

**MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT,
PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, DECEMBER 19, 2017, 7:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Tessa Winebarger ____ Dan Capron ____ Marty Justus ____ Ramon Palomo ____
Betty Carter ____ Norm Crume ____ Mayor Ron Verini ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on December 15, 2017. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Our of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) CONSENT AGENDA

- A) Approval of Minutes: November 21, 2017
- B) Meetings Calendar: Jan-Dec, 2018

6) PRESENTATIONS

- A) Electronic Lien Filing

7) OLD BUSINESS

- A) Resolution #2017-139: A Resolution Calling for an Election Regarding an Amendment to the City Charter to Create a Sales Tax Cap and Placing the Action on the May, 2018, Ballot
- B) Resolution #2017-142: Homeless Services Appropriation
- C) Resolution #2017-143: Housing Incentive Program
- D) Ordinance #2733-2017: Amend Ontario Municipal Code 7-1; Add 7-1A *Final Reading*

8) NEW BUSINESS

- A) Frazier Aviation, LLC: Temporary Land Lease
- B) Adoption of Airport Standard Manual of Rules and Regulations
- C) Hanger Lease Transfer: Cruson to Cruson for 348 Charlie & 343 Delta
- D) Hanger Lease Transfer: Daniels to Daniels for 317 Golf
- E) Resolution #2017-140: Appropriating Funding for the Final Costs of the Water Treatment Plant Project
- F) Resolution #2017-141: Appropriating Funds for OpenGov Software Purchase

9) DEPARTMENT HEAD UPDATES

- A) Fire Department Quarterly Report
- B) Recreation Department Quarterly Report

10) HAND-OUTS/DISCUSSION ITEMS

- A) Check Register: November 1 to December 13, 2017

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation/Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) Trade Negotiations; and/or (j) Labor Negotiations.

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.

12) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation /Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

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CITY COUNCIL MEETING MINUTES November 21, 2017

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Tuesday, November 21, 2017, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Tessa Winebarger, Dan Capron, Betty Carter, Ramon Palomo, and Marty Justus.

Members of staff present were Adam Brown, Tori Barnett, Larry Sullivan, Kari Ott, Terry Leighton, Cal Kunz, Dan Cummings, Cliff Leeper, Betsy Roberts, and Dan Beaubien.

The meeting was recorded and copies are available at City Hall.

Tessa Winebarger led everyone in the Pledge of Allegiance.

AGENDA

Mayor Verini stated they would be moving New Business action item 6)C: Homeless Task Force to 6)A, and restructuring the remaining action items accordingly.

CARTER moved, JUSTUS seconded, to **ADOPT THE AGENDA AS AMENDED**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

CONSENT AGENDA

Mayor Verini stated there was a typo in the minutes. Mr. Brown's name was not capitalized on one statement.

WINEBARGER moved, PALOMO seconded, to **ADOPT CONSENT AGENDAS (A) MINUTES OF REGULAR MEETING OF OCTOBER 17, 2017, WITH CORRECTED MINUTES**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

PRESENTATION

Betsy Roberts, CH2M, City Engineer, presented.



Project Background

- Lower Lift Station was updated in 1997-98
- LLS located on NW 36th Street, near Foothill Drive – 7,300 ft (1.35 miles) from WWTP
- Lift station property is owned by Dept. of Corrections
- Estimated flow in contract: 0.708M gpd
- Actual average flow from prison: 0.288M gpd
- Inmate Pop: $\approx$ 3,000
- Staff Pop: $\approx$ 900



Project Background

- LLS update included increasing wetwell capacity; however.....
- Wetwell capacity extremely limited if pumps go down. Even with working alarms, reaction time is minimal.
- LLS is within 1,500 LF of Malheur River.



System Evaluation

- Thorough examine of physical site: wetwell, valves, electrical and HVAC

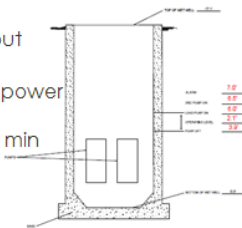


Major Site Findings

- Ventilation for control panel is inadequate
- Conduits from pump station are not sealed.
 - LS fills – moist air and gas (H₂S) gets pushed into control panel
 - H₂S gas is corrosive – all exposed copper in panel is corroded
- Wetwell is Class 1, Division 1 per Nat'l Fire Protection Association 820
 - Gases coming up from LS could be combustible
 - Starters could spark

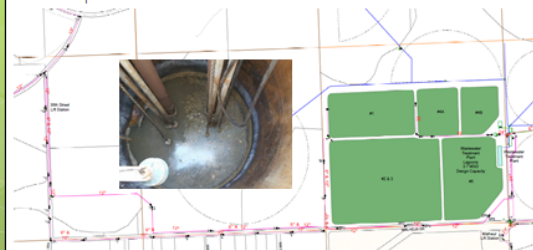
Operational Findings

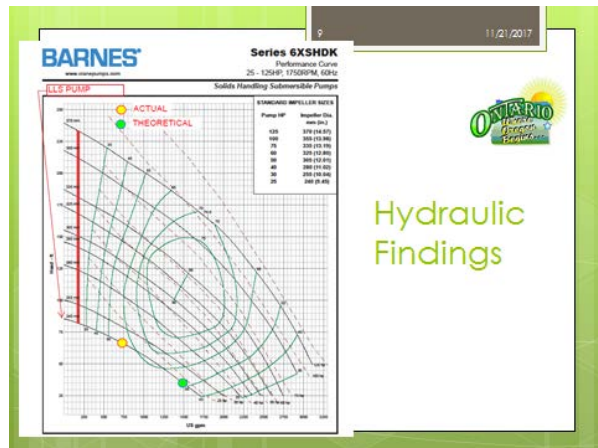
- Current system has 2.1 ft of operating level
- Pumps cycle on about every 7 to 8 minutes
- At high flow events (power outage) staff has approximately 15-20 min from alarm level to overflowing



Hydraulic Testing

- Thorough examine of hydraulic functionality through system
- Calculate THEORETICAL head and flow
- Measure ACTUAL head and flow
- Compare theoretical to actual





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Potential Solutions

1. Do Nothing
2. Minor Rehab
3. Minor Upgrade
4. Rebuild in Place
5. Siphon

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Costs

Alternative	Meet DEQ Stat?	Environmental Impact	Cost
1	NO	High risk of failure	\$0
2	NO	Reduced risk of failure	\$45k electrical \$100k ice pipping
3	NO	Reduced risk of failure	\$639k
4	YES	New construction	\$2.92M
5	YES	River crossing, more permitting; significant reduction in O&M	\$1.86M

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Timing

- Nov. 14 - PW committee review
- Nov. 21 - City Council Review
- Dec. 4 - Department of Corrections Review
- City-DOC Contract currently extended 1 year
 - Contract negotiations may impact selection of alternative
 - Availability of funds for both DOC and City will impact timing of improvement

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Recommendations

- PW Staff best solution - Siphon
- PW committee best solution - Siphon
 - Consensus - electrical upgrade should be done \$65k
 - Consider pros/cons of ice pipping
 - Request DOC pay 1/2 cost of electrical upgrade
- Timing is factor in solution selection
 - Long lead time to ultimate solution, need to reduce risk of failure (electrical upgrade, maybe ice pipping)
- Increase understanding of regulatory response to siphon
- Continue to weigh NPDES permit requirements on project

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Questions?

Councilor Crume stated he understood what she had explained in her presentation, but he struggled with the dollars and cents piece, and the city being asked, forced, or desired to pay. It was SRCI's line, correct? Did the city own the line, or did the contract that city had for the past 20 years, was it for maintenance of their line?

Ms. Roberts stated it read that they defined operations costs, "shall meet all costs incurred by the city in connection with the operation, maintenance, odor control, replacement, upgrading, or otherwise brining into conformance with any applicable rules, regulations, statute, or standard, the city's sewer treatment effluent disposal facilities or any component or part thereof. Now or in the future operations costs are paid by the sewer users paying the monthly sewer charges...

Councilor Crume stated she had read upgrades, etc., so that answered part of his question, but it said "now and in the future". How would that work on a 20-year contract when the contract had expired?

Ms. Roberts stated it hadn't expired. They were in an extended...

Councilor Crume stated he knew it had been extended, but this one would expire in nine months.

Ms. Roberts stated that was why it was extended; so they could deal with that, because this didn't deal with the capital costs. It wasn't, in her opinion, it was spelled out very clearly, that they paid the city \$1.34M, to build it and hand the keys over, and they'd pay rates just like everyone else. It was written like that, and the city said okay.

Councilor Crume stated the contract expired. So, moving forward from that day, what liability did the city have? Did the city own it, or did the State of Oregon?

Mr. Sullivan stated it could be argued that based upon that language in the contract that they city was treating it as if it was its own line, but once the contract expired, everything became negotiable.

Councilor Crume stated he was not trying to get out of responsibility upon the city, he was trying to be fair. It didn't matter what money the city or state had or didn't have, his interpretation up until Ms. Roberts had stated "upgrades" that changed some things for him. It appeared the city was responsible for upgrading to today's standards, even though the design was 20 years old.

Ms. Roberts stated she would argue that. She thought there were some flaws in the design.

Councilor Crume agreed, but the contract read that the city was liable for upgrades.

Ms. Roberts stated she wouldn't have considered that an upgrade. A flaw in the initial design was not an upgrade.

Councilor Crume stated for the electrical panel being exposed to gasses, that was a design flaw that met code 20 years ago?

Ms. Roberts stated that was possible.

Councilor Crume stated it would have had to receive a permit to begin operating. In theory, it should have met code. His main concern was what responsibility the city truly had.

Mr. Sullivan stated that was not a matter for the Council to debate. It would have to be researched. In his opinion, that contract language was binding on the city as long as the contract was active. The city extended that contract for an additional year, but if that expenditure didn't need to be made over the next year, the contract wouldn't be operating anymore.

Councilor Crume stated they a responsibility to the prison to handle their waste, but on the same hand, the prison had the responsibility to deliver the waste to the city in a safe manner. That meant that the piping had to be up to today's standards, with no risk of flooding or fines assessed.

Ms. Roberts stated she thought the DOC would be a willing partner. They had a statement of Purpose and Intent that put them in the box. They needed service, so they would be willing to help. They could not operate a prison without sewage treatment. The only alternative to the agreement was for the DOC to construct a sewage facility. DOC considered that alternative, and concluded it was in the best long-term interest of the citizens of the State of Oregon for the City of Ontario to provide the prison facility with sewage service. The intent of the parties to this agreement was that the city shall provide service, and that DOC shall pay all costs incurred by the city in providing service, including, without limitation, DOC's share of the project costs, operations costs of prison facility sewage treated by the city in accordance with the city's current residential equivalent rates and debt service. As its share of the project costs to provide the city with the additional service capacity, to serve the expanded prison facility, DOC shall pay Ontario \$1.34M.

Councilor Crume wanted to be a good partner, too, and to work with DOC, and they needed each other, but he wanted to ensure that the city's taxpayers weren't on the hook for something they were not responsible for.

Ms. Roberts stated they hoped to have the new contract renegotiated before the extended contract expired.

Councilor Justus stated on the sewer rates for the prison, the city was delivering a service, the city had to rebuild this station, spending \$1.8M or \$1.3M, and the city was only asking DOC to pay for half?

Ms. Roberts stated no, she was not making any recommendations on that.

Councilor Justus stated the Public Works Committee had...

Ms. Roberts stated it was just for the electric. They were going to ask to see what they got.

Mr. Sullivan stated both the city and the state had funding mechanisms available through bonds and other things that would allow the cost of an upgrade to be amortized over a longer period of time.

Change in Agenda

Mayor Verini asked for a Council consensus to move the Homeless Task Force action to the next item.

Council consensus to move the item.

Homeless Task Force

Adam Brown, City Manager, stated this item was on the Agenda at the request of Councilor Marty Justus, who had been part of the Homeless Task Force, along with both himself and the Mayor.

Angie Uptmor, Housing Program Manager, Community in Action, presented.

Ms. Uptmor introduced Barb Higinbotham, Executive Director, Community in Action. At the end of December, 2016, Harvest House closed their doors to meal site. Community in Action, partnering with Project Dove, took over that project, but they lost their building in August. They found a temporary location, so since September 25th; they'd been serving meals to the homeless at Origins Faith Community on 2nd, previously the United Methodist Church. Ms. Uptmor presented some statistics in a hand-out to the Council:

Homeless Meal Site Data:

CinA took over the homeless meal site on January 1, 2017 when Harvest House Missions closed; Services were moved to Origins Faith Community on September 25 due to the sale of the building where services had been delivered;

Since January of 2017, we have served over 2,000 homeless and low-income residents with a hot nutritious meal;

- One designated staff and many volunteers make this service happen;
- CinA has allocated over \$25,000 to the program with grant/private funds; currently short approximately \$23,000 for program costs.

Community in Action was requesting the following funds from the cities and Malheur County.

HOMELESS SERVICES			
	Received To Date	Additional Ask	Annual Budget line item
Malheur County	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00
City of Ontario	\$ 2,500.00	\$ 4,000.00	\$ 6,500.00
City of Nyssa	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00
City of Vale	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00
TOTAL	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00

Additional needs included: Showers services that are not offered at the new location; and a shelter for extreme weather conditions.

Homelessness was a community issue and with the help of our communities, we could continue to assist its residents and help them move toward self-sufficiency. Residents who were unable to become self-sufficient would continue to be cared for to help mitigate the costs to the cities for additional services including police and emergency services.

Some of the concerns if there was no assistance for the homeless could include the homeless living in business doorways, more emergency calls (and the dangerous places our emergency responders go to assist homeless), and a scenario of the cost of assisting 20% of the 108 unsheltered homeless for our police force...roughly \$2,160 for 2-hours assistance a month.

Ms. Uptmor stated the count in 2013 had been 51 persons; in 2017, it had increased to 151.

Mayor Verini asked if they could take action on this at the current meeting.

Mr. Sullivan stated they could.

Councilor Crume asked how they could do that when the Council had passed a resolution around two years ago, for donations such as this to be processed through the budget cycle? They had broken their own rule when they had provided funding earlier in the year to CinA.

Mr. Sullivan stated he had forgotten about that resolution, and Councilor Crume was correct.

Councilor Justus asked Kari Ott, Finance Director, how much money was in the Public Safety Fund.

Ms. Ott stated there was a couple hundred thousand.

Councilor Justus asked if they could allocate funds from there.

Mr. Sullivan stated they could do a resolution to appropriate those funds. They could make a resolution to make a specific donation for a particular purpose, and that would be valid.

Ms. Ott stated that was where they took the \$2,500 from earlier in the year.

Councilor Justus verified that Community in Action was requesting \$4K from the City of Ontario. Then, they'd ask that \$6,500 be budgeted annually. But right now, they only wanted the \$4K.

Mr. Sullivan stated it would take a resolution approved by the Council.

Councilor Capron told Ms. Uptmor that he'd give her his card, as he knew where they could get additional funding. On the consensus part of this action, he was a no.

Councilor Winebarger stated she was a yes, but with the exception for using the Public Safety Fund.

Councilor Crume stated he was a no. They needed to stick to the laws they had made.

Councilors Justus, Carter, Palomo, and Mayor Verini were all yes.

Council consensus (5/2/0) for staff to prepare a resolution allocating \$4K towards the Homeless Task Force program, and bring it before Council at their next meeting.

Hangar Lease Transfer

Dan Beaubien, Airport Manager, presented.

Hangar 107 India, previously owned by James Cody, was purchased by Ben's Truck Repair. A transfer of hanger ownership required a new lease agreement to be put in place between the new owner and the city for the ground lease. Hangar 107 India was 1,023 square feet and was currently set at a rate of 14.5¢ per square foot. The city, by resolution, could increase hanger lease fees, following the City of Portland CPI, not to exceed 6% annually. The purchase was made and the new owners wanted to complete the process of transferring their names to the city lease agreement. The new lease agreement was not in conflict with any policy. Council approval was required for lease renewals and change of ownership.

WINEBARGER moved, JUSTUS seconded, **THAT THE CITY COUNCIL APPROVE THE HANGAR LEASE TRANSFER OF OWNERSHIP FOR 107 INDIA AT THE ONTARIO AIRPORT FROM JAMES CODY TO BEN'S TRUCK REPAIR.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Appointments to Diversity Advisory Council

Adam Brown, City Manager, presented.

The city's newly formed Diversity Advisory Committee received two requests for appointment to the Diversity Advisory Committee, one from Cydney Cooke, the other from Alfredo Rodriguez. There were currently openings on the Committee.

On April 6, 2017, the City Council adopted Resolution #2017-117, Supporting and Establishing the Diversity Advisory Committee. On July 18, 2017, the City Council adopted Ordinance #2728-2017, Creating the Diversity Advisory Committee and Supporting Criteria.

Staff and community partners have been seeking individuals to fill the seven positions on the Committee; postings have been placed in the local media, as well as on the city's website. There are currently three members on the Committee. The city would like to fill the four remaining positions as soon as possible. If at least four individuals are appointed, the Committee could conduct formal business following the guidelines outlined in the establishing ordinance. Staff set a goal to have the Committee functioning in January. City policy states appointment to all boards, committees, and commissions are to be made by the Mayor, with consensus of the Council.

CRUME moved, WINEBARGER seconded, **THAT THE CITY COUNCIL APPOINT CYDNEY COOKE AND ALFREDO RODRIGUEZ TO THE DIVERSITY ADVISORY COMMITTEE, TERM OF OFFICE TO COINCIDE WITH THE ESTABLISHING ORDINANCE.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Resolution #2017-137: Receive/Expend Donation Funds for Shop with a Cop [\$2,500]

Kari Ott, Finance Director, presented.

For the past several years, the Ontario Police Department has participated in Shop with a Cop, which was a program to work with high-risk kids during the Christmas holidays. Law enforcement officers teamed up with kids and shopped for presents for both the child and their family. The program was administered by Help Them to Hope. The police department had not budgeted to receive and expend the funds and would like to make an adjustment in order to do so. It was proposed that the budget change to receive and expend the funds be recognized within the Grant Fund. \$2,500 will be appropriated within the Grant Fund to pay for the Shop with a Cop program. The Ontario Police Department would like to appropriate the funds as soon as possible as the holiday season had already begun. Per ORS 294, a supplemental budget approved by the City Council was required to expend the funds. The Council could take no action on this matter; however, that action would cause the funds to be returned to Walmart and the Shop with the Cop program would not happen in 2017.

CARTER moved, JUSTUS seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2017-137, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET TO RECOGNIZE SHOP WITH A COP FUNDS RECEIVED AND EXPENDITURE OF THOSE FUNDS.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

PUBLIC HEARINGS**Resolution #2017-136: Supplemental Budget Approving Airport Manager FTE Adjustment and Appropriate HB 3400 Revenues**

It being the date advertised for public hearing on the matter of Resolution #2017-136, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Kari Ott, Finance Director, presented.

The Airport Manager was historically a 20 hours per week position. This number of hours was insufficient to manage the Airport, maintain the grounds, the capital improvement projects going on at the Airport, and pursue additional revenue generating strategies. The 2017-2018 budget appropriated the funding for the Airport Manager under contract services.

In addition, the city received a one-time payment of \$32,679 local option tax from HB 3400. In the Spring of 2017, the Airport Committee presented to the Ontario City Council a vision for the Ontario Airport and expressed its goal of having a full-time Airport Manager to accomplish that vision. Additional funding was generated by leasing property on the airport grounds that would bring an additional \$14,000 to the airport.

Under the same pay strategy for the Airport Manager position, the additional money derived from the property lease would buy an additional eight (8) hours of the Airport Manager's time. That funding would not be available until July 1, 2018. It was staff's belief that more hours applied towards the Airport Manager would result in more opportunities being pursued for greater funding and self-sufficiency. One time revenue sharing from the state, that was not budgeted, was received in October 2017 in the amount of \$32,679; however, the funds were restricted for city police use. Consequently, there was less general revenues needed than originally budgeted to fund police department expenditures.

Staff was proposing a transfer of \$10,637 from the General Fund to fund the additional eight (8) hours of work that could be sustained by next year's lease revenues. This amount included an hourly wage, retirement contributions, and all payroll taxes. The number of hours requested was based on the ability to pay for the additional hours, by new revenue, after July 2018. A lease agreement for property on the former Ontario Golf Course was entered into this year and would generate new revenue of \$14,000 next fiscal year. Funding from that property must be dedicated to the Airport.

Knowing that funding was there for more hours, staff was requesting that \$10,637 be budgeted and appropriated to the Airport Fund so that the Airport Manager could work additional hours. The hours would be spent managing the property, managing the Airport improvement projects, and working on other revenue generating strategies.

Hundreds of thousands of dollars of work was being spent on the Airport runway light project with very little match required from the city. Next year's funding from the Federal Aviation Administration was also expected to be significant. The Airport Manager was expected to manage these capital improvement projects.

The remaining funds from the State Revenue Sharing would go to contingency. The 20 hours currently budgeted for the Airport Manager was used very quickly just in maintaining the property. Additional hours could be used to pursue revenue-generating strategies. The City Council must budget and appropriate funds and allocate funding for positions.

One option was that the Council wait until July 1, 2018, to budget and appropriate additional hours. Oversight of the improvement project could potentially suffer. Winter snow maintenance could be hindered by the limit in hours available for work. Additional opportunities would not be pursued because of time restrictions.

The Hearing was opened for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Hearing was closed.

CARTER moved, CRUME seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2017-136, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET TO INCREASE THE FTE COUNT AT THE ONTARIO MUNICIPAL AIRPORT FROM .5 FTE TO .7 FTE AND BUDGETING ADDITIONAL STATE REVENUE SHARING FUNDS.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Ordinance #2732-2017: Annexation and Rezone of Tax Lot 800, Assessor Map 18S4711BC – Urban Growth Area General Commercial (UGA C-2) → City General Heavy Commercial (C-2H)

It being the date advertised for public hearing on the matter of Ordinance #2732-2017, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Economic Development Director, presented.

At its regular meeting of November 6, 2017, the Planning Commission heard the annexation and rezone proposal contained in Planning File 2017-08-16AZ, which was applicable to a property located at 510 SE 13th Street, the property being known as Tax Lot 800, on Assessor's Map 18S47E11BC as shown and described in Exhibits and "A" and "B" of proposed Ordinance 2732-2017.

The Planning Commission, based on findings and testimony, was recommending that the City Council approve the annexation of the lands and to rezone the lands from Urban Growth Area General Commercial (UGA C2) to City General Heavy Commercial (C-2H). The applicant owned a parcel of land known as 18S4711BC, tax lot 800. The applicants wished to annex and rezone the property into the city for future development. This application, if approved, would result in the annexation of 0.39 acres, plus the right of way for SE 5th Avenue and SE 13th Street, into the city, and a rezone of the property from Urban Growth Area General Commercial (UGA C-2) to City General Heavy Commercial (C-2H).

This request for annexation and rezone needed a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designated the Planning Commission as the decision making body for a request for rezone, without City Council participation. The OMC designated the City Council as the decision making body for a request for annexation, without Planning Commission participation. State Law required an ordinance be adopted by the local governing body to accomplish a rezone. The city's

governing body was the City Council, and they were the only body that could adopt an ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff felt that the best procedure was consistency with state law; therefore, this matter required a recommendation from the Planning Commission, which would then be submitted to the City Council for their decision. The proposed development had to comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request was found to be consistent with the Zoning Ordinance, it was considered to be consistent with the Comprehensive Plan.

A. Rezone

1. *Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required findings clearly does not apply to the current action:*

- a. *The zoning map amendment is in conformance with statewide planning goals and guidelines.*
- b. *The zoning map amendment is in conformity with the acknowledged comprehensive plan.*
- c. *The applicant has demonstrated a mistake or error in the original zone designation or the applicant has demonstrated a change in physical, social or market conditions generally effecting the area which make the proposed change appropriate.*
- d. *A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.*
- e. *The property effected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.*
- f. *The property effected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.*
- g. *The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.*

Findings of fact:

- a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals.
- b. The subject property is currently zoned UGA General Commercial (UGA C-2) and the request is to rezone to the companion City General Heavy Commercial (C-2H) Zone that is the same zone as adjacent lands to the north and nearby property. The requested zone allows basically the same use as the UGA zone, and is reflected in the Comprehensive Plan. No Comprehensive Plan amendment is necessary for this rezone; therefore, the proposal is consistent with, and conforms to, the Comprehensive Plan. Based on testimony given at the Planning Commission meeting, the Planning Commission made a motion to recommend the City Council approve the rezoning of this property City General Heavy Commercial (C-2H).
- c. The applicants have requested annexation into the City of Ontario concurrent with the request for rezone; a City Zone must be applied to the property once within City Limits. The existing zone is not a mistake, and there is no need to demonstrate a change in conditions in the surrounding area; the change in zone is necessary and appropriate.
- d. This request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated.
- e. The subject property is adequate in size and shape for the proposed use to be rezoned from UGA General Commercial to City General Heavy Commercial (C-2H).
- f. The property owner of tax lot 800 proposes no new development at this time and the land has adequate room for existing structures, parking, landscaping, etc. City Water and Sewer are available near the boundary of the property. City fire and police services will be available upon annexation for both properties. City streets, right-of-ways, an addition 10 feet of right of way dedication for SE 13th Street and 5 feet along SE 5th Avenue will be required as a condition of approval and the existing street are not developed to City standards and has been requested to be deferred until future development and therefore the lands will NOT be removed from the Rural Road district No. 3 at this time.
- g. Uses allowed by the current zone are basically identical to the proposed zone. No significant difference in allowed uses will occur as a result of the rezone. Requirements in the OMC applicable to uses in the commercial

zone will ensure that impacts from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land are minimized.

Conclusion: The proposed recommended rezone to City General Heavy Commercial (C-2H) is consistent with all applicable criteria and standards.

B. Annexation:

1. *10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.*

2. *Oregon Revised Statute 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.*

Findings:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits.
3. The property is currently zoned for Commercial use in the Urban Growth Area; the recommended zone, City General Heavy Commercial (C-2H), is consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and, by providing more potentially developable commercial land.

Conclusion: All criteria and standards applicable to a request for annexation were met. The property could be annexed.

Annexation would benefit the city by increasing tax revenue and a new development tax base.

The request was filed on August 29, 2017 by the applicant. DLCD was given its 35 day notice, and the 20-day notice to the affected persons and agencies were sent 20 days prior to the hearing as required by law. The Public Hearing for this action was set for November 21, 2017, which met the notice requirements.

The Ontario City Council authorized a public hearing at their regular meeting on November 9, 2017 to be held on November 21, 2017 at 7 pm. The quasi-judicial Zoning Map amendment procedures were designed and authorized to adjust zone boundaries and create new zoning classifications on the official Zoning Map within areas on the land use plan indicated for the uses allowed by the map change. Such changes shall be in conformity with the land use goals of the state. The decision of the Planning Commission would be the final decision of the city unless an appeal was filed as authorized by this Title. (LANGUAGE IN [10B-10-05](#) SUPERSEDES THIS LANGUAGE) WHICH READ: The ultimate decision-making authority for legislative actions and zone changes brought under the provisions of this Title shall rest with the City Council. Certain actions of the Planning Commission are in the form of a recommendation to the City Council. The land use actions for which the Commission provides only a recommendation to the Council are amendments of the comprehensive plan and zoning ordinances or Zoning Map. Alternatives could be as follows:

The Council could, by motion, based on public testimony or need for more clarification refer this matter back to the Planning Commission, OR, table and continue this item to a future date certain meeting, to obtain clarification on issues raised at this Public Hearing.

The Planning Commission, at a Public Hearing on November 6, 2017, made a motion that the request for annexation be approved and rezoning of the subject property from UGA General Commercial (C-2) to City General Heavy Commercial (C-2H), as set forth in ACTION 2017-08-16AZ be recommended for approval by the City Council, based on the information, findings and conclusions at said Public Hearing, and Staff recommends the approval of the Annexation and Rezone.

Exhibit "A"
Property Description for Annexation/Rezone
City Action No. 2017-08-16AZ

Land in Malheur County, Oregon:

In Twp. 18 S., R. 47 E., W.M.:

Sec. 11: A parcel of land in the N1/2NW1/4SW1/4NW1/4 described as follows:

Commencing at the Southwest corner of the N1/2NW1/4SW1/4NW1/4

thence North, along the West boundary thereof, 108 feet to the POINT OF

BEGINNING;

thence East 112.02 feet;

thence North, parallel with the West boundary, to the North line of the

N1/2NW1/4SW1/4NW1/4;

thence West along the North line, 112.02 feet;

thence South along the West line to the Point of Beginning.

EXCEPTING THEREFROM the West 20 feet thereof for road right of way.

ALSO EXCEPTING THEREFROM that portion of land conveyed to The City of Ontario, Oregon, by Warranty Deed, recorded March 08, 2002, as Instrument No. 2002-1831, records of Malheur County, Oregon.

ALSO EXCEPTING THEREFROM that portion of land described as follows:

Commencing at the Southwest corner of the N1/2NW1/4SW1/4NW1/4

thence North, along the West boundary thereof, 108 feet to the POINT OF BEGINNING;

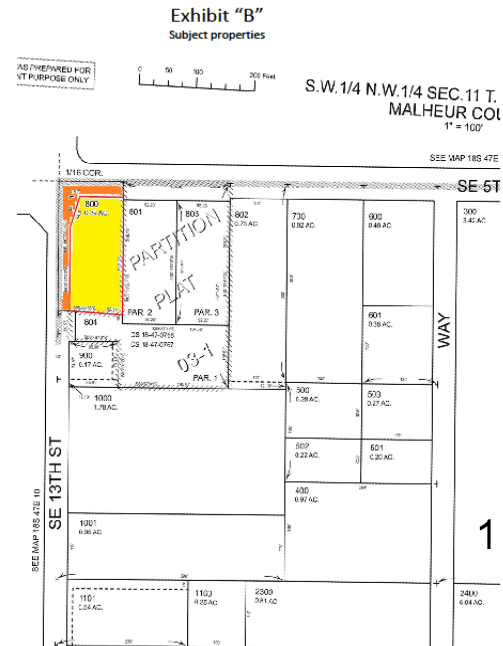
thence at right angles to said West line, North 89°49'40" East, a distance of 20.00 feet, to a point on the East right-of-way of SE 13th Street to the Southwest corner of that parcel of real property described in Warranty Deed Instrument No. 2001-1755, and the POINT OF BEGINNING.

thence along said right of way, North 00° West, a distance of 5.27 feet;

thence South 86°53'33" East, a distance of 92.17 feet, to the Southeast corner of said parcel,

thence along the South line of said parcel described in said Warranty Deed, South 89° West, a distance of 92.02 feet to the POINT OF BEGINNING.

TOGETHER WITH all the right of way of SE 5th Avenue and SE 13th Street adjacent to the above described lands.



The Hearing was opened for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, CAPRON seconded, **THAT THE REQUEST FOR ANNEXATION OF THE SUBJECT PROPERTIES INTO THE CITY OF ONTARIO, AND THE REQUEST FOR REZONE OF THE SUBJECT PROPERTIES FROM UGA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H), AS SET FORTH IN ACTION 2017-08-16AZ AND REMOVING THE LANDS FROM THE RURAL FIRE BE APPROVED BY THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS IN THIS REPORT.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL ADOPT ORDINANCE #2732-2017, AN ORDINANCE ANNEXING INTO THE CITY AND REZONING OF A PARCEL OF LAND BEING LOCATED AT 510 SE 13TH STREET, FROM UGA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H), ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

HAND-OUTS/DISCUSSION ITEMS

Check Register September-October, 2017.

EXECUTIVE SESSION**Executive Session: ORS 192.660(2)(h)**

An executive session was called at **8:30 p.m.** under provisions of ORS 192.660(1)(h) to discuss real or potential litigation. The Council reconvened into regular session at **8:43 p.m.**

JUSTUS moved, PALOMO seconded, that the City Council authorize the City Attorney to appear on behalf of the city at a hearing on the Referendum Ballot Title before the Circuit Court. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

ADJOURN

CRUME moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

ACCEPTED:

Ronald Verini, Mayor

ATTESTED:

Tori Barnett, MMC, City Recorder



January 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 CITY HALL CLOSED NEW YEAR'S DAY	2 PLANNING 7PM CITY HALL	3	4 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	5	6
7	8	9 PUBLIC WORKS 3PM CITY SHOP	10	11	12	13
14	15 CITY HALL CLOSED MLK DAY	16 COUNCIL 7PM CITY HALL	17	18	19	20
	22 AIRPORT 6PM ONTARIO	23 [2 ND] COUNCIL 7PM CITY HALL	24	25	26	27
28	29	30	31			

February 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CLARION INN	2	3
4	5 PLANNING 7PM CITY HALL	6	7	8 WORK SESSION 12PM CITY HALL	9	10
11	12	13 PUBLIC WORKS 3PM CITY SHOP	14 VALENTINE'S DAY	15	16	17
18	19 CITY HALL CLOSED PRESIDENT'S DAY	20 COUNCIL 7PM CITY HALL	21	22	23	24
25	26 AIRPORT 6PM AIRPORT	27 [2 ND] COUNCIL 7PM CITY HALL	28			

March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CLARION INN	2	3
4	5 PLANNING 7PM CITY HALL	6	7	8 WORK SESSION 12PM CITY HALL	9	10
11	12	13 PUBLIC WORKS 3PM CITY SHOP	14	15	16	17
18	19	20 COUNCIL 7PM CITY HALL	21 PARKS & REC 330PM REC CENTER	22	23	24
25	26 AIRPORT 6PM AIRPORT	27 [2 ND] COUNCIL 7PM CITY HALL	28	29	30	31

April 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 PLANNING 7PM CITY HALL	3	4	5 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	6	7
8	9	10 PUBLIC WORKS 3PM CITY SHOP	11	12	13	14
15 EASTER	16	17 COUNCIL 7PM CITY HALL	18	19	20	21
22	23 AIRPORT 6PM AIRPORT	24 [2 ND] COUNCIL 7PM CITY HALL	25	26	27	28
29	30					

May 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	4	5
6	7 PLANNING 7PM CITY HALL	8 PUBLIC WORKS 3PM CITY SHOP	9	10	11	12
13 MOTHER'S DAY	14	15 COUNCIL 7PM CITY HALL	16	17	18	19
20	21	22 [2 ND] COUNCIL 7PM CITY HALL	23	24	25	26
27	28 CITY HALL CLOSED MEMORIAL DAY	29 AIRPORT 6PM AIRPORT	30	31		

June 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 PLANNING 7PM CITY HALL	5	6	7 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	8	9
10	11	12 PUBLIC WORKS 3PM CITY SHOP	13	14	15	16
17 FATHER'S DAY	18	19 COUNCIL 7PM CITY HALL	20 PARKS & REC 330PM REC CENTER	21	22	23
24	25 AIRPORT 6PM AIRPORT	26 [2 ND] COUNCIL 7PM CITY HALL	27	28	29	30

[illegible]

Monday

Wednesday

Friday

Saturday

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August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 V&C 7AM CLARION INN	3	4
5	6 PLANNING 7PM CITY HALL	7 PUBLIC WORKS 3PM CITY SHOP	8	9 WORK SESSION 12PM CITY HALL	10	11
12	13	14 COUNCIL 7PM CITY HALL	15	16	17	18
19	20	21 [2 ND] COUNCIL 7PM CITY HALL	22	23	24	25
26	27 AIRPORT 6PM AIRPORT	28	29	30	31	

September 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 CITY HALL CLOSED LABOR DAY	4 PLANNING 7PM CITY HALL	5	6 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	7	8
9	10	11 PUBLIC WORKS 3PM CITY SHOP	12	13	14	15
16	17	18 COUNCIL 7PM CITY HALL	19 PARKS & REC 330PM REC CENTER	20	21	22
23	24 AIRPORT 6PM AIRPORT	25 [2 ND] COUNCIL 7PM CITY HALL	26	27	28	29

October 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 PLANNING 7PM CITY HALL	2	3	4 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	5	6
7	8	9 PUBLIC WORKS 3PM CITY SHOP	10	11	12	13
14	15	16 COUNCIL 7PM CITY HALL	17	18	19	20
21	22 AIRPORT 6PM AIRPORT	23 [2 ND] COUNCIL 7PM CITY HALL	24	25	26	27
28	29	30	31 HALLOWEEN			

November 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CLARION INN	2	3
4	5 PLANNING 7PM CITY HALL	6	7	8 WORK SESSION 12PM CITY HALL	9	10
11 VETERANS DAY	12 CITY HALL COSED	13 PUBLIC WORKS 3PM CITY SHOP	14	15	16	17
18	19	20 COUNCIL 7PM CITY HALL	21	22 CITY HALL COSED THANKSGIVING	23 CITY HALL COSED	24
25	26 AIRPORT 6PM AIRPORT	27 [2 ND] COUNCIL 7PM CITY HALL	28	29	30	

December 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 PLANNING 7PM CITY HALL	4	5	6 V&C 7AM CLARION INN WORK SESSION 12PM CITY HALL	7	8
9	10	11 PUBLIC WORKS 3PM CITY SHOP	12	13	14	15
16	17	18 COUNCIL 7PM CITY HALL	19 PARKS & REC 330PM REC CENTER	20	21	22
23	24	25 CITY HALL COSED CHRISTMAS	26 AIRPORT 6PM AIRPORT [2 ND] COUNCIL 7PM CITY HALL	27	28	29
30	31					



ELECTRONIC LIENS

BY: KARI OTT, FINANCE DIRECTOR

DECEMBER 19, 2017



DISCUSSION ITEMS

- **Current Lien Reporting**
- **Electronic Lien Docket**
- **Lien Search Fees**
- **Next Steps**



CURRENT LIEN REPORTING

- All liens are filed with the county
 - Fees are paid to the county when filing
 - Fees are paid to the county when releasing lien
 - Fees appear to be a minimum of \$37





ELECTRONIC LIENS

ORS 93.643

- **Specifically allows governmental liens through an Electronic Lien Docket**
 - **(1b)** *“A city may give constructive notice of a governmental lien by maintaining a record of the lien in an electronic medium that is accessible on-line during the regular business hours of the city”*



ELECTRONIC LIEN DOCKET

• ADVANTAGES

- Enable to report minor financial interests
 - For abatements, utility billings etc.
- Has ability to provide enhanced access
 - Payoff calculations etc.
- Quicker turnaround time for users.
- Traceable footprints of all information given
 - No disputes over information provided





CONDUITS

- **Conduits**

- Service owned by the NetAssets Corporation, Eugene Oregon
- No start up, software or hardware costs
- Provide all technical support
- Provide 24/7 access
- Charge \$10 per report



CONDUITS REFERENCE LIST

- **65 municipalities in Oregon including:**

- Albany
- Baker City
- Corvallis
- Bend
- Pendleton
- Tillamook
- Portland
- Salem
- Lincoln City
- Medford

- Redmond
- Sandy
- Woodburn
- Grants Pass
- Junction City
- Newberg
- Monmouth
- Sweet Home
- Silverton
- Wilsonville



LIEN SEARCH FEES

- Most cities in Oregon have adopted lien search fees.
 - Adopted by Council Resolution
 - Average in Oregon is \$25
 - This would be \$15 for City administration costs.





NEXT STEPS

1. Council consensus
1. Resolution to establish lien search fees
2. Contract with company signed





**AGENDA REPORT
OLD BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2017-139: A RESOLUTION CALLING FOR AN ELECTION REGARDING AN AMENDMENT TO THE CITY CHARTER TO CREATE A SALES TAX CAP AND PLACING THE ACTION ON THE MAY, 2018, BALLOT**

DATE: December 14, 2017

PROPOSED MOTION:

I MOVE TO APPROVE RESOLUTION # 2017-139: A RESOLUTION CALLING FOR AN ELECTION REGARDING AN AMENDMENT TO THE CITY CHARTER TO CREATE A SALES TAX CAP AND PLACING THE ACTION ON THE MAY, 2018 BALLOT.

SUMMARY:

Community feedback following council approval of the sales tax stressed the importance of capping the potential for the sales tax rate to increase over time. The requested and recommended ballot referral is to amend the city charter, by vote of the people, to ensure that any increase to a sales tax must be approved by the voters in Ontario.

BACKGROUND:

The Ontario City Council adopted Ordinance #2729-2017, enacting a 1% sales tax in the City of Ontario. On October 3, 2017, the Ordinance was stayed due to a Referendum being filed in opposition to the tax.

CURRENT SITUATION:

If the sales tax collection action passes, the City Council proposes that the Charter shall be amended, creating Section ___, to the Ontario Charter, clarifying that any increase above the established 1% sales tax would be required to go to a vote of the City of Ontario citizens. The current Charter has no such provisions in place.

ANALYSIS:

- A. **FINANCIAL** No additional costs will be incurred by adding this item to the ballot. The financial impact of adding this to the city charter is that any future increase could only be done by a vote of the people. Any additional revenues from increasing a sales tax beyond 1% could not be done by the Ontario City Council.

This ballot initiative is contingent upon passage of the other ballot initiative passing in the affirmative

to implement a 1% sales tax. The City Council, with the City Manager's concurrence, has stated that any amount of sales tax above 1% would threaten the city's competitive advantage in the region under the city's current revenue structure.

- B. **TIMING** A ballot initiative must be filed with the city elections official by the Governing Body on or before the 80th day before the election. The final ballot language submitted in form SEL 802 must be submitted to the County elections official on or before the 61st day prior to the election.
- C. **POLICY/LEGAL** The City Council has authority established by the State of Oregon to refer items to ballot. The City Charter last revised in 1985 can only be amended by vote of the people of the City of Ontario, Oregon.

ALTERNATIVES:

No Action: Without referring this measure to voters the issue will not be on the ballot with the 1% sales tax ballot measure. No cap will be implemented into the Ontario City Charter.

RECOMMENDATION:

Staff recommends approval of Resolution #2017-139.

ATTACHMENTS:

1. Resolution #2017-139



RESOLUTION # 2017-139

A RESOLUTION CALLING FOR AN ELECTION REGARDING AN AMENDMENT TO THE CITY CHARTER TO CREATE A SALES TAX CAP AND PLACING THE ACTION ON THE MAY, 2018 BALLOT

- WHEREAS,** On May 15, 2018, there will be a referendum election to approve the 1% sales tax enacted by the Council in Ordinance No. 2729-2017; and
- WHEREAS,** Concerns have been expressed by some residents that approval of the 1% sales tax will allow the City to increase the sales tax percentage in the future without a vote of the people; and
- WHEREAS,** In order to address those concerns, the City Council finds that the Ontario Municipal Charter should be amended to limit any further increases in the sales tax percentage except by a vote of the people; and
- WHEREAS,** A Charter amendment requires a vote of the people through the referral process authorized under Oregon law; and
- WHEREAS,** The City Council has determined that the proposed Charter amendment should be referred to the people in the same election as the referendum to approve the 1% sales tax, and that the Charter amendment should take effect only if the voters approve the 1% sales tax.

NOW, THEREFORE BE IT RESOLVED, by the Ontario City Council that:

SECTION 1: An election is hereby called in and for the City of Ontario, Malheur County, Oregon, for the purpose of submitting to the legal voters the following:

CAPTION: Amends City Charter (3/10)

QUESTION: Should the Charter be amended to require any sales tax increases above 1% to have voter approval? (17/20)

SUMMARY: In the May 15, 2018, election, there is a separate Ballot Measure which seeks voter approval of the 1% sales tax enacted by City of Ontario in Ordinance #2729-2017. If that Ballot Measure is approved by the voters, the proposed City Charter amendment will impose a cap on the sales tax percentage; any future increases will require a vote of the people. The proposed Charter amendment adds Section 2.2 which reads as follows:

“Section 2.2. On May 15, 2018, the voters approved by referendum a ballot measure allowing the City to impose a 1% sales tax. The City shall not increase the sales tax percentage beyond 1% without voter approval.”

If the separate Ballot Measure fails, the vote on the Charter amendment will have no effect; the Charter will not be amended, regardless of the vote on the Charter amendment.

(141/175).

SECTION 2: The Measure Election hereby called shall be held in the City of Ontario on the 15th day of May, 2018. This election shall be conducted by mail.

SECTION 3: The Ontario City Council authorizes the Mayor, the City Manager, (each an “authorized representative”) the City Attorney, or a designee of the authorized representative to act on behalf of the City of Ontario and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 4: The Ontario City Council directs the city’s Election Official to file with Malheur County Election’s Office a Notice of City Measure Election, for SEL 802, attached and incorporated herein by this reference as Exhibit “A”, on a date no earlier than the eighth business day after the date of which Exhibit “A” is filed with the City Election’s Official.

SECTION 5: Pursuant to ORS 251.345, the City Council directs the City Manager, or designee, to prepare a Measure Explanatory Statement for publication in the county voter’s pamphlet; said statement shall be filed with the Malheur County Election’s Office at the same time the Notice of City Measure Election is filed by the City Election’s Official.

SECTION 6: The Act, containing the full Charter amendment, is attached hereto as Exhibit “B”, and is incorporated herein by reference.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this 19th day of December, 2017, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

Approved by the Mayor this 19th day of December, 2017.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2017-142: HOMELESS SERVICES APPROPRIATION

DATE: December 5, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2017-142: A RESOLUTION APPROPRIATING FUNDS FROM THE PUBLIC SAFETY FUND FOR ADDITIONAL FUNDING NEEDED FOR HOMELESS SERVICES.

OR

I MOVE THE CITY SEEK COMMENTS FROM THE BUDGET COMMITTEE FOR THE CURRENT YEAR'S SUPPLEMENTAL BUDGET AND THAT A SUBMISSION FOR AN ANNUAL APPROPRIATION BE DIRECTED THROUGH THE BUDGET COMMITTEE PROCESS.

SUMMARY:

Until the end of 2016, a private non-profit operated a homeless meal site. In January of 2017, Community in Action took over the site. Continuation of services has been provided by a local church with the support of Community in Action. Support for ongoing services is needed.

BACKGROUND:

The Council approved Resolution #2017-110, on February 21, 2017, to appropriate \$2,500 for the homeless services.

CURRENT SITUATION:

Community in Action has allocated over \$25,000 to the program with grant and private funding. Currently, the program costs are short around \$23,000.

The most recent point in time count showed approximately 108 homeless in the area. The real number of homelessness is undoubtedly higher. Without homeless services, there are concerns of homeless living in business doorways and more emergency calls.

Ontario City Councilor Marty Justus, who has participated in the homeless coalition task force has requesting that the City of Ontario make another contribution to the program of \$4,000 in concert with the other cities and Malheur County.

ANALYSIS:

- A. **FINANCIAL** The proposed resolution would appropriate \$4,000 from the Public Safety Reserve. The balance in the public safety reserve at this time is \$304,620.
- B. **TIMING** Community in Action is seeking funding to continue services from January 1, 2018 to June 30, 2018.
- C. **POLICY/LEGAL** By policy, a budget resolution approved by the City Council is required to expend the funds as per ORS 294. A supplemental budget can be approved by the Ontario City Council. The city can use the Budget Committee in advisory capacity, but the decision will ultimately fall upon the City Council to approve a supplemental budget for this fiscal year. Future appropriations should go through the Budget Committee.

ALTERNATIVES:

Take No Action - Funding for the first half of 2018 is uncertain.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2017-142 and/or request the budget committee to consider this item for the current fiscal year funding or future year's funding.

ATTACHMENTS:

1. Resolution #2017-142 Homeless Assistane Appropriation



RESOLUTION 2017-142

A RESOLUTION APPROPRIATING FUNDS FROM THE PUBLIC SAFETY FUND FOR ADDITIONAL FUNDING NEEDED FOR HOMELESS SERVICES

- WHEREAS,** Community in Action took over the homeless meal site January 1, 2017 when Harvest House Missions closed; and
- WHEREAS,** Over 2,000 meals have been served to homeless and low-income residents since January 2017; and
- WHEREAS,** Community in Action has allocated over \$25,000 in funding and are currently short approximately \$23,000; and
- WHEREAS,** Community in Action is requesting funding from Malheur County, the City of Ontario, the City of Nyssa and the City of Vale; and
- WHEREAS,** Community in Action is requesting \$4,000 from the City of Ontario to fund the program through June 30, 2018; and
- WHEREAS,** The city desires to modify the 2017-2018 budget to expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2017-2018 budget:

Line Item	Item Description	FY 17-18 Budget	Amount of Change	Adjusted Budget
Reserve Fund – Public Safety Reserve Department				
055-131-712112	Skidsteer	\$50,000	(\$4,000)	\$46,000
055-131-615557	Homeless Contribution	\$ -	\$4,000	\$4,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____, 20____, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20____.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2017-143: HOUSING INCENTIVE PROGRAM

DATE: December 14, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2017-143, A RESOLUTION REVISING THE CITY OF ONTARIO BUSINESS LOAN FUND AND LOAN ALLOCATION PROCEDURES ESTABLISHED BY RESOLUTION NUMBER 87-103 AND REVISED BY RESOLUTIONS NUMBER 00-128, 00-133, AND 2004-140.

SUMMARY:

The City Manager is recommending a Housing Incentive Program to attract single family, owner occupied housing to the City. The Council first received this concept in November of 2017 and directed the City Manager to more fully prepare the program for consideration.

BACKGROUND:

Resolution No. 87-103 establishing the City of Ontario Business Loan Fund and loan allocation procedures was passed on March 2, 1987. Funds were acquired as a grant through the Oregon Community Development Program. This established a revolving loan fund for the purpose of loaning to local businesses for business equipment, acquisition, business development, and the creation of new jobs. This resolution required that loans be established with interest.

Loan Terms in summary are as follows:

- Loans of not less than \$10,000
- Maximum loan term of 15 years
- Interest rate fixed by city council at not less than 5%
- Loan servicing fee of 1 ½% to be deducted from the loan proceeds
- Applicant must secure a commitment from a commercial or private lender or local development group of at least 66 2/3% of the total project cost.
- Applicant must provide evidence of collateral
- Loan proceeds used for working capital shall not exceed 10% of the total loan amount.

Resolution No. 00-128 revised the City of Ontario business loan fund and loan allocation procedures established by resolution Number 87-103. Resolution No. 00-128 simplified the rules and procedures of the loan fund in

several ways:

- The purpose was rewritten to maximize the utilization by saying it “is to provide financing to: encourage economic and community development; create or retain jobs; and/or, enhance the aesthetic appeal of properties located within the Ontario Urban Growth Area.”
- The resolution reduced the criteria, the ineligible activities, the application criteria, and repealed the minimum loan amount.
- It also designated the repayment of the loan directly to principal and outstanding uncollectable amounts and then established a grant fund for public facility projects.

Resolution No. 00-133 established the city of Ontario Economic and Community Enhancement Small Grant Fund and Accompanying Criteria and Procedures. This resolution defined the procedures for granting money acquired from interests and fees from the business loan fund.

The small grant fund criteria and procedures were established and the grants were established for the following uses:

- Public facility improvement projects identified in adopted plans
- Public Facility Projects such as playground equipment, street or crosswalk pavers, park irrigation systems
- Landscaping enhancements
- Improvements to the Railroad Depot
- Projects with a useful life of at least 5 years

Resolution No. 2004-140 revised the City of Ontario Business Loan Fund and Accompanying Criteria and Procedures to provide clarity that the Business Loan Fund could be spent within and outside the City of Ontario and the Urban Growth Boundary so long as there was a direct or indirect benefit to the City or Urban Growth Boundary.

CURRENT SITUATION:

The Ontario City Council directed the City Manager to prepare an amendment to the Business Loan Fund to implement the Housing Incentive Program as presented. Revisions to the Business Loan Fund have been prepared and reviewed with the Community Development Director and City Attorney.

ANALYSIS:

- A. **FINANCIAL** This program will have a positive impact on the general fund. Initially, as additional revenue comes in from new construction built under these agreements, the taxes will be transferred to replenish the business loan fund. After the incentive program money has been replenished the city will see be able to use the additional property tax revenue from the new construction.

Additional housing in Ontario will provide secondary economic impacts to the local economy by increasing the work force, providing closer access to places of employment, and additional retail business.

- B. **TIMING** We have had multiple contractors and individuals approach the city with interest in the program since it was presented conceptually to the City Council. We anticipate that it will be received

well by the community.

- C. **POLICY/LEGAL** Amendments to the Business Loan Fund Rules and Procedures must be approved by the City Council.

ALTERNATIVES:

Take No Action: If the council chooses not to pursue this program they can take no action.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2017-143.

ATTACHMENTS:

1. Resolution #2017-143
2. Res No. 87-103
3. Res 00-128
4. Res No. 87-133
5. Res No 2004-140



RESOLUTION #2017-143

A RESOLUTION REVISING THE CITY OF ONTARIO BUSINESS LOAN FUND AND LOAN ALLOCATION PROCEDURES ESTABLISHED BY RESOLUTION NUMBER 87-103 AND REVISED BY RESOLUTIONS NUMBER 00-128, 00-133, AND 2004-140

- WHEREAS, The City of Ontario, by Resolution No. 87-103, dated March 2, 1987, established a Revolving Loan Fund (RLF) for the purpose of providing financing for the purchase of land, buildings, fixed equipment and machinery, research and development, and working capital to eligible small businesses in Ontario; and
- WHEREAS, The Revolving Loan Fund was revised by Resolution No. 00-128 to simplify the rules and procedures established by Resolution No. 87-103; and
- WHEREAS, The Revolving Loan Fund was revised by Resolution No. 00-133 establishing the city of Ontario Economic and Community Enhancement Grant Fund derived from fees and interests from the revolving loan fund; and
- WHEREAS, The Revolving Loan Fund was revised by Resolution No. 2004-140 to provide clarity for the geographic boundaries in which the fund could be spent; and
- WHEREAS, The City desires to be able to use the revolving loan fund to attract owner occupied new home construction.

NOW THEREFORE, BE IT HEREBY RESOLVED,

The provisions of the amended Business Loan Fund and Loan Allocation Procedures are superseded through resolution No. 2017-143 herewith:

Section 1. Purpose: The purpose of the City of Ontario Business Loan Fund is to finance projects, located inside or outside the Ontario Urban Growth Boundary, which provide the following benefits within the Urban Growth Boundary: economic and community development, job creation, and/or retention, or enhanced aesthetic appeal of property.

Maximum utilization of the City of Ontario Business Loan Fund is encouraged.

Section 2. Criteria: The following project criteria are priority items of the City of Ontario Business Loan fund:

1. Businesses that are a "qualified business firm" as defined by the Enterprise Zone section of the Oregon Revised Statutes and are located in the Ontario Enterprise Zone;
2. Existing businesses with fewer than one hundred employees;
3. Employment of low and moderate income employees;
4. Making use of skills of displaced or unemployed workers;
5. Assisting in economic diversification;
6. Containing significant owner equity;
7. Maximizing participation by financial institutions and local development groups; or
8. Compliance with City of Ontario required upgrades to on-site landscaping and/or parking improvements for business enterprises.
9. [Home Incentive Program: Providing a cash incentive of \\$10,000 per unit for construction of new owner occupied single family homes.](#)

Proposed projects meeting some or all of the criteria set forth in this section will be given priority for loan funding. Greater consideration will be given to projects meeting two or more criteria.

Section 3. Ineligible activities: The following activities are ineligible for funding from the City of Ontario Business Loan Fund:

1. Paying off a loan, investment or advance to an employee, officer, partner or stock holder of the firm, or replenishing funds used for such purposes;
2. Investment purposes not related to the business, or business purposes considered speculative;
3. Firms involving gambling activity;

Section 4. Applications: Applications shall be submitted to the Ontario City Manager. The applications shall contain the following information:

1. How the proposed project meets the purpose and criteria as set forth in this resolution;
2. Information indicating that the project is feasible and has a significant prospect of repayment;
3. A list identifying collateral which is available and will be used to secure the City's interest in the loan, should the loan be extended.
4. Indicating the source and approximate amounts of other funds which will support the project.
5. Written agreement on behalf of applicant, his successors and/or assigns in interest to take necessary steps to maintain the City's security interests until the loan is paid in full.
6. [A separate application form will be created for the Housing Incentive Program.](#)

The City Manager shall review the application for completeness and sufficiency. If the application is deemed complete by the City Manager, it will be forwarded to the Loan Committee. The Loan Committee, after review of the application will make a recommendation of approval, approval with conditions or disapproval to the City Council. The City Council shall make the final decision on each application.

Section 5. Loan Committee. The Loan Committee shall review all applications for loans at least quarterly. The Loan Committee shall be composed of five (5) members, two (2) of whom are City Council members and three (3) of whom are members at large. All Loan Committee members shall be appointed by the Mayor with the approval of the City Council.

Section 6. Loan Terms.

1. Loans shall not be made for amounts so low they are inefficient to administer.
2. Loans will be authorized to qualifying applicants on a first come, first serve basis, subject to the availability of funds within the City of Ontario Business Loan Fund.
3. The Maximum loan term is fifteen (15) years.
4. The interest rate for all loans granted under the terms of this program shall be fixed by the City Council. The rates will generally be fixed at the Prime Rate, as published in the most current edition of the Wall Street Journal, less two percent (2%). However, the lending rate shall be established for all loans at a rate no lower than five percent (5%). Interest shall accrue on a fixed, simple interest basis.
5. All loans shall be subject to a one time loan origination fee which shall be the greater of one and one-half percent (1½ %) of the principal amount or one hundred fifty dollars (\$150.00).

6. City of Ontario Business Loan Funds should be used to leverage owner equity and other conventional financing of the project, with the Business Loan Fund amounts generally not exceeding thirty-three percent (33%) of the total cost of the project. Under no circumstances should Business Loan Funds be used for working capital.
7. Applicant must provide, along with the application, sufficient evidence of adequate collateral for security of the whole amount of the loan to insure loan repayment.
8. Provided there is adequate security, the monies loaned from the fund may be in a subordinate security position to that of other lenders.
9. Loan proceeds may be used for necessary physical facility expenses including, but not limited to the purchase of land, buildings, equipment or the construction or installation of site improvements.

Section 7. Loan Application: Requests for loan funds through the City of Ontario Business Loan Fund shall be made on applications provided by the City of Ontario.

Section 8. Escrow Agencies: The City of Ontario may require that the repayment of funds be made to a designated independent agent or escrow company which shall serve as an agent for the City in the collection of the loan funds.

Section 9. Repayment of Loan Funds: All revenue received through the repayment of the amount of loans under this program shall be placed:

1. The repayment of principal amounts shall be placed within the City of Ontario Business Loan Fund Account and shall be used to maintain a continuous loan fund.
2. All revenue received from interest on the principal balance of the City of Ontario Business Loan Fund or from interest on the principal amounts of loaned funds shall be allocated:
 - a. First, to replace any principal amounts lost from uncollectable amounts on any outstanding loan granted through the City of Ontario Business Loan Fund
 - b. The remainder to go to the Ontario Economic and Community Enhancement Small Grant Fund which shall be available for distribution in accordance with the policies and procedures as set forth by resolution of the Ontario City Council for public facility projects which enhance the economic stability or general quality of life within the community.

Section 10. Geographical Restriction: All loan funds obtained through the City of Ontario Business Loan Fund must be used on projects inside or outside the Ontario Urban Growth Boundary, which provide benefits within the Urban Growth Boundary as described in Section 1~~within the Urban Growth Boundary of the City of Ontario.~~

Section 11. Housing Incentive Program: The following conditions must be met for projects eligible for the Housing Incentive Program.

- a. Sufficient documentation of funding must be satisfied by the Business Loan Fund Committee to establish ability to pay for the proposed development.
- b. The Housing Incentive application must be completed.
- c. The program is only eligible for new single family, owner occupied homes, greater than 1,600 square feet.

- d. [The projects must be complete within 24 months of the application approval.](#)
- e. [All projects must be permitted with the City and built by licensed bonded and insured contractors.](#)
- f. [Homes must be within the city limits or annexed into the city prior to occupancy.](#)
- g. [Incentive funds will be paid out at the certificate of occupancy.](#)
- h. [Agreements must be approved prior to permitting & Construction](#)
- i. [The City will repay the business loan fund annually by transferring taxes received into the general fund for each property to the business loan fund.](#)

Section 1112. Modifications: The Ontario City Council may review all or part of this resolution and may make appropriate changes as necessary upon Resolution of the City Council.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of December, 2017, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2017.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



RESOLUTION NO. 87-103

A RESOLUTION ESTABLISHING THE CITY OF ONTARIO
BUSINESS LOAN FUND AND
LOAN ALLOCATION PROCEDURES

WHEREAS, the City of Ontario has received grant monies from the Oregon Community Development Program which has been loaned to local businesses for the purpose of business equipment acquisition, business development, and the creation of new jobs; and

WHEREAS, other grants of a similar nature may be received by the City of Ontario from time to time; and

WHEREAS, these loan monies will be repaid to the City of Ontario, together with interest; and

WHEREAS, the establishment of a revolving loan fund will help to increase business activity and capital investment with the City of Ontario, expand employment opportunities, and enhance the overall economy within the City of Ontario.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO AS FOLLOWS, TO-WIT:

Section 1. Purpose: The purpose of the City of Ontario Business Loan Fund is to provide financing for purchase of land, buildings, fixed equipment and machinery, research and development, and working capital to eligible small businesses in Ontario, Oregon, which include:

1. Manufacturing or other industrial production;
2. Retail and commercial businesses;
3. Research and development activities;
4. Development or improved utilization of natural resources;
5. Tourist facilities;
6. Transportation or freight facilities;
7. Non-profit enterprises;
8. Publishing or broadcasting activities;
9. Professional and service activities;
10. Other activities which represent a new technology or type of economic enterprises that the Ontario City Council determines is needed to diversify the economic base.

Maximum utilization of the City of Ontario Business Loan Fund is encouraged.

Section 2. Criteria: The following project criteria are priority items of the City of Ontario Business Loan Fund:



1. Businesses that are a "qualified business firm" as defined by the Enterprise Zone section of the Oregon Revised Statutes and are located in the Ontario Enterprise Zone.
2. High ratio of employment to City of Ontario loan funds;
3. Existing businesses with fewer than one hundred employees;
4. Employment of low and moderate income employees;
5. Making use of skills of displaced or unemployed workers;
6. Assisting in economic diversification;
7. Containing significant owner equity;
8. Maximizing participation by financial institutions and local development groups;
9. Producing goods or services for export markets;
10. Increasing the flow of capital from outside the local area;
11. Does not significantly compete with existing business in the local area.

Section 3. Ineligible activities: The following activities are ineligible for funding from the City of Ontario Business Loan Fund:

1. Paying off a loan, investment or advance to an employee, officer, partner or stock holder of the firm, or replenishing funds used for such purposes;
2. Investment purposes not related to the business, or business purposes considered speculative;
3. Firms involving gambling activity;
4. Firms primarily involved in lending and investments.

Section 4. Applications: Applications shall be submitted to the Ontario City Manager. The applications shall contain the following information:

1. How the proposed project meets the purpose and criteria as set forth in this resolution;
2. Information indicating that the project is feasible and has a significant prospect of repayment;
3. Identifying collateral which is available to secure the City's interest in the loan;
4. Indicating what private investments will be made simultaneously in an amount of at least two times the loan request amount;
5. Indicating that at least one new job will be created per \$12,000 of loan funds;



6. A statement indicating that the applicant will follow applicable local, state and federal rules, including standards established from time to time by the State of Oregon Intergovernmental Relations Division for new grant applications.

Once an application has been received, the City Manager will review the application for sufficiency of information required above. If the application qualifies, it will be forwarded to the Loan Committee for a recommendation of approval or disapproval. The Loan Committee shall recommend to the City Council approval or disapproval of each application. The City Council shall make the final decision on each application.

Section 5. Loan Committee. The Loan Committee shall review all applications for loans at least quarterly. The Loan Committee shall be composed of five (5) members, two (2) of whom are City Council members and three (3) of whom are members at large. All Loan Committee members shall be appointed by the Mayor with the approval of the City Council.

Section 6. Loan Terms.

1. Applications must be made for loans in the amount of not less than \$10,000.00. Loans will be authorized subject to availability of funds within the City of Ontario Business Loan Fund.
2. The maximum loan term is fifteen (15) years.
3. The interest rate for all loans granted under the terms of this program shall be fixed by the City Council at not less than 5% simple interest per annum. Interest shall accrue on a fixed, simple interest basis.
4. All loans shall be subject to a loan servicing fee of 1 1/2% of the principal loan amount, to be deducted from the loan proceeds.
5. No money may be loaned from the fund unless the applicant has secured a commitment from a commercial or private lender or local development group or other lending source to participate in the financing of at least 66 2/3% of the total cost of the project.
6. Applicant must provide, along with the application, sufficient evidence or adequate collateral for security of the whole amount of the loan to insure loan repayment.
7. The monies loaned from the fund may be in a subordinate security position to that of other lenders.



8. Loan proceeds may be used for any and all necessary business expenses, including, but not limited to the purchase of land, buildings, equipment and working capital; with the exception that loan proceeds used for working capital shall not exceed 20% of the total loan amount.

Section 7. Loan Application: Request for loan funds through the City of Ontario Business Loan Fund shall be made on applications provided by the City of Ontario.

Section 8. Collection Agencies: The City of Ontario may require that the repayment of funds be made to a designated independent agent or escrow company which shall serve as an agent for the City in the collection of the loan funds.

Section 9. Repayment Funds: All revenue received through the repayment of loans under this program shall be placed within the City of Ontario Business Loan Fund Account and shall be used to maintain a continuous loan fund. All funds obtained through the City of Ontario Business Loan Fund must be used on projects within the Enterprise Zone boundaries of the City of Ontario.

Section 10. Modifications: The Ontario City Council may review all or part of this resolution and may make appropriate changes as necessary upon Resolution of the City Council.

PASSED AND ADOPTED by the Common Council of the City of Ontario this 2nd day of March, 1987, by the following vote:

AYES: Max Taggart II, Art Davis, Wayne King, Earl McCollum,
Bob Switzer, Nancy Biechler, and Mayor Laurine Wrenn

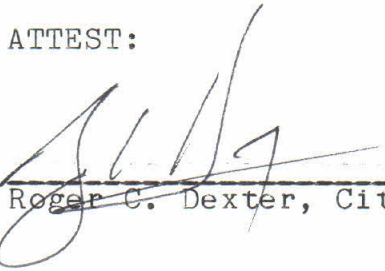
NAYS: None

ABSENT: None

APPROVED by the Mayor this 2nd day of March, 1987.


Laurine Wrenn, Mayor

ATTEST:


Roger C. Dexter, City Recorder

RESOLUTION NO. 00 - 128

A RESOLUTION REVISING THE CITY OF ONTARIO BUSINESS LOAN FUND AND LOAN ALLOCATION PROCEDURES ESTABLISHED BY RESOLUTION NUMBER 87-103

- WHEREAS,** The City of Ontario, by Resolution No. 87-103, dated March 2, 1987, established a Revolving Loan Fund (RLF) for the purpose of providing financing for the purchase of land, buildings, fixed equipment and machinery, research and development, and working capital to eligible small businesses in Ontario.
- WHEREAS,** The RLF is currently being underutilized and therefore, is not providing the economic benefit to the community that it was intended to provide.
- WHEREAS,** The City desires to increase the availability of low interest loans for the economic improvement and enhancement of the community.

NOW THEREFORE, BE IT HEREBY RESOLVED,

The provisions of Resolution 87-103, A Resolution Establishing The City of Ontario Business Loan Fund and Loan Allocation Procedures are superceded herewith.

Section 1. Purpose: The purpose of the City of Ontario Business Loan Fund is to provide financing to: encourage economic and community development; create or retain jobs; and/or, enhance the aesthetic appeal of properties located within the Ontario Urban Growth Area.

Maximum utilization of the City of Ontario Business Loan Fund is encouraged.

Section 2. Criteria: The following project criteria are priority items of the City of Ontario Business Loan fund:

1. Businesses that are a "qualified business firm" as defined by the Enterprise Zone section of the Oregon Revised Statutes and are located in the Ontario Enterprise Zone;
2. Existing businesses with fewer than one hundred employees;
3. Employment of low and moderate income employees;
4. Making use of skills of displaced or unemployed workers;
5. Assisting in economic diversification;
6. Containing significant owner equity;
7. Maximizing participation by financial institutions and local development groups;
or
8. Compliance with City of Ontario required upgrades to on-site landscaping and/or parking improvements for business enterprises.

Proposed projects meeting some or all of the criteria set forth in this section will be given priority for loan funding. Greater consideration will be given to projects meeting two or more criteria.

Section 3. Ineligible activities: The following activities are ineligible for funding from the City of Ontario Business Loan Fund:

1. Paying off a loan, investment or advance to an employee, officer, partner or stock holder of the firm, or replenishing funds used for such purposes;
2. Investment purposes not related to the business, or business purposes considered speculative;
3. Firms involving gambling activity;

Section 4. Applications: Applications shall be submitted to the Ontario City Manager. The applications shall contain the following information:

1. How the proposed project meets the purpose and criteria as set forth in this resolution;
2. Information indicating that the project is feasible and has a significant prospect of repayment;
3. A list identifying collateral which is available and will be used to secure the City's interest in the loan, should the loan be extended.
4. Indicating the source and approximate amounts of other funds which will support the project.
5. Written agreement on behalf of applicant, his successors and/or assigns in interest to take necessary steps to maintain the City's security interests until the loan is paid in full.

The City Manager shall review the application for completeness and sufficiency. If the application is deemed complete by the City Manager, it will be forwarded to the Loan Committee. The Loan Committee, after review of the application will make a recommendation of approval, approval with conditions or disapproval to the City Council. The City Council shall make the final decision on each application.

Section 5. Loan Committee. The Loan Committee shall review all applications for loans at least quarterly. The Loan Committee shall be composed of five (5) members, two (2) of whom are City Council members and three (3) of whom are members at large. All Loan Committee members shall be appointed by the Mayor with the approval of the City Council.

Section 6. Loan Terms.

1. Loans shall not be made for amounts so low they are inefficient to administer.
2. Loans will be authorized to qualifying applicants on a first come, first serve basis, subject to the availability of funds within the City of Ontario Business Loan Fund.

3. The Maximum loan term is fifteen (15) years.
4. The interest rate for all loans granted under the terms of this program shall be fixed by the City Council. The rates will generally be fixed at the Prime Rate, as published in the most current edition of the Wall Street Journal, less two percent (2%). However, the lending rate shall be established for all loans at a rate no lower than five percent (5%). Interest shall accrue on a fixed, simple interest basis.
5. All loans shall be subject to a one time loan origination fee which shall be the greater of one and one-half percent (1½ %) of the principal amount or one hundred fifty dollars (\$150.00) .
6. City of Ontario Business Loan Funds should be used to leverage owner equity and other conventional financing of the project, with the Business Loan Fund amounts generally not exceeding thirty-three percent (33%) of the total cost of the project. Under no circumstances should Business Loan Funds be used for working capital.
7. Applicant must provide, along with the application, sufficient evidence of adequate collateral for security of the whole amount of the loan to insure loan repayment.
8. Provided there is adequate security, the monies loaned from the fund may be in a subordinate security position to that of other lenders.
9. Loan proceeds may be used for necessary physical facility expenses including, but not limited to the purchase of land, buildings, equipment or the construction or installation of site improvements.

Section 7. Loan Application: Requests for loan funds through the City of Ontario Business Loan Fund shall be made on applications provided by the City of Ontario.

Section 8. Escrow Agencies: The City of Ontario may require that the repayment of funds be made to a designated independent agent or escrow company which shall serve as an agent for the City in the collection of the loan funds.

Section 9. Repayment Funds: All revenue received through the repayment of the amount of loans under this program shall be placed:

1. The repayment of principal amounts shall be placed within the City of Ontario Business Loan Fund Account and shall be used to maintain a continuous loan fund.
2. All revenue received from interest on the principal balance of the City of Ontario Business Loan Fund or from interest on the principal amounts of loaned funds shall be allocated:

- a. First, to replace any principal amounts lost from uncollectable amounts on any outstanding loan granted through the City of Ontario Business Loan Fund
- b. The remainder to go to the Ontario Economic and Community Enhancement Small Grant Fund which shall be available for distribution in accordance with the policies and procedures as set forth by resolution of the Ontario City Council for public facility projects which enhance the economic stability or general quality of life within the community.

Section 10. Geographical Restriction: All funds obtained through the City of Ontario Business Loan Fund must be used on projects within the Urban Growth Boundary of the City of Ontario.

Section 11. Modifications: The Ontario City Council may review all or part of this resolution and may make appropriate changes as necessary upon Resolution of the City Council.

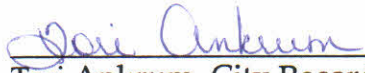
PASSED AND ADOPTED by the Common Council of the City of Ontario this 16 day of October, 2000 by the following vote:

AYES: Gaskill, Mollahan, Cammack, Bertram, Lawson, Jacobs
NAYS: None
ABSENT: Simko

APPROVED by the Mayor this 16 day of October, 2000.

ATTEST:


LeRoy Cammack, Mayor


Tori Ankrum, City Recorder

RESOLUTION NO. 00 - 133

A RESOLUTION ESTABLISHING THE CITY OF ONTARIO ECONOMIC AND COMMUNITY ENHANCEMENT SMALL GRANT FUND AND ACCOMPANYING CRITERIA AND PROCEDURES

- WHEREAS,** The Ontario City Council adopted Resolution No. 00-128, A Resolution Revising The City Of Ontario Business Loan Fund and Loan Allocation Procedures Established by Resolution Number 87-103;
- WHEREAS,** Resolution No. 00-128, provides that the interest earned on the City of Ontario Business Loan Fund which is not needed to keep the principal balance of the Fund whole, shall be used to fund a Ontario Economic and Community Enhancement Small Grant Fund; and
- WHEREAS,** The Ontario City Council desires to herewith establish criteria for distribution of Grants from the Ontario Economic and Community Enhancement Small Grant Fund.

NOW THEREFORE, BE IT HEREBY RESOLVED,

1. **The Grant Fund:** The Ontario Economic and Community Enhancement Small Grant Fund (The Grant Fund) is herewith established.
2. **Funding the Grant Fund:** The Grant Fund shall be funded from the interest received on the principal balance of the City of Ontario Business Loan Fund as set forth more particularly in Resolution No. 00-128.
3. **Eligibility:** Any public facility or public project meeting the criteria set forth herein shall be eligible to receive funds from the Grant Fund. For the purpose herein, "public" shall mean a facility or project owned and sponsored by the City of Ontario, Malheur County, the State of Oregon, Ontario 8-C School District or Treasure Valley Community College.
4. **Applications:** Applications for grants from the Grant Fund shall be submitted on the City of Ontario application form to the Ontario City Manager. The City Manager will review the application for its completeness, and determine if the proposed project meets the criteria set forth herein. If the City Manager determines the application to be complete and to meet the relevant criteria he will forward the application to the City of Ontario Business Loan Fund Committee for their recommendation.
5. **Action on Applications:** The Loan Committee shall review each application submitted to it based upon the criteria set forth herein. After review of the application the Loan Committee shall make a recommendation of approval, approval with conditions or disapproval to the City Council. The City Council shall make the final decision on each application.

6. **Criteria:** The following criteria are to be considered priority items for distribution of funds from the Ontario Economic and Community Enhancement Small Grant Fund:

1. Public Facility Improvement projects should have previously been identified within an adopted Master Plan, Strategic Plan, Goal Setting or other action through which the relevant public governing body has indicated the importance of the project to the community.
2. Public Facility Projects need to enhance the quality of life to the community aesthetically or through the provision of facilities which may not otherwise be available. Types of envisioned projects include:
 - a. Playground equipment in parks open to public
 - b. Street or crosswalk pavers
 - c. Enhancements to parks, including irrigation systems
 - d. Purchase of capital equipment for public library
 - e. Landscaping enhancements
 - f. Improvements to the Railroad Depot
3. Public Facility Improvement projects should be for facilities with a projected useful life of at least five (5) years.
4. Grants may be provided for planning activities which identify and support public facilities which provide community enhancement. Envisioned planning activities include parks master plans, downtown pedestrian and traffic plans, and other similar activities.

7. **Grant Awards:** In deciding to deny or award grant amounts, the City will generally consider the amount of the available funding, the number of people who will be benefited by the proposed project, and the proposed project's consistency with established directions of the City. The Ontario City Council's decision to fund, partially fund or not fund proposed projects will be final.

PASSED AND ADOPTED by the Common Council of the City of Ontario this 16 day of November, 2000 by the following vote:

AYES: Gaskill, Simko, Mollahan, Cammack, Bertram, Lawson, Jacobs

NAYS: None

ABSENT: None

APPROVED by the Mayor this 16 day of November, 2000.

ATTEST:


LeRoy Cammack, Mayor


Tori Ankrum, City Recorder

RESOLUTION #2004-140

A RESOLUTION REVISING THE CITY OF ONTARIO BUSINESS LOAN FUND AND
ACCOMPANYING CRITERIA AND PROCEDURES

- WHEREAS,** The City of Ontario adopted Resolution No. 87-103, establishing the City of Ontario Business Loan Fund and Loan Allocation Procedures;
- WHEREAS,** Resolution No. 00-128 revised the Business Loan Fund and Loan Allocation Procedures to increase the availability of low interest loans for the economic improvement and enhancement of the community; and
- WHEREAS,** Language related to the purpose of the revised Business Loan Fund program, as adopted with Resolution No. 00-128, has created confusion as to eligibility requirements related to business existing outside the City's Urban Growth Boundary; and
- WHEREAS,** The City Council desires to clarify the intent of the Business Loan Fund and amend the language appropriately.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council:

1. Except as otherwise specified, all language from previous Resolutions shall remain in full force and effect.
2. It is the intent of the City Council that the Business Loan Fund is to be used to fund business projects, in any location, where it can be shown that the community within the Urban Growth Boundary benefits, either directly or indirectly.
3. Section 1 of Resolution No. 00-128 shall be amended as follows:

***Purpose:** The purpose of the City of Ontario Business Loan Fund is to finance projects, located inside or outside the Ontario Urban Growth Boundary, which provide the following benefits within the Urban Growth Boundary: economic and community development, job creation and/or retention, or enhanced aesthetic appeal of property.*

PASSED AND ADOPTED by the Ontario City Council this 16 day of August 2004, by the following vote:

Ayes: Allen, Gaskill, Cheatham, Hytrek, Jacobs

Nays: None

Absent: Cammack

Abstain: Phillips

APPROVED by the Mayor this 16 day of August, 2004.


LeRoy Cammack, Mayor

Attest:


Tori Ankrum, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2733-2017: AMEND ONTARIO MUNICIPAL CODE 7-1; ADD 7-1A
FINAL READING**

DATE: December 15, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE 2733-2017, AN ORDINANCE AMENDING SECTIONS OF CHAPTER 1 OF TITLE 7 OF THE ONTARIO CITY CODE CONCERNING PUBLIC NUISANCES, AND ADDING A NEW CHAPTER 2A TO TITLE 7 IDENTIFYING DERELICT BUILDINGS AS PUBLIC NUISANCES, ON SECOND AND FINAL READING BY TITLE ONLY.

SUMMARY:

The current process of enforcing ordinance violations includes the city abating properties and then billing property owners. This process has been found to be ineffective as many property owners fail to pay the fees. This results in loss of city funds, as well as lack of accountability for property owners that are out of compliance. The City Council directed police department staff to investigate civil penalty options.

BACKGROUND:

After a staff site visit to the City of Salem, who currently has a successful civil penalty process, a draft civil penalty process was presented to the City Council. On October 17, 2017, the Council adopted Ordinance #2730-2017. The attached proposed ordinance, #2733-2017, contains additional suggestions to add/amend to the Ontario City Code.

Council passed Ordinance #2733-2017 on First Reading at their December 7, 2017 meeting.

CURRENT SITUATION:

The City Council previously approved to amend the Ontario City Code to establish a civil penalty process, through Ordinance #2730-2017. The proposed ordinance now being presented to the City Council for review, if approved, would amend/add to the Ontario City Code regarding public nuisances and derelict buildings, aligning with the established civil penalties process.

ANALYSIS:

- A. **FINANCIAL** The City Council previously addressed the need for the city to hire a part-time hearing officer. If approved, Ordinance #2733-2017 would not have any additional known financial impacts. It is anticipated that a civil penalties system will encourage more voluntary compliance, which will lessen the amount of funds the city spends on abatements, as well as create a more efficient process to collect unpaid fees.
- B. **TIMING** The City Council has requested that the police department bring forward a civil penalties proposal to them as soon as possible.
- C. **POLICY/LEGAL** Amending the city law can only be done by ordinance. Efficiency is one of the city's core values. This will improve the ability to encourage voluntary compliance of the city's ordinances, as well as collect assessed fines for those in non-compliance.

ALTERNATIVES:

- 1. Take No Action
- 1. Without action, the current Ontario City Code will remain in effect.

RECOMMENDATION:

Staff recommends approval of Ordinance #2733-2017 on Final Reading.

ATTACHMENTS:

- 1. Ordinance #2733-2017



ORDINANCE 2733-2017

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 1 OF TITLE 7 OF THE ONTARIO CITY CODE CONCERNING PUBLIC NUISANCES; AMENDING SECTIONS OF CHAPTER 1 OF TITLE 1 CONCERNING NUISANCE ABATEMENT PROCEDURE; AND ADDING A NEW CHAPTER 2A TO TITLE 7 IDENTIFYING DERELICT BUILDINGS AS PUBLIC NUISANCES

- WHEREAS,** The City police chief and ordinance enforcement officer have conducted a comprehensive review of Municipal Code provisions identifying public nuisances and the City's nuisance abatement procedure, and have recommended changes to Chapter 1 of Title 7 and Chapter 15 of Title 1; and
- WHEREAS,** The Police Department recommends that the Municipal Code include a new Chapter dealing with derelict buildings to identify structures that may not qualify as dangerous buildings under the Municipal Code but that are in disrepair, unsightly and qualify as public nuisances; and
- WHEREAS,** The City Council finds that the proposed changes will allow the City ordinance officers to cite offenders for nuisance conditions that are not currently identified in the Municipal Code, will help improve the appearance of the City and reduce blight, and will improve the City's notice abatement procedure.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. Section 7-1-2 of Chapter 1 of Title 7 is hereby amended by amending the specific subsections identified hereinafter by deleting those portions that are stricken and by adding those portions that are underlined. If a specific subsection of Section 7-1-2 is not identified, that subsection is not amended.

7-1-2 Nuisances Enumerated

(M) Noxious Weeds. Any of the following noxious weeds:

- (a) Puncturevine (*Tribulus terrestris*);
- (b) Kochia (*Kochia scoparia*);
- (c) Russian thistle (*Salsola kalil* aka tumbleweed;
- (d) Prickly lettuce (*Lactuca serriola*) aka Chinese lettuce;
- (e) Field bindweed (*Convolvulus arvensis*) aka morning glory;
- (f) Hoary cress (*Lepidium draba*) aka white top;
- (g) Scotch thistle (*Onopordum acanthium*);
- (h) Canada thistle (*Cirsium arvense*);

- (i) Rush Skeleton weed, (Chondrilla juncea);
- (j) Purple Loosestrife, (Lythrum Salicaria); and
- (k) Yellow Starthistle, (Centaurea Solstitialis L); and
- (l) Common dandelion (Taraxacum officinale).

The City Council may modify or expand the list of noxious weeds by resolution of the Council.

~~(O) Storage of Junk. The storage of used building supplies, scrap, junk, used furniture, used plumbing supplies or fixtures, used electrical supplies, fixtures or appliances unless they are placed so as not to be exposed to view from a public way.~~

(O) Outside Storage of Personal Property.

(1) Unless otherwise specifically allowed by law, no person shall store items of personal property out-of-doors, or outside a building or structure that is not fully enclosed. Prohibited items include, but are not limited to, the following: firewood that does not comply with subsection (2)(a); construction material or lumber that does not comply with subsection (2)(b); used building, plumbing, and electrical supplies; scrap; junk; used indoor furniture; used fixtures; and appliances.

(2) Notwithstanding subsection (1) of this section, the following items of personal property may be stored outside of a building or structure:

(a) Firewood that is stacked and useable. "Useable" firewood has more wood than rot and is cut to lengths that will fit a lawful fireplace or wood stove on the premises;

(b) Construction material, if the construction material is temporarily stored in a manner to protect its utility and to prevent its deterioration and the construction material is to be used for construction on the premises;

(c) All other items of personal property which are of a type, condition or quantity consistent with normal and intended use. By way of illustration, but not limitation, as used in this section, items of personal property include barbeque grills, lawn furniture, solid waste disposal receptacles and recycling receptacles.

~~(P) Storage of Motor Vehicles or Parts. The storage of a used motor vehicle or portion thereof without a license plate or with an expired license plate unless the vehicle is placed so as not to be exposed to view from a public way.~~

(P) Junk.

(1) No person shall deposit or keep junk within a public right of way, or out-of-doors on any premises within the city, or in a building or structure that is not fully enclosed.

(2) Notwithstanding subsection (1) of this section, the following junk may be deposited or kept out-of-doors on premises within the city:

(a) Any wrecked, neglected or derelict motor vehicle, or parts thereof, kept in a motor vehicle wrecking business licensed by the city.

(b) Any derelict or neglected motor vehicle displayed by a business offering new and used motor vehicles for sale.

(c) Recyclable solid waste that has been source separated for collection by a recycling service.

(d) Recyclable materials or source separated solid waste kept at a scrap and waste material establishment, operating in compliance with all applicable laws

and where the materials or solid waste are enclosed by a sight obscuring fence in conformance with Ontario Municipal Code or in a receptacle.

(e) Any waste tire kept for storage, collection, transportation, or disposal by a person licensed for that purpose by the State of Oregon.

Section 2. Section 7-1-4 is hereby amended by deleting those portions which are stricken and adding those portions that are underlined.

7-1-4 Abatement procedure

(A) Notice to Abate. Initiation of Abatement Procedure

~~1. For an initial violation of the nuisance provisions of the City Code, the City Manager or the City Manager's designee shall cause a written notice to be served either personally on the property owner or the person responsible, or by registered or certified mail to the address of the property owner noted in the Malheur County Tax Assessor's office for tax notices to be sent or through a property title search. If the property has an occupied structure on it, notice may also be posted on the property. For service by mail, service shall be complete upon deposit in the mail. Notice shall be deemed sufficient if it complies with the procedure set forth herein, whether or not the property owner or person responsible receives actual notice. 2. Second or subsequent violations from the date of the initial notice and by the same person responsible, shall be subject to an assessment of an administrative fee, regardless if the second or subsequent violations are corrected. 3. The initial notice to abate shall contain: (a) A description of the real property, by street address or otherwise, on which the nuisance exists. (b) A direction to abate the nuisance within five (5) days for occupied properties and ten (10) days for unoccupied properties from the date of the notice. (c) A description of the nuisance, a citation to the section(s) of the City Code which are violated, and a description of the corrective action required. (d) A statement that unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible and assessed as a lien on the property. (e) A statement that failure to abate a nuisance may result in a fine. (f) A statement that the person responsible may appeal from the notice to abate by giving notice to the City Manager or his designee within ten (10) days from the date of the notice. (g) A statement that the City will assess an administrative fee upon a second or subsequent notice, regardless if the second or subsequent violations are corrected. 4. Upon completion of service of an abatement notice as provided herein, the persons serving the notice shall execute and file certificates stating the date and place of service. The procedure to initiate a nuisance abatement shall be as set forth in Sections 1-15-9 and 1-15-10 of Title 1, Chapter 15.~~

(B) Abatement by Person Responsible.

~~1. Within the time allowed, the person responsible shall remove the nuisance or show that no nuisance exists, or deliver a written notice of appeal to the City Manager or file an appeal under Section 1-15-11 of Title 1, Chapter 15 for a hearing to be conducted by a hearings officer under Title 1, Chapter 15. A written notice of appeal shall specify the basis for the appeal. Prior to the hearing, The the City Manager or Designee, will make good faith attempts to mediate the appeal. If unresolved, the appeal will go before a Hearings Officer. 2. A Hearings Officer appointed by the City of Ontario shall conduct a hearing on the appeal of the abatement notice at which the City's designee and the~~

~~appellant may call witnesses and present evidence. The City shall have the burden of proof to demonstrate that a violation has occurred and that the required corrective action is reasonable. The Hearings Officer shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions. If the Hearings Officer affirms the City's decisions, the appellant shall pay the City's costs for the appeal, including the cost of the Hearings Officer for conducting the hearing.~~

(C) Abatement by City.

1. If after the time allowed, the nuisance has not been abated by the person responsible, the City may cause the nuisance to be abated and may make efforts toward the elimination or ease of future abatements by such means as spraying, debris removal and leveling of land.
2. The officer charged with abatement of the nuisance shall have the right, at reasonable times, to enter into or upon property, in accordance with law, to investigate or cause the removal of a nuisance.
3. The City Manager or his designee shall keep an accurate record of the expense incurred by the City in physically abating the nuisance, including incidental expenses set forth in subsection (E) below.

(D) Joint Responsibility. If more than one person is responsible, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the City in abating the nuisance.

(E) Assessment of Costs.

1. The cost, including incidental expenses, of correcting the violation or to send second or subsequent violation notices shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the City of Ontario within ten (10) calendar days of the bill being issued. A minimum administrative fee of not less than one hundred dollars (\$100.00) shall be imposed for each abatement notice issued. The City Council may, by resolution, change the minimum fee from time to time. The term "incidental expense" shall include, but not be limited to personnel costs, both direct and indirect; attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the City in preparing notices, title searches, specifications and contracts, and in accomplishing and/or contracting and inspecting the work, and the costs of any required printing and mailing. The City Manager or his designee, by registered or certified mail, postage prepaid, shall forward to the person responsible a notice stating:

- (a) The total cost of abatement, if applicable, including incidental expenses.
- (b) The total cost of administrative fees for abatement or second or subsequent violation notices.

(c) That the cost as indicated will be either referred to collection or be assessed to and become a lien against the property unless paid within thirty (30) days from the date of the notice.

(d) That if the person, responsible objects to the cost of the abatement as indicated, he may file a notice of objection with the City Manager or his designee not more than ten (10) days from the date of the notice. Objections shall be heard by the City Manager or Designee and shall be limited to the question of whether the amount of the abatement assessment is reasonable.

2. If the costs of the abatement are not paid within thirty (30) days from the date of the notice or thirty (30) days from the date of the City Manager or Designee's decision on objections, the City may cause the assessment to be filed as a lien in the Malheur County Deed records against the property of any property owner who was served with the initial notice of abatement pursuant to Section 7-1-4(A)1. set forth above.

3. The lien shall be enforced in the same manner as liens for street improvements and shall bear interest at the rate of six percent (6%) per annum, or at such other rate as may be fixed by resolution of the City Council. The interest shall commence thirty (30) days from the date of the notice.

4. An error in the name of the person responsible or property owner shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

5. In lieu of a lien against the property, the city may refer the account to collections once the account is more than sixty (60) days past due. In addition, a late fee set by Fee Resolution to offset the administrative expenses incurred due to the late payment, shall be due and owing on any payment received after the due date and in coordination with the completion of the payment processing grace period.

(F) Separate Violations. The requirements to abate a nuisance are not a penalty for violating the Code but are an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance. Abatement by the person responsible of a nuisance within the allowed time of the date of notice to abate, or within ten (10) days of the determination by the City Manager, Designee, or Hearings Officer upon an appeal therefrom, will excuse the person responsible from the imposition of any ~~fine~~ civil penalty.

(G) Summary Abatement. The procedure provided by subsections (A) through (F) is not exclusive but is in addition to procedure provided by other law and the City Manager, or other officer delegated responsibilities therefor, may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life, health or property.

Section 3. Section 7-1-7 of Title 7, Chapter 1, is amended by deleting that portion that is stricken and by adding that portion that is underlined.

7-1-7 Civil Penalty

~~Except where penalty provisions have been provided otherwise in this Chapter, any person violating any provision of this Chapter commits a Class D civil violation. Any person violating any provision of this Chapter shall be subject to the civil penalty provided in Title 1, Chapter 15, Sections 1-15-14 and 1-15-15.~~

Section 4. The following Chapter 2A, entitled “Derelict Structures”, is added to Title 7 of the Ontario Municipal Code.

DERELICT STRUCTURES

7-2A-1 Derelict Structures As Nuisance. Derelict structures are declared to be a public nuisance, subject to the abatement procedures provided in Municipal Code Sections 7-1-4, 7-1-5 and Chapter 15 of Title 1.

7-2A-2 Definitions.

CITY MANAGER includes the City Manager’s designee.

DERELICT STRUCTURE means a building or structure that is unfit for human habitation, or poses an incipient hazard, or is detrimental to public health, safety or welfare, as a result of one or more of the following conditions:

- (A) Is unoccupied and unsecured;
- (B) Is partially constructed;
- (C) Is an abandoned structure or attractive nuisance;
- (D) Is in condition of deterioration;
- (E) Has an infestation of pests;
- (F) Has doors or windows boarded over, or;
- (G) Other condition that in the opinion of the City Manager is detrimental to public health, safety or welfare.

OWNER means the person recorded in the official records of the state, county or city as holding title to premises, and that person’s agent; any person who has purchased or otherwise acquired a premises but whose ownership is not yet reflected in the official records of the state, county or city; a trustee, executor, administrator, guardian or mortgagee in possession and having control of the premises; a person who has care and control of a premises in the case of the absence or disability of the person holding title thereto; a lessee or tenant in possession.

7-2A-3 Order to Vacate. If the City Manager finds a building or structure in violation of Section 7-2A-1, the City Manager shall issue a Notice to Abate in accordance with Section 1-15-9. The City Manager may also order that a placard be posted on the building or structure, ordering the building or structure vacated, and to order the owner to register the building or structure as provided in Section 7-2A-7. The placard shall contain the information required for abatement notices under Section 1-15-9. Service of the Order to Abate shall be in accordance with Section 1-15-10. Persons performing active work to abate a violation are exempt from a vacation order while working at a premises subject to a vacation order.

7-2A-4 Prohibited Habitation. No owner shall maintain a structure as a derelict structure within the city. No person shall inhabit a derelict structure, nor allow any other person to inhabit a derelict structure, or a building or structure ordered vacated by the City Manager.

7-2A-5 Removal of Placard Prohibited. The City Manager shall remove a placard whenever the conditions that resulted in the order to vacate the building or structure have been eliminated. No person shall deface or remove a placard without the approval of the City Manager.

7-2A-6 Temporary Safeguards. Notwithstanding any other provisions of this Chapter, whenever, as determined by the City Manager, a building or structure qualifies as a dangerous building as defined in City Code Section 4-5-7A(B), the City Manager may order such temporary remedial procedures as are authorized in Chapter 5 of Title 4 pertaining to dangerous buildings.

7-2A-7 Derelict Structure Registration. If the City Manager determines that a building or structure is a derelict structure, the owner shall be required to register the building or structure within ten (10) days of the City Manager's issuance of an order to register. Registration shall be made on forms provided by the City Manager, and shall include information relating to the location and ownership of the building or structure, the expected period of its vacancy, a plan for regular maintenance during the period of vacancy, and a plan for its re-occupancy and use, or its remediation or demolition. Any change in the information required to be provided pursuant to this section shall be given to the City Manager not more than thirty days of the date of such change. When all conditions making the building or structure a derelict structure have been corrected, the owner shall contact the City Manager and request an inspection to determine compliance.

7-2A-8 Derelict Structure Fees.

(A) Every owner who, after receipt of an order under Section 7-2A-3, fails to register the building or structure within the required time set forth in the order, or registers the building or structure but allows the building or structure to remain in a derelict condition, shall pay a monthly derelict structure fee of \$ _____. Payment of the fee is due on the fifteenth day of each month. Any payment of the fee that is more than thirty days past due may be considered delinquent and subject to a penalty of \$ _____ for every delinquent monthly payment. The derelict structure fee and penalty fee for delinquent payment may be amended from time to time by City Council resolution.

(B) In the event that the fees due under this section are delinquent for more than ninety days, or in the event the owner fails to register the building or structure as required by Section 7-2A-7, the City Attorney, on request of the City Manager, may file an action in the circuit court of Malheur County for the recovery of any and all delinquent fees and penalties due under this section, which shall be the total yearly fees plus all delinquent penalties.

(C) All fees imposed under this section are to be paid prior to the issuance of any permit required for the demolition, alteration or repair of the derelict building or structure.

(D) In addition to any other remedies available to the City, the City has the authority to collect unpaid derelict structure fees, and any unpaid late fees, by filing a lien for the entire amount against the real property.

7-2A-9 Civil Penalty. Any person violating any provision of this Chapter shall be subject to the civil penalty provided in Title 1, Chapter 15, Sections 1-15-14 and 1-15-15.

7-2A-10 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall continue in full force and effect, and to this end the provisions of this chapter are hereby declared to be severable.

Section 4. Sections 1-15-9, 1-15-10, 1-15-15 and 1-15-16 in Title 1, Chapter 15, are amended by deleting those portions that are stricken and by adding those portions that are underlined.

1-15-9. Initiation of Enforcement Proceedings.

(a) Proceeding for enforcement of the Code, including abatement of nuisances and enforcement of land use regulations, shall be initiated by the issuance of an abatement notice.

(b) Prior to issuing an abatement notice, the enforcement officer may pursue such attempts as are reasonable in light of the circumstances to secure voluntary correction of the violation. If the attempts to secure voluntary correction are unsuccessful, the enforcement officer may issue an abatement notice, which shall give not less than ten business days to correct the violation.

(c) Notwithstanding subsection (b) of this section, the enforcement officer may issue an abatement notice without having made attempts to secure voluntary correction where the violation poses an imminent threat to public health, safety, or welfare; was knowing and intentional; or was a repeat of a similar violation. If an order is issued pursuant to this subsection, the order shall set forth a time certain within which correction of the violation must be completed, which may be as soon as is practicable under the circumstances. For nuisance abatements, the nuisance shall be corrected within ten (10) days from the date of delivery of the notice unless the nuisance is not capable of being corrected in ten days, in which case the correction date shall be within a reasonable time. If the abatement notice is served by first class mail under Section 1-15-10, the correction date shall be extended three (3) additional days.

(d) An abatement notice shall contain:

- (1) Reference to the particular Code provision that is alleged to have been violated;
- (2) A short and plain statement of the matters asserted or charged, including, if applicable, a description of the real property, by street address or otherwise sufficient for identification, on which the nuisance exists ;
- (3) ~~A statement of the action required to remedy the violation~~ If a correction order is issued, a description of the corrective actions required;
- (4) The date on which the abatement notice was issued and the date and time by which the violation must be corrected;
- (5) If a civil penalty is authorized, a statement that a civil penalty may be, or has been, assessed, and the maximum amount of the penalty per day;
- (6) A statement of the right to appeal the abatement notice to the hearings officer;
- (7) A short and plain statement of the appeal procedure; and
- (8) A statement that if a notice of appeal is not filed within the time allowed, the person will have waived the right to review of the abatement notice.

(e) Any abatement notice issued in substantial compliance with subsection (d) of this section shall be valid from and after the date the order is issued.

(f) Second or subsequent nuisance violations by the same person shall be subject to an assessment of an administrative fee, regardless if the second or subsequent violations are corrected. If the same real property has had two or more abatement notices in a single calendar year, the City may assess a civil penalty immediately under Section 1-15-14 and serve the notice of civil penalty with the abatement notice.

1-15-10. Delivery of Abatement notice. The abatement notice shall be personally delivered. to the person. ~~If personal delivery cannot be completed within a reasonable time, the abatement notice shall be sent to the person's last known address by first class mail; and, in the case of a nuisance abatement, the notice shall also be posted on the real property on which the nuisance occurred if it has an occupied structure on it. and, in the case of nuisance abatement, by any one of the following: certified or registered mail, return receipt requested, or express mail, addressed to the person's last known residence or business address. Refusal to accept the registered or certified mail shall not be deemed to, and shall not, render the notice invalid.~~

1-15-15. Criteria for Imposition of Civil Penalty. The notice of civil penalty shall set forth the amount of the penalty, which, unless otherwise specifically provided in the Code, shall not exceed \$2,000.00 per day. The maximum penalty made by amended from time to time by resolution of the City Council. The amount of the civil penalty shall be based on consideration of the following criteria:

- (a) The gravity and magnitude of the violation;
- ~~(b) Whether the violation was the result of events or circumstances not reasonably within the person's control, or whether the violation was the result of the person's negligent, knowing or intentional acts;~~
- ~~(c) The person's cooperativeness in correcting the violation;~~
- ~~(d) (b) Whether the person has taken all feasible steps, or adopted necessary or appropriate procedures, to prevent future violations; and~~
- ~~(e) (c) Any prior violations of the same or related provisions of the Code.~~

1-15-16. Notice.

(a) Notice of civil penalty shall be personally delivered to the person, or sent to the person by first class mail. Any notice served by mail shall be deemed received three business days after the date mailed ~~if to an address within the State of Oregon, and seven business days after the date mailed if to an address outside the State of Oregon.~~

(b) A notice of civil penalty shall include:

- (1) A statement of the amount of the penalty, and the reasons therefor, based upon the criteria set forth in Section 1-15-15;
- (2) The date on which the abatement notice was issued and the date by which correction was to be made as provided in Section 1-15-9, ~~or, if the penalty is imposed pursuant to Section 1-15-14, a short and plain statement of the basis for concluding that the violation was knowing, intentional, repeated, or objectively impossible to remedy;~~
- (3) A statement of the party's right to appeal the civil penalty to the hearings officer;
- (4) A short and plain statement of the appeal procedure; and

(5) A statement that if a notice of appeal is not filed within the time allowed, the person will have waived the right to review of the imposition or amount of the civil penalty.

Section 5. Effective Date. This ordinance shall take effect 30 days after passage.

AYES:

NAYS:

EXCUSED:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2017.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: FRAZIER AVIATION, LLC: TEMPORARY LAND LEASE

DATE: November 29, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE TEMPORARY LAND LEASE AGREEMENT WITH FRAZIER AVIATION, LLC.

SUMMARY:

Frazier Aviation LLC is applying for a temporary land lease at the airport for a modular building to provide additional space at the FBO.

BACKGROUND:

There has been a great deal of research done over the last 8 months due to the fact that the airport has not had a temporary land lease on the non airport operations side of the airport in the past.

CURRENT SITUATION:

The modular that has been in place since May is waiting for a land lease agreement with the city in order to move forward on the FBO expansion.

ANALYSIS:

- A. **FINANCIAL** The additional lease will provide additional revenue for the city.
- B. **TIMING** The modular has been sitting idle for approximately 8 months while the details of the land lease have been worked out.
- C. **POLICY/LEGAL** The two year temporary land lease has been approved by the cities attorney and the cities airport manager. It meets the requirements of the applicable policies.

ALTERNATIVES:

The city council could choose to not approve the lease.

RECOMMENDATION:

Staff recommends that the temporary land lease for Frazer Aviation LLC be approved.

ATTACHMENTS:

1. Ground Lease Agreement Sample
2. Frazier Ground Lease Ex A - Map
3. Frazier Ground Lease Insurance Document
4. Proposed Aviation Meeting Rooms
5. Frazier Ground Lease FBO Office & Storage
6. Frazier Aviation Nyssa School Dist Modular Bldg Moved



LEASE AGREEMENT Ground Lease

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Frazier Aviation, LLC**, an Oregon limited liability company, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property consisting of bare ground at the Ontario Municipal Airport.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord leases to Tenant and Tenant leases from Landlord the real property ("the Property") described in Exhibit "A," attached hereto and by this reference incorporated herein, plus the common areas of the Airport available to Tenant and others on a nonexclusive basis for a period of **TWO (2) years**, commencing on _____, **2017**. Any extension of the lease beyond that term must be set forth in a writing signed by both parties.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **NINE CENTS (9¢)** cents per square foot of the Property, subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter in paragraph 3. The parties hereto covenant and agree that the total area of the Property is _____ **square feet** for the purposes of determining the annual rent herein. The annual rental amount of \$ _____ shall be paid on or before the **15th day of August each year and is payable each year in advance**.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year.
- 4) The Property shall be used solely for the following purposes: for parking, for the installation of a modular building at Tenant's expense, and for storage
- 5) Any construction of a modular building or other improvements on the Property shall be completed solely with Tenant's labor and at Tenant's expense. Any construction or improvements made on the Property by Tenant must be approved in writing by Landlord prior to commencement of either, and must be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant

state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. It is mutually understood and agreed between the parties hereto that the designated Airport Authority of the City of Ontario shall have the right to inspect the premises periodically. In the event the Airport Authority of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense not later than 30 days after receiving notice from the City, unless the Landlord agrees to an extension beyond 30 days.

7) The Tenant shall not use the Property for any purposes other than those authorized herein without the written consent of the Landlord.

8) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.

9) The Landlord reserves the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all public facilities of the airport.

10) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

11) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to Property and shall keep the Property free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

12) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

13) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein,

and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the Landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the Landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the Tenant shall be responsible for such coverage as specified above. In the event the Landlord provides said insurance, Landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting Tenant. The purpose of said insurance is solely for the protection of Landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to Landlord.

Should the Landlord be required to pay additional or increased rates, the Landlord shall have a right to surcharge the Tenant in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the Landlord.

14) No part of the Property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

15) The following shall be events of default:

a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.

b) Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the

one then exercising the rights of Tenant under the lease.

16) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 15(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

17) If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default.

18) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the Landlord. Landlord may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.

19) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

20) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

21) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

22) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
 444 SW 4th Street
 Ontario, Oregon 97914

To Tenant: Frazier Aviation, LLC
 581 SW 33RD Street
 Ontario, OR 97914

or to such other address as may be specified from time to time by either of the parties in writing.

23) Subject to the above-stated limitation on transfer of Tenant's interest, this lease shall be

binding upon and inure to the benefit of the parties, their respective successors and assigns.

24) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to perform Tenant's obligation after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

25) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

26) IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

LANDLORD:
CITY OF OREGON, OREGON
By:

ATTEST

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

TENANT:
FRAZIER AVIATION, LLC
By:

Tommy Frazier, Member

EXHIBIT "A"



November 2, 2017

Frazier Aviation LLC
581 SW 33rd St
Ontario, OR 97914

RE: Policy # 02-LX-086480854-5
Effective Date: 04/03/17
Insurance Company: Preferred Aviation Underwriters

Dear Tom,

This is to confirm we have added building #4 to your property policy. The Modular Office Building is insured for \$76,000., with a \$1,000 deductible.

Once we receive the endorsement and the invoice from the company we will send you the billing.

Let me know if you have any questions.

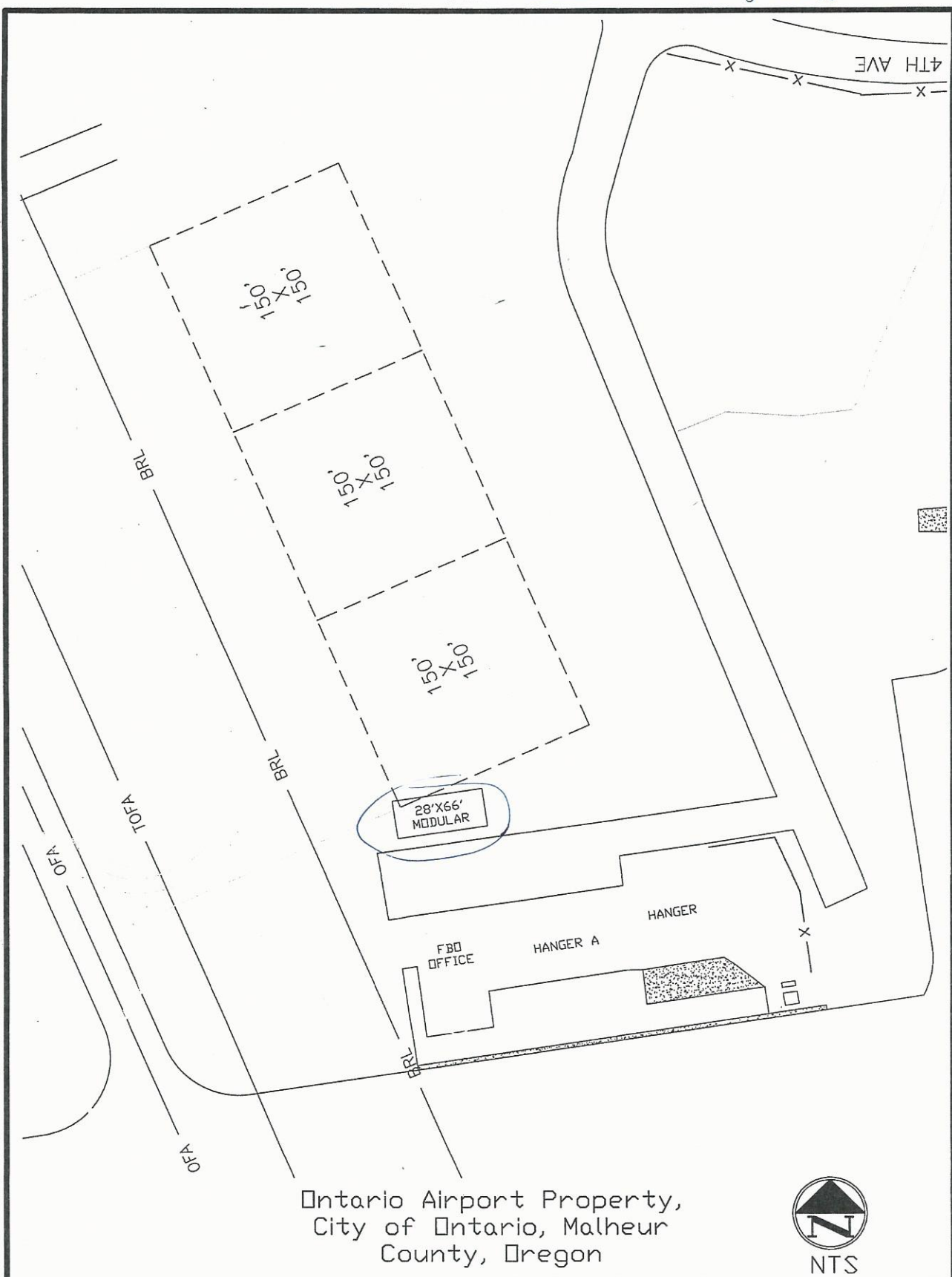
Sincerely,

A handwritten signature in cursive script that reads "Nancy M. Schreiber".

Nancy Schreiber

Exhibit A 7

PROPOSED AVIATION SCHOOL *meeting rooms*



Ontario Airport Property,
City of Ontario, Malheur
County, Oregon



FBO
Ontario Airport

26- STALLS
24- STALLS
17- STALLS
100 STALLS
HANGER A
HANGER B
FUEL TOWER
FBO OFFICE
MODULAR
28'X66'

1.848 SQ.FT.
BUILDINGS AREA:
4.058 SQ. FT.
LAND AREA:
TOTAL LEASE AREA: 5,906

PARKING REQUIREMENTS:
EXISTING BUILDINGS: 30
NEW FBO BUILDING: 6
TOTAL USED: 36

AVAILABLE: 77+ (3240A)

Ontario Airport Property,
City of Ontario, Malheur
County, Oregon

NEW FBO LEASE:
BUILDINGS AREA:
LAND AREA:
TOTAL LEASE AREA:
PARKING REQUIREMENTS:
EXISTING BUILDINGS:
NEW FBO BUILDING:
TOTAL USED:
AVAILABLE:

1,848	SQ. FT.
4,058	SQ. FT.
5,906	FT.
30	
6	
36	
77+	(32 ADA)

AVAILABLE: 77+ (3-ADA)

Ontario Airport Property,
City of Ontario, Malheur
County, Oregon

Nyssa Public Schools
A Community Committed to Student Success

804 Adrian Blvd. School District #26
Nyssa, Oregon 97913-3689

Phone: 541-372-2275
FAX: 541-372-2204

JANA IVERSON, Superintendent
RYAN HAWKINS, Director of District Operations
HECTOR MARTINEZ, HS VP and Athletic Director

Principals: MALCOM MCRAE, High School
LUKE CLEAVER, Middle School
MATT MURRAY, Elementary School

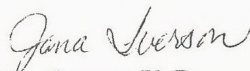
November 28, 2017

To: City of Ontario
Re: Modular Classroom Unit

This letter is sent to notify you that Nyssa School District transferred ownership of a classroom modular to Frazier Aviation last summer. The District gave the modular to Frazier Aviation with the only requirement or compensation being that the company would remove the unit from school district property at no expense to Nyssa School District.

The modular unit was moved last summer. Please contact me if you have further questions.

Sincerely,



Jana Iverson, Ph.D.
Superintendent
Nyssa School District



**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: ADOPTION OF AIRPORT STANDARD MANUAL OF RULES AND REGULATIONS

DATE: November 29, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT THE PROPOSED STANDARD MANUAL OF AIRPORT RULES AND REGULATIONS, ADOPTED DECEMBER, 2017, BY THE ONTARIO AIRPORT BOARD.

SUMMARY:

The Airport Manager, with the support of the Airport Committee, is seeking the approval of the City Council in adoption of the "City of Ontario Municipal Airport Authority Standard Manual of Airport Rules and Regulations".

BACKGROUND:

The Airport Committee has been trying to resolve airport issues without success due to a lack of official rules and regulations on the field that are specifically for Ontario's airport. This manual has been reviewed, revised, and approved by the Airport Committee to fit the Ontario Municipal airport.

CURRENT SITUATION:

After many months of discussions and revisions, the Airport Committee unanimously approved the proposed Airport Manual for adoption by the City Council, knowing that necessary changes may be needed over time as the airport grows and changes. Seeing the need to have this document in place for safety reasons, and well as providing order and consistency at the airport, the Airport Committee made this a top priority.

ANALYSIS:

- A. **FINANCIAL** There is no financial impact to the city.
- B. **TIMING** The timing is important as this document is long overdue. Most all other airports have an Operational Manual in place. This Manual gives the Airport Manager

and the city the authority needed to implement best practices that are consistent with safe operations.

- C. **POLICY/LEGAL** By policy, it is the cities responsibility to provide a manual for the Ontario Municipal Airport.

ALTERNATIVES:

The City Council could elect not to adopt the Manual.

RECOMMENDATION:

Staff recommends that the City Council adopt the "City of Ontario Municipal Airport Authority Standard Manual of Airport Rules and Regulations" as attached.

ATTACHMENTS:

1. Airport Manual



City of Ontario

Municipal Airport Authority

Standard Manual of Airport Rules and Regulations



City of Ontario Municipal Airport Authority

Standard Manual of Airport Rules and Regulations

For the:

Ontario Municipal Airport – City of Ontario, Malheur County, Oregon

Adopted: December 2017

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SECTION 1 – DEFINITIONS

Unless specifically defined otherwise, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

The Ontario Municipal Airport is operated by the City of Ontario.

1. Aircraft – “Aircraft” shall mean a manned machine or device, such as an airplane, helicopter, glider, or dirigible, which is capable of atmospheric and navigational flight.
2. Airport – Shall mean all property and improvements within the boundary lines of any airport operated or controlled by the City of Ontario Airport Authority, except when otherwise noted.
3. Airport Authority – The City of Ontario Airport Authority here and after as the “Authority” and also referred to as the “Owner” of the municipal ramp and shall consist of the City of Ontario Council and City Manager.
4. Airport Manager – Means the chief executive officer for the Authority, who under administrative direction of the Authority, manages the operation, maintenance and development of the municipal Airport and performs other duties as assigned.
5. Airport Operations Area (AOA) – The area of the airport used for landing, take-off, or surface manoeuvring of aircraft, including the areas around hangars, navigation equipment, and communication facilities.
6. Apron or Ramp – The areas of the airport within the Airport Operations Area (AOA), equipped for loading, unloading, servicing, or parking of aircraft.
7. Authorized Area – A specific location, approved by the Authority, accessible only to specific authorized personnel.
8. Authorized Representative/Employee – An individual or individual(s) designated by the Airport Manager.
9. Cargo – Any property carried onto an aircraft, other than mail and baggage.
10. Commercial - An individual who, for compensation or hire, engages in air commerce, the carriage by aircraft of persons or cargo, other than as an air carrier or foreign air carrier or under the authority given by an administrator. Where it is doubtful that an operation is for “compensation or hire,” the test is whether the carriage by air is merely incidental to the person’s other business or is, in itself, a major enterprise for profit.
11. FAA – Federal Aviation Administration
12. Fixed Based Operator – Any person who shall have entered into a written agreement with the Authority for the use of any business located on the airport that provides services such as hangar space, fuel, flight training, repair, and maintenance to airport users, or any person or firm hired directly by the City of Ontario Municipal Airport Authority to act as a FBO.
13. Flammable Liquids – Any liquid substance that is combustible and can burn or cause a flame.
14. Instructor – Any individual giving or offering to give instruction in the operation, construction, repair or maintenance of aircraft.

15. Motor Vehicle – A self-propelled contrivance designed for the carriage of persons or things from point-to-point.
16. Non-Operating Aircraft – Any aircraft located on an airport which does not possess a current certificate of air worthiness issued by the Federal Aviation Administration, and is not actively being repaired to become an operating aircraft.
17. Person – Any individual, partnership, firm, corporation, company, or duly authorized representatives thereof.
18. Ramp – A particular area on a land airport, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling and parking.
19. Regional Airport – Shall mean all aircraft movement areas which are accessible to civil aircraft under the existing Coast Guard Joint Use Agreement.
20. Restricted Area – Any area of the airport designated to prohibit or limit access to only those persons authorized by the Airport Manager.
21. Refueling Trucks – Means any motor vehicle used for the transporting, handling, or dispensing of aviation fuel, oils, and lubricants.
22. Rules and Regulations – Shall mean these Rules and Regulations of the Authority, adopted by the Authority, and may be amended from time-to-time by the Authority.
23. Runway – A restricted area used for take-offs and landings of an aircraft.
24. Taxiway – Portions of the Airport Operations Area (AOA) authorized by the Authority for the surface manoeuvring of aircraft.
25. Vehicle – Any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

SECTION 2 – GENERAL INFORMATION

PURPOSE

This document describes the Rules and Regulations for all users of the Airport owned and operated by the City of Ontario Municipal Airport Authority.

INTRODUCTION

Judicious and proper administration requires that rules and regulations that establish the minimum acceptable conduct for Airport users and employees are adopted. This requirement provides protection from irresponsible and/or unsafe operations.

APPLICABILITY

These Rules and Regulations apply to any person(s) or entity utilizing the Airport.

VIOLATIONS AND PROCEDURES

If the Airport Manager concludes that any of these Rules and Regulations have been disregarded, and that he/she cannot resolve the matter satisfactorily by notice to and discussion with the offending party, then formal action shall be taken against the party by the Airport Manager. These actions may include suspension of airport operations or revocation of the party's right to utilize the Airport. A person who has had their airport privileges suspended by the Airport Manager may appeal that decision to the Airport Authority. A written notice must be filed with the Airport Authority within 30 days of the effective date of suspension.

GENERAL AUTHORIZATION

In any circumstances not specifically covered by these rules and regulations, the Airport Manager shall be authorized to make reasonable decisions as can be deemed necessary and proper. All such actions may be subject to review by the Airport Authority. At all times, the Airport Manager shall have the authority to take reasonable action as may be necessary, including use of local law enforcement, to enforce these rules and regulations and to efficiently manage the airport and its operations.

AIRPORT OPERATIONS (PUBLIC USE)

The Ontario Airport is open to authorized airport users 24 hours a day, 7 days a week, unless closed due to weather or other emergency reasons or unless otherwise designated by the Airport Authority. The FBO (Fixed Based Operator) hours will be fixed by the FBO as per contract with the City of Ontario Municipal Airport Authority.

EFFECTIVE DATE

These Rules and Regulations shall become effective on December 2017.

SECTION 3 – GENERAL REGULATIONS

3.1 SCOPE

- A. All users of the Airport shall be governed by directions from the Airport Manager, these Rules and Regulations, and the directions of the City of Ontario Municipal Airport Authority (COMAA) or designated representative. These regulations are subject to change by the Airport Authority at any time, based on experience, need, and operating conditions.
- B. As a user of the airport and its facilities, each individual shall be obligated to obey all the regulations herein provided and adopted by the Authority.
- C. The privilege of using the airport shall be conditioned on the assumption that the user shall take on full responsibility and risk, and he shall release and hold harmless, and indemnify the FAA and Airport Authority, its officers, and employees from any liability of loss resulting from such use.
- D. The privilege of using the airport shall be upon the further condition that any person(s), corporations, co-partnership, or others desiring to use the same as Commercial Operator or Fixed Based Operator, shall produce a policy of indemnity against personal injury and property damage.

- E. Any person violating any of the airport Rules and Regulations may be punished at the discretion of the Airport Authority, or provided by law; deprivation of the use of the municipal airport facilities for a specific period of time as may be necessary.
- F. These regulations are not intended to supersede, modify, or amend any provision of Federal, State, or Local Law; however, these regulations shall as possible, be interpreted so that no conflict arises.
- G. If any portions of these Rules and Regulations prove to be invalid or unenforceable, all other portions of this document shall remain in effect to achieve purposes hereof.
- H. Any proposed changes to these Rules and Regulations shall be dated and posted by the Airport Authority at the airport for a period of (30) days. Comments on the proposed changes may be submitted by the general public in writing to the Authority, during this time period. After review of all comments, revisions may be made and the final draft of the proposed changes will be published. Copies of the changes will be posted at the airport and provided to all holders a copy of the manual.
- I. No person shall engage in a business or commercial operation on the Airport, without the approval of the Airport Authority or designated representative.
- J. The soliciting of business, fares, or funds for any purpose on the airport without the permission of the Airport Authority or designated representative is prohibited.
- K. No individual, partnership, corporation, or business shall construct any building, sign, or structure, or modify any pre-existing facility without permission and approval of the Airport Authority.

3.2 Lost Articles

All lost articles should be turned in to the Airport Manager by the finders. If the articles are not claimed within (60) days they shall be disposed of as determined by the Airport Manager.

3.3 Liability

The Airport Authority assumes no responsibility for loss, injury, or damage to any person(s) or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, lightning strikes, or acts of God, nor does it assume any liability for injury to person(s) while on the airport, or while using airport facilities.

3.4 Responsibility for Damages

Any person(s) causing damage to or destroying airport property of any kind, including buildings, fixtures, and facilities, shall be fully liable to the Airport Authority. Any and all damage shall be reported directly to the Airport Manager.

3.5 Accident Report

All person(s) involved in any accident, whether personal, aircraft, or automotive, occurring on the Airport, shall make a full verbal report to the Airport Manager as soon after the accident as possible, and in any event within 24 hours after it has occurred. Based on the verbal report, a written report may be required.

3.6 Ground Transportation

All carriers (Not defined) shall load and unload passengers in areas designated by the Airport Authority.

3.7 Building Requirements and Ground Rental

Any person desiring to construct any building or facility on the Airport shall be required to submit plans and specifications to the Airport Manager. The plans shall consist of: a general layout, drawn to scale, showing the desired amount of ground required for the operation of the building or facility, in addition to the portion occupied by the building or facility. All buildings and facilities constructed upon the Airport shall conform to the Building Code requirements of the state of Oregon, City of Ontario and Malheur County and be approved by the Airport Authority. Prior to any construction, all licenses and permits must be obtained. Once plans have been approved, a lease may then be entered into at the rate set by the Airport Authority.

3.8 Restricted Areas and Air Operations Areas

All areas of the airport, except the FBO building are restricted and no person shall enter upon the Air Operations Area, or any hangar, except:

Person(s) assigned to duty therein;

1. Authorized representative of the FAA/Airport Authority;
2. Passengers under appropriate supervision, entering the Air Operations Area for the purpose of deplaning and enplaning;
3. Aircraft Owners or Renters and/or their authorized representatives; and
4. Business representatives in the conduct of their business with the tenants.

SECTION 4 – PERSONAL CONDUCT

4.1 Compliance with Signs

All individuals shall observe and abide by all posted signs governing activities and/or demeanour of the respective individual while at the Airport.

4.2 Environment Pollution and Sanitation

While on Airport property, individuals shall limit activities in such a manner as not to cause littering or any other form of pollution.

- a. No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, and matches, except in the receptacles provided.

- b. No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Authority. Such areas shall be kept clean and sanitary at all times.
- c. Any solid or liquid, which may be spilled at the Airport, shall immediately be cleaned up, by the person responsible for such spillage, and reported immediately to the Airport Manager of Operations.

4.3 Animals

No person shall enter the Airport with any animal without the permission of the Management, except;

- a. Dogs or other animals which are to be transported by air within a suitable container properly equipped for air travel.
- b. Dogs or other animals which are restrained by leash, or properly confined and under the supervision of an adult.

Animals shall be allowed to the extent mandated by applicable law, including "service animals" pursuant to the Americans with Disabilities Act.

4.4 Firearms and Weapons

- a. All applicable federal and state laws shall be followed with regard to firearms on the premises.

4.5 Preservation of Property

No person shall destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure on the Airport; nor alter, make revisions to, or erect any building or sign on the Airport without prior approval of the Airport Authority. No person shall travel upon any part of the Airport other than the designated roads, walks, or other marked rights-of-way provided by the Airport for specific purpose.

4.6 Damages and Tampering with Aircraft

All person(s) shall be fully responsible for all damages to buildings, equipment, and real property in the ownership or custody of the Airport Authority, caused by abuse, carelessness, or negligence. No person shall interfere or tamper with any aircraft, or use any aircraft, aircraft parts, instruments or tools, without the permission from the owner or by specific direction of the Airport Authority.

4.7 Maintenance and Equipment in Apron Area

All tenants shall maintain their leased property in such condition or repair, cleanliness, and general maintenance as acceptable to the Airport Authority. All ramp equipment shall be parked and kept in a neat, orderly manner. No receptacles, cases, or housing shall remain on the apron or ramp area that does not fit in

with architectural and cleanliness standards of the rest of the installation. Final approval of these items rests with the Airport Authority.

4.8 Alcoholic Beverages and Controlled Substances

1. No person under the influence of liquor or narcotic drugs shall operate any motor vehicle or aircraft of any type at the Airport.
2. The consumption of alcohol is not permitted on the Airport Property unless permitted in certain areas and times with the permission of the Authority.

4.9 Use of Law Enforcement Agencies

In the event a situation arises that is beyond the control of the Airport Management to deal with, the Ontario Police Department or the Malheur County Sheriff shall be called upon by the Airport Manager or the Airport Authority. The Airport Authority grants permission to the Malheur County Sheriff's Department and Ontario City Police Department to enter the premises and enforce the Rules and Regulations adopted by the Airport Authority.

4.10 Unaccompanied Minors

Unaccompanied minors under the age of 16 are not permitted on airport property without permission of the Airport Manager.

SECTION 5 - AERONAUTICAL

5.1 General Rules

- a. Compliance with Orders

All aeronautical activities shall be conducted in compliance with the then current Federal Aviation Regulations, with these Rules and Regulations, and with the then Authority Minimum Standards.

- b. Inattentive Operations Prohibited

1. No person shall operate any aircraft at the Airport in a careless manner or in disregard of the safety of others.
2. All individuals using the Airport shall be liable for any damage to property caused intentionally, accidentally, or by negligence on or over the Airport.

- c. Disabled Aircraft

All aircraft owners shall be responsible for the prompt removal of all disabled aircraft and their parts at the Airport, when directed by the Airport Manager.

- d. Cleaning, Maintenance, and Repair of Aircraft.

The cleaning, painting, washing, and repairing of any aircraft, shall only be permitted in approved areas by the Airport Authority.

e. Certification of Aircraft and Licensing of Pilots

As required by the FAA, all aircraft operating at the Airport shall be required to display on board a valid Airworthiness Certificate issued by the FAA, and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All person(s) operating aircraft are required by the FAA to possess an appropriate certificate or license issued by the FAA. If requested by the Airport Manager, the pilot or operator shall be required to show these documents.

5.2 Accidents and Incidents

The pilot of any aircraft involved in an accident on the Airport causing injury or damage to any property other than the aircraft, shall make a prompt and complete written report concerning the accident or incident to the office of the Airport Manager within (48) hours of the time that the accident or incident first occurred. All incidents shall be reported in accordance with all FAA and NTSB regulations. Airport property destroyed or damaged by an accident shall be paid for by the responsible parties.

5.3 Categories of Aircraft, Activities, Rules and Operations

Final determination as to proper designation of any aircraft shall rest with the Airport Authority. Charges as shown in Section 8 shall be determined according to the following classifications:

A. Private

1. Private aircraft may be used by person(s) other than the owner provided that it is not rented or leased by the owner for a profit.
2. Company and corporation owned aircraft that are operated for the free transportation of their and other personnel and/or products are classified as private aircraft and subject to the restrictions as listed above.

B. Commercial Aircraft Use:

1. For rental, hire, or charter
2. Student instruction and occupations for hire
3. Any aircraft used for commercial services and not otherwise covered in these regulations.

C. Air Taxi (Commuters)

1. Contract:
All federally certified Air Taxis or Commuters holding a contract with the Airport Authority for Airport usage.
2. Non-Contract:
All Air Taxis or Commuters not covered in this Section.

D. Rotorcraft Operation Rules

1. Rotorcraft shall avoid fixed wing aircraft traffic patterns and altitudes to the maximum extent possible, with safety precautions.

2. Rotorcraft shall not be operated within fifty (50) feet of any areas on the Airport where unsecured light aircraft are parked.

Aircraft Activities

1. No fixed wing or rotary wing aircraft shall be allowed to operate at the City of Ontario Municipal Airport unless the aircraft has a current Airworthiness Certificate and is operated by a licensed pilot or student pilot holding a valid medical certificate, except aircraft being taxied by a qualified mechanic for maintenance purposes or operated under a valid ferry permit.
2. The owners of all aircraft based on the Airport will register their aircraft with the Airport Authority.
3. All aircraft shall comply with all applicable Federal Aviation Regulations, including but not limited to:

Federal Aviation Regulations

1. Part 61 – Certification: Pilots & Flight Instructors
2. Part 65 – Mechanics 65.71 thru 65.95
3. Part 67 – Medical Standards and Certifications
4. Part 91 – General Operating & Flight Rules
5. Part 93 – Specific Air Traffic Rules & Airport Traffic Patterns
6. Part 135 – Air Taxi Operators & Commercial
7. Part 137 – Agricultural Aircraft Operators
8. Part 141 – Pilot Schools
9. Part 43.3g – Aircraft Owner Repairs/Preventive Maintenance
10. Part 145 – Repair Stations

National Transportation Safety Board Regulations:

1. Part 830 – Notification & Reporting of Aircraft Accidents

Airport Operations:

- a. The Airport Manager may prohibit aircraft movement at any time, under any circumstances when the Airport Manager deems necessary.

5.4 Taxi and Ground Rules

Aircraft Parking

- a. Aircraft may only be parked in designated spaces and in the manner prescribed by the Authority. If this rule is violated, the aircraft parked may be subject to removal by the direction of the Airport Authority.
- b. No aircraft shall be left unattended on the Airport unless it is in a hangar or securely locked or tied down.

- c. Any materials left in the aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of any materials is not the responsibility of the Authority.

Non-Flyable Aircraft

- a. No person will be allowed to park an aircraft in non-flyable condition on Airport property, for period over (90) days, without written permission from the Authority.
- b. If an aircraft is parked or stored in non-flyable condition on the Airport, violating this Section, the Authority shall notify the owner or operator by certified or registered mail, requiring the removal of the aircraft within (15) days of the receipt of notice.
- c. Aircraft not removed as required will be removed by the Authority at the owner's expense.

Other

- a. Engine Run-up – Aircraft shall not perform run-up or prolonged engine test operations in any area that would result in a hazard to other aircraft, person(s), or property
- b. No person shall run any engine in any aircraft unless a competent person is in the aircraft attending the engine controls.

5.5 Use of T-Hangars and Storage Hangars

- a. T-hangars and storage hangars shall not be used for any purpose that would interfere with the use of other buildings and structures in the neighbourhood of the leased premises.
- b. T-hangars shall be used for storage of aircraft in accordance with the current lease. These hangars shall not be used for any other purpose without written permission from the Authority.
- c. No alterations may be made to the hangar structure without written approval by the Authority.

SECTION 6 – MOTOR VEHICLES

6.1 Rules of Operation

- a. No person will be allowed to operate a motor vehicle of any kind in a reckless manner or in excess of the speed limits prescribed by the Airport Authority, and in no event in excess of 15 miles per hour in ramp, apron, aircraft parking, and hangar areas.
- b. Pedestrians and aircraft will at all times have the right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.
- c. All person(s) operating a motor vehicle on the Airport shall give proper signals, and observe the directions of posted traffic signs.
- d. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.
- e. No person shall operate any motor vehicle on the Airport overloaded or carrying more passengers than those for which the vehicles were designed.

- f. No vehicle shall be operated on the Airport if it is equipped or loaded as to endanger persons or property.

6.2 LICENSING, REGULATION, AND SPEED LIMITS

Licensing and Regulation

1. All motor vehicles will park in designated parking areas.
2. The installation of two-way radios does not permit the operation of vehicles on the Airport without prior permission by the Airport Manager.
3. No person shall abandon any motor vehicle on the Airport. The Airport Authority has the authority to tow or otherwise move motor vehicles which are parked by their owners on the Airport in violation of the designated parking areas.

6.3 Accident Procedure and Emergency

The operator of any vehicle involved in an accident on the Airport which results in injury or death of any person(s), or property damage, shall immediately stop the vehicle at the scene of the accident in order to render necessary assistance. The operator shall immediately give notice of the accident to the Airport Manager and the Ontario Police Department or County Sheriff Office. The operator of each vehicle shall provide the name and address of owner and driver of the vehicle, as well as the operator's license, vehicle registration, and the name of the liability insurance carrier for the vehicle, to any person injured, the driver of the vehicle damage, and to any police officer. In the event of an emergency on the Airport, notification should be given to the following:

1. The FBO Office (if in radio contact)
2. 911 Emergency Operator
3. The Airport Manager – Office: 541-881-8848 or cell: 541-212-1676

6.4 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)

Permission

No motor vehicle shall be permitted on the Air Operations Area without specific permission granted by the Airport Manager. All vehicles shall at all times yield right-of-way to aircraft.

Rules of Operations

- a. No motor vehicle shall be parked on any part of the AOA except authorized trucks and other vehicles necessary for the servicing and maintenance of aircraft and transportation of passengers on the Airport.

- b. No person shall park a vehicle so that it blocks or obstructs: fire hydrants, gates, emergency exits, and building entrances or exits.
- c. Aircraft taxiing on any runway, taxiway, or apron area shall always have the right-of-way over any vehicular traffic.

6.5 Reserved and Public Parking

Public Parking

- a. Operators of motor vehicles using public parking facilities at the Airport shall abide by all regulatory signs and markings.
- b. No vehicle shall remain in the public parking facility for more than (30) consecutive days without the permission of the Authority.
- c. Reserved Parking

No person shall park any vehicle in any reserved parking area on the Airport without a valid permit issued by the Airport Authority permitting parking in such specified areas.

SECTION 7 – FIRE, SAFETY, AND HAZARDOUS CARGO

7.1 General

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

7.2 Fueling Operations

- a. No aircraft shall be fueled or de-fueled while one or more of the engines are running, or the aircraft is then being warmed by external heat, or while such aircraft is in a hangar or enclosed space.
- b. No person shall start the engine of an aircraft if there is any gasoline or other volatile fluid on the ground or otherwise when starting the engine could ignite such fuel.
- c. All aviation fuels and oils for sale on Airport property shall be dispensed only by the Airport Authority or FBO Operator. No fuel shall be stored by any persons without the permission of the Airport Authority while on Airport property.
- d. Aircraft being fueled shall be positioned no closer than (10) feet from any hangar or building. Fuel trucks whether loaded or empty shall never be in hangars, nor be parked less than (10) feet from any hangar or building.
- e. No fuel, grease, oil, or flammable liquids shall be allowed to flow in any Airport sanitary or storm drain system. Any person(s) involved in a spillage of fuel shall be held responsible for expeditious notification to the Airport Manager and will be held responsible for immediate clean-up of the affected area. In the event of a fuel spillage, no vehicles shall be moved or operated in the vicinity of the spill until the spillage is removed.

- f. No person is permitted to fuel or de-fuel an aircraft while passengers are on board.
- g. No person shall park motorized ground equipment near any aircraft that prevents it or the aircraft from being driven or towed away in case of an emergency.
- h. Prior to making a fueling connection to the Aircraft, the fueling equipment shall be physically bonded or grounded to the aircraft being fueled by use of a cable, thus providing a conductive path to equalize the electric potential between the fueling equipment and the aircraft.
- i. All hoses and funnels used in fueling and de-fueling operations shall be equipped with a bonding/grounding device to prevent ignition of volatile liquids.
- j. When a fire occurs in a fuel delivery device while servicing an aircraft, fueling shall be stopped immediately and all emergency valves shall be shut off. Then notify 911 and the Airport Manager immediately.

7.3 Authority to Dispense Aviation Fuel

Only those individuals who have been authorized by the Airport Manager or Authority may dispense fuel into any aircraft at the airport operated by the Authority.

7.4 Fuel Farm Installations and Fuel Transporting Vehicles

Fuel Farm Installations

- a. All fuel farm installation shall conform to the appropriate National Fire Protection Association Standards, City/County Fire Codes, Federal, State, and local laws. There shall always be NO SMOKING within (100) feet of the fuel farm installation.
- b. Fuel installations shall always be kept-up and maintained removing all debris in order to prevent FOD.
- c. Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with an un-expired certification date.
- d. No fuel or fuel-transporting vehicle shall be left unattended during loading or unloading of fuel at a fuel farm.

Fuel Transporting Vehicles

Each fuel transporting vehicle will be labelled on both sides and rear of the cargo tank with the word "FLAMMABLE," "NO SMOKING," and "FUEL TYPE."

7.5 Smoking

Smoking or carrying lighted smoking materials or striking matches or other devices is only permitted in designated smoking areas.

7.6 Storage of Materials and Hazardous Materials

Storage of Materials

1. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with the applicable City and/or County Codes. Buildings shall be provided with fire-suppressant devices and first-aid equipment as required.
2. No person shall keep, transport, or store any lubricating oils on the Airport except in specified containers or receptacles and regulated amounts.
3. All hazardous waste shall be disposed of in accordance with applicable regulations.

Transport of Hazardous Materials

- a. No person shall handle, transport or store any cargo containing explosive materials without the permission of the Airport Authority.
- b. No person may accept any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of the Federal Regulations.
- c. Any person transporting hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments.

7.7 Aprons, Buildings, and Equipment

All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease and other flammable material. The floors of hangars shall be kept clean, free from waste materials or other trash or rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care. Any person using a facility or building of the Airport shall exercise cleanliness and caution. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.

7.8 Fire Extinguishers

Fire extinguishing equipment at the Airport shall be checked regularly to avoid tampering. Fire extinguishers shall not be tampered with at any time, nor used for any purpose other than fire fighting or fire prevention. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit. All tenants or lessees or any other occupants of hangars on the Airport shall supply and maintain an adequate number of readily accessible fire extinguishers.

7.9 Aircraft Suspected of Carrying Explosives

- a. Persons having knowledge of an aircraft carrying or suspected of carrying explosive materials will advise the Airport Manager and FBO (if in radio contact). The Airport Manager will notify the FBO ASAP.

- b. All passengers will be escorted off the aircraft onto the outer extremities of the AOA. The aircraft will then be parked at a location specified by the Airport Manager and or FBO, until the aircraft is determined safe.

7.10 Inspection of Possible Hazardous Aircraft

Inspection of the aircraft and subsequent declaration of safety or contamination shall be the responsibility of the aircraft owner or his authorized agent, and shall be accomplished immediately after parking and evacuation.

SECTION 8 - CHARGES

8.1 Commercial Operations

- a. No aircraft organization or person shall engage in any commercial operation of any type at the Airport unless prior permission is obtained from, and assessed fees paid to the Airport Authority. Permission and fees are in effect for each and every visit with the fee being set by the Airport Authority.
- b. The Airport Authority may enter into separate contracts with any commercial operation on the Ontario Municipal Airport.
- c. The Airport Authority may adopt a fee schedule to be applied for ramp operations by any commercial operator not having a contract with the Airport Authority, such fee schedule shall be placed at the Airport FBO Building and at the Office or at the office of the Airport Manager. Commercial operators shall pay a ramp fee for each ramp operation at the Airport or as per their contract.
- d. Private or business (non-commercial) ramp fees shall be posted on the Airport's schedule of fees. At the discretion of the Airport Manager fees are subject to change based on the weight of the aircraft.
- e. The Airport Authority may grant written permission for a specific commercial operator to enter the Airport for the purpose of repairing or maintaining an aircraft or equipment which is beyond the capability of any Fixed Based Operator located on the Airport. Capability of the A&P, IA as defined in FAR 65.71 thru 65.95. This privilege will be on a case-by-case basis and will require a separate agreement for each activity.
- f. Any permission granted by the Authority under this clause, will only be for a specific purpose and specific period.

8.2 Aircraft Servicing Fees

All charges owed to the Airport Authority for service performed, for Airport facilities used and for aircraft stored on a daily basis shall be paid before the aircraft is cleared from the Airport, unless credit arrangements have been made. The Airport Manager may detain any aircraft for non-payment of any charges due.

8.3 Ramp Fees

Landing fees for commercial aviation operations shall be payable to the Authority or its designated representatives immediately upon landing at the airport unless other arrangements have been made.

8.4 Aircraft Parking Fees

Aircraft parking on ramp areas shall be appropriately charged.

SECTION 9 – PROCEDURE FOR RECEIVING AND PROCESSING APPLICATIONS

9.1 Applicant

Any applicant wishing to establish commercial operations on the airport shall be furnished a copy of the minimum standards, attached, and shall make application in writing to the Airport Authority, setting forth in detail the following:

- a. The name and address of the applicant;
- b. The proposed land use, facility and/or activity sought
- c. The names and qualifications of the personnel to be involved in conducting such activity;
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity

9.2 General Information

- a. Upon the filing of any application with the Authority; it shall be immediately referred to the appropriate committee and considered at the next scheduled meeting. If no meeting is scheduled within (45) days from the filing of an application, a meeting shall be called for considering the application and notice will be given to the applicant. Upon consideration of the application the Airport Authority shall determine whether or not the applicant meets the standards and qualifications established in the Rules and Regulations.
- b. Upon approval of the application, the Airport Authority shall prepare a suitable lease or contract agreement setting forth the terms and conditions under which the commercial operation shall be conducted, with the applicant.
- c. Any rejected application shall be returned to the applicant within (10) days of the rejection with a written explanation of the reason for rejection.

SECTION 10 – SPECIAL AIRPORT USES

The Airport Authority obligates itself to operate the Municipal Airport for the use and benefit of the public and to keep the airport open to the various types of aeronautical use for which the facility is designed and intended to serve.

The Airport Authority established these rules to be met by all users so as to provide for the safe and efficient use of the airport and to otherwise protect the safety of person(s) and property both on the ground and in the air.

10.1 Landing Facilities

The landing area facilities that are constructed are primarily intended for the use of powered aircraft whose weights are not in excess of the published strengths of the paved surfaces. Operations on these surfaces by aircraft slightly in excess of the published pavement strengths may be permitted on an infrequent basis. Permission must be obtained from the Airport Authority for use of runways and taxiways by overweight aircraft and the use of the Municipal Ramp.

10.2 Operations of Non-powered Aircraft

No operations involving non-powered aircraft, including gliders, balloons, parachuting, and other special classes of activities, will be permitted on the Airport without the prior written approval Airport Authority.

10.3 Crop Dusting

Any person seeking to conduct crop dusting or spraying of agricultural chemicals shall be required to satisfy the Airport Authority that:

- a. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- b. The operator shall have available, properly certified suitably equipped agricultural operation undertaken.
- c. No crop dusting operations shall be conducted on the principal public use apron or ramp of the Airport.
- d. All operations will be in accordance with all appropriate Federal Aviation Regulation, and State and Local Regulations concerning the handling of pesticides and other substances.

10.4 General

- a. No operations involving unlicensed or unregistered aircraft will be permitted on the Airport without prior approval of the Authority.
- b. The Airport will not participate in non-aeronautical events that will conflict with its aeronautical use.

SECTION 11 - MISCELLANEOUS

THE FOREGOING RULES AND REGULATIONS ARE ADOPTED BY THE CITY OF ONTARIO MUNICIPAL AIRPORT AUTHORITY AT A REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, AND BECOME EFFECTIVE IMMEDIATELY.

APPENDIX:

MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND FIXED BASE OPERATORS

1.1 General

- A. The following minimum standards shall apply to all operations; however, all the activities listed may not be provided, depending on the lease agreement executed between the Airport Authority and the operator.
- B. No commercial operator shall be allowed to operate on the Airport without a lease agreement with the Authority. Any operator whose principal place of business is located other than on the Ontario Municipal Airport and who further has a valid contract with another airport sponsor, may not be required to maintain facilities at the Airport.
- C. The Airport Authority shall determine all substantial conformances to the standards for all operators. Also, all operators must show financial solvency and business ability to the satisfaction of the Airport Authority.
- D. The minimum liability insurance that a fixed base operator shall carry including: general liability, product liability, and premise liability, is **\$1,000,000**. Hangar's keeper/property damage insurance will be decided between the Airport Authority and the operator, but in no case will be less than **\$100,000**. All policies required by this section will name as insured, the Airport Authority, its officers, members, and employees, and will contain a provision which will require the insurance carrier to notify the Authority at least (10) days in advance of cancellation, or change in coverage.
- E. All operators will be required to provide the Airport Authority a performance bond commensurate with any construction required under the minimum standards service to be performed.
- F. All construction shall be in accordance with design and construction standards established by the Airport Authority and approved by the Federal Aviation Administration for the facility involved.
- G. All airport mechanics and inspectors shall carry a **\$1,000,000.00** liability policy naming the Ontario Municipal Airport Authority as co-insured, have written authorization for each occurrence from the Airport Authority, and shall be charged a fee for each occurrence on the Airport.

1.2 Aircraft Maintenance and Repair

All person(s) operating aircraft, engine, or accessory maintenance facilities shall provide:

- A. Hangar space to house any aircraft upon which such service is being performed.
- B. Suitable storage space for aircraft waiting for maintenance or delivery after repair and maintenance has been completed.
- C. Sufficient shop space to house equipment and adequate equipment and machine tools, jacks, lifts, and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.
- D. At least one FAA certified air frame and engine mechanic available during reasonable hours.
- E. Separate space where adequate exhaust type work may be performed.
- F. Appropriate insurance
- G. Non-airworthy aircraft shall be screened from public view

1.2 Flight Training

All person(s) conducting flight training activity shall provide:

- A. At least one certified flight instructor for single engine aircraft. At least one dual equipped single engine land aircraft properly equipped and maintained for flight instruction.
- B. Certified instructor providing ground school instruction sufficient enough to enable students to pass the written FAA examinations.
- C. Public liability and property damage insurance to protect the operator and the Airport Authority from legal liabilities and shall provide liability insurance of at least \$1,000,000 per passenger seat and property damage liability of at least \$1,000,000.

1.4 Aircraft Rental

All person(s) conducting aircraft rental activity shall provide:

- A. Hangar or parking for at least one aircraft to be used as a rental.
- B. At least one airworthy aircraft maintained and certified.
- C. Current up-to-date specifications and price lists for types and models of rental aircraft.
- D. Appropriate Insurance.

1.5 Miscellaneous Operations

Radio and instrument repairs, aerial advertising, and other activities may be conducted by any person, firm, or corporation, upon application and approval from the Airport Authority. Reasonable terms and conditions will be established by the Airport Authority.

1.6 Hangar Space

Facility requirements will be adequate and reasonable for the services offered to operators such as: hangar space, office and lounge areas and aircraft parking.

1.7 Minimum Standards, New Construction

All new hangars shall:

- A. Contain a minimum of 1400 square feet of floor space. Maintenance shops shall contain a minimum of 1400 square feet of floor space.
- B. Be of metal or masonry construction. The interior shall be constructed based on specific uses required, as long as it meets State and Local Codes. All new construction will meet State and Local Codes.

1.8 Aircraft Parking Aprons and Services

All new parking aprons and services provided shall:

- A. Be constructed accordingly to plans and specifications approved by the Airport Authority. Aircraft parking aprons may be required for operators handling aviation petroleum products and aircraft repair.
- B. Be provided on a fair, equal, and not unjustly discriminatory basis to all users of the airport. The prices charged for products on the Airport shall be fair and reasonable.

AIRPORT AUTHORITY SECURITY MEASURES

Please contact the [Airport Manager](#) for more information on the airport's security measures



**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HANGER LEASE TRANSFER: CRUSON TO CRUSON FOR 348 CHARLIE & 343 DELTA**

DATE: December 12, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE SALE OF HANGAR 348 CHARLIE AND 343 DELTA FROM KEVIN AND MICHELLE CRUSON TO DALE AND CHERYL CRUSON.

SUMMARY:

A hanger transfer from Kevin and Michelle Cruson to Dale and Cheryl Cruson requires approval from the city.

BACKGROUND:

The city recently approved the lease agreement for Kevin and Michelle Cruson of hanger 348 Charlie and 343 Delta, a hangar with two accesses to the taxi way. It is one of the hangers that collapsed during last year's snowfall. It's currently a slab waiting to be built upon.

CURRENT SITUATION:

Kevin and Michelle Cruson was scheduled to return to Ontario, however, plans changed and Kevin is now unable to make the move. Dale and Cheryl decided that they would rebuild and lease from the city.

ANALYSIS:

- A. **FINANCIAL** No financial impact.
- B. **TIMING** Keeping the lease current by changing the names enables rebuilding to begin as soon as possible.
- C. **POLICY/LEGAL** There is no affected policy.

ALTERNATIVES:

The city could choose not to allow the name change on the lease.

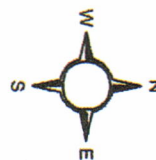
RECOMMENDATION:

Staff recommends the city approve the lease agreement change from Kevin and Michelle Cruson to Dale and Cheryl Cruson for hanger 348 Charlie and 343 Delta.

ATTACHMENTS:

1. Cruson to Cruson Hangar Lease Ex A - Map

Emergency Vehicle Access



SW 33RD ST

581 SW 33RD ST
(FBO OFFICE)

HOTEL

BEECHGRAFI

JULIET

INDIA

104

CITY LOT

CITY BLDG

CESSNA
002 '102
210, 211, 212
PARKING
DECATHALON

STATIC DISPLAY AREA

Date _____
= Cruson

GOLF

~~FOXTROT~~

ECHO

DELTA

CHARLIE

GRAVO

ALPHA

377, 376, 375, 374, 373

FAIRCHILD

GRUMAN

3165 AIRPORTWAY

3110 AIRPORTWAY



**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HANGER LEASE TRANSFER: DANIELS TO DANIELS FOR 317 GOLF**

DATE: December 12, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE SALE OF HANGAR 317 GOLF FROM ALAN DANIELS TO RANDY AND LE ANN DANIELS.

SUMMARY:

A hanger transfer of ownership from Alan Daniels to Randy and Le Ann Daniels requires approval from the City Council.

BACKGROUND:

Alan has sold his hanger to his son Randy and wishes to transfer the lease to Randy as well.

CURRENT SITUATION:

Hanger 317 Golf has changed hands and requires a new lease.

ANALYSIS:

- A. **FINANCIAL** No financial impact to the city.
- B. **TIMING** The hanger has already been purchased and is waiting to change the name on the lease agreement with the city.
- C. **POLICY/LEGAL** No areas of policy are affected.

ALTERNATIVES:

The City Council could choose not to approve the name change on the lease agreement.

RECOMMENDATION:

Staff recommends the Council approve the lease agreement for hanger 317 Golf be changed

from Alan Daniels to Randy and Le Ann Daniels.

ATTACHMENTS:

1. Hanger 317 Golf - Seller Release
2. Daniels to Daniels Hangar Lease 317 Golf - Map

Alan L Daniels

4451 Community Road
Ontario Oregon 97914
Cell Phone 541-212-4808

10/24/2017

I am selling to

Randall W Daniels
690 SW 4th Street
Ontario, Oregon 97914

One hangar at the Ontario Municipal Airport address 217 Golf. Property Tax Statement
ACCT 20456 for a price of \$32,000, paid in full.



Alan L Daniels
Seller

Randall W Daniels
Buyer



LeaAnn A Daniels





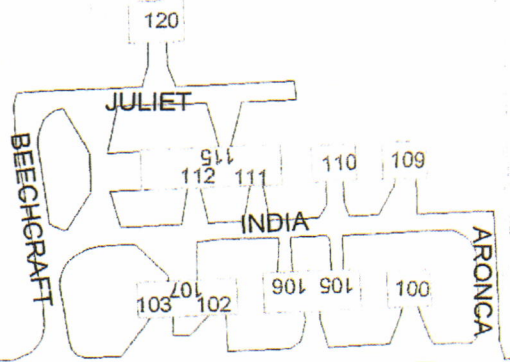
SW 33RD ST

581 SW 33RD ST
(FBO OFFICE)

HOTEL

ERCOUPE

FAIRCHILD



104

CITY LOT

CITY BLDG.

GOLF

317 Golf

DECATHALON

CESSNA

PARKING



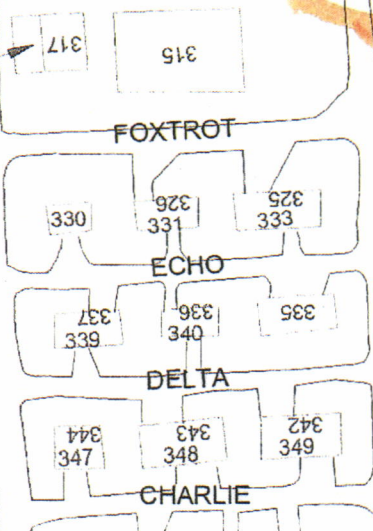
219
231 233 235
232 232 232

FOXTROT

ECHO

DELTA

CHARLIE





**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2017-140: APPROPRIATING FUNDING FOR THE FINAL COSTS OF THE WATER TREATMENT PLANT PROJECT**

DATE: December 12, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2017-140, A RESOLUTION APPROPRIATING FUNDS FROM THE UTILITY CAPITALIZATION FEE DEPARTMENT TO COMPLETE THE WATER TREATMENT PLANT CHEMICAL FEED IMPROVEMENTS PROJECT.

SUMMARY:

The Water Treatment Plant (WTP) Chemical Feed Project was underfunded originally and the Council is now acting to appropriate the final funding amount from the Utility Capitalization Fee Department within the Capital Projects Fund.

BACKGROUND:

The City Council reviewed and approved the bid for RSCI July 18, 2016 for \$1,650,520. The amount of the contract was lower than the original bid, after some negotiation and value engineering recommendations were implemented. During the Council meeting, there was significant discussion regarding budget; in addition to the construction cost, there were known costs for on-site engineering support, software programming, and engineering review. The Services During Construction (SDC) actual budgets were discussed at a Council meeting on October 6th, 2016. In addition to the SDC costs, the City Engineer maintained a recommendation of a 10% construction contingency.

Below are the original values as they were reviewed at the October Council meeting:

<i>Activity</i>	<i>Budget</i>
WTP Project Budget	\$ 1,800,000
Less – Construction Bid (RSCI)	\$ 1,650,520
Less – Services During Construction	\$ 123,661 ¹
Less – Special Inspections	\$ 4,095
Remaining Budget	\$ 21,724

¹ This number is slightly lower than that provided on July 18th, therefore the remaining amount is slightly higher.

If the 10% construction contingency is adhered to, then that amount would be \$165,052, which is higher than the \$1.8M budget allows (\$1,943,328 when all the parts + 10% contingency are added up).

Over the course of the year, from fall of 2016 through summer of 2017, the City Engineer has provided updates and requested approvals as Change Orders have come through. The past four months or so have been needed for final clean up and record drawing completion.

CURRENT SITUATION:

The entities billing against this project include:

- General Contractor – RSCI
- Engineer of Record – Murray Smith, Control Engineers, and CH2M
- Resident Engineer – CH2M
- Materials Testing – Materials Testing and Inspection (MTI)

Each entity has billed out their negotiated amount (including approved change orders) or that amount is known and a final bill will arrive soon. The financial analysis below identifies the final costs associated with the project and the specific budget overrun that requires an appropriation of additional funds. The overage amount is reduced by the \$50,000 amount budgeted in the Water Fund for the skidsteer (half of the cost) that was not required to make that purchase in this budget year and is therefore available in the budget for use.

ANALYSIS:

A. FINANCIAL Final close out costs:

Activity	Budget	Actual
Original Budget	\$1,800,000	
<i>Expenditures</i>		
General Contractor - RSCI - Final Construction Cost	\$1,650,520	\$1,786,969
Engineering (including Resident Engineer) – MSA, Control Engineers, CH2M – Final Cost	\$123,661	\$123,661
Materials Testing – MTI – Final Cost	\$4,095	\$3,703.60
Unidentified Cost – BOLI	\$0	\$1,650.52
	\$1,778,276	\$1,915,983.82
<i>Difference</i>		
Budget – Actual		(\$137,707.82)
Fund Credit		\$50,000
	OVERAGE (Transfer)TOTAL	\$ 87,707.82

The final amount of Change Orders is \$136,449, is just over 8% of the contract price. This amount is greater than the contingency amount budgeted (\$21,724) but is under the standard 10% change order amount recommended. This is the amount estimated in April of this year as the final change order amount and presented to the council.

Previously, the Finance Director had recommended that it would be appropriate to present a Resolution to increase the budget at the time that the budget will truly be overrun – final payment. This Agenda Report presents the information for that Resolution

Staff have reviewed the options for supplementing budget and identified the additional \$50,000 in the Water Fund that can be used and no resolution is required. This brings the amount to be addressed by Resolution to \$87,707.82. To ensure staff do not need to come back to council, the Council might consider an amount of up to \$90,000.

This overage can be covered through additional funding in the Utility Capitalization Fund (UCF).

B. **TIMING** Time is critical as this project is complete and it is appropriate to pay final invoices for the contractor and consultants.

C. **POLICY/LEGAL** A budget resolution approved by the City Council is required to expend the funds as per ORS 294.

ALTERNATIVES:

1. The Council could take no action on this matter; however, the amounts are still owed to the vendors.
2. The Council could choose to fund the final project costs from the water fund instead of the Utility Capitalization Fee Department.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution #2017-140.

ATTACHMENTS:

1. Resolution # 2017-140 Complete WTP Chemical Feed Improvements Project



RESOLUTION 2017-140

A RESOLUTION APPROPRIATING FUNDS FROM THE UTILITY CAPITALIZATION FEE DEPARTMENT TO COMPLETE THE WATER TREATMENT PLANT CHEMICAL FEED IMPROVEMENTS PROJECT

- WHEREAS,** The 2016 Water Treatment Plant Chemical Feed Improvements Project resulted in higher costs than budgeted; and
- WHEREAS,** Change orders were required to the original project due to inadequate field records and extreme weather conditions; and
- WHEREAS,** The project is completed and final payments need to be issued to vendors; and
- WHEREAS,** The Capital Projects Fund Utility Capitalization Fee Department Budget for Fiscal Year 2017-2018 was adopted without the knowledge of such funds; and
- WHEREAS,** The City desires to modify the 2017-2018 budget to expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2017-2018 budget:

Line Item	Item Description	FY 17-18 Budget	Amount of Change	Adjusted Budget
Capital Projects Fund – Utility Capitalization Fee Department				
030-087-871000	UCF Dept Contingency	\$2,200,925	(\$90,000)	\$2,110,925
030-087-719278	WTP Audit Projects	\$104,970	\$90,000	\$194,970
Water Fund				
105-160-719278	WTP Audit Projects	\$ -	\$50,000	\$50,000
105-160-712112	Skidsteer	\$50,000	(\$50,000)	\$ -

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____, 20____, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20____.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
December 19, 2017**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2017-141: APPROPRIATING FUNDS FOR OPENGOV SOFTWARE PURCHASE**

DATE: December 13, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2017-141: A RESOLUTION APPROPRIATING FUNDS FOR THE PURCHASE OF OPENGOV SOFTWARE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT WITH OPENGOV.

SUMMARY:

The City has worked to be as transparent as possible especially regarding financial reporting. The financial software used by the City can be difficult to use by staff and access isn't available to the public. Most Enterprise Resource Planning (ERP) systems don't provide public portals. Staff would like to create better access for senior staff and create more openness to the public of the city's finances.

BACKGROUND:

1. The City has recently changed its budget process to make financial reporting more transparent. The City; however, has struggled to get financial information to department heads and the public.
2. Recently when the Human Resources Director and the Front Desk Receptionist resigned, the City Manager made the decision to not fill the vacancies at this time. This will lead to a total savings of \$94,162 for the remainder of the year.
3. We have been able to save approximately \$7,500 by getting rid of financial software modules that weren't being utilized.

CURRENT SITUATION:

OpenGov is a cloud based software that can be integrated with the City's financial software (Springbrook) to provide financial information that would be readily accessible to city staff, city council and the public. Reports would be able to be run across fiscal years and would make it

more efficient to provide financial information. No hardware purchases would be required to implement this software.

The software purchase would incur a one-time implementation cost and an annual fee. The contract would be for a five-year period.

ANALYSIS:

- A. **FINANCIAL** The annual cost of the software is \$11,850 and there is a one-time implementation fee of \$7,500 for the training and the set up for the City of Ontario.
- B. **TIMING** We would like to proceed immediately to begin the implementation of the software.
- C. **POLICY/LEGAL** The City Council will have to appropriate funds in order to spend the funds and sign the contract with OpenGov.

ALTERNATIVES:

Take No Action

Taking no Action would result in the financial reporting process remaining the same and no improvements to efficiency and transparency would be gained.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2017-141.

ATTACHMENTS:

- 1. Resolution #2017-141 Purchase OpenGov Software
- 2. Contract with OpenGov



RESOLUTION 2017-141

A RESOLUTION APPROPRIATING FUNDS TO PURCHASE ACCESS TO OPENGOV SOFTWARE

- WHEREAS,** The city wishes to be as transparent as possible in all financial reporting; and
- WHEREAS,** The city has saved money by not replacing the human resources director and front desk receptionist; and
- WHEREAS,** OpenGov will provide opportunity for the public, city staff and the City Council to access financial information on a regular basis; and
- WHEREAS,** The software costs consists of \$7,500 implementation and \$11,850 annual fee, the total in the first year is \$19,350; and
- WHEREAS,** The City desires to modify the 2017-2018 budget to expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2017-2018 budget:

Line Item	Item Description	FY 17-18 Budget	Amount of Change	Adjusted Budget
General Fund				
001-014-611900	Data Processing	\$15,000	\$7,573	\$22,573
001-005-511000	Wages and Salaries	\$55,952	(\$7,573)	\$48,379
Water Fund				
105-160-611900	Data Processing	\$3,000	\$4,196	\$7,196
105-160-871000	Contingency	\$780,491	(\$4,196)	\$776,295
Sewer Fund				
110-165-611900	Data Processing	\$3,000	\$4,463	\$7,463
110-165-871000	Contingency	\$759,393	(\$4,463)	\$754,930
Storm Sewer Fund				
115-170-611900	Data Processing	\$110	\$620	\$730
115-170-871000	Contingency	\$387,328	(\$620)	\$386,708
Building Fund				
027-010-611900	Data Processing	\$ -	\$195	\$195
027-010-614800	Office Machine Contract	\$400	(\$195)	\$205



EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____, 20____, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20____.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Number	OG-00003351	Prepared By	Adam Schnoll
Created Date	11/28/2017	Phone	(650) 557-2625
Quote Expiration	12/13/2022	Email	aschnoll@opengov.com
Contract Dates	Effective Date: 12/13/2017 End Date: 12/12/2022	Contract Term	60 Months

Customer Information

Contact Name	Adam Brown	Bill To Name	City of Ontario, OR
Phone	541-881-3223	Bill To / Ship To	444 SW 4th Street
Email	adam.brown@ontariooregon.org		Ontario, Oregon 97914
			United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov ERP Integrations - GA - Between \$20-40 Million	12/13/2017	12/12/2022	USD 2,850.00	USD 14,250.00
OpenGov Reporting and Analysis - Between \$20-40 Million	12/13/2017	12/12/2022	USD 9,000.00	USD 45,000.00
Quick Start Platform Deployment - Between \$20-40 Million	12/13/2017		USD 0.00	USD 7,500.00

Annual Fee	USD 11,850.00	First Term	USD 19,350.00
Billing Frequency	Annual	Grand Total	USD 66,750.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information

that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Contract Effective Date and shall continue until the Contract End Date specified on page one (1) of the Agreement (the "Initial Term"). The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the Contract End Date, this Agreement shall renew for another period of the same duration as the Initial Term. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Appendix B

OpenGov Service Level Metrics

- 1. SCHEDULED DOWNTIME.** When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.
- 2. SYSTEMS ACCESSIBILITY WARRANTY.** The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

APPENDIX C

OpenGov Support Services

- 1. Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
- 2. Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
- 3. Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.



12/7/2017

Fire Department

Fourth Quarter

Fall Report

Fire Chief

Terry Leighton



***9/11/01* Never Forget...**



Super Hero Walkathon



Training

- Life Flight
- Lucas tool
- Home Depot Safety fair



Cancer Support Network

**Taking Action Against Cancer
in the Fire Service**



Types of cancers found to be increased among firefighters

Bladder¹
Brain^{1,2}
Buccal cavity and Pharynx²
Colon^{1,2}
Intestine³
Kidney¹⁻³

Leukemia^{1,2}
Lung³
Malignant melanoma²
Malignant mesothelioma³
Multiple myeloma²
Non-Hodgkins lymphoma^{1,2}

Oesophagus³
Prostate²
Rectum^{2,3}
Skin²
Stomach²
Testis²



INSPECTIONS



FIRE PREVENTION MONTH



- 7 School visits & 150 students taught Fire Safety
- 253 Houses visited on smoke detector month
- 60 New smoke alarms installed in homes
- 44 New batteries replaced in existing detectors

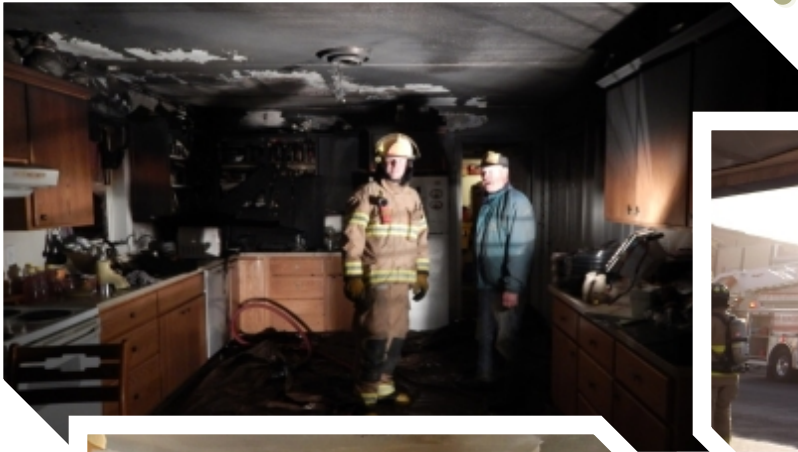


Fall 2017

STRUCTURE FIRES⁸

12/7/2017

- 8 City
- 3 Rural



Fall 2017

OTHER FIRES



MEDICAL AND FIRE CALLS



Medical



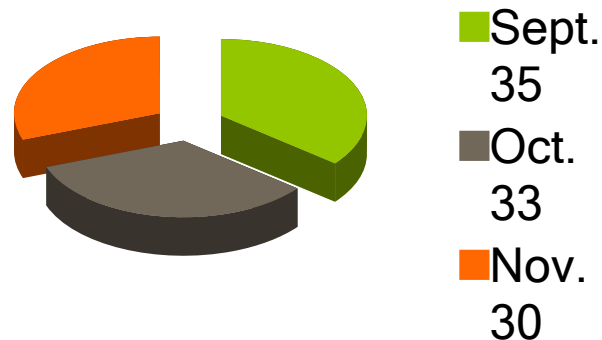
4th Qtr. Total 479

Year to date

City 1724

Rural 147

Fire



4th Qtr. Total 98

Year to date

City 272

Rural 87

Healthy Project

September Workout Winners



1. Clint Benson 39.25 hours

2. Jared Gammage 11 hours

3. Jonathan Rico 9 hours

Clint will receive a prize for his effort.
Next tallying of the hours will conclude
at the end of December. May the
"hours" be ever in your favor...



Nutritional Counseling provided by Caitlin Cruickshank



12/7/2017

Recreation Department Quarterly Presentation



Debbie Jeffries
Recreation Manager

Mallory Mallea
Program Coordinator



Mariah Buthman
Arts & Crafts Instructor P/T

Summer Gonzalez
Art's & Crafts Instructor P/T



Seasonal Staff
Officials, Field Prep,
Volunteers (Sport Coaches, Arts & Crafts) etc.

Parks & Recreation Board Members



- ✧ Greg Herrera--Chairperson
- ✧ Jeremy Roberts
- ✧ Eric Evans
- ✧ Shay Meskill
- ✧ BreAnna McLean
- ✧ Juan Lopez
- ✧ Alfredo Rodriguez
- ✧ Ex-Officio – Ramon Palomo



Community Partners & Beyond

Ontario School District:

- ✓ Use of facilities for use of gyms, softball practice, tackle football fields and flag football

Boys & Girls Club (Ontario):

- ✓ Help with haunted house
- ✓ Use of soccer field

Community Partners & Beyond



Eastern Oregon Youth Football:

- ✓ League
- ✓ Games
- ✓ Support

Football Sponsors

- ✓ Reds Automotive
- ✓ Edge Performance
- ✓ Rodda Paint
- ✓ Ultimate Lawn Care

Four Rivers Community School:

- ✓ Use of soccer fields
- ✓ Use of gym

TVCC:

- ✓ Use of Girls softball fields

Community Partners & Beyond



Payette County Recreation:

- ✓ 3rd-6th grade boys basketball

Friends of the Aquatic Center

- ✓ Haunted house

Community Partners & Beyond



Guild Mortgage Kara Currey

🔗 \$ 500.00 donation
for Youth Sports
Scholarships

Fall Soccer



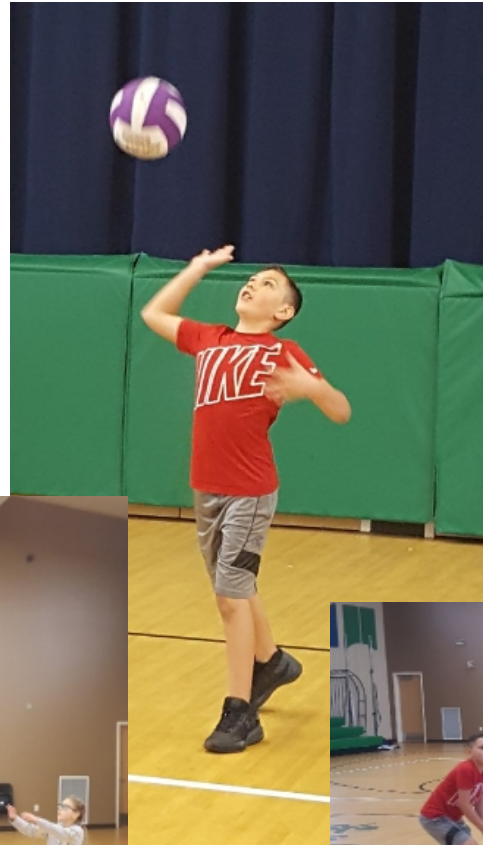
Football



Football



Youth Volleyball



Boys Basket ball

2 Boys Basketball host days

November 11th & 18th

Played 13 games

**Brought to Ontario for the day
teams from:**

**Nyssa, New Plymouth, Weiser,
Payette, Fruitland, Adrian, Parma,
Vale, and Emmett**

3rd and 4th Boys Basketball



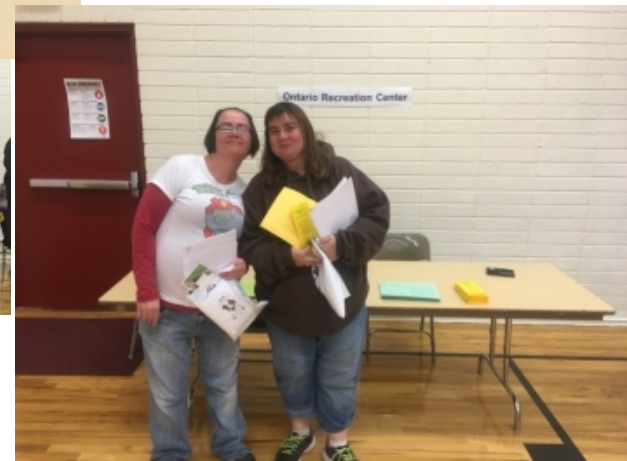
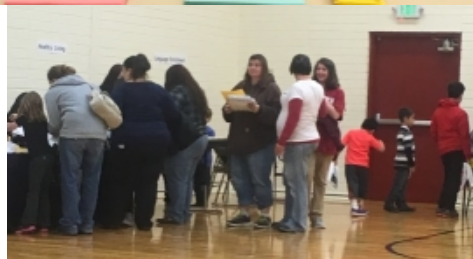
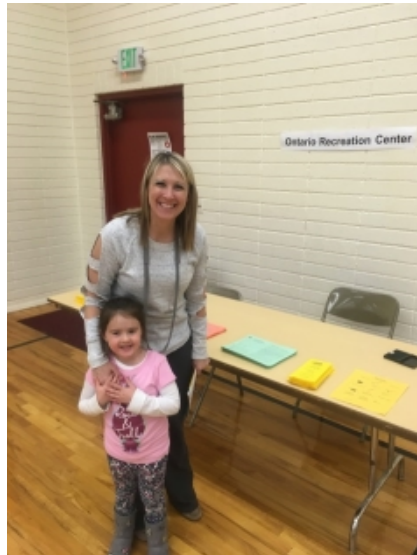
3rd and 4th Boys Basketball



Dodgeball



May Roberts Open House



Quarterly Report

Haunted House



Quarterly Report

Haunted House



Fall Sports and Event Participation:

244 Participants
719 Football Gate
160 Haunted House
1,123 Grand Total

Recreation Financials 2016-2017 Fiscal Year



Revenue

Budget	Actual	Realized
71,400	78,882	111 %

Expense

Budget	Actual	Expended
208,562	208,638	101 %

September, October, November Revenue Comparison 2016-2017:

September, October, November 2016:
\$4,610

September, October, November 2017:
\$5764

Up: \$1154 from last year

Upcoming Recreation Events:

**Ontario Recreation Department
745 SW 3rd AVE. Ontario, OR 97914
(541) 881-3260
Fall - Winter – Spring
2016 – 2017**

ORD Youth Basketball League

Registration Date:

Girls Only: 3rd/4th and 5th/6th grade

October 18-December 13, 2017

Boys & Girls Only:

K-2nd grade boys and girls October 18 – December 13, 2017

\$35.00 (In city limits) and \$40.00 (out of city limits) + Jersey fee

\$20.00 – unless you have a jersey from last year.

Upcoming Recreation Events:

**Ontario Recreation Department
745 SW 3rd AVE. Ontario, OR 97914
(541) 881-3260
Fall - Winter – Spring
2016 – 2017**

Youth Spring Soccer

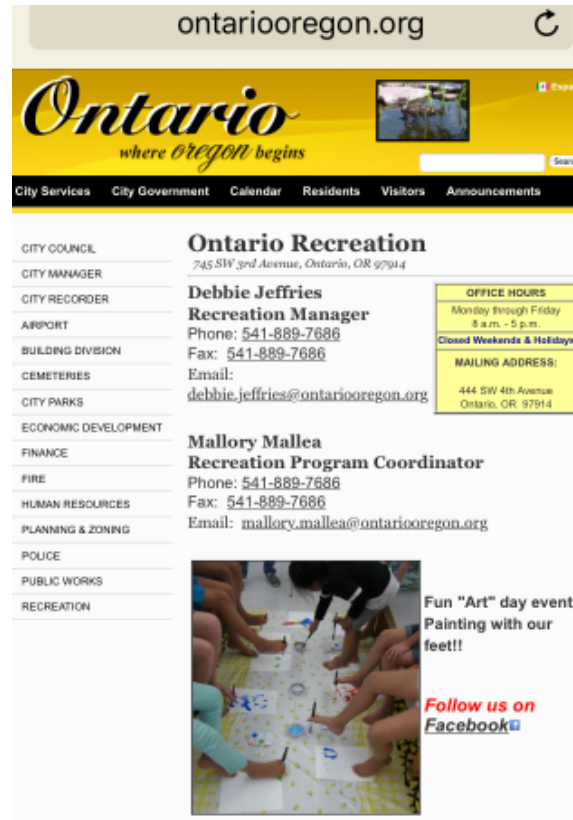
Boys and Girls ages 3-14

\$36 (in city limits) and \$41 (Out of City Limits)

Registration Dates: January 31-Feb 28, 2018 at the Ontario Recreation Department.

League Dates: April 2-May 12, 2018

We update the city webpage frequently!



Find us and follow us on Facebook!

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 12/13/2017 2:40 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
122337	037600	AT&T	11/03/2017	20.62
122338	130624	B & W Car Wash	11/03/2017	24.00
122339	626400	Campo & Poole Distributing, LLC	11/03/2017	4,529.86
122340	637828	Century Link Communications, LLC	11/03/2017	91.66
122341	878915	CH2M Hill OMI	11/03/2017	427,287.71
122342	364000	Clarion Inn	11/03/2017	28.10
122343	879245	Megan Cook	11/03/2017	1,463.75
122344	879028	Dan Cummings	11/03/2017	35.00
122345	215300	DCS Technologies, LLC	11/03/2017	130.05
122346	879019	FOUR RIVERS LAWN & GARDEN	11/03/2017	308.75
122347	634311	Frazier Aviation, LLC	11/03/2017	425.00
122348	333852	Graphic Impressions	11/03/2017	325.00
122349	408200	J-U-B Engineers, Inc.	11/03/2017	3,023.26
122350	412500	Keller Associates, Inc.	11/03/2017	2,380.00
122351	879191	Kristy's Custom Sewing	11/03/2017	76.00
122352	MALLEAM/	Mallory Mallea	11/03/2017	35.00
122353	572000	Ontario Sanitary Service, Inc.	11/03/2017	444.38
122354	583450	State of Oregon Dept of Corrections	11/03/2017	2,160.00
122355	583401	OREGON DEPT OF ENVIRONMENTAL	11/03/2017	557.00
122356	718000	State of Oregon Employment Department	11/03/2017	505.00
122357	879145	Silver Signet, LLC	11/03/2017	783.50
122358	684622	Marcy Siriwardene	11/03/2017	35.00
122359	879228	The SpyGlass Group, LLC	11/03/2017	10,487.76
122360	879146	Toshiba Financial Services	11/03/2017	1,626.50
122361	788402	TransUnion Risk & Alternative Data Soluti	11/03/2017	140.00
122362	824697	Viking Industrial Systems, LLC	11/03/2017	92.50
122363	879007	Weidner Fire	11/03/2017	48.70
122364	863995	White Cloud Communications-Boise, Inc.	11/03/2017	320.00
122365	878992	Wolfcom Enterprises	11/03/2017	71.00
122366	774001	Wtechlink	11/03/2017	300.00
Total for 11/3/2017:				457,755.10
122367	879249	Pacific Northwest K9	11/07/2017	100.00
Total for 11/7/2017:				100.00
122368	306795	Fleet Safethy Equipment, Inc.	11/08/2017	1,489.67
Total for 11/8/2017:				1,489.67
122369	UB*11355	AMERICAN CANINE INSTITUTE-IDAH	11/09/2017	130.29
122370	034240	Art's Service, Inc.	11/09/2017	178.00
122371	130950	Cable One	11/09/2017	297.95
122372	637830	Century Link	11/09/2017	511.22
122373	878915	CH2M Hill OMI	11/09/2017	23,655.75
122374	303800	Frank's Extinguisher Service	11/09/2017	70.47

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122375	UB*11356	RACHEL GARZA *	11/09/2017	46.84
122376	UB*11357	ALBERTA & PAUL GERING / IRR	11/09/2017	104.22
122377	333890	Graphix Wear	11/09/2017	512.00
122378	360015	Home Depot Credit Services	11/09/2017	23.09
122379	879191	Kristy's Custom Sewing	11/09/2017	108.00
122380	436000	Lindsay Eco Water	11/09/2017	17.00
122381	441140	Looks Nu, Inc.	11/09/2017	41.00
122382	UB*11249	JOY MCLEAN	11/09/2017	19.30
122383	UB*11358	WILLIAM MOORE	11/09/2017	58.47
122384	602320	NAPA Auto Parts	11/09/2017	72.76
122385	500400	Norco, Inc.	11/09/2017	184.34
122386	572000	Ontario Sanitary Service, Inc.	11/09/2017	194.00
122387	879248	Origins Faith Community	11/09/2017	1,349.50
122388	UB*11354	JOE PARKER	11/09/2017	20.97
122389	368050	Robb Enterprises	11/09/2017	22.56
122390	&357	Larry A. Sullivan	11/09/2017	1,452.50
122391	738002	Symbol Arts, LLC	11/09/2017	306.00
122392	878931	Tire Factory of Ontario	11/09/2017	109.00
122393	879212	Uniforms 2 Gear	11/09/2017	2,628.70
122394	879151	Waste-Pro	11/09/2017	30.00
Total for 11/9/2017:				32,143.93
ACH	PRFED	PAYROLL TAXES	11/16/2017	3,116.79
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/16/2017	290.27
ACH	PRPERS	OREGON PERS	11/16/2017	4,546.19
Total for 11/16/2017:				7,953.25
122420	033300	Argus Observer	11/17/2017	86.80
122421	879252	Daniel Beaubien	11/17/2017	69.85
122422	130950	Cable One	11/17/2017	63.75
122423	144000	Cascade Natural Gas Corporation	11/17/2017	148.15
122424	879253	Cydney G. Cooke	11/17/2017	25.00
122425	0822900	DNC Forest Products	11/17/2017	330.00
122426	247940	Dooley Enterprises, Inc.	11/17/2017	2,620.00
122427	879246	Finecrete Concrete Contractor, LLC	11/17/2017	3,750.00
122428	344128	City of Fruitland	11/17/2017	4,370.10
122429	376000	Idaho Power	11/17/2017	346.08
122430	UB*11360	JARED KING	11/17/2017	84.89
122431	879191	Kristy's Custom Sewing	11/17/2017	88.00
122432	451593	Malheur Council on Aging & Community S	11/17/2017	15,000.00
122433	UB*11359	MERCEDES MENDEZ	11/17/2017	20.03
122434	516780	Oregon Building Officials Association	11/17/2017	350.00
122435	516494	State of Oregon Department of Transportati	11/17/2017	138.28
122436	528405	Oster Professional Group, LLC	11/17/2017	23,460.00
122437	608001	Pitney-Bowes, Inc.	11/17/2017	101.99
122438	UB*11361	RED OWL OF OREGON LLC.	11/17/2017	78.51
122439	879251	Sassy Sisters Screen Printing, LLC	11/17/2017	300.00
122440	21014	Snake River Economic Development Allian	11/17/2017	10.00
122441	738001	James Swank	11/17/2017	122.09
122442	879212	Uniforms 2 Gear	11/17/2017	189.26
122443	878957	Valli Information Systems, Inc.	11/17/2017	1,940.63
122444	832852	Wells Fargo Business Elite Card	11/17/2017	7,782.61
122445	242083	STATE OF OREGON DEPARTMENT OF	11/17/2017	313.50
Total for 11/17/2017:				61,789.52

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122446	033300	Argus Observer	11/22/2017	170.50
122447	UB*11362	JULIA BAYSINGER	11/22/2017	33.88
122448	626400	Campo & Poole Distributing, LLC	11/22/2017	5,310.87
122449	144000	Cascade Natural Gas Corporation	11/22/2017	269.07
122450	637830	Century Link	11/22/2017	775.16
122451	180798	CIS TRUST	11/22/2017	685.25
122452	&260	Four Rivers Cultural Center	11/22/2017	15,470.00
122453	376000	Idaho Power	11/22/2017	1,412.36
122454	413204	Kenworth Sales Company, Inc.	11/22/2017	95.85
122455	539200	Ontario Area Chamber of Commerce	11/22/2017	11,514.53
122456	702008	Staples Business Advantage	11/22/2017	142.74
122457	T6999	StopStick, Ltd.	11/22/2017	42.00
122458	785001	Treasure Valley Custom Upholstery	11/22/2017	300.00
122459	878957	Valli Information Systems, Inc.	11/22/2017	166.96
122460	288897	Verizon	11/22/2017	1,530.52
122461	863995	White Cloud Communications-Boise, Inc.	11/22/2017	1,852.00
122462	816602	Bank of New York Mellon	11/22/2017	273,865.42
122463	816602	Bank of New York Mellon	11/22/2017	295,420.66
Total for 11/22/2017:				609,057.77
ACH	PRFED	PAYROLL TAXES	11/24/2017	1,718.25
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/24/2017	429.45
ACH	PRPERS	OREGON PERS	11/24/2017	2,047.36
Total for 11/24/2017:				4,195.06
122464	SMITHK	KEVIN SMITH	11/27/2017	500.27
Total for 11/27/2017:				500.27
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	11/30/2017	2,022.65
ACH	PRAMERF	AMERICAN FUNDS GROUP	11/30/2017	500.00
ACH	PRCCIS	E B S TRUST	11/30/2017	56,893.57
ACH	PRFED	PAYROLL TAXES	11/30/2017	61,348.86
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTION	11/30/2017	250.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	11/30/2017	215.00
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/30/2017	16,703.24
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	11/30/2017	1,900.00
ACH	PRPERS	OREGON PERS	11/30/2017	74,789.45
122488	879059	Help Them to Hope	11/30/2017	2,500.00
Total for 11/30/2017:				217,122.77
122465	879130	Ani-Care Animal Shelter, Inc.	12/01/2017	1,370.08
122466	033300	Argus Observer	12/01/2017	192.40
122467	130624	B & W Car Wash	12/01/2017	9.00
122468	114239	Chris Bolyard	12/01/2017	206.50
122469	144000	Cascade Natural Gas Corporation	12/01/2017	4.35
122470	CASTROEL	Eleanzar Castro	12/01/2017	125.00
122471	879028	Dan Cummings	12/01/2017	35.00
122472	253897	Dustbusters, Inc.	12/01/2017	4,872.65
122473	405947	Ben Esplin	12/01/2017	206.50
122474	&260	Four Rivers Cultural Center	12/01/2017	3,974.94
122475	336088	Grossenbacher Brothers, Inc.	12/01/2017	340.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122476	420000	John Deere Financial	12/01/2017	36.10
122477	879191	Kristy's Custom Sewing	12/01/2017	49.00
122478	MALLEAM/	Mallory Mallea	12/01/2017	35.00
122479	Manairco	Manairco, Inc.	12/01/2017	255.66
122481	572000	Ontario Sanitary Service, Inc.	12/01/2017	444.38
122482	583450	State of Oregon Dept of Corrections	12/01/2017	2,360.00
122483	618100	Physicians Primary Care Center, Inc.	12/01/2017	234.00
122484	684622	Marcy Siriwardene	12/01/2017	35.00
122485	686822	Sprint	12/01/2017	103.94
122486	716553	St. Luke's	12/01/2017	80.00
122487	879212	Uniforms 2 Gear	12/01/2017	559.97
122489	539200	Ontario Area Chamber of Commerce	12/01/2017	3,600.83
122490	539200	Ontario Area Chamber of Commerce	12/01/2017	70.00
Total for 12/1/2017:				19,200.30
122491	037600	AT&T	12/08/2017	20.62
122492	130950	Cable One	12/08/2017	298.94
122493	626400	Campo & Poole Distributing, LLC	12/08/2017	3,942.51
122494	637830	Century Link	12/08/2017	511.18
122495	637828	Century Link Communications, LLC	12/08/2017	74.56
122496	878915	CH2M Hill OMI	12/08/2017	426,791.85
122497	173000	Chief Supply Corporation, Inc.	12/08/2017	454.00
122498	364000	Clarion Inn	12/08/2017	17.00
122499	UB*11363	JUAN CORONA GIL	12/08/2017	57.86
122500	540996	Wade Douglas	12/08/2017	70.95
122501	ELIZT	Tomas Elizondo	12/08/2017	74.99
122502	UB*11368	DEWAYNE ELSPERMAM	12/08/2017	26.83
122503	634311	Frazier Aviation, LLC	12/08/2017	425.00
122504	344128	City of Fruitland	12/08/2017	10,142.61
122505	UB*11367	FIDEL GONZALEZ	12/08/2017	97.68
122506	878973	Guardian Management Company	12/08/2017	254.15
122507	376000	Idaho Power	12/08/2017	1,492.70
122508	879191	Kristy's Custom Sewing	12/08/2017	69.00
122509	879250	Larsen Firearms	12/08/2017	860.00
122510	436000	Lindsay Eco Water	12/08/2017	12.00
122511	477523	Municipal Code Corporation	12/08/2017	1,909.93
122512	602320	NAPA Auto Parts	12/08/2017	42.99
122513	500400	Norco, Inc.	12/08/2017	67.08
122514	879219	NorthWest Recreation of Oregon	12/08/2017	8,778.00
122515	879166	Pitney Bowes Global Financial Services, LI	12/08/2017	953.25
122516	UB*11364	TERI \ AUSTIN ROBINSON \ WELKE	12/08/2017	33.75
122517	738001	James Swank	12/08/2017	81.59
122518	878931	Tire Factory of Ontario	12/08/2017	2,096.00
122519	879146	Toshiba Financial Services	12/08/2017	2,112.16
122520	788402	TransUnion Risk & Alternative Data Soluti	12/08/2017	140.30
122521	UB*11366	UPPER COUNTRY MOTORS	12/08/2017	87.60
122522	879151	Waste-Pro	12/08/2017	30.00
122523	UB*11365	CHELSEA WIDMER	12/08/2017	88.79
122524	774001	Wtechlink	12/08/2017	300.00
Total for 12/8/2017:				462,415.87
Report Total (177 checks):				1,873,723.51