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, MARCH 20, 2018, 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 March 16, 2018. 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) Adoption of Council Meeting Minutes: February 20, 2018
B) Adoption of Council Work Session Minutes: March 8, 2018

6) PRESENTATIONS

A) Revitalize Ontario Report
B) Code Enforcement Report
C) Grass Strip and Other Airport Happenings

7) OLD BUSINESS

A) Temporary Modular Lease at Ontario Airport: FBO Frazier Aviation
B) Contract Renewal with Larry Kitamura for Airport Property Use

8) NEW BUSINESS

A) Resolution #2018-116: Support for Splash Pad Grant Application from the Oregon Department of Parks & Recreation

9) PUBLIC HEARING

A) Ordinance #2737-2018: Annexation of Tax Lot 3500, Assessor Map 18S4705BD - Urban Growth Area Single Family Residential (RS-50) to City Single Family Residential (RS-50) FIRST READING

10) HAND-OUTS/DISCUSSION ITEMS

A) Check Register February - March 15, 2018

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

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.

CITY COUNCIL MEETING MINUTES
February 20, 2018

THE AUDIO/VIDEO EQUIPMENT FOR THIS MEETING WAS NOT IN SERVICE; THEREFORE, NO RECORDING OF THIS MEETING OCCURRED. MINUTES WERE PREPARED BASED UPON WRITTEN NOTES.

The scheduled meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Tuesday, February 20, 2018, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Dan Capron, Ramon Palomo, Tess Winebarger, and Marty Justus. Betty Carter was excused.

Members of staff present were Adam Brown, Tori Barnett, Larry Sullivan, Terry Leighton, Cal Kunz, Dan Cummings, and Dan Beaubien.

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

Marty Justus led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on February 16, 2018. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, WINEBARGER seconded, **TO ADOPT THE AGENDA AS PRESENTED.** Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

CONSENT AGENDA

WINEBARGER moved, PALOMO seconded, **TO ADOPT CONSENT AGENDA (A) MINUTES OF REGULAR MEETING OF JANUARY 16, 2018.** Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Roy Scott, Ernie's Electric, Ontario, was speaking in relation to the flyer that had been sent out with the UB statements. He wanted to know who wrote it and who approved it as it was his opinion that it was not truthful. Mr. Scott cited a statute that he claimed backed up his statement.

Mr. Brown stated he had written it and submitted it to the State of Oregon for approval. The city had been granted Safe Harbor on the flyer.

OLD BUSINESS

Ordinance #2736-2018: Registration and Fees for Derelict Structures – FINAL READING
Larry Sullivan, City Attorney, presented.

On December 19, 2017, the City Council enacted Ordinance #2733-2017, which created a new Chapter 2A of Title 7. That ordinance failed to include certain revisions proposed to Sections 7-2A-7 and 7-2A-8, which dealt with the registration of derelict structures and derelict structure registration fees. The purpose of Ordinance #2736-2018 was to make the revisions needed.

On February 8, 2018, the Council adopted Ordinance #2736-2018 on First Reading. This should be the last revision needed to complete and enforce the civil penalties ordinance.

CRUME moved, WINEBARGER seconded, **MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2736-2018, AN ORDINANCE AMENDING SECTIONS 7-2A-7 AND 7-2A-8 OF CHAPTER 2A OF TITLE 7 CONCERNING REGISTRATION AND FEES FOR DERELICT STRUCTURES, ON SECOND AND FINAL READING BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

NEW BUSINESS

Discussion of Resolution #2005-127: A Resolution Establishing Fees and Charges for Sewer Use Regulations, Sewer Service Rates and Charges, and Disposal of Septic Tank Sludge TABLED

Adam Brown, City Manager, stated this discussion item had been brought forward by Council Carter, who was unable to attend the current meeting. Therefore, he suggested tabling the issue until she was present.

WINEBARGER moved, CAPRON seconded, to table the action until the February 27, 2018 meeting. Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

Hangar Lease Transfer: 370 Alpha (Clyde and Aimee Esplin)

Dan Beaubien, Airport Manager, presented.

Clyde and Aimee Esplin purchased Hangar 370 Alpha at the Ontario Airport and would like a current Lease with the city. Keeping the Lease current maintained an uninterrupted cash flow to the city. Policy stated it was the responsibility of the city to approve the Lease transfer.

CRUME moved, CAPRON seconded, **THE CITY COUNCIL GRANT THE LEASE OF HANGER 370 ALPHA TO CLYDE AND AIMEE ESPLIN AS SET FORTH IN THE ATTACHED AGREEMENT.** Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

HAND-OUTS/DISCUSSION ITEMS

Check Register

Jan 3, 2018 – Feb 16, 2018 (attached)

Utility Billing Accounts to Collection

February, 2018 (attached)

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Capron asked about the status of the Marijuana Ad Hoc Committee. He was interested in setting up a “Meet-n-Greet” to kick the Committee off.

Councilor Capron asked about the System Development Charges. Were they hurting or helping?

Dan Cummings stated there had initially been a two year moratorium on the issue, and during that time no comments – to the good or to the bad – had been received. The biggest problem had been in collecting. It was such a small amount, there wasn’t enough funds to do any projects; however, if the funds were not spent within a 10-year time frame, they money had to be returned. Also, the funds had to be spent on very specific projects. His suggestion would be that if the 1% sales tax passes, to remove the SDCs and dedicate some of the tax revenue towards needed projects. A Traffic Impact Study could be done instead of SDCs, but was significantly higher in cost than the SDCs would be. The city was required to collect on one of the two.

Councilor Winebarger reminded everyone that she had attended an LOC Board meeting, and encouraged them all to read her subsequent email, which detailed all that had been discussed.

Councilor Justus reminded the Council of the upcoming Revitalize Ontario! mixer that would be held at Dinsmore Chiropractic Office.

Mayor Verini stated he realized that earlier in the meeting he allowed Mr. Scott to exceed the 3-minute time frame for speaking, but felt that due to Mr. Scott’s passion on the subject, it was important to hear what he had to say.

Larry Sullivan stated there was no correlation between the statute that Mr. Scott had cited in his comments and the actual issue.

Adam Brown stated he had been informed by the state that it was a requirement to put in the information of what would happen if the sales tax measure failed.

Adam Brown reminded everyone that they'd be holding the second Council meeting that month, on the 27th, with the big issue being discussion on NPDES.

Adam Brown stated they would be hosting a "community" gathering, inviting interested parties to participate in designing the city parks. It would be from 4-6pm on the 26th at the Cultural Center.

Mayor Verini confirmed that Mr. Brown was working on a follow-up flyer for the sales tax, and it would be going out in the Utility Billing statements.

Mr. Brown stated he had a draft off to the state for review, and was waiting to hear back.

ADJOURN

CRUME moved, PALOMO seconded, **THAT THE MEETING BE ADJOURNE**D. Roll call vote: Crume-yes; Carter-out; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

ACCEPTED:

____
Ronald Verini, Mayor

ATTEST

____
Tori Barnett, MMC, City Recorder

CITY COUNCIL WORK SESSION MINUTES
March 8, 2018

The scheduled Work Session of the Ontario City Council was called to order by Mayor Ronald Verini at 12:00 p.m. on Thursday, March 8, 2018, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Dan Capron, Betty Carter, Ramon Palomo, Marty Justus, and Tessa Winebarger.

Members of staff present were Adam Brown, Larry Sullivan, Kari Ott, Debbie Jeffries, Terry Leighton, Jason Cooper, Dan Cummings, Cliff Leeper, Betsy Roberts, Dallas Brocket, and Dan Beaubien.

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

Betty Carter led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on March 6, 2018. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Staff asked to include an update on parks planning following the COP update.

WINEBARGER moved, CARTER 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.

PRESENTATION

COPs

Maggie Wood, Chair, presented. *(Ms. Woods distributed a hand-out with COP stats outlined)*

Ms. Woods stated: *This is our 2017 hours report for our membership. Any questions on this? The update is kind of in your hands. We have been doing all of the activities listed, as well as patrolling. The group last August 19-20-21, worked, some of the worked two to three two-hour shifts each day. We were available around the clock for the eclipse. As we know, didn't have to be, but we were available for both police and fire during that time, and we continue to go out within these different times. So, no…..which is very good, it's obviously the way we want it, so, we feel that we have helped deter crime. There is one part in Ontario that we know we have to clean up, help clean up, until a recent graffiti bit with the release of the individuals who were doing that graffiti. But I request of each two-hour shift that they go through that park two to four times. Now I'm asking them to go three or five times per two-hour shift to keep people out of there. With our 318 registered sex offenders in town, I am very concerned, starting soon, the children will be everywhere and we are very tuned in to that particular problem. I continue to ride around with the real policemen in order to continue learning and finding out certain areas that we need to patrol more. Our business checks have continued. We don't always leave a little note in the door, but we do check them.*

Mayor Verini asked if there were any challenges that COPs were in need, be it personnel, or training?

Ms. Woods: *More people, yeah, and we'll constantly recruit to get more people. We just got one new one, got him trained. He will be going, well, he's already been going out. He's going to do four hours with a real police officer tonight. But, yeah, I would love more people so that we can go out more.*

Mayor Verini stated with regard to the 318 registered sex offenders, and his question was directed towards Adam or the Police Department, did the city have a unique situation as far as the number of sex offenders per thousand citizens compared to other cities? Did Ontario have any particular problems in that area for our community?

Mr. Brown stated he didn't have data on that, but it could be looked into.

Mayor Verini asked yes, he'd like the Council to know if there was a unique situation here. It appeared that it was a large number.

Ms. Wood: *It is a large number, and particularly, when you know there are another two hundred or so in the other towns. We, I learned what the signs are, and so I have passed that information to the other members. We know what to look for. If we see it, we keep driving by and driving by until they give us the international signal and drive off.*

Councilor Capron stated he was part of COPs, and they really needed more people. The more, the better. Maggie had all the paperwork to fill out for the background check. She didn't do the background check. That went through the Police Department. If someone wasn't accepted, it wasn't Maggie saying no. It was an official "you can't come."

Councilor Carter asked Ms. Woods if she'd ever done a recruiting process over at Snake River prison, to see if there were interested parties there.

Ms. Woods: *Yes, on three different occasions, I have sent information to them. One requested the other two I sent. It was supposed to have gone out on their email to all personnel on all three occasions over the last year.*

Councilor Carter suggested Ms. Woods contact Amber Campbell. She's the prison PIO. She could assist with getting that information out. She had not seen any emails on it.

Ms. Woods: *I've taken applications out there, as well as everything being emailed. We take Idaho people, too.*

Councilor Carter stated if Ms. Woods would give her some things, she'd get them to Amber.

Councilor Crume thanked Ms. Woods for the hard work. He saw the presence of COP around town. His business had many little placards placed on his door, checking to ensure his door was locked as it was supposed to. So far, he'd received no calls to go down and lock up. He really appreciated what she and her group were doing for the community.

OLD BUSINESS

Discussion: Resolution #2005-127, A Resolution Establishing Fees and Charges for Sewer Use Regulations; Sewer Service Rates and Charges; and Disposal of Septic Tank Sludge

Mayor Verini stated this had been brought to the Council's attention by Councilor Carter, and he knew that Adam Brown wanted to join in on it also.

Adam Brown, City Manager, stated it was a resolution establishing fees and charges for sewer use regulations. As they had spoken of this during the agenda prep meetings, a few things came up. One was carried over from a conversation in the Planning Commission meeting that he and Councilor Carter had attended, with regard to connecting new users to the system and that in some cases they had private wells that ended up in the city's sewer system. As they were exploring inflow and infiltration into the city's system, that could potentially be one of the sources of those wells. If someone had a well for irrigating, it was just going into the ground. But, if someone had a well for drinking water, that water was going to end up in the city's sewer system. It safe to drink because the city was not aggregators of arsenic like fish were, but for meeting the future NPDES permit, it posed a problem.

In the Agenda prep meeting two days ago, it was decided that they needed to compile a list of private wells that were going in, to so if there was any type of testing data that could show the inflow of arsenic into the system.

The resolution also contained the fees for the septic tank sludge, which had just recently been amended.

Mayor Verini stated it brought a few issues, one being that some citizens were hooked into the wastewater, but not into the drinking water system. Because that was going to be investigated, they'd find out who really was paying for the service, on the wastewater side, and if that was part of the problem with the contamination of the city's arsenic, it could be addressed.

Mr. Brown stated another issue that had come up at staff level about a month ago, was that a particular lot that Mr. Cummings would be speaking about later, had a private well, so when they had the sewer extended to their property, they were paying for service, but when they moved, and they didn't have to come in for water, they didn't have to come in for water, the new person it just comes on, and there's nothing to turn on for the sewer, so they were there not paying for the sewer service. Staff discovered it, and it was being investigated to see if there were any other residential or commercial lots that were the same way.

Councilor Carter asked with regard to the averaging how was that being done? That needed to be talked about when they averaged the water for the yearly and how often were the meters being read? Was it twice a year, or three times, or?

Betsy Roberts, City Engineer, stated the reads came in every three months.

Mr. Brown stated in addition, the city based the sewer rates on the winter usage, so it wouldn't include irrigation, but last winter was pretty fierce, and a lot of people ran their water so their pipes wouldn't freeze, which may have driven up the sewer rate costs. It would right itself in a dry year. October through March were the months used.

Councilor Carter asked if they'd be reviewing that, to see if that was the best time to average.

Mr. Brown stated it was the best time. It was the coldest months of the year and most were not irrigating during that time frame.

Councilor Justus verified the city's policy, currently, was that someone outside the city limits could tap into city water, but they couldn't tap into sewer, unless they were given permission.

Mr. Brown stated Mr. Cummings would be addressing that with the Council. It had been discussed at the Planning Commission meeting, and they had a recommendation for the Council.

Councilor Justus stated that Resolution #2005-127, was it that they needed to adjust the rates, or was it just telling them where or how the rules were for connection?

Councilor Carter stated she had wanted to revisit it because of the date. It was almost 13 years old.

Councilor Justus stated he understood that, but where they in the process of addressing it?

Mr. Brown stated staff had wanted to hear what Council or Carter had in mind, a good conversation was held during the Agenda prep meeting, and also with some things that had been discovered over the past month. There were some good things that would result from bring the resolution up for discussion.

PARKS UPDATE

Adam Brown, City Manager, stated they were on the fast track for updating the parks plan, and he'd done a lot of work on it. Ms. Roberts, CH2, had been assisting, including an intern and some help from their Boise office, along with Dan Cummings, and he wanted to share some of the survey results. He had been asked to do the survey at the charette, and in less than a week, 219 people had done the survey. Many community partners had shared the link, which was appreciated. The question was *"when you are considering new parks in this area, what are the top two items you would like to see more of"*. Of the 65% who answered, one wanted multi-purpose trails, 38% said updated playground equipment, and third was the regional sports complex. Several staff members were not even aware that a plan was on the books as it was done in 2003. The city had space to use, and they could get grants; however, many things had to line up with the state comprehensive outdoor recreation plan (SCOR) for the city to get grant funding. The other question was *"what type of activities or fields do we need more of in Ontario?"* 71.5% of those who responded chose a functioning pool as one of the two responses. From there, it was the gymnasium

(21.5%). Currently, the schools opened their gyms, during basketball season, from 5:00 a.m. to 11:00 p.m. That was followed by more shelters, sand volleyball courts, basketball courts, etc.

Councilor Carter stated on the 2003 complex, what information did he have on that?

Mr. Brown stated it identified the site. It was on Verde Drive/Washington Avenue.

Councilor Carter stated there was a scale model that was done on that area, a three or four-plex facility.

Mr. Brown stated it would depend on what they wanted to do out there. They made a “to scale” map with “to scale” fields for the charette, and they could fit a lot of ball fields and soccer fields that overlapped.

Councilor Carter stated a model had been designed by one of the inmates, through the TGVCCC program, and was at City Hall for a while, but now no one could find it.

Mr. Brown stated he hadn’t seen that particular one, but they had created their own with scaled fields.

NEW BUSINESS

Resolution #2018-113: Approve Bond Refunding B04003
Adam Brown, City Manager, presented.

On January 16, 2018, the Ontario City Council approved participation in bond bank refunding through Business Oregon and the State Public Works Fund. To continue with the refinancing of Bond Series B04003, the city has to pass a refunding resolution with accompanying documents. A resolution had to be adopted for this bond to be refunded, along with a Certificate of Incumbency, Certificate of Regular Meetings, and Payment Schedule. The city was estimated to save an approximate net present value of $595,800 by refunding bonds B04003 and G06004.

The timing of approval is critical as all documents had to be back to the State of Oregon by March 21st, and only the Council is authorized to refund bonds. If the Council opted to take no action, the city would continue with the current debt schedule and not realize any savings.

CRUME moved, PALOMO seconded, **THAT THE ONTARIO CITY COUNCIL APPROVE RESOLUTION 2018-113 FOR THE REFINANCING OF BOND B04003 AND APPROVE THE ONTARIO CERTIFICATE OF INCUMBENCY AND THE CERTIFICATE OF REGULAR MEETINGS.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Resolution 32018-114: Approve Bond Refunding G06004
Adam Brown, City Manager, presented.

On January 16, 2018, the Ontario City Council approved participation in bond bank refunding through Business Oregon and the State Public Works Fund. To continue with the refinancing of Bond Series G06004, the city has to pass a refunding resolution with accompanying documents. A resolution had to be adopted for this bond to be refunded, along with a Certificate of Incumbency, Certificate of Regular Meetings, and Payment Schedule. The city was estimated to save an approximate net present value of $595,800 by refunding bonds B04003 and G06004.

The timing of approval is critical as all documents had to be back to the State of Oregon by March 21st, and only the Council is authorized to refund bonds. If the Council opted to take no action, the city would continue with the current debt schedule and not realize any savings.

CRUME moved, CARTER seconded, **THAT THE ONTARIO CITY COUNCIL APPROVE RESOLUTION 2018-114 FOR THE REFINANCING OF BOND G06004 AND APPROVE THE ONTARIO CERTIFICATE OF INCUMBENCY AND THE CERTIFICATE OF REGULAR MEETINGS.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

~~Contract Renewal with Larry Kitamura for Airport Property Use~~ **TABLED**
Larry Sullivan, City Attorney, presented.

The updated version of the Contract only included a few new provisions, only intended to clarify things that he and Mr. Brown had discussed from the version in the Council packet. The original had the rent calculated on an annual basis. Because it was an 18 month lease, he recalculated it for that 18-month term, making it payable immediately. The rent that Mr. Kitamura had been paying in previous years was $801, so turning this into an 18-month lease increased it to $1,202 for the lease term, which was reflected in the hand-out before them. It also included $175 in City Attorney fees, which was the amount he'd spent communicating with Adam Brown with regard to the fact that Mr. Kitamura's lease had expired, he was still on the premises, he hadn't paid any rent for 2017, and he sent an eviction notice informing Mr. Kitamura that he had to vacate the property by March 1st. Mr. Kitamura contact Mr. Brown and negotiated for a one-time extension. The terms were essentially the same, except for that 18-month term and the $175 attorney fee, as appeared in the 2016 the Council approved.

As background on this action, a lease for land at the southern termination of the airport runway was renewed last on February 1, 2016. The one year lease expired on February 1, 2017, and was not renewed. A request to meet with the City Manager was sent from the City Recorder on June 19, 2017, and garnered no response. Notification of the lease expiration and request to make contact with the city was sent from the City Manager by certified mail on July 11, 2017. The tenant made one attempt to call the landlord. That call was returned unsuccessfully and the city never heard from him again. Mr. Kitamura was sent an eviction notice from the City Attorney in January 2018, and Mr. Kitamura made a visit to City Hall to work out a way to stay on the property.

Mr. Kitamura met with the City Manager, and expressed a desire to catch up his lease. They reached an agreement for an 18-month lease at the same rate as the prior lease, however, this lease would expire in August 2018. During that time, and after, the city would either bid the ground out for lease or come to a new agreement with Mr. Kitamura.

The lease rate was $300 per acre for 2.67 acres. An 18-month lease would be a total bill of $1,201.50, which would be upon signing. Proceeds of the lease went to the Airport. In addition, it was recommended that Mr. Kitamura pay for legal fees incurred by the city for the necessity to utilize the City Attorney for pursuing renewal of his lease Those legal expenses were $175.00.

The current lease was more than 13 months past due. The tenant needed to get caught up and the city needed to work on a new lease. The tenant continued to use the property after the expiration of his lease, so the lease renewal should date back to the end of the last lease. The Council had to approve all land leases.

If the Council chose to take no action, staff would continue with the eviction proceeding and collection of past lease amounts due as well as legal expenses.

Councilor Capron asked when the original lease started.

Mr. Sullivan stated Mr. Kitamura had worked out an arrangement with a former Airport Manager to take over possession of a portion of the property connected with the Airport, on an oral lease, and he'd been doing that for several years. When that was brought to the Interim City Manager's attention, that was reduced down to a written lease in 2016. He believed that was the first year of an actual written lease. After that expired, Mr. Kitamura stayed in possession.

Larry Kitamura, Ontario, stated: ***(HARD TO HEAR HIM SPEAK)*** *My brother Rick and I have been farming since 1986. Since 1986, we've been farming Murakami Farms, and had a lease with them. I didn't know until today that property we were talking about, there's no legal description on this. I didn't have time to make copies.*

Mayor Verini stated they had a map.

Mr. Kitamura: *It's less than three acres. And the first time it was brought up was in 2016 that I should pay rent on some property leased to the farm. There's been an old standing agreement, I thought it would be written, but some of the property that we're talking about it was equipment for Murakami. The property we're talking about now, there's also….(someone coughed)…mentioned earlier with Alan Daniels, we took out some fence and some ditches and we were able to use this property, farm this property we're talking about, for no cost, but we had nothing written. Until in 2016, then it was okay. We still paid rent to Murakami Farms, Inc. We called the courthouse and the clerk said that in 1969 Clarence Lee and Sig Murakami had an agreement, that changed to the city. But, there was no record of a stipulation in the past, when they started farming in 1986 with Murakami, we would pay Murakami Farms, Inc., and they would always pay the City of Ontario rent for this property that we were farming. This property here we used to farm and irrigate. This has always been equipment. Now the property we're talking about now includes the equipment in, previously 1956, this has always been an equipment yard year. This is less than 2.6 acres we're talking about. This has always been equipment land, and we've always rented from Murakami Farms. We've had insurance. Even with them, it's been verbal. But they always said verbally this was something that they agreed on when they sold Murakami, Murakami Farms sold to the City of Ontario about an ongoing lease. It was really expensive insurance and the water rights came up and the time, remember Shigo Wada? He said that they cut the water off of us because we had this well and this water from the old Owyhee, so you have no water rights. We had to look up water rights one year, in 1990. It had so many acres of water rights, but the main source of water was a well, which was shared with the city. So you might remember that one. Maintaining the well which was owned by Hollingsworth, but we were farming it then, until last year, when it got sold. That was another ten acres. But going back to what we were talking about, this property here, there's some long-standing verbal agreement on this one acre. The first time I saw this lease, it encased the whole equipment yard. But this had been here for over 35 years, as an equipment yard. For 30 years, we've been using the property, and still paying Murakami Farms, I think there's some kind of agreement with Murakami Farms, Inc., that I was trying to pursue further. I want to be fair with the city. I'm all for the city and doing it right. But there were some verbal agreements, and hopefully there's some record showing that. Before you vote on this one, I think I need a little more time to clarify a few things and then also to get the legal descriptions so the insurance company can provide insurance for our farm. The 2.6 on the contract….Butler Boulevard….SW 18th….the rest of Highway 201. This property here, it's like one acre, and it's been an equipment yard for a long time. This is the one I thought we were talking about all this time, in 2016, and for $801 or whatever it was, and our discussion was I guess I'll pay it, I should pay rent, but I thought we were just talking about this, not the whole property. Now that I see this on paper, once I looked on Google Earth, you're talking about the whole section. I think this was grandfathered in for Murakami Farms. I need more time to clarify boundaries and….bid amount, and I think that's some of the discussions I had with Adam. It seems a little excessive, the $300 an acre for non-watered ground. I don't know what you rent ground for, if there were other areas to compare with. We brought that up. I'd like to have you reconsider some of this, and I want to do it right. I have paid once, in 2017, the same rent amount, and verbally we talked about maybe that's a little excessive, that's why I hadn't paid for it. But, it was my fault for not resolving it earlier. Getting a court order to get kicked off, I seriously wanted to make it right with the city. Need some clarifications that needed to be pursued further.*

Mayor Verini stated it appeared he wanted them to go back to the drawing board.

Mr. Sullivan stated rather than tabling this action, the other option, if the Council was satisfied with the presented terms, go ahead and approve it. Mr. Kitamura could always decline signing, and bring some changes back to the Council. That would avoid having to go through all this again.

Mayor Verini confirmed that Mr. Kitamura understood what Mr. Sullivan was suggesting – if the Council was in agreement, they would approve the lease, but if Mr. Kitamura was not in agreement, he did not have to sign it, and he could discuss it with Mr. Sullivan and Mr. Brown to try and work out the challenges and those would come back to Council.

Mr. Kitamura:…*bring this to the Council, but they'd all have to vote on it, on anything you do or talk about, and that's fine. I want to make it right. But I want to do it where everybody can hear it. There's more to this, on this.*

Mayor Verini stated that's what they'd hear the next time around.

Mr. Kitamura: *I still want to know how they came up with $300 an acre for ground without irrigation.*

Mr. Brown stated this lease was 99% the same lease that had been approved and signed in 2016. He asked Mr. Kitamura how the remediation of the environmental spill on the city property was going. The spill he'd spoken with him about that he said he was working with DEQ on?

Mr. Kitamura: *Not on this property.*

Mr. Brown stated it was his understanding that it was on the city property.

Mr. Kitamura: *No, not this part. That was a different spill, off 18th. That's why the city helped him out on that diesel spill. That was maybe another mile east of this property. The Fire Department helped tremendously. I know I owe, to do it right.*

Councilor Justus asked how much time he would need to get the answers all in one place - two weeks, a month, two months?

Mr. Kitamura: *I don't know, a week? I'm just going to talk to Tori, she might possibly have records….at the County Courthouse they didn't have any record. They just told me that the Deeds were changed, all in 1969, but there is something verbal about it because I know the lease is something that I was always told and I always paid Murakami Farms anyway.*

Councilor Justus stated if the Council tabled this to the next meeting, would he be willing to come back and present the information he had, and then the Council could vote on the Lease. He wanted to treat Mr. Kitamura fair, too.

Mr. Kitamura: *I appreciate that. I know time is important and this is a small amount, but I appreciate that, very much. Yes, I would be interested in coming back.*

CAPRON moved, CARTER seconded, **THAT THE COUNCIL TABLE THIS ACTION UNTIL THE NEXT CITY COUNCIL MEETING**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Housing Incentive Program Application
Adam Brown, City Manager, presented.

The Business Loan Committee was the reviewing and recommending authority for the City of Ontario Business Loan Fund and, as such, was the Committee tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments.

The City Council, under Resolution #2018-111, updated the City of Ontario Business Loan Fund codes under Section 11, a Housing Incentive Program, to promote new housing development with the city limits of Ontario. This application was the first application under the new Housing Incentive Program.

Mr. Dave Thompson was requesting approval of his application for the $10,000.00 Incentive on a new home to be located at 718 Reiter Drive (Lot 23 of Sage Ridge Place Subdivision). The proposed dwelling would be 1,730 square feet with two (2) bathrooms and a 780 square foot, two-car garage.

The application was deemed to be complete by the Community Development Director, and met or exceeded the minimum requirements of Section 11 of the Business Loan Fund code. On March 5, 2018, the Business Loan Fund Committee met, reviewed the application, and ultimately recommended approval to the City Council. If the Council approved the action, the City Manager would have the Agreement signed by all parties authorizing the Building Department to issue a permit under said Agreement.

If approved, the city would pay the incentive out of the Business Loan fund in the amount of $10,000.00, which would be paid back to the fund through the city's portion of the property taxes collected on the property and dwelling approved under this application.

Time was of the essence on this application as the applicant wanted to pull a building permit and start construction as soon as they received their approval.

Councilor Crume stated he questioned himself on the city's repayment from the taxes. Would they be using the entire tax amount of property and home, or just the improvements like the home?

Mr. Brown stated it would be the increment of the improvements. The city would keep the land value and would just use the improvement value to pay.

Councilor Justus asked how long it would take to get the $10,000 repaid.

Mr. Brown stated he thought it would be between six to 10 years, which was the term on the fund for businesses, too.

JUSTUS moved, PALOMO seconded, **THAT THE ONTARIO CITY COUNCIL APPROVE THE APPLICATION OF DAVID THOMPSON FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF $10,000.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Financial: Monthly Report: Jan, 2018
Kari Ott, Finance Director, presented. (Report attached)

Fire & Rescue: 1st Quarterly Report, 2018
Terry Leighton, Fire Chief, presented. (Report attached)

Recreation: 1st Quarter Report, 2018
Debbie Jeffries, Recreation Manager, presented. (Report attached)

HAND-OUTS/DISCUSSION ITEMS

Department Stats
Ontario Fire & Rescue: Feb, 2018 (Attached)
Public Works: Feb, 2018 (Attached)
Ontario Police: Jan, 2018 (Attached)
Code Enforcement: Jan, 2018 (Attached)

Agenda
SREDA: Mar 6, 2018 (Attached)

Minutes
County Court: Feb 21, 2018 (Attached)
SREDA: Feb 7, 2018 (Attached)

Mayor Verini asked if there had been any talk of meetings for the transload facility.

Mr. Brown stated no, to his knowledge they had not met. He saw they distributed an RFP for engineering services that they wanted back within nine days of releasing it. That's the only contact from them that he was aware of.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Capron stated he had been meeting with various Councilors, one-on-one, and he and Marty had been sitting downtown and some people had come by complaining about the pigeons in the area. He agreed that something needed to be done.

Mr. Brown stated he had dealt with this type of thing before, but it had been Starlings. There were flashbangers they could use, but he didn't know how that would affect pigeons. It wouldn't hurt the birds; it made it an undesirable place to roost.

Mr. Sullivan stated there was a product called OvoControl that was birth control for birds.

Councilor Justus asked that the information be sent to him.

Councilor Winebarger stated the hospital renovations were almost completed, so the 14th at 4:00 was the Open House. They also began work on the CCU.

Councilor Justus stated 2nd & Vine was hosting a meatball cook-off April 7th at 4:00 p.m. to benefit Project Dove. Four Rivers Community School's Culinary Class was going to be in the challenge.

Councilor Carter stated Councilor Justus if they could have a presentation from Revitalize Ontario! Committee.

Councilor Justus stated absolutely. They had the conversation with Mr. Brown yesterday, and Kayla [Kirksey] was on the Agenda for the next meeting. Also, if anyone had not "liked" Revitalize Ontario! on your Facebook page, please do that.

Councilor Carter stated they held a pool meeting last Tuesday. The Splash Pad was moving forward. There were some new designs coming out. Everything was moving forward, and she thanked all the sponsors. Thank you notes would be posted soon.

Mr. Brown stated the Osakasayama students would be arriving on Saturday. They'd be here for two weeks. They'd be coming to City Hall on Thursday.

Mayor Verini stated on Tuesday there would be a reception for the students at Four Rivers Cultural Center, beginning at 6:00p.m. He encouraged participation by the Council and city staff at that event.

Councilor Crume asked about the construction calendar for the Splash Pad.

Councilor Carter stated that was not determined yet, but the hope was to have it up and rolling by June 1st.

Adam Brown stated some modifications had been made to the plan to accommodate power lines. It was tough to do a project with so much in-kind services and donations. It was a great problem to have, but it was not easy. The City Engineer had brought on help from CH2M, and inside Project Manager. The survey was now completed, thanks to Dan Cummings and his former co-workers at CK3, the drone imagery would be put on line.

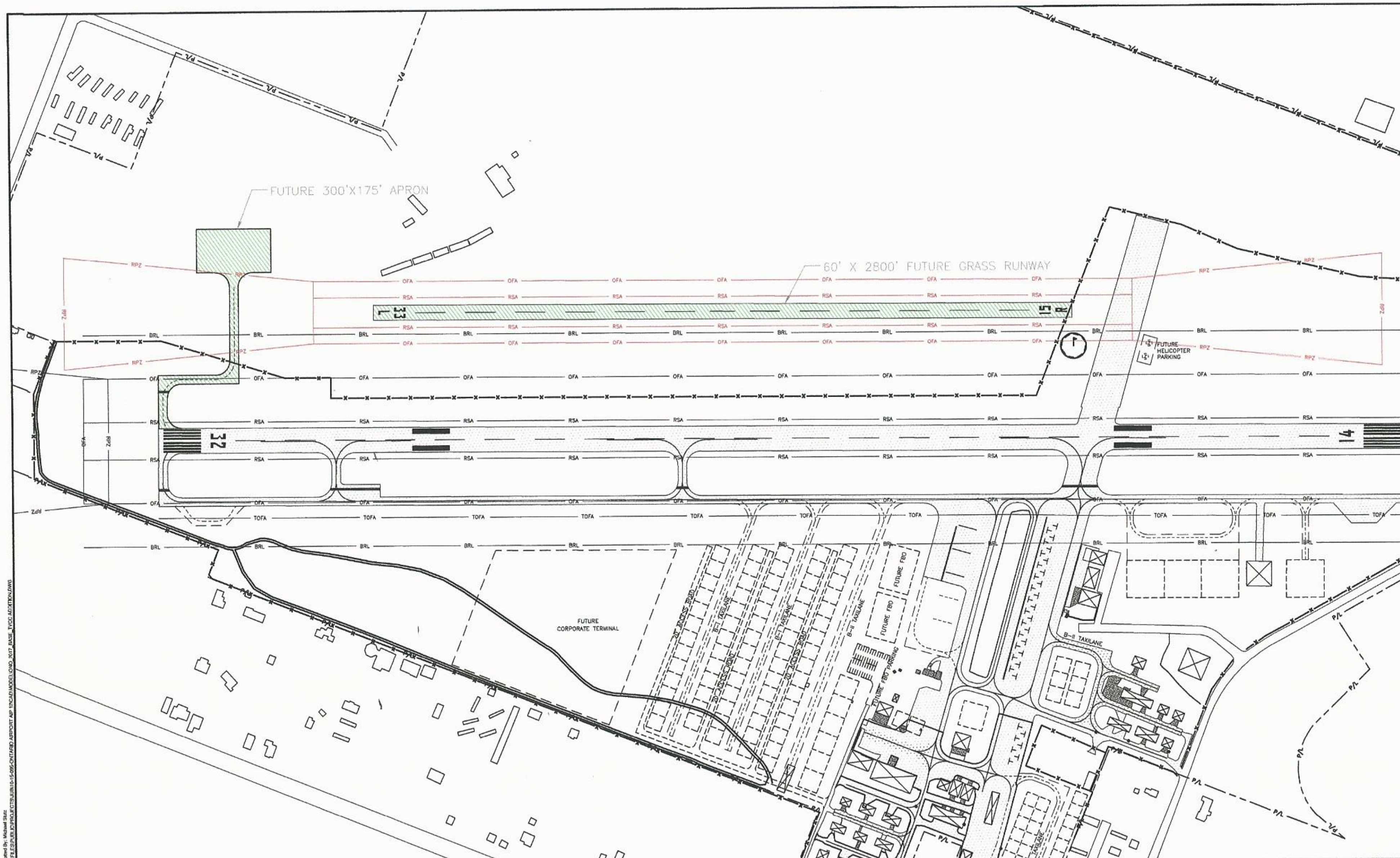
ADJOURN

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: **ATTEST**

______________________________ ___________________________________

Ronald Verini, Mayor Tori Barnett, MMC, City Recorder



Plot Date:11/3/2017 8:41 AM Plotted By: Michael Stutz
Date Created:7/27/2017 \\BOISEFILES\PUBLIC\PROJECTS\JUB\10-15-095-ONTARIO AIRPORT AIP 13\CAD\MODEL\ONO_2017_BASE_TVCC ADDITION.DWG

LAST UPDATED: 11/3/2017
PLOT DATE: 11/3/2017
FILE: ONO_2017_BASE_TVCC ADDITION

J-U-B ENGINEERS, INC.

GRASS RUNWAY ADDITION

ONTARIO MUNICIPAL AIRPORT

Aerospace Career Exploration
ACADEMY

For Teenagers, Parents and Teachers!

STEM through the lens of Aviation

Choose a location near you

Boise, ID June 13-15
Tammy Schoen
Division of Aeronautics
3483 Rickenbacker St
Boise, ID 83705
208-334-8775
tammy.schoen@itd.idaho.gov

Hayden, ID June 13-14
Darcy McInturff
17786 E Canary Creek Rd
Cataldo, ID 83810
208-661-9241
DarcyMcInturff@aol.com

McCall, ID June 13-14
Rob Tucker
PO Box 1230
McCall, ID 83638
208-908-0120
Rob@InterEd.com

Midvale, ID June 13-14
Katie Baker
2245 Airport Rd
Midvale, ID 83645
208-863-0688
KatieChamp22B@gmail.com

Ontario, OR June 13-14
Barbara Brody
581 SW 33rd St
Ontario, OR 97914
909-215-0678
Barbara.Brody@OregonState.edu

Smelterville, ID June 13-14
Richard Abers
926 Airport Rd
Smelterville, ID 83868
207-952-1649
Redee767@gmail.com

Twin Falls, ID June 13-14
Mark Doerr
3513 E 3985 N
Kimberly, ID 83341
208-308-1852
Mark@PAviation.com

AGENDA REPORT
OLD BUSINESS
March 20, 2018

TO: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: TEMPORARY MODULAR LEASE AT ONTARIO AIRPORT: FBO FRAZIER AVIATION

DATE: March 12, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TEMPORARY LEASE FOR THE MODULAR AT THE AIRPORT AS PRESENTED.

SUMMARY:

A modular building has been placed at the Ontario Airport in accordance with the Federal Aviation Administration and unanimous approval of the Ontario Airport Committee to provide much needed space.

BACKGROUND:

This is the third time that this modular has come before the City Council in an effort to secure a temporary land lease. It was tabled the first time so records could be obtained to insure any and all late payments to the city could be reconciled.
The second time it was brought to the City Council for approval it was tabled due to language in the contract stating that the rate was too low and the time it has been already at the Airport should be paid even though it was not in use.

Both of these issues have been resolved.

CURRENT SITUATION:

After meeting with the City Attorney, City Manager, City Community Development Director, Airport Manager, Fixed Base Operator and his attorney, it was mutually agreed to move forward with the temporary land lease between Frazier Aviation and the City of Ontario. A revised lease was drawn up and agreed by all parties and is attached to this action.

ANALYSIS:

A. **<u>FINANCIAL</u>** Additional leases at the airport brings additional revenue to the city.

B. **<u>TIMING</u>** Before it can be put into full use it needs adequate access, a ramp, skirting and paint. These are waiting on the approval of a lease with the city before beginning work on the necessary projects.

C. **<u>POLICY/LEGAL</u>** It is policy that the City Council approve all leases at the airport.

<u>ALTERNATIVES:</u>

The City council Could elect not to grant the lease.

<u>RECOMMENDATION:</u>

Staff recommends approving the lease as presented.

<u>ATTACHMENTS:</u>

1. Frazier LLC Ground Lease-Proposed Final
2. Exhibit "A" -Modular Map #2
3. Modular Location Map
4. FBO Modular Purchase Statement
5. Modular Color Map
6. Modular Insurance Statement

LEASE AGREEMENT
Ground Lease

THIS AGREEMENT made and entered into this____ day of ____________________, 2018, 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 upon which Tenant placed a modular building on July 1, 2017; and

WHEREAS, in order to make use of the ground subject to the lease, Tenant must obtain from Landlord a Temporary Use Permit under Chapter 10B-35 of the Ontario Municipal Code (the "Temporary Permit"), which Landlord has tentatively granted for two years from the date of the approval of this lease by the Ontario City Council.

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. The lease shall commence on July 1, 2017, and shall continue through the term of the Temporary Permit granted to Tenant by Landlord, terminating two years from the date of issuance of the Temporary Permit on March ____, 2018. If Tenant wants to extend the lease beyond that date, Tenant must apply for an extension of the Temporary Permit prior to its expiration.

2) Tenant shall pay to the Landlord as yearly rent the sum of **FIFTEEN CENTS (15¢)** cents per square foot of the Property retroactive to July 1, 2017, 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 **5,906 square feet** for the purposes of determining the annual rent herein and which is **$885.90**. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the sum of $885.90, which is the annual rent from July 1, 2017 to June 30, 2018. The following year's rent, including any adjustment under paragraph 3 below, shall be due and payable on July 1, 2018. On or before July 1, 2019, Tenant shall pay the final rent payment due, prorated to the expiration of the Temporary Permit, which is also the expiration date of the lease. If the lease is extended beyond that date by mutual agreement of the parties, Tenant must pay the rent for any extended term, plus any adjustment under paragraph 3, at the beginning of the extension period.

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 use and maintenance of Tenant's modular building, and for storage.

5) Any other improvements on the Property shall be completed solely with Tenant's labor and at Tenant's expense and must be approved in writing by Landlord prior to commencement of said improvements 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 to maintain and keep in repair the landing area of the airport and all public facilities of the airport. The Landlord shall maintain the common areas at the airport as necessary to comply with FAA regulations.

10) A. 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.

B. The pre-existing Airport Layout Plan reserves a portion of the Property for a new hangar. If, prior to the expiration of the lease, the Landlord determines that there is a need to construct the hangar on the Property in accordance with the Airport Layout Plan, the Landlord may terminate the lease upon 60 days written notice to Tenant and require Tenant to remove the modular building from the Property. In the event the lease is terminated on this basis, Landlord shall allow Tenant to move to modular building to another location on the airport provided there is another location available and the relocation does not interfere with the existing airport layout plan, or violate any ordinance or FAA regulation.

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) Except as provided in paragraph 6, 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 the modular building and all improvements 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) Except as provided in paragraph 6, 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:

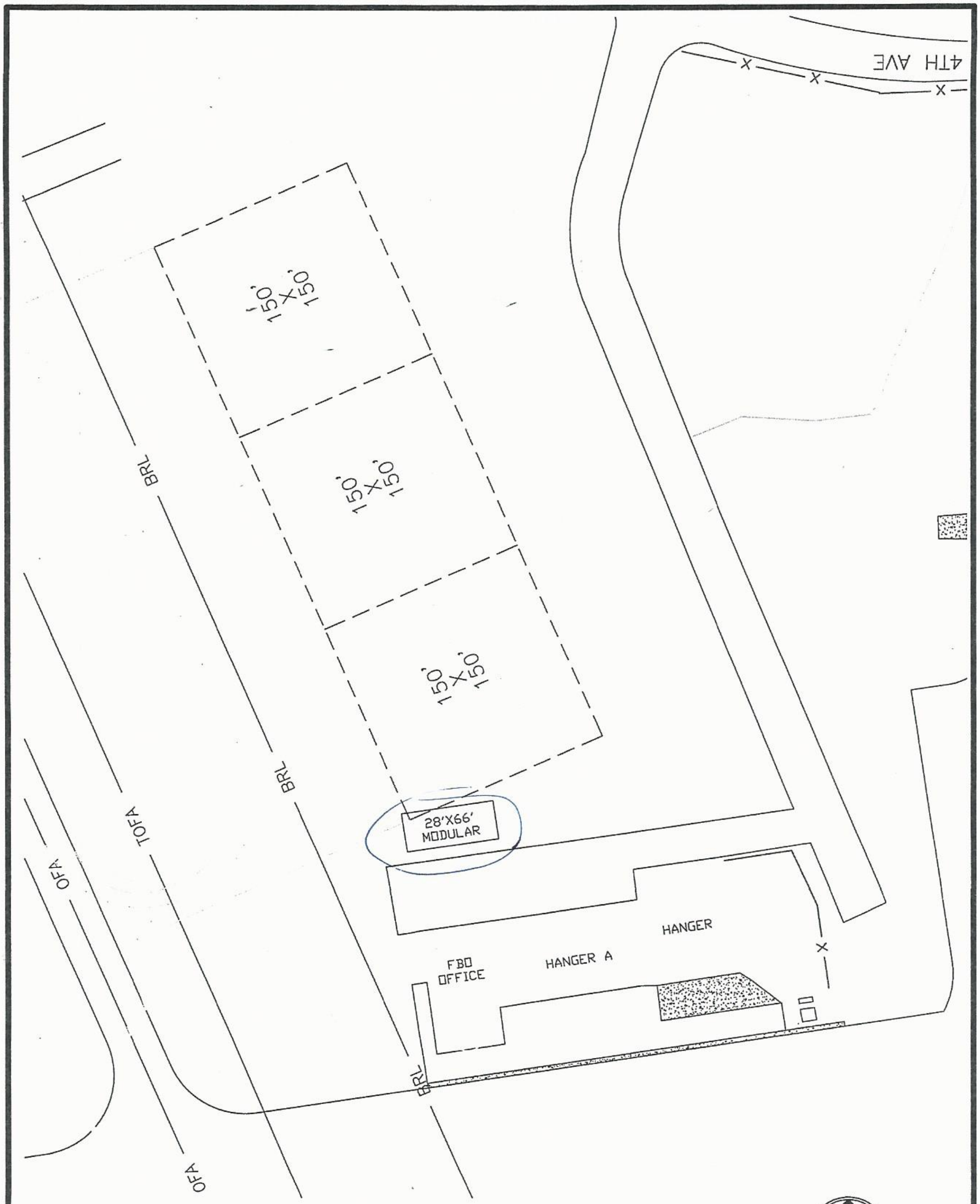
CITY OF ONTARIO, OREGON	ATTEST
By:	
______________________________	______________________________
Ronald Verini, Mayor	Tori Barnett, MMC, City Recorder

TENANT:
FRAZIER AVIATION, LLC
By:

____
Tommy Frazier, Member

Exhibit A ?

PROPOSED
AVIATION ~~SCHOOL~~ meeting rooms



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

Exhibit "A"

Hanger Lease

City of Ontario
Municipal Airport,
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

Jana Iverson, Ph.D.
Superintendent
Nyssa School District

PROPOSED FBO OFFICE SPACE & STORAGE

NEW FBO LEASE:

BUILDINGS AREA:	1,848 SQ.FT.
LAND AREA:	4,058 SQ. FT.
TOTAL LEASE AREA:	5,906 SQ. FT.

PARKING REQUIREMENTS:	
EXISTING BUILDINGS:	30
NEW FBO BUILDING:	6
TOTAL USED:	36
AVAILABLE:	77+ (3-ADA)

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

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,

Nancy M. Schreiber

Nancy Schreiber

AGENDA REPORT
OLD BUSINESS
March 20, 2018

TO: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: CONTRACT RENEWAL WITH LARRY KITAMURA FOR AIRPORT PROPERTY USE

DATE: March 16, 2018

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL RENEW THE LEASE BETWEEN MR. LARRY KITAMURA AND THE CITY OF ONTARIO AS PROPOSED IN THE LEASE DOCUMENT AND TO INCLUDE PAYMENT OF THE COST OF LEGAL EXPENSES OF $175.00 AS A CONDITION OF THE LEASE RENEWAL.

SUMMARY:

A contract for land use on the south end of the Ontario Airport Runway expired in February 2017. Attached is a catch-up lease to bring the tenant current with his use of the property.

On March 8, 2018, the Council heard comment from Mr. Kitamura, who requested additional time to do research on the property and to review the proposed contract in more detail. Council agreed to table the action to the next meeting.

BACKGROUND:

A lease for land at the southern termination of the airport runway was renewed last on February 1, 2016. The one year lease expired on February 1, 2017 and was not renewed.

A request to meet with the City Manager was sent from the City Recorder on June 19, 2017 and garnered no response. Notification of the lease expiration and request to make contact with the city was sent from the City Manager by certified mail on July 11, 2017. The tenant made one attempt to call the landlord. His call was returned unsuccessfully and we never heard from him again.

Mr. Kitamura was sent an eviction notice from the City Attorney in January 2018. He made a visit to City Hall to work out a way to stay on the property.

CURRENT SITUATION:

Mr. Kitamura has met with me and expressed a desire to be caught up on his lease. We agreed to an 18 month lease at the same rate as the prior lease. This lease will expire in August 2018.

Between now and then we will either bid the ground out for lease or come to a new agreement with Mr. Kitamura.

I'm asking that Mr. Kitamura pay legal costs associated with pursuing renewal of his lease.

ANALYSIS:

A. **FINANCIAL** The lease rate is $300 per acre at 2.67 acres. An 18 month lease will be a total cost of $1,201.50 which will be due upon signing.
   Proceeds of the lease go to the airport.

   Also, it is recommended that Mr. Kitamura pay for legal fees incurred by having to contact him using the city attorney. The legal expenses were $175.00.

B. **TIMING** The lease is more than 13 months past due. The tenant needs to get caught up and we need to work on a new lease. The tenant continued to use the property after the expiration of his lease, so the lease renewal should date back to the end of the last lease.

C. **POLICY/LEGAL** The City Council must approve all land leases.

ALTERNATIVES:

Take No Action -
If the Council chooses to take no action, we will continue with the eviction proceeding and collection of past lease amounts due as well as legal expenses.

RECOMMENDATION:

The City Manager recommends renewal of the lease between Mr. Larry Kitamura and the City of Ontario as proposed in the lease document and to include legal expenses of $175.00.

ATTACHMENTS:

1. Kitamura Lease 2017 to 8.2018
2. Contract Renewal Map - Kitamura
3. Lease Map_WS_Kitamura

GROUND LEASE

Date: ____________________________, 2018.

Between: CITY OF ONTARIO, OREGON ("Landlord")

Address: 444 SW 4th Avenue
Ontario, OR 97914

And: LARRY KITAMURA ("Tenant")
Address: 151 Lauren Drive
Ontario, OR 97914

Landlord leases to Tenant and Tenant leases from Landlord 2.67 acres of bare land at the southeast corner of the Ontario Airport, identified as parcel 1A and the south part of parcel 1B on the Airport Layout Plan page 8, appearing on the map attached hereto as Exhibit "A" (the "Premises") on the terms and conditions stated below:

SECTION 1. Tenancy

The lease term is for 18 months in duration, commencing on February 1, 2017, and terminating on August 1, 2018, unless extended in writing by mutual agreement of the parties. Tenant has been in possession of the Premises since February 1, 2017, as a holdover Tenant.

SECTION 2. Rent

Tenant shall pay to Landlord the sum of $1,202 for the 18 month term (2.67 acres@$300/acre on an annual basis), payable upon the execution of this lease, plus the additional sum of $175 for city attorney fees. The rent for any written extension of said lease shall be $801 per year, prorated for any extension that is for a term that is not annual.

SECTION 3. Use of the Premises

3.1 Permitted Use. The Premises consists of bare ground upon which Tenant may use for agricultural purposes only and for storing equipment for farm use.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(a) Because the Premises is adjacent to the Ontario Municipal Airport, Tenant shall refrain from using or storing any equipment or other items that extend more than 15 feet above the ground.

(b) Tenant shall maintain the Premises in a clean and sightly condition, and shall not use the Premises for storing inoperable equipment or junk.

(c) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(d) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless Tenant pays the additional cost of the insurance.

(e) Refrain from any use that would be reasonably offensive to other owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(f) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

SECTION 4. Repairs and Maintenance

4.1 Landlord's Obligations. Landlord shall have no obligation to make any repairs or incur any maintenance expenses for the Premises. Any repair on maintenance expenses on the Premises shall be solely the Tenant's obligation.

4.2 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times.

SECTION 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant.

SECTION 6. Insurance

6.1 Insurance Required. Tenant shall be responsible for maintaining any fire and property damage insurance on its personal property located on the Premises.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

SECTION 7. Utilities

Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises.

SECTION 8. Liability and Indemnity

8.1 Liens

(a) Except with respect to activities for which Tenant is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any 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 18% 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.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety 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.

8.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

8.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: comprehensive general liability insurance in a responsible company with limits of not less than $1,000,000 for injury to one person, $3,000,000 for injury to two or more persons in one occurrence, and $1,000,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 8.2, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

SECTION 9. Quiet Enjoyment

9.1 Landlord's Warranty. Landlord warrants that it has the right to lease the Premises. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

9.2 Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

SECTION 10. Termination Without Cause.

Either party may terminate this lease without cause, upon delivering to the other party a written notice of termination at least thirty days prior to the termination date.

SECTION 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten days of the due date.

11.2 Default in Other Covenants. 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 20 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 within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 10 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.

11.4 Abandonment. Failure of Tenant for 20 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

SECTION 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, 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 liability for damages and without having accepted a surrender.

12.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

12.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(a) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 12.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

12.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

12.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 18% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

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

SECTION 13. Surrender at Expiration

13.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver the Premises in the same condition as at the commencement of the lease. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Prior to expiration or other termination of the lease term Tenant shall remove all equipment, furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

SECTION 14. Miscellaneous

14.1 Nonwaiver. 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.

14.2 **Attorney Fees**. 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 costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 **Notices**. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 **Succession**. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 **Recordation**. This lease shall not be recorded without the written consent of Landlord.

14.6 **Interest on Rent and Other Charges**. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 18% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

14.7 **Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

EXECUTED ON DUPLICATE ORIGINALS on the date first above written.

Landlord:

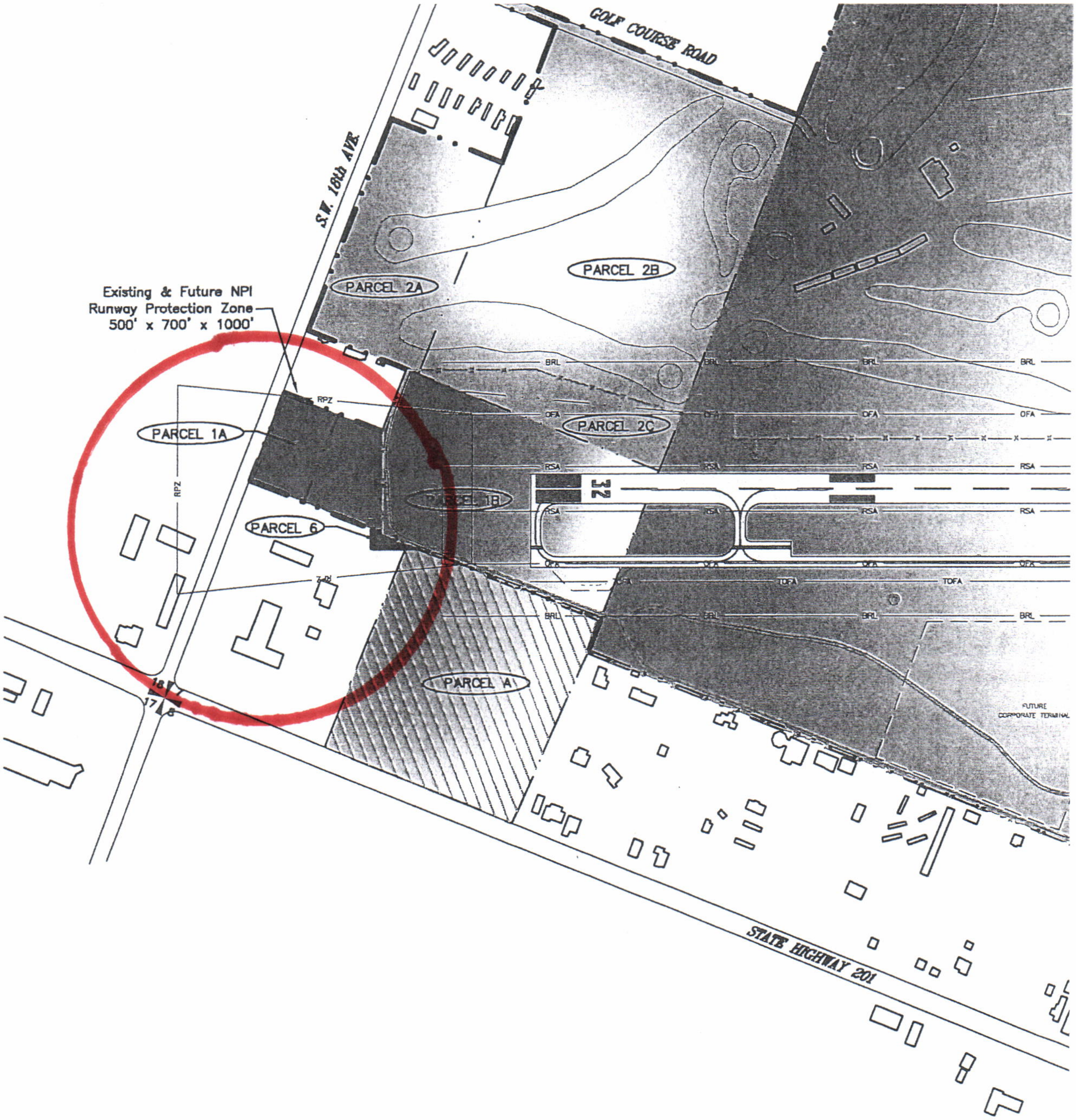
CITY OF ONTARIO

By:	Attest:
____________________________	____________________________
Ronald Verini, Mayor	Tori Barnett, MMC, City Recorder

Tenant:

____

LARRY KITAMURA



AIRPORT PROPERTY OWNERSHIP INFORMATION

LAND PARCELS					INTEREST	RECORDING				FEDERAL
PARCEL	OWNER	PREV. OWNER	TAX LOT NO.	ACREAGE		Book	Page	Date	INSTR. NO.	
1A	CITY OF ONTARIO	MURAKAMI FARMS	3001	1.46	FEE		*	4/8/69	97195	FAAP-
[illegible]	CITY OF ONTARIO	S. & M. MURAKAMI	3001	12.66	FEE	*	*	4/8/69	97196	FAAP-
2A	CITY OF ONTARIO	TSURUYO NISHI ET VIR	3400	7.08	FEE	*	*	12/16/41	6061	AP-4
[illegible]	CITY OF ONTARIO	IDA WATANABE ET VIR	3300	23.54	FEE	*	*	12/15/41	6062	AP-4
[illegible]	CITY OF ONTARIO	RAYMOND HASHITANI	3200	1.85	FEE	*	*	12/16/41	6060	AP-4
[illegible]	CITY OF ONTARIO	MALHUER CO.	4100	281.03	FEE	38	437	2/15/35	98480	AP-4
[illegible]	CITY OF ONTARIO	MALHUER CO.	4100	10	FEE	39	428	10/1/35	101054	AP-4
[illegible]	CITY OF ONTARIO	A.W. CONOVER	4100	5	FEE	51	421	8/4/42	11314	AP-4
[illegible]	CITY OF ONTARIO	EST OF BELLE LEES	4100	18.8	FEE	52	355	5/29/41	*	AP-4
4A	CITY OF ONTARIO	Wm. TOEDTER	500	9	FEE	*	*	2/20/42	7103	AP-4
[illegible]	CITY OF ONTARIO	C.H.& EDNA TOEDTER	500	N/A	EASEMENT	*	*	8/18/70	114094	FAAP-
[illegible]	CITY OF ONTARIO	MONTGOMERY/SNOW	500	36.81	FEE	*	*	7/2006	*	N/A
[illegible]	CITY OF ONTARIO	STATE LAND BOARD	800	3.71	FEE	52	109	3/22/41	*	AP-4
[illegible]	CITY OF ONTARIO	MURAKAMI & LEE	*	N/A	EASEMENT	141	371	3/5/69		FAAP-
7	SNAKE RIVER SPORTSMAN	CITY OF ONTARIO	700	29.13	FEE	*	*	9/6/06	2006-6611	LAND


195
SW 18TH AVE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AGENDA REPORT
NEW BUSINESS
March 20, 2018

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2018-116: SUPPORT FOR SPLASH PAD GRANT APPLICATION FROM THE OREGON DEPARTMENT OF PARKS & RECREATION**

DATE: March 9, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2018-116, A RESOLUTION AUTHORIZING THE CITY OF ONTARIO TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF RESTROOM FACILITIES AT LION'S PARK AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.

SUMMARY:

The City Council awarded construction for the Ontario Aquatic Center Splash Pad in the amount of $262,670. Additional cash and in-kind donations have been received of approximately $100,000. More revenue is needed to complete the project, which includes restroom facilities.

BACKGROUND:

A master plan was conducted by the Friends of the Aquatic Center and Seder Architecture and Urban Design in the spring of 2017. The ultimate goal of the master plan is to renovate the Ontario Aquatic Center.

The study identified a splash pad as Phase I of the renovation. This is a low cost way to open an activity at the Ontario Aquatic Center. Funds were budgeted for the Aquatic Center from Transient Occupancy Tax. The splash project was budgeted in the 2018 Capital Improvement Program.

The City of Ontario awarded a construction contract in January of 2018 to Anderson Pool Works. Ground breaking for the splash pad occurred on February 19, 2018. Work began on site preparation that same week.

CURRENT SITUATION:

Planning and coordination of construction activities, in-kind work donations, permitting, and contractor scheduling continues.

The City is applying for a Local Government Grant from the State Department of Parks and Recreation. The grant request aligns with the County needs assessment done by the State of Oregon and the State Comprehensive Outdoor Recreation Plan.

The State Department of Health requires ADA restroom facilities and a water fountain. k

ANALYSIS:

A. **FINANCIAL** The construction contract awarded to Anderson Poolworks was for $262,516 is just for the splash pad. Other elements of the design will be paid for by business sponsorship's and other grants.

   In addition to other cash donations received for the project, bathroom facilities to support the project are needed. The estimated cost of the bathroom facilities is $_____.

B. **TIMING** The grant application deadline is April 1, 2018. Action is needed prior to the end of the month to be considered for this year's funding.

C. **POLICY/LEGAL** Council approval is required to endorse the grant application as per the state requirements.

ALTERNATIVES:

Take No Action - Taking no action will mean that we will not be able to apply for the State Parks and Recreation Local Government Grant.

RECOMMENDATION:

The City Manager recommends that the Ontario City Council approve a resolution authorizing the City of Ontario to apply for a local government grant from the Oregon Parks and Recreation Department for construction of restroom facilities at Lions Park and delegating authority to the City Manager to sign the application.

ATTACHMENTS:

1. Resolution #2018-116 Support Grant Application for Splash Pad Restrooms 03-20-2018

RESOLUTION #2018-116

A RESOLUTION AUTHORIZING THE CITY OF ONTARIO TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF RESTROOM FACILITIES AT LION'S PARK, AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Ontario desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, the City Council has identified restroom facility improvements at Lion's Park as a high priority need in Ontario; and

WHEREAS, the project includes building restrooms for a Splash Pad facility to meet state health code requirements and the needs of the park users; and

WHEREAS, additional funds are still needed to complete bathrooms required for the splash pad facility; and

WHEREAS, the City of Ontario has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of Ontario will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council, through Resolution #2018-116, declares and demonstrates support for the submittal of a grant application to the Oregon Park and Recreation Department for construction of restrooms associated with the Splash Pad at Lion's Park.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of March, 2018, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this _____ of March, 2018.

ATTEST

____
Ronald Verini, Mayor

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
PUBLIC HEARING
March 20, 2018

TO: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: ORDINANCE #2737-2018: ANNEXATION OF TAX LOT 3500, ASSESSOR MAP 18S4705BD - URBAN GROWTH AREA SINGLE FAMILY RESIDENTIAL (RS-50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50) FIRST READING

DATE: March 14, 2018

PROPOSED MOTION:

TWO MOTIONS ARE REQUIRED FOR APPROVAL AND ONE FOR DENIAL ON THIS ACTION. RECOMMENDED MOTIONS ARE STATED BELOW:

1. I MOVE 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 SINGLE FAMILY RESIDENTIAL (RS-50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), AS SET FORTH IN ACTION 2017-12-21AZ AND REMOVING THE LANDS FROM THE RURAL FIRE DISTRICT BE APPROVED BY THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS IN THIS REPORT AND MEETING.

2. I MOVE THAT THE CITY COUNCIL ADOPT ORDINANCE #2739-2018, AN ORDINANCE ANNEXING INTO THE CITY AND REZONING OF A PARCEL OF LAND BEING LOCATED AT 2601 NW 4TH AVENUE, FROM UGA SINGLE FAMILY RESIDENTIAL (UGA RS-50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), ON FIRST READING BY TITLE ONLY.

OR

3. I MOVE 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 SINGLE FAMILY RESIDENTIAL (UGA RS-50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), BE DENIAL BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH BELOW:
(STATE FINDING AND REASONING FOR DENIAL):

SUMMARY:

The applicant owns a parcel of land, known as 18S4705BD, Tax Lot 3500. The applicants wish to annex and rezone the property into the city to connect to city sanitary sewer due to a failed septic system. The subject property is within 300 feet of the city sanitary sewer system. Under state regulations they are not allowed to repair their septic system and therefore must annex to connect to city services. This application, if approved, will result in the annexation of 0.41 acres, plus the right of way for NW 4th Avenue, adjacent to the lands, into the city, and also rezone the property from Urban Growth Area Residential (UGA-R) to City Single Family Residential (RS-50).

BACKGROUND:

This request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designates the Planning Commission as the decision making body for a request for rezone, without City Council participation. The OMC designates the City Council as the decision making body for a request for annexation, without Planning Commission participation. State law requires an ordinance be adopted by the local governing body to accomplish a rezone. The city's governing body is the City Council, and they are the only body that may adopt an ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff feels that the best procedure is consistency with state law; therefore, this matter needs a recommendation from the Planning Commission, and then will be forwarded to the City Council for their decision.

CURRENT SITUATION:

The proposed development must 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 is found to be consistent with the Zoning Ordinance it is 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 based on the answers and information given in the application made a part hereof:

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. The existing property is zoned UGA Residential and is proposed to be rezoned to City RS-50 Single Family Residential.

b. The subject properties are currently zoned UGA Residential and the request is to rezone to the companion City RS-50(Single Family Residential) Zone that is the same zone as adjacent and nearby properties. 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.

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. The property is residentially designated under the Comprehensive Plan so a residential zone is the most appropriate for the property.

e. The property exceeds the size requirements for residential property, and is rectangular in shape. The property is already residentially developed and meets setback and other size requirements.

f. The property owner is requesting annexation and rezoning to connect to City Sanitary Sewer due to failure of their septic system, which said city system is available in NW 4th Avenue. The owner is extending the City main line from the east side of their property to the west boundary of the property and is asking to defer the extension of the City water line and city street to city standards. City fire and police services will be available upon annexation for the property.

City streets, including curb, gutter, sidewalks and remaining public utilities will be deferred under a Deferred Improvement Agreement (DIA) being recorded prior to or concurrent with final approval of this action or connection to the Sanitary Sewer line.

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. Allowed uses under city residential zone designations are no more likely to produce dust, noise, ect. Than those under the UGA residential zone.

Conclusion: The proposed rezone 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 based on the answers and information given in the application made a part hereof:

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 Residential use in the Urban Growth Area; the requested zone, City Single Family Residential (RS-50), 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 residential lands in a highly developable area.

Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.

<u>ANALYSIS:</u>

A. **FINANCIAL** Annexation will benefit the city by increased tax revenue, and, depending on the out come of the Council decision on the public utilities, there may be addition costs associated with this action.

B. **TIMING** The request was filed on December 1, 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 has been set for March 20, 2018, which meets the notice requirements.

C. **POLICY/LEGAL**

The quasi-judicial Zoning Map amendment procedures are 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 shall be the final decision of the city unless an appeal is filed as authorized by this Title. (LANGUAGE IN10B-10-05 SUPERSEDES THIS LANGUAGE) WHICH IS: 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:

Alternatives:

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

RECOMMENDATION:

The Planning Commission, at a Public Hearing on March 5, 2018, made a motion that the request for annexation be approved and rezoning of the subject property from UGA Single Family Residential (UGA RS-50) to City Single Family Residential (RS-50), as set forth in ACTION 2017-12-21AZ be recommended for approval by the City Council, based on the information, findings, and conclusions at said Public Hearing.

The Planning Commission made a motion to recommend the City Council have the city extend the sewer and water lines to the end of this property and this property only pay for their share of the extensions. This recommendation was based upon information provided at the Planning Commission meeting, which will be shared with the City Council by staff.

The Planning Commission made a motion to recommend the City Council have staff revise the city ordinances that will require connection to city water system when connection to city sewer connection is made due to the new NPS requirements.

Staff recommends the approval of the Annexation and Rezone.

<u>ATTACHMENTS:</u>

1. Ord #2737-2018-Annex-Rezone-Roulston

ORDINANCE #2737-2018

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE E1/2SW1/4SE1/4NW1/4 SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302

WHEREAS, There has been submitted to the City of Ontario a written request for annexation and rezoning to the City signed by 100% of the owners of land within the affected territory to be annexed; and

WHEREAS, All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the City; and

WHEREAS, The City Charter does not expressly require the City to submit a proposal of annexation of territory to the electors of the City; and

WHEREAS, All the owners has requested the lands to be rezoned from UGA Single Family Residential to City Single Family Residential (RS-50); and

WHEREAS, The City desires to withdraw the land to be annexed from the ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302, pursuant to ORS 222.120(5) and has received assent from the Districts to do so;

WHEREAS, The owners has requested to defer the road improvement to City standards until adjoining lands are ready to also bring the streets to City standards the lands <u>WILL NOT</u> be removed from the Rural Road Assessment District No. 3;

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. <u>Annexation Area</u>. The following contiguous territory be and the same is hereby annexed: The property mapped and legally described in the attached Exhibits "A" and "B" respectively.

2. <u>Rezoning</u>. That based on the Planning Commission findings and recommendation the lands as shown and described in the attached Exhibits "A" and "B" be rezoned from UGA Single Family Residential to City Single Family Residential (RS-50).

3. <u>Withdrawing above described area from Ontario Rural Fire Protection District 7-302</u>. The Common Council of the City of Ontario deems it in the best interest of the public of the City of Ontario and hereby declares that the real property described hereinabove is withdrawn from the Ontario Rural fire Protection District No. 7-302 on the effective date of this annexation pursuant to ORS 222.120(5).

4. That the lands will NOT be removed from the Rural Road Assessment District No. 3 until the streets adjacent to the property have been constructed to City standards and at that time the owner may request the lands be removed from the district and the City accepts the streets for maintenance.

5. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ______ day of ____________, 2018 by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this _______day of _______________, 2018.

ATTEST:

_______________________________ Ronald Verini, Mayor

____________________________ Tori Barnett, MMC, City Recorder

Exhibit "A"

Property Description for Annexation/Rezone

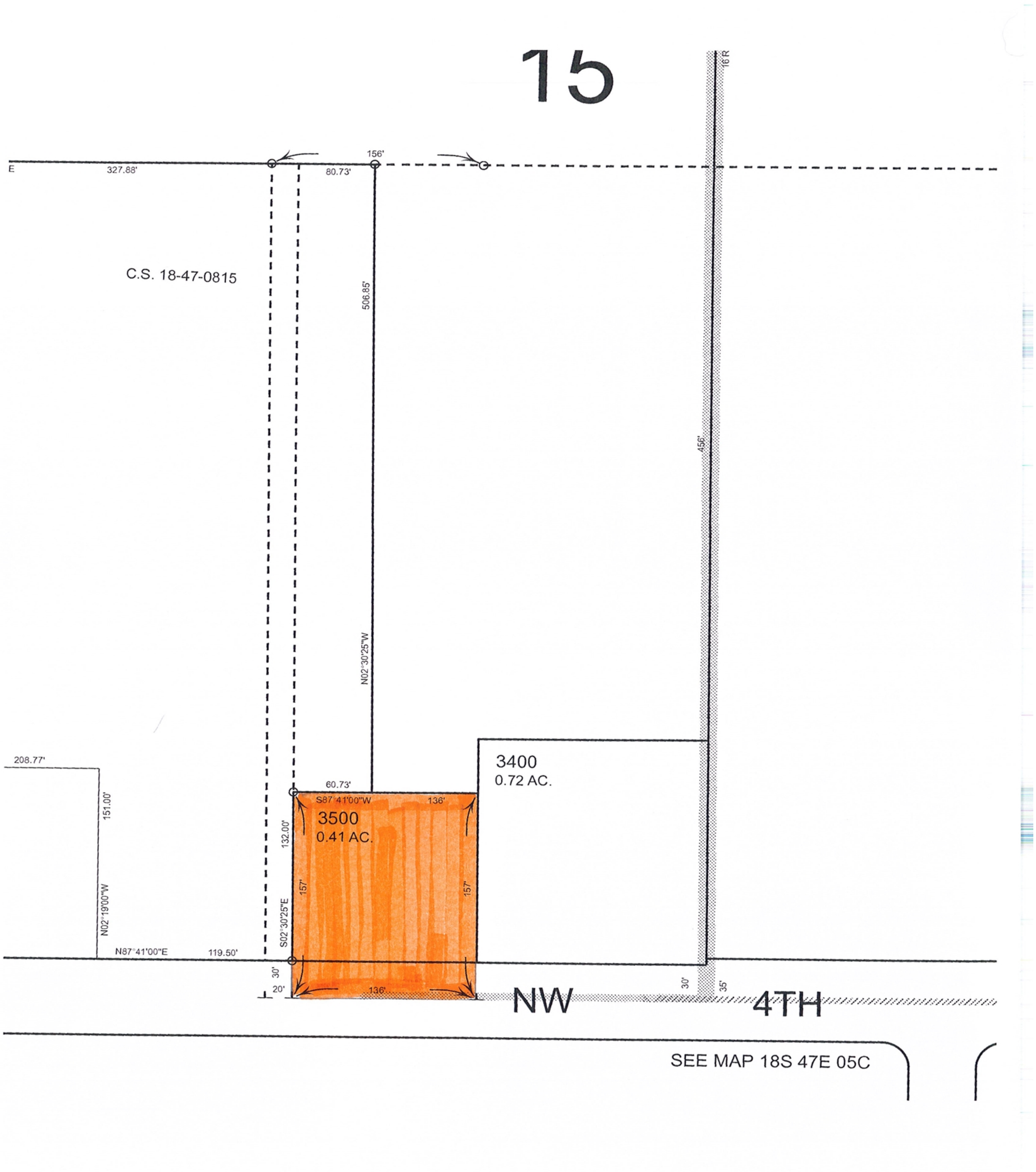
City Action No. 2017-12-21AZ

Land in Malheur County Oregon, within the E1/2SW1/4SE1/4NW1/4, Section 5, Twp. 18 S., R. 47 E., W.M., as follows:

Beginning at a point 20 feet East of the SW corner of said E1/2SW1/4SE1/4NW1/4;
thence North 157 feet;
thence East 136 feet;
thence South 157 feet;
thence West 136 feet to the Point of Beginning

Exhibit "B"

Subject property



Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 3/15/2018 11:18 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122709	405945	Jeremy Jones	02/01/2018	132.50
122710	738001	James Swank	02/01/2018	132.50
			Total for 2/1/2018:	265.00
122711	005900	Action Target	02/08/2018	240.00
122712	879130	Ani-Care Animal Shelter, Inc.	02/08/2018	1,370.08
122713	037600	AT&T	02/08/2018	21.11
122714	130624	B & W Car Wash	02/08/2018	18.00
122715	879072	Border Town Comic Con	02/08/2018	1,500.00
122716	130950	Cable One	02/08/2018	298.94
122717	626400	Campo & Poole Distributing, LLC	02/08/2018	3,625.45
122718	637830	Century Link	02/08/2018	511.21
122719	637828	Century Link Communications, LLC	02/08/2018	79.52
122720	878915	CH2M Hill OMI	02/08/2018	432,979.62
122721	879266	Colin A. Chester	02/08/2018	4,128.75
122722	879268	Civic Plus	02/08/2018	7,788.00
122723	184000	Claire Bowers Claire's Automotive	02/08/2018	6,390.52
122724	364000	Clarion Inn	02/08/2018	69.62
122725	879133	Community in Action	02/08/2018	38,420.00
122726	879028	Dan Cummings	02/08/2018	35.00
122727	520400	Dorman's, Inc.	02/08/2018	4.75
122728	879265	Eastern Oregon Hypnosis & Mind Control I	02/08/2018	15.00
122729	303800	Frank's Extinguisher Service	02/08/2018	455.00
122730	634311	Frazier Aviation, LLC	02/08/2018	425.00
122731	879267	Friends of the Aquatic Center	02/08/2018	10,000.00
122732	878973	Guardian Management Company	02/08/2018	1,819.86
122733	336784	Gunarama Wholesale, Inc.	02/08/2018	718.00
122734	358018	Rea Ann & Bill Hollingsworth	02/08/2018	250.00
122735	879247	Idaho Communications LLC	02/08/2018	1,150.00
122736	408200	J-U-B Engineers, Inc.	02/08/2018	18,545.89
122737	879191	Kristy's Custom Sewing	02/08/2018	12.00
122738	440000	L.N. Curtis and Sons	02/08/2018	224.81
122739	878961	Lewis, Poe, Moeller, Gunderson & Roberts	02/08/2018	20,090.00
122740	436000	Lindsay Eco Water	02/08/2018	7.00
122741	456402	Malheur County Clerk	02/08/2018	97.00
122742	456002	Malheur Utility Coordinating Council	02/08/2018	35.00
122743	MALLEAM/	Mallory Mallea	02/08/2018	35.00
122744	461500	METROQUIP, INC	02/08/2018	171,860.00
122745	602320	NAPA Auto Parts	02/08/2018	13.49
122746	500400	Norco, Inc.	02/08/2018	185.42
122747	572000	Ontario Sanitary Service, Inc.	02/08/2018	444.38
122748	879269	Open Gov, Inc.	02/08/2018	16,500.00
122749	879259	Personnel Concepts	02/08/2018	14.95
122750	638602	Quality Electric, Inc.	02/08/2018	493,488.38
122751	684622	Marcy Siriwardene	02/08/2018	35.00
122752	879138	Stantec Consulting Services, Inc.	02/08/2018	2,107.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122753	702008	Staples Business Advantage	02/08/2018	56.94
122754	879256	Steve's Hometown	02/08/2018	787.14
122755	&357	Larry A. Sullivan	02/08/2018	1,277.50
122756	738002	Symbol Arts, LLC	02/08/2018	310.00
122757	878931	Tire Factory of Ontario	02/08/2018	137.00
122758	879146	Toshiba Financial Services	02/08/2018	1,694.39
122759	788402	TransUnion Risk & Alternative Data Soluti	02/08/2018	140.00
122760	879212	Uniforms 2 Gear	02/08/2018	1,023.86
122761	879151	Waste-Pro	02/08/2018	30.00
122762	832852	Wells Fargo Business Elite Card	02/08/2018	6,670.86
122763	863995	White Cloud Communications-Boise, Inc.	02/08/2018	825.00
122764	774001	Wtechlink	02/08/2018	300.00
			Total for 2/8/2018:	1,249,261.94
122765	242083	STATE OF OREGON DEPARTMENT OF	02/12/2018	119.00
			Total for 2/12/2018:	119.00
122766	UB*11390	ANEISSA ALLEN	02/15/2018	46.14
122767	UB*11388	HAMID AYAR	02/15/2018	7.46
122768	130624	B & W Car Wash	02/15/2018	24.00
122769	184000	Claire Bowers Claire's Automotive	02/15/2018	801.42
122770	130950	Cable One	02/15/2018	63.75
122771	144000	Cascade Natural Gas Corporation	02/15/2018	1,421.29
122772	UB*11392	CLASSIC PROPERTIES	02/15/2018	16.65
122773	UB*11391	BREANNA CRUZ	02/15/2018	95.29
122774	878926	Jared Cutler	02/15/2018	125.00
122775	215300	DCS Technologies, LLC	02/15/2018	2,101.96
122776	344128	City of Fruitland	02/15/2018	10,773.83
122777	UB*11394	JAMES KING	02/15/2018	116.67
122778	879191	Kristy's Custom Sewing	02/15/2018	15.00
122779	UB*11389	RICHARD LARSON	02/15/2018	39.67
122780	441140	Looks Nu, Inc.	02/15/2018	95.00
122781	456402	Malheur County Clerk	02/15/2018	77.00
122782	UB*11393	MARIA DE JESUS MEZA SOTO	02/15/2018	100.02
122783	527000	Ontario Animal Hospital	02/15/2018	49.50
122784	582200	Oregon Association Chiefs of Police	02/15/2018	32.00
122785	582152	State of Oregon Department of Aviation	02/15/2018	75.00
122786	516494	State of Oregon Department of Transportati	02/15/2018	628.28
122787	528405	Oster Professional Group, LLC	02/15/2018	23,460.00
122788	618100	Physicians Primary Care Center, Inc.	02/15/2018	260.00
122789	716553	Saint Luke's	02/15/2018	46.00
122790	879145	Silver Signet, LLC	02/15/2018	160.00
122791	UB*11395	SCOTT SMITH	02/15/2018	98.91
122792	878957	Valli Information Systems, Inc.	02/15/2018	2,431.27
122793	UB*11396	TARAH YOUNG	02/15/2018	39.69
			Total for 2/15/2018:	43,200.80
122794	816597	Bank of Eastern Oregon	02/22/2018	30,286.95
122795	626400	Campo & Poole Distributing, LLC	02/22/2018	3,837.90
122796	144000	Cascade Natural Gas Corporation	02/22/2018	494.76
122797	&260	Four Rivers Cultural Center	02/22/2018	6,746.70
122798	UB*10732	Darrell Gustaveson	02/22/2018	71.72
122799	879272	The Parent of Payton Hartley	02/22/2018	54.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122800	376000	Idaho Power	02/22/2018	3,021.17
122801	527000	Ontario Animal Hospital	02/22/2018	150.53
122802	539200	Ontario Area Chamber of Commerce	02/22/2018	3,611.73
122803	879271	The Parent of Garrison Page	02/22/2018	54.00
122804	626654	The Police and Sheriffs Press, Inc.	02/22/2018	32.49
122805	702008	Staples Business Advantage	02/22/2018	162.96
122806	738001	James Swank	02/22/2018	47.99
122807	879212	Uniforms 2 Gear	02/22/2018	1,470.38
122808	072400	Dave Walters	02/22/2018	160.00
122809	863995	White Cloud Communications-Boise, Inc.	02/22/2018	1,117.50
			Total for 2/22/2018:	51,320.78
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCI	02/28/2018	2,146.28
ACH	PRAMERF	AMERICAN FUNDS GROUP	02/28/2018	500.00
ACH	PRCCIS	E B S TRUST	02/28/2018	63,949.91
ACH	PRFED	PAYROLL TAXES	02/28/2018	61,058.92
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	02/28/2018	250.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	02/28/2018	215.00
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/28/2018	16,815.69
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	02/28/2018	1,900.00
ACH	PRPERS	OREGON PERS	02/28/2018	74,670.49
19555	PRICMA	I C M A RETIREMENT TRUST 457	02/28/2018	150.00
19556	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	02/28/2018	461.00
19557	PRLINC	LINCOLN NATIONAL LIFE INS CO	02/28/2018	350.00
19558	PRSFIRE	UMPQUA BANK	02/28/2018	360.00
19559	PRUTCH	UTAH, OFFICE OF RECOVERY SERVIC	02/28/2018	716.00
			Total for 2/28/2018:	223,543.29
122810	879130	Ani-Care Animal Shelter, Inc.	03/01/2018	1,370.08
122811	130624	B & W Car Wash	03/01/2018	33.00
122812	626400	Campo & Poole Distributing, LLC	03/01/2018	2,560.56
122813	637830	Century Link	03/01/2018	696.97
122814	878915	CH2M Hill OMI	03/01/2018	431,537.82
122815	173000	Chief Supply Corporation, Inc.	03/01/2018	317.67
122816	364000	Clarion Inn	03/01/2018	112.12
122817	336725	Core & Main	03/01/2018	2,054.79
122818	879028	Dan Cummings	03/01/2018	35.00
122819	215300	DCS Technologies, LLC	03/01/2018	1,604.20
122820	270160	Emblem Enterprises, Inc.	03/01/2018	496.94
122821	303800	Frank's Extinguisher Service	03/01/2018	113.87
122822	879273	The Parents of Blake & Matty Gressley	03/01/2018	108.00
122823	879274	The Parents of Mason Harris	03/01/2018	44.00
122824	376000	Idaho Power	03/01/2018	1,865.46
122825	UB*11397	DAVID INGRAM	03/01/2018	15.77
122826	420000	John Deere Financial	03/01/2018	79.71
122827	MALLEAM/	Mallory Mallea	03/01/2018	35.00
122828	461829	Minert & Associates, Inc.	03/01/2018	118.00
122829	22427	Murrysmith, Inc.	03/01/2018	1,477.68
122830	572000	Ontario Sanitary Service, Inc.	03/01/2018	444.38
122831	598220	Owyhee Irrigatioin District	03/01/2018	3,380.00
122832	368050	Robb Enterprises	03/01/2018	133.90
122833	666192	Savvy Software, Inc.	03/01/2018	240.00
122834	879145	Silver Signet, LLC	03/01/2018	130.00
122835	684622	Marcy Siriwardene	03/01/2018	35.00
122836	686822	Sprint	03/01/2018	104.04

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122837	702008	Staples Business Advantage	03/01/2018	55.47
122838	702100	Staples Credit Plan	03/01/2018	65.46
122839	879146	Toshiba Financial Services	03/01/2018	1,694.39
122840	878957	Valli Information Systems, Inc.	03/01/2018	164.65
122841	288897	Verizon	03/01/2018	1,322.47
			Total for 3/1/2018:	452,446.40
122842	033300	Argus Observer	03/09/2018	24.99
122843	UB*11400	JESUS\HERIBERTA BARRON\CONTREI	03/09/2018	82.22
122844	&260	Four Rivers Cultural Center	03/09/2018	3,545.10
122845	UB*11398	CODY LINVILLE	03/09/2018	58.98
122846	UB*11401	BRITTNAY MCGINNIS	03/09/2018	10.27
122847	539200	Ontario Area Chamber of Commerce	03/09/2018	3,211.44
122848	UB*11402	SALON SALON**	03/09/2018	45.95
122849	UB*11399	RICHARD SANSGAARD	03/09/2018	56.12
122850	879138	Stantec Consulting Services, Inc.	03/09/2018	4,938.03
122851	879276	The Anderson Group, Inc.	03/09/2018	5,312.90
122852	879240	Advanced Control Systems, LLC	03/09/2018	17,851.50
122853	033300	Argus Observer	03/09/2018	103.20
122854	037600	AT&T	03/09/2018	21.02
122855	130950	Cable One	03/09/2018	298.94
122856	637830	Century Link	03/09/2018	511.21
122857	637828	Century Link Communications, LLC	03/09/2018	84.29
122858	634311	Frazier Aviation, LLC	03/09/2018	425.00
122859	344128	City of Fruitland	03/09/2018	7,373.38
122860	878973	Guardian Management Company	03/09/2018	280.69
122861	879247	Idaho Communications LLC	03/09/2018	470.00
122862	376002	Idaho Power - Payette Operations Center	03/09/2018	635.30
122863	879191	Kristy's Custom Sewing	03/09/2018	15.00
122864	436000	Lindsay Eco Water	03/09/2018	17.00
122865	441140	Looks Nu, Inc.	03/09/2018	101.00
122866	879275	Ogletree, Deakins, Nash, Smoak, & Stewar	03/09/2018	3,355.16
122867	879142	Oregon Association of Municipal Recorders	03/09/2018	75.00
122868	602520	Payette County Recreation District	03/09/2018	1,300.00
122869	614087	Peace Officers Research Association of Cal	03/09/2018	351.00
122870	642093	Red's Automotive Repair, Inc.	03/09/2018	119.70
122871	702008	Staples Business Advantage	03/09/2018	43.98
122872	&357	Larry A. Sullivan	03/09/2018	1,172.50
122873	878931	Tire Factory of Ontario	03/09/2018	381.50
122874	788402	TransUnion Risk & Alternative Data Soluti	03/09/2018	140.00
122875	879212	Uniforms 2 Gear	03/09/2018	874.60
122876	878957	Valli Information Systems, Inc.	03/09/2018	1,947.05
122877	879151	Waste-Pro	03/09/2018	30.00
			Total for 3/9/2018:	55,264.02
			Report Total (183 checks):	2,075,421.23