

Page No.	Section Modified:	Description of Modification:
All	Entire document	Updated to reflect current agreement fiscal year 2016-2019
N/A	Table of Contents	Updated page numbers; added the Salary Schedule to the table

Page 10

5.1 Holidays

1) Second paragraph, changed the word "regular" to scheduled"

2) Removed the third paragraph.

5.2 Holiday Pay

Replaced this paragraph with the following: "Full time employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. If any employee works on a designated holiday, the employee shall receive an additional day and half day's pay."

Page 17

9.4 Bereavement

Added the following immediate family members: grandchildren, brother-in-law, sister-in-law. Added the following: "Eligible employees may take up to a total of two weeks of unpaid leave to deal with the death of an immediate family member (as defined by OFLA). These two weeks includes the three (3) days of paid leave. The three days of paid leave can be taken intermittently, if needed."

Page 20

10.1 Compensation

1) Added the following: "Salary Schedule reflects 4.41667% increase between steps and has added a seventh step to the schedule...This COLA will be as low as 0.4%, and no more than 3.5% of the gross annual salary of the employee." The entire last sentence of the second paragraph has been deleted.

2) The following certificate pay adjusted to the following:

Immediate Certificate	2%
Advanced Certificate	3%
Supervisory Certificate	5%

Page 23

10.11 FTO Incentive

1) Five Percent (5%)

10.12 Longevity Pay

2) The following longevity pay adjustments are as follows:

5 years	1% per pay period
10 years	1.5% per pay period
15 years	1.5% per pay period
20 years	2% per pay period

3) Added: "Longevity pay is calculated off of employee's base pay and is not accumulative."

Page 29 Personnel Records

Changed second to last sentence to read "...Employee's personnel file is that file maintained by the City which contains the application, all the pertinent records of employment, commendations, disciplinary action, letters of employment conditions, rank, permanent grade and termination of employment maintained by the HR Officer."

Page 31

15.1 Health Care

1) Deleted language pertaining to former transition from one plan to another (there is no change in health care plans during the term of this agreement known at this time).

2) Added "For employees that are not eligible for participating in a HSA account for non-choice reasons (Tricare/VA, Medicare, and Indian Health Services) the City shall instead contribute equivalent amounts listed above into an employee's Voluntary Employee Beneficiary Association (VEBA) account to be administered by a third party."

SUMMARY:

A. Fiscal Impact

Payroll 101-106-510-1001

B. Supporting Documentation

Labor Agreement between City of Madras and Madras Police Employees' Association

C. Funding Source

General Fund, Police Department

STAFF'S RECOMMENDATION IS:

Formal action/motion for City Council to approve the Labor Agreement between the City of Madras and the Madras Police Employees' Association for 2016-2019 and to authorize City Administrator Gus Burril to sign the contract.

LABOR AGREEMENT

BETWEEN

CITY OF MADRAS

and

MADRAS POLICE EMPLOYEES' ASSOCIATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 3

ARTICLE 2 – ASSOCIATION RIGHTS 4

ARTICLE 3 – MANAGEMENT RIGHTS 5

ARTICLE 4 – STRIKES AND LOCKOUTS 7

ARTICLE 5 – HOLIDAYS 8

ARTICLE 6 – VACATIONS 9

ARTICLE 7 – HOURS OF WORK 11

ARTICLE 8 – SICK LEAVE 13

ARTICLE 9 – OTHER LEAVES OF ABSENCE 15

ARTICLE 10 – COMPENSATION 18

ARTICLE 11 – DISCIPLINE AND DISCHARGE 22

ARTICLE 12 – SETTLEMENT OF DISPUTES 25

ARTICLE 13 – PROBATIONARY PERIOD 26

ARTICLE 14 – GENERAL PROVISIONS. 27

ARTICLE 15 – INSURANCE AND RETIREMENT 29

ARTICLE 16 – TERMINATION AND RE-OPENING. 30

EXHIBIT "A": SALARY SCHEDULE. 31

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the full-time employees with the Police Department within the classifications of Police Officer, Sergeant, Office Assistant and Office Manager. All other employees are excluded including supervisors, confidential, part-time and temporary.

ARTICLE 2 - ASSOCIATION RIGHTS

Section 2.1 - New Hires.

The City agrees to provide each new hire a copy of this agreement upon their employment.

Section 2.2 - Fair Share.

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a payment in lieu of dues as permitted by Oregon law as a condition of employment. The Association shall inform the City of the correct amount to take as a fair share, or in-lieu-of-dues payment. Employees whose religious belief or teaching prevent them from belonging to a labor organization shall comply with ORS 243.666 and make a payment in the amount of the fair share to an appropriate charitable body.

The Association shall hold the City harmless for the amount deducted from employees' paycheck pursuant to dues authorization forms signed by employees or fair share amounts as directed by the Association.

Section 2.3 - Religious Objection.

Any individual employee who objects to a payment in lieu of dues on bona fide religious tenets, or teachings of a church or religious body, of which such employee is a member, will inform the City and the Association of the objection. The employee will meet with representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular or fair share Association membership dues, as appropriate, to a non-religious charity or to another charitable organization.

Section 2.4 - Bulletin Boards.

The City agrees to furnish space on a bulletin board to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

Section 2.5 - Association Visitation.

A duly authorized representative of the Association, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the City for the purpose of transacting Association business. However, the Association's representative shall, upon arrival at the City's facilities, request permission from the Chief or his designee to transact Association business. Permission shall not be unreasonably withheld. Transaction of any business shall be conducted in an appropriate location and shall not take place during work time and unless prior approval shall not interfere with the work of other employees.

ARTICLE 3 - MANAGEMENT RIGHTS

The City retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include, but not be limited to, the following:

1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the city as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operations, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, office, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto. When a reduction in the work force is foreseen, the Association and affected employees will be given notice of such decision not less than twenty (20) days prior to the implementation of any work force reduction.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.

5. To implement new, and to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities, and standards.

6. To assign and distribute work.

7. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit, the City agrees to notify the Association and to bargain the decision and impact of the decision to do so utilizing the expedited bargaining process set out in ORS 243.698. The use of police reserves shall not be considered contracting out.

8. To assign workdays, hours of work and work locations.

9. To designate and to assign all work duties.

10. To introduce new duties, and to revise job classifications and duties within the unit.

11. To discipline, suspend, demote or discharge an employee so long as such action is with just cause.

12. To determine the need for additional educational courses, training programs, on-the-job- training and cross-training, and to assign employees to such duties for periods to be determined by the City.

13. All Association members shall be governed by the City's Personnel Policy unless the provisions are inconsistent with the Association contract, in which case, the contract will take priority.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement. However, the City's exercise of its management rights shall not effect employment relations as defined in ORS 243.650(7) which are not covered by this collective bargaining agreement unless there is an express waiver of the right of the Association to bargain over mid-contract changes to such subjects. The City shall comply with the expedited bargaining process as set forth in ORS 243.698 for any such changes. Any dispute over whether the expedited bargaining process shall be utilized should be the exclusive jurisdiction of the Employment Relations Board and shall not be covered by the grievance procedure in this contract.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1 - No Strike.

The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work at any location in this City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line establishment in the City by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 4.2 - Association Obligations.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth in Section 4.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 4.3 - No Lockouts.

There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - HOLIDAYS

Section 5.1 - Holidays.

The Police Department will get the following holidays as a paid day off:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
One floating holidays of the employee's choice

An employee shall receive holiday pay if the holiday falls on a scheduled day off. If an employee is required to work on a holiday, the employee will receive holiday pay plus time and one-half for actual hours worked.

If any employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section 5.2 – Holiday Pay.

Full time employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. If an employee works on a designated holiday, the employee shall receive an additional day and a half day's pay.

ARTICLE 6 - VACATIONS

Section 6.1 - Monthly Employees

Full time employees shall be entitled to vacation time off with pay, or vacation pay, at the City's discretion, at the following rate:

a.	After one year	5 days
b.	After two years	15 days
c.	After five years	20 days
d.	After fifteen years	25 days

e. Add one day a year for each year worked after fifteen (15) years of service to a maximum of six (6) weeks.

Section 6.2

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the City. Time spent by an employee on sick leave where sick days are taken with pay for other than job-related illness/injury, required educational or law enforcement training leave shall be included as continuous service. Time spent on other types of authorized paid leave will be counted as part of continuous service, provided that employees returning from such leave and employees on lay-off status shall be entitled to credit for service prior to the leave or lay-off.

Section 6.3

The maximum vacation time that may be accumulated by any employee is one year's vacation credits, unless otherwise approved by the Chief of Police. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor five (5) days in advance, absent himself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee sixty (60) days in advance of impending loss of accrued vacation time, or vacation pay. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay or an educational leave with pay in excess of fifteen (15) calendar days.

It is understood that an employee attending DPSST School will be entitled to all pay and benefits as if the employee were working for the City within the City. There will be no mandatory vacation restriction as long as vacation requests are reasonable. Reasonable notice for forced use of vacation by the City is sixty (60) days. The Chief of Police may make allowances for carryover of vacation time if requested.

Section 6.4

Vacation time shall be scheduled by the City. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise the employee's right of seniority only once annually. If an employee's vacation request is denied by the City, the employee shall receive a written explanation of the reason for the denial.

Section 6.5 - Termination

The employee shall receive the employee's unused vacation pay upon termination. In the event of death, the employee's beneficiary shall receive all benefits that the employee has accrued. (Earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.) It shall be the choice of the employee to use unused vacation or to take pay upon termination. Such vacation credit shall be prorated according to the number of full months worked and the employee's rate of accrual.

ARTICLE 7 - HOURS OF WORK

Section 7.1 – Hours of Work/Work Week

A normal work day is defined as a 24-hour period commencing with the employee's scheduled shift day.

A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), inclusive of paid thirty (30) minute meal break, with the exception of Office Manager and Office Assistant who work five day work weeks with an unpaid hour meal break.

2. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), inclusive of a thirty (30) minute paid meal break.

The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods to the extent consistent with operating requirements of the Police Department, and the need for continuous service to the City throughout the week. The workweek shall consist of a seven-day period beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. Every effort will be made to schedule an employees work days consecutively (back to back) consisting of a 5-8 plan or a 4-10 plan. In order to provide 24-hour continuous service by the Police Department, other scheduling patterns may be necessary. The decision of which plan is used is solely at the Madras Police Chief's discretion.

Section 7.2- Overtime

A. As used in this agreement, overtime shall mean that time an employee is authorized and directed to work in excess of an eight hour plan or a ten hour plan in one day or on any day in addition to a normal scheduled work week.

B. Overtime shall be computed to the nearest 30 minutes.

C. Authorized call back overtime shall be a minimum of two (2) hours, except that a minimum of three (3) hours shall be paid for court call back overtime. At the conclusion of the court appearance, or specific duty for which an officer is called back, he shall go on off-duty status. An employee shall not be considered called back to duty if the court appearance is within two (2) hours of the start of an employee's regularly scheduled shift or within one (1) hour of the end of a regularly scheduled shift. Such an employee shall be compensated in accordance with standard overtime procedures.

D. Overtime shall be paid at the rate of time and one-half the regular rate of pay.

E. All witness fees, mileage allowance and related remuneration paid for appearance in court proceedings resulting from employment with the Madras Police Department, shall be turned over to the City.

Section 7.3 - Work Schedules

Subject to Sections 1 and 2 of this Article 7, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays, and hours shall be posted on the department bulletin board fourteen (14) days in advance. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted prior to the effective date of the change. Work shifts shall normally be on a regular rotation basis. With prior approval of the City, assigned work shifts may be exchanged among employees. Officers working patrol shall continue their current practice of bidding shifts every three months, commencing with month of January of each year with a rotational system for which an individual Officer gets to bid first. After an Officer has bid first for a shift, the Officer will then go to the bottom of the list for bidding for consecutive shifts. Officers will begin their bidding in the month before each quarter the shift change is to take place. This does not take away Management's right to decide which work days, hours and work locations are available to employees. An Officer will only be allowed to bid on the same shift twice in consecutive order. This shift bidding process does not apply to Sergeants, Office Manager, Office Assistant or employees on special assignment such as Detective positions or CERT Officer.

Section 7.4 - Rest Periods

A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled in accordance with the operating requirements of each employee's duties.

Section 7.5 - Meal Periods

All sworn employees shall be granted a paid thirty (30) minute meal period during each work shift. To the extent consistent with operating requirements of the Police Department, meal periods shall be scheduled in the middle of the work shift when practical.

ARTICLE 8 - SICK LEAVE

Section 8.1 - Accumulation

All employees will earn one (1) day of sick leave with pay for each calendar month of employment. Sick leave must be taken for the purposes specified in this Article.

Section 8.2 - Utilization for Illness or Injury

Employees may utilize their allowance for sick leave when unable to perform their work duties for reason of illness or injury. In such event, the employee shall notify the supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible and in no event later than the first half of the employee's first regular work shift unless unable to do so because of serious illness or injury. A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Chief or supervisor for absences that exceed three (3) days or if the City has reasonable basis to believe that there is a pattern of sick leave abuse. In extreme situations an employee shall have the right to donate the employee's sick leave to a fellow employee, subject to approval by the Chief of Police.

Section 8.3 - Integration With Workers' Compensation

When an injury occurs in the course of employment, the City's obligation is to pay the difference between any pay received under Workers' Compensation law and the employee's regular take-home salary for one year. It is further understood the City will provide this benefit within the one-year period as long as the eligible employee furnishes proof they are under a doctor's care or until such time they are completely rehabilitated and working at other full-time employment. When an employee is off work due to injury sustained in the line of duty, such time will not be charged against accrued sick leave, vacation or compensatory time.

Section 8.4 - Sick Leave without Pay

Upon application by the employee, sick leave without pay may be granted or terminated by the City for the remaining period of illness or injury after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such illness or injury.

Section 8.5 - Termination

Sick leave shall not accrue during any period of leave of absence without pay. In the event of an employee's death, whether in the line of duty or otherwise, the employee's accumulated but unused sick leave pay up to 250 hours shall be payable to the employee's

estate or designated beneficiary as the case may be. There will be no cap on PERS benefits of accrued sick leave or actual use for illness, and employees may utilize accrued sick leave to enhance PERS retirement benefits in accord with Oregon law.

Section 8.6 - Utilization of Sick Leave

Employees may also utilize sick leave as permitted by Oregon or federal law.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

Section 9.1 - Criteria and Procedure

Leaves of absence without pay may be granted upon establishment of reasonable justification therefore. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City.

Section 9.2 - Jury Duty

Employees shall be granted leave with pay for service upon a jury; provided, however, that the reimbursement paid to the employee for his attendance upon a jury shall be paid to the City Finance Director immediately upon receipt. Upon being excused from jury service for any day, an employee shall immediately contact the Chief of Police for assignment for the remainder of the employee's regular workday.

Section 9.3 - Appearances

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the witness fee paid to the employee shall be paid to the City Finance Director immediately upon receipt.

Section 9.4 - Bereavement Leave

In addition to regular sick leave, an employee may be granted not more than three (3) days bereavement leave with regular salary in the event of death in the immediate family for the employee. An additional two (2) days may be granted if travel is necessary outside of the state. An employee's immediate family shall include spouse, parent, children, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and step-children. Eligible employees may take up to a total of two weeks of unpaid leave to deal with the death of an immediate family member (as defined by OFLA). These two weeks includes the three (3) days of paid leave. The three days of paid leave can be taken intermittently, if needed.

Section 9.5 - Military Leave With Pay

A full-time employee who has served with the City for six (6) months or more immediately preceding an application for military leave and who is a member of the National Guard or any reserve component of the Armed Forces of the United States, is entitled to a leave of absence for annual active duty for training from the employee's duties for a period not exceeding fifteen (15) calendar days in any calendar year as provided in ORS 408.290.

Section 9.6 - Educational Leave

1. After completing one year of continuous service, a full-time employee, upon written request, may be granted sufficient leave of absence without pay by the City for the purpose of up-grading the employee's professional ability through enrollment in educational courses related to the employee's employment at an accredited institution of higher learning. The period of such leave of absence shall not exceed three (3) months, but may be renewed or extended upon request of the employee and approved by the City. Leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.

2. Employees may also be granted time off, with pay, for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or up-grade the employee's skill and professional ability when approved by the Chief.

Section 9.7 - Association Business

Employees selected by the Association will participate as Association officers for business as needed, which will include negotiating with the City and carrying out functions as Association representatives. Not more than one (1) employee need be released by the City with pay to participate in negotiations. The Association members selected to be Association representatives may take reasonable amounts of time as needed to perform their duties on duty as long as it does not interfere with their performance of the City's duties.

Section 9.8 – Lay Off and Recall

In the event an employee is laid off for non-disciplinary reasons and is rehired, the Employee shall be paid the rate of pay applicable to the Employee's position and tenure at the time of the lay-off. Layoffs will be within a classification in the inverse order of an Employee's continuous service date with the City as defined by Article 6, Section 2. An employee may bump down to a lower paid classification if the employee meets the minimum qualifications for that classification. Again employees' continuous service date will be the deciding factor with the least senior employee being laid off. No new employee shall be hired for a period of up to thirteen (13) months, as long as employees remain on a layoff list, provided that an employee can reasonably perform the job duties for which recall is utilized. The employee is responsible for keeping the City advised of his/her current address and phone number during the layoff period.

Section 9.9 – Return to the Bargaining Unit

If an employee who is a bargaining unit member promotes or otherwise leaves the bargaining unit for another job within the Police Department and wishes to return to the bargaining unit, the employee may return to the bargaining unit without loss of seniority or other benefits. However, should there not be any vacancies, the returning employee shall be placed on a layoff recall list and be given the first available vacancy. The employee is responsible for keeping the City advised of his/her current address and telephone number during the layoff period.

ARTICLE 10 - COMPENSATION

Section 10.1 - Salary Schedule

Attached hereto and marked Exhibit "A" is the salary schedule.

The salary schedule reflects 4.41667% increase in between steps and has added a seventh step to the schedule. The City will provide COLA (Cost of Living Adjustment) in each of the three years of the contract (July 1, 2016 through July 1, 2019). This COLA will be as low as zero percent (0.4%), and no more than 3.5% of the gross annual salary of the employee. If the CPI (US CPI-W, December to December) is measured to be 5.1 percent (5.1%) or more, the contract may be opened at the request of either party to re-open the sole issue of the fixed COLA.

The salary schedule, which is based on a July 1st evaluation date, will be adjusted accordingly to these increases. An employee, who is not at a top step, shall move to the next step in the salary schedule on the July 1st evaluation date. Any denial of an increase based upon a performance evaluation shall be subject to the grievance procedure.

The following levels shall be set for certification pay:

Intermediate Certificate	2%
Advanced Certificate	3%
Supervisory Certificate	5%

These are calculated off of the employee's base pay and are not accumulative.

Section 10.2 - Pay Periods

Salaries of employees shall be paid once monthly. Payday is the last working day of the month.

Section 10.3 - Overtime

Overtime is computed at the rate of one and one-half (1-1/2) times the regular rate of pay.

All overtime, with the exception of court appearances, emergency call outs, and required arrest reports for court, shall have the prior approval of a supervisor before such overtime is performed. Immediately following the overtime worked, same shall be reported upon the appropriate department form and submitted to a supervisor for approval.

An employee may exchange his/her assigned Duty Watch Schedule with another employee when such request is submitted in accordance with department policy and approved by the

Chief of Police. When the Duty Watch Schedule exchange is requested by an employee, and other employees involved in the exchange have agreed to the exchange, and those employees involved are required to work in excess of the 40-hour workweek, they shall not receive overtime compensation for any hours in excess of the 40-hour workweek.

Overtime shall be offered to full-time employees to fill a vacant duty watch prior to offering same to a member of the Police Reserves. This shall not supersede the City's authority to staff special events (e.g. oval race track, school sporting activities) with paid reserve police officers.

Employees will be paid a minimum of two hours at time and one-half (1-1/2) for all call outs. If the call out is two hours or less, prior to their shift, then the overtime will be paid for the actual time worked.

Section 10.4 - Forms of Compensation

Each employee shall be allowed to accrue sixty (60) hours in his/her comp-time bank. All time in excess of the sixty (60) hours shall be paid at the overtime rate.

Employees can choose to receive compensation time at one and one-half (1-1/2) time or overtime pay at one and one-half (1-1/2) time. Employees cannot accrue more than sixty (60) hours comp time. If an employee has sixty (60) hours comp time in the bank, he/she will be paid overtime pay for overtime worked until such time the employee can arrange time off or cash in some of his/her comp time. Employees will agree not to request more than forty (40) hours of comp time cash out in one quarter per employee. Contract year runs July 1 through June 30. Comp time off requests will be in accordance with the contract and department policy. All call outs, court time or any other overtime will apply to this method of compensation.

Section 10.5 - Standby

In the event an employee is placed on mandatory standby status or called out for a police emergency, criminal investigation, civil disturbance, or other valid reasons while on days off or off duty time, the effected employee shall receive overtime.

Section 10.6 – Mileage

An employee required to report for special duty or assignment at any location other than his/her permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the rate set by the City for all employees per mile for the use of such automobile directly in the line of duty. Personal vehicle usage is only with the approval of the Chief of Police or in an emergency where approval is unattainable.

Section 10.7 - Higher Rank

Any employee required to perform the duties of a higher rank for more than five (5) consecutive days shall be paid the prevailing wage of that higher rank for the duration of those duties. An employee shall receive pay of the Chief only on prior approval of the City Administrator.

Section 10.8 - Call Back

Employees will be paid a minimum of two (2) hours at time and one-half (1-1/2) for all call outs. If the call out is two hours or less, prior to or following their shift, then the overtime will be paid for the actual time worked.

Section 10.9 - Required Court Appearances

If an officer covered by this Agreement is required to appear in any court (for required court appearances, i.e. subpoena for trials) in connection with the officer's officially assigned duties on the officer's day off, or during off-duty hours, the officer shall be entitled to compensatory time off or the witness fee, whichever the employee selects, which shall not be less than three (3) hours for each appearance. The base overtime for court appearances shall be three (3) hours. It shall be the responsibility of each officer scheduled for a court appearance to contact the Office of the District Attorney, prior to the scheduled court time, to determine if the officer's presence is required as originally advised.

Such time shall include travel to and from court where the officer is required to travel outside the City of Madras.

Section 10.10 – Spanish Fluency Incentive

Employees who demonstrate fluency in Spanish to the satisfaction of the Bilingual Committee selected by the Chief of Police shall be paid an additional five percent (5%) of their base pay. The Officer will need to be fluent in Spanish, to the extent of doing an entire investigations and interviews, to be accepted by the Bilingual Committee. At the Chiefs discretion the Chief may reconvene the Bilingual Committee at any time he/she sees fit, to test the Officers Spanish speaking skills, to ensure those skills are maintained. At the request of an officer or a newly hired officer, the Chief will convene the Bilingual Committee to test the officer's skills. When an officer goes before the Bilingual Committee and does not meet the requirement of the committee, the officer will not be able to test with the Committee for one year from that date.

Section 10.11 – Field Training Officer Incentive

Employees shall receive five percent (5%) of their base pay while serving as a certified (FTO) Field Training Officer and directly supervising a newly hired full time recruit/trainee police officer. An FTO will only receive incentive pay while he is directly supervising the recruit/trainee in the established FTEP program the Madras Police Department uses. As an example only; the trainee would be with the first FTO for no more than five weeks, then switch to another FTO for no more than five weeks, then switch back to the first FTO for no more than two weeks for check out purposes. Each FTO will only receive incentive pay while the recruit/trainee is assigned to them for training. The current FTEP program amount of time an employee spends with each FTO is subject to change at the Chief's discretion.

Section 10.12 – Longevity Pay

Longevity shall be considered as the amount of time the employee has continuously served with the City since the employee's last date of hire. A voluntary quitting or discharge shall be considered as a break in service to the City. However, where a discharged employee is subsequently reinstated, this will not be considered as a break in service. Longevity pay is calculated off of employee's base pay and is not accumulative.

Continuous Service	*% per pay period (base pay)*
5 years	1%
10 years	1.5%
15 years	1.5%
20 years	2%

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 11.1 - Discipline

Disciplinary action may include the following sanctions:

a. Oral reprimand by the immediate supervisor.

b. Written reprimand.

c. Suspension.

d. Demotion.

e. Discharge.

These sanctions are independent of each other. The City may commence disciplinary action at any level set out above. Disciplinary action may be imposed upon any employee for just cause, which shall include, but is not limited to, the following:

a. Failing to discharge responsibility as an employee.

b. Conduct reflecting discredit on the police department.

c. Conduct which is a direct hindrance to the effective performance of City functions.

d. Misconduct.

e. Inefficiency.

f. Incompetence.

g. Insubordination.

h. Misfeasance.

i. Malfeasance.

j. Willful giving of false information.

k. Withholding of information with intent to deceive when making application for employment.

l. Willful violation of departmental rules as set forth in the police department written manual of policies and procedures.

m. Willful violation of City policy.

Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. Any action taken under this paragraph will be done in such a manner as to impose the discipline or reprimand with as little embarrassment or humiliation to the City employee as possible.

Section 11.2 - Association Representation

Employees who are the focus of a disciplinary investigation shall be given a copy of the complaint at the beginning of the investigation unless to do so would compromise the investigation and shall be afforded sufficient opportunity of securing appropriate representation. At the beginning of the interview, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same. The employee will be given reasonable breaks for personal purposes. The Association or the City may tape record the interview. The affected employee(s) shall be advised in writing of the disposition of the investigation no more than ten (10) days following its completion and afforded a complete copy of the final report.

Section 11.3 - Due Process for Discipline

If discipline is to be imposed of an economic nature, the City shall give the employee notice of the proposed discipline, copies of all investigative reports that directly relate to the incident for which the City is considering discipline, unless the City is denied access to a document over which it has no control, and the employee shall have ten (10) days from the receipt of the investigative reports to respond either in writing or in person as to why the proposed discipline would be inappropriate.

Should the City believe that the disciplinary offense for which the employee is being charged is covered by the provisions of ORS 243.706 the City will so notify the employee with specificity as to which sections of the statute the City is relying upon for what acts the employee is alleged to have done. Failure to raise this statutory remedy by the City at the pre-discipline or pre-termination stage shall be a waiver of the City's right to rely on it thereafter.

Section 11.4 - Discharge

Probationary employees having less than eighteen (18) months of continuous employment shall serve at the pleasure of the City. If an officer is hired with a DPSST police certification, the probationary period shall be twelve (12) months. Non-certified officers having continuous service in excess of eighteen (18) months shall be discharged only for just cause. Protest of the discharge of any non-probationary employee shall be made through the grievance procedure.

ARTICLE 12 - SETTLEMENT OF DISPUTES

Section 12.1 - Grievance and Mediation Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1 The affected employee or the Association shall take up the grievance or dispute with the Chief or the Chief's designee within fourteen (14) days of its occurrence. The Chief or the Chief's designee shall determine the City's management team which will meet with the Association's representatives and attempt to resolve the grievance. The parties will attempt to exchange all relevant information in order to aid them in doing so. Said meeting will take place within fourteen (14) days of the filing of the grievance unless that time is mutually waived by the parties.

STEP 2 The City shall issue its response within fourteen (14) days of the meeting. Should the grievance not be resolved, the Association may within fourteen (14) days of the decision of the City have the right to have the matter submitted to final and binding arbitration by a third party jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names of Oregon Arbitrators. Both the City and the Association shall have the right to strike three (3) names from the list. The parties will flip a coin to determine who strikes first. The looser shall strike first. The process shall be repeated and the remaining person shall be the arbitrator.

The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator and the other party. The time limits prescribed in this Article shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent. Employees may exercise their rights to this grievance procedure free from reprisal from the City.

ARTICLE 13 - PROBATIONARY PERIOD

Section 13.1 - Purpose

The probationary period is an integral part of the employee selection process and provides the City the opportunity to upgrade and improve the department by observing a new employee's work, training and aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 13.2 - Duration of Probationary Period

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) months for certified officers and eighteen (18) months for non-certified officers, commencing on the employee's date of employment.

Section 13.3 - Termination of Probationary Employees

The Association recognizes the right of the City to terminate probationary employees for any reasons and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications.

ARTICLE 14 - GENERAL PROVISIONS

Section 14.1 - Side Arms

A safe, reliable semi-automatic side arm meeting the specifications set forth in the Police Operations Manual shall be furnished to each employee having law enforcement responsibilities. The department shall provide such a firearm for the use of employees. Each employee shall be responsible for the care and maintenance of the employee's side arm. The department shall provide the required ammunition each year for the mandatory department training.

Section 14.2 - Personnel Records/Files

The personnel records of members of the bargaining unit shall be available at reasonable times on notice stating reason for inspection only by the employee named on the file and by appropriate management personnel. A copy of any document or piece of information placed in the employee's file shall be given to the employee. Employee's personnel file is that file maintained by the City which contains the application, all the pertinent records of employment, commendations, disciplinary action, letters of employment conditions, rank, permanent grade and termination of employment maintained by the HR Officer. After two (2) years, all written reprimands shall be removed from each employee's personnel file.

Section 14.3 - Uniforms and Protective Clothing

The City will furnish three (3) summer and three (3) winter uniforms, protective clothing, or any type of protective device which an employee is required to wear. The City will furnish one (1) duty belt and essential accessories as determined by the Chief of Police. The City shall pay an amount not to exceed $250 every two (2) years for boots/foot gear. Upon obtaining approval from the Chief of Police for the purchase, the employee shall charge the purchase to the Police Department or submit the same to the Chief of Police for reimbursement. The City will make arrangements for the dry-cleaning of all uniforms and other articles of clothing or regulation items which the City requires employees to wear at no cost to the employees. Included is a protective heavy-duty raincoat and bullet proof protective vest to be made available to police officers for use while on duty, such vests to be of the standard manufactured by Morgan, Armor of America, Second Chance, or equivalent. Vests shall be individually fitted for each employee and shall be replaced in accordance with the manufacturer's recommendations for doing so.

All equipment issued by the department remains the property of the department. All personal equipment damaged in the line of duty will be repaired by the City. In the event the personal equipment is beyond repair, the City shall furnish replacement equipment to be used by the employee while a member of the department. Depending upon the cost of the item and the circumstances concerning its damage, the City may replace the item and allow

same to be the personal property of the employee.

Section 14.4 - Seniority

Seniority shall be synonymous with continuous service as defined in Article 6, Section 2.

Section 14.5 - Other Employment

Outside employment shall be permitted only with the express prior approval of the Chief.

ARTICLE 15 - INSURANCE AND RETIREMENT

Section 15.1 - Health Care Insurance

The City agrees to provide comprehensive medical, dental and vision health care. The City will continue to provide the High Deductible Health Plan (HDHP-1) with a Health Savings Account (HSA) option through CIS and Regence.

Section 15.1.A – Health Savings Account (HSA)

Effective on the first day of each benefit year, the City shall contribute $3,000 to each employee's HSA to be administered by a third party if the employee is covered by a "family" plan.

For employees that are not covered under a "family" plan, the City shall contribute $1,500 to each employee's HSA.

For employees that are not eligible for participating in a HSA account for non-choice reasons (Tricare/VA, Medicare, and Indian Health Services) the City shall instead contribute equivalent amounts listed above into an employee's Voluntary Employee Beneficiary Association (VEBA) account to be administered by a third party.

Employees hired after the first day of the benefit year shall receive a pro-rated contribution within 30 days. For example, an employee hired in July would receive fifty percent (50%) of the employer contribution as listed above.

Section 15.2 - Insurance Premiums

In the contract years 2016-2019, the City agrees to contribute ninety percent (90%) of the insurance premium with each employee paying ten percent (10%).

Section 15.3 – Substantial Change in Coverage

If insurance coverage changes substantially, either the Association or the City has the option to reopen negotiations regarding health insurance.

Section 15.4 - PERS Contributions

The City agrees to pay PERS contributions for the employees who are eligible to participate.

Section 15.5 – A D & D Insurance

Accidental death and dismemberment coverage will be twenty thousand dollars ($20,000).

ARTICLE 16 - TERMINATION AND RE-OPENING

This Agreement is to be for three (3) years, effective July 1, 2016 through June 30th 2019. Written notice is to be served on the City of Madras for re-opening the contract on or about December 1, 2018. Negotiations shall commence within 45 days of said notice, unless otherwise agreed. During the period of negotiations, this agreement will remain in full force and effect.

CITY OF MADRAS

By: _____
Gus Burril, City Administrator

Date: _____

MADRAS POLICE EMPLOYEES' ASSOCIATION

By: _____
Mel Brown, President

Date: _____

Exhibit "A": Salary Schedule

Table A - Current table for FY 2013-16 Contract (the one most current); keep current employees in until eligible to go to step 7

For fiscal year 2016-17:	COLA .4%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	Hourly	$ 27.74	$ 29.20	$ 30.66	$ 32.19	$ 33.80	$ 35.49
	Monthly	$ 4,807.79	$ 5,060.94	$ 5,314.09	$ 5,579.90	$ 5,858.37	$ 6,151.61
	Yearly	$ 57,693.47	$ 60,731.30	$ 63,769.13	$ 66,958.86	$ 70,300.47	$ 73,819.29
Office Manager	Hourly	$ 22.77	$ 23.91	$ 25.11	$ 26.36	$ 27.68	$ 29.06
	Monthly	$ 3,947.07	$ 4,144.32	$ 4,352.11	$ 4,569.40	$ 4,797.24	$ 5,037.74
	Yearly	$ 47,364.85	$ 49,731.82	$ 52,225.38	$ 54,832.85	$ 57,566.90	$ 60,452.84
PD Office Assistant	Hourly	$ 17.75	$ 18.64	$ 19.58	$ 20.56	$ 21.58	$ 22.66
	Monthly	$ 3,077.43	$ 3,231.30	$ 3,392.87	$ 3,562.51	$ 3,740.64	$ 3,927.66
	Yearly	$ 36,929.13	$ 38,775.58	$ 40,714.36	$ 42,750.08	$ 44,887.58	$ 47,131.96
Officer	Hourly	$ 22.24	$ 23.35	$ 24.51	$ 25.75	$ 27.03	$ 28.38
	Monthly	$ 3,854.67	$ 4,047.40	$ 4,249.78	$ 4,462.26	$ 4,685.38	$ 4,919.64
	Yearly	$ 46,256.04	$ 48,568.84	$ 50,997.28	$ 53,547.15	$ 56,224.50	$ 59,035.73

TABLE B: Those at step 6 and eligible to go to a step 7, or new hire, or promotion are to utilize this table.

COLA	0.4%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sergeant	Hourly	$ 27.38	$ 28.59	$ 29.86	$ 31.17	$ 32.55	$ 33.99	$ 35.49
	Monthly	$ 4,746.46	$ 4,956.09	$ 5,174.99	$ 5,403.55	$ 5,642.21	$ 5,891.40	$ 6,151.61
	Yearly	$ 56,957.51	$ 59,473.13	$ 62,099.86	$ 64,842.61	$ 67,706.49	$ 70,696.86	$ 73,819.30
Office Manager	Hourly	$ 22.43	$ 23.42	$ 24.45	$ 25.53	$ 26.66	$ 27.84	$ 29.06
	Monthly	$ 3,887.02	$ 4,058.69	$ 4,237.95	$ 4,425.13	$ 4,620.57	$ 4,824.65	$ 5,037.74
	Yearly	$ 46,644.21	$ 48,704.33	$ 50,855.44	$ 53,101.55	$ 55,446.87	$ 57,895.77	$ 60,452.84
PD Office Assistant	Hourly	$ 17.75	$ 18.54	$ 19.36	$ 20.21	$ 21.10	$ 22.03	$ 23.01
	Monthly	$ 3,077.43	$ 3,213.35	$ 3,355.27	$ 3,503.46	$ 3,658.20	$ 3,819.77	$ 3,988.48
	Yearly	$ 36,929.13	$ 38,560.16	$ 40,263.24	$ 42,041.53	$ 43,898.37	$ 45,837.21	$ 47,861.69
Officer	Hourly	$ 22.24	$ 23.22	$ 24.24	$ 25.31	$ 26.43	$ 27.60	$ 28.82
	Monthly	$ 3,854.67	$ 4,024.92	$ 4,202.69	$ 4,388.30	$ 4,582.12	$ 4,784.50	$ 4,995.81
	Yearly	$ 46,256.04	$ 48,299.01	$ 50,432.22	$ 52,659.64	$ 54,985.44	$ 57,413.97	$ 59,949.75

CITY OF MADRAS

Request for Council Action

Date Submitted: May 10, 2016

Agenda Date Requested: May 24, 2016

To: Mayor and City Council Members

Through: Jeff Hurd, Public Works Director

From: Michele Quinn, Public Works Administrative Assistant

Subject: Contract Change Order # 1 Professional Services Contract for Water Rate and System Development Charge Study- FCS Group

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only

Formal Action/Motion that Council approves Contract Change Order #1 for the Professional Services Contract with FCS Group for Water Rate and System Development Charge Study to extend the contract to June 30, 2016.

DESCRIPTION:
Contract Change Order No. 1 includes a contract extension from June, 1 2016 until June 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 has been budgeted for FY 2015-16, therefore it does not require a budget resolution.

C. Recognition of Collateral Material and Technical Report:

- Contract Change Order #1 Professional Services Contract FCS Group

RECOMMENDATION:

Formal Action/Motion that Council approves Contract Change Order #1 for the Professional Services Contract with FCS Group for Water Rate and System Development Charge Study to extend the contract to June 30, 2016.

THE CITY OF MADRAS

EST. 1910

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. 1

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 June 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 June 30, 2016 No additional cost.

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

CITY OF MADRAS:

Royce Embanks, Mayor; Council President or Mayor Pro Tem

Signature: _____

Date Signed: _____

FCS Goup

Name: _____

Signature: _____

Date Signed: _____

CITY OF MADRAS

Request for Council Action

Date Submitted:	May 13, 2016
Agenda Date Requested:	May 24, 2016
To:	Mayor and City Council Members
Through:	Jeff Hurd, Public Works Director
From:	Michele Quinn, Public Works Administrative Assistant
Subject:	Ratification of Contract Change Order #7 - Construction Services Contract for High Desert Aggregate & Paving for the Madras Municipal Airport Runway Connect Oregon V Project

TYPE OF ACTION REQUESTED:

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[X] Contract Review Board

[ ] None - Report Only

Formal Action/Motion that council ratifies Contract Change Order No. 7 of the construction services contract for High Desert Aggregate & Paving, Inc. for the Madras Municipal Airport Connect Oregon V Project to extend the contract to June 30, 2016.

DESCRIPTION:
Contract change order #7 is needed to extend the contract to June 30, 2016 to allow High Desert Aggregate and Paving to complete the runway striping per the specification. There will be no additional cost for the time extension.

STAFF ANALYSIS:
During the punch list process of Runway 16-34 staff noticed that the striping on the runway did not reflect as specified. Staff brought this to the attention of the contractor and it was agreed that the runway striping needed to be redone. Due to the timing and weather the striping was unable to be addressed until warmer weather. The weather is now adequate for the striping to be repainted, but a contract time extension is needed to complete this work.

Staff recommends approval of the Ratification of CCO No. 7 for High Desert Aggregate & Paving to extend the contract to June 30, 2016

SUMMARY:

A. Fiscal Impact:

Costs:

Additional Design for COV Improvements	=	$ 54,489.50
Construction Engineering	=	$ 219,574.54
Construction Services Contract (HDAP)		
Original Contract Amount	=	$ 2,142,926.35
CCO #1- 12" Sleeve	=	$ 10,435.00
CCO #2 delete item 9-10 use 1" -0"	=	$ -5,625.00
CCO # 3 64-22 HMAC Overlay	=	$ 4,000.00
CCO #4 Runway 4-22 Crack Repair	=	$ 23,129.50
CCO #5 Apron Improvements and Qty Adjustments	=	$ 217,961.50
CCO#6 Crack Repair, Patching, Contract extension	=	$ 3,897.20
CCO#7 Contract Time extension	=	$ 0.00
Revised Construction Contract	=	$ 2,396,724.55
Construction Services Contract (Chiddix Enterprises)		
Negotiated Contract Amount	=	$ 157,100.00
Used Fuel Tank Procurement	=	$ 98,400.00
Misc (Boli Fees, Bid Advertisement, Etc)	=	$ 4,951.16
Contingency	=	$ 17,657.79
Total	=	**$ 2,948,897.54**

Revenue:

Connect Oregon V	=	$ 792,000.00
Federal Aviation Administration	=	$ 1,992,883.44
City of Madras	=	$ 164,014.10
Total	=	**$ 2,948,897.54**

B. Funding Source:

- Airport Operations Fund, 2014-15 Airport Improvement Project **520-090-540-1002**
- A budget resolution was performed at the July meeting to recognize the additional grant revenue and expense in FY 15-16.

C. Recognition of Collateral Material and Technical Report:

- Change Order No. 7 High Desert Aggregate and Paving, Inc.

RECOMMENDATION:

Formal Action/Motion that council ratifies Contract Change Order No. 7 of the construction services contract for High Desert Aggregate & Paving, Inc. for the Madras Municipal Airport Connect Oregon V Project to extend the contract to June 30, 2016.

THE CITY OF MADRAS

EST. 1910

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

CONTRACT CHANGE ORDER

Date: 4/19/2016
Change Order No. 1

TO: High Desert Aggregate and Paving P.O. Box 1929 Redmond,

Phone: 541-504-8566
Fax:

PROJECT: Runway 16-34 Improvements

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

1 Increase contract time to June 30, 2016 to allow contractor to finish punch list items

☐ 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 30, 2016

ORIGINAL CONTRACT AMOUNTWITH CHANGE OREDERS : $ 2,396,724.55

$ -

ITEM	UM	QTY	UP	DESCRIPTION	
1				Contract Time Increased to June 30, 2016	$ -
					$ -
					$ -

TOTAL REVISED CONTRACT AMOUNT: $ 2,396,724.55

CITY OF MADRAS:

Gus Burril, City Administrator

Signature: Gus W. Burril

Date Signed: 4/21/16

High Desert Aggregate and Paving

Name: Michael T. Moore

Signature: [illegible]

Date Signed: 5/9/16

CITY OF MADRAS

Request for Council Action

Date Submitted: May 10, 2016

Agenda Date Requested: May 24, 2016

To: Mayor and City Council Members

Through: Jeff Hurd, Public Works Director

From: Michele Quinn, Public Works Administrative Assistant

Subject: Authorization to donate the Friendship Pole to Jefferson County Arts Association

TYPE OF ACTION REQUESTED: **(Check One)**

[ ] Resolution

[ ] Ordinance

[X] Formal Action/Motion

[ ] Other

[ ] No Action - Report Only

Formal action/motion that Council approves the donation of the Friendship Pole to the Jefferson County Arts Association

DESCRIPTION:
Staff was directed by Council to see if the Historical Society was interested in the Friendship Pole that was removed from the south end of town due to the US 97 J Street Project.

STAFF ANALYSIS:
Staff contacted the Historical Society and asked if they would be interested in the Friendship Pole. The Historical Society discussed this at their February board meeting and decided the historical value of the pole in relation to the limited space and artifacts and voted to declines the City's offer.

Staff received a phone call from Karl Lundy and he felt the Jefferson County Arts Association would like to have the Friendship Pole. They already have historical information on the pole when it was carved, and by whom. Staff has been in contact with the Jefferson County Arts Association and has confirmed they would like to have the Friendship pole. We have received the required nonprofit information from the Jefferson County Arts Association stating their nonprofit status.

Per Ordinance No. 886 Surplus property may be disposed of by any commercially reasonable method upon a determination by the city administrator that the method of disposal is in the best interests of the City.

Staff is recommending that Council approves the donation of the Friendship pole to the Jefferson County Arts Association.

SUMMARY:

A. Fiscal Impact

NA

B. Funding Source

NA

C. Recognition of Collateral Material and Technical Report:

- Email from the Historical Society
- Nonprofit status from Jefferson County Arts Association
- Ordinance No. 886 (disposal of surplus property)

RECOMMENDATION:

Formal action/motion that Council approves the donation of the Friendship Pole to the Jefferson County Arts Association

Michele Quinn

From: Jarold Ramsey <ramseyjarold@yahoo.com>
Sent: Monday, March 07, 2016 5:15 PM
To: Michele Quinn
Subject: Re: City of Madras Friendship pole

Mon. March 7, 2016

Dear Michele:

Strange--soon after our Historical Society Board meeting in February, I wrote to you in reply to your query about the south-end Friendship Totem Pole.. . the letter must have gotten lost. To repeat what I said in the letter: the Board discussed the historical value of the pole in relation to our very limited space for "outside" artifacts, and voted to respectfully decline to City's offer of it. Re: the historical value issue, a number of Directors noted that the Native American dancing figure on the top had no relation at all to local Indians and their culture and traditions, and that in fact, when the pole was first erected, several Warm Springs residents expressed their objections to it on those grounds.

Sorry that it's taken this long to convey the decision.

Best regards,

Jarold Ramsey (JCHS Director, Past President)

From: Michele Quinn <mquinn@ci.madras.or.us>
To: "ramseyjarold@yahoo.com" <ramseyjarold@yahoo.com>
Sent: Monday, March 7, 2016 1:30 PM
Subject: City of Madras Friendship pole

Hello Jerry, I wrote to you a month or so ago asking if the Historical Society would be interested in the Friendship pole that was down by J Street. We have it stored and were considering putting it up for auction and City Council wanted us to check with the Historical Society to see if you would be interested. Please let me know if this is something you may be interested in.
Thank you!

Michele Quinn
Public Works Administrative Assistant

City of Madras Public Works Dept.
125 SW "E" Street
Madras, OR 97741
Office: 541-325-0313

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COPY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 1 4 2002

JEFFERSON COUNTY ARTS ASSOCIATION
135 SE 5TH ST
MADRAS, OR 97741

Employer Identification Number:
93-1328275
DLN:
17053150003032
Contact Person:
MICHAEL RYAN
ID# 31363
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

JEFFERSON COUNTY ARTS ASSOCIATION

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

for Lois G. Lerner
Director, Exempt Organizations

(D) The timeline for cleanup does not permit use of intermediate procurement procedures.

[Prev. adopt. in Res. No. 12-2006]

12. Insurance—Employee Benefit and Other.

City may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar amount, subject to the terms of any collective bargaining agreement between City and represented employee groups.

[Prev. adopt. in Res. No. 12-2006]

13. Disposal of Abandoned, Seized or Non-owned Property.

Contracts or arrangements for the sale or other disposal of abandoned, seized or other personal property not owned by City at the time City obtains possession are not subject to competitive procurement procedures. The city administrator may select any method of disposal including, without limitation, donation to a charitable organization.

[Prev. adopt. in Res. No. 12-2006]

14. Disposal of Surplus Property.

(A) Methods. Surplus property may be disposed of by any commercially reasonable method upon a determination by the city administrator that the method of disposal is in the best interests of City. Factors that may be considered by the city administrator include costs of sale, administrative costs, and public benefits to City. The city administrator will maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred. For the purpose of this rule, "commercially reasonable method" includes, without limitation, transfer or sale to another City department or agency, auction, bid, liquidation sale, fixed-price sale, trade-in, donation, and any other method determined reasonable under the circumstances by the city administrator.

(B) Disposal of Property with Minimal Value. Surplus property which has a value of less than $500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. Prior to disposing property pursuant to this subsection (B), the City official proposing to dispose the property will obtain a written confirmation from another City official determining that the value of the property is less than $500. City official making the disposal will make a record of the value of the item and the manner of disposal.

CITY OF MADRAS

Request for Council Action

Date Submitted:	May 10, 2016
Agenda Date Requested:	May 24, 2016
To:	Mayor and City Council Members
Through:	Gus Burril, City Administrator and Jeff Hurd, Public Works Director
From:	Michele Quinn, Assistant to Public Works Director
Subject:	Water Sale Agreement "between" Deschutes Valley Water District and the City of Madras

TYPE OF ACTION REQUESTED:

[ ] Resolution [ ] Ordinance

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

[ ] None - Report Only

Formal action / motion for Council to authorize the Mayor to sign on behalf of the City the Water Sales Agreement between Deschutes Valley Water District and City of Madras for the purchase of domestic water.

DESCRIPTION:
The City and Deschutes Valley Water District have operated under a Water Sale Agreement in past years. This Water Sale Agreement will replace the existing agreement which is set to expire on June 30, 2016.

STAFF ANALYSIS:
The current agreement has the City's obligation at $6,000 per month flat fee and $0.283 per 100 cubic feet of water sold. The new agreement will increase the flat fee to $6,978 and $0.321 per 100 cubic feet of water sold. Based on 2015 water purchases this will equate to an approximate $23,000 dollar annual increase or a 14.6% increase. Deschutes Valley Water District continues to increase their rates to the City so as to avoid a major cost shift in the year 2020 when

Deschutes Valley Water District's power revenues will decrease dramatically which impact overall subsides used in the past to help keep costs lower to water customers.

City Administrator, Burril and Public Works Director, Hurd met with Edson Pugh at Deschutes Valley Water District and has reviewed the terms and conditions of the agreement. Staff recommends approving the agreement with Deschutes Valley Water.

SUMMARY:

A. **Fiscal Impact:**

- Rate under current Water Sale Agreement:
  - Flat Fee = $6,000 per month
  - Cost per 100 cuft = $0.283

- Adjusted rate under new Water Sale Agreement
  - Flat Fee = $6,978.00 per month
  - Cost per 100 cuft = $0.321

B. Funding Source:

- Water Operations Fund, Materials and Services, Water Purchases 502-020-520-3204
- This has been accounted for in the proposed 2016-17 budget that was approved by budget committee.

C. Recognition of Collateral Material and Technical Report:

- See attached Water Sale Agreement and Water Rate Calculations (proposed)

RECOMMENDATION:

Formal action / motion for Council to authorize the Mayor to sign on behalf of the City the Water Sales Agreement between Deschutes Valley Water District and City of Madras for the purchase of domestic water.

Water Rate Calculations (proposed) Jan. 2016

Opal Springs Pumping Costs from 2014/2015 Audit = $438,326.00

Total Volume Pumped by DVWD = 150,429,307 cu. ft.

$438,326.00 / 150,429,307 cu. ft. = $0.291 / 100 cu. ft.

Add 10.25%

New Contract Rate = $0.321 / 100 cu. ft.

Old Contract Rate = $0.283 / 100 cu. ft.

New rate would be 13.4% higher than old rate.

Monthly Minimum is Currently $6,000

Regular DVWD customers experienced a 16.3% rate increase over the last 3 years.

$6,000 x 1.163 = $6,978

Recommend $6,978 / month for new monthly minimum.

COPY

WATER SALE AGREEMENT
between
DESCHUTES VALLEY WATER DISTRICT
and
CITY OF MADRAS

THIS AGREEMENT is made and entered into this _____ day of_____ 2016, by and between DESCHUTES VALLEY WATER DISTRICT, hereinafter referred to as "District" and the CITY OF MADRAS, hereinafter referred to as "City".

RECITALS

WHEREAS, the District owns and operates a domestic water district under ORS Chapter 264 for the purpose of supplying domestic water;

AND WHEREAS, the City wishes to purchase domestic water from the District for the purpose of providing for the entire water needs for the City of Madras except in situations of emergency where the District is unable to provide for the entire needs of the City in which case the City will utilize it's own wells during the period of the inability of the District to provide sufficient water for the needs of the residents of the City of Madras;

AND WHEREAS, the District and the City have previously operated under a Water Sale Agreement dated May 28, 2013, which expires June 30, 2016, and this Agreement shall replace the previous Agreement and the previous Agreement upon expiration shall be null and void and have no effect;

AND WHEREAS, the District and the City are authorized pursuant to ORS 190.010 to enter into an intergovernmental contractual agreement;

AND WHEREAS, the District is authorized specifically pursuant to ORS 264.310 to contract and enter into an intergovernmental agreement to supply and sell surplus water on such terms and conditions and at such rates as the District's Board shall consider advisable;

NOW THEREFORE, the parties hereby mutually agree as follows:

TERM OF AGREEMENT: This agreement shall commence on July 1, 2016 and extend through June 30, 2019. The District shall make available to the City subject to the provisions of this agreement domestic water at the Districts three points of interconnection with the City water system.

WATER RIGHTS: The City shall pay to the District the sum of SIX THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS ($6,978.00) per month. In addition the City shall pay to the District the sum of $0.321 per 100 cubic feet, which shall be a "UNIT". The $0.321 rate shall commence upon the first unit of water delivered. The water rates shall be adjusted when the electric pumping cost per unit has increased or decreased by 10% calculated from the following formula: The electric pumping cost divided by the number of units sold, determined from

the District's annual audit report, plus 10.25%. When the rates are adjusted as provided by this paragraph, the rate charge shall be the rate computed pursuant to this formula. The new rate shall become effective on July 1 of the following fiscal year during the term of this contract.

METERING AND PAYMENTS: The District shall meter the amount of water delivered to the City by the District at the District's point of delivery to the City. The parties acknowledge that there are three points of delivery existing. The point of delivery is the location currently existing where the District and City's water facilities are connected and metering by the District shall be conducted at those points.

The District shall provide the City with monthly computations of metered use and the City shall make monthly payments within thirty (30) days of the City receiving the invoice. The City shall, in addition, pay monthly the SIX THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS ($6,978.00) each month during the term of this contract.

RENEWAL OF CONTRACT: Unless notice is given by either party to this contract in writing, no later than ninety (90) days of the expiration date of this contract, that the contract shall not be renewed, then the contract shall automatically be renewed for an additional three year period. The renewal shall be automatic and shall commence on July 1st of the succeeding period and shall expire on June 30th on the third year of the renewal. For each renewal period the parties reserve the right to notify the other party of their intent to terminate the contract ninety (90) days before the next contract expiration date. During any renewal contract period the District shall be able to negotiate a different monthly charge for the provision of domestic water services.

POINT OF DELIVERY AND MAINTENANCE: The parties agree that there are three points of delivery located within the City. The District is responsible for the maintenance of the valve house locations at the point of delivery. The point of delivery is where the District shall meter the water delivered to the City. The District will maintain all equipment and installation of valve house metering equipment at the point of delivery. The valve housing and equipment shall belong to the District. The District shall maintain all necessary repairs, maintenance and replacement of equipment at the point of delivery.

SUPPLY OF WATER: The District shall supply to the City all the water needs that the City shall require during the period of this agreement. The water shall be used by the City for domestic water purposes including the City's irrigation of parks and green spaces. The District shall supply water to the City pursuant to this agreement so long as available to the District a surplus supply of water existing over and above all demands of the District's domestic water users.

CONTINUITY OF SERVICE: The District may be required to curtail, interrupt or reduce deliveries of water in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of the District's equipment or any part of its system. In such circumstances, the District shall use its best efforts to keep all curtailments, interruptions or reductions to a minimum. The District shall notify the City in advance when the District is required to temporarily curtail water delivery service and shall notify the City as to the period of time in which said service may be temporarily discontinued for the needs of the District to make necessary repairs, improvements or

testing.

In the event that the City shall need to make repairs, construction, maintenance or inspect any of the City's domestic water delivery system, the City shall notify the District of the need for the District to shut down a supply of water to the City on a temporary basis to allow the City to construct or maintain the City's water delivery system to it's citizens. The District agrees to cease service for a period of time to allow the City to make any necessary repairs, inspection, replacement or construction. Notices shall be given by the parties to the appropriate representative of the City and District as designated from time to time by the City or District.

LIABILITY: Neither party, its directors, officers and employees, shall be liable to the other party for any loss or damage to the water system of the other caused by or arising out of an interruption of water service, whether or not such interruption of water service resulted from gross negligence, negligence, wrongful act or omission of the other party. An interruption of water service caused by the design, construction, operation, maintenance or use of one parties' water system shall not be the liability of the other party. Each party releases the other party, it's directors, officers and employees from any such liability.

WARRANTIES: The District warrants to the City that the District shall supply domestic water to the City of the same quality as the domestic water being supplied to the District's domestic water users.

The District neither warrants nor guarantees the quality or quantity of the domestic water delivered to the City at or beyond the point of delivery, which is the point at which the District delivers water to the City and meters the water from the District's point of delivery at the valve houses at the point of delivery. The City shall assume all responsibility for water quality from the point of delivery by the District to the City and the City shall assume responsibility for water quality to the City's own domestic water service users. The City warrants that the water delivered by the District to the City shall be used for domestic water purposes only.

NON-DEDICATION: Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement. No undertaking by one party to the other under any provisions of this Agreement shall constitute the dedication of that party's system of domestic water supply or any portion thereof to the other party or to the public.

COMPLETENESS OF AGREEMENT: The provisions embodied in this Agreement contain all covenants, agreements, obligations and stipulations agreed upon between the parties and on execution hereof, any and all previous and existing agreements and/or contracts entered into between the parties are hereby declared by mutual consent to be null and void.

ASSIGNMENT: No assignment of this Agreement shall be valid.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and no modification of this Agreement shall be binding upon the parties unless evidence by an

agreement in writing signed by the District and the City by and through their authorized representatives after the date hereof.

BREACH: A breach of contract by either party shall constitute grounds for cancellation of this Agreement by the other party. However, the party who commits the breach shall have thirty (30) days after mailing a written notice of such breach from the other party in which to correct or abate the breach and avoid cancellation. If the party committing the breach fails, refuses or neglects to correct or abate the breach within such thirty day period, then the other party, at its option, shall immediately terminate this Agreement by giving written notice of termination to the party in default. Any written notice provided for herein shall be deemed properly mailed and delivered when the same is deposited in the United States Mail, postage prepaid and properly addressed to the party to whom such notice is directed. Proper addresses of the two parties shall be as follows: Deschutes Valley Water District, 881 SW Culver Highway, Madras, Oregon 97741 and City of Madras, 125 SW "E" Street, Madras, Oregon 97741.

RATIFICATION: The signatures by the parties' agents as hereinafter contained do hereby certify that this contract has been ratified on behalf of the City of Madras by the City Counsel of the City of Madras and on behalf of Deschutes Valley Water District by the Board of Directors of Deschutes Valley Water District and the undersigned have authority to enter into this contract as referenced by the signing of the parties' agents.

DESCHUTES VALLEY WATER DISTRICT ("DISTRICT")

By: Edson Pugh

Edson Pugh, General Manager

ATTEST:

By: Gary Dinkel

Gary Dinkel, Chairman, Board of Commissioners
of Deschutes Valley Water District

CITY OF MADRAS ("CITY")

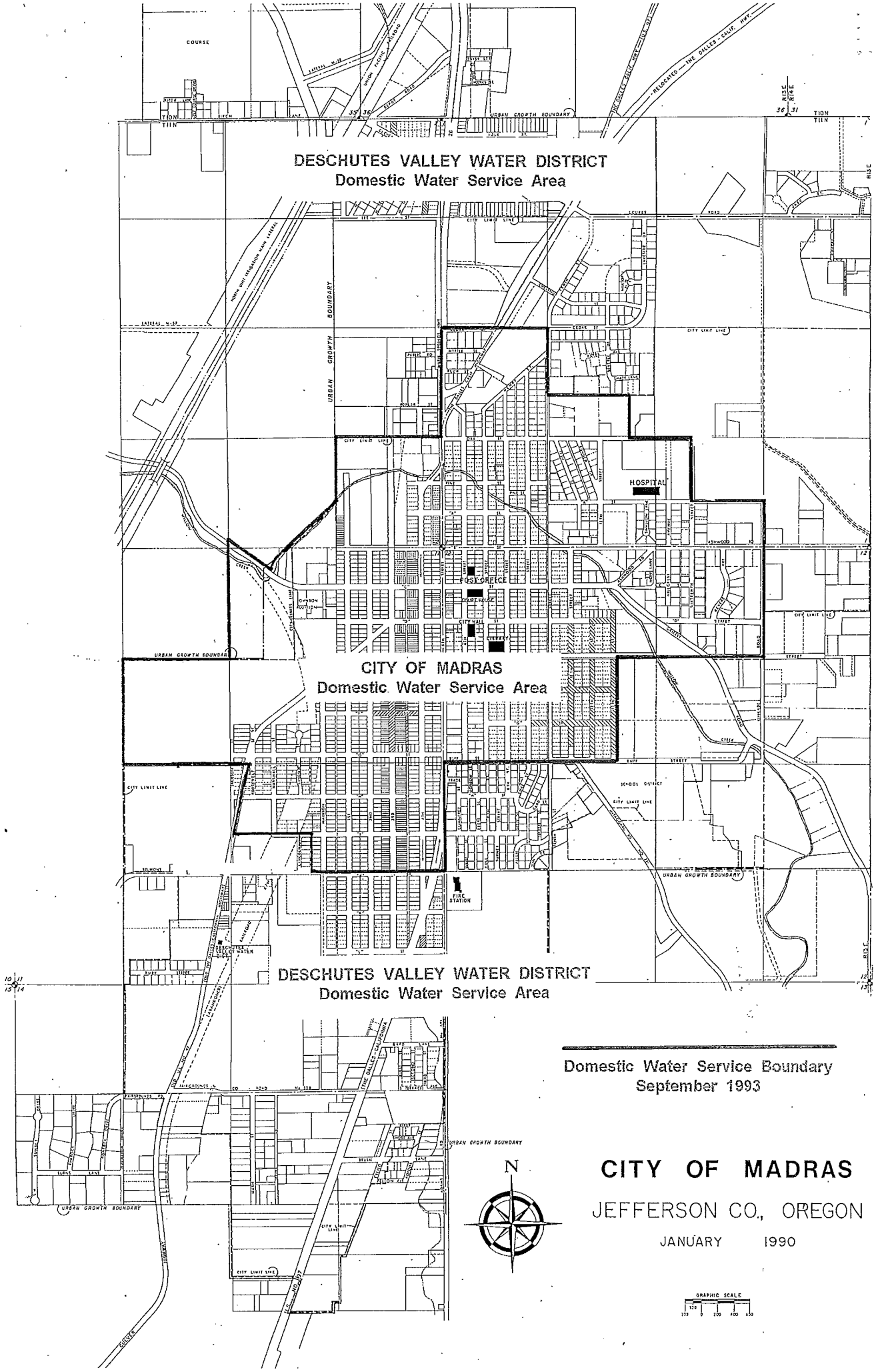
By: _____

Royce Embanks, Mayor

ATTEST:

By: _____

City Recorder of the City of Madras


DESCHUTES VALLEY WATER DISTRICT
Domestic Water Service Area
CITY OF MADRAS
Domestic Water Service Area
DESCHUTES VALLEY WATER DISTRICT
Domestic Water Service Area
HOSPITAL
POST OFFICE
CITY HALL
LIBRARY
FIRE STATION
URBAN GROWTH BOUNDARY
CITY LIMIT LINE
SCHOOL DISTRICT
Domestic Water Service Boundary
September 1993
CITY OF MADRAS
JEFFERSON CO., OREGON
JANUARY 1990
N
GRAPHIC SCALE

CITY OF MADRAS
Request for Council Action

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Date Submitted: May 18, 2016

Agenda Date Requested: May 24, 2016

To: Mayor and City Council

From: Gus Burril, City Administrator

Subject: Oregon Solar Fest 2017 – Airport Sublease, Special Event, and License Agreements with Jefferson County Tourism Group

TYPE OF ACTION REQUESTED: Formal Action/Motion – The City Council discuss and consider one of the following two options:

1. Approve the draft airport property sublease, lease, and special event agreement with Jefferson County Tourism Group and grant the City Administrator and City Attorney authority to finish negotiations and final edits to the agreement with ratification back to the Council, or

2. The City Council request the final negotiations and edits on the property sublease, lease, and special event agreement with Jefferson County Tourism Group be brought back to the City Council for final review and approval.

DESCRIPTION AND STAFF ANALYSIS:

On April 26th the City Council directed staff to proceed preparing an Airport property sublease, land license, and special event agreement with Jefferson County Tourism Group (JCTG) to sponsor a special event the weekend leading into and day of the August 2017 Solar Eclipse Event. The agreements provide property to JTCTG for public parking space, dry camping and space to host an event such as a concert with food and beverages.

A portion of the airport property of interest to sponsor an entertainment, parking, and dry camping forum is currently under lease by Deschutes Basin Farms LLC for farming only use. Lessee has expressed interest to sublease to JCTG if approved by the City. This requires a sublease agreement to permit a large gathering (10,000 to 50,000 or more visitors) onto City property. In addition to the sublease ground, JCTG is being leased additional City airport property for parking, staging, and dry camping. The parking area considered in the license agreement is also used by the Airshow event after the solar eclipse event. The City is interested in JCTG organizing and managing additional parking and overnight camping on selected airport properties to make sure sufficient space is provided for the event that provides a designated area for parking for those staying overnight (dry camping) or driving to the area for a reserved parking/viewing area for the solar eclipse event.

The sublease, license, and special event agreements permit JCTG to sponsor a large event where music, food, and beverages will be provided by JCTG and its vendors. The event and activities will be under the control and responsibility of JCTG. Indemnification, insurance, and performance bonding are standard requirements within the draft lease. The items to resolve are to clarify a fee structure for subleasing and permitting. There are multiple possibilities and the following have been discussed by the City's Event Facilitator and City Administrator:

Option A:

1. 1/3 down 6 months from the event date (by January 21, 2017).
2. The other 2/3 of payment within 30 days of event (September 20, 2017)
3. Flat Fee amount - $30,000

Option B:

1. $10,000 deposit ($5,000 due at signing of Agreement; $5,000 due July 21, 2017)
2. 30 percent of gross sales on parking at Areas 1-4 from August 17-21, 2017
3. To be paid monthly beginning May 2017 (or earlier?)
4. City requires monthly ticket sales reports for parking

Option C:

1. $10,000 deposit ($5,000 due at signing of Agreement; $5,000 due July 21, 2017)
2. 35 percent of gross sales on parking and RV/Tent camping at Areas 1-4 from August 17-21, 2017
3. To be paid monthly beginning May 2017 (or earlier?)
4. City requires monthly ticket sales reports for parking, RV and Tent camping

Option D:

1. $30,000 land use fees for Areas 1-4 for August 17-22, 2017
2. $0.50 per vehicle incoming on Cherry Lane and Dogwood Lane (use of a traffic counter)

There will be impacts to the City's systems (i.e. transportation, police, RV dumping, parks, restrooms, etc.). Staff encourages Council to discuss thoughts on what is fair to the City and to JCTG. JCTG still needs to review the agreement and provide feedback. This draft was sent out for timeliness sake and so staff can get Council feedback on what it believes is fair for this type of event. JCTG wants this agreement finalized sooner than later and so why we are distributing draft agreements in the packet so negotiations can continue and Council weigh in can be facilitated without having to wait until the next meeting on June 14, 2016.

The City is in need of additional resources to organize, market, and manage a place to park and/or camp for the event as the hotels and RV parks in Jefferson County cannot accommodate such a large event of visitors to the area. Partnering with JCTG appears to be a reasonable method of enrolling a local firm to organize, market, and manage a public site for accommodations to this major tourism event.

SUMMARY:

A. **Fiscal Impact**: See description and analysis section for potential revenue. Staff time and resources may well be in the $75,000 to $100,000 range to coordinate this event as a community wide effort. Costs include event plan facilitator costs, attorney time, staff time which includes Central Services, Public Works and Police Department, and other potential incidental costs such as emergency preparedness equipment.

B. **Recognition of Collateral Material and Technical Report**: See attached airport sublease, license, and special event agreements for the Solar Fest Event by Jefferson County Tourism Group; also map areas of airport properties considered for event.

RECOMMENDATION: Formal Action/Motion – The City Council discuss and consider one of the following two options:

1. Approve the draft airport property sublease, lease, and special event agreement with Jefferson County Tourism Group and grant the City Administrator and City Attorney authority to finish negotiations and final edits to the agreement with ratification back to the Council, or

2. The City Council request the final negotiations and edits on the property sublease, lease, and special event agreement with Jefferson County Tourism Group be brought back to the City Council for final review and approval.

SUBLEASE AGREEMENT

This Sublease Agreement (this "Agreement") is made and entered into on _____, 2016 (the "Effective Date") between the City of Madras, an Oregon municipal corporation ("Landlord"), whose address is 125 SW E Street, Madras, Oregon 97741, Deschutes Basin Farms LLC, an Oregon limited liability company ("Tenant"), whose address is _____, Madras, Oregon 97741, and Jefferson County Tourism Group, Incorporated, an Oregon corporation ("Subtenant"), whose address is 43 NW Chery Lane #105, Madras, Oregon 97741.

RECITALS:

A. Landlord and Williams Land & Livestock, LLC ("Williams"), entered into a certain Airport Ground Lease for Agricultural Non-Aeronautical use dated April 13, 2010 (the "Master Lease") pursuant to which Williams leased from Landlord the premises described in the Master Lease (the "Premises").

B. Landlord and Williams entered into a First Amendment to Airport Ground Lease for Agricultural Non-Aeronautical Use on April 10, 2012 (the "First Amendment"), which First Amendment (a) extended the term of the Master Lease, and (b) increased the area to be leased by Williams.

C. On February 26, 2013, Landlord and Williams entered into a certain Second Amendment to Airport Ground Lease for Agricultural Non-Aeronautical Use (the "Second Amendment"), which Second Amendment (a) extended the term of the Master Lease, (b) reduced the acreage of the leased acres, and (c) added a new Section 6.5 to the Master Lease, which section provides that should Landlord request a reduction in the land being leased by Williams in order to facilitate Landlord's lease of the subject land for economic development purposes, Landlord and Williams will negotiate in good faith concerning any consideration Landlord may pay for any crops that have been planted by Williams on the subject land but have not yet been harvested.

D. Landlord, Williams, and Tenant entered into a Third Amendment to Airport Ground Lease for Agricultural Non-Aeronautical Use dated effective November 12, 2014 (the "Third Amendment") pursuant to which Williams assigned the Master Lease, as amended, to Tenant.

E. Subject to the terms and conditions contained in this Agreement, Tenant desires to sublease to Subtenant a portion of the Premises consisting of approximately __ acres known as _____ described in the Master Lease (the "Subleased Premises"), and Subtenant desires to sublease the Subleased Premises from Tenant. A depiction of the Subleased Premises is attached as Exhibit A.

F. Subtenant will sublease the Subleased Premises for the purposes of hosting the Oregon Solar Fest (the "Event"). Subject to the terms and conditions contained in this Agreement, Landlord consents to this Agreement.

AGREEMENT:

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

1. Sublease; Landlord Consent; Reduction in Acreage.

1.1 Sublease. Tenant will sublease the Subleased Premises to Subtenant and Subtenant will sublease the Subleased Premises from Tenant. The term of this Agreement, Subtenant's right to possess the Subleased Premises, and Subtenant's obligation to pay Rent will commence on _____, 2017 and will continue, subject to the terms and conditions provided in this Agreement, until _____, 2017 (the "Lease Term"), unless sooner terminated or extended as provided under this Agreement. The Lease Term will not be extended. Landlord and Tenant make no representations and/or warranties as to the condition of the Subleased Premises and/or any improvements on the Subleased Premises. Subtenant takes possession of the Subleased Premises "as is" and "with all defects." Landlord and Tenant are not obligated to make any alterations and/or improvements in or to the Subleased Premises.

1.2 Landlord Consent. Landlord consents to the terms and conditions contained in this Agreement, including Subtenant's proposed uses of the Subleased Premises, subject to the following: (a) Landlord's consent is not a waiver of Landlord's right to withhold consent in the event of a subsequent proposed assignment or sublease of the Master Agreement; and (b) Landlord's consent does not release Tenant from Tenant's obligations under the Master Lease, and the Master Lease will continue to be the binding obligation of Tenant.

1.3 Reduction in Acreage. Subtenant agrees that Landlord may, with prior written notice and for any purpose, reduce the acreage of the Subleased Premises included in this Agreement. In the event Landlord reduces any acreage, Landlord and Subtenant will negotiate in good faith concerning any consideration Landlord may pay for a reduction in acreage.

2. Rent. Subtenant will pay Tenant rent, without offset, in the amount of $_____, payable in advance on _____ ("Rent"). Tenant will pay when due all charges for services and utilities to the Subleased Premises. Subtenant will make all Rent payments due under this Agreement to Tenant. Subtenant will not be responsible for any real property taxes, taxes, operating expenses, utilities, landscaping charges, maintenance or any other charges of any kind or nature owed by Tenant to Landlord under the Master Lease and/or any other obligations of Tenant.

3 Master Lease. Except as otherwise provided in this Agreement, (a) Subtenant will have no rights under the Master Lease, and all of Tenant's rights under the Master Lease will be retained by Tenant, and (b) Tenant has no obligation to perform any of Landlord's obligations under the Master Lease. Subtenant has received a copy of, has had a reasonable time to review, and has reviewed the Master Lease. A complete copy of the Master lease is attached hereto as Exhibit B.

4. Subtenant Representations, Warranties, and Covenants. Subtenant represents, warrants, and covenants to Tenant as follows:

4.1 Authority; Binding Obligation. Subtenant has full power and authority to sign and deliver this Agreement and to perform all of Subtenant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Subtenant, enforceable against Subtenant in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity. The signing and delivery of this Agreement by Subtenant and the performance by Subtenant of all of Subtenant's obligations under this Agreement will not (a) breach any agreement to which Subtenant is a party, or give any person the right

to accelerate any obligation of Subtenant, (b) violate any law, judgment, or order to which Subtenant is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Representations or Warranties. Subtenant's use of the Subleased Premises is on the basis of its own examination and personal knowledge of the Subleased Premises. Landlord and Tenant make no representations or warranties, whether express or implied, with respect to the Subleased Premises. Tenant and/or Landlord has made no promise or agreement to repair, alter, construct, and/or improve the Subleased Premises, or any part thereof. Prior to the Event, Landlord may mow the Subleased Premises to the condition necessary for The Airshow of the Cascades. Notwithstanding the foregoing, Subtenant accepts the Subleased Premises in their AS IS condition as of the Effective Date.

4.3 Limited Use. Subtenant will use the Subleased Premises to host the Event. Subtenant will not use the Subleased Premises for any other purpose. Upon Landlord's request, Subtenant will permit Landlord to inspect the Subleased Premises. Notwithstanding anything contained in this Agreement to the contrary, Subtenant's use of the Subleased Premises will be made subject to an in accordance with the Laws. "Law(s)" means any and all rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations directly or indirectly affecting the Property, the Airport, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), any Environmental Laws, any rules or regulations promulgated by the Federal Aviation Administration ("FAA") or any other federal airport authority, and any Airport rules and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.4 Safety Fences. Subtenant will erect, repair, and maintain fences and/or similar protective barriers to prevent Event attendees and traffic from entering certain Airport property (the "Safety Fences"), at Subtenant's cost and expense. The Safety Fences will be located at those areas depicted on the attached Exhibit C. Upon the earlier expiration or termination of this Agreement, Subtenant will remove, at its cost and expense, all Safety Fences from the Subleased Premises.

4.5 Condition of Premises. Subtenant will maintain, at Subtenant's cost and expense, the Premises in good repair and condition, reasonable wear and tear excepted, and will not commit or permit any waste of the Subleased Premises. Subtenant will not remove, demolish, and/or materially alter any improvement on the Subleased Premises without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Subtenant will comply with all applicable federal, state, and local laws, regulations, ordinances, and codes relating to the possession and/or use of the Subleased Premises. Subtenant will correct, at Subtenant's own expense, any failure of compliance created through Subtenant's fault or by reason of Subtenant's use of the Subleased Premises. Subtenant will refrain from causing or permitting any hazardous substances to be spilled, leaked, disposed of, or otherwise released on or under the Subleased Premises.

4.6 Surrender of Subleased Premises. On or before the date on which this Agreement terminates, Subtenant will remove Subtenant's personal property and fixtures from the Subleased Premises in a manner that does not damage the Subleased Premises and/or the Premises. Subtenant will remove from the Subleased Premises any and all waste, materials, and debris caused directly or indirectly by the Event and/or Event participants and attendees. Subtenant will vacate the Subleased Premises (and surrounding areas) in a good and clean condition and in the same condition

existing as of the Effective Date. If Subtenant fails to keep and maintain the Subleased Premises consistent with Section 4, Landlord may perform (or contract with another to perform) such clean-up as Landlord deems necessary or appropriate, at the expense of Subtenant. Any costs or expenses incurred by Landlord to perform Subtenant's maintenance and clean-up obligations under Section 4 will be payable by Subtenant upon Landlord's demand.

5. Default; Remedies.

5.1 Subtenant Default. The occurrence of any one or more of the following events constitutes an event of default by Subtenant under this Agreement (each an "Event of Default"): (a) Subtenant fails to pay Rent within ten (10) days of written notice of due date; (b) Subtenant breaches and/or fails to perform any non-payment obligation within ten (10) days after Tenant notifies Subtenant of the failure to perform its obligations when due; (c) Subtenant breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations contained in the Special Event Agreement (described below); (d) Subtenant assigns, subleases, and/or delegates any of Subtenant's rights or obligations under this Agreement, unless the assignment, delegation, and/or sublease is expressly permitted in this Agreement; (e) any representation or warranty made by Subtenant in this Agreement is found to have been untrue or misleading in any respect as of the Effective Date; (f) Subtenant fails to pay, becomes insolvent or unable to pay, or admits in writing an inability to pay Subtenant's debts as they become due, or makes a general assignment for the benefit of creditors; and/or (g) a proceeding with respect to Subtenant is commenced under any applicable law for the benefit of creditors, including but not limited to any bankruptcy or insolvency law, or an order for the appointment of a receiver, liquidator, trustee, custodian, or other officer having similar powers over Subtenant is entered.

5.2 Landlord's Remedies. On and after an Event of Default, Landlord may exercise the following remedies, which remedies are cumulative and which may be exercised singularly or concurrently: (a) upon notice to Subtenant, the right to accelerate the due dates of Rent so that Rent is immediately due and payable in its entirety; (b) upon notice to Subtenant, the right to terminate this Agreement and/or the Special Event Agreement; (c) upon notice to Subtenant, the right to retake possession, control, and charge of the Subleased Premises; (d) the right to institute an action to evict Subtenant from the Subleased Premises; (e) the right to institute an action to obtain a temporary restraining order; (f) any remedy available to Landlord under the Master Lease, regardless of whether the Event of Default by Subtenant constitutes or results in a default by Tenant under the Master Lease; and (g) any other remedy available to Landlord at law or in equity.

6. Insurance; Indemnification.

6.1 Insurance. Subtenant will procure, and thereafter continue to carry, comprehensive general liability and property damage insurance (occurrence version) with a responsible company with limits of not less than $4,000,000.00 for injury to one person, $4,000,000.00 for any one accident or occurrence, and $4,000,000.00 for property damage. Each insurance policy required under this Agreement will be in form and content satisfactory to Landlord, will list Landlord and Landlord's Representatives as additional insureds, and will contain a severability of interest clause. Any insurance policy Subtenant is required to obtain under this Agreement may not be cancelled without prior written notice to Landlord. Subtenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Subtenant will furnish Landlord with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Subtenant is required to obtain

under this Agreement upon execution of this Agreement. "Representative(s)" means each present and future director, officer, employee, agent, contractor, and/or representative of the identified party.

6.2 Indemnification. Subtenant releases, forever discharges, and will defend, indemnify, and hold Landlord and each Landlord Representative and Tenant and each Tenant Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) the Event; (b) any injury, illness, or death to person; (c) any loss, theft, vandalism, damage, and/or destruction to any real or personal property (whether or not such real or personal property is owned by Subtenant), including, without limitation, the Airport; and/or (d) Subtenant's breach and/or failure to perform any Subtenant representation, warranty, covenant, and/or obligation contained in this Agreement.

7. Termination.

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon the expiration of the term of this Agreement under Section 1; (b) upon the written agreement of Landlord and Subtenant. Notwithstanding anything contained in this Agreement to the contrary, Landlord (in its sole discretion) may declare Subtenant in default under this Agreement and, thereafter, terminate this Agreement immediately upon notice to Subtenant if upon the happening of any of the following events: (v) Subtenant breaches and/or otherwise fails to perform any Subtenant representation, warranty, covenant, and/or obligation contained in this Agreement; (w) Subtenant breaches and/or otherwise fails to perform any representation, warranty, covenant, and/or obligation contained in the Special Event Agreement(described below); (x) Subtenant engages in any form of dishonesty or conduct involving moral turpitude related to Subtenant independent contractor relationship with Landlord or that otherwise reflects adversely on the reputation or operations of Landlord; (y) Subtenant fails to comply with any applicable federal, state, or local law, regulation, or ordinance; and/or (z) upon notice by Landlord to Subtenant (i) if the Master Lease is terminated, (ii) if all or any material portion of the Subleased Premises is damaged or destroyed, and/or (iii) if all or any material portion of the Subleased Premises is condemned .

7.2 Landlord Termination. Notwithstanding anything in this Agreement to the contrary, Landlord reserves the right, with 60 days' prior written notice to Tenant and Subtenant, to cancel this Agreement. If Landlord cancels this Agreement pursuant to this Section 7.2, Landlord has no additional obligation, financial or otherwise, to Subtenant. If so cancelled, Subtenant will comply with the obligation under Section 4.6 to surrender the Subleased Premises in the same condition as it existed on the Effective Date.

8. Special Event Agreement. In connection with this Agreement, Landlord and Subtenant will enter into an agreement for Subtenant's use of Landlord property to host the Event (the "Special Event Agreement"). The Special Event Agreement will include, without limitation, provisions concerning permission, Event operations, and Subtenant representations and warranties.

9. Miscellaneous Provisions.

9.1 No Assignment; Time; Expenses. Subtenant will not transfer any of Subtenant's rights and/or interests in and to the Premises and/or this Agreement to any person without the prior

written consent of Landlord, which Landlord may withhold in Landlord's sole discretion. Time is of the essence with respect to all dates and time periods in this Agreement. Except as otherwise provided in this Agreement, each party will bear the party's own fees, costs, and expenses incurred in connection with the sublease of the Premises, including, without limitation, the preparation, negotiation, signing, and performance of this Agreement and the other agreements and documents relating to the sublease of the Premises.

9.2 Binding Effect; Amendment; Waiver. Subject to the limitations concerning the transfer of this Agreement under Section 9.1, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought. Subtenant waives demand, presentment for payment, notice of dishonor or nonpayment, protest, notice of protest, and lack of diligence in collection, and agrees that Landlord may amend any agreement evidencing, guaranteeing, or securing any of the Obligations or extend or postpone the due dates of the Subtenant's obligations under this Agreement without affecting Subtenant's liability. No waiver will be binding on Landlord or Subtenant unless it is in writing and signed by Landlord or Subtenant, as applicable. Landlord's waiver of a breach of a provision of this Agreement or any agreement evidencing, guaranteeing, and/or securing any of the Obligations will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Landlord's failure to exercise any remedy under this Agreement or any agreement evidencing, guaranteeing, or securing any of the Obligations will not be considered a waiver by landlord of Landlord's right to exercise the remedy. "Obligations" means all of Subtenant's obligations arising out of or under this Agreement.

9.3 Addresses for Payments and Notices; Attachments. All notices and/or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or at any other address that a party may designate by prior notice to the other party, and will be considered delivered upon actual receipt if delivered personally or by fax or an overnight delivery service, or at the end of the third (3rd) business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

9.4 Severability; Further Assurances; Termination. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

9.5 Remedies; Governing Law; Venue. 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. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

9.6 Attorney Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.7 Entire Agreement; Signatures. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be signed in counterparts. A fax transmission or electronic transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted or electronic transmitted signature page by delivering an original signature page to the requesting party.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective as of the Effective Date.

SUBTENANT:
Jefferson County Tourism Group, Incorporated
an Oregon corporation

_____
By: JR Brooks
Its: President

TENANT:
Deschutes Basin Farms LLC,
an Oregon limited liability company

_____
By: Greg Williams
Its: President

LANDLORD:
City of Madras
an Oregon municipal corporation

_____
By:
Its:

Exhibit A
Depiction of Subleased Premises

(to be inserted)

Exhibit B
Master Lease

(attached)

Exhibit C
Fence Locations

(attached)

SPECIAL EVENT AGREEMENT - OREGON SOLAR FEST 2017

This Special Event Agreement – Oregon Solar Fest 2017 (this "Agreement") is made and entered into effective on _____, 2016 (the "Effective Date") by and between the City of Madras ("City"), whose address is 125 SW E Street, Madras, Oregon 97741, and Jefferson County Tourism Group, Incorporated, an Oregon corporation ("Event Organizer"), whose address is 43 NW Cherry Lane #105, Madras, Oregon 97741.

RECITAL:

City grants Event Organizer permission to hold the Oregon Solar Fest (the "Event") at the Event Location (as defined below) subject to and in accordance with this Agreement.

AGREEMENT:

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

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

2. Permission.

   2.1. Subject to the terms and conditions contained in this Agreement, City grants Event Organizer revocable permission to use certain Airport property, described on the attached Exhibit A and depicted on the map attached as Exhibit B (collectively, the "Event Locations"), for the purposes of hosting the Event, accommodating limited RV/tent camping, and vehicle parking. The Event is more particularly described on the attached Exhibit C. Nothing contained in this Agreement will be construed as to grant Event Organizer permission to use the Event Locations (a) for any other purpose than hosting the Festival, and (b) at any other time or date than those listed herein.

   2.2. Event Organizer agrees that City may, with prior written notice and for any purpose, reduce the acreage included under this Agreement, including any acreage subleased to Event Organizer under the Sublease. In the event City reduces any acreage, City and Event Organizer will negotiate in good faith concerning any consideration City may pay for a reduction in acreage.

3. Event Period; Uses.

   3.1. Commencing on Wednesday, August 16, 2017 at 12:01 a.m. and ending on Tuesday, August 22, 2017 at 11:59 p.m. (the "Event Period"), City grants Event Organizer permission to use the Event Locations for the purposes of the Event and any related preparation and/or clean-up. Prior to and after the Event Period, Event Organizer will not enter onto the Event Locations without City's prior written consent.

   3.2. During the Event Period, Event Organizer may use the following portions of the Event Locations, as designated on the attached Exhibit B, for the following

limited purposes: (a) Area 1 may be used for the purposes of hosting the Event and dry camping; (b) the Sublease Area may be used for the purposes of hosting the Event and dry camping; (c) Area 2 may be used for parking; and (d) Area 3 may be used for dry camping and parking.

4. Property Inspections. City and City's Representatives and agents may enter the Event Locations at any time with or without prior notice for any of the following purposes: (a) making necessary or agreed upon maintenance, repairs, decorations, alterations, and/or improvements to the Event Locations or to supply necessary or agreed upon services; (b) to verify that Event Organizer has and is complying with the terms of this Agreement; and/or (c) in case of an emergency (as reasonably determined by City).

5. Public Safety.

5.1. Event Organizer will employ private security and on-site Emergency Medical Services ("EMS") staff to reasonably ensure that Event participants, volunteers, merchants, contractors, guests, attendees, and invitees behave in a lawful and civilized manner. Security and EMS personnel will be properly trained, state certified, licensed, bonded, insured, uniformed, and unarmed.

5.2. Event Organizer will plan, host, and facilitate meeting(s) between Event Organizer's private security and EMS providers and local law enforcement, fire personnel, and EMS personnel, including, without limitation, the Madras Police Department and the Madras Fire Department, in order to ensure (a) communication and protocols are in alignment and provide the best experience for visitors and citizens.

5.3. On or before February 17, 2017 (180 days prior to the Event), Event Organizer will provide to City, for City's approval, the Security Plan. On April 18, 2017 (120 days prior to the Event) and on May 18, 2017 (90 days prior to the Event), Event Organizer will provide to City the Security Plan indicating any changes to the Security Plan resulting from a change in the anticipated attendance to the Event. City reserves the right to provide security during the Event if Event Organizer fails to provide adequate security in accordance with the Security Plan.

6. Alcohol.

6.1. Any alcoholic beverages provided or served during the Event must be served in accordance with any and all applicable federal, state, and local laws, regulations, codes, ordinances, and directives and only by vendors properly licensed by OLCC. Only persons 21 years of age or older may purchase and/or taste alcoholic products.

6.2. Event Organizer and alcohol vendors will check identification to ensure persons under the age of 21 do not purchase and/or consume any alcohol at the Event. Event Organizer will ensure that all vendors serving alcohol (a) are properly licensed by the OLCC, and (b) obtain and maintain the insurance required under Section 12.1, including, without limitation, naming City and City's Representatives as additional insureds.

6.3. Except as specifically outlined herein, Event Organizer will not permit any person to bring and/or serve alcoholic beverages on or at the Festival.

6.4. Event Organizer will not permit any person to bring any narcotic or dangerous drug, nor permit any narcotic or dangerous drugs to be used and/or consumed on and/or in any Event Location.

7. Traffic Planning.

7.1. Event Organizer will ensure that the Event will not unreasonably interrupt the safe and orderly movement of traffic surrounding the Event and Event Locations and agrees to work closely with representatives from local and State organizations on the traffic management plans required herein.

7.2. Event Organizer will prepare traffic control plans addressing all on-site and off-site traffic (the "Traffic Plans"). The Traffic Plans will (a) show vehicle traffic flow, including any detours or lane closures, (b) be stamped by a registered professional engineer, and (c) address each item on the attached Exhibit D. In addition, each Traffic Plan will comply with all Laws including, without limitation, any and all applicable federal, state, and local laws, regulations, codes, ordinances, and directives (including the Manual on Uniform Traffic Control Devises ("MUTCD") and/or the ODOT Temporary Traffic Control Handbook).

7.3. On or before February 16, 2017, Event Organizer will submit to City (a) all Traffic Plans requiring approval by County and ODOT, and (b) an on-site traffic control plan, to be approved by City. Each Traffic Plan required under this Section 7 will be subject to review and approval by City, County, and/or ODOT and will be subject to update and further approval by City, County, and ODOT to accurately accommodate the projected volume of Event attendees.

8. Parking.

8.1. Event Organizer agrees to make parking at the Event Locations available to visitors not attending the Festival.

8.2. Event Organizer agrees to provide adequate staffing at parking lot locations to ensure vehicles will be parked in compliance with any and all applicable federal, state, and local laws, regulations, codes, ordinances, and directives.

8.3. Event Organizer agrees to ensure parked vehicles will not block streets, roads, highways, thoroughfares, hydrants, right-of-ways, and any point of entry and/or exit including those reserved for emergency access.

8.4. Included in the Traffic Plan to be approved by City, Event Organizer will provide a plan for promptly towing vehicles from places that hinder traffic flow or emergency service vehicle pathways.

9. Notice to Affected Properties. Event Organizer will make reasonable efforts to ensure the operation of the Event will not interfere the use of neighboring properties. Event Organizer will provide 60-days advance written notice advising of noise, traffic, increase in temporary population, to each of the following: (a) all properties adjacent to Event Locations; and (b) affected federal, state, local agencies (e.g., Airport, ODOT, railway, Bureau of Indian Affairs, etc.) and private sector businesses including, without limitation, grocery stores, gas stations, convenience stores, and restaurants.

10. General Event Requirements.

10.1. In addition to any other Event Organizer obligation provided in this Agreement, Event Organizer will comply with the following: (a) all Porta-Potties and/or temporary sanitary facilities will be provided and maintained in accordance with Oregon Administrative Rule (OAR) 333-039-0025; (b) Event Organizer will ensure an adequate water supply consistent with the requirements under OAR 333-039-0015; (c) refuse and solid waste will be stored and disposed of in accordance with OAR 333-039-0030; and (d) food and concession services will comply with OAR 333-039-0035. On or before, May 18, 2017 (90 days prior to the Event), Event Organizer will submit to City and plan detailing its proposal to comply with the requirements under this Section 10.

10.2. Event Organizer will keep and maintain the Event Locations in a clean condition and will clean and remove from the Event Locations any and all waste, materials, and debris caused directly or indirectly by the Event and/or Event participants and attendees.

10.3. Event Organizer will vacate the Event Locations (and surrounding areas) in a good and clean condition and in the same condition existing as of the Effective Date. If Event Organizer fails to keep and maintain the Event Locations in a clean condition consistent with Section 10.2, City may perform (or contract with another to perform) such clean-up as City deems necessary or appropriate, at the expense of Event Organizer. Any costs or expenses incurred by City to perform Event Organizer's maintenance and clean-up obligations will be payable by Event Organizer upon City's demand.

11. Insurance.

11.1. Liability Insurance. Event Organizer will obtain and maintain liability insurance with limits of not less than $4,000,000.00 for injury to one person, $4,000,000.00 for any one accident or occurrence, and $4,000,000.00 for property damage. The liability insurance will name City and City's Representatives as additional insureds and will apply to, and provide coverage for, any and all claims for bodily injury and property damage arising from, whether directly or indirectly, the Event and will be primary coverage. Any insurance policy Event Organizer is required to obtain under this Agreement may not be cancelled without prior written notice to City. The insurance policy will be in form and content satisfactory to City and will be provided to City for inspection on or before _____, 20__.

11.2. Performance Bond; Security Deposit; Guarantee. On or before ___ 2017, Event Organizer will provide to City, in form and substance satisfactory to City, evidence of either a performance bond, security deposit, or guaranty, consistent with the following:

i. Performance Bond. On or before _____, 2017, Event Organizer will obtain and deliver to City, at is sole cost and expense, a performance bond in a form acceptable to City, executed by a corporate surety holding a certificate of authority to transact surety business in this state, and otherwise acceptable to City. The bond will be in a sum equal to _____.

Alternatively, Event Organizer may file a certified or cashier's check made payable to City in lieu of all or a portion of the performance bond.

ii. Security Deposit. To secure Event Organizer's performance of Event Organizer's obligations under this Agreement, Event Organizer will deposit with City the sum of $_____ (the "Security Deposit"). City will have the right to offset against the Security Deposit any sums owing from Event Organizer to City, any damages caused by Event Organizer and/or Event Organizer's Representatives, the cost of curing any default by Event Organizer under this Agreement, and/or the cost of performing any repair, clean-up and/or other Event Organizer obligation under this Agreement. Offset against the Security Deposit will not be City's exclusive remedy but may be invoked by City, at City's option, in addition to any other remedy provided by law and/or this Agreement for Event Organizer's breach and/or failure to perform. Provided Event Organizer is not in default under this Agreement and Event Organizer has performed Event Organizer's obligations under this Agreement, City will return the Security Deposit (or any balance thereof), without interest, to Event Organizer within 60 days after the conclusion of the Event.

iii. Guaranty. Event Organizer's obligations under this Agreement, the License Agreement and the Sublease Agreement will be guaranteed by _____ pursuant to the Personal Guaranty dated as of the Effective Date and by _____ pursuant to the Personal Guaranty dated as of the Effective Date (individually and collectively, the "Guaranty(ies)").

12. Meeting Attendance. Event Organizer agrees to attend and participate in meetings, as designated by City, with City, its representatives, and/or a City committee concerning the Event.

13. Representations, Warranties, and Covenants.

13.1. Authority and Obligations. Event Organizer has full power and authority to sign and deliver this Agreement and to perform each and every Event Organizer obligation under this Agreement. This Agreement is the legal, valid, and binding obligation of Event Organizer, enforceable against Event Organizer in accordance with its terms.

13.2. Laws, Regulations, and Permits. Event Organizer will conduct and operate the Event in compliance with any and all laws including, without limitation, any and all applicable federal, state, and local laws, regulations, codes, ordinances, and directives (including those of the State Fire Marshal, Dept. of Public Health, etc.). Event Organizer will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to hold the Event.

13.3. Indemnification. Event Organizer will defend and indemnify City and City's Representatives, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) the Event; (b) any injury or damage to person or property (whether or not such property is City property or under the control of City); and/or (c) Event

Organizer's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Agreement, the Sublease Agreement, and/or the License Agreement. Event Organizer's indemnification obligations provided in this Section 13.3 will survive the earlier termination or expiration of this Agreement.

13.4. Investigation. Event Organizer's use of the Event Locations is on the basis of its own examination and personal knowledge of the Event Locations. City makes no representations or warranties, whether express or implied, with respect to the Event Locations. City has made no promise or agreement to repair, alter, construct, and/or improve the Event Locations, or any part thereof. City may mow the Event Locations to the condition necessary for The Airshow of the Cascades. Notwithstanding the foregoing, Event Organizer accepts the Event Locations in their AS IS condition as of the Effective Date.

14. Sublease Agreement; License Agreement.

14.1. Sublease Agreement. In connection with this Agreement, City and Event Organizer will negotiate with Greg Williams of Deschutes Basin Farms LLC (collectively "Williams") to enter into a short-term sublease agreement (the "Sublease Agreement") for the use of the portion of the Event Locations encompassed in that certain Airport Ground Lease for Agricultural Non-Aeronautical Use dated April 13, 2010 (the "Ground Lease"). The Sublease Agreement will include, without limitation, provisions concerning compensation to City and Williams.

14.2. License Agreement. In connection with this Agreement, City and Event Organizer will enter into a license agreement (the "License Agreement") for Event Organizer's use of City's property. The License Agreement will include, without limitation, provisions concerning compensation to City.

15. Term; Termination; Remedies.

15.1. Term; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter until August 22, 2017 at 11:59 p.m. Notwithstanding anything contained in this Agreement to the contrary, City (in its sole discretion) may declare Event Organizer in default under this Agreement and, thereafter, terminate this Agreement and the permission granted by City hereunder immediately upon notice to Event Organizer upon the happening of any of the following events: (a) Event Organizer breaches and/or otherwise fails to perform any Event Organizer representation, warranty, covenant, and/or obligation contained in this Agreement; (b) Event Organizer breaches and/or otherwise fails to perform any representation, warranty, covenant, and/or obligation contained in the Sublease Agreement and/or License Agreement; (c) Event Organizer engages in any form of dishonesty or conduct involving moral turpitude related to Event Organizer's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; and/or (d) Event Organizer fails to comply with any applicable federal, state, or local law, regulation, or ordinance.

15.2. Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Event Organizer for any continuing contractual commitments to others or of penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Event Organizer. Termination of this Agreement will not relieve any party of any obligations arising on or before the termination.

15.3. Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

15. Relationship. Event Organizer is an independent contractor of City. Event Organizer is not an employee of City. Event Organizer will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. Event Organizer will be responsible for obtaining any and all licenses, approvals, and certificates necessary or appropriate to host the Event. This Agreement does not create an agency relationship between City and Event Organizer and does not establish a joint venture or partnership between City and Event Organizer. Event Organizer does not have the authority to bind City or represent to any person that Event Organizer is an agent of City.

16. Miscellaneous. Event Organizer will pay for any and all costs and expenses directly or indirectly related to the Event and the performance of Event Organizer's obligations under this Agreement. Event Organizer has the burden of preserving order of the Event and persons attending or participating in the Event. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. If arbitration or other legal action is instituted to enforce or interpret any of the terms or conditions of this Agreement, the losing party will pay to the prevailing party, in addition to the costs and disbursements, the prevailing party's reasonable attorney fees in the arbitration or legal action, and any appeal therefrom, together with additional fees to cover the anticipated costs of collection. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. City and/or its designee or authorized representatives will have the right to go on the Event Location for the purpose of inspection and enforcement.

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

CITY:	**EVENT ORGANIZER:**
City of Madras	Jefferson County Tourism Group
an Oregon municipal corporation	an Oregon corporation
_____	_____
Gus Burril, City Administrator	JR Brooks, President

Dated:_____

Appendix A
Definition

"Agreement" has the meaning assigned to such term in the preamble.

"Airport" means the Madras Municipal Airport located at _____.

"City" has the meaning assigned to such term in the preamble.

"City Representative(s)" means each present and future director, officer, employee, agent, contractor, and/or representative of the City.

"County" means Jefferson County, Oregon.

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

"Event" has the meaning assigned to such term in Exhibit A.

"Event Location" has the meaning assigned to such term in Exhibit A.

"Event Organizer" has the meaning assigned to such term in the preamble.

"Event Organizer's Representative(s)" means Event Organizer's contractors, agents, representatives, and invitees, and any Event participants and/or attendees.

"FAA" means the Federal Aviation Administration.

"Law(s)" means any and all laws, statutes, ordinances, codes, regulations, orders, rules, regulations, covenants, conditions, easements, and restrictions directly or indirectly affecting or concerning the Event, Event Locations, and/or the Event Location's use, renting, occupation, maintenance, ownership, and/or control, including, without limitation, those of the State Fire Marshal, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), any rules or regulations promulgated by the FAA or any other federal airport authority, and any Airport rules and regulations, and any laws and regulations concerning the serving, possession, and/or consumption of alcohol, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"ODOT" means the Oregon Department of Transportation

"OLCC" means the Oregon Liquor Control Commission.

"Security Plan" means a written security plan that will address, among other things, the following: (a) access to the Event; (b) alcohol; (c) ambulances, paramedics, EMS, and other medical services and personnel; (d) a contingency plan providing for emergency occurrences and evacuation; (e) the number of security and EMS personnel at each Event Location; (f) Event Organizer's point-of-contact information; (g) peak staffing hours; (h) OLCC monitors; and (i) any and all permits, licenses, or other security service requirements that the City reasonably requests.

EXHIBIT A
Description of Event Locations

(attached)

EXHIBIT B
Depiction of Event Locations

(attached)

EXHIBIT C
Description of Event

Description of Event
The Oregon Solar Fest will be a festival that coincides with the total solar eclipse on August 21, 2017. The Event will include music, food, beverages, concessions, and other related activities.

Event Location
The Event will be held at those locations described on Exhibit A and depicted on Exhibit B.

Event Date(s)
The Event will commence Wednesday August 16, 2017 at 12:01 a.m. and end August 22, 2017 at 11:59 p.m.

EXHIBIT D
Traffic Plan Requirements

Traffic Plans will including, without limitation, the following:

1. Base map showing the existing transportation facilities.

2. Event Locations clearly indicated.

3. Points of lane or street closures and detour routes (required for any street closures). If a detour is proposed, provide a detour route in addition to the closure.

4. Signs and other measures to protect the direct pedestrians, bicyclists, and other non-motorized traffic through and around the Event Locations.

5. Location of any proposed flaggers, if crossing arterial or collector, provide certified flaggers.

6. Locations and types of other traffic control devise such as barricades and barrels.

7. Proposed parking prohibitions (to be implemented by City, if outside of the closed Event Locations).

8. Existing devices (i.e. traffic signals) to be modified during the event. Traffic control devices that conflict with, or unnecessary limit, traffic movements within the Event Locations due to temporary changes in traffic flow will be covered, adjusted, or deactivated.

9. City's public works director will determine what temporary operational modifications need to be made to existing traffic signals.

10. If the Event is encroaching or crossing property that is owned by an entity other than City, obtain written permission from property owner.

MADRAS MUNICIPAL AIRPORT – OREGON SOLAR FEST 2017 LICENSE AGREEMENT

This Madras Municipal Airport – Oregon Solar Fest 2017 License Agreement (this "Agreement") is made and entered into effective on _____, 2016 (the "Effective Date") between Jefferson County Tourism Group, Incorporated, an Oregon corporation ("Corporation"), whose address is 43 NW Cherry Lane #105, Madras, Oregon 97741, and City of Madras, an Oregon municipal corporation ("City"), whose address is 125 SW E Street, Madras, Oregon 97741.

RECITAL:

Corporation desires to organize and operate the Event at, on, and above the Property. In connection with the Event, Corporation desires to use the Property for the purpose accommodating limited RV/tent camping and vehicle parking. City and Corporation desire to enter into this Agreement in order to identify the terms and conditions under which Corporation will be permitted to use the Property for the Event.

AGREEMENT:

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

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

2. License.

2.1 Non-Exclusive Revocable License. Subject to the terms and conditions contained in this Agreement, for the period commencing on August 16, 2017 at 12:01 a.m. and ending on August 22, 2017 at 11:59 p.m., City provides Corporation a non-exclusive revocable license to use the Property for the Event. Nothing contained in this Agreement will be construed as to grant Corporation permission to use the Property (a) for any other purpose than those permitted under this Agreement, and (b) at any other time or date than those granted herein.

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

2.3 License Fee. On _____, 2017, Corporation will pay City the following (collectively, the "License Fee"): _____In addition to the property license fee, Corporation will pay all insurance costs, utility charges (e.g., electricity, telephone, water, etc.), and any other sums related to or concerning Corporation's use of the Property and/or operation of the Event.

3. Property Usage (General).

3.1 Limited Use. Subject to the terms and conditions contained in this Agreement, Corporation licenses and will use the Property for the Event and no other purposes. Notwithstanding anything contained in this Agreement to the contrary, Corporation's use of the Property will be made subject to and in accordance with the Laws. Corporation's use of the Property and/or Airport is non-exclusive. Corporation will correct, at Corporation's expense, any failure of compliance created through Corporation's fault or by reason of Corporation's use of the Property. Corporation's use of the Property will be secondary to and subordinate to the Airport's operation. Corporation agrees that City may, with prior written notice and for any purpose, reduce the acreage of the Property included under this Agreement. In the event Landlord reduces any acreage, Landlord and Subtenant will negotiate in good faith concerning any consideration Landlord may pay for a reduction in acreage.

3.2 Maintenance; Repairs. During the term of this Agreement, Corporation will maintain, at Corporation's cost and expense, the Property (and all improvements located thereon) in good condition and repair. Corporation will perform and complete any maintenance and/or repairs caused by the use of the Property and/or holding of the Event. Corporation will not construct, improve, demolish, remove, replace, alter, reconstruct, and/or remodel all or any part of the Property.

3.3 Condition of Property; Hazardous Substances. Corporation will maintain, at Corporation's cost and expense, the Property in good repair and condition, reasonable wear and tear excepted, and will not commit or permit any waste of the Property. Corporation will not remove, demolish, and/or materially alter any improvement on the Property without the prior written consent of City, which consent City may withhold in its sole discretion. Corporation will comply with all applicable federal, state, and local laws, regulations, ordinances, and codes relating to the possession and/or use of the Property. Corporation will correct, at Corporation's own expense, any failure of compliance created through Corporation's fault or by reason of Corporation's use of the Property. Corporation will not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released on or under the Property and/or Airport. Corporation will comply with all Environmental Laws. Upon the termination of this Agreement, Corporation will remove all Hazardous Substances from the Property, and/or Airport placed and/or caused to be placed on the Airport and/or Property by Corporation and/or Corporation's Representatives.

3.5 Surrender of Property. On or before the date on which this Agreement terminates, Corporation will remove Corporation's personal property and fixtures from the Property in a manner that does not damage the Property. Corporation will remove from the Property any and all waste, materials, and debris caused directly or indirectly by the Event and/or Event participants and attendees. Corporation will vacate the Property (and surrounding areas) in a good and clean condition and in the same condition existing as of the Effective Date. If Corporation fails to keep and maintain the Corporation consistent with this Section, City may perform (or contract with another to perform) such clean-up as City deems necessary or appropriate, at the expense of Corporation. Any costs or expenses incurred by City to perform Corporation's maintenance and clean-up obligations under this section will be payable by Corporation upon City's demand.

4. Event.

4.1 Event Operation (General). Corporation will use the Property to host the Event and for no other purpose without prior written consent from City. Corporation's operation of the Event

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

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

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

4.4 Safety Fences. Corporation will erect, repair, and maintain fences and/or similar protective barriers to prevent Event attendees and traffic from entering certain Airport property (the "Safety Fences"), at Corporation's cost and expense. The Safety Fences will be located at those areas depicted on the attached Exhibit B. Upon the earlier expiration or termination of this Agreement, Corporation will remove, at its cost and expense, all Safety Fences from the Property.

4.5 Special Event Agreement. In connection with this Agreement, City and Corporation will enter into an agreement concerning Corporation's use of the Property to host the Event (the "Special Event Agreement"). The Special Event Agreement will include, without limitation, provisions concerning permission, Event operations, security, traffic, alcohol, and Corporation representations and warranties.

5. Insurance; Indemnification.

5.1 Insurance Requirements. Corporation will procure, and thereafter continue to carry, comprehensive general liability and property damage insurance (occurrence version) with a responsible company with limits of not less than $4,000,000.00 for injury to one person, $4,000,000.00 for any one accident or occurrence, and $4,000,000.00 for property damage. City and City's officers, employees, and agents will be named as additional insureds on Corporation's liability insurance policy.

Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and its officers, employees, and agents as additional insureds, and will contain a severability of interest clause. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without prior written notice to City. Corporation's insurance will be primary and any insurance carried by City will be excess and noncontributing. Corporation will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Corporation is required to obtain under this Agreement upon execution of this Agreement.

5.2 Indemnification. Corporation releases, forever discharges, and will defend, indemnify, and hold City and each City Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) the Event; (b) any injury, illness, or death to person; (c) any loss, theft, vandalism, damage, and/or destruction to any real or personal property (whether or not such real or personal property is owned by Corporation), including, without limitation, the Property and/or Airport; and/or (d) Corporation's breach and/or failure to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement and/or the Special Event Agreement.

6. Term; Remedies.

6.1 Term; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue thereafter until August 22, 2017 at 11:59 p.m. Notwithstanding anything contained in this Agreement to the contrary, City may declare Corporation in default under this Agreement and, thereafter, terminate this Agreement immediately upon notice to Corporation upon the happening of any of the following events: (a) Corporation breaches and/or otherwise fails to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement; (b) Corporation breaches and/or otherwise fails to perform any representation, warranty, covenant, and/or obligation contained in the Special Event Agreement; (c) Corporation engages in any form of dishonesty or conduct involving moral turpitude related to Corporation's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; and/or (d) Corporation fails to comply with any applicable federal, state, or local law, regulation, or ordinance . Notwithstanding anything in this Agreement to the contrary, City reserves the right, with 60 days' prior written notice to Corporation, to cancel this Agreement. If City cancels this Agreement pursuant to this Section 6.1, City has no additional obligation, financial or otherwise, to Corporation.

6.2 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7. Miscellaneous Provisions.

7.1 Authority; Binding Obligations; Conflicts. In addition to any other Corporation representation, warranty, and/or covenant contained in this Agreement, Corporation represents, warrants, and covenants to City as follows: (a) Corporation is an Oregon corporation duly organized and validly existing under the laws of the State of Oregon; (b) Corporation has full power and authority to

sign and deliver this Agreement and to perform Corporation's obligations under this Agreement; (c) this Agreement is the legal, valid, and binding obligation of Corporation, enforceable against Corporation in accordance with its terms; and (d) Corporation's execution of this Agreement, and Corporation's performance of its obligations under this Agreement, will not (i) conflict with Corporation's articles of incorporation or bylaws, (ii) breach any agreement to which Corporation is a party, or give any person the right to accelerate any obligation of Seller, (iii) violate any law, judgment, and/or order to which Corporation is subject, and/or (iv) require the consent, authorization, and/or approval of any person or governmental body.

7.2 Assignment; Survival; Attorney Fees. Subject to Section 4.1, Corporation will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Corporation's interest in the Property and/or this Agreement. All provisions contained in this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Corporation's indemnification obligations under Section 5.2. Time is of the essence with respect to each and every obligation of the parties hereunder. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.3 Binding Effect; Notices. Subject to Section 7.2, this Agreement will be binding on and will inure to the benefit of City, Corporation, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

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

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

confirm facsimile or email transmitted signatures by signing and delivering an original document.

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

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

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

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

Corporation: Jefferson County Tourism Group an Oregon corporation	City: City of Madras, an Oregon municipal corporation
_____	_____
By: _____	By: Royce Embanks, Mayor

Appendix A
Definitions

"Agreement" has the meaning assigned to such term in the preamble.

"Airport" means the Madras Municipal Airport located at _____.

"City" has the meaning assigned to such term in the preamble.

"Corporation" has the meaning assigned to such term in the preamble.

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

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

"Event" means the festival commonly known as The Oregon Solar Fest.

"FAA" means the Federal Aviation Administration.

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

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

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

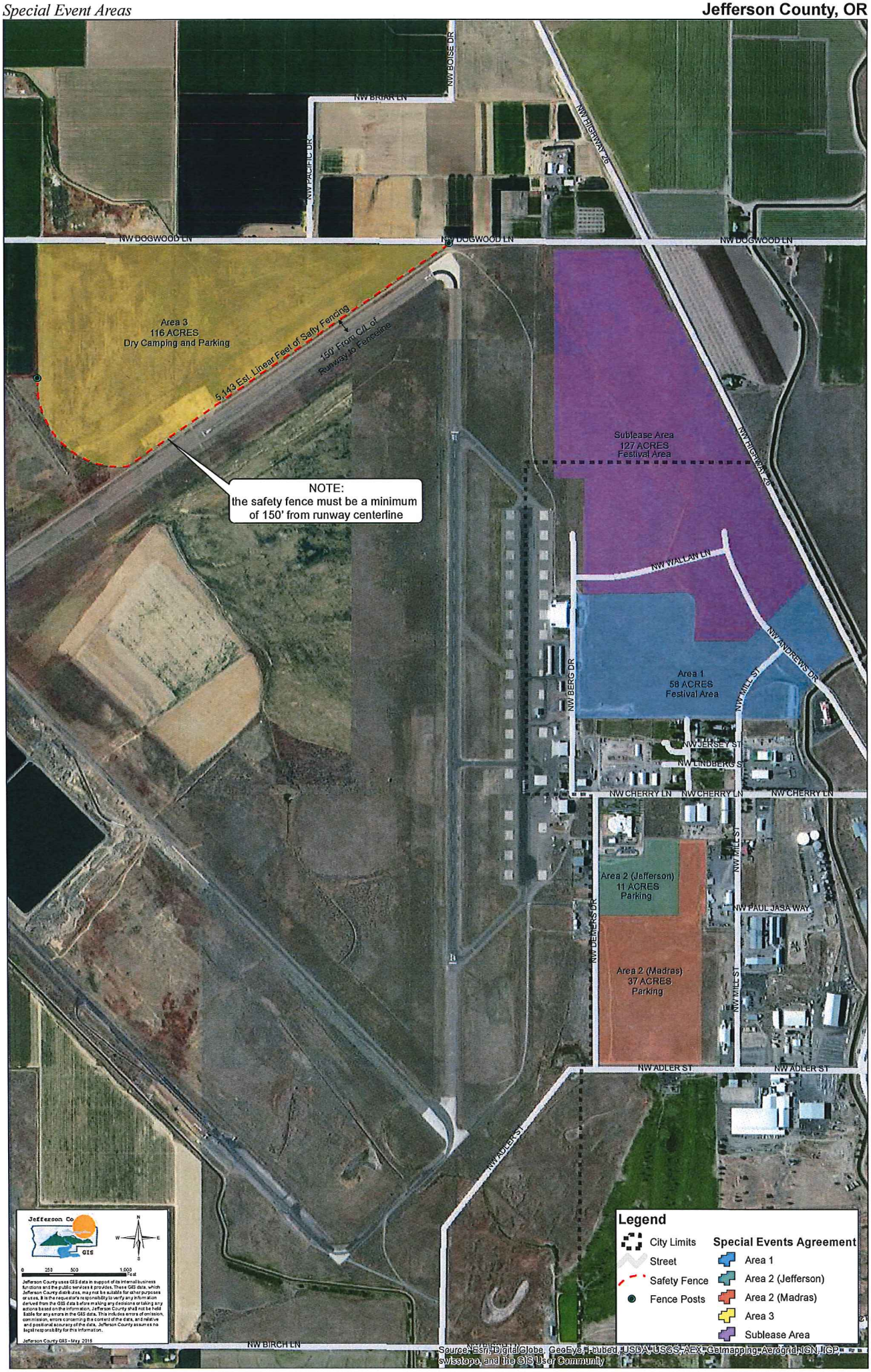
"Representative(s)" means each present and future director, officer, employee, agent, contractor, and/or representative of the identified party.

Exhibit A
Property Description

[attached]

Exhibit B
Safety Fence Locations

(attached)


NW BOISE DR
NW BRIAR LN
NW PACIFIC DR
NW HIGHWAY 26
NW DOGWOOD LN
NW DOGWOOD LN
NW DOGWOOD LN
Area 3
116 ACRES
Dry Camping and Parking
5,143 Est. Linear Feet of Safty Fencing
150' From C/L of Runway 10 Centerline
NOTE:
the safety fence must be a minimum of 150' from runway centerline
Sublease Area
127 ACRES
Festival Area
NW HIGHWAY 26
NW WALLAN LN
NW ANDREWS DR
Area 1
58 ACRES
Festival Area
NW BERG DR
NW MILL ST
NW JERSEY ST
NW LINDBERG ST
NW CHERRY LN
NW CHERRY LN
NW CHERRY LN
Area 2 (Jefferson)
11 ACRES
Parking
NW PAUL JASA WAY
NW DEMERS DR
Area 2 (Madras)
37 ACRES
Parking
NW MILL ST
NW ADLER ST
NW ADLER ST
NW ADLER ST
NW BIRCH LN
Jefferson Co
GIS
N
W
E
S
0 250 500 1,000 Feet
Jefferson County uses GIS data in support of its internal business functions and the public services it provides. These GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.
Jefferson County GIS - May, 2016
Legend
City Limits
Street
Safety Fence
Fence Posts
Special Events Agreement
Area 1
Area 2 (Jefferson)
Area 2 (Madras)
Area 3
Sublease Area
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

THE CITY OF MADRAS

EST. 1910

PUBLIC NOTICE

ORDINANCES NO. 888

The City Council of the City of Madras, Oregon, will be considering approval of proposed Ordinance No. 888 during their regularly scheduled City Council meeting on Tuesday, May 24, 2016 at 7:00 p.m. in the Madras City Hall Council Chambers.

ORDINANCE NO. 888

An ordinance regulating the placement, size, and types of signs displayed on buildings and premises within the City of Madras, superseding and replacing Ordinance No. 697 as amended by Ordinances No. 772, 783, 815, 818, and 854, and declaring an emergency.

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

Publish Date: May 18, 2016 (Madras Pioneer)

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

POSTING CHECKLIST

PUBLIC NOTICE

ORDINANCE NO. 888
PROPOSED TO GO TO COUNCIL ON MAY 24, 2016

1) Public Notices need to be e-mailed and/or mailed to the news media, Jefferson County Commissioners, and City Council members, as well as the other individuals listed on the attached list:

Copies E-Mailed: May 11, 2016

2) A copy was E-mailed to the Madras Pioneer on: May 11, 2016
(as required by the Madras Pioneer)

For Publication on: May 18, 2016

3) A copy of the Public Notice must be posted at the following locations:

- Madras City Hall
- Jefferson County Courthouse Annex
- Jefferson County Library (Only if the notice pertains to original annexation hearing)
- U.S. Post Office

Dated Posted:

Madras City Hall May 12, 2016

Jefferson County Courthouse Annex May 12, 2016

U.S. Post Office May 12, 2016

Posted by Michele Quinn

4) The Jefferson County Commissioners should receive a copy for each Commissioner of any Public Notices, especially if they pertain to City Council-County Commission meetings.

A copy was hand delivered _____ or E-mailed ✓ to the Jefferson County Commissioners on: May 11, 2016

5) Posted on City's Web Page: May 11, 2016

Karen Coleman

From: JLantz@MadrasPioneer.com
Sent: Wednesday, May 11, 2016 10:32 AM
To: Karen Coleman
Subject: RE: Public Notice - Proposed Ordinance No. 888

Good morning Karen,
I have received this notice and it will publish as requested. Thanks so much,
Joey

From: Karen Coleman [mailto:kcoleman@ci.madras.or.us]
Sent: Wednesday, May 11, 2016 9:14 AM
To: Joey Lantz <JLantz@MadrasPioneer.com>
Subject: Public Notice - Proposed Ordinance No. 888

Joey:

Please publish the attached notice pertaining to proposed Ordinance No. 888 (Sign Ordinance) in the Madras Pioneer on Wednesday, May 18, 2016 and provide written confirmation that you received the notice and will publish it as requested. Thank you.

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

(541) 325-0302

CONFIDENTIALITY NOTICE: This e-mail (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, and/or distribution of this e-mail is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the e-mail (including the attachments).

PUBLIC RECORDS LAW DISCLOSURE: Under Oregon's Public Records Law (ORS 192.410 - 192.505), e-mails are generally considered "public records". Therefore, this e-mail (including any attachments) may be subject to public inspection unless exempt from disclosure under Oregon's Public Records Law.

Thank you.

Karen Coleman

From: Karen Coleman
Sent: Wednesday, May 11, 2016 9:57 AM
To: Alexa Gassner (Alexa.Gassner@co.jefferson.or.us); Barbara Andresen; Bartt Brick (bbrick@ci.madras.or.us); Bill Montgomery (williamd41@gmail.com); Chuck Schmidt (schmidthouse1986@Q.com); Gary Walker (gwalker@ci.madras.or.us); Gus Burril ; Holly Gill (hgill@madraspioneer.com); Janet Brown; Jeff Hurd (jhurd@ci.madras.or.us); Jeff Rasmussen (Jeff.rasmussen@co.jefferson.or.us); Jeremy Green; Joe Ditzler (jditzler@bendbulletin.com); Karole Stockton; KTVZ (stories@ktvz.com); KWSO Radio (kwsonews@wstribes.org); Mae Huston (mae.huston@co.jefferson.or.us); Mike Ahern (Mike.ahern@co.jefferson.or.us); Mike Throop (mthroop55@hotmail.com); Nick Snead (nsnead@ci.madras.or.us); Pamela Andrews; Richard Ladeby (LadebyRichard@gmail.com); Richard Ladeby (rladeby@ci.madras.or.us); Rod Fulton; Royce Embanks Jr.; Sara Puddy; Sue Matters (smatters@wstribes.org); Tammy McHaney; Tom and Janet Brown; Wayne Fording (Wayne.fording@co.jefferson.or.us)
Cc: Holly Gill (hgill@madraspioneer.com); Joe Ditzler (jditzler@bendbulletin.com)
Subject: Proposed Ordinance No. 888 (Sign Ordinance)
Attachments: PublicNotice-OrdinancesNumber888-SignOrdinance.ProposedToGoToCouncilOn05-24-2016.doc

Attached is a copy of proposed Ordinance No. 888, the new Sign Ordinance. The proposed ordinance will be presented to Council for final approval on May 24, 2016. Please do not hesitate to call should you have any questions. Thank you.

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

(541) 325-0302

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Thank you.

Karen Coleman

From: Karen Coleman
Sent: Wednesday, May 11, 2016 9:56 AM
To: Bartt Brick (bbrick@ci.madras.or.us); Bill Montgomery (williamd41@gmail.com); Chuck Schmidt (cschmidt@ci.madras.or.us); Gary Walker (gw@madrasmarine.com); Richard Ladeby (LadebyRichard@gmail.com); Royce Embanks Jr.; Tom and Janet Brown
Cc: Gus Burril; Jeffrey Hurd; Nick Snead; Sara Puddy; Tanner Stanfill; 'Jeremy Green'; Michele Quinn; Rod Fulton; Keith Bedell ; Kora Hollyman (khollyman@ci.madras.or.us); Jonathan Burchell (jburchell@ci.madras.or.us); Megan Hansen; Rebecca Tombleson
Subject: Public Notice - Proposed Ordinance No. 888 (Sign Ordinance)
Attachments: PublicNotice-OrdinancesNumber888-SignOrdinance.ProposedToGoToCouncilOn05-24-2016.doc

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(541) 325-0302

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ORDINANCE NO. 888

AN ORDINANCE REGULATING THE PLACEMENT, SIZE, AND TYPES OF SIGNS DISPLAYED ON BUILDINGS AND PREMISES WITHIN THE CITY OF MADRAS, SUPERSEDING AND REPLACING ORDINANCE NO. 697 AS AMENDED BY ORDINANCES NO. 772, 783, 815, 818, AND 854, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras desires to make the City more attractive and interesting for its residents and visitors, to promote business within the City of Madras, to maximize the effectiveness of the type of advertising for businesses and facilities, and to promote the general health, safety, property, and welfare of the public;

WHEREAS, it is necessary as a community to control the type, form, construction, and location of signage within the City;

WHEREAS, the City most recently adopted Ordinance No. 697 (ratified June 11, 2002) to regulate signage within the City;

WHEREAS, the City's Planning Commission held a public hearing on January 14, 2016 to receive public comment regarding proposed amendments to Ordinance No. 697;

WHEREAS, after deliberating on the matter fully, the Planning Commission recommended the City Council approve the proposed amendments;

WHEREAS, the City Council held a public hearing on April 26, 2016 to receive public comment regarding the proposed amendments; and

WHEREAS, after deliberating on the matter fully, the City Council desires to adopt the proposed amendments.

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

ARTICLE 1: INTRODUCTORY PROVISIONS

SECTION 1.0 TITLE

This Ordinance shall be known as the City of Madras Sign Ordinance.

SECTION 1.1 PURPOSE

The purpose of this Ordinance is to provide reasonable and necessary regulations for the placement and maintenance of signs within the City in order to:

a) Protect the health, safety, property, and welfare of the public by minimizing distractions to motorists and ensuring that signs are appropriately sized and located as to not create a hazard.

b) Promote a neat, clean, orderly, and attractive appearance within the City.

c) Improve the effectiveness of signs in identifying and advertising public and private businesses, services, and facilities.

d) Discourage signs that demand, rather than invite public attention.

e) Provide for reasonable, orderly, and effective display of signage compatible with its surroundings.

f) Preserve, protect, and enhance the economic, scenic, historic, and aesthetic values and objectives of the city and its citizens.

g) Provide effective signage to meet the anticipated differing needs of various areas in the City.

SECTION 1.2 INTERPRETATION

For the purposes of this Ordinance, words used in the present tense include the future, the singular includes the plural, the word "shall" is mandatory and the word "building" includes structures other than sign structures.

This Ordinance is not intended to, and does not restrict speech on the basis of its content, viewpoint or message. No part of this Ordinance shall be construed to favor commercial speech over non-commercial speech. To the extent any provision of this Ordinance is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of the sign's message shall prevail.

References to zones or zoning shall correspond to the City's Zoning Ordinance and/or Zoning Map, as both may be amended from time to time.

SECTION 1.3 DEFINITIONS

The following definitions apply in this Ordinance.

Abandoned Sign: A sign that advertises or promotes services, activities, or a business that have not been available or have been closed for more than six (6) months or a damaged sign that has not been immediately removed pursuant to Section 6.2.

Alter: To make a change to a sign or sign structure, including but not limited to, changes in area, height, projection, illumination, shape, materials, placement and location on a site. Altering a sign does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, or exchanging the display panels of a sign. The replacement of a

sign on an existing pole sign in the Downtown Commercial (C-2) zone with a sign for the same, a similar, or a related business shall not constitute an alteration.

Awning: An awning consists of a covered shelter constructed of wood, canvas, cloth or other flexible material projecting horizontally from the building and attached to a building. Awnings that meet applicable building codes are not considered a sign by this Ordinance.

Billboard: A Billboard is a sign that is not at the location of a business or an activity open to the public or for which compensation or anything of value is given or received for the display of the sign or for the right to place the sign on another's property as more specifically defined in rules promulgated by the Oregon Department of Transportation.

Building Official: The Jefferson County Building Official or his designee.

Business: Business shall mean all of the activities carried on by one or more entities on a particular property and shall include, but not be limited to: service, commercial, and industrial uses, Public Bodies, and fraternal, benevolent, education, and social organizations.

Business Complex: Business Complex shall mean one or more tenants as occupants of one or more properties that are operated in a coordinated fashion. In a Business Complex, tenants means, but is not limited to, retail shops, executive or administrative services, including medical clinics and accessory pharmacies, professional offices, and personal service establishments that perform services or conduct trade on the premises and similar uses.

City: The City of Madras, Oregon.

City Limits: The jurisdictional boundaries of the City as they presently exist or as they may be reconfigured in the future.

Clear Vision Area: Signs along roadways, when allowable, shall not exceed three (3) feet in height unless there is a clear visibility area of at least eight (8) feet in height between the bottom of the sign and the ground. Any support standards for the sign shall not interfere with the Clear Vision Area.

Community Development Director: The City's Community Development Director or his designee.

Directory Sign: A sign that indicates the name and/or address of the occupant, the address of the premises, and/or identification of any legal business or occupation which may exist at the premises.

Flush Mounted Sign: A sign attached or painted directly onto the exterior surface of a building and does not project outward from the wall or surface of the building more than 1 inch (1").

Freestanding Sign: A freestanding sign is a sign supported by one or more uprights or braces in the ground and detached from any building or structure. Freestanding signs include, but are not limited to, monument signs and pole signs.

Frontage: Frontage shall be defined as the length of the property line of any one parcel of property along each accessible street or other public right-of-way it borders.

Lighting Standards: The City's standards for lighting in specific zones contained in the City's Zoning Ordinance.

Monument Sign: A low profile freestanding sign that has a solid base at ground level that is equal to or greater than the width of the Sign Face, and which has no separation between the base and sign. A monument sign shall not exceed eight feet in height from ground level, including the base.

Non-Conforming Sign: A sign that was lawful when it was constructed, but does not meet the current requirements of this Ordinance. For purposes of evaluating non-conformity, the applicable date shall be the date a permit is issued, or if no permit is required, then the date a completed sign was erected.

Non-Residential Property or Zone: Properties designated as anything other than R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time and also including properties in residential uses, but not within a Residential Zone.

Nuisance and Abatement Ordinance: City Ordinance No. 875 and any amendment or replacement thereof.

Off-Premises Sign: An Off-Premises Sign is a permanent sign, other than a Billboard, that contains a message unrelated to the business, profession, services, or activities conducted upon or adjacent to the premises on which the sign is located or adjacent premises.

Ordinance: This Ordinance No. 888

Owner: Any person, individual, Public Body, private entity, firm, partnership, LLC, joint venture, association, social club, fraternal organization, fraternity, sorority, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, who owns or leases a sign or, as applicable, the property on which a sign is located.

Planning Commission: The City's Planning Commission.

Pole Sign: A sign that is mounted on a freestanding pole(s) or other support so that the bottom edge of the Sign Face is clearly visible above grade.

Principal Sign: The primary permanent sign designed to identify or advertise a businesses, services, or facility located upon the property to motorists or pedestrians approaching the property. A "principal sign" is limited to a combination, freestanding, flush, or projecting sign.

Projecting Sign: A projecting sign is a sign other than a flush sign which projects beyond the building face to which it is attached.

Public Body: Any state, federal, county, or city agency, department, division, bureau, board and commission; any school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency or entity.

Public Property: Real property owned or controlled by any Public Body including public rights-of-ways.

Residential Property, or Zone: Properties designated as R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Residential Zone does not include properties in residential uses in other zones or other zones in which residential uses are permitted.

Residential Sign: A sign erected in a Residential Zone that is less than four (4) square feet in Sign Area and is not illuminated.

Residential Use: The use of property for dwelling purposes.

Roof Sign: A sign mounted on the roof of a building.

Sidewalk Signs: Temporary Signs located on public right-of-way and adjacent to commercial uses in the C-1, C-2, and C-3 districts that comply with applicable standards in this Ordinance.

Sign: An outdoor sign, display, message, emblem, device, figure, poster, Billboard, or other thing that is used, designed or intended for advertising purposes or to inform or attract the attention of the public. The term includes the sign supporting structure, display surface, and all other component parts of the sign. When dimensions of the sign are specified, the term includes all portions or sides of the sign within the specified dimension or area. Sign does not include signage as reasonably necessary or required by any Public Body pursuant to any public law or regulation.

Sign Area: The sign area includes the area within the outermost perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign area. When signs are constructed in multiple separate pieces the sign area is calculated by measuring the Sign Face of all the pieces once assembled. Structural supports bearing no sign copy shall not be included in the sign area. However, if any portion of the required structural supports become enclosed for decorative or architectural purposes, that portion will be included in the sign area.

Sign Face: The surface upon, against or through which the sign copy or message is displayed or illustrated.

Sign Height: The height of a sign is measured from the average level of the grade below the sign to the topmost point of the sign including any supporting structure.

Sign Structure: Any structure, or any portion of any structure, which is intended, designed or used to display a sign.

Temporary Sign: A sign that is temporarily attached to a building, structure, or property to advertise an event, business, or occurrence or is otherwise not intended to be permanent. Temporary Signs include, but are not limited to, sandwich-boards, banners, flags, pennants, balloons, blimps, streamers, lawns signs, and portable signs.

Uniform Building Code: All or any combination of the 2014 Oregon Structural Specialty Code, 2014 Oregon Electrical Specialty Code, 2014 Oregon Mechanical Specialty Code, 2014 Oregon Residential Specialty Code, and the 2014 Oregon Fire Code published by the International Conference of Building Officials, as the same may be amended from time to time or any successor code adopted by the Building Official.

Urban Growth Boundary: The urban growth boundary of the City as it presently exists or as it may be re-located in the future.

Zoning Ordinance: City Ordinance No. 864 and any amendment or replacement thereof.

ARTICLE 2: BASIC PROVISIONS

SECTION 2.1 SIGN ERECTION, REPAIR, ETC.

It is unlawful for any person to erect, repair, alter, relocate or maintain within the City, any sign or other graphic except as provided in this Ordinance.

SECTION 2.2 SIGN CONFORMANCE

All signs must be erected, altered, and maintained in conformance with this Ordinance, the Uniform Building Code, and all other applicable state and federal law. No sign shall stand on, protrude onto, or be anchored in right-of-ways or other public property without the written authorization of the public entity responsible for such property.

SECTION 2.3 PROHIBITED SIGNS

Except for nonconforming signs, the following signs are unlawful and are declared nuisances:

A. Abandoned Signs;

B. Video signs or other signs that display a moving image other than scrolling/flashing/changing text or numbers;

C. Electronic signs that flash, change colors, display a moving/changing (including scrolling/flashing/changing text or numbers), or would otherwise pose a distraction to motorists unless authorized to be located on public property;

D. Any sign constructed, maintained, or altered in a manner without a permit or otherwise in violation of this Ordinance;

E. Any sign constructed or maintained which, by reason of its size, location, movement, coloring or manner of illumination may be confused with or construed as a traffic control device/signage or which hides from view any traffic control device/signage;

F. Any sign constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or an exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire or other emergency;

G. Any sign located in a manner that could impede traffic on any street, alley, sidewalk, bikeway or other pedestrian or vehicular travel way;

H. Any sign equipped with moving, rotating or otherwise animated parts.

I. Any sign that is wholly or partially illuminated by a flashing or intermittent light, lights, lamps, bulbs, or tubes. Rotary beacon lights, zip lights, strobe lights, or similar devices shall not be erected or maintained, or attached to or incorporated in any sign;

J. Any sign located on private property within the Clear Vision Area;

K. Any sign attached to a tree, plant, or utility pole, except as otherwise allowed or required by applicable law;

L. Any sign within or over any public right-of-way (including banners spanning a public right-of-way), or located on private property less than two feet from any area subject to vehicular travel, except for signs, whether permanent or temporary, specifically allowed within the public right-of-way with the approval of the controlling jurisdiction.

M. Off-Premises Signs and signs not authorized within a right-of way by the controlling jurisdiction.

N. Roof signs.

O. Any other sign that is not allowed under this Ordinance, that presents a threat to public health, safety, or welfare, or is otherwise unlawful.

SECTION 2.4 SIGNS IN RESIDENTIAL ZONES

A. Residential Properties are limited to two (2) Residential Signs per property.

B. Notwithstanding Section 2.4(A), non-residential uses authorized by the Zoning Ordinance and residential structures comprised of five (5) or more independent dwelling units may erect additional signs as follows:

1. One or more wall mounted signs not exceeding one hundred (100) square feet. Signs authorized under this provision must be erected as a flush mounted wall sign as defined in this Ordinance.

2. One freestanding sign not exceeding one hundred (100) square feet in size.

3. The total area for all signage shall be limited to one hundred and fifty (150) square feet.

4. Signs shall not be back-lighted or electronic. Front light illumination is authorized where it does not project onto adjoining properties and is otherwise compliant with the City's Lighting Standards.

C. Property designated as common property on a plat or other deed restriction is deemed to be an authorized non-residential use for purposes of this Section 2.4.

D. Notwithstanding Section 2.4(B), only Residential Signs may be used to advertise Home Occupations, as that term is defined in the Zoning Ordinance.

SECTION 2.5 SIGNS IN NON-RESIDENTIAL ZONES

Signs in Non-Residential Zones shall meet the following standards:

A. The total area of all signs on the premises may not exceed three-hundred (300) square feet. Unless otherwise prohibited by this section, the maximum area shall be one-hundred fifty (150) square feet for any individual sign.

B. Freestanding signs in all non-Residential Zones are subject to the following restrictions.

FREESTANDING SIGNS				
ZONE	**TYPE ALLOWED**	**NUMBER ALLOWED**	**MAXIMUM AREA**	**MAXIMUM HEIGHT**
C-1	Pole or Monument	1 *	150 sq. ft.	20 ft.
C-2	Monument	1 *	32 sq. ft.	8 ft.
C-3	Pole or Monument	1 *	40 sq. ft.	20 ft.
NC	Pole or Monument	1 *	32 sq. ft.	20 ft.
Industrial	Pole or Monument	1 *	150 sq. ft.	35 ft.

* One freestanding sign shall be allowed per property except as allowed by Section 2.5(C) and Section 2.5(D), below.

C. For through-lots (properties that have frontage on opposite sides of the same block), two freestanding signs are permitted. The freestanding signs must be oriented towards opposite frontages.

D. A Business Complex under two acres in gross area, regardless of the number of individual properties comprising the Business Complex, shall only be permitted the amount of signage permitted for a single property. A Business Complex over two acres in gross area shall be permitted the amount of signage permitted for two properties, which may be distributed throughout the Business Complex regardless of internal property lines. These limitations apply regardless of the number of businesses, buildings, or properties that comprise the Business Complex.

E. Building Signs - Each building on a property shall be entitled to two (2) square feet of flush mounted or wall sign area per lineal foot of the building's width on the dominant façade, with a maximum of one-hundred fifty (150) square feet of signs or six percent (6%) of the linear measurement of the building's dominant façade, whichever is greater. This limitation applies regardless of the number of businesses that may occupy the building.

SECTION 2.6 PROJECTING SIGNS

Unless otherwise permitted by this Ordinance or by the Public Works Director, signs shall not encroach onto:

A. Adjoining properties;
B. A public right-of-way; or
C. Any Clear Vision Area.

SECTION 2.7 DIRECTIONAL SIGNS

Directional signs designed to be read by a person on the premises on which the sign is located and used to identify buildings/businesses/amenities or direct persons on the premises are limited to four (4) square feet in area and be no more than four feet (4') high if freestanding. If the sign is on the wall of a building, the directional sign shall be limited to four (4) square feet in area and located no more than eight (8) feet high.

SECTION 2.8 SIGN LOCATION

Except for Billboards, signs may not extend above the roofline, eave, or parapet wall of the building to which they are attached or of the tallest building on the premises (or closest building if the Property is vacant) if the sign is freestanding.

SECTION 2.9 BILLBOARDS

Billboards are allowed with certain limitations in specified Non-Residential Zones as identified in the Zoning Ordinance, but are prohibited in all Residential Zones. Billboards shall also be subject to the following regulations:

A. Limitation On The Total Number Of Billboards

The total number of Billboards located within the City Limits and Urban Growth Boundary shall be limited to eighteen (18). Signs lost or removed for any reason shall not be replaced until the total number of Billboards in the City Limits and Urban Growth Boundary is reduced to fourteen (14), which shall then become the maximum number of Billboards permitted thereafter.

B. Replacement Of Billboards

When the total number of Billboards within the City Limits and Urban Growth Boundary has been reduced in number to a total of fourteen (14), in accordance with subsection (A) above, Billboards may be replaced upon application by any person or entity possessing an appropriate State of Oregon permit, subject at all times to the maximum fourteen (14) sign number limitation.

No person or entity shall file an application for a new or replacement Billboard without proof of possession of a valid State of Oregon permit allowing placement of a Billboard within the designated City Limits and Urban Growth Boundary. New or replacement Billboards shall be permitted only as provided in subsection C below.

C. Maximum Size Limit For Replacement Billboard

The maximum size of each replacement Billboard sign, noted in Subsection B above, shall be two-hundred fifty (250) square feet per side.

D. Location of Billboards

No Billboards shall be permitted on 4th or 5th Streets between S.E. J Street and N.E. Cedar Street.

Only one Billboard is permitted per property.

No Billboard shall be located within 400 feet of another Billboard.

E. Height of Billboards

No Billboard shall exceed thirty-five feet (35') in height.

F. Features

Billboards may not feature video screens, reader boards, or other components that flash, change colors, display movement, or would otherwise pose a distraction to motorists

ARTICLE 3: TEMPORARY SIGNS

SECTION 3.1 GENERAL REQUIREMENTS

Temporary Signs shall not be restricted by content and shall not affect the amount or type of signage otherwise allowed by this Ordinance. Examples of Temporary Signs include, but are not limited to, non-permanent signs usually and customarily used to advertise real estate sales, political or ideological positions, garage sales, construction, or events. Temporary Signs may be erected and maintained in the City only in compliance with the following specific provisions:

A. No Temporary Sign shall be internally illuminated or be illuminated by an external light source primarily intended for the illumination of the Temporary Sign without a permit.

B. Temporary Signs may not be reflective, electronic, or contain any moving or flashing parts.

C. A Temporary Sign shall be attached to the site or constructed in a manner that both prevents the sign from being easily removed by unauthorized persons or blown from its location and allows for the easy removal of the sign by authorized persons.

D. Except as provided in this code, Temporary Signs shall not be attached to trees, shrubbery, utility poles or traffic control signs or devices.

E. No Temporary Sign shall be erected or maintained which, by reason of its size, location or construction constitutes a hazard to the public.

F. No Temporary Signs shall be allowed in the public right-of-way or on public property except as provided in Section 3.1(F)(a) below.

    1. The following Temporary Signs shall be permitted in the right-of-way without issuance of a permit and shall not affect the amount or type of signage otherwise allowed by this Ordinance. No Temporary Sign permitted under this subsection shall interrupt the normal flow of vehicle, pedestrian or bicycle traffic, shall provide a minimum of five feet (5') of clear passage for pedestrians on a sidewalk where a sidewalk exists, and shall not inhibit the use of parking facilities. No Temporary Sign permitted under this subsection shall extend into a Clear Vision Area. Temporary Signs allowed under this subsection include:

        a. Signs owned or erected by the Public Body that owns or manages the right-of-way or Public Property;

        b. Sidewalk Signs subject to the following limitations:

            i. Sidewalk Signs shall be displayed only during the business hours of the responsible business, and

            ii. Sidewalk Signs shall occupy no more than four (4) square feet of right-of-way and shall be no taller than four (4) feet tall.

iii. Sidewalk Signs placed elsewhere than directly adjacent to the business shall be placed only with the written consent of the property owner of the adjacent property.

iv. No more than one Sidewalk Sign shall be permitted per business on a particular property except that one additional Sidewalk Sign shall be permitted per property for each 200 feet of street frontage. Notwithstanding the foregoing, in no event may a property be associated with more than three (3) Sidewalk Signs.

G. Substantially similar Temporary Signs and those advertising the same event, which are erected sequentially, will be considered the same Temporary Sign for purposes of applicable temporal limitations.

H. Temporary Signs shall be removed within seven (7) days after the culmination of the event or purpose for which the Temporary Sign was erected regardless of any permitted time then remaining.

SECTION 3.2 TEMPORARY SIGNS IN RESIDENTIAL ZONES

Temporary Signs in Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding six (6) square feet in area or four (4) feet in height shall be permitted for a period of ninety (90) days.

2. Temporary Signs exceeding six (6) square feet in area and/or four (4) feet in height, but not exceeding twelve (12) square feet and/or six (6) feet in height shall be permitted for a period of thirty (30) days. No more than one such sign shall be permitted per property.

3. The maximum square footage of Temporary Signs on any particular Residential Property is 25 square feet.

SECTION 3.3 TEMPORARY SIGNS IN NON-RESIDENTIAL ZONES

Temporary Signs in non-Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding twenty (20) square feet in area or six (6) feet in height shall be permitted for a period of one hundred and twenty (120) days.

2. Temporary Signs exceeding twenty (20) square feet in area and/or eight (8) feet in height, but not exceeding thirty two (32) square feet and/or ten (10) feet in height shall be permitted for a period of sixty (60) days.

3. The maximum square footage of Temporary Signs on any particular Non-Residential Property is 250 square feet per acre with a minimum of 50 square feet and maximum of 500 square feet.

ARTICLE 4: EXEMPTIONS

The following signs are exempt from the permitting requirements of this Ordinance. All signs, even those exempt from permitting, must comply with sign dimensional, location, placement, maintenance, and all other applicable requirements.

A. Traffic or pedestrian control signs.

B. Signs erected or maintained by Public Bodies.

C. Flags. Flags mounted on a pole in the ground or on a building are exempt, but are subject to Zoning Ordinance height regulations and shall be located and constructed so that, if the pole should collapse, its reclining length would be contained on the property on which it is installed.

D. Signs placed in the public right-of-way by the Public Body responsible for administering the right-of-way or by a Public Body providing transit services within the right-of-way.

E. Plaques, tablets or inscriptions on buildings that do not exceed four (4) square feet in area.

F. Signs constructed to identify emergency services such as fire, police or hospital facilities.

G. Temporary Signs that comply with the provisions of Article 3.

H. Residential Signs.

I. Signs altered or erected pursuant to Section 6.1(C).

ARTICLE 5: SIGN PERMITS

SECTION 5.1 PERMIT APPLICATIONS

Unless exempt under Article 4, a permit issued by the Community Development Director is required to erect or alter any sign within the City Limits. Applications for a sign permit shall be made in writing upon forms furnished by the City and subject to applicable fees. Such applications shall include a scale drawing of the sign including dimensions, height and materials and show its relationship to the ground or to any building or structure to which the sign is proposed to be installed or affixed. When appropriate, a plot plan drawn to scale shall be submitted that indicates the location of proposed signage relative to street and property lines.

Prior to the issuance of a sign permit, the Building Official may review the construction aspects of the proposed sign and a building permit may be required. The Building Official or Community Development Director may require other pertinent information where, in their opinion, such information is necessary to determine compliance with the provisions of this Ordinance.

SECTION 5.2 ISSUANCE OF PERMIT

The Community Development Director shall approve an application and issue a sign permit unless the sign fails to meet the standards or is otherwise in violation of the provisions of this Ordinance. Sign permits mistakenly issued in violation of this Ordinance are void.

SECTION 5.3 PERMIT REVOCATION

The Community Development Director may revoke a sign permit if there was a material omission or misleading statement of fact in the application for the permit.

SECTION 5.4 PERMIT TIME RESTRICTIONS

A sign permit shall be null and void if all work necessary to erect the sign has not been completed within six (6) months of the date of issuance of the permit. The Community Development Director may authorize a single extension for up to an additional three (3) months if the applicant demonstrates significant progress or that the delay was the result of circumstances outside of the applicant's control. Otherwise, the applicant must apply for and obtain a new approval to erect the subject sign.

SECTION 5.5 TEMPORARY PERMITS

The Community Development Director may grant temporary permits for non-exempt Temporary Signs for a period of no more than thirty (30) days if the Community Development Director determines the sign will not present a risk to health, safety, or welfare and does not exceed applicable regulations for a comparable permanent sign. The Community Development Director may condition a temporary permit by any means necessary to achieve the objectives of this Ordinance. Applicants shall apply for a temporary permit on the forms prescribed by the Community Development Director.

ARTICLE 6: MAINTENANCE AND ENFORCEMENT

SECTION 6.1 EXISTING SIGN ALTERATION OR REPLACEMENT

A. Non-Conforming Signs shall not be altered or replaced unless the sign is made to conform to the provisions of this Ordinance, or otherwise allowed under Section 6.3, Sign Maintenance Requirements.

B. Premises with a Non-Conforming Sign shall not be eligible for any additional signs until the existing signs are made to conform to the requirements of this Ordinance.

C. Pole signs located in the Downtown Commercial (C-2) zone are permitted to change the business name and logo on existing pole signs so long as the use of a building does not change (i.e. retail to retail) without application for a new sign permit. A change in use of a building requires all signage to comply with all requirements of this Ordinance. A change of use shall be determined by the difference in the minimum number of required off-street parking spaces between the previous and proposed use as required in Table 4.5-1 Section 8-12.4.5 of the Zoning Ordinance. If there is a difference in the minimum number of required off-street parking spaces, it shall constitute a change of use for only the purposes Sign Maintenance Requirements of this Ordinance.

D. For signs subject to permitting requirements, changes to interchangeable panels or other alterations to the face of a sign shall also be subject to the permitting requirements in Section 5.1 above.

SECTION 6.2 DAMAGED SIGNS

Any sign that is damaged by over fifty-one percent (51%) of the replacement cost of the sign shall not be eligible for repair, but shall be immediately removed. Any replacement signs shall conform to the standards of this Ordinance and be subject to the same permitting requirements as if the sign were new.

SECTION 6.3 SIGN MAINTENANCE REQUIREMENTS

A. All signs within the City Limits shall be maintained in a secure and safe manner. Maintenance includes minor repairs necessary to maintain the sign in its original state.

B. Temporary and freestanding signs shall be kept clear of rubbish and weeds. All other signs shall be securely mounted to a structure. If any sign is found not to be securely mounted, or if it is a hazard, the Owner shall be notified and shall be instructed to secure the sign. An Owner shall secure the sign within ten (10) days of notice.

SECTION 6.4 PERMIT FEE SCHEDULE

The City Council shall establish, and from time to time revise, a permit fee schedule for all permits issued under this Ordinance. The fee schedule shall be reasonably related to the costs and expenses incurred by the City for administration of this Ordinance, and a minimum permit fee shall be established by the City Council.

SECTION 6.5 ENFORCEMENT; PENALTIES

Any violation of this Ordinance is hereby deemed a nuisance with each violation and each day that a violation persists constituting a separate offence. All violations shall be subject to the enforcement

procedures, fine amounts, and penalties set out in the Nuisance and Abatement Ordinance. Violations may be enforced by Court proceedings or by any other remedy available to the City, in law or in equity, including, but not limited, to the filing of property liens and foreclosure thereof in the appropriate courts. For any violation of this Ordinance, the Owner and/or tenant of the property where the violation occurred may be cited to appear in court to answer a complaint filed on behalf of the City.

ARTICLE 7: VARIANCE

SECTION 7.1 AUTHORIZATION TO GRANT OR DENY VARIANCES

An applicant for a sign permit or an applicant owning or leasing a sign that is not in compliance with the provisions of this Ordinance may apply for a variance.

SECTION 7.2 APPLICATION FOR A VARIANCE

Applications for a minor or major variance, as those terms are defined in the Zoning Ordinance, from the provision of this Ordinance shall be processed in accordance with the procedures and criteria for a variance set out in the Zoning Ordinance.

ARTICLE 8: APPEALS

An interested party may appeal a final decision of the Community Development Director to the Planning Commission and/or a decision of the Planning Commission to the City Council by filing an appeal in the manner prescribed for appeals in the Zoning Ordinance. If the appeal is not appropriately filed, the decision shall be final. If an appeal is filed, the appropriate hearings body shall conduct a public hearing and process the appeal in accordance with the procedures for an appeal set out in the Zoning Ordinance.

ARTICLE 9: MISCELLANEOUS

SECTION 9.1 SEVERABILITY; CORRECTIONS.

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

SECTION 9.2 RESTATEMENT

This Ordinance supersedes and replaces Ordinance No. 697 as amended by Ordinances No. 772, 783, 815, 818, and 854 and supersedes any ordinance, resolution, and/or policies, or any provision thereof, in conflict with the amendments. The provisions of other City ordinances that are not amended or modified by this Ordinance remain unchanged and in full force and effect.

SECTION 9.3 EMERGENCY CLAUSE

It is hereby determined and declared that existing conditions are such that it is necessary for the immediate preservation of the peace, health, general welfare, and safety of the City that an emergency be declared to exist; therefore this Ordinance shall be in full force and effect immediately upon and after its passage by the Council and approval by the Mayor of the City of Madras, Oregon.

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

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

_____
Royce Embanks, Mayor

ATTEST:

_____
Karen J. Coleman, City Recorder

CITY OF MADRAS
Request for Council Action

Date Submitted:	May 17, 2016
Agenda Date Requested:	May 24, 2016
To:	Madras City Council
Through:	Gus Burril, City Administrator
From:	Nicholas Snead, Community Development Director
Subject:	**Ordinance No. 888, An Ordinance regulating the placement, size, and types of signs displayed on buildings and premises within the City of Madras, superseding and replacing, Ordinance No. 697 as amended by Ordinances No. 772, 783, 815, 818, and 854, and declaring an emergency.**

TYPE OF ACTION REQUESTED: (Check One)

[ ] **Resolution**

[X] **Formal Action/Motion**

[ ] **No Action - Report Only**

[X] **Ordinance**

[ ] **Other**

OVERVIEW:

On May 10, 2016 the City Council approved the proposed text amendments to the City of Madras Sign Ordinance and directed staff to prepare the necessary adopting ordinance for Council's consideration at a future meeting. The City Attorney, City Recorder, and Community Development Director have prepared the adopting ordinance (attached) for the Council to consider approving at their May 24, 2016 meeting. Staff recommends that this ordinance be adopted by emergency, causing the regulations to be immediately in effect, to minimize any problems with property owners, businesses, and sign manufacturers.

SUMMARY:

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

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

C. **Explanation of Impact:**
City Council approval, by emergency, will immediately cause effect of Ordinance No. 888 regulating signs in the City of Madras.

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

☐ **Yes** ☑ **No**

Discussion: Amending the City's Sign Ordinance is not an objective in either the FY 2015-16 or FY 2016-17 Annual Strategic Plans.

E. **Supporting Documentation:**

Attachment A: Ordinance No. 888.

STAFF RECOMMENDATION:
That the City Council approves Ordinance No. 888 by emergency.

MOTION FOR COUNCIL ACTION:
I move that the City Council approves Ordinance No. 888 by emergency.

ORDINANCE NO. 888

AN ORDINANCE REGULATING THE PLACEMENT, SIZE, AND TYPES OF SIGNS DISPLAYED ON BUILDINGS AND PREMISES WITHIN THE CITY OF MADRAS, SUPERSEDING AND REPLACING ORDINANCE NO. 697 AS AMENDED BY ORDINANCES NO. 772, 783, 815, 818, AND 854, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Madras desires to make the City more attractive and interesting for its residents and visitors, to promote business within the City of Madras, to maximize the effectiveness of the type of advertising for businesses and facilities, and to promote the general health, safety, property, and welfare of the public;

WHEREAS, it is necessary as a community to control the type, form, construction, and location of signage within the City;

WHEREAS, the City most recently adopted Ordinance No. 697 (ratified June 11, 2002) to regulate signage within the City;

WHEREAS, the City's Planning Commission held a public hearing on January 14, 2016 to receive public comment regarding proposed amendments to Ordinance No. 697;

WHEREAS, after deliberating on the matter fully, the Planning Commission recommended the City Council approve the proposed amendments;

WHEREAS, the City Council held a public hearing on April 26, 2016 to receive public comment regarding the proposed amendments; and

WHEREAS, after deliberating on the matter fully, the City Council desires to adopt the proposed amendments.

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

ARTICLE 1: INTRODUCTORY PROVISIONS

SECTION 1.0 TITLE

This Ordinance shall be known as the City of Madras Sign Ordinance.

SECTION 1.1 PURPOSE

The purpose of this Ordinance is to provide reasonable and necessary regulations for the placement and maintenance of signs within the City in order to:

a) Protect the health, safety, property, and welfare of the public by minimizing distractions to motorists and ensuring that signs are appropriately sized and located as to not create a hazard.

b) Promote a neat, clean, orderly, and attractive appearance within the City.

c) Improve the effectiveness of signs in identifying and advertising public and private businesses, services, and facilities.

d) Discourage signs that demand, rather than invite public attention.

e) Provide for reasonable, orderly, and effective display of signage compatible with its surroundings.

f) Preserve, protect, and enhance the economic, scenic, historic, and aesthetic values and objectives of the city and its citizens.

g) Provide effective signage to meet the anticipated differing needs of various areas in the City.

SECTION 1.2 INTERPRETATION

For the purposes of this Ordinance, words used in the present tense include the future, the singular includes the plural, the word "shall" is mandatory and the word "building" includes structures other than sign structures.

This Ordinance is not intended to, and does not restrict speech on the basis of its content, viewpoint or message. No part of this Ordinance shall be construed to favor commercial speech over non-commercial speech. To the extent any provision of this Ordinance is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of the sign's message shall prevail.

References to zones or zoning shall correspond to the City's Zoning Ordinance and/or Zoning Map, as both may be amended from time to time.

SECTION 1.3 DEFINITIONS

The following definitions apply in this Ordinance.

Abandoned Sign: A sign that advertises or promotes services, activities, or a business that have not been available or have been closed for more than six (6) months or a damaged sign that has not been immediately removed pursuant to Section 6.2.

Alter: To make a change to a sign or sign structure, including but not limited to, changes in area, height, projection, illumination, shape, materials, placement and location on a site. Altering a sign does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, or exchanging the display panels of a sign. The replacement of a

sign on an existing pole sign in the Downtown Commercial (C-2) zone with a sign for the same, a similar, or a related business shall not constitute an alteration.

Awning: An awning consists of a covered shelter constructed of wood, canvas, cloth or other flexible material projecting horizontally from the building and attached to a building. Awnings that meet applicable building codes are not considered a sign by this Ordinance.

Billboard: A Billboard is a sign that is not at the location of a business or an activity open to the public or for which compensation or anything of value is given or received for the display of the sign or for the right to place the sign on another's property as more specifically defined in rules promulgated by the Oregon Department of Transportation.

Building Official: The Jefferson County Building Official or his designee.

Business: Business shall mean all of the activities carried on by one or more entities on a particular property and shall include, but not be limited to: service, commercial, and industrial uses, Public Bodies, and fraternal, benevolent, education, and social organizations.

Business Complex: Business Complex shall mean one or more tenants as occupants of one or more properties that are operated in a coordinated fashion. In a Business Complex, tenants means, but is not limited to, retail shops, executive or administrative services, including medical clinics and accessory pharmacies, professional offices, and personal service establishments that perform services or conduct trade on the premises and similar uses.

City: The City of Madras, Oregon.

City Limits: The jurisdictional boundaries of the City as they presently exist or as they may be reconfigured in the future.

Clear Vision Area: Signs along roadways, when allowable, shall not exceed three (3) feet in height unless there is a clear visibility area of at least eight (8) feet in height between the bottom of the sign and the ground. Any support standards for the sign shall not interfere with the Clear Vision Area.

Community Development Director: The City's Community Development Director or his designee.

Directory Sign: A sign that indicates the name and/or address of the occupant, the address of the premises, and/or identification of any legal business or occupation which may exist at the premises.

Flush Mounted Sign: A sign attached or painted directly onto the exterior surface of a building and does not project outward from the wall or surface of the building more than 1 inch (1").

Freestanding Sign: A freestanding sign is a sign supported by one or more uprights or braces in the ground and detached from any building or structure. Freestanding signs include, but are not limited to, monument signs and pole signs.

Frontage: Frontage shall be defined as the length of the property line of any one parcel of property along each accessible street or other public right-of-way it borders.

Lighting Standards: The City's standards for lighting in specific zones contained in the City's Zoning Ordinance.

Monument Sign: A low profile freestanding sign that has a solid base at ground level that is equal to or greater than the width of the Sign Face, and which has no separation between the base and sign. A monument sign shall not exceed eight feet in height from ground level, including the base.

Non-Conforming Sign: A sign that was lawful when it was constructed, but does not meet the current requirements of this Ordinance. For purposes of evaluating non-conformity, the applicable date shall be the date a permit is issued, or if no permit is required, then the date a completed sign was erected.

Non-Residential Property or Zone: Properties designated as anything other than R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time and also including properties in residential uses, but not within a Residential Zone.

Nuisance and Abatement Ordinance: City Ordinance No. 875 and any amendment or replacement thereof.

Off-Premises Sign: An Off-Premises Sign is a permanent sign, other than a Billboard, that contains a message unrelated to the business, profession, services, or activities conducted upon or adjacent to the premises on which the sign is located or adjacent premises.

Ordinance: This Ordinance No. 888

Owner: Any person, individual, Public Body, private entity, firm, partnership, LLC, joint venture, association, social club, fraternal organization, fraternity, sorority, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, who owns or leases a sign or, as applicable, the property on which a sign is located.

Planning Commission: The City's Planning Commission.

Pole Sign: A sign that is mounted on a freestanding pole(s) or other support so that the bottom edge of the Sign Face is clearly visible above grade.

Principal Sign: The primary permanent sign designed to identify or advertise a businesses, services, or facility located upon the property to motorists or pedestrians approaching the property. A "principal sign" is limited to a combination, freestanding, flush, or projecting sign.

Projecting Sign: A projecting sign is a sign other than a flush sign which projects beyond the building face to which it is attached.

Public Body: Any state, federal, county, or city agency, department, division, bureau, board and commission; any school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency or entity.

Public Property: Real property owned or controlled by any Public Body including public rights-of-ways.

Residential Property, or Zone: Properties designated as R-1, R-2, or R-3 on the City's Comprehensive Plan and Zoning Map as may be amended from time to time. Residential Zone does not include properties in residential uses in other zones or other zones in which residential uses are permitted.

Residential Sign: A sign erected in a Residential Zone that is less than four (4) square feet in Sign Area and is not illuminated.

Residential Use: The use of property for dwelling purposes.

Roof Sign: A sign mounted on the roof of a building.

Sidewalk Signs: Temporary Signs located on public right-of-way and adjacent to commercial uses in the C-1, C-2, and C-3 districts that comply with applicable standards in this Ordinance.

Sign: An outdoor sign, display, message, emblem, device, figure, poster, Billboard, or other thing that is used, designed or intended for advertising purposes or to inform or attract the attention of the public. The term includes the sign supporting structure, display surface, and all other component parts of the sign. When dimensions of the sign are specified, the term includes all portions or sides of the sign within the specified dimension or area. Sign does not include signage as reasonably necessary or required by any Public Body pursuant to any public law or regulation.

Sign Area: The sign area includes the area within the outermost perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign area. When signs are constructed in multiple separate pieces the sign area is calculated by measuring the Sign Face of all the pieces once assembled. Structural supports bearing no sign copy shall not be included in the sign area. However, if any portion of the required structural supports become enclosed for decorative or architectural purposes, that portion will be included in the sign area.

Sign Face: The surface upon, against or through which the sign copy or message is displayed or illustrated.

Sign Height: The height of a sign is measured from the average level of the grade below the sign to the topmost point of the sign including any supporting structure.

Sign Structure: Any structure, or any portion of any structure, which is intended, designed or used to display a sign.

Temporary Sign: A sign that is temporarily attached to a building, structure, or property to advertise an event, business, or occurrence or is otherwise not intended to be permanent. Temporary Signs include, but are not limited to, sandwich-boards, banners, flags, pennants, balloons, blimps, streamers, lawns signs, and portable signs.

Uniform Building Code: All or any combination of the 2014 Oregon Structural Specialty Code, 2014 Oregon Electrical Specialty Code, 2014 Oregon Mechanical Specialty Code, 2014 Oregon Residential Specialty Code, and the 2014 Oregon Fire Code published by the International Conference of Building Officials, as the same may be amended from time to time or any successor code adopted by the Building Official.

Urban Growth Boundary: The urban growth boundary of the City as it presently exists or as it may be re-located in the future.

Zoning Ordinance: City Ordinance No. 864 and any amendment or replacement thereof.

ARTICLE 2: BASIC PROVISIONS

SECTION 2.1 SIGN ERECTION, REPAIR, ETC.

It is unlawful for any person to erect, repair, alter, relocate or maintain within the City, any sign or other graphic except as provided in this Ordinance.

SECTION 2.2 SIGN CONFORMANCE

All signs must be erected, altered, and maintained in conformance with this Ordinance, the Uniform Building Code, and all other applicable state and federal law. No sign shall stand on, protrude onto, or be anchored in right-of-ways or other public property without the written authorization of the public entity responsible for such property.

SECTION 2.3 PROHIBITED SIGNS

Except for nonconforming signs, the following signs are unlawful and are declared nuisances:

A. Abandoned Signs;

B. Video signs or other signs that display a moving image other than scrolling/flashing/changing text or numbers;

C. Electronic signs that flash, change colors, display a moving/changing (including scrolling/flashing/changing text or numbers), or would otherwise pose a distraction to motorists unless authorized to be located on public property;

D. Any sign constructed, maintained, or altered in a manner without a permit or otherwise in violation of this Ordinance;

E. Any sign constructed or maintained which, by reason of its size, location, movement, coloring or manner of illumination may be confused with or construed as a traffic control device/signage or which hides from view any traffic control device/signage;

F. Any sign constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or an exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire or other emergency;

G. Any sign located in a manner that could impede traffic on any street, alley, sidewalk, bikeway or other pedestrian or vehicular travel way;

H. Any sign equipped with moving, rotating or otherwise animated parts.

I. Any sign that is wholly or partially illuminated by a flashing or intermittent light, lights, lamps, bulbs, or tubes. Rotary beacon lights, zip lights, strobe lights, or similar devices shall not be erected or maintained, or attached to or incorporated in any sign;

J. Any sign located on private property within the Clear Vision Area;

K. Any sign attached to a tree, plant, or utility pole, except as otherwise allowed or required by applicable law;

L. Any sign within or over any public right-of-way (including banners spanning a public right-of-way), or located on private property less than two feet from any area subject to vehicular travel, except for signs, whether permanent or temporary, specifically allowed within the public right-of-way with the approval of the controlling jurisdiction.

M. Off-Premises Signs and signs not authorized within a right-of way by the controlling jurisdiction.

N. Roof signs.

O. Any other sign that is not allowed under this Ordinance, that presents a threat to public health, safety, or welfare, or is otherwise unlawful.

SECTION 2.4 SIGNS IN RESIDENTIAL ZONES

A. Residential Properties are limited to two (2) Residential Signs per property.

B. Notwithstanding Section 2.4(A), non-residential uses authorized by the Zoning Ordinance and residential structures comprised of five (5) or more independent dwelling units may erect additional signs as follows:

1. One or more wall mounted signs not exceeding one hundred (100) square feet. Signs authorized under this provision must be erected as a flush mounted wall sign as defined in this Ordinance.

2. One freestanding sign not exceeding one hundred (100) square feet in size.

3. The total area for all signage shall be limited to one hundred and fifty (150) square feet.

4. Signs shall not be back-lighted or electronic. Front light illumination is authorized where it does not project onto adjoining properties and is otherwise compliant with the City's Lighting Standards.

C. Property designated as common property on a plat or other deed restriction is deemed to be an authorized non-residential use for purposes of this Section 2.4.

D. Notwithstanding Section 2.4(B), only Residential Signs may be used to advertise Home Occupations, as that term is defined in the Zoning Ordinance.

SECTION 2.5 SIGNS IN NON-RESIDENTIAL ZONES

Signs in Non-Residential Zones shall meet the following standards:

A. The total area of all signs on the premises may not exceed three-hundred (300) square feet. Unless otherwise prohibited by this section, the maximum area shall be one-hundred fifty (150) square feet for any individual sign.

B. Freestanding signs in all non-Residential Zones are subject to the following restrictions.

FREESTANDING SIGNS				
ZONE	**TYPE ALLOWED**	**NUMBER ALLOWED**	**MAXIMUM AREA**	**MAXIMUM HEIGHT**
C-1	Pole or Monument	1 *	150 sq. ft.	20 ft.
C-2	Monument	1 *	32 sq. ft.	8 ft.
C-3	Pole or Monument	1 *	40 sq. ft.	20 ft.
NC	Pole or Monument	1 *	32 sq. ft.	20 ft.
Industrial	Pole or Monument	1 *	150 sq. ft.	35 ft.

* One freestanding sign shall be allowed per property except as allowed by Section 2.5(C) and Section 2.5(D), below.

C. For through-lots (properties that have frontage on opposite sides of the same block), two freestanding signs are permitted. The freestanding signs must be oriented towards opposite frontages.

D. A Business Complex under two acres in gross area, regardless of the number of individual properties comprising the Business Complex, shall only be permitted the amount of signage permitted for a single property. A Business Complex over two acres in gross area shall be permitted the amount of signage permitted for two properties, which may be distributed throughout the Business Complex regardless of internal property lines. These limitations apply regardless of the number of businesses, buildings, or properties that comprise the Business Complex.

E. Building Signs - Each building on a property shall be entitled to two (2) square feet of flush mounted or wall sign area per lineal foot of the building's width on the dominant façade, with a maximum of one-hundred fifty (150) square feet of signs or six percent (6%) of the linear measurement of the building's dominant façade, whichever is greater. This limitation applies regardless of the number of businesses that may occupy the building.

SECTION 2.6 PROJECTING SIGNS

Unless otherwise permitted by this Ordinance or by the Public Works Director, signs shall not encroach onto:

A. Adjoining properties;
B. A public right-of-way; or
C. Any Clear Vision Area.

SECTION 2.7 DIRECTIONAL SIGNS

Directional signs designed to be read by a person on the premises on which the sign is located and used to identify buildings/businesses/amenities or direct persons on the premises are limited to four (4) square feet in area and be no more than four feet (4') high if freestanding. If the sign is on the wall of a building, the directional sign shall be limited to four (4) square feet in area and located no more than eight (8) feet high.

SECTION 2.8 SIGN LOCATION

Except for Billboards, signs may not extend above the roofline, eave, or parapet wall of the building to which they are attached or of the tallest building on the premises (or closest building if the Property is vacant) if the sign is freestanding.

SECTION 2.9 BILLBOARDS

Billboards are allowed with certain limitations in specified Non-Residential Zones as identified in the Zoning Ordinance, but are prohibited in all Residential Zones. Billboards shall also be subject to the following regulations:

A. Limitation On The Total Number Of Billboards

The total number of Billboards located within the City Limits and Urban Growth Boundary shall be limited to eighteen (18). Signs lost or removed for any reason shall not be replaced until the total number of Billboards in the City Limits and Urban Growth Boundary is reduced to fourteen (14), which shall then become the maximum number of Billboards permitted thereafter.

B. Replacement Of Billboards

When the total number of Billboards within the City Limits and Urban Growth Boundary has been reduced in number to a total of fourteen (14), in accordance with subsection (A) above, Billboards may be replaced upon application by any person or entity possessing an appropriate State of Oregon permit, subject at all times to the maximum fourteen (14) sign number limitation.

No person or entity shall file an application for a new or replacement Billboard without proof of possession of a valid State of Oregon permit allowing placement of a Billboard within the designated City Limits and Urban Growth Boundary. New or replacement Billboards shall be permitted only as provided in subsection C below.

C. Maximum Size Limit For Replacement Billboard

The maximum size of each replacement Billboard sign, noted in Subsection B above, shall be two-hundred fifty (250) square feet per side.

D. Location of Billboards

No Billboards shall be permitted on 4th or 5th Streets between S.E. J Street and N.E. Cedar Street.

Only one Billboard is permitted per property.

No Billboard shall be located within 400 feet of another Billboard.

E. Height of Billboards

No Billboard shall exceed thirty-five feet (35') in height.

F. Features

Billboards may not feature video screens, reader boards, or other components that flash, change colors, display movement, or would otherwise pose a distraction to motorists

ARTICLE 3: TEMPORARY SIGNS

SECTION 3.1 GENERAL REQUIREMENTS

Temporary Signs shall not be restricted by content and shall not affect the amount or type of signage otherwise allowed by this Ordinance. Examples of Temporary Signs include, but are not limited to, non-permanent signs usually and customarily used to advertise real estate sales, political or ideological positions, garage sales, construction, or events. Temporary Signs may be erected and maintained in the City only in compliance with the following specific provisions:

A. No Temporary Sign shall be internally illuminated or be illuminated by an external light source primarily intended for the illumination of the Temporary Sign without a permit.

B. Temporary Signs may not be reflective, electronic, or contain any moving or flashing parts.

C. A Temporary Sign shall be attached to the site or constructed in a manner that both prevents the sign from being easily removed by unauthorized persons or blown from its location and allows for the easy removal of the sign by authorized persons.

D. Except as provided in this code, Temporary Signs shall not be attached to trees, shrubbery, utility poles or traffic control signs or devices.

E. No Temporary Sign shall be erected or maintained which, by reason of its size, location or construction constitutes a hazard to the public.

F. No Temporary Signs shall be allowed in the public right-of-way or on public property except as provided in Section 3.1(F)(a) below.

    1. The following Temporary Signs shall be permitted in the right-of-way without issuance of a permit and shall not affect the amount or type of signage otherwise allowed by this Ordinance. No Temporary Sign permitted under this subsection shall interrupt the normal flow of vehicle, pedestrian or bicycle traffic, shall provide a minimum of five feet (5') of clear passage for pedestrians on a sidewalk where a sidewalk exists, and shall not inhibit the use of parking facilities. No Temporary Sign permitted under this subsection shall extend into a Clear Vision Area. Temporary Signs allowed under this subsection include:

        a. Signs owned or erected by the Public Body that owns or manages the right-of-way or Public Property;

        b. Sidewalk Signs subject to the following limitations:

            i. Sidewalk Signs shall be displayed only during the business hours of the responsible business, and

            ii. Sidewalk Signs shall occupy no more than four (4) square feet of right-of-way and shall be no taller than four (4) feet tall.

iii. Sidewalk Signs placed elsewhere than directly adjacent to the business shall be placed only with the written consent of the property owner of the adjacent property.

iv. No more than one Sidewalk Sign shall be permitted per business on a particular property except that one additional Sidewalk Sign shall be permitted per property for each 200 feet of street frontage. Notwithstanding the foregoing, in no event may a property be associated with more than three (3) Sidewalk Signs.

G. Substantially similar Temporary Signs and those advertising the same event, which are erected sequentially, will be considered the same Temporary Sign for purposes of applicable temporal limitations.

H. Temporary Signs shall be removed within seven (7) days after the culmination of the event or purpose for which the Temporary Sign was erected regardless of any permitted time then remaining.

SECTION 3.2 TEMPORARY SIGNS IN RESIDENTIAL ZONES

Temporary Signs in Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding six (6) square feet in area or four (4) feet in height shall be permitted for a period of ninety (90) days.

2. Temporary Signs exceeding six (6) square feet in area and/or four (4) feet in height, but not exceeding twelve (12) square feet and/or six (6) feet in height shall be permitted for a period of thirty (30) days. No more than one such sign shall be permitted per property.

3. The maximum square footage of Temporary Signs on any particular Residential Property is 25 square feet.

SECTION 3.3 TEMPORARY SIGNS IN NON-RESIDENTIAL ZONES

Temporary Signs in non-Residential Zones shall be restricted as follows:

1. Temporary Signs not exceeding twenty (20) square feet in area or six (6) feet in height shall be permitted for a period of one hundred and twenty (120) days.

2. Temporary Signs exceeding twenty (20) square feet in area and/or eight (8) feet in height, but not exceeding thirty two (32) square feet and/or ten (10) feet in height shall be permitted for a period of sixty (60) days.

3. The maximum square footage of Temporary Signs on any particular Non-Residential Property is 250 square feet per acre with a minimum of 50 square feet and maximum of 500 square feet.

ARTICLE 4: EXEMPTIONS

The following signs are exempt from the permitting requirements of this Ordinance. All signs, even those exempt from permitting, must comply with sign dimensional, location, placement, maintenance, and all other applicable requirements.

A. Traffic or pedestrian control signs.

B. Signs erected or maintained by Public Bodies.

C. Flags. Flags mounted on a pole in the ground or on a building are exempt, but are subject to Zoning Ordinance height regulations and shall be located and constructed so that, if the pole should collapse, its reclining length would be contained on the property on which it is installed.

D. Signs placed in the public right-of-way by the Public Body responsible for administering the right-of-way or by a Public Body providing transit services within the right-of-way.

E. Plaques, tablets or inscriptions on buildings that do not exceed four (4) square feet in area.

F. Signs constructed to identify emergency services such as fire, police or hospital facilities.

G. Temporary Signs that comply with the provisions of Article 3.

H. Residential Signs.

I. Signs altered or erected pursuant to Section 6.1(C).

ARTICLE 5: SIGN PERMITS

SECTION 5.1 PERMIT APPLICATIONS

Unless exempt under Article 4, a permit issued by the Community Development Director is required to erect or alter any sign within the City Limits. Applications for a sign permit shall be made in writing upon forms furnished by the City and subject to applicable fees. Such applications shall include a scale drawing of the sign including dimensions, height and materials and show its relationship to the ground or to any building or structure to which the sign is proposed to be installed or affixed. When appropriate, a plot plan drawn to scale shall be submitted that indicates the location of proposed signage relative to street and property lines.

Prior to the issuance of a sign permit, the Building Official may review the construction aspects of the proposed sign and a building permit may be required. The Building Official or Community Development Director may require other pertinent information where, in their opinion, such information is necessary to determine compliance with the provisions of this Ordinance.

SECTION 5.2 ISSUANCE OF PERMIT

The Community Development Director shall approve an application and issue a sign permit unless the sign fails to meet the standards or is otherwise in violation of the provisions of this Ordinance. Sign permits mistakenly issued in violation of this Ordinance are void.

SECTION 5.3 PERMIT REVOCATION

The Community Development Director may revoke a sign permit if there was a material omission or misleading statement of fact in the application for the permit.

SECTION 5.4 PERMIT TIME RESTRICTIONS

A sign permit shall be null and void if all work necessary to erect the sign has not been completed within six (6) months of the date of issuance of the permit. The Community Development Director may authorize a single extension for up to an additional three (3) months if the applicant demonstrates significant progress or that the delay was the result of circumstances outside of the applicant's control. Otherwise, the applicant must apply for and obtain a new approval to erect the subject sign.

SECTION 5.5 TEMPORARY PERMITS

The Community Development Director may grant temporary permits for non-exempt Temporary Signs for a period of no more than thirty (30) days if the Community Development Director determines the sign will not present a risk to health, safety, or welfare and does not exceed applicable regulations for a comparable permanent sign. The Community Development Director may condition a temporary permit by any means necessary to achieve the objectives of this Ordinance. Applicants shall apply for a temporary permit on the forms prescribed by the Community Development Director.

ARTICLE 6: MAINTENANCE AND ENFORCEMENT

SECTION 6.1 EXISTING SIGN ALTERATION OR REPLACEMENT

A. Non-Conforming Signs shall not be altered or replaced unless the sign is made to conform to the provisions of this Ordinance, or otherwise allowed under Section 6.3, Sign Maintenance Requirements.

B. Premises with a Non-Conforming Sign shall not be eligible for any additional signs until the existing signs are made to conform to the requirements of this Ordinance.

C. Pole signs located in the Downtown Commercial (C-2) zone are permitted to change the business name and logo on existing pole signs so long as the use of a building does not change (i.e. retail to retail) without application for a new sign permit. A change in use of a building requires all signage to comply with all requirements of this Ordinance. A change of use shall be determined by the difference in the minimum number of required off-street parking spaces between the previous and proposed use as required in Table 4.5-1 Section 8-12.4.5 of the Zoning Ordinance. If there is a difference in the minimum number of required off-street parking spaces, it shall constitute a change of use for only the purposes Sign Maintenance Requirements of this Ordinance.

D. For signs subject to permitting requirements, changes to interchangeable panels or other alterations to the face of a sign shall also be subject to the permitting requirements in Section 5.1 above.

SECTION 6.2 DAMAGED SIGNS

Any sign that is damaged by over fifty-one percent (51%) of the replacement cost of the sign shall not be eligible for repair, but shall be immediately removed. Any replacement signs shall conform to the standards of this Ordinance and be subject to the same permitting requirements as if the sign were new.

SECTION 6.3 SIGN MAINTENANCE REQUIREMENTS

A. All signs within the City Limits shall be maintained in a secure and safe manner. Maintenance includes minor repairs necessary to maintain the sign in its original state.

B. Temporary and freestanding signs shall be kept clear of rubbish and weeds. All other signs shall be securely mounted to a structure. If any sign is found not to be securely mounted, or if it is a hazard, the Owner shall be notified and shall be instructed to secure the sign. An Owner shall secure the sign within ten (10) days of notice.

SECTION 6.4 PERMIT FEE SCHEDULE

The City Council shall establish, and from time to time revise, a permit fee schedule for all permits issued under this Ordinance. The fee schedule shall be reasonably related to the costs and expenses incurred by the City for administration of this Ordinance, and a minimum permit fee shall be established by the City Council.

SECTION 6.5 ENFORCEMENT; PENALTIES

Any violation of this Ordinance is hereby deemed a nuisance with each violation and each day that a violation persists constituting a separate offence. All violations shall be subject to the enforcement

procedures, fine amounts, and penalties set out in the Nuisance and Abatement Ordinance. Violations may be enforced by Court proceedings or by any other remedy available to the City, in law or in equity, including, but not limited, to the filing of property liens and foreclosure thereof in the appropriate courts. For any violation of this Ordinance, the Owner and/or tenant of the property where the violation occurred may be cited to appear in court to answer a complaint filed on behalf of the City.

ARTICLE 7: VARIANCE

SECTION 7.1 AUTHORIZATION TO GRANT OR DENY VARIANCES

An applicant for a sign permit or an applicant owning or leasing a sign that is not in compliance with the provisions of this Ordinance may apply for a variance.

SECTION 7.2 APPLICATION FOR A VARIANCE

Applications for a minor or major variance, as those terms are defined in the Zoning Ordinance, from the provision of this Ordinance shall be processed in accordance with the procedures and criteria for a variance set out in the Zoning Ordinance.

ARTICLE 8: APPEALS

An interested party may appeal a final decision of the Community Development Director to the Planning Commission and/or a decision of the Planning Commission to the City Council by filing an appeal in the manner prescribed for appeals in the Zoning Ordinance. If the appeal is not appropriately filed, the decision shall be final. If an appeal is filed, the appropriate hearings body shall conduct a public hearing and process the appeal in accordance with the procedures for an appeal set out in the Zoning Ordinance.

ARTICLE 9: MISCELLANEOUS

SECTION 9.1 SEVERABILITY; CORRECTIONS.

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

SECTION 9.2 RESTATEMENT

This Ordinance supersedes and replaces Ordinance No. 697 as amended by Ordinances No. 772, 783, 815, 818, and 854 and supersedes any ordinance, resolution, and/or policies, or any provision thereof, in conflict with the amendments. The provisions of other City ordinances that are not amended or modified by this Ordinance remain unchanged and in full force and effect.

SECTION 9.3 EMERGENCY CLAUSE

It is hereby determined and declared that existing conditions are such that it is necessary for the immediate preservation of the peace, health, general welfare, and safety of the City that an emergency be declared to exist; therefore this Ordinance shall be in full force and effect immediately upon and after its passage by the Council and approval by the Mayor of the City of Madras, Oregon.

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

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

_____
Royce Embanks, Mayor

ATTEST:

_____
Karen J. Coleman, City Recorder