

CITY OF MADRAS PUBLIC NOTICE

ORDINANCE NOS. 974 & 975

The City Council of the City of Madras, Oregon, will be considering approval of the following proposed ordinances during their regularly scheduled Council meeting on Tuesday, May 23, 2023 at approximately 5:30 p.m. in the Madras City Hall Council Chambers.

ORDINANCE NO. 974

AN ORDINANCE GRANTING LIGHTSPEED NETWORKS, INC., AN OREGON CORPORATION D/B/A LS NETWORKS, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN CITY OF MADRAS, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN CITY OF MADRAS, POLES, WIRES, OPTICAL FIBER CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATION SERVICES.

ORDINANCE NO. 975

AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 15.5 ACRES OF LAND LOCATED WEST OF HIGHWAY 26 AND NORTH OF OAK STREET; ASSIGNING CITY ZONING DESIGNATIONS TO PROPERTIES WITHIN THE ANNEXED TERRITORY.

A copy of the proposed ordinances are available for review at Madras City Hall, located at 125 SW "E" Street, between 8:00 am and 5:00 pm, Monday through Friday. The proposed ordinances can also be found on the City's website at www.ci.madras.or.us on the Public Notices page.

Published: Madras Pioneer May 17, 2023

**CITY OF MADRAS
ORDINANCE NO. 974**

AN ORDINANCE GRANTING LIGHTSPEED NETWORKS, INC., AN OREGON CORPORATION D/B/A LS NETWORKS, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN CITY OF MADRAS, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN CITY OF MADRAS, POLES, WIRES, OPTICAL FIBER CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATION SERVICES.

WHEREAS, LightSpeed Networks, Inc. (“Grantee”), an Oregon corporation d/b/a LS Networks, operates a certain telecommunications business within City of Madras (“Grantor”), an Oregon municipal corporation, pursuant to the terms of a certain franchise agreement (Grantor Ordinance No. 853) between Grantor and Quantum Communications, LLC (“Quantum”) (the “Original Agreement”). Grantee assumed all Quantum’s rights, interests, and obligations arising out of or under the Original Agreement pursuant to the terms of an assignment described under Grantor Ordinance No. 891; and

WHEREAS, pursuant to Section 14 of the Original Agreement, the term of the Original Agreement expired on April 8, 2023; and

WHEREAS, Grantee desires to continue to provide and operate a telecommunications business within Grantor’s incorporated limits; and

WHEREAS, by passage of this Ordinance No. 974 (this “Ordinance”), Grantor grants Grantee the right, privilege, and franchise to provide and operate a telecommunications business within Grantor’s incorporated limits, subject to the terms and conditions contained in this Ordinance.

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

1. DEFINITIONS.

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

2. GRANT OF FRANCHISE.

2.1 Grant of Franchise. Subject to the terms and conditions contained in this Ordinance, Grantor grants Grantee the right, privilege, and franchise to place, replace, erect, lay, maintain, repair, and operate the Facilities in, upon, across, and/or under the Right-of-Way for Grantee’s operation of the Telecommunications System for the purpose of providing Telecommunications Services within the Franchise Area. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee’s use of the Right-of-Way is limited to operation of the Telecommunications System within the Franchise Area, (b) Grantee will operate the Telecommunications System at all times subject to and in compliance with the Laws, and (c) nothing contained in this Ordinance will (i) abrogate Grantor’s right to perform any public works or public improvements of any description or nature whatsoever, (ii) constitute a waiver of any Laws, and/or (iii) waive and/or release Grantor’s rights in and to the Right-of-Way.

2.2 Franchise Non-Exclusive. The Franchise is and will be construed as a non-exclusive franchise. Grantor reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, on, over, and/or under the Right-of-Ways for similar or different purposes allowed under this Ordinance.

2.3 Grantee’s Financial Capability. Grantee represents, warrants, and covenants to Grantor that Grantee has sufficient assets and net worth to ensure Grantee’s timely and complete payment and performance of its obligations under this Ordinance. In addition to those audit and inspection rights granted under Section 6.2, Grantee will permit Grantor and Grantor’s Agents to inspect and copy any of Grantee’s books, accounts, records,

and financial statements that Grantor may request upon the occurrence of an Event of Default. Grantee represents, warrants, and covenants that Grantee's books, accounts, records, and financial statements will (a) fairly present the financial condition of Grantee as of the dates and periods specified, (b) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (c) reflect the consistent application of sound accounting practices throughout the periods involved, (d) represent actual, bona fide transactions, and (e) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

3. LOCATION; RELOCATION; REMOVAL.

3.1 Location of Facilities. For any new construction of Facilities concerning or impacting any construction or development within the Franchise Area, Grantee, with permission from Grantor to occupy such Right-of-Way, will locate its Facilities underground in accordance with this Ordinance; provided, however, Grantee will not be required to locate the Facilities underground if all other utilities in the subject Right-of-Way are located aboveground. Whenever utility services are located or relocated underground within a particular Right-of-Way, Grantee will relocate its Facilities underground concurrently with the other affected utilities to minimize disruption of the Right-of-Way. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee will not be permitted to place, erect, lay, maintain, and/or operate its Facilities in, upon, over, and/or under any city park, trail, open space, and/or similar areas, and (b) Grantor has the authority to prescribe which Right-of-Ways will be used by Grantee for the Facilities, and the location of the Facilities within the Right-of-Ways (whether such Facilities are newly constructed, replaced, repaired, and/or otherwise).

3.2 Relocation. Except in the case of an Emergency, within ninety (90) days after Grantor's request, Grantee will, at Grantee's cost and expense, remove, relocate, change, and/or alter the position or location of any Facilities within the Right-of-Way whenever Grantor determines that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an Emergency; (b) construction, repair, installation, and/or maintenance of any city and/or other public work or improvement; (c) Grantor's operations (or those of other governmental entities) in, on, and/or under the Right-of-Way requires the removal, relocation, change, and/or alteration of the Facilities; (d) removal, relocation, change, and/or alteration is pursuant to a beautification, streetscape, and/or other city improvement project; and/or (e) public convenience and/or necessity (as reasonably determined by Grantor). If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, and/or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, and/or development. Nothing contained in this Ordinance will be construed in any way to prevent Grantor from sewerage, grading, planking, rocking, paving, repairing, altering, and/or improving any Right-of-Way in and/or on which the Facilities are or will be placed. If Grantee is required to complete any removal, relocation, change, and/or alteration work under this Section 3.2 due to Emergency, Grantee will exercise its best efforts to complete such work promptly and without delay but in no event later than forty-eight (48) hours after Grantor's request. Grantor will not require Grantee to remove or relocate its Facilities or vacate any Right-of-Way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the costs thereof.

3.3 Moving Aerials. Notwithstanding anything contained in this Ordinance to the contrary, whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise the Facilities to permit the passage of any building, machinery, and/or other object moved over any Right-of-Way (a "Temporary Adjustment"), Grantee will perform the Temporary Adjustment within seventy-two (72) hours after Grantee's receipt of written notice from the owner or contractor-mover desiring to move such building, machinery, and/or other object (the "Move Notice"). The Move Notice will (a) bear Grantor's written approval, (b) detail the route of movement of the building, machinery, and/or object, (c) provide that costs incurred by Grantee in making the Temporary Adjustment will be borne by the contractor-mover, (d) provide that the contractor-mover will indemnify and hold Grantee harmless for, from, and against all damages, claims, and/or causes of action caused from the Temporary Adjustment, and (e) if required by Grantee, will be accompanied by cash deposit or a good and sufficient bond to pay any and all such costs as estimated by Grantee.

4. CONSTRUCTION, INSTALLATION, AND OPERATION.

4.1 Telecommunications Facilities. Facilities will not interfere with Grantor's water mains, sewer mains, gas mains, and/or any other municipal uses of the Right-of-Way. Facilities will be erected and located so not to unreasonably interfere with the public's use of the Right-of-Way. Facilities will not interfere with the rights and reasonable convenience of property owners who own property that adjoins the Right-of-Way. Grantee will maintain, at Grantee's expense, all Facilities in a good, safe, working order, condition, and appearance and in compliance with the Laws. Grantee will perform all maintenance and repairs necessary to ensure Grantee's compliance with the immediately preceding sentence. If Grantee erects poles within the Right-of-Way for the purposes of providing and operating the Telecommunications System, to the extent technically feasible and subject to reasonable conditions relating to safety, Grantor may attach and maintain traffic signals, wires, control boxes, and similar items or equipment to the poles without cost or expense.

4.2 Construction Work. Except in the case of an Emergency, no less than fifteen (15) days prior to Grantee commencing (or causing any person to commence) any Construction Work within the Franchise Area, Grantee will (a) obtain all necessary construction permits concerning the proposed Construction Work, if any, including, without limitation, any permits required under Grantor's municipal code, (b) file with Grantor maps, materials, documentation, a copy of the proposed work order, any necessary construction permits, and any other information or documentation requested by Grantor concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) obtain Grantor's prior written consent to the proposed Construction Work. If Grantee is required to perform any Construction Work due to the occurrence of an Emergency, Grantee will be required to comply with Section 4.2(a), (b), and (c) as soon as practicable (but in no event later than five days after the occurrence of the Emergency). Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (w) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (x) all Construction Work will be completed so as to minimize disruption and interference of the Right-of-Way; (y) all Construction Work will be completed in accordance with this Ordinance and all applicable Laws; and (z) all Construction Work will be completed in a good workmanlike manner. Grantor will be permitted to inspect all Construction Work and demand correction of any incomplete or improper Construction Work.

4.3 Excavation Work; Restoration. Subject to the terms and conditions contained in this Ordinance, Grantee may make all needful excavations in the Right-of-Way for the purpose of placing, erecting, laying, repairing, renewing, replacing, and/or maintaining the Facilities. Grantee is responsible for determining the existence and exact location of all utility services and facilities (including, without limitation, those located underground) to protect the integrity thereof and will pay all costs and expenses related thereto. Before commencing any excavation work (or any other Construction Work), Grantee will carefully study and confirm the accuracy of all lines, levels, and measurements, and their relation to benchmarks, property lines, and reference lines. If Grantee disturbs and/or causes another to disturb any Right-of-Way, Grantee will, at Grantee's cost and expense, replace or restore the Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption as soon as practicable and without unreasonable delay (provided, however, Grantee will complete the replacement or restoration work no later than thirty (30) days after the initial disruption). If Grantee fails to timely replace or restore any Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption, Grantor may cause the replacement or restoration to be made at the expense of Grantee. Grantee will pay Grantor all costs and expenses incurred by Grantor to replace or restore the Right-of-Way immediately on Grantor's demand.

4.4 Contractors; Safety Requirements; Cleanup. Grantee is responsible for obtaining, at its cost and expense, all permits, licenses, and/or other forms of approval or authorization necessary to construct, operate, maintain, and/or repair the Telecommunications System, or any part thereof, prior to the commencement of any such activities. Construction, installation, and maintenance of the Telecommunications System will be performed in a safe, thorough, and reliable manner using materials of good and durable quality. Grantee will use only licensed and bonded contractors familiar with the Laws and of good reputation to perform all Construction Work and will diligently prosecute completion of all Construction Work. Grantee will, at its cost and expense, undertake all

necessary and appropriate actions and efforts to maintain its work sites in a safe manner to prevent failures and accidents that may cause damage, injuries, and/or nuisances. To this end, Grantee will daily clean and remove from the Right-of-Way all rubbish, debris, and surplus materials caused by Grantee's operations.

4.5 Trimming of Trees and Shrubbery. Trees and shrubs will not be removed without Grantor's prior written authorization. Grantee will not damage roots of any tree by compacting or filling on or around its base or make excavations in the soil within a foot of the tree's roots unless appropriate measures are taken to prevent the exposed soil from drying out. After any excavation or grinding work, the ground will be restored to a smooth and level surface. Any required grinding of a stump will be completed contemporaneously with the removal of the tree or shrub.

4.6 Hazardous Substances. Grantee will not cause and/or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released in, upon, across, and/or under the Right-of Way and/or any surrounding areas. Grantee will comply with all Environmental Laws and will exercise the highest degree of care in the use and handling of any Hazardous Substances and will take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used and/or handled in, on, and/or over the Right-of-Way.

4.7 Oversight of Franchise. Grantor has the right to oversee and periodically inspect the construction, operation, repair, and/or maintenance of the Telecommunications System. Nothing contained herein places any obligation and/or requirement that Grantor inspect. If Grantor makes any inspections, including those inspections permitted under Section 4.2, such inspections are made solely for Grantor's benefit and will not be deemed an acceptance or guaranty of any kind or nature related to the Telecommunications System, Facilities, Construction Work, and/or any portion or aspect thereof.

4.8 Removal of Facilities. Upon the termination of this Ordinance (and the Franchise granted hereunder) for any reason or no reason, Grantor may require Grantee to remove Facilities located in the Right-of-Way and/or otherwise located in the Franchise Area. Removal of the Facilities will be at Grantee's cost and expense. Upon removal, the Right-of-Way and all surrounding areas will be restored by Grantee to a condition substantially similar to that which the Right-of-Way and surrounding areas existed as of March 10, 2003.

5. PERFORMANCE BOND; MAPS.

5.1 Performance Bond. Contemporaneously with Grantee's Filing of the Acceptance, Grantee will provide proof of the posting of a performance bond running to Grantor, with good and sufficient surety approved by Grantor, in the penal sum of \$100,000.00, conditioned that Grantee will observe, fulfill, and perform each term and condition of this Ordinance (and the Franchise granted hereunder). Grantor will pay all premiums charged for the bond and will keep the bond in full force and effect at all times throughout the term of this Ordinance (and the Franchise granted hereunder), including, if necessary, the time required for removal of the Facility(ies). The bond may not be terminated or expire without thirty (30) days' prior written notice to Grantor. During the term of this Ordinance (and the Franchise granted hereunder), Grantee will file with Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums. Grantor may, based upon inflation or other identifiable needs, require the amount of the performance bond to be increased to an amount recommended by Grantor's insurance carrier after written notice to Grantee.

5.2 Maps. Contemporaneously with Grantee's filing of the Acceptance and continuing annually thereafter on the anniversary of the Effective Date, Grantee will provide Grantor, for Grantor's review and approval, an accurate map(s) certifying the horizontal and/or vertical location, size, and type of material for the Facilities (including, without limitation, Grantee's fiber optic cable) located within the Right-of-Way (or any portion thereof). The map(s) will show the horizontal location of the Facilities on a scale of three thousand five hundred feet (3,500') per inch or whatever standard scale Grantor determines necessary and appropriate. Notwithstanding anything contained in this Ordinance to the contrary, Grantee's maps provided under this Section 5.2 will be in a form reasonably and mutually acceptable to Grantor and Grantee.

6. FRANCHISE FEES.

6.1 Payment of Franchise Fees. In consideration of the rights, privileges, and franchise granted by Grantor to Grantee under this Ordinance, Grantee will pay Grantor a franchise fee equal to seven percent (7%) of Gross Revenues (the "Franchise Fee(s)"). Grantee will pay the Franchise Fee in quarterly installments, which quarterly installments will be due on or before the last day of the month immediately following the end of each calendar year quarter. Contemporaneously with each quarterly payment, Grantee will file with Grantor a sworn statement describing the total Gross Revenues Grantee received during the immediately preceding quarter (the "Accounting Statement"). Grantor's acceptance of any payments under this Section 6.1 will not constitute a waiver by Grantor of any Grantee breach under this Ordinance.

6.2 Inspection of Books and Records; Coordination. On ten (10) days' advance written notice to Grantee, Grantor may review such corporation books, records, documentation, and/or information Grantor reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Grantee's compliance with this Ordinance. Grantee will cooperate with Grantor in conducting any inspection and/or audit and will correct any discrepancies affecting Grantor's interest in a prompt and efficient manner. Grantor will bear the cost of any audit provided no irregularities are found (if Grantor discovers any irregularities, Grantee will bear (pay) the cost of Grantor's audit immediately upon Grantor's demand). Grantee will keep all its books, records, documentation, and/or information at the office located at the address set forth in Appendix A. If Grantee provides any books, records, and/or information to Grantor that Grantee reasonably believes to be confidential or proprietary, and Grantee clearly and specifically identifies such books, records, and/or information as confidential or proprietary upon initial submission to Grantor, Grantor will take reasonable steps to protect the confidentiality of such books, records, and/or information subject to Grantor's obligations under Oregon's Public Records Law, ORS chapter 192. Grantor will not be required to incur any costs to protect any confidential or proprietary books, records, and/or information, other than Grantor's routine internal procedures for complying with Oregon's Public Records Law.

7. INSURANCE; INDEMNIFICATION.

7.1 Insurance. Grantee, at its cost and expense, will obtain and maintain in full force and effect during the term of this Ordinance (and for a period of two years immediately thereafter) the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) comprehensive general liability insurance with limits of no less than \$3,000,000.00 for bodily injury or death to each person, \$3,000,000.00 for property damage resulting from any one accident, and \$3,000,000.00 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Grantee and its employees with limits of \$1,000,000.00 for each person, \$3,000,000.00 for each accident. Each liability insurance policy Grantee is required to obtain and maintain under this Section 7.1 will name Grantor and Grantor's officers, employees, and agents as additional insureds. No cancellation, expiration, modification, and/or reduction in amount or scope of insurance coverage is permitted without providing Grantor thirty (30) days' prior written notice. All insurance Grantee is required to obtain and maintain under this Section 7.1 will be issued only by insurance companies licensed in Oregon. Prior to Grantor's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after Grantor's written request, Grantee will provide Grantor with certificates of insurance and endorsements evidencing Grantee's compliance with this Section 7.1. Notwithstanding anything contained in this Ordinance to the contrary, Grantor may increase the minimum levels of insurance Grantee is required to carry under this Ordinance as Grantor determines necessary or appropriate to ensure Grantee's coverage limits at least equal the applicable Oregon Tort Claims Act liability limits for state or local agencies by providing Grantee ninety (90) days' prior written notice.

7.2 Grantee Indemnification. Grantee will defend, indemnify, and hold Grantor and each Grantor employee, officer, agent, contractor, and representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of Grantee and/or its Agents, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance;

(b) damage, injury, and/or death to person or property caused directly or indirectly by Grantee and/or its Agents; and/or (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, covenant, and/or obligation under this Ordinance. Grantee's indemnification obligations provided in this Section 7.2 will survive the termination of this Ordinance.

8. TERM OF FRANCHISE.

8.1 Term of Franchise; Termination for Cause. Unless sooner terminated as provided in this Ordinance, this Ordinance (and the Franchise granted hereunder) will be in full force and effect for ten (10) years, commencing on the Effective Date. This Ordinance may be terminated at any time by the parties' mutual written agreement. Notwithstanding anything contained in this Ordinance to the contrary, but subject to the notice requirements provided under Section 8.2, if applicable, Grantor may terminate this Ordinance (and the Franchise granted hereunder) by notice to Grantee on the occurrence of any of the following events (each an "Event of Default"): (a) Grantee fails to comply with any Law; and/or (b) Grantee breaches and/or otherwise fails to perform any Grantee representation, warranty, covenant, and/or obligation contained in this Ordinance.

8.2 Notice of Default. No party act or omission will be considered a default under this Ordinance unless and until the alleged defaulting party has received ten (10) days' prior written notice from the non-defaulting party specifying with reasonable particularity the nature of the default the non-defaulting party believes exist (the "Default Notice"). Commencing from the defaulting party's receipt of the Default Notice, the alleged defaulting party will have thirty (30) days within which to cure or remedy the default (the "Cure Period") before the defaulting party will be deemed in default of this Ordinance; provided, however, if the nature of the default is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Ordinance if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Subject to the immediately preceding sentence, if the alleged defaulting party is Grantee and Grantee fails to cure or remedy the Event of Default(s) within the Cure Period, the non-defaulting party may terminate this Ordinance based on such Event of Default(s) and may pursue all rights and remedies available to the non-defaulting party under this Ordinance and/or applicable Law. Notwithstanding anything contained in this Ordinance to the contrary, (a) a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Ordinance for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default), and (b) no Default Notice is required to be provided by Grantor to Grantee for Grantee's failure to timely pay the Franchise Fee.

8.3 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Ordinance, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Ordinance, 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. Termination of this Ordinance will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

9. MISCELLANEOUS.

9.1 Assignment or Transfer of Franchise. Subject to the terms and conditions contained in this Ordinance, Grantee will not Transfer all or any part of the Facilities, Grantee's interest in or to this Franchise, and/or the Telecommunications System without Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned, and/or delayed. If Grantor consents to a Transfer, the following will apply: (a) the terms and conditions of this Ordinance (and the Franchise) will in no way be deemed to have been waived or modified; (b) consent will not be deemed consent to any further Transfer; (c) acceptance of any Franchise Fees by Grantor from any other person will not be deemed a waiver by Grantor of any provision of this Ordinance; (d) Grantee will pay all fees, costs, and expenses incurred by Grantor in considering and/or consenting to a Transfer; and (e) no Transfer relating to this Ordinance, whether with or without Grantor's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Grantee may have under this Ordinance. Grantor may consent to subsequent

assignments, subletting, and/or amendments or modifications to this Ordinance with assignees of Grantee without notifying Grantee, or any successor of Grantee, and without obtaining its or their consent thereto and such action will not relieve Grantee of any liability under this Ordinance. Subject to the terms and conditions contained in this Section 9.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit.

9.2 Severability; Governing Law; Venue. If all or any portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by any federal, state, and/or local legislation, rules, regulations, and/or decisions, the remainder of this Ordinance will not be affected but will be deemed as a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions hereof, and each remaining provision of this Ordinance will be valid and enforceable to the fullest extent permitted by law. If any federal, state, and/or local laws, rules, ordinances, and/or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision will be read to be preempted to the extent and the time required by law. This Ordinance is subject to all applicable Laws. Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Jefferson County, Oregon, or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon, or the United States District Court for the District of Oregon.

9.3 Attorney Fees; Action by the Parties. If a suit, action, arbitration, and/or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. In any action mandated or permitted by Grantor or Grantee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either Grantor or Grantee is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, and/or delayed.

9.4 Compliance with Laws; Notices. Grantee will comply with all applicable Laws. The rights and privileges granted by Grantor to Grantee under this Ordinance extend only to the extent of Grantor's right or authority to grant a franchise to occupy and use the Right-of-Ways for the Facilities. All notices or other communications required or permitted by this Ordinance must be in writing, must be delivered to the parties at the addresses set forth in Appendix A, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9.5 Person; Interpretation; Expenses. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day. Notwithstanding anything contained in this Ordinance to the contrary, Grantee will bear all fees, costs, and expenses incurred or arising out of Grantee's performance of its obligations under this Ordinance.

9.6 Entire Agreement; Corrections; Late Fees. This Ordinance contains the entire agreement and understanding between the parties with respect to the subject matter of this Ordinance and contains all the terms

and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Grantee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and clerical errors. If any Franchise Fees and/or other payment due from Grantee is not received by Grantor within ten (10) days after it is due, Grantee will pay a late fee equal to ten percent (10%) of the payment or Two Hundred Dollars (\$200.00), whichever is greater (a "Late Fee"). In addition, a charge of one and one-half percent (1.5%) per month on the amount past due (a "Late Charge") will be charged from the due date for such payment until the past due amount is paid in full. Grantor may levy and collect a Late Fee and/or a Late Charge in addition to all other remedies available for Grantee's failure to timely pay any Franchise Fees and/or other payment due from Grantee.

9.7 Original Agreement; Grantee Acceptance. Grantee and Grantor acknowledge and agree that the term of the Original Agreement is extended to the day immediately preceding the Effective Date. The Original Agreement will be deemed expired and of no further force and effect on the day immediately preceding the Effective Date; provided, however, the expiration of the Original Agreement will not relieve and/or constitute a waiver and/or release of any party's obligations that have accrued prior to the expiration. Grantee represents, warrants, and covenants the following to Grantor: (a) Grantee is a duly organized corporation, validly existing under the laws of the State of Oregon; (b) Grantee has full power and authority to sign and deliver the Acceptance and to perform all Grantee's obligations under this Ordinance; and (c) Grantee's obligations under this Ordinance are legal, valid, and binding obligations of Grantee, enforceable against Grantee in accordance with their terms. Within thirty (30) days after Grantor's passage of this Ordinance, Grantee will file with Grantor the written acceptance attached hereto as Exhibit A (the "Acceptance"). If Grantee fails to timely file the Acceptance with Grantor, this Ordinance (and the Franchise granted hereunder) will be deemed null, void, and repealed by Grantor in all respects without further act by Grantor.

This Ordinance was PASSED by the Madras City Council by a vote of ___ for and ___ against and APPROVED by the Mayor on this 23rd day of May, 2023.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

Appendix A
Definitions

“Acceptance” has the meaning assigned to such term under Section 9.7.

“Accounting Statement” has the meaning assigned to such term under Section 6.1.

“Agent(s)” means the affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, volunteers, and/or subcontractors of the identified party or person.

“Construction Work” means any construction activity in, on, over, and/or under any Right-of-Way, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work.

“Council” means Grantor’s then elected legislative body (i.e., the city council).

“Cure Period” has the meaning assigned to such term under Section 8.2.

“Default Notice” has the meaning assigned to such term under Section 8.2.

“Effective Date” means thirty (30) days from the date the Council passes and approves this Ordinance, subject to the terms and conditions contained in this Ordinance.

“Emergency” means a human created or natural event or circumstance that causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss.

“Environmental Law(s)” means all federal, state, and/or local statutes, regulations, and/or ordinances, and/or any judicial or other governmental orders pertaining to the protection of health, safety, and/or the environment, including those concerning Hazardous Substances.

“Event of Default” has the meaning assigned to such term under Section 8.1.

“Facility(ies)” means all Grantee underground, surface, and/or aerial facilities necessary to provide Telecommunications Services into, within, and through the Franchise Area, including, without limitation, optical fiber cable, wires, conductors, appliances, conduits, pipes, apparatus, ducts, poles, guys, anchors, vaults, pedestals, supports, fixtures, and related equipment.

“Franchise” means the franchise granted by Grantor to Grantee under this Ordinance.

“Franchise Area” means the present legal boundaries of Grantor as of the Effective Date and any additions thereto by annexation or other legal means.

“Franchise Fee(s)” has the meaning assigned to such term under Section 6.1.

“Grantee” has the meaning assigned to such term in the recitals. Grantee’s address is 921 SW Washington Street, Suite 370, Portland, Oregon 97205.

“Grantor” has the meaning assigned to such term in the recitals. Grantor’s address is 125 SW “E” Street, Madras, Oregon 97741.

“Gross Revenue(s)” means all revenues (gross) Grantee receives directly or indirectly from Grantee’s operation of the Telecommunications System and/or provision of Telecommunications Services within the

Franchise Area, less net uncollectible(s), including, without limitation, revenues from the use, rental, and/or lease of the Facilities.

“Hazardous Substance(s)” means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions.

“Law(s)” means all applicable federal, state, county, and/or local laws, rules, regulations, codes, and/or ordinances, including, without limitation, the Americans with Disabilities Act of 1990 (“ADA”) and any regulations of any administrative agency thereof, and all Environmental Laws, all as heretofore or hereafter adopted, promulgated, and/or established from time to time.

“Late Charge” has the meaning assigned to such term under Section 9.6.

“Late Fee” has the meaning assigned to such term under Section 9.6.

“Move Notice” has the meaning assigned to such term under Section 3.3.

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

“Ordinance” has the meaning assigned to such term in the recitals.

“Quantum” has the meaning assigned to such term in the recitals.

“Right-of-Way(s)” means the public streets, alleys, avenues, thoroughfares, highways, places, and grounds located within the Franchise Area which are owned and/or controlled by Grantor.

“Telecommunications Service(s)” means fiber optic two-way switched access and transport of voice, video, and/or data communications, including, without limitation, local exchange service, long distance telephone service, and internet access. Telecommunications Services do not include the following: (a) services directly related to internet access; (b) services provided by radio common carrier; (c) one-way transmission of television signals; (d) provision of cable television; (e) surveying; (f) private telecommunications networks; and/or (g) communications of the customer which take place on the customer side of on-premises equipment.

“Telecommunications System” means the Facilities operated by Grantee in the Franchise Area which are necessary to provide Telecommunications Services.

“Temporary Adjustment” has the meaning assigned to such term under Section 3.3.

“Transfer” means any transfer and/or conveyance, including, without limitation, any sale, assignment, license, mortgage, sublet, lien, conveyance, and/or encumbrance, whether directly, indirectly, voluntarily, involuntarily, or by operation of law. The term “Transfer” includes the sale, assignment, encumbrance, or transfer – or series of related sales, assignments, encumbrances, and/or transfers – of fifty percent (50%) or more of the shares, membership units, and/or other ownership interest of Grantee, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

Exhibit A
Acceptance

The forgoing Ordinance No. 974, adopted by the City of Madras on May 23, 2023, consisting of 11 pages, including this Exhibit A, is approved, accepted, and agreed upon by Grantee.

Dated: _____, 2023

Lightspeed Networks, Inc.,
an Oregon corporation d/b/a LS Networks

By: _____

ORDINANCE NO. 975

AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 15.5 ACRES OF LAND LOCATED WEST OF HIGHWAY 26 AND NORTH OF OAK STREET; ASSIGNING CITY ZONING DESIGNATIONS TO PROPERTIES WITHIN THE ANNEXED TERRITORY.

WHEREAS, the City of Madras (“City”) received a petition from Jefferson County (the “County”) to annex approximately 15.5 acres generally located west of Highway 26 and north of Oak Street (the “Annexed Territory”); and

WHEREAS, the petition included the consent of all property owners located within the Annexed Territory; and

WHEREAS, City scheduled a public hearing on annexation of the Annexed Territory before the City’s Planning Commission on August 3, 2022 and provided required notice to the record owners of properties within two hundred fifty feet (250’) of the Annexed Territory, as well as published notice in a local newspaper of general circulation for two consecutive weeks, and posted notice in four public places within the city limits (e.g. Madras City Hall, U.S. Post Office, Jefferson County Clerk’s Office, and Jefferson County Library) of such hearing; and

WHEREAS, the public hearing before the Planning Commission was continued at the request of the County several times until April 19, 2023; and

WHEREAS, Planning Commission, after reviewing all relevant materials, evaluating compliance with applicable law, and considering written comments, and public testimony, deliberated the matter fully and recommended the City Council approve of the annexation subject to conditions; and

WHEREAS, City scheduled a public hearing before the City Council on January 24, 2023 and provided required notice to the record owners of properties within two hundred fifty feet (250’) of the Annexed Territory, as well as published notice in a local newspaper of general circulation for two consecutive weeks, and posted notice in four public places within the city limits (e.g. Madras City Hall, U.S. Post Office, Jefferson County Clerk’s Office, and Jefferson County Library) of such hearing; and

WHEREAS, the public hearing before the City Council was continued at the request of the County several times until May 9, 2023; and

WHEREAS, City Council, after reviewing all relevant materials, evaluating compliance with applicable law, and considering written comments and public testimony, deliberated the matter fully, approved the annexation subject to conditions, and voted to dispense with submitting the question of annexation to the electors of the City; and

WHEREAS, City proclaims the Annexation approved as of the effective date of this Ordinance No. 975 (this “Ordinance”).

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

SECTION 1: FINDINGS

The findings stated above and those contained within the attached Exhibit “A” are hereby adopted.

SECTION 2: ANNEXED TERRITORY

The properties identified in the attached Exhibit “B”, legally described in the attached Exhibit “C” and generally depicted on the attached Exhibit “D”, including all rights-of-ways within the Annexed Territory are hereby annexed and incorporated into the City. Exhibit “C” will control in the event of any conflicts with Exhibit “B” or “D”.

SECTION 3 CONDITIONS OF APPROVAL

Annexation of the Annexed Territory is subject to the conditions of approval set forth in the attached Exhibit “E”, all of which must be satisfied prior to the recording of this Ordinance and/or submission of this Ordinance to applicable authorities pursuant to Section 6.

SECTION 4: LAND USE AND ZONING

Land within the Annexed Territory is hereby subject to the City’s land use regulations and permitting requirements. The zoning designations established by the City’s Comprehensive Plan and Zone Map are hereby assigned to the lands within the Annexed Territory as shown on the attached Exhibit “F”.

SECTION 5: ASSESSMENT AND TAXATION

Land within the Annexed Territory will be assessed and taxed in the same manner as other similarly situated property within the City as of the effective date of this Ordinance.

SECTION 6: NOTIFICATION TO APPROPRIATE AGENCIES AND UTILITIES

Subject to Section 3, the City Recorder will cause notice of the Annexation to be recorded with the Jefferson County Clerk within sixty (60) days of the date the City Council proclaims the Annexation approved.

Subject to Section 3, the City Recorder will file with the Jefferson County Assessor and the Oregon Department of Revenue legal descriptions and accurate maps showing the Annexed Territory.

Notification will also be forwarded to the appropriate state agencies, Jefferson County Clerk, Jefferson County GIS Department, Jefferson County Community Development Department, to all utilities subject to notice pursuant to ORS 222.005, and to all other parties entitled to notice.

SECTION 7: SEVERABILITY; CORRECTIONS

All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular.

The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended.

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

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

ADOPTED by the City Council of the City of Madras and signed by the Mayor this 23rd day of May, 2023.

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

**EXHIBIT A
STAFF REPORT FOR PLANNING FILE NO. AX-22-1**

[attached]

**CITY OF MADRAS
COMMUNITY DEVELOPMENT DEPARTMENT
125 SW E Street
Madras, OR, 97741
541-475-2344**

FINDINGS

File	AX-22-1	
Applicants	Name & Address	Properties Owned by Applicant (Map & Taxlot)
	Jefferson County 66 SE D Street Madras, OR, 99741	11-13-2DA-500
	Mendazona Family Trust 15967 SW Brasada Ranch Road Powell Butte, OR, 97753	11-13-2DA-2300, 2301, 2400, 2500
	Joel Gisler 1479 NE 1 st Street, Suite 100 Bend, OR, 97701	11-13-2DA-1600, 1900
	Small Properties 2 PO Box 1885 Redmond, OR, 97756	11-13-2DA-1800
Subject Properties	11-13-2-DA, Tax Lots 500, 1600, 1700, 1800, 1900, 2300, 2301, 2400, 2500	
Location	Taxlot 2500 is addressed as 316 NW 4th Street, Madras, Oregon 97741 and all other lots are unaddressed.	
Zoning	Single Family Residential (R-1), Taxlot 500 is split between R-1 and Corridor Commercial (C-1)	
Proposal	Annex all or a portion of the subject properties into Madras city limits and zone the properties Single Family Residential (R-1) as identified on the City of Madras Urban Area Comprehensive Plan and Zoning Map. The parcels to be annexed total approximately 15.5 acres.	
Amended Proposal	Taxlot 11-13-2DA-1600 was increased in size as a result of City Land Use File No. LLA-22-3 and the territory proposed to be annexed has accordingly been increased.	
Review Type	Type III	
Public Hearing Dates	Hearings Body	Date
	Planning Commission	August 3, 2022
	Planning Commission	August 17, 2022
	Planning Commission	August 23, 2022
	Planning Commission	September 21, 2022
	Planning Commission	October 19, 2022
	Planning Commission	January 4, 2023
	Planning Commission	January 18, 2023
	City Council	January 24, 2023
	Planning Commission	March 15, 2023
	City Council	March 28, 2023
	Planning Commission	April 19, 2023
	City Council	May 9, 2023
Staff Reviewer	Nicholas Snead, Community Development Director nsnead@cityofmadras.us 541-475-2344	

I. APPLICABLE CRITERIA:

The following Oregon Statewide Planning Goals, Statutes, Rules, Plans and Ordinances may be applicable to the proposal:

State of Oregon:

- ORS 222.111
- ORS 222.120
- ORS 222.125
- ORS 197.175
- OAR 660-012-0060
- OAR 660-014-0060

City of Madras Comprehensive Plan:

- Policy 5

Madras Development Code, Chapter 18 – Development Code:

- Chapter 18.70 – Annexation
- Chapter 18.80 – Administration

II. EXHIBITS:

The following are included herein by reference:

- Exhibit A: Annexation Application and materials submitted by the applicant
- Exhibit B: City of Madras Public Works Director Memorandum dated July 14, 2022
- Exhibit C: City Land Use File No. LLA-22-3 (Gisler)
- Exhibit D: Revised Legal Description and Map of Gisler Properties
- Exhibit E: Adjacent Property Owner Notice, July 2022
- Exhibit F: Revised Adjacent Property Owner Notice, December 1, 2022
- Exhibit G: Madras Pioneer Public Hearing Notice, August 2022
- Exhibit H: Madras Pioneer Public Hearing Notice, December 2022

III. FINDINGS OF FACT:

1. LOCATION:

A map, legal description, property detail list of the annexed parcels are contained in that attached **Exhibit A**. The applicant will provide a revised legal description of the territory proposed for annexation prior to the adopting ordinance being considered for passed by the City Council. The subject property is located west of, and is contiguous to, the present city limits. The annexed property is located west of Highway 26 and is accessed from NW Poplar, NW Oak and NW 4th Streets.

Figure 1. Property and Right-of-Way Proposed for Annexation

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2. ZONING:

The subject property is currently zoned Single Family Residential (R-1) and designated Urban and Urbanizable by Jefferson County. Upon annexation, the annexed territory will be zoned Single Family Residential (R-1) per the City of Madras Zoning Map. It is located within the City of Madras Urban Growth Boundary

3. SITE DESCRIPTION:

The annexed territory is comprised of 15.5 +/- acres contiguous to the existing city limits. The annexed territory is undeveloped. There was a residential structure at 316 NW 4th Street, but this has been removed. The other parcels have no known previous development.

4. SURROUNDING USES:

Properties to the north are developed as residential and as a hotel with the hotel property being within City limits and with most property being zoned C-1. To the east, adjacent properties are a mix of residential and commercially-developed properties with most properties to the east of subject properties already in City limits and zoning of these properties is a mix of R-1 and C-1. To the south, the properties are undeveloped and in City limits and these properties are zoned C-1. The properties to the west are in the UGB but not in City limits and these properties are zoned R-1 with one parcel having a residence and the others being undeveloped.

5. PUBLIC NOTICES

Table 1. Public Notices Issued.

Notice Type	Date Issued or Published	Notes
Adjacent Property Owner Notice	7-5-2022	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Development Team/Agencies Notice	7-5-2022	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Madras Pioneer Newspaper Public Hearing Notice	7-13-22	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Adjacent Property Owner Notice	12-1-22	For 1-4-23 Planning Commission Hearing & 1-24-23 City Council Hearing
Madras Pioneer Newspaper Public Hearing Notice	12-7-22 & 12-28-22	For 1-4-23 Planning Commission Hearing & 1-24-23 City Council Hearing

6. PUBLIC FACILITIES AND SERVICES:

If annexed, the subject property will be serviced by the following utilities and public facilities.

- **Electricity** – Pacific Power
- **Road access** – The property is accessed from NW Poplar, NW Oak and NW 4th Streets.
- **Telecommunications** – CenturyLink and cellular service and BendTel
- **Domestic Water** – Deschutes Valley Water District
- **Wastewater/Sewer** – City of Madras
- **Fire protection** – Jefferson County Fire District No. 1
- **Police protection** – City of Madras

7. PROPOSAL:

Annex multiple parcels totaling approximately 15.5 acres +/- adjacent to current areas of Madras within city limits into the jurisdictional boundaries of the City of Madras and implementation of City zoning.

IV. FINDINGS:

MADRAS DEVELOPMENT CODE

Chapter 18.70: Annexation

...

SECTION 18.70.020 ANNEXATION PROCEDURE.

Annexation is a legislative land use decision and is subject to applicable provisions of the City of Madras Comprehensive Plan, Oregon Revised Statutes, and Oregon Administrative Rules. An annexation petition may be initiated by any person or by the City Council by resolution. Except as otherwise provided in MDC 18.70.050 through 18.70.080 or by state law, annexation petitions shall follow the procedures set out below:

FINDING: This annexation was initiated by the owners of the subject properties.

1. Any person who wishes to petition for the annexation of territory to the City shall participate in a pre-application conference prior to filing a petition for annexation. The purpose of the pre-application

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conference shall be to inform the person of the process for annexing territory into the City and to discuss the annexation proposal.

FINDING: City staff met several times with the applicant(s) prior to filing the petition for annexation to discuss the proposal and consult with affected utility providers and governmental agencies. In addition, Jefferson County attended a Development Team meeting on October 1, 2020 for lot 400.

2. Petitioners shall submit a completed petition on the form prescribed by the City, along with the applicable fee, to the City of Madras Community Development Department.

FINDING: The submitted petition for annexation was completed on the prescribed form and appropriate fees were paid by Jefferson County.

3. If the submitted petition for annexation is complete, the Community Development Director shall schedule a Public Hearing before the City's Planning Commission, followed by a Public Hearing before the City Council for a decision on the proposed annexation. Notice will be provided and comments solicited from affected City Departments, state agencies, and special districts.

FINDING: The City's Community Development Director determined that the application was complete and noticed a hearing before the City's Planning Commission on August 3, 2022 for which was continued to date and time certain on several occasions (see Table 2 below). The applicant sought to amend the annexation proposal by adjusting the property lines of taxlot 1600 on Jefferson County Assessor's Map No. 11-13-2DA-1600. As a result, the applicant tolled the 120-day clock so that a Property Line Adjustment application could reviewed and approved by the City of Madras. The City has approved the Property Line Adjustment application (File No. LLA-22-3). As a result, the City determined that the initial Annexation proposal had been amended to include additional land to annexed than initially proposed. As a result, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2022) and City Council (January 24, 2022) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer (see Table 1). As of May 2, 2023, the property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 has not fulfilled Condition of Approval #7 of the City's Property Line Adjustment decision (File No. LLA-22-3). Therefore, it shall be a condition of annexation, that the property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3 prior to the Madras City Council considering an adopting ordinance for the annexation.

CONDITION OF APPROVAL: The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3 prior to the Madras City Council considering an adopting ordinance for the annexation.

Table 2. Public Hearing Dates by Hearings Body

Hearings Body	Date	Action
Planning Commission	August 3, 2022	Continued to August 17, 2022
Planning Commission	August 17, 2022	Continued to August 23, 2022
Planning Commission	August 23, 2022	Continued to September 21, 2022
Planning Commission	September 21, 2022	Continued to October 19, 2022
Planning Commission	October 19, 2022	No action taken.
Planning Commission	January 4, 2023	Continued to January 18, 2023
Planning Commission	January 18, 2023	Planning Commission recommended approval to Council
City Council	January 24, 2023	Continued to March 28, 2023
Planning Commission	March 15, 2023	Continued to April 19, 2023
City Council	March 28, 2023	Continued to May 9, 2023

4. The Community Development Director, or a designee, shall prepare a report summarizing solicited comments and indicating the degree to which the petition is consistent with the provisions of this Code and other applicable criteria including, but not limited to, compliance with existing approvals and agreements.

FINDING: This land use decision and the related Planning Commission staff reports satisfy the above stated standard.

5. The Planning Commission shall conduct a public hearing to determine a recommendation to the City Council to approve, approve with conditions or modifications, or disapprove the feasibility of the annexation proposal based on the applicable criteria as set forth in MDC 18.70.040. The Planning Commission shall state its recommendation, along with supporting rationale, in writing.

FINDING: Public hearings were held and noticed before the Planning Commission the City Council as identified in Table 1 and 2. At the April 19, 2023 the Planning Commission took formal action to make a recommendation to the City Council to approve the Annexation proposal as presented. At the May 9, 2023 City Council meeting, the Council took formal action to approve the Annexation proposal as presented and directed staff to prepare the appropriate adopting ordinance.

6. The City Council, by ordinance, may approve the annexation following a public hearing and after making findings that the criteria set out in MDC 18.70.040 below have been met.

FINDING: Public hearings were scheduled as shown in Table 1 above before the City Council. If the Council finds that the proposed annexation meets the applicable criteria, the Council will adopt an ordinance with appropriate findings to effectuate the annexation.

7. All public hearings for an annexation petition shall be noticed in accordance with ORS Chapter 222. Additionally, where an annexation, if approved, would create an island of unincorporated property, those property owners of record within the potential island shall be notified. Such notification shall expressly alert the owners of the potential for formation of an island.

FINDING: Notices of the August 3, 2022 Planning Commission and August 23, 2022 City Council public hearings were published in the Madras Pioneer July 6, 2022 and July 20, 2022, posted in public locations on July 13, 2022 in accordance, and the adjacent property owners within 250 feet of the subject properties were noticed in accordance with ORS Chapter 222 and Madras Development Code Chapters 18.70 and 18.80 (Table 2 and Exhibits D & G). Additionally, Notices of the January 4, 2023 Planning Commission and

ATTACHMENT A

January 24, 2023 City Council public hearings were published in the Madras Pioneer December 7, 2022 and December 28, 2022, posted in public locations on December 21, 2022 in accordance, and the adjacent property owners within 250 feet of the subject properties were noticed in accordance with ORS Chapter 222 and Madras Development Code Chapters 18.70 and 18.80 (Exhibits F & H).

As a result of the Annexation proposal being revised, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2023) and City Council (January 24, 2023) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer (see Table 2 above).

8. Where a vote on a proposed annexation is required, the City shall submit the question to the Jefferson County Clerk. If, following the vote, the City Council finds that a majority of the eligible votes cast are in favor of the annexation, the City Council shall, by ordinance, proclaim the annexation.

FINDING: A vote on the subject annexation is not required by the City Charter, the MDC, or by ORS Chapter 222.

9. Territory annexed into the City shall automatically be given the comprehensive plan designation and zoning designation that is the equivalent to the applicable county designations unless one or more of the following apply:

a. The petitioner requests a new comprehensive plan designation, or zone designation other than the equivalent City designation in the petition for annexation and files a separate application for zone change and plan amendment;

b. The City Council proposes a new comprehensive plan designation, or zone designation other than the equivalent City designation in the ordinance proclaiming the annexation; or

c. The equivalent City designation is inconsistent with the City of Madras Comprehensive Plan, in which case a plan amendment and/or zone change application will be required.

FINDING: With one exception, both the County and City have designated the subject properties as Single Family Residential (R-1) in the City's Urban Area Comprehensive Plan and Zone Map (Table 3). The exception is tax lot 500 which is zoned as Corridor Commercial (C-1) on the eastern 1/3 of the parcel and Single Family Residential (R-1) on the western 2/3 of the parcel. Tax lot 500 will be designated as R-1 upon annexation as that is the majority of the parcel and per Madras Municipal Code (MMC) 18.15.030(3), if a lot is split with two or more zoning district boundaries, the primary or predominant (which covers a majority of the lot) zoning district shall be the governing zone. The Community Development Director shall determine the governing zone. The Community Development Director determined that in the case of tax lot 500, the governing zone shall be R-1 based on the majority of the parcel being in the R-1 zone. The applicants have not requested a different zoning. Upon annexation, the subject property will be assigned (City) R-1 zoning consistent with the City's unified zoning and comprehensive plan map. The effects of switching from the County zoning to the City's zoning are addressed in findings below.

Table 3. Current and Proposed Zoning Upon Annexation

Tax Lot Number	Current County Zoning	Zoning Upon Annexation
500	R-1 and C-1	R-1
1600	R-1	R-1
1800	R-1	R-1
1900	R-1	R-1
2300	R-1	R-1
2301	R-1	R-1
2400	R-1	R-1
2500	R-1	R-1

SECTION 18.70.030 PETITION FOR ANEXATION.

The petitioner for annexation shall complete a petition on the form provided by the Community Development Department and remit the applicable fee. The petition shall include:

- 1. A map depicting the proposed annexation;**
- 2. Specific information on each parcel within the proposed annexation area, including:**
 - a. Current assessed valuation as shown on the Jefferson County Assessor's tax rolls;**
 - b. Acreage of both public and private property to be annexed;**
 - c. Map and tax lot number(s);**
 - d. A legal description of the territory to be annexed, meeting the relevant requirements of ORS 308.225; and**
 - e. The situs address**
 - f. The owner of record and mailing address of the owner of record.**
- 3. A list of registered voters in the proposed annexation area.**
- 4. Where applicable, Consent to Annexation forms, provided by the City, with notarized signatures of all property owners and electors within the proposed annexation area.**
- 5. Written findings, which address the following:**
 - a. Existing land uses within annexation area.**
 - b. Existing zoning within the annexation area and proposed zoning that is consistent with the Comprehensive Plan.**
 - c. Whether the annexation area includes the jurisdiction of any special district as**

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defined by ORS 198.010 and whether the annexed area will be withdrawn from the jurisdiction of the special district.

d. The present availability of urban services within the proposed annexation area, a description of existing infrastructure, the present capacity of existing urban services and supporting infrastructure, the cost of extending and/or improving urban service infrastructure to City standards, and the method and source of financing the costs of extending and/or improving urban service infrastructure to City standards for the following services:

- i. sanitary sewers
- ii. storm drainage
- iii. streets
- iv. water
- v. fire
- vi. police
- vii. power
- viii. schools
- ix. parks

e. Where a zone change is requested or contemplated, a statement indicating the type and nature of any comprehensive plan text or map amendment or zoning ordinance or zoning map amendments that will be sought. A separate zone change and/or plan amendment application shall be filed and may be processed concurrently.

FINDING: The applicant submitted an application satisfying the standards set forth above. No change to the comprehensive plan or corresponding zoning designation is proposed.

SECTION 18.70.040 ANNEXATION CRITERIA.

Except as otherwise provided in 18.70.050 through 18.70.080 or by state law, lands may be annexed only if the City Council finds that the following criteria are met:

1. The annexation complies with all applicable provisions of ORS 222.

FINDING: The proposed annexation complies with the applicable provisions of ORS 222. Findings under the applicable provisions of ORS 222 are addressed below.

2. The proposed annexation area is contiguous to the City Limits as defined in and as required by ORS 222.

FINDING: The subject properties are contiguous to the city limits per ORS 222.111.

3. The property is located within the Urban Growth Boundary.

FINDING: The territory proposed to be annexed is located within the Madras Urban Growth Boundary.

4. The annexation meets at least one of the following purposes:

- a. To serve lands needing City water or sewer to alleviate a present or potential health hazard; or
- b. To provide land to accommodate future urban development; or
- c. To provide land for provision of needed transportation or utility facilities; or
- d. To ensure that lands adjacent to the City are developed in a manner consistent with City standards.
- e. The annexation is otherwise permitted by the applicable state law.

FINDING: The proposed annexation satisfies elements (b), (c), (d), and (e). By bringing the subject property into the City, the City can ensure that any re-development of those lands will occur in a manner consistent with City standards. As addressed in the findings for ORS Chapter 222, the proposed annexation is otherwise permitted by applicable state law. The proposed annexation will allow for orderly development and construction of needed transportation facilities whereby public rights of way will be improved upon development of in accordance with City standards. The Public Works Director is requiring rights of way to be dedicated in a manner consistent with the City's TSP.

5. The annexation is timely and the petitioner has adequately addressed infrastructure supply and demand issues. This criterion is satisfied where:

- a. An adequate level of the urban services identified in Section 7.3(E)(4) and infrastructure supporting those urban services is presently provided in the annexation area;

FINDING: Attached as **Exhibit B** is a memorandum dated July 14, 2022 from Public Works Director that there are adequate levels of sanitary sewers, storm drainage, domestic water and parks to serve the subject property with extension of utilities at the time a property is developed. Although many urban services are available in the subject properties area, the Public Works Director found there is an insufficient street network in the area to be annexed. Per the Public Works Memorandum, the City's Comprehensive Plan and Transportation System Master Plan identifies NW Poplar Street to be extended from US Hwy 26 to the Urban Growth Boundary as a Minor Collector. They also identify NW 3rd Street to be extended from NW Poplar Street to NW Cedar Street as a Major Collector. Since the Annexation application was revised, the Public Works Director has authorized 3rd Street to be designed and constructed to a Minor Collector standard. Additionally, the west property line of Tax Lot 1600 boundary was moved to the west to increase the size of Tax Lot 1600 (City File No. LLA-22-3).

The Public Works Director's Memorandum identifies that the existing Poplar Street ROW varies in width from 25 feet to 50 feet, which does not meet City Standards for a Minor Collector of 60 feet and that to meet minimum City standards for ROW widths and proper alignment, Tax Lot 1900 must dedicate the southerly 16 feet, and Tax Lots 2301 and 2400 will each need to dedicate the northerly 19 feet, along the entire length of the respective parcels' frontage with Poplar Street.

The Public Works Director's Memorandum also identifies that existing 3rd Street's ROW south of Poplar Street, and adjacent to Tax Lots 2300, 2301 and 1800 is 70 feet wide, is to be Minor Collector. In accordance with the City's TSP, NW 3rd Street is to extend north from Poplar Street to Cedar Street. To maintain proper alignment and meet City standards for width on a Minor Collector, Tax Lots 1600 and 1900 will need to dedicate the westerly 55 feet of their respective parcels.

ATTACHMENT A

To ensure the territory proposed to be annexed are served with the necessary transportation system, The applicant shall dedicate the portions of the subject properties as public rights-of-way, prior to the annexation becoming effective, as specified in the Public Works Director's Memorandum dated July 14, 2022. More specifically, the applicant shall dedicate the portions of the following subject properties as public rights of way: 1) Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way; 2) Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way; 3) 3. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.

CONDITION OF APPROVAL: The applicant shall dedicate the portions of the subject properties as public rights-of-way, prior to the annexation becoming effective, the applicant shall dedicate the portions of the following subject properties as public rights of way:

1. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.
2. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
3. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.

FINDING: The subject property is already served by the Jefferson County Fire District and there will be no change in service following the annexation. Per the statement from the Public Works Director, most water and sewer services have not been extended to properties that are proposed for annexation. However, at the time of development water and sewer services will be extended to serve all development on these properties consistent with City standards. The applicable developer will be responsible for the cost to extend necessary facilities to their development. A will-serve letter was not received from Pacific Power, but Staff finds that these parcels are within Pacific Power's service area and as parcels develop. Applicants or developers will extend electric service to each property as part of development. Law enforcement protection will change from Jefferson County to the City of Madras Police Department. In Exhibit A is a statement from Madras Chief of Police Tanner Stanfill that the Madras Police Department is able to provide police protection to the subject property once annexed. he annexed territory does not include any areas for residential development so there will be no additional burden on parks or schools.

The City and the Fire Department require a minimum of 20 feet in width for fire rescue vehicle access and public utility to serve properties with Public Sewer and Water. The existing public ROW located between Tax Lots 1600 and 1900 going east/west is 10 feet in width and does not meet minimum widths for Fire or Public Utilities. To meet fire standards, Tax Lot 1600 needs to dedicate the southerly 5 feet along its entire frontage with this right-of-way and Tax Lot 1900 needs to dedicate the northerly 5 feet along its entire frontage with this right-of-way.

CONDITION OF APPROVAL: At the time of annexation and to ensure adequate access for public utilities and fire rescue vehicles, Applicants shall dedicate the following as public rights of way:

ATTACHMENT A

1. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
2. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

b. The City and other service providers are readily capable of extending or upgrading urban services and infrastructure to the area proposed for annexation without undue cost, negatively impacting existing systems, or inhibiting the adequacy of urban services to existing areas within the City Limits; or

c. Where urban services and infrastructure cannot readily be extended or upgraded, that the fiscal impacts to the City and other service providers of extending or upgrading urban services and supporting infrastructure have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

FINDING: As detailed above, the subject property is already served or can be readily served with urban services, including the dedications of right of way detailed earlier in these findings. The service providers have not identified any undue costs or negative impacts to continuing or adding urban services to the subject property. No further conditions or special agreements are necessary.

6. The proposed annexation complies with the Comprehensive Plan.

FINDING: The City's Comprehensive Plan does not set forth any applicable standards or criteria for annexation other than Policy 5, which provides "The City shall coordinate provision of public services with annexation of land outside the City limits." Rather annexation is guided by state law and the provisions of the Madras Development Code, which implements the Comprehensive Plan and includes criteria on the provision of public services. As the proposed annexation is consistent with state law and the Madras Development Code, the proposed annexation complies with the City's Comprehensive Plan. Because the subject property is located within the City's Urban Growth Boundary, the Comprehensive Plan thus contemplates the annexation of the subject property.

7. The proposed annexation is compatible with the existing topography, potential for future land division, natural hazards and other related considerations.

FINDING: The subject property has a southerly slope but does not present topographical or natural hazard challenges for future development evident by commercial development to the north, south and east of subject properties. In addition, NW Poplar Street is designated as a future minor collector street per the 2019 Madras TSP.

8. The City Council may require an Annexation Agreement or otherwise condition approval of an annexation as necessary to achieve compliance with the provisions of this section.

FINDING: The proposed annexation complies with the applicable criteria. Conditions of approval are necessary related to dedication of public right of way to achieve compliance with City standards. As identified above, adjacent streets can be further improved upon re-development of the various parcels.

SECTION 18.70.050 ANNEXATION BY CONSENT. The City need not hold an election in the City or in any contiguous territory proposed to be annexed, or hold any hearing required by ORS 222 when all the owners of land and the requisite number of electors in that territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the City. Once consent

for annexation has been executed, the City, by ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

FINDING: The proposal is to annex the subject territory with the consent of the landowner. As the subject property is contiguous to the present city limits and the landowner has provided consent to annexation by submitting a signed Annexation application form to the City for consideration; no election is required. The City will hold public hearings on the proposed annexation consistent with ORS 222 and the Madras Development Code.

...

SECTION 18.70.090 FILING OF ANNEXATION RECORDS. The City shall report all changes in the boundaries of the City to the Jefferson County Clerk, Jefferson County Assessor, utility service providers, affected special districts, the Oregon Department of Revenue and the Oregon Secretary of State and any other entities or persons as required by State law.

FINDING: Upon annexation, the City shall report the boundary changes to those required to notified under ORS Chapter 222 and Section Chapter 18.70 of the Madras Development Code.

Chapter 18.80 ADMINISTRATIVE PROVISIONS

These are procedural requirements that have been or will be adhered to as part of these proceedings.

...

OREGON REVISED STATUTES, CHAPTER 222

ORS 222.111 Authority and procedure for annexation.

(1) When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.

FINDING: The City is proposing to annex the subject property pursuant to ORS 222.111 to 222.180 and Chapter 18.70 of the Madras Development Code. As shown on the map attached as **Exhibit A** the subject property is contiguous to the existing city limits. There are no special requirements for annexation set forth in the City Charter.

(2) A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

FINDING: The annexation is proposed by the owners of the property.

...

ATTACHMENT A

(4) When the territory to be annexed includes a part less than the entire area of a district named in ORS 222.510, the proposal for annexation may provide that if annexation of the territory occurs the part of the district annexed into the city is withdrawn from the district as of the effective date of the annexation. However, if the affected district is a district named in ORS 222.465, the effective date of the withdrawal of territory shall be determined as provided in ORS 222.465.

FINDING: The annexation proposal does not include annexing territory that includes a part less than the entire area of a district identified in ORS 222.510.

(5) The legislative body of the city shall submit, except when not required under ORS 222.120, 222.170 and 222.840 to 222.915 to do so, the proposal for annexation to the electors of the territory proposed for annexation and, except when permitted under ORS 222.120 or 222.840 to 222.915 to dispense with submitting the proposal for annexation to the electors of the city, the legislative body of the city shall submit such proposal to the electors of the city. The proposal for annexation may be voted upon at a general election or at a special election to be held for that purpose.

...

FINDING: This annexation proposal does not need to be submitted to the electors of the City pursuant to ORS 222.120, which is addressed below, and the City Charter does not require such an election.

ORS 222.120

Procedure without election by city electors; hearing; ordinance subject to referendum.

(1) Except when expressly required to do so by the city charter, the legislative body of a city is not required to submit a proposal for annexation of territory to the electors of the city for their approval or rejection.

(2) When the legislative body of the city elects to dispense with submitting the question of the proposed annexation to the electors of the city, the legislative body of the city shall fix a day for a public hearing before the legislative body at which time the electors of the city may appear and be heard on the question of annexation.

(3) The city legislative body shall cause notice of the hearing to be published once each week for two successive weeks prior to the day of hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for a like period.

(4) After the hearing, the city legislative body may, by an ordinance containing a legal description of the territory in question:

...

(b) Declare that the territory is annexed to the city where electors or landowners in the contiguous territory consented in writing to such annexation, as provided in ORS 222.125 or 222.170, prior to the public hearing held under subsection (2) of this section; or

...

ATTACHMENT A

(7) For the purpose of this section, ORS 222.125 and 222.170, “owner” or “landowner” means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel’s land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

FINDING: There is only one owner of each property proposed for annexation. The owners of the property that have consented to this annexation, pursuant to ORS 222.125, by signing the application form attached as **Exhibit A**.

ORS 222.125

Annexation by consent of all owners of land and majority of electors; proclamation of annexation.

The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

FINDING: The applicants are the owners of property that is proposed to be annexed. Because property owners consented to the annexation by signing the annexation application form, no election is required.

OREGON REVISED STATUTES, CHAPTER 197

ORS 197.175

Cities’ and counties’ planning responsibilities; rules on incorporations; compliance with goals.

(1) Cities and counties shall exercise their planning and zoning responsibilities, including, but not limited to, a city or special district boundary change which shall mean the annexation of unincorporated territory by a city, the incorporation of a new city and the formation or change of organization of or annexation to any special district authorized by ORS 198.705 to 198.955, 199.410 to 199.534 or 451.010 to 451.620, in accordance with ORS chapters 195, 196 and 197 and the goals approved under ORS chapters 195, 196 and 197. The Land Conservation and Development Commission shall adopt rules clarifying how the goals apply to the incorporation of a new city. Notwithstanding the provisions of section 15, chapter 827, Oregon Laws 1983, the rules shall take effect upon adoption by the commission. The applicability of rules promulgated under this section to the incorporation of cities prior to August 9, 1983, shall be determined under the laws of this state.

(2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

(a) Prepare, adopt, amend and revise comprehensive plans in compliance with goals approved by the commission;

(b) Enact land use regulations to implement their comprehensive plans;

(c) If its comprehensive plan and land use regulations have not been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the goals;

(d) If its comprehensive plan and land use regulations have been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the acknowledged plan and land use regulations

FINDING: The City of Madras Comprehensive Plan is an acknowledged Comprehensive Plan that guides land use planning for properties within Madras urban Growth Boundary as well as the annexation process. The proposed annexation is compliant with City's Comprehensive Plan. The proposed annexation is consistent with the Comprehensive Plan as the proposed annexation is not prohibited by the City's Comprehensive Plan or any implementing regulations in the Madras Development code. Consistency with Oregon Administrative Rules, the State Land Use Planning goals, and specific provisions of the Madras Development Code and Comprehensive Plan are discussed herein.

Oregon Administrative Rules, Chapter 660

Division 12: Transportation Planning

660-012-0060

Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

FINDING: The City's Transportation Planning is based on the Comprehensive Plan designations. The proposed annexation will align the zoning of the property with the Comprehensive Plan designation as the zoning does not take effect until annexation occurs.

Division 14: Application of the Statewide Planning Goals to Newly Incorporated Cities, Annexation, and Urban Development on Rural Lands

...

660-014-0060

Annexations of Lands Subject to an Acknowledged Comprehensive Plan

A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation.

FINDING: This annexation is consistent with the City of Madras Comprehensive Plan as the subject property is within the City's Urban Growth Boundary and thus designated for future inclusion within the City. The statewide planning goals are nonetheless addressed below.

Oregon Statewide Planning Goals

Oregon Statewide Planning Goal 1 "To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process."

FINDING: As part of the annexation process, proper notices were sent and public hearings will be held as shown in Table 2 above.

Oregon Statewide Planning Goal 2 "To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.", Oregon Statewide Planning Goal 3 "To preserve and maintain agricultural lands." and, Oregon Statewide Planning Goal 4 "Forests"

FINDING: In accordance with Goal 2, the record contains an adequate factual basis to enable the City to make a rational decision on the annexation request. Exceptions to Goals 3 and 4 are not required as the annexed territory will be located within an Urban Growth Boundary and is not agricultural or forest lands.

Oregon Statewide Planning Goal 5 "Open Spaces, Scenic and Historic Areas, and Natural Resources"

FINDING: Goal 5 resources are listed in the City's acknowledged Comprehensive Plan. There are no known significant Goal 5 resources on the site. The area proposed for annexation is similar to other sites around the City of Madras with regard to open space, scenic views and other Goal 5 values. Utilizing the selected site as proposed will have no noticeable adverse impact on the amount of regional open space or scenic views available.

Impacts on related resources:

Mineral and Aggregate, and Energy Resources: The annexed territory is not located in proximity to any mineral, aggregate, or energy resources.

Fish and Wildlife Habitat: The subject property does not include any specialized habitat for any sensitive fish or wildlife species.

Ecologically and Scientifically Significant: Nothing about the subject property separates it from surrounding areas as ecologically or scientifically significant.

Outstanding Scenic Views: Nothing about the subject property indicates it has a significantly better view than other similar or surrounding sites.

Water areas, wetlands, watersheds, and groundwater resources: The subject property does not contain any water features or resources.

Wilderness Areas: The subject property does not meet the definitions of “wilderness areas” as described within the Oregon State Goals and Guidelines. The parcel has been used for commercial purposes since at least the 1950s and does not contain pristine surroundings or old growth trees.

Historic areas, sites, structures and objects: The subject property has no structures listed on the National Register of Historic Places. No structures or places of historical significance have been determined to exist on or near the property selected.

Cultural areas: The subject property has no known cultural resources.

Oregon Statewide Planning Goal 6 “Air, Water, and Land Resources Quality”

FINDING: No exception to compliance with Goal 6 is proposed. Maintaining or improving the quality of the community’s air, water and land resources will be assured through enforcement of state and local regulations. Annexation of the subject property into the City will ensure connections to City sewer system. Annexation of the subject property will not cause the sewer capacity to be exceeded as supported by **Exhibit A**.

Oregon Statewide Planning Goal 7 “Natural Disasters and Hazards”

FINDING: There are no areas within the subject property that are subject to flooding or landslide activity. The wildfire hazard for the subject property is the same as other areas. The subject property is already within a fire protection district and will continue to be served by the Jefferson Fire District.

Oregon Statewide Planning Goal 8 “Recreational Needs”

FINDING: Annexation of the subject property will not deprive citizens of recreational opportunities. As development is proposed, the needs for additional park land dedication or in-lieu of fees will be reviewed and assessed or required as necessary to meet the City’s parks plans as necessary per Madras Municipal Code Chapter 18.

Oregon Statewide Planning Goal 9 “Economic Development”

FINDING: The proposed annexation does not change the amount of lands designated for industrial or employment uses.

Oregon Statewide Planning Goal 10 “Housing”

FINDING: The proposed annexation will allow the inclusion of additional land for housing purposes and create more opportunities for additional housing.

Oregon Statewide Planning Goal 11 “Public Facilities and Services”

FINDING: Subject to the conditions of approval throughout these findings and decision, public facilities and services are adequate to serve the needs of the area proposed for annexation as documented in **Exhibit A**.

Oregon Statewide Planning Goal 12 is “To provide and encourage a safe, convenient and economic transportation system.”

FINDING: OAR 660-012 implements Oregon Statewide Planning Goal 12. This administrative rule requires the City to prepare and adopt a Transportation System Plan (“TSP”) as part of its Comprehensive Plan. The City has adopted a TSP, which has been acknowledged by DLCD.

OAR 660-012-0060 further requires cities to mitigate any significant effects on existing or planned transportation facilities resulting from changes in plans and land use regulations. Upon annexation, the subject property will assume the zoning designation assigned by the City’s unified Zoning and Comprehensive Plan map and be subject to the Madras Development Code. Because the City’s transportation planning is based on designation in the Comprehensive Plan, the change in zoning to match the Comprehensive Plan designation does not affect the City’s transportation planning or the function of its transportation system. Accordingly, the annexation, and change from County to City zoning, does not allow for levels of development above and beyond what is presently permitted on the subject property.

Oregon Statewide Planning Goal 13 “Energy Conservation”

FINDING: The proposed annexation has no impact on energy usage. However, the subject property’s location adjacent to the existing city limits will result in less transportation-related energy use than inclusion of more distant lands.

Oregon Statewide Planning Goal 14 “Urbanization”

FINDING: Goal 14 calls for the orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities. This goal provides no specific criteria for annexations. However, the proposed annexation will allow for efficient transition to urban uses as annexation will allow for the extension of urban services to the subject property.

Oregon Statewide Planning Goals 15-19

FINDING: These Goals are not applicable to the subject property because it is not within the Willamette Greenway, estuarine areas, coastal shoreland, beaches and dunes or ocean resources.

18.80.010 Pre-application conference.

Unless the application is filed by the City, a pre-application conference is required for all Type III and Type IV applicants. Pre-application conferences are also highly recommended for complex applications and for applicants who are unfamiliar with the land use process. The purpose of the conference shall be to acquaint the applicant with the substantive and procedural requirements of this Development Code and to identify issues likely to arise in processing an application. [Ord. 933 § 16.1, 2019.]

FINDING: Jefferson County attended a pre-application conference on October 20, 2020 and numerous meetings were subsequently held with applicants after that date.

18.80.020 Applications.

No land use approval or planning review shall be processed unless the applicant submits a complete application.

(1) All applications shall:

- (a) Be submitted by the property owner or a person who has written authorization from the property owner to make the application;**
- (b) Be completed on the applicable form prescribed by the City;**
- (c) Include supporting information required by this Development Code and any other information necessary to, in the judgment of the Community Development Director, demonstrate compliance with applicable standards;**
- (d) Be accompanied by the appropriate application fee, and any applicable public hearing fee, established by the City from time to time; and**
- (e) Provide proof of ownership in the form of a deed or other recorded document; except this requirement shall not apply to:
 - (i) Applications submitted by or on behalf of a public entity or public utility having the power of eminent domain with respect to the property subject to the application; or**
 - (ii) Applications for development proposals sited on lands owned by the state or the federal government.****

FINDING: Staff finds Applicant complied with the above stated standards.

(2) For purposes of this Development Code, a complete application refers to an application submitted in conformance with this section and any other requirements of the particular application set forth in this Development Code. An application is not complete unless, in the judgment of the Community Development Director, the application contains sufficient information to address all applicable standards. Acceptance of an application as complete shall not preclude a determination at a later date that additional applicable standards need to be addressed or a later determination that additional information is needed to adequately address applicable standards. [Ord. 933 § 16.2, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.030 Modification of application.

(1) Subject to this section, an applicant may modify an application at any time during the approval process up until the issuance of an administrative decision or the close of the record for an application requiring a public hearing.

ATTACHMENT A

(2) The decision maker shall not consider any evidence submitted by or on behalf of an applicant that would constitute a modification of application unless the applicant submits a complete application for a modification and agrees in writing to restart the applicable review period as of the date the modification is submitted.

(3) A modification of application that constitutes a new proposal shall not be permitted as a modification, but shall instead require the filing of a new application.

(4) For Type III decisions, the decision maker may require that the modified application be renotediced and additional hearings be held.

(5) Up until the issuance of an administrative decision or the day a public hearing is opened for receipt of oral testimony, the Community Development Director shall have sole authority to determine whether an applicant's submittal requires an application for modification of application or requires submittal of a new application. After such time, the higher decision maker shall make such determinations. The decision maker's determination shall be appealable only to the Oregon Land Use Board of Appeals (LUBA) and shall be appealable only after a final decision is entered by the City on the underlying application. [Ord. 933 § 16.3, 2019.]

FINDING: Applicant has not applied for a modification of application. Should Applicant do apply for a modification in the future, the above stated standards shall apply.

...

18.80.050 Burden of proof.

The burden of proof to demonstrate compliance with the applicable standards is upon the applicant for all land use approvals and planning reviews. [Ord. 933 § 16.5, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.060 Applicable standards.

The standards and criteria applicable to an application shall be the standards and criteria applicable at the time the application was first submitted. [Ord. 933 § 16.6, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.070 Final action.

The City shall take final action on all applications in accordance with the time limitations set forth in ORS 227.178 as the same may be amended from time to time. [Ord. 933 § 16.7, 2019.]

FINDING: Staff finds City may take final action according to the above stated standards.

18.80.080 Time computation.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, legal holiday, or any day on which the City is not open for business pursuant to a City ordinance, in which case it shall also be excluded. [Ord. 933 § 16.8, 2019.]

FINDING: Staff finds the City is subject to the above stated standards.

18.80.090 Classification of decisions.

All land use approvals and planning reviews shall be processed based on the decision classification hierarchy set forth below. Except where the classification is expressly prescribed in this Development Code, the Community Development Director shall have discretion as to how a particular application,

request, or review shall be classified and which review procedures will be used, which shall not be an appealable decision.

...

(3) Type III Decisions.

(a) Type III decisions are made by the Planning Commission after a public hearing following quasi-judicial hearings procedures set forth in this chapter.

(b) Applications for a subdivision, planned unit development, conditional use, major variance, quasi-judicial zone change, master development plan, and such other applications as prescribed by this Development Code shall be processed as Type III decisions.

(c) If appealed, Type III decisions may be appealed to the City Council subject to the City Council's discretion to hear the appeal.

...

(5) Additional or alternative procedures for specific applications may be set forth in this Development Code. [Ord. 933 § 16.9, 2019.]

FINDING: Staff determined an application for annexation shall be reviewed as a Type III decision according to the above stated standards.

18.80.100 Hearings officers.

The City Council may appoint a special Hearings Officer to review an application or appeal in place of the Planning Commission or City Council. [Ord. 933 § 16.10, 2019.]

FINDING: This application will be reviewed by the City of Madras Planning Commission and later the City Council.

18.80.110 Notice of application.

(1) No notice is required for the receipt of an application for a Type I decision.

(2) Notice of an application for a Type II decision shall be mailed within ten (10) days after City's acceptance of a complete application. Written notice shall also be mailed to the following persons:

(a) The applicant.

(b) Unless specified elsewhere in this Development Code, to all owners of property within a distance of 250 feet of the subject property at the owner's address of record with the Jefferson County Tax Assessor.

(c) Affected public agencies, including the following:

(i) *Division of State Lands.* The City shall notify the Oregon Division of State Lands (DSL) of any application that involves lands that are wholly or partially within areas that are identified as wetlands. Notice shall be in writing using the DSL Wetland Land Use Notification form and shall be sent within five working days of acceptance of a complete application (ORS 227.350).

(ii) *Department of Fish and Wildlife.* The City shall notify the Oregon Department of Fish and Wildlife (ODFW) in writing of any application for development activities within the riparian corridor. A mitigation recommendation shall be obtained from ODFW. Approval of the proposed development shall include a condition requiring compliance with the ODFW mitigation recommendations (OAR 635-415).

(iii) *Other Agencies.* The City shall notify other public agencies, as appropriate, that have statutory or administrative rule authority to review or issue state permits associated with local development applications.

(3) Notice of Type III decisions shall be the same as that required of Type II decisions except that the Community Development Director shall set the date of the initial public hearing and a notice of the

public hearing shall be published in a newspaper of general circulation within the City no less than twenty (20) days and no more than forty (40) days prior to the public hearing.

FINDING: Staff notified all property owners within a 250 foot buffer of subject properties on July 5, 2022 using the address of record obtained from the Jefferson County Tax Assessor. A notice was sent to the Development team on July 5, 2022. A public notice was published in the Madras Pioneer newspaper on July 6, 2022 and again on July 20, 2022. On July 13, 2022, Public notices were also placed in a public spaces at Madras City Hall, the Jefferson County Tax Assessor’s office, the Madras post office and the Jefferson County Public Library. Notice was also sent to subscribers of the City’s Public Notification e-mail list on July 8, 2022 (see Table 2).

As a result of the Annexation proposal being revised, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2022) and City Council (January 24, 2022) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer.

...

(5) The failure of a party to receive actual notice shall not invalidate any proceeding or any decision issued pursuant to this Development Code.

(6) Notwithstanding the provisions of this section, where other provisions of this Development Code specify procedures with greater opportunity for public notice and comment, those procedures shall apply. [Ord. 933 § 16.11, 2019.]

18.80.120 Contents of public notice.

(1) All required public notices shall provide a brief description of the applicant’s request, a list of applicable standards, the location of the property, the date, time, and place of the public hearing (if applicable), and instructions on obtaining copies of the application and providing written comment.

(2) All notices for public hearings shall also contain a statement that recipients may request a copy of the staff report. [Ord. 933 § 16.12, 2019.]

FINDING: The public notices posted and published comply with the above stated standards.

18.80.130 Public hearing procedure.

(1) A public hearing shall be conducted in the following order:

(a) The decision maker shall explain the purpose of the public hearing and announce the order of proceedings, including reasonable time limits on presentations by parties.

(b) A statement by the decision maker regarding pre-hearing contacts, bias, prejudice, or personal interest shall be made.

(c) Any evidence received outside of the hearing shall be stated in the record.

(d) Challenges to the decision maker’s qualifications to hear the matter must be stated.

(e) Order of presentation:

(i) Staff report.

(ii) Proponent’s presentation.

(iii) Opponent’s presentation.

(iv) Interested parties.

(v) Proponent’s rebuttal.

(vi) Staff comments.

(vii) Questions from or to the decision maker may be entertained at any time at the decision maker's discretion. [Ord. 933 § 16.13, 2019.]

FINDING: A public hearings were scheduled and noticed before the City of Madras Planning Commission and the City Council as shown in Tables 1 and 2.

18.80.140 Filing of staff report for public hearing.

(1) A staff report shall be completed at least seven days prior to the public hearing.

(2) A copy of the staff report shall be filed with the decision maker, mailed to the applicant, and made available to such other persons who request a copy.

(3) Oral or written modifications and additions to the staff report shall be allowed prior to or at the time of the public hearing. [Ord. 933 § 16.14, 2019.]

FINDING: Staff issued staff reports at least seven days prior to each public hearing.

18.80.150 Prohibition on pre-hearing (ex parte) contacts.

The decision maker or any member thereof shall not communicate directly or indirectly with any party or representative of a party in connection with any quasi-judicial application where a public hearing is scheduled. Any pre-hearing ex parte contact shall be disclosed on the record at the public hearing. [Ord. 933 § 16.15, 2019.]

18.80.160 Challenge for bias, prejudice, or personal interest.

(1) Prior to or at the commencement of a quasi-judicial public hearing, any party may challenge the qualifications of the decision maker, or a member thereof, for bias, prejudice, or personal interest. The challenge shall be documented with specific reasons supported by substantial evidence.

(2) Should qualifications be challenged, the decision maker, or the member thereof, shall disqualify themselves, withdraw, or make a statement on the record of their capacity to hear the request and make a decision without bias, prejudice, or personal interest. [Ord. 933 § 16.16, 2019.]

18.80.170 Objections to procedural issues.

Any objections to any procedural issue not raised prior to or during the public hearing are waived. [Ord. 933 § 16.17, 2019.]

18.80.180 Limitation on oral presentations.

The decision maker may set reasonable time limits on oral presentations at public hearings. [Ord. 933 § 16.18, 2019.]

18.80.190 Record.

(1) All evidence timely submitted and placed before the decision maker shall be entered into the record.

(2) For public hearings, an audio recording of the hearing shall be made.

(3) All exhibits presented shall be marked to show the application file number and the identity of the party offering the evidence. [Ord. 933 § 16.19, 2019.]

18.80.200 Notice of decision.

The final decision of the decision maker shall be in writing, signed, and mailed to all parties; provided, however, only the point of contact provided to the City will be delivered notice for any group, entity, or similar collection of individuals constituting a party. [Ord. 933 § 16.20, 2019.]

FINDING: The public hearings will be conducted and decision to all parties according to the above stated standards.

18.80.210 Reapplication limited.

If a specific application is denied, no reapplication for substantially the same proposal may be made for six months or the date specified elsewhere in this Development Code, whichever is greater, following the date of the final decision. [Ord. 933 § 16.21, 2019.]

FINDING: Applicant shall be subject to the above stated procedural standards. If a reapplication is desired by the Applicant, the above stated standards shall apply.

...

18.80.230 Appeals.

(1) A decision shall be final unless a complete notice of appeal, compliant with MDC 18.80.240, is received by the Community Development Department within fifteen (15) days of the mailing date of the final written decision and provided the challenged decision is subject to appeal.

(2) Who may file an appeal:

(a) A party to the application.

(b) A person to whom notice was to be mailed in accordance with MDC 18.80.110, and to whom no notice was mailed.

(c) The Planning Commission; provided, however, any appeal by the Planning Commission shall go directly to the City Council. No fee shall be required for an appeal filed by the Planning Commission.

(3) If more than one party files a notice of appeal on the same decision, the appeals shall be consolidated, noticed, and heard as one proceeding.

(4) An appeal may be withdrawn in writing by an appellant at any time prior to the rendering of a final decision on the appeal. Subject to the existence of other appeals on the same application, in such event the appeal proceedings shall terminate as of the date the withdrawal is received. An appeal may be withdrawn under this section regardless of whether other nonfiling parties have relied upon the appeal filed by the appellant.

(5) Any failure to conform to the requirements of MDC 18.80.240 and MDC 18.80.250 shall constitute a jurisdictional defect requiring dismissal of the appeal as untimely and/or unperfected.

(6) Determination of jurisdictional defects in an appeal shall be made by the body to whom an appeal has been made. [Ord. 933 § 16.23, 2019.]

FINDING: Should an appeal be received, the appeal will be reviewed according to the above stated standards.

18.80.240 Notice of appeal.

Every notice of appeal shall contain:

{10340876-01590037;1}

Jefferson County et al. Annexation

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- (1) Proper identification of the decision subject to appeal;
- (2) The specific grounds relied upon for appeal;
- (3) If a hearing was held below, a transcription of the proceedings;
 - (a) Failure to submit a transcript shall render a notice of appeal incomplete and thus untimely. An appellant may cure an incomplete notice of appeal by submitting the transcript within ten (10) days of the date that the notice of appeal was filed; and
- (4) All parties shall be mailed notice of the hearing on appeal within ten (10) days of scheduling the hearing. [Ord. 933 § 16.24, 2019.]

18.80.250 Scope of review on appeal.

- (1) The review of a Type II decision on appeal before the Planning Commission shall be de novo.
- (2) Except where review by the City Council is expressly required, the City Council has discretion whether to hear any appeal for which it has jurisdiction including, without limitation, review of a decision on appeal issued by the Planning Commission. A decision by the City Council to not grant discretionary review of the appeal is the final determination of the City and will be considered to be an adoption by the Council of the decision being appealed, including any interpretations of this Development Code and the City Comprehensive Plan included in the decision. The final decision may be appealed to the Oregon Land Use Board of Appeals as provided by law.
- (3) If the City Council elects to hear to a discretionary appeal, the City Council has further discretion whether to hear the appeal de novo or on the record. Moreover, the City Council may elect to limit review of the appeal to specific issues set forth in the notice of appeal.
- (4) The City Council's decision whether to grant discretionary review of an appeal, and the scope of the discretionary review, will be made without testimony or argument from persons interested in the appeal. [Ord. 933 § 16.25, 2019.]

FINDING: Should an appeal be received, the appeal will be reviewed according to the above stated standards.

VIII. Conclusion:

Based on the application submitted and related materials, and the findings in this decision, the applicable approval criteria for Annexation are determined to be satisfied and is approved subject to the conditions of approval listed herein this land use decision and below.

Conditions of Approval:

The following must be satisfied prior to recording of the ordinance:

1. The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3.
2. The following portions of the Annexed Territory must be dedicated as public rights-of-way:
 - A. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.

ATTACHMENT A

- B. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
- C. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.
- D. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
- E. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

END OF CONDITIONS OF APPROVAL

**EXHIBIT B
LIST OF ANNEXED PROPERTIES**

Tax Lots: 11-13-2-DA, Tax Lots 500, 1600, 1700, 1800, 1900, 2300, 2301, 2400, 2500

Rights-of-Way: Portion of NW Poplar Street, Portion of NW 3rd Street, Portion of NW 4th Street, Portion of NW Plum Street, Portion of NW Warm Springs Highway (US26), Portion of Unnamed Street

EXHIBIT C
LEGAL DESCRIPTION OF ANNEXED TERRITORY
[attached]

EXHIBIT C
1 of 6

PARCELS FOR ANNEXATION

Parcel I:

That portion of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, described as follows:

Beginning at a point on the Section line 43 rods (709.50 feet) North of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2 in Township 11 South, Range 13 East of Willamette Meridian, thence North along said Section line 30 rods (495.00 feet); thence West 80 rods (1,320.00 feet); thence South 50 rods (825.00 feet); thence East 40 rods (660.00 feet); thence North 20 rods (330.00 feet); thence East 40 rods (660.00 feet) to the place of beginning; all lines hereto running on the same degree of variation as the Section lines of said Section.

EXCEPTING THEREFROM those portions thereof described in the following Deeds:

Recorded July 2, 1956, in Book 27, Page 698; Recorded September 14, 1956, Book 28, Page 321; Recorded July 19, 1961, Book 33, Page 349; Recorded May 16, 1947, Book 18, Page 175; Recorded July 9, 1936, Book 13, Page 344; Recorded July 9, 1936, Book 13, Page 345; Recorded May 9, 1947, Book 18, Page 167; Recorded March 22, 1949, Book 20, Page 478; Recorded September 12, 1961, Book 33, Page 531; Recorded April 3, 1957, Book 28, Page 580; Recorded November 15, 1956, Book 28, Page 320; Recorded December 31, 1956 Book 28, Page 427; Recorded December 31, 1956, Book 28 Page 428 and 430; Recorded December 31, 1956, Book 28, Page 429; Recorded May 22, 1966, Book 34, Page 608;

ALSO DESCRIBED AS a portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 709.50 feet to the North line of lands described in Book 27, Page 698, Recorded July 2, 1956; Thence along said North line, being the North right of way line of Northwest Plum Street, the following courses: North 89°56'00" West 438.00 feet to the **POINT OF BEGINNING**; North 89°56'00" West 222.00 feet to the East line of lands described in Book 34, Page 608, Recorded May 22, 1966; Thence leaving said courses and along said East line of Book 34, Page 608 North 0°04'00" East 500.87 feet, more or less, to the South line of Partition Plat 2004-16 and the South right of way line of Northwest Cedar Street; Thence along said South lines South 89°56'00" East 301.00 feet to the Northwest corner of lands described in Book 18, Page 167 Recorded May 9, 1947; Thence along the West line of said Book 18, Page 167 South 0°04'00" West 212.00, more or less, feet to the Northeast corner of lands described in Book 33, Page 349, Recorded July 19, 1961; Thence along the North line of said Book 33, Page 349 North 89°56'00" West 79.00 feet to the Northwest corner of said Book 33, Page 349; Thence along the West line of said Book 33, Page 349, and Book 33, Page 531, Recorded September 12, 1961, and Book 28, page 428, Recorded December 31, 1956 South 0°04'00" West 288.87 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 2.94 acres, more or less.

Parcel II:

Beginning at a point 368.9 feet North (North 0°04'00" East) and 475.0 feet West (North 89°56'00" West) of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence West (North 89°56'00" West) a distance of 185.0 feet; thence North (North 0°04'00" East) a distance of 330.5 feet; thence East (South 89°56'00" East) a distance of 185.0 feet; thence South (South 0°04'00" West) a distance of 330.5 feet to the point of beginning.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.40 acres, more or less.

Parcel III:

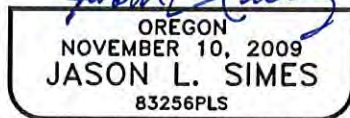
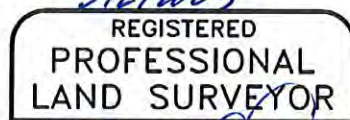
(proposed lot line adjustment, currently awaiting approval from City of Madras)

The East 160 feet of lands described in Book 34, Page 608, Recorded May 22, 1966, located within the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 368.90 feet to an extension of the North right of way line of Northwest Poplar Street; Thence along said North right of way line the following courses: North 89°56'00" West 660.00 feet to the East line of said lands described in Book 34, Page 608, and the **POINT OF BEGINNING**; North 89°56'00" West 15.00 feet; North 89°50'22" West 145.00 feet; Thence leaving said courses and 160 feet west and parallel to said East line of lands described in Book 34, Page 608 North 0°04'00" East 841.13, more or less, feet to the South line of Partition Plat 2004-16; Thence along said South line of Partition Plat 2004-16 South 89°56'00" East 160.00 feet to the Northeast corner of said lands described in Book 34, Page 608; Thence along said East line of lands described in Book 34, Page 608 South 0°04'00" West 841.37 feet, more or less, to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 3.09 acres, more or less.



EXPIRES 6/30/24

EXHIBIT C
2 of 6

LEGAL DESCRIPTION

A parcel of land lying in Section 2, Township 11 South, Range 13, East of the Willamette Meridian, Jefferson County, Oregon, bounded as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East 1/4 corner of Section 2, said point being on the Westerly right of way line of the Warm Springs Highway; thence South along said right of way line a distance of 53 feet; thence West 100 feet; thence North 53 feet; thence East 100 feet to the point of beginning.

And

The South Half of a parcel of land lying in Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, said tract being more particularly described as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East Quarter corner of said Section 2, said point also being on the Westerly right of way line of the Warm Springs Highway; thence South along the Right of way line, a distance of 106 feet; thence West a distance of 100 feet; thence North a distance of 106 feet; thence East 100 feet to the point of beginning.

And

The South Half of the following described premises:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point which is 115.5 feet South and 175 feet West of the Northeast corner of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian; thence South 217 feet, thence west 184 feet; thence North 217 feet; thence East 184 feet to the point of beginning in Jefferson County, Oregon. Save and except the South 5 feet thereof.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 0.69 acres, more or less.



EXHIBIT C

3 of 6

LEGAL DESCRIPTION

Parcel I:

Beginning at the Northwest corner of Tract B, Block 2, Watts Addition, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary line of said Tract B and Tract A, a distance of 321.06 feet; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 321.06 feet to a point in the Westerly extension of the North line of said Tract B; thence South 89°58'21 East 100 feet to the point of beginning LESS AND EXCEPTING the following described parcel: Beginning a the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel II:

Beginning at the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel III:

Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon.

Parcel IV:

Tract A, Block 2, WATTS ADDITION, Jefferson County, Oregon

The Basis of Bearings is South 0°04'00" West along the East line of said Tracts A and B.

The above described land contains 2.29 acres, more or less.



EXHIBIT C
4 of 6

LEGAL DESCRIPTION

A parcel of land situate in the Southwest part of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, which was conveyed to Nellie Watts as recorded in Jefferson County Deed Volume 23, Page 294, and more particularly described as follows:

Beginning at a point, a 1/2 inch pipe set at the Southeast 1/16 corner of Section 2; thence along the East 1/16 Section line, North 00°04'00" East 105.00 feet to a #4x24 inch plastic-capped steel rod; thence along a line parallel with the South 1/16 Section line, North 89°51'40" East 225.00 feet to a #5x30 inch plastic-capped steel rod; thence along a line parallel with the East 1/16 Section line, North 00°04'00" East 263.62 feet to a point, from which a #5x30 inch plastic-capped steel rod set as a Witness Corner along the South line of a dedicated easement bears South 00°04'00" West 50.00 feet; thence North 89°50'22" East 419.39 feet to a point, from which a #5x30" plastic-capped steel rod set as a Witness Corner along said South easement line and the West line of Third Street bears South 00°08'41" East 50.00 feet; thence along the West line of Third Street, South 00°08'41" East 368.77 feet to a #5x30 inch plastic-capped steel rod set along the intersection with the South 1/16 Section line; thence along the South 1/16 Section line, South 89°51'40" West 645.75 feet to the Point of Beginning.

Excepting therefrom the North 50 feet as Dedicated by instrument recorded June 5, 1985, as Instrument #154582, Jefferson County, Oregon.

The Basis of Bearings is South 0°04'00" West along said West line of Third Street.

The above described land contains 3.61 acres, more or less.

5/2/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes
OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

EXHIBIT C

5 of 6

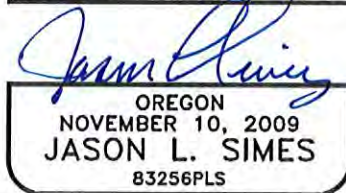
LEGAL DESCRIPTION

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 and the Northwest One-Quarter of the Southwest One-Quarter of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 2; Thence along the East line of said Section 2 South 0°04'00" West 114.02 feet to the **POINT OF BEGINNING**; Thence South 89°56'00" East 75.00 feet to the East right of way line of Northwest Warm Springs Highway, US26; Thence along said East right of way line the following courses; South 0°04'00" West 385.98 feet; South 7°55'07" East 50.53 feet; South 0°04'00" West 9.30 feet; South 58°39'24" West 34.40 feet; South 0°04'00" West 78.86 feet; North 89°56'00" West 2.66 feet; South 0°04'00" West 179.36 feet; Thence leaving said courses North 89°56'00" West 100.00 feet to the West right of way line of said Northwest Warm Springs Highway, US26; Thence along said West right of way line North 0°04'00" East 210.60 feet to the South right of way line of Northwest Plum Street; Thence along the lines of said Northwest Plum Street the following courses: North 89°56'00" West 610.00 feet; North 0°04'00" East 10.00 feet; South 89°56'00" East 610.00 feet to said West right of way line of Northwest Warm Springs Highway, US26; Thence leaving said courses and along said West right of way line the following courses; North 0°04'00" East 96.50 feet; North 89°56'00" West 80.00 feet; North 0°04'00" East 40.00 feet; South 89°56'00" East 55.00 feet; North 0°04'00" East 95.50 feet; North 89°56'00" West 363.00 feet; North 0°04'00" East 56.87 feet; South 89°56'00" East 363.00 feet; North 0°04'00" East 212.00 feet; Thence leaving said courses South 89°56'00" East 75.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 2.83 acres, more or less.



EXPIRES 6/30/22

EXHIBIT C

6 of 6

LEGAL DESCRIPTION

Northwest Oak Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence continuing along said South line North 89°51'40" West 300.00 feet; Thence North 0°04'00" East 22.86 feet to the Southwest corner of lands described in Document 2013-2794, Jefferson County Official Records, Recorded August 5th, 2013, and the North right of way line of Northwest Oak Street; Thence along the South line of said Document 2013-2794 and said North right of way line of Northwest Oak Street the following courses: South 89°53'46" East 100.00 feet; South 0°04'00" West 17.92 feet; South 89°51'40" East 200.00 feet to the Southeast corner of said Document 2013-2794; Thence leaving said courses South 0°04'00" West 5.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 0.08 acres, more or less.

Northwest Poplar Street, Northwest 3rd Street, and Northwest 4th Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence along the West right of way line of Northwest 4th Street North 0°04'00" East 344.23 feet to the South right of way line of Northwest Poplar Street; Thence along said South right of way line of Northwest Poplar Street North 89°56'00" West 300.00 feet to the East right of way line of Northwest 3rd Street; Thence along said East right of way line of Northwest 3rd Street South 0°04'00" West 343.85 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the West right of way line of said Northwest 3rd Street; Thence along said West right of way line of Northwest 3rd Street North 0°04'00" East 318.77 feet to said South right of way line of Northwest Poplar Street; thence along said South right of way line of Northwest Poplar Street North 89°50'22" West 419.39 feet; Thence North 0°09'38" East 50.00 feet to the North right of way line of said Northwest Poplar Street; Thence along said North right of way line of Northwest Poplar Street the following courses: South 89°50'22" East 419.31 feet; South 89°56'00" East 342.25 feet; North 0°04'00" East 16.00 feet; South 89°56'00" East

97.75 feet; Thence leaving said courses and along the East right of way line of said Northwest 4th Street South 0°04'00" West 385.32 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; Thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.88 acres, more or less.

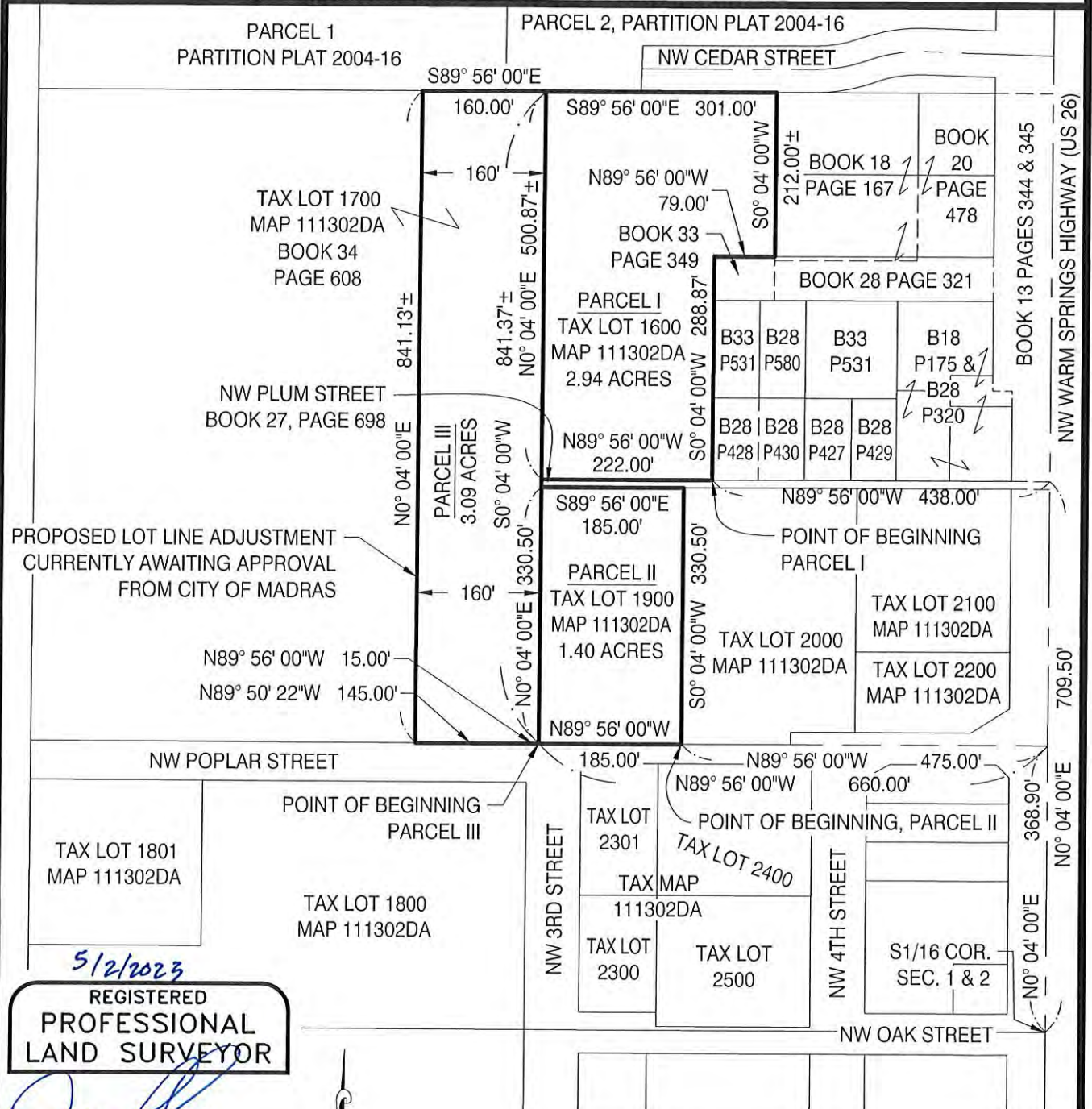


**EXHIBIT D
MAP OF ANNEXED TERRITORY**

[attached]

EXHIBIT D
1 of 6

PARCELS FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/2/2023

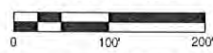
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes
OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/24



SCALE: 1" = 200'
FOR 8.5"x11" SHEETS



H.A. M^cCOY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

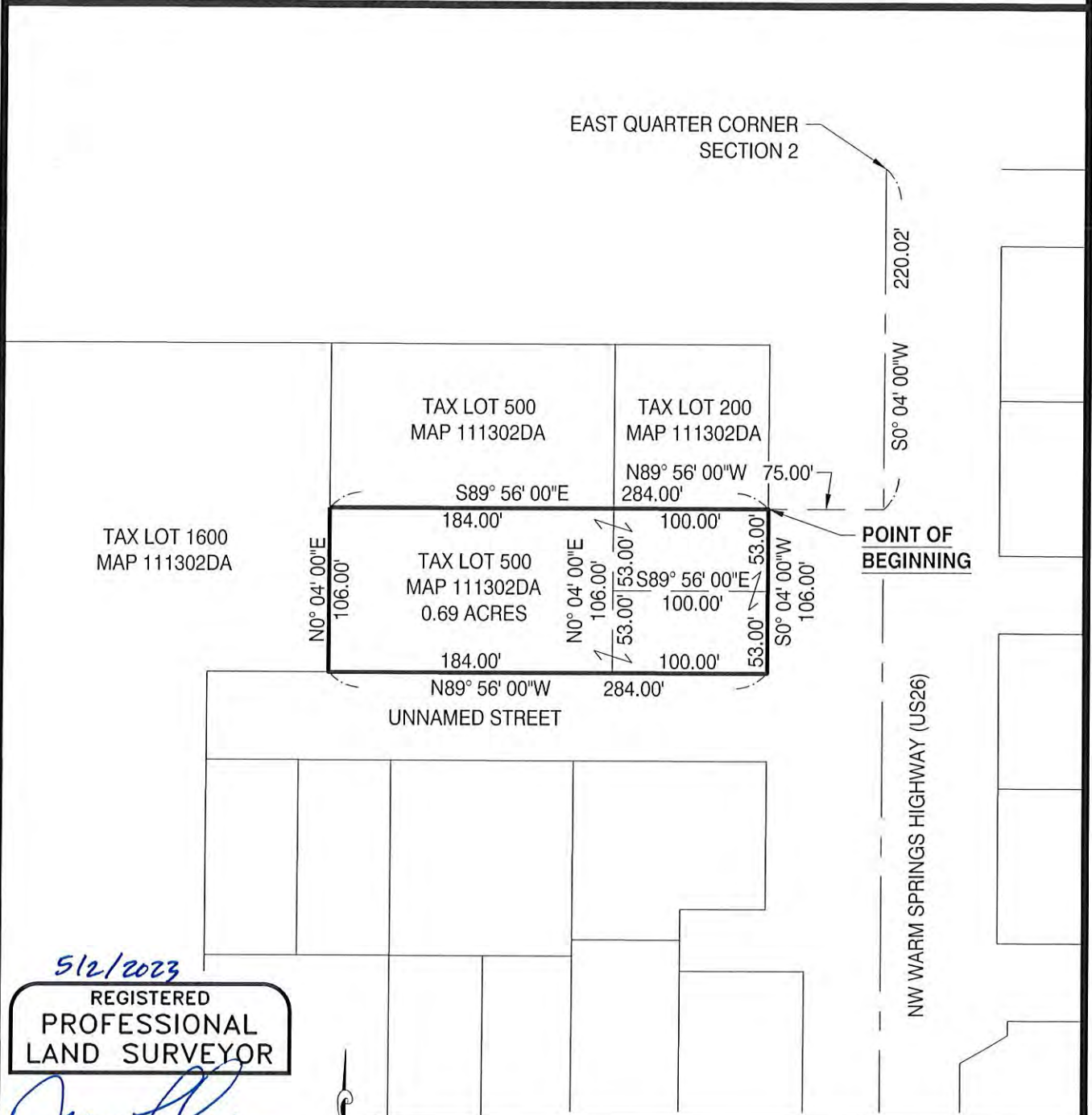
PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 03/13/23
	PAGE: EXH. B

EXHIBIT D

2 of 6

PARCEL FOR ANNEXATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/2/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

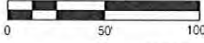
Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22



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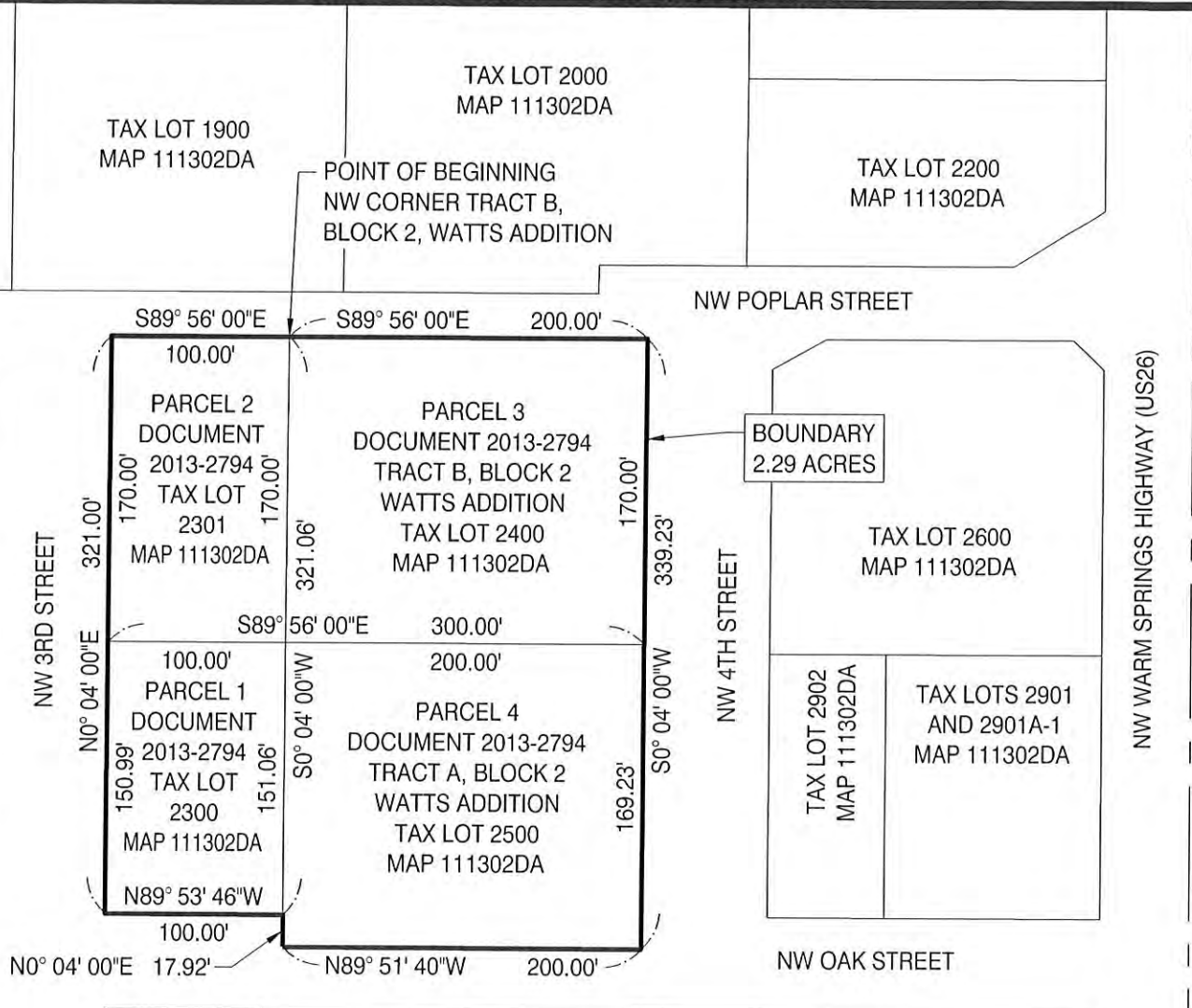
H.A. M^cCOY
ENGINEERING & SURVEYING LLC
1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: MADRAS ANNEXATION PROJECT NO: 22-097

DESIGN: JJW DATE: 06/06/22 PAGE: EXH. B

EXHIBIT D
3 of 6

PARCEL FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



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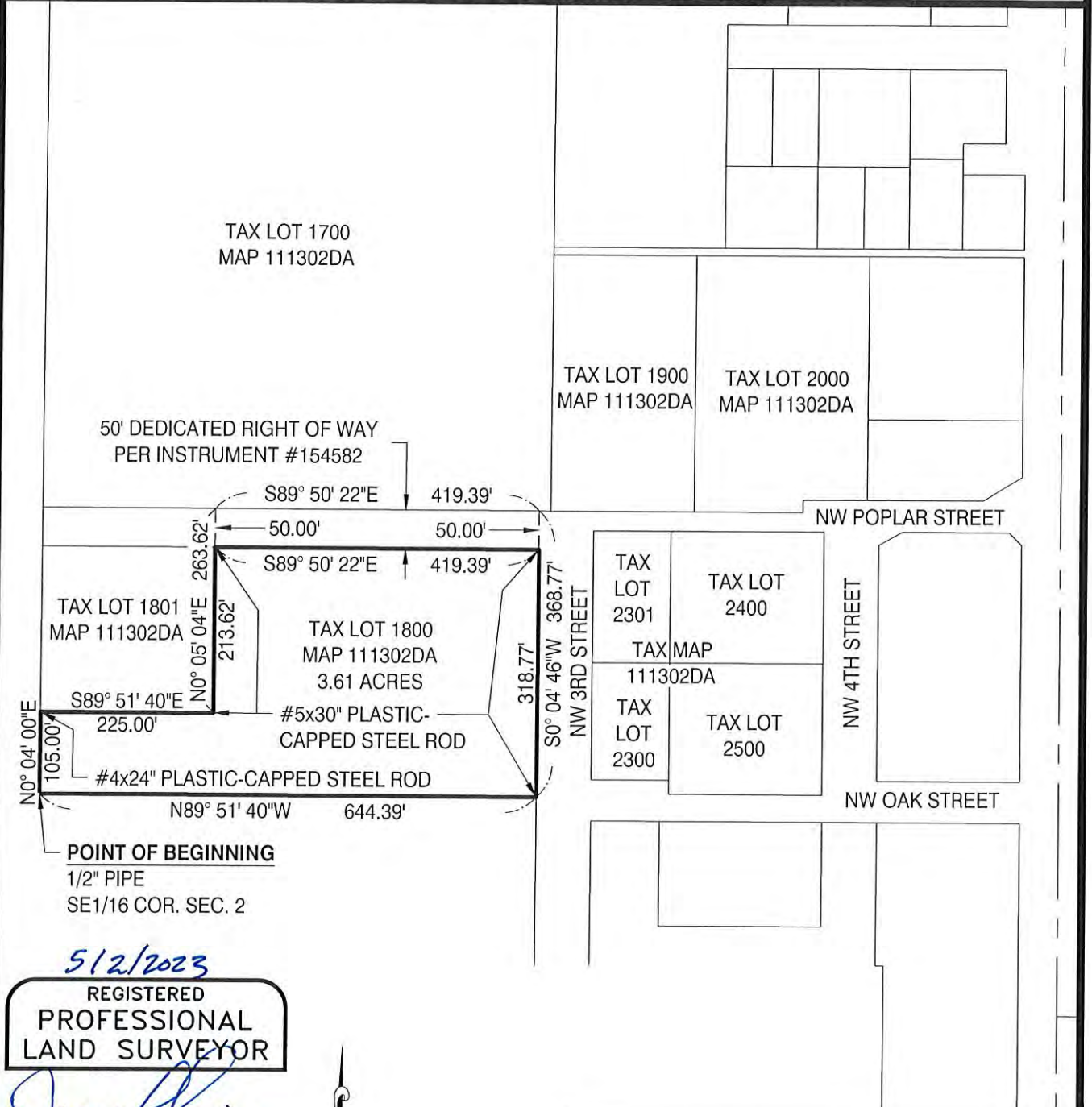
1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: MADRAS ANNEXATION		PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/03/22	PAGE: EXH. B

EXHIBIT D

4 of 6

PARCEL FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

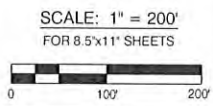


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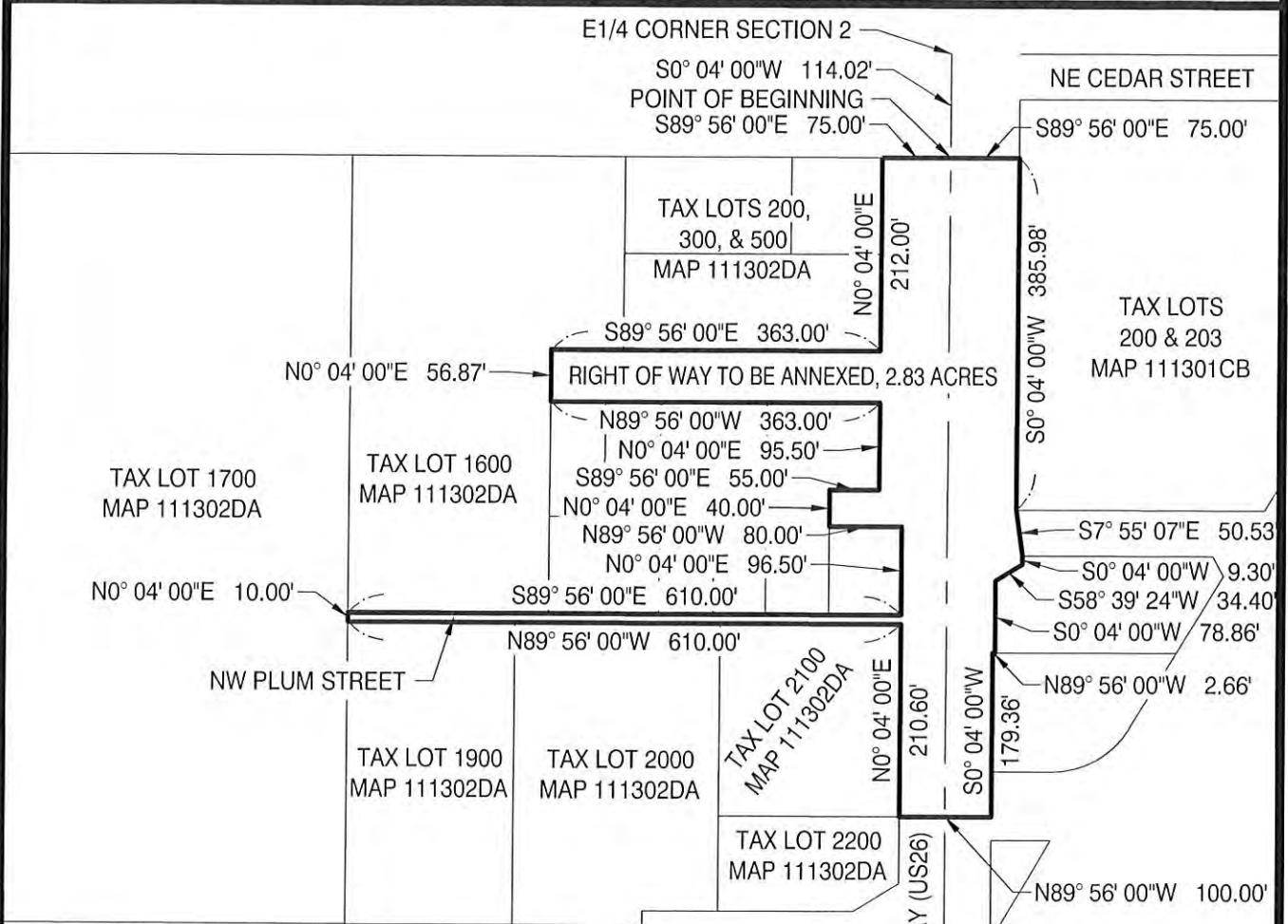
H.A. M^cCOY
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1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/06/22
	PAGE: EXH. B

EXHIBIT D
5 of 6

RIGHT OF WAY FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2,
AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1,
TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/2/2023

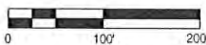
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Jason L. Simes

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NOVEMBER 10, 2009
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1180 SW LAKE ROAD SUITE 201
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PROJECT: MADRAS ANNEXATION

PROJECT NO: 22-097

DESIGN: JJW

DATE: 06/03/22

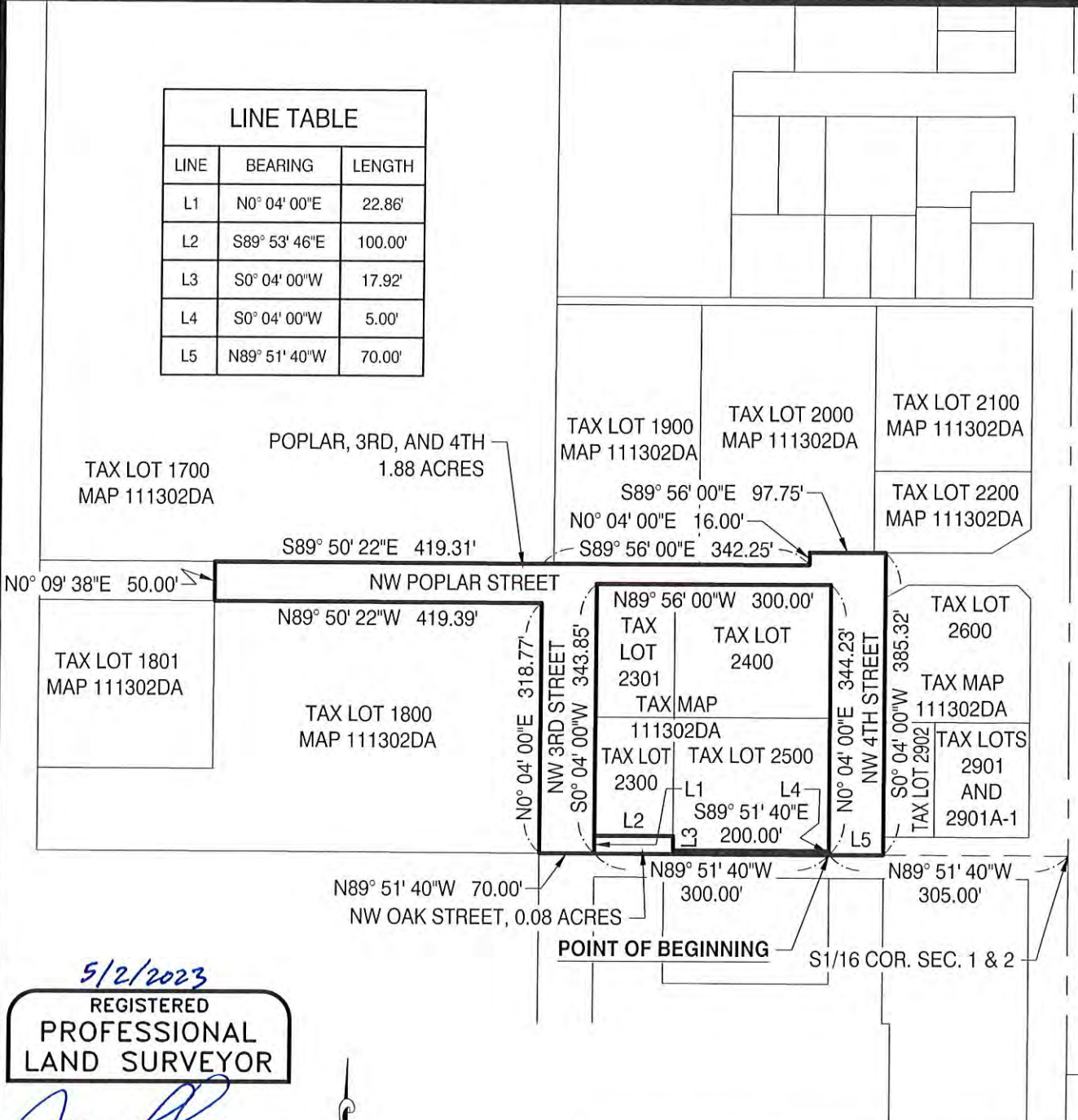
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EXHIBIT D

6 of 6

RIGHT OF WAY FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0° 04' 00"E	22.86'
L2	S89° 53' 46"E	100.00'
L3	S0° 04' 00"W	17.92'
L4	S0° 04' 00"W	5.00'
L5	N89° 51' 40"W	70.00'



5/2/2023

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

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PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/02/22
	PAGE: EXH. B

EXHIBIT E
CONDITIONS OF APPROVAL

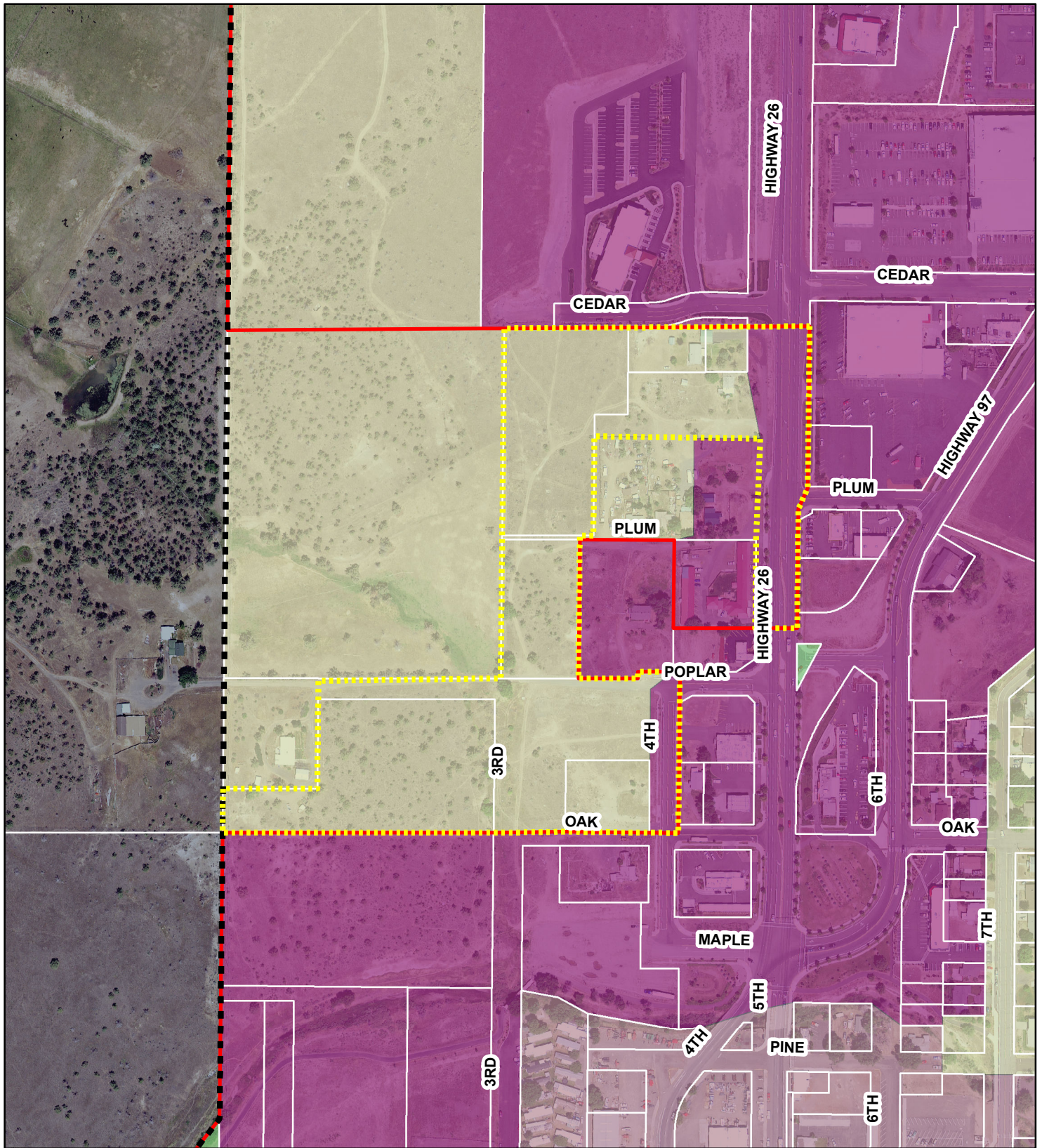
Conditions of Approval:

1. The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3.
2. The following portions of the Annexed Territory must be dedicated as public rights-of-way:
 - A. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.
 - B. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
 - C. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.
 - D. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
 - E. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

**EXHIBIT F
REVISED ZONING MAP**

[attached]

Existing & Proposed Zoning, City File No. AX-22-1, Exhibit F



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



NORTH

1 inch = 322 feet

N.Snead, City of Madras, 5/16/2023

- Territory to be Annexed
- UGB
- City Limits
- Taxlots

ZONE					
	R1		C1		MUE
	R2		C2		I
	R3		C3		LLI
	OS		NC		AD