

PUBLIC NOTICE

What: 2019 Event Planning Meeting
When: Monday, August 5, 2019 at 5:00 p.m.
Where: Metolius Train Depot

PUBLIC NOTICE

What: City Council Workshop
When: Monday, August 5, 2019 at 6:00 p.m.
Where: Metolius Train Depot
Agenda: Each month, prior to a city council meeting, the Council schedules a work session to review the proposed agenda topics. No decisions are made at these work sessions and they are subject to cancellation without prior notice.
Workshop Item: Carl Elliot would like to discuss the possible 2nd access road into Roy Hearts subdivision.

Metolius City Council Meeting
August 5, 2019 at 7:00 p.m.
Metolius Train Depot

AGENDA

- 1. Call Meeting to Order – Mayor, Council President**
- 2. Roll Call –** John Chavez, Carl Elliot, Patty Wyler, Denise Keeton, Candy Canga, and Dan Dulaney
- 3. Pledge of Allegiance and Invocation**
- 4. Resolution No. 2019-06 -** A Resolution of the City of Metolius accepting Mayor Chavez request for a six-month leave of absence or alternative resolution.

Shall the Council approve Resolution No. 2019-06 as presented?

Consent Agenda - All matters listed under consent agenda have been distributed to each council member for reading and study and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired, that item can be moved to the regular agenda.

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. Anyone needing accommodation to participate in the meeting must notify the City Recorder's office at least three (3) days prior to the meeting by calling 546-5533.

This institution is an equal opportunity provider and employer.

- 4.1. Regular Council Meeting Minutes – June 3, 2019
- 4.2. Council Workshop Minutes – June 3, 2019
- 4.3. Event Planning Minutes – June 3, 2019
- 4.4. Council Workshop Minutes – July 1, 2019
- 4.5. Event Planning Minutes – July 1, 2019
- 4.6. Authorize Payment of Bills
- 4.7. Financials – Monthly Profit and Loss

Shall the Council approve the consent agenda as presented?

5. Unfinished Business

- 5.1. **Depot Rental Agreement** – Clarify penalties for violations of Rental Agreement. James Stratton added wording for abuse of bringing alcoholic beverages onto the Depot premises.
- 5.2. **Orozco Reforestation Renewal** – Application is for a one year on the empty lot next to Tortilla Solis.

Shall the Council approve the renewal application submitted by Orozco Reforestation?

6. New Business

- 6.1. **Intergovernmental Agreement** – City of Culver and City of Metolius regarding shared ownership of Dump Trailer.

Shall the Council approve the Intergovernmental Agreement between the City of Culver and City of Metolius?

- 6.2. **Insurance Renewal** – Matt from Payne West will be present to answer any questions.

Shall the Council approve the Insurance Renewal from Payne West as presented?

- 6.3. **COIC Contract (Intergovernmental Agreement)** – Council to approve the use of Economic Development money to be used to contract with COIC in the amount of \$12,500.00.

Shall the Council approve the use of Economic Development money to be used to contract with COIC in the amount of \$12,500.00?

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- 6.4. **Madras Sanitary Rate Increase Proposal** – Melanie from Madras Sanitary will be present to answer any questions.
- 6.5. **An Ordinance removing height transition setbacks and adding administrative appeals provisions** – Collin Edmonds will be presenting this matter to the Council.
- 6.6. **Madras Pioneer** – Discounted ads for Spike and Rail on August 28th and September 4th for \$179 per add.

7. Staff, Council and Committee Reports

- 7.1. Mayors Report – Carl Elliot (Council President)
- 7.2. Public Works – Pat Hanenkrat
- 7.3. City Recorder – Tasha Alegre
- 7.4. Codes – James Stratton
- 7.5. Attorney's Report – Steve Bryant/Collin Edmonds
- 7.6. Depot Committee Report
- 7.7. COIC Report
- 7.8. Chamber Report – Pat Hanenkrat
- 7.9. COACT Report – Pat Hanenkrat

8. Public Presentations

- 8.1. **Public Comments:** Any visitor who may wish to make a presentation to the council, but is not specifically on the agenda, is offered an opportunity to make the presentation or comments. We ask that the presentation be limited to not more than three (3) minutes.

9. Regular Meeting Adjourned to Executive Session

- 10. **Executive Session pursuant to ORS 192.660(h)** - All members of the audience are asked to leave at this time. No decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

- 10.1. **ORS 192.660(h)** - consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

11. Re-Open Regular Session

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12. Schedule of upcoming events/meetings

- 12.1.** Staff Meeting – 2nd and 4th Tuesday at 2:30 p.m.
- 12.2.** Pancake Breakfast – August 24th, 2019, 8-10 a.m.
- 12.3.** Planning Commission Meeting – August 27th at 6:00 p.m.
- 12.4.** Next Council Meeting – September 9th, 2019

13. Regular Meeting Adjourned

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City of Metolius
2019 Events Plan (August Mtg)

January	No Events	
Febuary	No Events	
March	No Events	
April	Easter Egg Hunt	20 April, 2019 (10:00)
	Chair	John
Eggs Stuffed	Ordering prizes	Patty Age group's 0-2,3-4,5-6, 7 and over / Budget ?
	Advertising	Staff
	Park	Public Works
May	No Events	Advertise Yard Sale on City Hall board thru May
June	City Wide Yard Sale	15 June, 2019 Culver Same Day
	Chair	Staff Cut of for input 7 June
	Fliers	Staff
	Advertising	Staff When maps made/share with Culver
	City Hall Manning ?	Staff and them with us
July	4th Parade	4 July, 2019
	Line up at 8:00 am at High School. John Codes Car, Carl Vactor Truck (Banners ?)	
	Parade Chair	Talk about at Council the month before
August	Culver Parade	17 August, 2019
	Parade Chair	Carl drive Vactor Truck, Kevin Work Truck
September	Spike and Rail	7 September, 2019
	Parade Chair	John
	Store Chair	Patty
	BBQ Chair	Crystal
	Games Chair	Jennifer
	Park Chair	Pat/ Public Works
	Music	Carl/ 2 Bands \$2500.00 Times ?
	Volunteers	Candy
	Depot Chair	Denise
	Train Club	Pat Called Prineville. Will bring a small set
	Auct/Donation	Carl/James
	Contacts	Ace, Chappy's, Miller
		Hogue - Actioner
	Train Engine	Jennifer

[illegible]

Spike and Rail 2019

Parade Line up @1030 Start @1100											
	March	April	May	June	July	August	1st wk	2nd wk	3rd wk	4th wk	4th wk
Designate Chair											
Designate Route											
Ck on barriers											
Contact car club											
Council Entry											
Candy											
Train from CRR											
Organize with ODOT											
Organize with sheriff											
Ribbons											
Registration form											
Volunteers											
Streamers/Bikes											
Fire Dept											
JROTC ?											
Fliers to clubs											
Motorcycle Club											
Vendors											
Advertise											
Donations											
Candy ?											

Position	Name	Task	Task	Time Line
Chair	John			
Register	-1			
Streamers	-2			
Volunteer	Davida Plasted	Announcing W/ PA		
Volunteer				

BBQ Setup @1130 Start @ 1200 to 1500

Position	Name	Task	Task	Time Line
Chair	Crystal	Cook		
Volunteer	1	Cook		
Volunteer	1	Cook		
Volunteer	1	Cook		
Serving Table	1			
Serving Table	1			

Spike and Rail 2019

Games	March	April	May	June	July	August	1st wk	2nd wk	3rd wk	4th wk	Sept	1st wk	2nd wk	3rd wk	4th wk
11:00 to 2:00 pm															
Designate Chair															
Prizes -select/order	Inventory														
Shade tents	We Have. Place day of														
Dunk Tank	Reserved. New cost to rent \$50.00														
Hand stamps	We Have. Place day of														
Pool	We Have. Place day of														
Games- Kids	Fishing Pond, Ring Toss, Duck Pond, Cans On Board Toss, Train Velcro Bean Bag, Corn Hole ?														
Games-Adults	Ladder Ball in beer garden Pat will set up Have														
Game ideas:	No poker run														

Position	Name	Task	Task	Time Line
Chair	Jennifer/Lonnie			
Volunteer				
Volunteer				
Volunteer				
Volunteer				
Volunteer				

Spike and Rail 2019

Park	March	April	May	June	July	August	1st wk	2nd wk	3rd wk	4th wk	Sept	1st wk	2nd wk	3rd wk	4th wk
Designate Chair															
Beer Garden (Larry)			Larry is in for Beer Garden												
Move Picnic Tables	Friday														Day before
P/u chamber fencing			Reserved from Chamber				Just for Store not Beer Garden								
P/u tent			Culver, 10'x16' tent from Chamber			Tent Reserved from Culver									
P/u chairs - Culver	No														
Snow cone machine															
Band															
CCR Kids Train							12:00 to 9:00 Reserved Patty Davis 12-4:00 (\$500.00) Fun Bobby Carl 5-9:00 (\$2000.00) on trailer								
\$tore							CCR Train (Ted Carlin)	541-923-3399	Reserved/Varified						
Order items			Inventory/Complete												
Tractor Trolley			Patty order/Received												
Auction	James M.														
	Auction	Carl	Simmilinks Reserved			Donations					4-5:00 PM			2 fire pits/wood ??	

Position	Name	Task	Task	Time Line
Chair	Pat			
Volunteer	Kevin			
Volunteer				
Volunteer	Patty/ Tasha	Store		
Volunteer				
Spotters	Kelly 3	Auctioneer		
Volunteer				

Spike and Rail 2019

[illegible]

Position	Name	Task	Task	Time Line
Chair	Denise			
Eastside	1			
Southside	Jerry Ramsey			
Northend	2			
Volunteer	Ken = +1			
Volunteer				

Spike and Rail 2019

Advertising	March	April	May	June	July	August	1st wk	2nd wk	3rd wk	4th wk	Sept	1st wk	2nd wk	3rd wk	4th wk
Designate Chair															
Design Flyers															
Print Flyers															
Reader Board on Hwy															
TV, Radio, Papers						Facebook	Tasha make								
Donations															
Boy Scouts Handouts															

Signage: Called ODOT= OK, Called County Maint, sent me to County Planning and Codes. Awaiting call back
 News paper \$590.00 two weeks, Radio stations, Movie theaters \$400.00 3 months ?

Position	Name	Task	Task	Time Line
Chair	Dan			
Volunteer				
Volunteer				
Volunteer				
Volunteer				
Volunteer				

Spike and Rail 2019

Other	March	April	May	June	July	August	1st wk	2nd wk	3rd wk	4th wk	Sept	1st wk	2nd wk	3rd wk	4th wk
Shirts Volunteers ?		Just vests													
Biking Event?	No														
Donna/ Helen free advertisement list			City Hall												
Advertising at Crawford Festival/Parade			Chris ?												

Position	Name	Task	Task	Time Line
Chair	Pat			
Volunteer				
Volunteer				
Volunteer				
Volunteer				
Volunteer				

Signifies information/action Required
Signifies Completed



Other items of Interest: Larry Train Film Depot ? JEFFCO Museum ?
Larry Heavy Equipment Depot ?

Misc. Items

Honor Veteran
Climbing Wall
Raffle ? What ?
July 1st Deadline No
July 1st Deadline

2 Banners for car in parade
Auction- baskets with goodies, pies

Have
July 1st Deadline

11:24 AM

08/01/19

City of Metolius
Unpaid Bills Detail
 As of August 1, 2019

Type	Date	Num	Due Date	Aging	Open Balance
Ace Hardware					
Bill	08/01/2019		08/21/2019		154.25
Total Ace Hardware					154.25
Ag West					
Bill	08/01/2019		08/31/2019		96.39
Total Ag West					96.39
Bi-Mart					
Bill	07/30/2019		08/29/2019		128.03
Total Bi-Mart					128.03
Bryant Emerson, LLP					
Bill	07/30/2019		08/29/2019		3,240.00
Total Bryant Emerson, LLP					3,240.00
Cascade Natural Gas					
Bill	07/30/2019		08/29/2019		37.20
Total Cascade Natural Gas					37.20
Central Oregon Cities Organization					
Bill	07/30/2019		08/09/2019		518.00
Total Central Oregon Cities Organization					518.00
Central Oregon Intergovernmental Council					
Bill	07/30/2019		08/09/2019		220.00
Total Central Oregon Intergovernmental Council					220.00
CenturyLink					
Bill	07/30/2019		08/09/2019		389.22
Total CenturyLink					389.22
Chappy's Auto Parts					
Bill	08/01/2019		08/31/2019		28.89
Total Chappy's Auto Parts					28.89
CIS Trust					
Bill	07/30/2019		08/19/2019		2,264.11
Bill	07/30/2019		08/19/2019		2,296.17
Total CIS Trust					4,560.28
D.V.W.D.					
Bill	07/30/2019		08/29/2019		95.60
Total D.V.W.D.					95.60
Edge Analytical					
Bill	07/30/2019		08/29/2019		579.00
Total Edge Analytical					579.00
High Desert Automotive Supply, Inc.					
Bill	07/30/2019		08/09/2019		69.98
Total High Desert Automotive Supply, Inc.					69.98
Jeff. Co. Public Wks					
Bill	07/30/2019		08/29/2019		354.70
Total Jeff. Co. Public Wks					354.70

11:24 AM

08/01/19

City of Metolius
Unpaid Bills Detail
 As of August 1, 2019

Type	Date	Num	Due Date	Aging	Open Balance
Jeff. Co. Sheriff's Office					
Bill	07/30/2019		08/29/2019		2,291.61
Total Jeff. Co. Sheriff's Office					2,291.61
League of Oregon Cities					
Bill	07/30/2019		08/29/2019		2,125.00
Total League of Oregon Cities					2,125.00
Les Schwab					
Bill	07/30/2019		08/29/2019		200.98
Total Les Schwab					200.98
Madras Sanitary Service					
Bill	07/30/2019		08/29/2019		115.59
Total Madras Sanitary Service					115.59
Mail Copies & More					
Bill	08/01/2019		08/31/2019		59.08
Total Mail Copies & More					59.08
Miller Lumber					
Bill	08/01/2019		08/31/2019		115.47
Total Miller Lumber					115.47
Oregon Code Enforcement Association					
Bill	07/30/2019		08/09/2019		75.00
Total Oregon Code Enforcement Association					75.00
Oregon Department of Revenue					
Bill	07/30/2019		08/29/2019		180.00
Total Oregon Department of Revenue					180.00
Pacific Power					
Bill	07/30/2019		08/29/2019		2,591.91
Total Pacific Power					2,591.91
Postmaster					
Bill	07/30/2019		08/29/2019		275.00
Total Postmaster					275.00
Ricoh USA, Inc					
Bill	07/30/2019		08/09/2019		606.03
Total Ricoh USA, Inc					606.03
Sound Water Services, Inc					
Bill	08/01/2019		08/11/2019		2,664.00
Total Sound Water Services, Inc					2,664.00
Verizon Wireless					
Bill	07/30/2019		08/09/2019		60.26
Total Verizon Wireless					60.26
TOTAL					21,831.47

10:19 AM

06/27/19

City of Metolius
Unpaid Bills Detail
 As of June 27, 2019

Type	Date	Num	Due Date	Aging	Open Balance
Ace Hardware					
Bill	06/27/2019		07/17/2019		242.98
Total Ace Hardware					242.98
Baggett Inc.					
Bill	06/17/2019		06/27/2019		440.00
Total Baggett Inc.					440.00
Bi-Mart					
Bill	06/04/2019		07/04/2019		61.37
Total Bi-Mart					61.37
Cascade Natural Gas					
Bill	06/17/2019		07/17/2019		49.02
Total Cascade Natural Gas					49.02
CenturyLink					
Bill	06/27/2019		07/07/2019		414.94
Total CenturyLink					414.94
CIS Trust					
Bill	06/27/2019		07/17/2019		2,264.11
Total CIS Trust					2,264.11
Cove Electric					
Bill	06/04/2019		06/14/2019	13	100.00
Total Cove Electric					100.00
D.V.W.D.					
Bill	06/04/2019		07/04/2019		20.00
Total D.V.W.D.					20.00
DeJarnatt Land Surveys, Inc					
Bill	06/27/2019		07/07/2019		500.00
Total DeJarnatt Land Surveys, Inc					500.00
Edge Analytical					
Bill	06/27/2019		07/27/2019		197.00
Total Edge Analytical					197.00
Jeff. Co. Public Wks					
Bill	06/17/2019		07/17/2019		420.94
Total Jeff. Co. Public Wks					420.94
Jefferson County Sheriff's Office					
Bill	06/04/2019		06/14/2019	13	1,606.75
Total Jefferson County Sheriff's Office					1,606.75
League of Oregon Cities					
Bill	06/27/2019		07/27/2019		615.00
Total League of Oregon Cities					615.00
Madras Sanitary Service					
Bill	06/27/2019		07/27/2019		115.59
Total Madras Sanitary Service					115.59

10:19 AM

06/27/19

City of Metolius
Unpaid Bills Detail
 As of June 27, 2019

Type	Date	Num	Due Date	Aging	Open Balance
Mail Copies & More					
Bill	06/04/2019		07/04/2019		20.65
Total Mail Copies & More					20.65
Pacific Power					
Bill	06/17/2019		07/17/2019		2,636.16
Total Pacific Power					2,636.16
Pamplin Media Group					
Bill	06/04/2019		06/14/2019	13	595.03
Total Pamplin Media Group					595.03
Postmaster					
Bill	06/27/2019		07/27/2019		220.00
Total Postmaster					220.00
Ricoh USA, Inc					
Bill	06/04/2019		06/14/2019	13	131.75
Bill	06/27/2019		07/07/2019		41.00
Total Ricoh USA, Inc					172.75
Tenneson Engineering Corp.					
Bill	06/27/2019		07/27/2019		2,242.50
Total Tenneson Engineering Corp.					2,242.50
Thompson Pump & Irrigation					
Bill	06/04/2019		07/04/2019		97.50
Bill	06/17/2019		07/17/2019		119.00
Total Thompson Pump & Irrigation					216.50
Traffic Safety Store					
Bill	06/27/2019		07/07/2019		1,619.55
Total Traffic Safety Store					1,619.55
Verizon Wireless					
Bill	06/27/2019		07/07/2019		120.12
Total Verizon Wireless					120.12
TOTAL					14,890.96

10:20 AM
08/01/19
Accrual Basis

City of Metolius
Profit & Loss
July 2019

	Jul 19
Income	
Depot - Income	
Sp. projects	
Kids & Families	159.00
Total Sp. projects	159.00
Total Depot - Income	159.00
Gen. Fund Income	
Convenience Fee	14.00
Franchise Fees	
Cascade Natural Gas	220.97
Crestview Cable	242.13
Pacific Power	1,650.22
Total Franchise Fees	2,113.32
Maint. Dept. - Income	
Public Works Labor	90.00
Total Maint. Dept. - Income	90.00
Other Income	
Property Rent	10.00
Total Other Income	10.00
Spike & Rail	360.00
Taxes	
Current Year	353.89
Prior Year	139.31
Total Taxes	493.20
Total Gen. Fund Income	3,080.52
Irrig. Oper - Income	
Current Yr. Charges	407.14
Prior Yr. Charges	-27.93
Total Irrig. Oper - Income	379.21
Property - Income	
Rent - Miller - House	2,025.02
Total Property - Income	2,025.02
Sewer Oper. Income	
Deposits	54.00
Finance Charges	615.71
Hook-up Charges	-288.00
Pre-Pay Discount	-108.00
Sewer Service - Business	
Sewer Service-Business 2-5	200.00
Sewer Service-Business 6+	3,817.20
Sewer Service - Business - Other	80.00
Total Sewer Service - Business	4,097.20
Sewer Service - Domestic	11,360.00
Total Sewer Oper. Income	15,730.91

10:20 AM

08/01/19

Accrual Basis

City of Metolius

Profit & Loss

July 2019

	Jul 19
Streets - Income	
Gas Tax	4,945.67
Refunds/Reimbursements	77.40
Total Streets - Income	5,023.07
Total Income	26,397.73
Gross Profit	26,397.73
Expense	
Depot - Exp.	
Materials & Services	
Depot Repair & Maintenance	
Heat	12.40
Power	66.25
Supplies	95.00
Total Depot Repair & Maintenance	173.65
Water	45.20
Total Materials & Services	218.85
Total Depot - Exp.	218.85
Gen. Fund Expenses	
Admin. Dept.	
Materials & Services	
Attorney Fees	2,090.00
Conferences/Education	2,125.00
Dues - COIC	220.00
Dues & Subscriptions	593.00
Heat	14.17
Internet	127.00
Maintenance Agreement	606.03
Power	55.38
Telephone	128.83
Travel	233.20
Water	20.00
Total Materials & Services	6,212.61
Personnel - Admin	
Payroll Benefits	631.04
Total Personnel - Admin	631.04
Total Admin. Dept.	6,843.65
Community Development Dept.	
Materials & Services	
Attorney Fees	1,150.00
Total Materials & Services	1,150.00
Personnel Services	
Payroll Benefits	14.85
Total Personnel Services	14.85
Total Community Development Dept.	1,164.85
Maint Dept	
Materials & Services	
Cell phone/radio	60.26
Heat	10.63
Power	59.72
Refuse	115.59
Repairs-Equip.	69.98

10:20 AM
08/01/19
Accrual Basis

City of Metolius
Profit & Loss
July 2019

	Jul 19
Supplies-shop	128.03
Total Materials & Services	444.21
Personnel - Maint Benefits	302.50
Total Personnel - Maint	302.50
Total Maint Dept	746.71
Parks	
Materials & Services	
Power	19.50
Water - park	40.00
Total Materials & Services	59.50
Personnel - Parks Benefits	226.41
Total Personnel - Parks	226.41
Total Parks	285.91
Payroll Dept.	
Benefits	
Health Insurance	2,060.55
PERS	
Employee	977.18
Employer	732.01
Total PERS	1,709.19
Taxes	1,025.99
Unemployment	13.23
Wkman's Comp.	2,296.17
Total Benefits	7,105.13
Salaries	
City Recorder	3,256.80
Clerk/Code Enforcement	2,153.55
Maint.	3,061.76
Pub. Wks	3,728.00
Temp Emp	1,032.00
Total Salaries	13,232.11
Total Payroll Dept.	20,337.24
Police Dept	
Materials & Services	
Equip. R&M	200.98
St. Assessments	120.00
Total Materials & Services	320.98
Personnel - Police Benefits	22.28
County contract	4,583.22
Total Personnel - Police	4,605.50
Total Police Dept	4,926.48
Total Gen. Fund Expenses	34,304.84

10:20 AM
08/01/19
Accrual Basis

City of Metolius
Profit & Loss
July 2019

	Jul 19
Irrig. Oper - Expense	
Materials & Services	
Irrig. Supplies	166.08
Total Materials & Services	166.08
Personal Services	
Benefits	211.55
Total Personal Services	211.55
Total Irrig. Oper - Expense	377.63
Payroll Expenses	19.43
Sewer Oper. Expenses	
Bond Pymt	
OECD	35,520.05
Total Bond Pymt	35,520.05
Materials & Services	
Internet	66.00
Postage	275.00
Power	1,508.84
Sample Testing	462.00
Telephone	67.39
Water	64.70
Total Materials & Services	2,443.93
Personal Services	
Benefits	552.98
Total Personal Services	552.98
Total Sewer Oper. Expenses	38,516.96
Streets-Expenses	
Materials & Services	
fuel	354.70
Street Lights	882.22
Total Materials & Services	1,236.92
Personnel Services	
Benefits	302.50
Total Personnel Services	302.50
Total Streets-Expenses	1,539.42
Total Expense	74,977.13
Net Income	-48,579.40

City of Metolius Council Workshop Meeting

July 1, 2019, 6:00 pm

Council Workshop Minutes

This Workshop was called to order by Mayor John Chavez at 6:00 pm.

Mayor John Chavez declared that the workshop and regular meeting is cancelled due to quorum issues.

The Workshop was adjourned at 6:01 pm.

_____ Date: _____

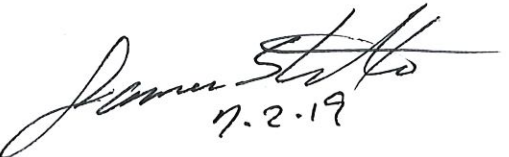
Mayor John Chavez

 _____ Date: 7/2/19

Recorder/ Clerk

City of Metolius
Events Meeting Minutes
July 1, 2019

- I. Event meeting was called to order by Mayor John Chavez at 1700 hours. Those present were Pat Hanenkrat, Denis Keeton, John Chavez, Carl Elliott, Dan Dulaney, and Davida Plaisted.
- II. Most of all the topics covered were reviewed with the handouts (flow charts) prepared by Pat Hanenkrat.
 - a. The Culver parade will be attended by some City counselors and Staff.
 - b. Banners will cross out the "2nd" Saturday.
- III. Spike and Rail updates were discussed. Updates on parade entries.
 - a. Car club will be present.
 - b. No ROTC. VFW will be contacted for the honor guard for the parade.
 - c. Motorcycle entries still pending with conversation with Sam.
 - d. No poker "run" planned
- IV. The Status of the games is good. The plans for the games are set and merchandise were received two weeks ago. Prizes and toys are on hand.
- V. The dunk tank may be available through relay for life groups.
- VI. The horseshoe pit will be constructed soon with Carl Elliott and Pat Hanenkrat working on the details.
- VII. The band called "FunBobby" will be asked to perform in the evening after the auction. They will aske for \$750.00 for four hours of play. These details are pending with confirmation in a few days.
- VIII. The meeting was adjourned at 1745 hours.


7.2.19

City of Metolius Regular Council Meeting

June 3, 2019, 7:00 pm

Regular Council Minutes

1. Meeting was called to order at 7:00 pm by Mayor JOHN CHAVEZ
2. Roll call found that JOHN CHAVEZ, PATTY WYLER, DENISE KEETON, CARL ELLIOTT, and DAN DULANEY were present. Lonnie Parsons and Candy Canga were absent. Staff, James Stratton, Public Works Supervisor Pat Hanenkrat, and Attorney Collin Edmonds were present.
3. The pledge of allegiance and invocation
4. PATTY WYLER motioned that the consent agenda be approved, CARL ELLIOTT seconded, this motion passed unanimously.
5. CARL ELLIOTT motioned that resolution 2019-03 be approved, DENISE KEETON seconded, this motion passed unanimously.
6. DENISE KEETON motion that resolution 2019-04 be approved, CARL ELLIOTT seconded, this motion passed unanimously.
7. Ordinance number 261 was read aloud for the second time by Attorney Collin Edmonds. No public comments were made. DENISE KEETON motioned that ordinance 261 be approved, CARL ELLIOTT seconded, and this motion passed unanimously.
- 7.2 Ordinance number 262 was read aloud for the second time by Attorney Collin Edmonds. No public comments were made. CARL ELLIOTT motioned that this ordinance be approved, DENISE KEETON seconded, and this motion passed unanimously.
- 7.3 DENISE KEETON motioned that resolution 2019-05 be approved, PATTY WYLER seconded, and this motion passed unanimously.
- 7.4 Pat Hanenkrat requested a stop sign be placed at the corner of Hood and Butte, PATTY WYLER motioned that a stop sign be placed at Hood and Butte, seconded by DENISE KEETON, and this motion passed unanimously.
- 7.5 Follow up on the Rodvelt Properties led to an agreement to be approved and signed between Patricia Flenner and the city of Metolius. This agreement is attached and was

written by City Attorneys. CARL ELLIOTT motioned to approve this agreement, DENISE KEETON seconded, this motion passed unanimously.

8. New Business

8.1 Presentation by Jeff Rasmussen of Jefferson County regarding the Cove Palisades Rim Lodge. See attached power point pages.

8.2 Presentation by Janet Brown from Economic Development of Central Oregon. She spoke about "Move Start Grow" ideas. She offered a definition of her program. She offered assistance and resources for the City of Metolius. Janet prepared a power point. See attached power point pages.

8.3 Presentation by Courtney Snead and Jamie Hurd of the 509j School District. Their presentation was centered around helping all to see the need to make 509j school district thrive and improve while keeping up with education. Some of the problems within 509j was pointed out such as low tax dollars, teacher not returning, poor rates of graduation, etc. Courtney prepared a power point. See attached power point pages.

8.4 The Councilors accepted the appointment of Paul May as Municipal Judge for the City of Metolius. CARL ELLIOTT motioned that Paul May be appointed, seconded by DENISE KEETON, this motion passed unanimously. Attorney Edmonds administered the oath of office and Paul May affirmed his duties and pledge for the office of Municipal Judge for the City of Metolius. The rest (8.5 and 8.6) were tabled until further notice.

9. Staff, Council and Committee Reports. Pat Hanenkrat provided written reports for public works and chamber of commerce. Attorney Collin Edmonds provided information by way of the Rodvelt's up and coming procedures. No other reports were submitted.

No public comments were made

This meeting was adjourned at 8:14 pm

_____ Date _____ Date _____

Recorder/Clerk

Mayor John Chavez

City of Metolius Regular Council Meeting June 3, 2019

City of Metolius Council Workshop Meeting

June 3, 2019, 6:05 pm

Council Workshop Minutes

This Workshop was called to order by Mayor John Chavez at 6:05 pm.

The councilors went through the agenda and Denise Keeton found that 11.2 and 11.3 had the wrong dates. They were corrected: June 22 for the pancake breakfast and June 25 for the planning commission meeting.

All the agenda items (4 through 9.9) were reviewed without much discussion or conflict. The Councilors made themselves aware of all the items of the Agenda and are prepared to take final action. The public presentations are going to be heard at the regular meeting.

The Workshop was adjourned at 6:17 pm.

Date: _____

Mayor John Chavez

Date: _____

Recorder/ Clerk

City of Metolius Council Event Meeting

June 3, 2019 5:00 pm

Event Minutes

Event Meeting called to order by Mayor John Chavez at 5:00 pm.

Pat led the discussion and prepared a flow chart for events pending.

1. Discussed the 4th of July parade in Culver. Carl Elliot will drive the Vac Truck. John will drive Pat Hanenkrat's truck. Kevin will drive his work truck.
2. City wide Yard Sale was discussed. Copies of maps will be delivered to Culver by the 7th of June.
3. Countryfied, Mobley, reported that his band cannot participate and has to cancel.
4. A replacement band is pending.
5. Davida from the Madras Chamber of Commerce introduced the concept of sponsorships to help raise money and identify sponsors to others for the Spike and Rail day. Davida also talked about helping with the Spike and Rail during the parade by announcing each entry, making announcements of the day events, and assisting with banners.
6. Councilors discussed buying 80 pounds of candy for the Spike and Rail parade.
7. Crooked River Ranch Train is planning to be at the Spike and Rail Day.
8. Tents were discussed and most of them will be available for use.
9. Further discussion was made to reiterate the prepared flow chart that Pat Hanenkrat submitted with updates and plans.
10. Gus of BSNF wants to be a sponsor and help with train related items. James Maynard will be contacting him.
11. Discussion about the Brown Bag food distribution scheduled for the 6th of September was brought up. The depot will not be available. James Stratton will contact John Gray to see what changes can be done.
12. This meeting was adjourned at 5:55 pm

_____ Date: _____ Date: _____

Mayor John Chavez

Recorder/ Clerk

Rental agreement:

Train Depot ☐ Community Hall ☐

The City of Metolius would like all citizens to have an opportunity to book events at the facilities offered. The city would like all applicants to follow all the rules and conditions laid out in this Rental Agreement. A deposit will be required, insurance will be required, an additional deposit for any planned alcoholic beverages to be consumed, and Security Guards must be obtained through the City of Metolius during events that have alcoholic beverages.

Proposed Rental Date and Time: _____

This rental agreement is made between the City of Metolius, an Oregon municipal corporation, "The Landlord."

Tenant Name: _____ (Applicants must be at least 21 years of age)

Tenant Address: _____ Tenant Phone/ Mobile: _____

Tenant ID or Driver's License: _____ Tenant Purpose: _____

Payment Arrangements: ALL PAYMENTS AND DEPOSITS ARE TO BE PAID IN CASH.

Tenant shall pay a cash deposit of \$500.00 and a signed rental agreement to secure a rental date. Tenant shall pay a rental cost of \$200.00 for the Train Depot. Tenant shall pay a rental cost of \$25.00 for the Community Hall with no deposit required.

The following payments have been paid: (Employees of the City of Metolius shall confirm all monies received)

- 1). The initial cash deposit of **\$500.00** received on: _____ By _____
- 2). The Depot fee of **\$200.00** received on: _____ By _____
- 4). The Community Hall fee of \$25.00 received in: _____ By _____
- 5). Insurance and binder was received on: _____ By _____

Rental Hours are from 10:00 am – 10:00 pm

The City reserves the right to inspect the Depot at anytime with or without reason during your event

No Alcoholic Beverages Allowed on or around the Premises. Violations SHALL result in forfeiture of the entire \$500.00 deposit.

Procedures:

1. The Tenant shall pay the landlord the deposits in CASH upon turning in this agreement to secure the date desired by the Tenant. The parties intend this deposit as a prepayment for any damages or cleaning requirement caused by Tenant or which occurs during the term of Tenant's rental of the premises. Tenant agrees that he/ she shall also be liable for any damages or cleaning cost in excess of the amount of the deposit. Any additional amounts due to the Landlord shall be paid within thirty (30) days of written notice of the nature and cost of cleaning and/ or damages.
2. The Tenant shall pay the rent for the facility request at least 30 days prior to the date requested.
3. The Tenant shall provide Landlord **proof of liability insurance** with the City of Metolius as the additional insured in the amount of \$1,000,000.00 for any event Tenant contracts to be held as the Depot or Community Hall.
4. The Tenant shall comply with the Rental Policy attached to this agreement. Tenant shall, upon termination of this agreement, leave the premises in the same condition as it was found at the commencement of the term and that it shall also inspect and clean the grounds surrounding the premises.
5. The Tenant shall make sure all guests attending the event remain within the designated areas.

THE METOLIUS DEPOT & CITY HALL RENTAL POLICY & GENERAL INFORMATION

Please initial to show you agree to follow the rules and regulations listed below:

Violations SHALL result in forfeiture of the entire \$500.00 deposit.

	1. City facilities shall be assigned on a first come, first served basis except for regularly scheduled meetings. Priority will be given to city related events. Use of the building for scheduled community events and meetings is encouraged.
	2. The Depot and/or City Hall must be left in its original condition after use. The user must control parking and noise problems. Facility must be vacated by 10:00 pm.
	3. Decorations are allowed on tabletops only. No decorations shall be fastened to the walls or ceiling.
	4. No deposit will be refunded until city staff inspects the Depot. Please allow two days for this to occur.
	5. Smoking and tobacco use is prohibited in both City Hall and the Depot.
	6. No alcoholic beverages are allowed on the premises. Violation will result in complete forfeiture of the entire \$500.00 deposit
	7. Users must fill out a rental agreement and submit it with the deposit in order to confirm reservations. Deposits will be in the form of cash.
	8. Rental time begins when users enter the facility and ends when the last person leaves. Please reserve time for set-up and clean up. Users may be charged extra for exceeding reserved time based on established fee schedule. Users may be charged extra if repairs or replacement of equipment are required after use. Users may request janitorial services at extra cost.
	9. Minor Groups – Groups composed of minors must be supervised by at least (1) one adult for each ten (10) minor children at all times while they are using the facilities. The application must be made by one of the adults who will be supervising the function to control children.
	10. The fire code occupancy must be followed.
	Tenant shall clean up and remove garbage at the end of their rental period. If the Depot must be inspected for a second time after the initial inspection, then one half of the deposit will be forfeited. If a third inspection must be done, then the entire balance of the remaining deposit will be forfeited.
	Any violations of this rental agreement or policies SHALL result in the forfeiture of the entire \$500.00 deposit and/ or require additional payment to cover damages
	Tenant and Landlord disputes that are enforced by Attorneys: the prevailing party shall be awarded their costs and attorney fees.
	Tenant shall notify Landlord in writing a minimum of 30 days prior to the rental date if cancellation is necessary. If the Tenant fails to notify the Landlord of the cancellation with five days prior to the rental date, then the Tenant shall forfeit the rental fee.

(Landlord) City of Metolius:

Tenant:

_____ Date _____

_____ Date _____

CITY OF METOLIUS – Planning Commission

APPLICATION For CONDITIONAL USE – page 1 of 9

GENERAL INSTRUCTIONS: These instructions are intended to assist both the applicants and the Planning Commission, but are subordinate to both the Metolius Municipal Code (MMC) and Ordinances of the City which are the final authority.

To the Applicant: All initial requirements, and the appropriate fees, are required at the time this application is filed with the City Recorder. (Fees are nonrefundable.) The City Recorder will provide the proper City forms to begin the Conditional Use process, as well as copies of any ordinances you may need in connection with this application. The Planning Commission may not take action on your application until it is complete in its entirety. You will be notified if any additional information or materials are required by the Planning Commission before your Conditional Use Application may be considered.

Applicant retains pages 1 and 2.

Applicant completes pages 3 through 9, as indicated, and returns with all requirements and other supporting materials to the City Recorder.

Guidelines:

1. **Interpretation:** Where a provision of this title differs from another ordinance or requirement of the city, the provision or requirement which is more restrictive shall govern. (MMC 17.04.030 B.)
2. (MMC 17.56.010 A.) Conditional Uses listed in this title may be permitted, enlarged, or otherwise altered upon authorization by the city council in accordance with the standards and conditions in this chapter.
3. (MMC 17.56.010 A. and 17.08...) Conditional Use (and Site Plan, if required) must be approved:
 - a. Before any Conditional Use takes place;
 - b. Before any "Notice of Intent to Construct" is filed with the City Recorder;
 - c. Before any Building Permit is issued; and
 - d. Before any construction, reconstruction, alteration, improvement, erection or moving in, of buildings, storage sheds, fences, decks, or other structures takes place.
4. (MMC 17.08.020 C.1. and 17.48.040) "Notice of Intent to Construct" must be filed with City Recorder:
 - a. Before securing any required Building Permits; and
 - b. Before any construction, reconstruction, alteration, improvement, erection, or moving in, of buildings, storage sheds, fences, decks, or other types of structures takes place.
5. (MMC 17.08.020) Building Permit (or notice of exemption therefrom) is required:
 - a. Before any construction, reconstruction, alteration, improvement, erection, or moving in, of buildings, storage sheds, fences, decks, or other structures takes place; or
 - b. Before any change of use of a structure or lot takes place.
6. (MMC 17.56.010 G.2. and 3.) It shall be unlawful for any person to cause or permit any construction, reconstruction, alteration, improvement, erection, or moving in, of buildings, storage sheds, fences, decks or other structures, or changes in use in any manner except in complete and strict compliance with the approved Conditional Use. Exception: If the change is solely a change in use to a permitted use in the zone where the property is located, the change shall not be unlawful.
7. (MMC 17.56.030) Time Limit: Authorization of a Conditional Use shall be void after one year or such lesser time as the authorization may specify unless substantial construction has taken place; substantial construction shall be solely determined by the Planning Commission. However, the Planning commission may extend authorization for an additional period not to exceed one year, on written request by the property owner,...
8. (MMC 17.08.100) Violation... is punishable upon conviction by a fine... violation shall constitute a nuisance and the City may... institute injunction, mandamus, abatement, or other appropriate proceedings to prevent, enjoin... abate or remove the unlawful location, construction, maintenance, repair, alteration or use.

City of Metolius-- Application for CONDITIONAL USE -- page 2 of 9

STEPS in the CONDITIONAL USE PROCESS:

#1 Applicant submits Initial Requirements:

- A. \$_____ Fee (fees are nonrefundable; see MMC 17.08.050)
- B. Completed Application Forms and Supporting Materials. (MMC 17.08.040)
- C. Site Plan review and approval is required:
 - 1. if the Conditional Use involves construction or alteration of any structure, including fences, or any other substantial physical change(s) to the property;
 - 2. if requested by the Planning Commission; or
 - 3. if use will be a Planned Unit Development (PUD).
- D. If Site Plan review and approval is not required, provide a scale drawing of the property showing complete details as required in section 15 of this guide. (MMC 17.56.010 B.)

#2 Applicant submits any additional requirements requested. (MMC 17.56.010 B. and D.)

#3 After an opportunity to review all materials submitted, City gives applicant notice that Planning Commission considers application complete, to date, and advises the applicant the date scheduled for Public Hearing.

#4 At least 10 days prior to date of Public Hearing: (MMC 17.08.060 A. and B.)

- A. City publishes notice of Public Hearing, and
- B. City mails notice of Public Hearing to owners of property within 100 feet of property for which Conditional Use is proposed.

#5 Public Hearing(s) before Planning Commission. (MMC 17.08.060)

#6 City Council reviews record of Public Hearing and recommendation of Planning Commission and takes action. (MMC 17.56.020 D.)

#7 City Recorder provides applicant written notice of the decision of the City Council. (MMC 17.56.020 E.)

#8 If Conditional Use is approved and involves any construction or alteration of proposed or existing buildings or structures, applicant must complete and file a "Notice of Intent to Construct" with the City recorder:

- A. Before securing any necessary Building Permits, and
- B. Before any construction, reconstruction, alteration, improvement, erection or moving in, of buildings, storage sheds, fences, decks, or other structures, takes place. (MMC 17.08.020 C.1. and 17.48.040)

City of Metolius – Application for CONDITIONAL USE – page 3 of 9

If additional space is required, please attach another sheet of paper and refer to the number of the entry. Thank you.

(Please print name(s) and address(es).

1. Property Owner(s) Dominga & Cristobal Solis Phone 541 420-6714
2. Mail Address 570 Jefferson Ave City Metolius St/Zip OR 97741
3. Application Filed by JC Orozco Reforestation Inc. Phone 503 949 6303
4. Mail Address PO Box 72 City Independence St/Zip OR 97351
(Check correct box below and, if not owner(s), provide proof signed by owner(s).)
A. ☒ Owner(s) C. ☒ Representative with legal authority to use, transfer, or lease.
B. ☐ Authorized Agent of Owner(s)
5. Location of property (Include address and name of cross streets at nearest intersection.) 570 Jefferson Ave Metolius, OR 97741
6. Legal Description: Lot #'s _____ Block #'s _____ Addition Name _____
7. Tax Assessor's Map # _____ Tax Lot #'s _____ Area (sq. ft.) _____
9. Present Zone of Property _____
9. Present Use (Explain in detail) Vacant Lot, previously used as a designated dispatch location since 2017
10. Conditional Use applied for: (Check correct box)
- | | |
|---|--|
| A. <input type="checkbox"/> Amusement Center | I. <input type="checkbox"/> Planned Unit Development (PUD) |
| B. <input type="checkbox"/> Church | J. <input type="checkbox"/> Professional or Medical facilities |
| C. <input type="checkbox"/> Governmental Use | K. <input type="checkbox"/> Public School |
| D. <input type="checkbox"/> Home Occupation | L. <input type="checkbox"/> Public Utilities or Services |
| E. <input type="checkbox"/> Industrial Use | M. <input type="checkbox"/> Recreational Vehicle Park |
| F. <input type="checkbox"/> Library | N. <input type="checkbox"/> Retail or Service establishment |
| G. <input type="checkbox"/> Lodge for civic or fraternal organization | O. <input checked="" type="checkbox"/> Other <u>Designated Dispatch Location</u> |
| H. <input type="checkbox"/> Mobile Home Park | |
11. How will use change if Conditional Use is approved? (Explain in detail) Mobile office will continue in the same area as shown in plot plan.
12. Present Use of Adjacent Properties (Explain in detail re front, each side, and rear of the property) Vacant lot used previously as a designated dispatch location.

13. "Standards for granting Conditional Uses": (MMC 17.56.010 C.)

- A. "The proposal shall be consistent with the Comprehensive Plan and the objectives of this title and other applicable policies of the city." (MMC 17.56.010 C.1.)

1. Why use the property this way? Oregon Dept. of Forestry requires 3500 sq. ft. of open space with functional office and adequate lighting for the assembly of fire crews.
2. Why was this use selected? Easy Access to the restaurant for our employees. Has sufficient parking for pick-ups, mobile office and assembly of crews.
3. Is there other property in the City where this use is a permitted use outright? NO If "Yes", what is the reason you do not want to use that property? _____

- B. "Taking into account location, size, design and operating characteristics, the proposed use shall have minimal adverse impact on the Livability, Value, and Appropriate development of abutting properties and the surrounding area compared to the impact of development that is permitted outright." (MMC 17.56.010 C.2.)

1. What will be done to minimize adverse impact, as required? There is very minimal impact for this use.
2. What will be the hours of operation of the proposed use? 24/7 - on-call for dispatching crews 4-5 months out of the calendar year.

- C. "The location and design of the site and structures for the proposed use shall be as attractive as the nature of the use and its setting warrants." (MMC 17.56.010 C.3.)

1. Describe the appearance of property and structures adjacent to the property proposed for Conditional Use: Gravel area for parking and a mobile office which will have no affect on the land.
2. Describe how the appearance of the property will change because of proposed use: Mobile office will be placed all year long.
3. Describe changes of appearance of existing buildings and structures because of proposed use: NONE
4. Describe exterior materials and finish of any proposed buildings and other structures: 8x20 Mobile Office Trailer with functioning lighting. Mobile office will be 3-4 ft. off the ground.

5. Describe, in detail, proposed landscaping to be used (including lawns, flowering plants, shrubs, trees, etc.), and indicate locations on the required Site Plan or scale drawing: None

D. "Proposed use shall preserve assets of particular interest to the community." (MMC 17.56.010 C.4.)

1. What assets are to be preserved? The Community will have an opportunity to be part of the wildland fire crew to help protect land/forest from fires.
2. What will be done to preserve these assets, as required? Good conduct coming from firefighters
3. What assets will be destroyed or changed? NA

E. "The applicant shall have a bona fide intent and capability to develop and use the land as proposed, and has some appropriate purpose for submitting the proposal, and is not motivated solely by such purposes as the alteration of property values for speculative purposes." (MMC 17.56.010 C.5.)

1. a. Describe the evidence of your intent and capability to develop and use the property as proposed:
I as a farm-forest contractor have been in the business since 1991. Many years of experience training firefighters to preserve forests & habitat
- b. If proposed use is approved, how long thereafter will it be before proposed use begins? As soon as possible
- c. What is estimated total cost to develop and use the property as proposed? \$ 2,200
- d. How will this cost be financed? Provide details: Paid by check
- e. If development will require borrowing, what lender has committed to provide the necessary financing? NA
2. a. Describe your purpose in submitting this proposal: To have a large enough vacant area to assemble (1) one fire crew
- b. Describe, in detail, the long-range plans for this Conditional Use: Dispatching will be during summer. Lot will be vacant during off season.

City of Metolius – Application for CONDITIONAL USE – page 6 of 9

- F. PLEASE NOTE: "Any change in an approved conditional use shall require approval of an amended conditional use permit in accordance with the procedures set forth in this chapter. All conditional uses shall require continuing compliance with the terms of the approved conditional use and approved site plan, if any." (MMC 17.56.010 C.6.)

Acknowledged: _____

14. Does the Conditional Use involve construction, reconstruction, alteration, improvement, erection, or moving in, of any building, storage sheds, fences, decks or other structures, or changes in use?

A. Answer: Yes If "Yes", describe in detail: Adding Mobile office

- B. 1. If "Yes", Site Plan review and approval is required. (Planning Commission may require Site Plan even if no construction, reconstruction, alteration, improvement, erection, or moving in, of any building, storage sheds, fences, decks or other structures, or changes in use. (MMC 17.56.010 B., D.1., and D.2.j.)
- a. Secure Site Plan application forms from City Recorder. (MMC 17.08.040)
- b. Be certain completed Site Plan application, Site Plan drawing, and any additional requirements are attached to this application. (Skip #15, go to #16.)
2. If "No", Site Plan review and approval is not required, however a scale drawing of the entire property is required and shall include the information listed under item 15, below. The drawing and other data provided must include all information needed to fully consider this application. (Continue at #15; do not skip any.) (MMC 17.56.010 B., D.1., and D.2.j)

15. Provide a scale drawing of the property: (MMC 17.56.010 B., D.1., and D.2.j.) Please be complete and thorough in providing applicable information to avoid delay in reviewing this request.

Wherever applicable, this drawing shall include:

- A. Where an attachment of a minor addition to an existing building or structure is proposed, the drawing shall indicate the relationship of said proposal to the existing buildings and structures, but need not include other data required in subsections B. through T., below;
- B. Showing actual shape, dimensions and orientation of the parcel;
- C. Showing the locations and details of all buildings and structures, including fences, both existing and proposed;
- D. Showing location, layout and details of all off-street parking and loading facilities;
- E. Showing locations and details of all points of entry and exit for motor vehicles, and internal circulation pattern(s);
- F. Showing location of all walls and fences and indication of their height(s) and materials of their construction;
- G. Showing locations and details of exterior lighting standards and devices;
- H. Showing locations, sizes and details of exterior signs and outdoor advertising;
- I. Showing location and details of landscaping, lawns, trees, shrubs, etc.;
- J. Showing Locations and details of grading and slopes where they affect relationship of buildings and drainage;
- K. Indicate of heights of buildings and structures;
- L. Indicate proposed use of buildings shown on the site;
- M. Provide any other architectural or engineering data which may be required to allow necessary findings that the provision of this title are complied with;

City of Metolius – Application for CONDITIONAL USE – page 6 of 9

- F. **PLEASE NOTE:** "Any change in an approved conditional use shall require approval of an amended conditional use permit in accordance with the procedures set forth in this chapter. All conditional uses shall require continuing compliance with the terms of the approved conditional use and approved site plan, if any." (MMC 17.56.010 C.6.)

Acknowledged: _____ J.C.O.

14. Does the Conditional Use involve construction, reconstruction, alteration, improvement, erection, or moving in, of any building, storage sheds, fences, decks or other structures, or changes in use?

A. Answer: _____ If "Yes", describe in detail: _____

- B. 1. If "Yes", Site Plan review and approval is required. (Planning Commission may require Site Plan even if no construction, reconstruction, alteration, improvement, erection, or moving in, of any building, storage sheds, fences, decks or other structures, or changes in use. (MMC 17.56.010 B., D.1., and D.2.j.)

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- B. Showing actual shape, dimensions and orientation of the parcel;
- C. Showing the locations and details of all buildings and structures, including fences, both existing and proposed;
- D. Showing location, layout and details of all off-street parking and loading facilities;
- E. Showing locations and details of all points of entry and exit for motor vehicles, and internal circulation pattern(s);
- F. Showing location of all walls and fences and indication of their height(s) and materials of their construction;
- G. Showing locations and details of exterior lighting standards and devices;
- H. Showing locations, sizes and details of exterior signs and outdoor advertising;
- I. Showing location and details of landscaping, lawns, trees, shrubs, etc.;
- J. Showing Locations and details of grading and slopes where they affect relationship of buildings and drainage;
- K. Indicate of heights of buildings and structures;
- L. Indicate proposed use of buildings shown on the site;
- M. Provide any other architectural or engineering data which may be required to allow necessary findings that the provision of this title are complied with;

City of Metolius – Application for CONDITIONAL USE – page 7 of 9

- N. Showing location and details of sidewalks, walkways, patios, courtyards and/or decks;
 - O. Showing location and details of storm drainage system, including but not limited to, drainage and grading plan, existing topography and elevations. Construction grading or other manmade changes shall not be allowed to increase runoff which may affect downstream property or properties. Additional runoff must be contained within on-site systems or an approved drainage system.
 - P. Showing location and details of existing utilities (ie., electric, gas, television, telephone, water, etc.);
 - Q. Showing location and details of sanitary sewer system or location and details of septic tank(s) and drain field(s);
 - R. Showing location and details of water supply, showing size of main(s), water flow(s), and size of water line(s);
 - S. Showing location and details for existing and, if any, proposed fire hydrants with size and flow date;
 - T. Showing location and details of proposed public improvements;
 - U. Specify and describe intended type of occupancy for the structure (i.e., assembly, educational, manufacturing, processing, storage and type of contents, etc.);
16. "In permitting a conditional use, or the modification of a conditional use, the planning commission may impose, in addition to those standards and requirements expressly provided by this title, any additional conditions the planning commission considers necessary to protect the best interests of the surrounding property or the city as a whole." (MMC 17.56.010 B.)

"In permitting a new conditional use, or the alteration of an existing conditional use, the planning commission or city council may impose, in addition to those standards and requirements expressly specified by this title, additional conditions which the city considers necessary to protect the best interests of the surrounding area or the city as a whole." (MMC 17.56.010 D.1.)

"These conditions may include, but are not limited to, the following:"
(see MMC 17.56.010 D.2., a. through j., for list)

Please provide the following information to aid the Planning Commission in determining amount and kind of off-street parking and loading facilities required:

- A. Will the proposed use require having employees? Yes If "Yes", how many, total, both
1. full time _____, and 2. part time 20
- B. What is the largest total number of people who will use the property at any one time? 20
- C. 1. For churches, lodges, schools, or libraries, how many adults may be seated in the main assembly areas? NA
- 2. For governmental uses, public utilities and public services:
 - a. How many permanent employees will there be? NA
 - b. How many seats will be provided in the main assembly area? NA
- 3. For professional offices or medical facilities, how many permanent employees? NA
- 4. For home occupations, how many adults, total, may use the property at any one time? NA
- 5. For Commercial (C-1) zone requirements for off-street parking and loading facilities, see MMC 17.44 and provide the information required.
- 6. For Industrial (M-1) zone requirements for off-street parking and loading facilities, see MMC 17.44 and provide the information required.
- 7. For Open Space/Public Facilities (O/S) zone requirements for off-street parking and loading facilities, see MMC 17.44 and provide the information required.
- D. How many off-street parking spaces will be provided on the property? 10

Applicant(s) please be certain you have attached Site Plan or any scale drawings and other requirements necessary to meet the requirements of City Code, ordinances and policies, as requested.

City of Metolius – Application for CONDITIONAL USE – page 9 of 9

Applicant: Please also complete this section:

(Please print name(s) and address(s))

Property Owner(s) Cristofor Solis & Dominga Solis Phone 541 420-6714

Mail Address 570 Jefferson Ave City Metolius, OR St/Zip 97741

Application Filed By Jose C. Orozco Phone 503 876-6303

Mail Address PO Box 72 City Independence St/Zip OR 97351

FOR CITY USE ONLY

Date Received _____ Fees Received \$ _____ Receipt # _____ Received By _____

1st request for additional info (what?) _____
Date requested _____ Date received _____

2nd request for additional info (what?) _____
Date requested _____ Date received _____

3rd request for additional info (what?) _____
Date requested _____ Date received _____

4th request for additional info (what?) _____
Date requested _____ Date received _____

Date Notice given to Applicant(s) that application is complete? _____

Date scheduled for Public Hearing: _____

Date Applicant notified: _____

Name of newspaper where notices published: _____ (Attach Copy)

Date(s) Notice published: _____

Date Notices mailed to parties within 100 feet of property: _____

Planning Commission Decision: _____ Date _____

City Council Decision: _____ Date _____

Metolius Municipal Code (MMC) sections affecting Conditional Uses:

MMC 17.56.010 – Authorization to Grant or Deny Conditional Uses

MMC 17.56.020 – Procedure for Taking Action on a Conditional Use Application

MMC 17.56.030 – Time Limit on Permit for Conditional Use

MMC 17.08.020 – Building Permits (incl. Notices of Intent to Construct, etc.)

MMC 17.08.030 – Appeals

MMC 17.08.040 – Form of Petitions, Applications and Appeals

MMC 17.08.050 – Filing Fees

MMC 17.08.060 – Public Hearings

MMC 17.08.020 – Authorization of Similar Uses

MMC 17.04.030 – Interpretation

MMC 17.08.100 – Abatement and Penalty

City of Metolius – Application for CONDITIONAL USE – page 8 of 9

Applicant(s) declare that the answers and statements in this application and supporting materials and data are correctly recorded, complete and true to the best of their knowledge and belief.

Signature of Applicant(s)
(If other than owner(s))

Jose C. Orozco

Date 5/29/19

Date _____

The Owner(s) consent to this application and declare that the answers and statements made in this application and supporting materials and data are correctly recorded, complete and true to the best of their knowledge and belief.

Signature of Owner(s)

*Christopher Solis

Date 5/29/19

*Dominga Solis

Date 5/29/19

May 22, 2019

I Dominga & Cristobal Solis give Jose Carmen Orozco approval and authorization to have full access to my property located at address 570 Jefferson Ave. Metolius, Oregon 97741 for all purposes of his assembly and inspection of his firefighting crew for his company J.C. Orozco Reforestation Inc. Jose C. Orozco has my permission to use the property for dispatching fire crews to incidents throughout the entire 2017 IFCA Fire Agreement including any extensions given by the Oregon Department of Forestry.

Cristobal Solis 5/29/19
Cristobal Solis Date

Dominga Solis 5/29/19
Dominga Solis Date

Jose C. Orozco 5/29/19
Jose Carmen Orozco Date

05/28/2019 14:33

No. R007 11

P 002/002

#4238

S414756011

Madras Erickson Thruway

17.04.2030 09:39

May 22, 2019

OPERATIONS PLAN

J.C. Orozco Reforestation, Inc. has been in business providing wildland firefighting crews for the Oregon Department of Forestry since 1991. Our operational plan will be active during fire season 4-5 months out of the year. When our crews members have been trained we then status our crew as available for the ODF to view when fire crews are needed. We will be using the proposed property use as a designated dispatch location for the assembly, inspection and dispatching of our fire crew. Only one 20 person hand crew will be assigned to Metolius Dispatch Location. We will have a gravel area for parking and the set up for a temporary mobile office trailer. Parking will be used for our company vehicles throughout the season when status available. When fire crew has been dispatched the proposed site will be used as a meeting point to assemble crew, vehicle and crew member inspections. If you have any additional questions regarding our operations plan feel free to contact me via email at elvaorozco@msn.com or by phone at (503) 949-6303.

Sincerely,

Jose C. Orozco
President

DRIVEWAY

OFFICE TRAILER MEASURES 8X20 FT

PORTABLE RESTROOM

MOBILE OFFICE TRAILER

3,000 SQ. FT GRAVEL

PARKING FOR
COMPANY PICKUP
VEHICLES AND
ASSEMBLY OF FIRE
CREW

APPROXIMATELY

50 FT. FROM

BUILDING

TORTILLERIA SOLIS
RESTAURANT

ENTRANCE
TO
RESTAURANT



SIDEWALK

PROPOSED USE

JEFFERSON AVE.

ESTABLISHED STRUCTURE

**INTERGOVERNMENTAL AGREEMENT
CITY OF CULVER – CITY OF METOLIUS
REGARDING SHARED OWNERSHIP DUMP TRAILER**

THIS AGREEMENT is hereby entered into between the CITY OF CULVER, a political subdivision of the State of Oregon, hereinafter referred to as "Culver", and the CITY OF METOLIUS, a political subdivision of the State of Oregon, hereinafter referred to as "Metolius". This Intergovernmental Agreement is hereby executed between the parties pursuant to ORS 190.010.

RECITALS:

1. Each City, by and through their City Councils has determined that each City has a need to own a Dump Trailer for City maintenance
2. It has been determined by the City Councils for each City that neither City can individually afford to purchase a Dump Trailer and that it is desirous for the Cities to jointly obtain, purchase and maintain such a device.
3. The Parties are entering into this Agreement to establish the responsibility of each Party for providing insurance, maintenance costs, and setting out the obligations and liabilities of each party thereto.

AGREEMENT: Now therefore, based on and in consideration of the foregoing recitals which are acknowledged and agreed, and form part of the consideration hereof and further based upon and in consideration of the mutual promises and agreements provided below, IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

4. Metolius shall purchase a Dump Trailer through Central Oregon Trailers.
5. The parties shall jointly own the Dump Trailer with Culver having a 49% ownership interest and Metolius having a 51% ownership interest.
6. The parties shall jointly and equally share the cost of licensing and insuring the Dump Trailer and shall jointly and equally share the cost of maintenance as set forth below.
7. It is agreed between the Parties that the Dump Trailer shall be used by each Party as the need arises. When the Dump Trailer is in the possession of either Party, the maintenance staff of each individual City shall be liable for providing general maintenance. Additionally, each Party shall provide such other specialized maintenance as needed to safely and efficiently operate the Dump Trailer, and each Party shall also be liable for any small repairs that are necessary to render the Dump Trailer to a workable condition while the Dump Trailer is in their possession. All maintenance on the Dump Trailer shall be recorded in the logbook for the Dump Trailer, which shall be maintained with the Dump Trailer. For the purpose of this Agreement, a small repair shall be defined as any repair not exceeding \$500.00. At any time that possession of the Dump Trailer is given from one City to the other, it shall be presented for exchange and maintained by the relinquishing City.

8. In the event that a major repair is needed to render the Dump Trailer workable, the responsibility for making said repairs shall be determined as follows:
 1. In June of each year, the Councils for both Parties of this agreement shall review the logbook to determine the amount of any repairs made since the last balancing of payment for repairs by the parties or since the execution of this agreement.
 2. Each City shall be equally responsible for repairs made to the Dump Trailer.
 3. The City proposing to make the proposed repair, i.e., the City in whose possession the Dump Trailer is at the time that the repair is needed, shall cause the repairs to be made pursuant to all the conditions contained in ORS 279 and/or any Oregon Administrative Rules that may govern the procurement of repair services for the Dump Trailer.
 4. If a bid for the major repair exceeds the amount of \$500.00 then the Dump Trailer shall not be repaired unless both Parties by and through their City Councils have agreed to make said repair.
 5. In the event of an emergency, if the City in which the emergency exists, deems that a major repair to the Dump Trailer needs to be made due to the emergency, that Party may cause the repair to be made and later submit a bill to the other Party for its proportionate share of expenses for the major repair. However, the responding Party is not responsible to the remitting Party for payment of its proportional share of the major repair unless the costs of the repair has been ratified by the responding Party's City Council.
 6. In any case where there is a dispute about the proposed repair or maintenance for the Dump Trailer, the Parties hereby agree to meet in joint session to resolve the dispute. If the dispute is not resolved by a joint meeting or the City Councils, then the parties agree to place the matter in binding arbitration.
9. Each Party shall provide comprehensive blanket liability insurance covering the Dump Trailer and any personnel operating the same. Both policies of insurance shall carry respective waivers of subrogation as to the other Party. Neither Party shall be liable to the other for any insured damage to the Dump Trailer except for damage to the Dump Trailer caused by the gross negligence or intentional acts of any employee of either Party. Each Party hereby agrees to maintain liability insurance in the limits required by Oregon law. Neither Party shall allow any person other than a designated employee of that Party to operate or use the Dump Trailer without express written consent of each Parties' City Council. Neither Party shall be responsible to the other Party for any damage, injury, personal injury caused to any other individual while the Dump Trailer is being used or operated by the other Party to this agreement. Each Party hereto will defend and hold the other Party harmless therefrom any claim or lawsuit filed against either Party due to injuries sustained by the operation of the Dump Trailer by either Party to this agreement.
10. While the Dump Trailer is in the possession of either Party to this Agreement, that Party shall cause the Dump Trailer to be properly housed and maintained to avoid damage to the Dump Trailer other than normal wear and tear. The City of Metolius shall be primarily responsible for housing the Dump Trailer, at no cost the Culver.
11. Each City shall relinquish possession of the Dump Trailer to the other City when notified of an emergency need of the requesting City. If both Cities have emergency need, the City in possession shall take all steps necessary to quickly remedy that City's emergency and deliver the possession to the other City.

12. This agreement was prepared by Metolius' City Recorder. Both Cities have reviewed this agreement with their respective attorneys.

THIS AGREEMENT IS ENTERED INTO AS OF THE LAST EXECUTION DATE PROVIDED BELOW.

CULVER:

MAYOR

DATE

ATTESTED BY:

CITY RECORDER

DATE

METOLIUS:

MAYOR

DATE

ATTESTED BY:

CITY RECORDER

DATE

CERTIFICATE OF COVERAGE

Agent
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



citycounty insurance services
cisoregon.org

Named Member or Participant
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Companies Affording Coverage
COMPANY A - CIS
COMPANY B - National Union Fire Insurance Company of Pitts, PA
COMPANY C - RSUI Indemnity
COMPANY D - Chubb

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability	A	19LMET	7/1/2019	7/1/2020	General Aggregate:	\$15,000,000
X	Commercial General Liability					Each Occurrence:	\$5,000,000
X	Public Officials Liability						
X	Employment Practices						
X	Occurrence						
X	Auto Liability	A	19LMET	7/1/2019	7/1/2020	General Aggregate:	None
X	Scheduled Autos					Each Occurrence:	\$5,000,000
X	Hired Autos						
X	Non-Owned Autos						
X	Auto Physical Damage	A / C	19APDMET	7/1/2019	7/1/2020		
X	Scheduled Autos						
X	Hired Autos						
X	Non-Owned Autos						
X	Property	A / C	19PMET	7/1/2019	7/1/2020		Per Filed Values
X	Boiler and Machinery	D	19BMET	7/1/2019	7/1/2020		Per Filed Values
	Excess Liability						
	Excess Crime						
	Excess Earthquake						
	Excess Flood						
	Excess Cyber Liability						
	Difference in Conditions						
X	Workers' Compensation	A	19WCMET	7/1/2019	7/1/2020	Coverage A and B	

Description:


Jefferson County, its officers, agents, and employees are additional participant but only with respect to named participants activities to be performed under this contract and only with respect to negligent claims for bodily injury or property damage where the named participant is deemed to have liability.

Certificate Holder:

Jefferson County
66 SE D Street Suite B
Madras, OR 97741

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By:



Date:

6/6/19

CERTIFICATE OF COVERAGE

Agent
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



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cisoregon.org

Named Member or Participant
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Companies Affording Coverage
COMPANY A - CIS
COMPANY B - National Union Fire Insurance Company of Pitts, PA
COMPANY C - RSUI Indemnity
COMPANY D - Chubb

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability Commercial General Liability Public Officials Liability Employment Practices Occurrence	A	19LMET	7/1/2019	7/1/2020	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
X	Auto Liability Scheduled Autos Hired Autos Non-Owned Autos	A	19LMET	7/1/2019	7/1/2020	General Aggregate: Each Occurrence:	None \$5,000,000
X	Auto Physical Damage Scheduled Autos Hired Autos Non-Owned Autos	A / C	19APDMET	7/1/2019	7/1/2020		
X	Property	A / C	19PMET	7/1/2019	7/1/2020		Per Filed Values
X	Boiler and Machinery	D	19BMET	7/1/2019	7/1/2020		Per Filed Values
	Excess Liability						
	Excess Crime						
	Excess Earthquake						
	Excess Flood						
	Excess Cyber Liability						
	Difference in Conditions						
X	Workers' Compensation	A	19WCMET	7/1/2019	7/1/2020	Coverage A and B	

Description:

The Certificate Holder is an additional participant but only with respect to named participants' activities to be performed under this contract and only with respect to negligent claims for bodily injury or property damage where the named participant is deemed to have liability.

Certificate Holder:

State of Oregon Dept. of Transportation
Access & Utility Permit Unity
455 Airport SE, Building K
Salem, OR 97301

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By:

Date:

6/6/19

Public Entity Liability Coverage Declarations



citycounty insurance services
cisoregon.org

Certificate of Membership Number: 19LMET

Coverage Period: 7/1/2019 to 7/1/2020

CIS
1212 Court St NE
Salem, OR, 97301

Named Member
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Agent of Record
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	None

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2019)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS GL (7/1/2019)

*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$5,590.36
Auto Liability	\$1,366.58
Liability Total	\$6,956.94

Patrick Priest
Executive Director, CIS Trust

Auto Physical Damage Coverage Declarations



citycounty insurance services
cisoregon.org

Certificate of Membership Number: 19APDMET

Coverage Period: 7/1/2019 to 7/1/2020

CIS
1212 Court St NE
Salem, OR, 97301

Named Member
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Agent of Record
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$1,459.80
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

*This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Total Contribution:

\$1,459.80

Forms Applicable:

CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2019)

**Current CIS Auto Schedule

Patrick Priest
Executive Director, CIS Trust

Property Coverage Declarations



citycounty insurance services
cisoregon.org

Certificate of Membership Number: 19PMET

Coverage Period: 7/1/2019 to 7/1/2020

CIS	Named Member	Agent of Record
1212 Court St NE	City of Metolius	PayneWest Insurance-Madras
Salem, OR, 97301	636 Jefferson Ave.	PO Box 680
	Metolius, OR 97741	Madras, OR 97741

Coverage Limits (Per Occurrence):*

	Per current CIS Property Schedule
Building and Contents and PIO	
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0
Extra Items (if any):	

*This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:	Per current CIS Property Schedule.
Perils Covered:	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
Deductibles:	<p>\$1,000 Per occurrence except as noted and as follows (if any).</p> <p>\$1,000 Per occurrence on scheduled mobile equipment items.</p> <p>Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.</p>
Total Contribution:	<p>\$6,520.40 (Property) \$0.00 (Excess Earthquake)</p> <p>\$0.00 (Excess Flood) \$0.00 (Difference In Conditions)</p>
Forms Applicable:	CIS Property Coverage Agreement - CIS PR (7/1/2019)

Patrick Priest

Patrick Priest
Executive Director, CIS Trust

Equipment Breakdown Coverage Declarations



citycounty insurance services
cisoregon.org

Certificate of Membership Number: 19BMET

Coverage Period: 7/1/2019 to 7/1/2020

	Named Member	Agent of Record
CIS	City of Metolius	PayneWest Insurance-Madras
1212 Court St NE	636 Jefferson Ave.	PO Box 680
Salem, OR, 97301	Metolius, OR 97741	Madras, OR 97741

Coverage Limits:*

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:

Per current CIS Property Schedule.

Deductible:

\$1,000 All Coverages; 24 hour waiting period applies for service interruption.

Contribution:

Included

Forms Applicable:

CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2019)

Patrick Priest
Executive Director, CIS Trust

Workers' Compensation 2019-2020 Renewal Invoice



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CIS Guaranteed Cost Plan

Named Member
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Agent of Record
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

Member Number: 10135
Invoice Date: 6/10/2019
Invoice Number: PO-MET-W2019-00

Class Code - Description	Estimated Payroll	Rate*	Contribution
0251 - IRRIGATION WORKS OPERATIONS	\$11,500.00	6.3242	\$727.28
5506 - STREET/ROAD MAINTENANCE	\$15,970.00	13.1119	\$2,093.97
7580 - SEWER	\$37,680.00	5.8916	\$2,219.95
8380 - GARAGE/SHOP	\$17,983.00	5.0367	\$905.75
8742V - VOLUNTEER BOARDS/COMMISSIONS/PUBLIC OFFICIALS	\$7,500.00	0.4635	\$34.76
8810 - CLERICAL	\$41,056.00	0.1339	\$54.97
8820 - ATTORNEYS/JUDGES/BAILIFFS/COURT CLERKS	\$22,200.00	0.2060	\$45.73
9015 - BUILDING MAINTENANCE & LIFEGUARDS	\$2,200.00	5.3972	\$118.74
9102 - PARKS MAINTENANCE	\$12,854.00	6.8907	\$885.73
9402 - STREET/SEWER CLEANING & SNOW REMOVAL	\$2,500.00	8.9713	\$224.28
Subtotals (pay invoice total below)	\$171,443.00		\$7,311.18

*Rate: Per \$100 of Est. Payroll. This is provided to assist members with their budgeting process. Rate includes applicable rating factors except calculations in the detail below.
Due to rounding of decimal points on Member Rate, multiplying Est. Payroll by Member Rate may not equal Contribution exactly.

Quarterly Payment Option

Payment	Due Date	Payment Due
1	08/15/2019	\$2,296.17
2	10/01/2019	\$2,296.17
3	01/01/2020	\$2,296.17
4	04/01/2020	\$2,296.16

Invoice Detail

Estimated Manual Contribution**		\$7,311.18
Experience Rating Modification Factor	x	1.25
Estimated Adjusted Contribution	=	\$9,138.97
State Assessment (8.00% of Adjusted Contribution)	+	\$731.12
Multi-Line Credit	-	\$685.42
Total Due	=	\$9,184.67

Payment Due includes Agent compensation of \$456.95

**Final contribution will be determined by audited payroll

Balances are due by 08/15/2019. Late fees will accrue thereafter.

Make Checks Payable To: CIS / PO Box 6836, Portland, OR 97228-6836

ACH Direct Payment: Please request Authorization form and instructions from accounting@cisoregon.org or from Stephanie at 503-763-3834.

**Property/Liability
2019-2020 Renewal Invoice**



citycounty insurance services
cisoregon.org

Named Member
City of Metolius
636 Jefferson Ave.
Metolius, OR 97741

Agent of Record
PayneWest Insurance-Madras
PO Box 680
Madras, OR 97741

Member Number: 10135
Invoice Date: 6/10/2019
Invoice Number: PO-MET-I2019-00

Coverage	Description	Amount	Total
General Liability (Standard)	Contribution	\$5,590.36	
	Multi-Line Credit	(\$419.28)	
			\$5,171.08
Auto Liability	Contribution	\$1,366.58	
	Multi-Line Credit	(\$102.49)	
			\$1,264.09
Auto Physical Damage	Contribution	\$1,459.81	
	Multi-Line Credit	(\$109.49)	
			\$1,350.32
Property	Contribution	\$6,520.40	
	Multi-Line Credit	(\$489.03)	
			\$6,031.37
Optional Excess Liability	Not Purchased		\$0.00
Optional Excess Quake	Not Purchased		\$0.00
Optional Excess Flood	Not Purchased		\$0.00
Optional Excess Crime	Not Purchased		\$0.00
Optional Excess Cyber Liability	Not Purchased		\$0.00
Difference In Conditions	Not Purchased		\$0.00
Invoice Summary			
	Contribution	\$14,937.15	
	Multi-Line Credit	(\$1,120.29)	

\$13,816.86

Total includes Agent compensation of \$1,493.72

Balances are due by 08/15/2019. Late fees will accrue thereafter.

Make Checks Payable To: CIS / PO Box 6836, Portland, OR 97228-6836

ACH Direct Payment: Please request Authorization form and instructions from accounting@cisoregon.org or from Stephanie at 503-763-3834.



City of Metolius
636 Jefferson Avenue
Metolius, OR 97741

Phone: 541-546-5533
Fax: 541-546-8809
Email: cmetolius636@gmail.com

May 29, 2019

RCDI Review Committee
USDA Rural Development
Oregon State Office
1220 SE 3rd Ave., Suite 1801
Portland, OR 97204

Re: City of Metolius Matching Funds Allocation

Dear RCDI Review Committee,

My name is John Chavez, and I am the elected Mayor of the City of Metolius, Oregon. The City is excited to engage in economic development activities with COIC, one of our regional partners.

The City of Metolius has set aside funds for economic development efforts over the past fifteen years, and out of this amount we have allocated \$12,500 to be used as match for COIC's RCDI application.

Please accept this letter as verification that these funds have been made available, and that they are eligible for use as matching funds for economic development grant applications.

Sincerely,

Mayor John Chavez
On behalf of the City of Metolius

INTERGOVERNMENTAL AGREEMENT – METOLIUS VISION

This Intergovernmental Agreement – Metolius Vision (this “Agreement”) is dated _____, 2019, but made effective for all purposes as of the Effective Date (as defined below), between City of Metolius (“City”), an Oregon municipal corporation, whose address is 636 Jefferson Avenue, Metolius OR 97741, and Central Oregon Intergovernmental Council (“COIC”), an ORS Chapter 190 organization, whose address is 334 NE Hawthorne Ave., Bend, Oregon 97701.

RECITALS:

A. City desires to contract with COIC to perform certain facilitation services concerning the Metolius Vision project. COIC will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

B. This Agreement is made by the parties pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations 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. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, COIC will perform the following services for and on behalf of City (collectively, the “Services”): (a) those services described in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by COIC in connection with its performance of those services described in the attached Schedule 1.1; and (c) such other related services requested by City from time to time. COIC will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City Mayor (or his designee) and perform the Services under the general direction of the City Mayor (or his designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to timely and properly perform the Services in accordance with this Agreement.

1.2 Schedule of Services; Conditions Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule of services provided on the attached Schedule 1.2. COIC and City will routinely consult with each other to ensure effective and efficient provision of the Services and minimize expense.

1.3 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City’s performance of its obligations under this Agreement is conditioned on COIC’s performance of its obligations under this Agreement, including, without limitation, those COIC obligations described under Section 4.4.

and delivery of this Agreement by COIC and the performance by COIC of all COIC's obligations under this Agreement will not (a) breach any agreement to which COIC is a party, or give any person the right to accelerate any obligation of COIC, (b) violate any law, judgment, or order to which COIC is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. COIC will perform the Services to the best of COIC's ability, diligently and without delay, in good faith, in a professional manner, and in accordance with this Agreement. The Services will be performed in accordance with the Laws (as defined below). COIC will be solely responsible for the Services. COIC will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by COIC will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, COIC will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to COIC's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by COIC in connection with COIC's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. If required by Oregon law, COIC will obtain and maintain workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance COIC is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. COIC's insurance will be primary and any insurance carried by City will be excess and noncontributing. COIC will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements COIC is required to obtain under this Agreement upon COIC's execution of this Agreement and at any other time requested by City. If COIC fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by COIC immediately upon City's demand.

4.4 Compliance With Laws. COIC will comply and perform the Services in accordance with the Laws. Prior to the Effective Date, COIC obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning COIC, this Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Indemnification. COIC releases and will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation,

5.4 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay COIC for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), COIC will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

5.5 Remedies. If a party breaches and/or otherwise fails to perform any of its representations, warranties, covenants, 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 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.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. COIC will not assign any of COIC's rights and/or obligations under this Agreement to any person. Subject to the immediately preceding sentence, 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 agreement signed by each party. This Agreement will be deemed binding and effective for all purposes as of the date this Agreement is fully executed by the parties (the "Effective Date").

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and COIC will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

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

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

CITY:

City of Metolius,
an Oregon municipal corporation

COIC:

Central Oregon Intergovernmental Council.
an Oregon intergovernmental entity formed
under ORS Chapter 190

By: John Chavez
Its: Mayor

By: Tammy Baney
Its: Executive Director

Stage	Goal(s)	Activities
1	<ul style="list-style-type: none"> Develop Vision project leadership Design the Vision Process Stakeholder Outreach and Recruitment 	<ul style="list-style-type: none"> Form a “project management team” (PMT) to co-design the vision process, serve as champions for the vision, and help manage communications to the rest of the community Design the process and develop an outreach plan (coordinated with existing community events) Build a website/landing page or other public communication tool Project Kick-off community event/celebration completion of community project
2	<ul style="list-style-type: none"> Public Outreach and Data Collection 	<ul style="list-style-type: none"> Conduct Stakeholder interviews with community leaders and partners Begin outreach plan and launch community survey (coordinate outreach with existing community events) Collect data to develop a community profile, including demographics and trends
3	<ul style="list-style-type: none"> Analysis and Goal-Setting 	<ul style="list-style-type: none"> Based on community feedback, conduct a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis, with the goal of identify community assets and how we can build on them Identify and prioritize community goals, priority projects, and strategies to achieve them
4	<ul style="list-style-type: none"> Vision and Plan 	<ul style="list-style-type: none"> Create a vision statement Identify lead partners to take on priority projects Generate lists of resources available support priority projects Create an action plan for top 3-5 priority projects, breaking projects into manageable steps assigned to specific organizations/ individuals, identifying needed resources, and setting a timeline for completion.



MADRAS
SANITARY SERVICE
COMMERCIAL RESIDENTIAL INDUSTRIAL

PO Box 82 Madras, OR, 97741 Phone: 541-475-2071
Fax: 541-475-9244
madrassanitary@madras.net

Madras Sanitary Service – Rate Proposal
To the City of Metolius

In accordance with Metolius City ordinance no. 170, we are requesting a change in our rates for garbage collection services. A schedule of our proposed rates is attached. We propose that new rates become effective as of September 1, 2019.

Our last rate increase was July 1, 2011.

In the past eight years we have experienced an increase in many of our costs of doing business. For example, we have seen 25% increases in the rate of our PUC mileage tax; landfill tipping fees; and health insurance rates.

Hourly wages for our drivers have increased approximately 23% (With an annual average increase of 2.88%, we strive to make sure our employees' wages keep up with the rate of inflation). With unemployment at historic lows we are struggling to keep our wages competitive. Two employees recently gave notice that they are leaving to take higher-paying jobs.

With the recent passage of a state-wide gross receipts tax, we will be financially impacted on that front as well, both directly in what we will have to pay to the State of Oregon, as well as the additional costs that our vendors and suppliers will have to pass on to us.

In order to continue to provide service within the City of Metolius, we do now respectfully request your approval of this rate increase.

I will make myself available to answer any questions you may have.

Sincerely,

Melanie Widmer

President

Madras Sanitary Service
Garbage Collection Rates within the City of Metolius
Proposed effective date: September 1, 2019

Monthly Rates

Automated Cart Service – Monthly rates for one pick up per week in carts provided by MSS, set at the road:

Current Rates	Proposed Rates
32 Gallon Cart \$17.85	\$19.64
64 Gallon Cart \$31.19	\$34.00
95 Gallon Cart \$42.90	\$46.33

Container Service (not including rents). Monthly rates for weekly pick up:

Current Rates	Proposed Rates
1 yard \$98.59	\$107.46
1.5 yard \$140.12	\$152.73
2 yard \$188.30	\$205.25

Extras (per each pick up, 32 gallon equivalent):

Current Rate	Proposed Rate
\$4.36	\$4.75

Hourly Rate for Drop Boxes

Current Rate	Proposed Rate
\$80.00	\$85.00

Disposal for Drop Boxes

Current Rate	Proposed Rate
\$75.00 per ton	\$82.00 per ton

ORDINANCE NO. _____

**AN ORDINANCE REMOVING HEIGHT TRANSITION SETBACKS AND
ADDING ADMINISTRATIVE APPEALS PROVISIONS**

WHEREAS, the City of Metolius has adopted the Metolius Municipal Code Book ("MMC") to regulate for the protection of the public health, safety and welfare of its citizens; and

WHEREAS, Title 17 of the MMC regulates zoning and construction within City limits; and

WHEREAS, the City finds it desirable to simplify and clarify the MMC for the ease of use of its citizens.

NOW, THEREFORE, THE CITY OF METOLIUS ORDAINS AS FOLLOWS:

SECTION 1: The Metolius Municipal Code Book is amended as follows [deleted text is struck through and new text is ***bold and italicized***]:

17.08.030 Appeals.

- A. Appeals of ruling of City Administrative Officer. Except where this chapter directs an appeal to the City Council, an appeal from a ruling of a City Administrative Officer regarding a requirement of this chapter, ***or an administrative decision made by a City Administrative Officer related to their duties under this chapter, may be made only to the Planning Commission in the same manner as set out in paragraph (B) of this subsection.*** An appeal from a ruling of the Planning Commission ***on such an appeal*** may be made only to the City Council ***pursuant to paragraph (B) of this subsection as well.***
- B. Who May File, and Requirement to File Appeal. Any aggrieved party may appeal an action or ruling of the Planning Commission ***(or City Administrative Officer)*** pursuant to this chapter within fifteen (15) working days after the decision.
1. Written Notice of Appeal Required - Written notice of the appeal shall be filed with the City Recorder, and include name, address, and phone number of appellants, decision appealed, basis for appeal, and applicable approved criteria.
 2. Failure to Make Timely Filing of Appeal - If an appeal is not filed within the fifteen (15) day period, the decision shall be final.
 3. Public Hearing Required - If an appeal ***from a ruling of the Planning Commission*** is filed, the City Council shall receive the decision and findings from the City Recorder and shall conduct a public hearing on the appeal as provided in Section 17.08.0650. ***If an appeal from a City Administrative Officer's decision is filed, the Planning Commission shall receive the decision and findings from the City Recorder and shall conduct a public hearing on the appeal in accordance with the procedures found in Section 17.08.050.***

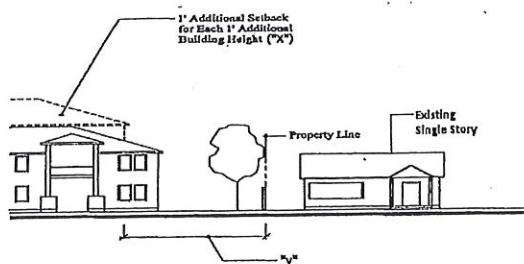
4. *Costs – Appeals based on administrative decisions made by a City Administrative Officer and appeals of Planning Commission decisions require an appeal fee to be paid to the City Recorder as directed by Section 17.08.040. An appellant who has paid the appeal fee related to an administrative decision does not have to pay a second appeal fee if they appeal the Planning Commission's findings regarding their issue to the City Council.*

SECTION 2: The Metolius Municipal Code Book is amended as follows [deleted text is struck through and new text is ***bold and italicized***]:

17.16.140 Building Height.

- A. Building(s) or structure(s), or portions thereof, shall not be erected to exceed a height of two stories and in no instance shall the structure or building exceed a vertical height of twenty-two (22) feet for flat roofs or mansard roofs or other structures, and thirty (30) feet for gable, hip or gambrel roofs as “height of building or structure” is defined in Section 17.04.040, when measured from the average grade of the lot.
- B. Multifamily Dwellings (Other than shown in Subsection A of this Section). Building(s) or structure(s), or portions thereof, shall not be erected to exceed a height of three stories, and in no instance shall the building or structure exceed a vertical height of thirty (30) feet, as “height of building or structure” is defined in Section 17.04.040, when measured from the average grade of the lot. Maximum height may further be reduced as approved during the site plan approval process as provided in Subsection C, below.

Figure 17.16.140— Building Height Transition



- C. Building Height Transition. To provide compatible building scale and privacy between developments, taller building shall “step-down” to create a building height transition to adjacent single-story building(s).

1. This standard applies to new vertically expanded buildings within twenty (20) feet (as measured horizontally) of an existing single-story building with a height of twenty (20) feet or less, as shown above.

2. ~~The building height transition standard is met when the height of the taller building (“x”) does not exceed the (1) foot of height for every one (1) foot separating the two buildings (“y”), as shown above.~~

SECTION 3. This Ordinance shall take effect 30 days after adoption by the City Council.

Passed and approved by the Common Council and signed by the Mayor of the City of Metolius, Oregon, on the ____ day of _____, 2019.

MAYOR, City of Metolius

ATTEST:

_____, City Recorder



TENNESON

ENGINEERING CORPORATION
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

3775 CRATES WAY
THE DALLES, OR 97058

PHONE (541) 296-9177
FAX (541) 296-6657

June 21, 2019

Honorable Mayor and Council
City of Metolius
636 Jefferson Avenue
Metolius, Oregon 97742

Subject: Proposed Zoning Ordinance Revisions

Dear Mayor and Council:

I apologize for not being able to attend your July Council Meeting; I am a bit under the weather right now. I have been working with Collin Edmonds on some revisions to the City's Zoning Ordinance that we feel the Council should consider. The first item is to clarify the appeal procedure on a Staff Decision and provide a definite timeline for it. A second item is to specify the street side, side yard setback at 20 feet in the residential zones. These two are fairly self-explanatory and I will not dwell on them.

The third item is the **Building Height Transition** piece that came up in the recent request to add a second story to an existing structure. In careful reading of that text, it is apparent that that requirement just does not work. The drawing does not match the text. It would require, in many cases, that a surveyor be hired by the applicant to determine the heights of the adjoining dwellings. And, in my opinion, place an undue burden on the applicant. In most cities it is quite common to have single story and two story homes side by side, meeting minimum setbacks. Our recommendation is to delete this item and replace with the language Collin has prepared.

Since we will have the Zoning Ordinance open for review and revision, there are a couple more items we would like to have the Council consider. The first item on this list is a situation that is occurring in other rural Cities that I represent, in both Sherman and Gilliam Counties. We are seeing building permit requests for a single-family dwelling, politely called a "barndominium". There is a rendering attached to this letter that shows what one looks like. These are essentially steel buildings with a living quarters built within them. There are also two story units available. The current status in the other cities is: Condon-denied, Moro-approved, and Wasco-pending. Some Cities do not mind them, and some do not care for them. I have developed a new definition of single-family dwelling that would prohibit them if the Council so chooses. Collin has the language in the proposed revision ordinance.

The final item is essentially housekeeping. Over the years, I have been questioned by what authority can the City require a plot plan. And while most Zoning Ordinances do not have specific language to that effect, it is usually an implied requirement. After a bitter situation a

City of Metolius
June 21, 2019
Page 2

few years ago, I started adding the plot plan definition in the definitions section of the Ordinance and placing the language requiring a plot plan right at the very front of the Ordinance in the Building Permits and Occupancy Section. That way, when someone says: "Show me where that requirement is written!" It can be easily found.

That is it. Collin will be able to answer your questions and I should be up and running in just a few weeks.

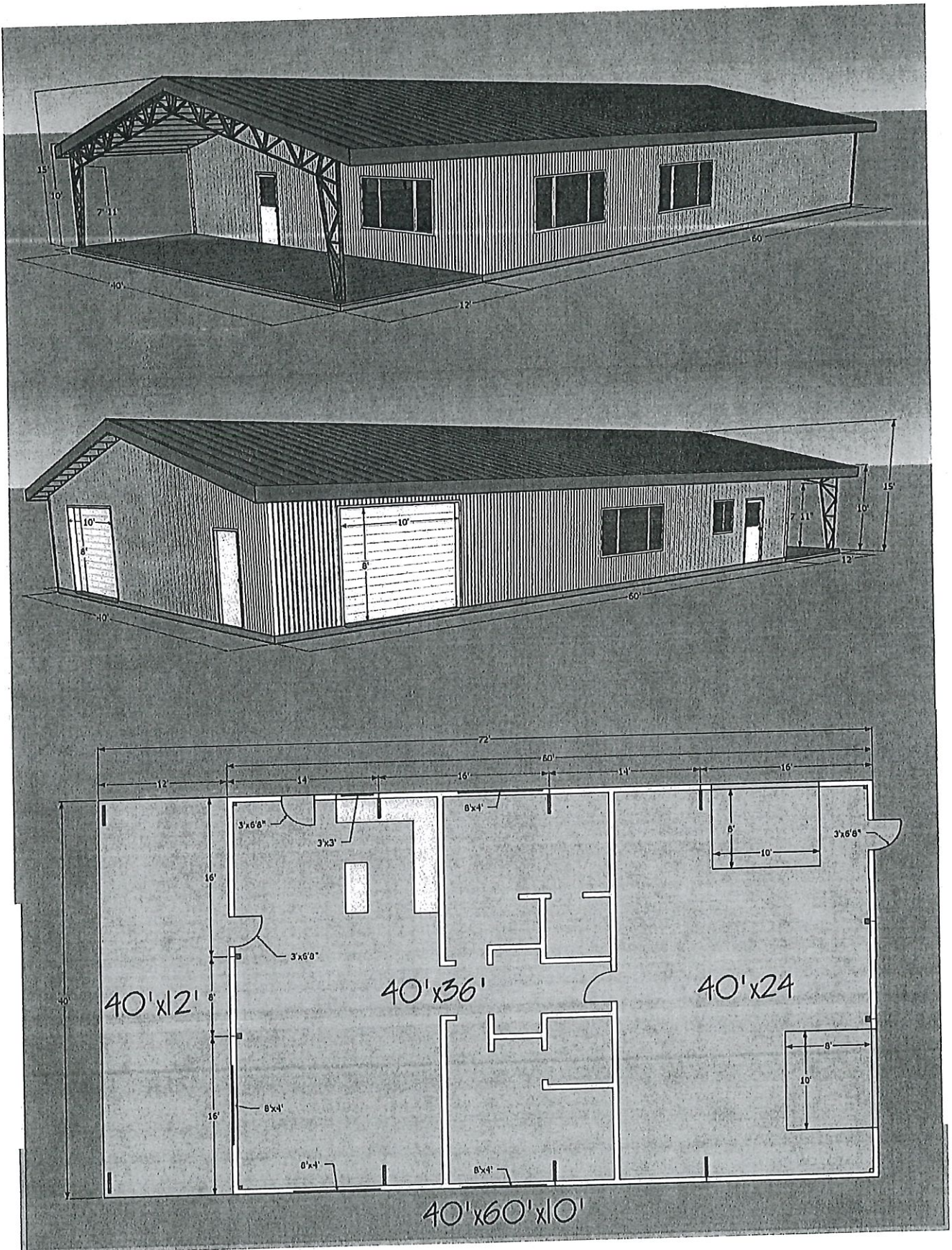
Sincerely,

/s/ Dan Meader

Dan Meader, Senior Planner

DM:kb
<wo#10212>

Enclosure



Customer Initials _____ FORM 2. BUILDING LAYOUT - ADJACENT STRUCTURE

**CITY OF METOLIUS
Request for Council Action**

Date Submitted: August 5, 2018

Agenda Date Requested: August 5, 2018

To: Mayor & City Council
From: Tasha Alegre, City Recorder
Subject: Monthly Report

TYPE OF ACTION REQUESTED: (Check One)

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

DESCRIPTION:

- A. The Business Oregon Loan for the Sewer Plant was paid off last month as requested by the Budget Committee and Council in the amount of \$35,520.05.
- B. LOC Conference has been booked and rooms have been reserved at the Red Lion Inn and Suites across from the Riverhouse.
- C. Solutions (Auditor) will be on the premises November 12th and 13th to finalize the annual audit for the fiscal year 2018-19.

July, 2019
Public Works Report
August 5th , 2019

Influent:

- 1). Received call from Paradise Northwest concerning roller flexing lines in #1 lagoon
 - a). Upon lifting discs and lines to clean found an enormous amount of plastic and rags wrapped around the lines and discs seriously reducing the capabilities of the system
- 2). Investigating the installation of a strainer system to be installed
 - a). HBH Engineering visited to review site
 - b). Sent lift station drawings to review for an estimate of installation
 - c). Request guidance to contact Tennison Eng.
- 3). Low level fuel alarm on emergency generator went out
 - a). Trouble shot with system tech on phone
 - b). Mother board of alarm out of commission
 - c). Ordered and received new mother board
 - d). waiting to install
 - e). No effect on generator
 - f). Two and a half feet of a three full tank
- 4). Investigating the connection and the installation of sewer expansion on either 6th St or 5th St alley
 - a). Connection to east end of 6th St.
 - b). Future contractor expense ?
 - c). Met with Councilor Elliot and walked possible expansion out.
 - d). Best lay would be east to west down 6th st. to Butte, then south down Butte to 7th St alley, crossing Butte then tie into the manhole at east end of alley.
 - e). Conversd with attorneys office several times and investigated the capacity of the Waste Treatment Plant in regards to the Ryon property and their proposed build
- 5). Investigating sewer line connection for duplex on 5th St.
 - a). No maps or records showing 6 In. line continuing from 5th St. and Butte.
 - b). Working with Tennison Engineering to find infrastructure drawings
- 6). Investigating placement of screen on inlet side of lift station to remove rags and debris
 - a). Contacted OAWU about grant opportunities
 - 1). Response was none available, going to contact distributor for estimate
 - b). OAWU did give some other phone numbers to contact from different organizations
 - c). Will continue to investigate

Effluent:

- 1). Irrigation on dikes de-winterized and back on-line
- 2). Tested effluent, sent to lab, and results back
- 3). Took and submitted prior to irrigation final soil samples
- 4). Investigating, with lesee, utilizing effluent on larger area using wheel lines
 - a). Calculating acreage
 - b). Will have to contact DEQ
 - c). Will have to take soil samples prior
- 5). Continued irrigation on dikes and fields
- 6). Continued reports to DEQ regarding effluent discharge
- 7). Repaired 2 irrigation lines
- 8). Sprayed dikes for broadleaf

9). New SCADA system required

- a). SCADA is original computer that monitors plant operations and faults
- b). Please see attached estimate from Taurus Controls
- c). Contacted OAWU about grant opportunities
 - 1). Response was none available
- d). OAWU did give some other phone numbers to contact from different organizations
- e). Will continue to investigate
- f). Estimate approved by budget committee and Council previously

Streets:

- 1). Met with county Public Works over fence and gate down 6th St.
 - a). Contacted owner, via letter, over the removal. Please see attachment
 - b). Delivered letter to attorney, hand to office
 - c). Received response from owner that Lee Baggett is their contractor and he'd be getting ahold of me
 - d). Awaiting response from Lee Baggett
 - e). Corresponded with owners and Nick about no response from Lee Baggett
 - f). Contacted by Sheriffs Department and arrest of one individual
 - g). Fencing removed, T posts still remain
 - h). Awaiting legal action between different owners
- 2). Received Special City Allotment application for 2019
 - a). Amount increased to \$100,00
 - b). Contacted BOLI if Max was increased from \$50,000 to \$100,00. Was not.
 - c). Contacted Jeffco Public Works for estimate on chip sealing estimate
 - d). contacted BOLI in max applied to Inter Government Agreements. It does not
 - e). Awaiting estimate from Jeffco Public works
 - f). Finished package
 - g). Submitted to ODOT
 - h). Awaiting inter agency agreement
 - i). Received IGA
 - j). Met with City of Culver and Jefferson County Public Works
 - 1). Planning on starting chip seal in July
 - k). Prepped streets and worked with County and City of Culver in laying chip seal
 - l). Planning on applying seal coat on week of 1 July
 - m). Did not do Washington as with varied street widths that were accomplished ran short of rock and oil.
 - n). Worked with Culver in crack sealing their streets. They did the same in return with us.
 - o). Completed sealing
 - p). Awaiting invoice from County, pay, and submit paperwork to ODOT
- 3). Investigating the extension of 5th St alley to city limits
 - a). Request direction on hiring county surveyor for 5th St alley and 6th St.
 - b). Called county surveyor
 - c). Survey completed
 - 1). Councilor Elliot and Public works completed survey south side of 6th and posted stakes
 - d). Continuing investigation
- 4). Metolius Elementary Safety proposal
 - a). Investigating placing pole and chain barrier in right of way on walk way in front of school (*please see attachments*)
 - 1). Continuing requirements after conversations with the attorney
- 5). Request placement of stop sign at corner of Butte Ave. and Hood Ave. to reduce speed
 - a). Have auger
 - b). Will bore and place signs end of July, beginning of August

- 6). Investigated purchase of trailer for streets and shop
 - a). Please see agenda for vote and attachment for information
 - b). Contacted City of Culver about combination purchase of dump trailer
 - 1). The City of Culver agrees that it is a good idea
 - c). Request the City of Metolius develop an agreement contract (such as the Vactor truck agreement) to present to the City of Culver City Council.
 - d). Please see attached costs for different trailers
 - e). City Hall working on IGA with Culver
- 7). Received Special City Allotment application for 2020
 - a). Amount \$100,00
 - b). Finished package
 - c). Submitted to ODOT
 - 1). Please see attached
- 8). Started seasonal worker, Phelicity Raines
 - a). Primarily working walkways, but has been utilized for irrigation, Park work, mowing, among other things
 - b). Been a very helpful position

Parks:

- 1). Public Works given direction and authorization to investigate and purchase camera system for Big Park bathrooms
 - a). Not to exceed \$350.00
 - b). Investigating wireless system
- 2). Developing plan for repair of bathroom roof at the Big Park
 - a). Materials
 - 1). Metal \$864.00
 - 2). Misc. screws, lumber, and parts \$893.00
 - 3). Total \$ 1,757.00
- 5). Recommended to investigate turning open lot across from the Desert Inn (City owned) into a grassed space
- 6). De-winterized bathrooms
- 7). Door to Female Bathroom vandalized
 - a). Broken door knob
 - b). Replaced door and knob
 - c). Closed bathroom
 - d). Re-opened bathrooms
- 8). Men's bathroom vandalized 3 times in 2 weeks (twice in one day)
 - a). Vandalized with spreaded feces, broke out partitions
 - b). Replaced door and knob
 - c). Closed bathroom
 - d). Installed game camera at entrance
 - e). Re-opened bathrooms
- 9). Constructed and installed horse shoe pits

Depot:

- 1). Started North end cleaning and organizing
- 2). Deb Mulkey submitted plan for rehabbing planter area.
 - a). Request vote for funds from general budget. \$822.65
 - b). Information turned over to Bob Bozarth
 - c). Have talked with Bob about plans for landscaping
- 3). Conducted 4 events
- 4). Added 4 lights in the North End to aide in train set construction

Irrigation:

- 1). Irrigation, closed all drain valves
- 2). Pump house pumps plugs all installed
- 3). Making preps for upcoming irrigation season
- 4). Attended mtg with Martins Commons (Mayor Chavez and Councilor Elliot)
 - a). Agreed to pull meter at Dover Ave. for calibration
 - b). Vactored out hole to remove meter
 - c). Removed meter
 - d). Shipped to McCrometer for calibration
 - 1). Awaiting return of meter to install
 - e). Meter returned and installed
- 5). Irrigation season started
 - a). Plan on starting twice a week irrigation week of 3 through 7 June
 - b). Contacted and planned with elementary school to irrigate on Wednesdays with parks to possibly correct over usage and charging
- 6). Repaired 12 Buckners
- 7). Repaired 1 Main leak
- 8). Cleaned dragon filter twice after NUID canal treatment

Other:**Phones:**

- 1). Investigating cost and availability of using same cell carrier and changing to smart phones to have internet capability in the shop and in the field
 - a). City Hall investigating

Roy Harts:

- 1). Contacted by contractor for driveway entrance and sidewalk requirements
- 2). Gave contractor specs from City of Metolius Standards
- 3). Inspected 6 driveways
- 4). Investigated with mayor and council the design and lack of Roy Harts streets being placed as design
- 5). Lot 30 has improper sewer line slope from original install
 - a). Line backs up toward house
 - b). Will have to investigate estimate for contractor
 - 1). Pipe at depth that City does not have safety equipment
 - c). Will require street to be cut and replaced

Maintenance Shop:

- 1). Investigating expansion on Public Works Maintenance Shop
 - a). Councilor Elliot and Public Works obtaining estimates for 36'x100' extension on the north end of existing building
 - b). To add a line item on the 2020 budget (for match)
- 2). Surveyed the Shop and Depot properties to verify how buildings sit on properties for further planning
- 3). Moving forward with plans on getting estimates for partial build and full build prices.
- 4). Contacted COIC (Scott Aycock) with possibilities of grant programs



CCB# OR 0076781

City of Metolius
Proposal #18-4640

April 15, 2019

Subj.: PLC and HMI End of life upgrade proposal

PLC AND HMI UPGRADE PATH

Taurus Power and Controls, Inc. is pleased to present the following proposal.

OPTION A. MATERIAL & LABOR\$ 16,929.00

OPTION B. MATERIAL & LABOR\$ 29,467.00

**ADDITIVE ITEM TO ADDRESS MESSENGER ALARM SYSTEM
ADD NEW WIN-911 AUTODIALING SOFTWARE. \$3,718.00
CAN BE ADDED TO EITHER OPTION.**

I. PROJECT DESCRIPTION

Provide engineering, design, materials and labor upgrade the existing HMI and PLC Control systems. This proposal addresses both the HMI and PLC at the existing treatment plant. These systems were installed in 2002 and are now at the end of life stage in the Rockwell support system. The computer and HMI have been in continued operation since the project was completed and are also well past their expected service life. The existing PLC uses DHRIO a legacy communications system with limited support. This proposal is divided into two options. The first option only address's upgrading the RSview32 HMI package to the current platform FT View, and replaces the computer with a new Windows 10 compatible system.

Note: The RSMessenger software has failed at some point and been replaced with a single channel hardware autodialer. Win-911 software would restore the previous functionality in the system giving verbose alarm notifications and multiple phone number options.

Option B, brings the system back to fully current hardware and software status, and offers full factory support on all components.

24 Hr Emergency Service 1-800-755-7694
9999 SW Avery St. Tualatin, OR. 97062



Phone (503)692-9004
TaurusPower.com

Option A. Replace only the Computer and HMI

- Provide replacement Dell Computer workstation
- Provide Rockwell Factory talk View Station 25 screen package
- Convert Existing Rsvi32 screens
- Provide AW-X2-AB-DHRIO communication bridge
 - Necessary if the PLC is not replaced with an ethernet system.
- See option to address auto dialer system
- Two trips to site included

Option B. Replace the Computer and HMI along with PLC and OIT screen

- Provide replacement Dell Computer workstation
- Provide Rockwell Factory talk View Station 25 screen package
- Convert Existing Rsvi32 screens
- Provide New Rockwell PLC controller and I/O cards (ethernet)
 - Technician to install and wire replacement hardware.
 - Programmer to convert and test existing PLC code
- Provide new current Panelview plus 7 OIT screen ethernet
 - Programmer to recreate new OIT screens
- See option to address auto dialer system
- Two trips to site included
- Labor
 - CAD- Update drawings if necessary
 - Field Testing with Electrical (Continuity & I/O Testing)
 - Field Testing (Assist owner during Software start-up phase as needed)
 - Record Drawings

Labor, Documentation & Standard Inclusions:

Taurus Power and Controls will provide submittals as specified. We will perform a Factory Authorization Test on our fabricated ETL/UL labeled panels. We will provide on-site start up, commissioning, and testing of our supply items. All interconnection drawings of equipment provided by Taurus, as well as instruction manuals (O&M's) are included. Any services performed outside the scope of this Project Description will be billed on a time and materials basis at the applicable rate from Taurus Power and Controls' current rate sheet.

II. **EXCLUSIONS** (standard exclusions unless specifically noted otherwise in this proposal)

- Bonding, taxes, or subcontract administration costs (Taurus bids as a supplier)
- Utility &/or PUD Charges or fees. Any required permits
- Installation
- UL listing of modified panels
- Civil or mechanical work
- Onsite Ethernet, RIO &/or Fiber-Optic Cabling &/or Terminations
- Instruments/Components not specifically listed in this proposal (Taurus' Bid)

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TaurusPower.com

III. EXPENSES

If additional work is required beyond the project description above, the incidental expenses such as meals, lodging, commercial travel, etc., will be billed at cost plus 15%. Mileage will be billed at \$.75 per mile. Travel time and mileage will be billed portal to portal from Taurus.

IV. TERMS AND CONDITIONS

Payment terms: As per a schedule of values. This proposal is valid for a period of sixty (60) days from date of presentation. Delivery would be 10 to 12 weeks after receipt of approved submittals. Submittals can be expected 5 to 6 weeks after notice to proceed. Delivery is tailgate jobsite. Expediting charges are not included in the above pricing. This proposal is automatically included and made part of any engagement of Taurus to perform this work.

Taurus Power and Controls would like to thank you for this opportunity to present our services. If we can address any questions regarding this proposal, or be of further assistance please feel free to call me at 503-924-4251.

Sincerely,
Taurus Power & Controls, Inc.

Jeff Geiger

Jeff Geiger
Sales and Marketing Manager
JGeiger@TaurusPower.com
Direct: 503-924-4254
Office: 503-692-9004



24 Hr Emergency Service 1-800-755-7694
9999 SW Avery St. Tualatin, OR. 97062



Phone (503)692-9004
TaurusPower.com

2020 Small City Allotment Application

City of: Metolius Date: 16 July, 2019
Address: 636 Jefferson Ave. Metolius, Or 97741
Name: Pat Hanenkrat Phone: 541.948.3428 Email: cometpw1@gmail.com
SCA Funds Requested: \$ 100,000 Estimated Total Project Cost: \$ 100,000
Project Name: Washington St. Resurface Project Length (feet): 5,236 Lft

General Location(s)* (identify the street names and general extent of project locations):
Washington St. from Dover Ln. south to 6th St., Hood Ave. from Butte Ave. south to 9th St.
Washington St. south end.

Description of Need. For multiple streets, describe street in worst condition* (describe how the project addresses existing capacity or safety issues): Washington St. serves as an alternate traffic thorough fare for Highway 361 and alternate passage for the Jefferson County Mountain Views Scenic Bikeway when Butte Ave. is busy (during Metolius Elementary School hours, maintenance, etc..). The City of Metolius' 1911 Historic Train Depot is also located on Washington St. The Washington St. condition is deteriorating not only for the residents, local traffic, truck traffic, but also in the presentation for tourism.

Description of Project. For multiple streets, describe project for street in worst condition
* (describe the type of work that will be done and how it will address the need):

The City of Metolius would request funding for Jefferson County Public Works to brush, prepare, apply rock and oil matting , and seal streets listed above. The project would include patching, crack sealing, and edge dressing.

The City of Metolius has an Intergovernmental Agreement with Jefferson County Public Works giving the ability to utilize the total \$100,000 towards the project without the BOLI requirements. Jefferson County maintains their current pay scale enabling more work to be completed with the equal amount of funding.

***Attach any supplemental pages that can help highlight Location, Need, and Project Description), including site maps and any photos of project area.**

Project Attributes (check all that apply)

N/A Roadway Overlay N/A Sidewalk(s): if yes, then N/S/E/W (circle all that apply)
N/A Slurry Seal Estimated Daily Sidewalk Foot/Bike Traffic N/A
X Chip Seal N/A Curb(s) Gutters: If Yes, then N/S/E/W (circle all that apply)
N/A Curb Ramp: if yes, then N / S / E / W (circle all that apply)

N/A Bike Lane(s): if yes, then N / S / E / W (circle all that apply)

N/A Storm Sewer: If yes, Storm Sewer is: New / Repair (Circle one)

N/A Bridge Repair: If yes, Bridge Name is: N/A

Is funding to be used as match for an existing project? Yes NO (Circle one)

Commented [PH1]:

Source and amount of any additional (non-SCA) funds: N/A

Project Location (check all that apply):

☒ City Street

N/A County Road

N/A Abuts / crosses / runs parallel / touches a State Highway (circle all that apply)

Conditions:

Please note: Applicant is self-certifying road conditions as true and correct to the best of their ability. Information provided will be reviewed and verified by ODOT.

Estimated Daily Traffic Volumes (select the location with the highest traffic volumes):

Motor Vehicle (cars, trucks and commercial vehicles) Traffic: (Circle One)

Low = Less than 500 vehicles Medium = 500-999 vehicles/day High = more than 1,000 vehicles/day

Gravel Road (if applicable to the project). If multiple streets, score street in worst condition

Gravel Road Condition		Fair	Poor	Severe
Scoring Key: SEVERE (throughout the project area) POOR (some deterioration within the project area) FAIR (small segments within the project area)	Potholes	N/A	N/A	N/A
	Washboarding	N/A	N/A	N/A
	Rutting (vehicle weight causing ruts in lanes)	N/A	N/A	N/A
	Missing Aggregate/Gravel	N/A	N/A	N/A
	Dusting (aggregate decomposing to smaller particles)	N/A	N/A	N/A
	Other (Describe): <u>N/A</u> _____ _____ _____	N/A	N/A	N/A

Pavement (if applicable to the project). If multiple streets, score street in worst condition

Asphalt Road Condition		Fair	Poor	Severe
Scoring Key SEVERE <i>(throughout the project area)</i> POOR <i>(some deterioration within the project area)</i> FAIR <i>(small segments within the project area)</i>	Potholes	X		
	Cracking along the roadway (parallel)			X
	Rutting where tires tracks are depressed	X		
	Cracking crossing (perpendicular) the roadway			X
	Rough Pavement			X
	Other (describe): <u>Complete perpendicular patch across Washington St. at Opal St.</u>			

Sidewalks / Bike Lanes (if applicable to the project; check all that apply):

Multi/Modal Road Condition		Fair	Poor	Severe/Missing
Scoring Key SEVERE/MISSING <i>(throughout the project area)</i> POOR <i>(some deterioration within the project area)</i> FAIR <i>(small segments within the project area)</i>	Uneven sidewalk slabs	N/A	N/A	N/A
	Sidewalk obstructed or missing sections	N/A	N/A	N/A
	Cracked/broken sidewalk slabs	N/A	N/A	N/A
	New curb ramps needed	N/A	N/A	Y / N
	New curbs/gutters needed	N/A	N/A	Y / N
	Bike lane missing on streets with high daily traffic	N/A	N/A	Y / N
	Sidewalk to connect to school, downtown, shopping or transit	N/A	N/A	Y / N
	Other (describe): N/A	N/A	N/A	N/A

Signature:

PATRICK E. HANENKAT

Printed Name

[Signature]

Authorized Signature

Email copy of this application to:
smallcityallotments@odot.state.or.us and copy
 the ODOT Transportation Project Manager for
 your region.

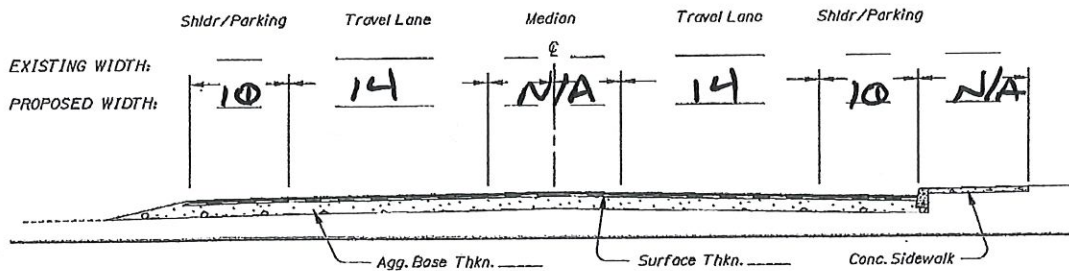
Or Mail (Postmarked July 31st or earlier) to:
 Alan Thompson, SCA Program Manager,
 ODOT, 555 13th Street NE
 Salem OR 97301

SPECIAL CITY ALLOTMENT (SCA) APPLICATION

CITY OF METOLIS DATE 18 JUL 19
 STREET NAME WASHINGTON FROM POWER TO 6TH ST.
 (Attach map showing project limits)

PROJECT DETAILS:
 Project Length: 5,234 Est. Project Cost \$: 100,000 Ave Daily Traffic: 500 Ave Daily Truck Traffic: N/A

Proposed Typical X- Section



PAVEMENT:
 Surface Type
 Existing: AC
 Proposed: BITUMINUS
 Proposed Thkn: 1"

STORM SEWER:
 Existing (Y/N): N
 Proposed (Y/N): N
 Pipe Dia: NA
 Pipe Length: NA

SIDEWALKS:
 Existing (Y/N): N
 Proposed (Y/N): Lt Side N Rt Side N
 Proposed Length: NA
 Proposed Width: NA

CURBS:
 Existing (Y/N): N
 Proposed (Y/N): Lt Side N Rt Side N
 Length: NA
 Type: PA

Adjustments
 Inlets #: NA
 Manholes #: NA
 Pipes #: NA

BRIDGE:
 Name: NA
 BR #: NA
 Length: NA
 Width: NA
 Type of Structure: NA

RIGHT-OF-WAY
 Existing Width: 10'
 Existing Right-of-Way Adequate (Y/N): Y
 Proposed Width: NA

Sufficiency Rating No. NA
 Name of Stream: NA

REMARKS: PLEASE SEE APPLICATION

By: John Chavez Date: 7-18-19
 Mayor
 By: Nasha Alegria Date: 7-18-19
 City Recorder
 By: N/A Date: N/A
 City Administrator

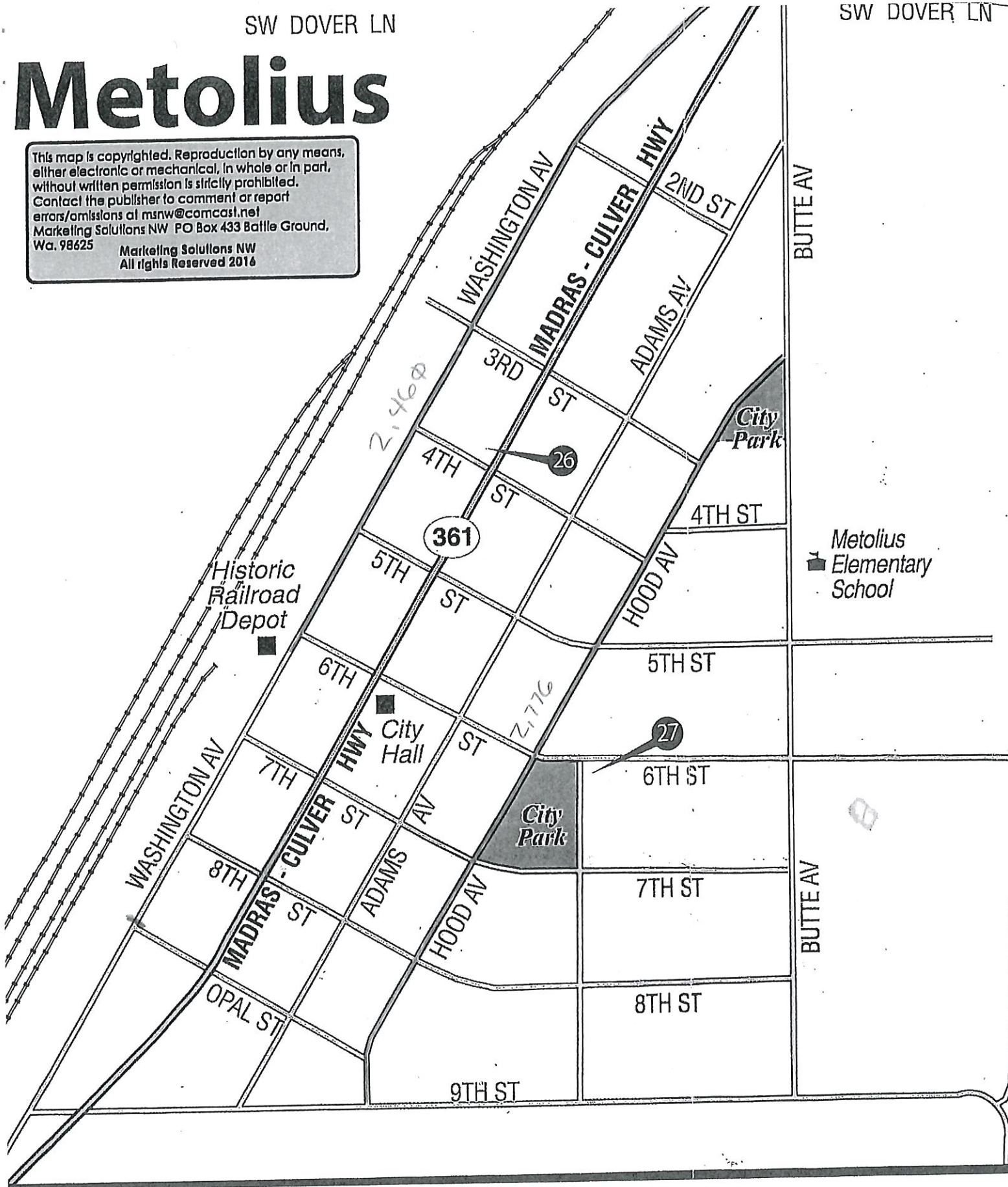
SW DOVER LN

SW DOVER LN

Metolius

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Washington Street Project

