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

COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, DECEMBER 18, 2018, 5:30 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: Betty Carter _____ Marty Justus _____ Ramon Palomo _____ Dan Capron _____
Thomas Jost _____ Norm Crume _____ Mayor Ron Verini _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on December 14, 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. Out 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 Minutes:
November 27, 2018 Council Meeting
December 6, 2018 Work Session

B) Meetings Calendar: Jan-Dec, 2019

6) PRESENTATIONS

A) Thank You to Outgoing Mayor and City Councilors

7) NEW BUSINESS

A) Hanger Lease Transfer: 107 India (Ben Wiggley, Jr. to David Koeppen)

B) Update Mutual Aid Agreement Between City and State Transportation Department

C) SE 5th Avenue Intergovernmental Agreement Review

8) HAND-OUTS/DISCUSSION ITEMS

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

10) EXECUTIVE SESSION

A) ORS 192.660(2)(e)

B) ORS 192.660(2)(i)

C) ORS 192.660(2)(d)

11) 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.

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

CITY COUNCIL MEETING MINUTES
November 27, 2018

The scheduled meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Tuesday, November 27, 2018, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Dan Capron, Thomas Jost, and Marty Justus. Betty Carter and Ramon Palomo were excused.

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

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

Dan Capron led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on November 26, 2018. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Request to amend the Agenda to include an Executive Session under ORS 192.660(2)(d).

CRUME moved, CAPRON seconded, **TO ADOPT THE AGENDA AS AMENDED.** Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

PUBLIC COMMENT

Steven Meland, Ontario: *I'm the owner of Hotbox Farms, with my business partner. I wanted to take some time to talk about the marijuana business license that we'll be voting on this evening. I also worked on that business license through my work with the Ad-Hoc Committee. I do think that the Ad-Hoc Committee spent an awful lot of time talking about these regulations and even met as recently as a week ago, to vote on certain topics or issues that came up in this. And I do feel that we've come to a very complete ordinance that gives a very fair business license fee, hours of operation, and ways to conduct the business. Specifically, I do think that the hours of operation is something that make sure that we can help evenly distribute the amount of cliental that will be coming into the city around the different sites that we're seeing popping up. So that's all I really have at this time, just to support that ordinance as it was written. Thank you.*

OLD BUSINESS

Bid Award: Ontario Aquatic Center Splash Pad Site Work
Adam Brown, City Manager, presented.

Public Works staff secured a low bid for the Splash Pad Site Improvements at the Ontario Aquatic Center. Staff would like to secure a partial approval of the bid by the City Council so the project can progress forward. Several years ago a passionate group of volunteers got together to revive the Ontario Aquatic Center. Over time, they determined an outdoor splash pad was the most cost effective way to begin revitalizing the city's pool. The City of Ontario committed several years transient occupancy tax collections toward the project until it had sufficient funds to award the splash features to Anderson Poolworks in January of 2018. After the Council awarded the contract to Anderson Poolworks the Friends of the Aquatic Center began securing significant donations towards the remainder of the project, and last spring, the project was kicked off.

The city's Parks Master Plan was approved in time for the city to apply for the State Local Government Grant Program. In the spring, the city applied for the grant and received funding for up to $298,200 for restrooms and other splash pad elements, such as shade structures. The restroom portion of the project was bid previously and awarded to Holcomb Construction for $154,720 after the State of Oregon officially announced the award of grants in September of 2018.

The Site Work portion of the Splash Pad Project was bid separately from the restrooms. This part of the project tied together the bathroom piece with the pool features into one facility. Two bids were received. The low bid came from Warrington Construction for $378,620. Since receiving the bids, city staff and JACOBS had worked with the contractor to value engineer elements of the project. JACOBS worked with the engineer to reduce concrete fill amounts and concrete coloring by $46,080. Staff was also able to reduce the scope by a donation of fill material to save approximately $7,715. Another $4,890 was saved by the contractor identifying different lights and drains. Additionally, the city's public works contractor, JACOBS, agreed to donate $50,000 to the project.

After accounting for the donation from JACOBS and the contract savings, that was still a revenue gap of $50,000 to finish the project. Staff was awaiting notification from several donors to fill the remaining gap. After fulling exploring those donors, staff will consider other alternatives to make sure the project is finished.

Since the full revenue to complete the job had not been raised, staff recommends the Council award the project MINUS the concrete deck. Staff would include the deck for the splash pad so that Anderson could install the pool features as soon as possible once the pad was complete. The reduction in scope was $110,970, which fell within the current revenue. The remaining portion of the contract would be awarded as soon as additional funds were identified.

Staff was looking to the Council to award a partial contract of $208,966 to Warrington Construction, as well as an additional $2,000 for material testing. Staff had sufficient project revenues to cover this contract. The savings of $110,970 was more than enough for the current gap. If the volume of quantities changed by more than 25%, the contractor and owner had a right to renegotiate unit prices; however, it would certainly be staff's goal that before moving forward with placing concrete, the money was in hand and there was no reduction in quantities and therefore none in unit price.

Timing for awarding this project was critical. The goal was to have the Splash Pad open by June 1, 2019. There was a very short window for work yet this fall, with the majority occurring next spring. The more that could be completed this fall, the better off the contractor would be in the spring. If the project was not awarded soon, the contractor might not be able to get much prep work completed before freezing conditions (which were not acceptable for material placement and compaction), occurred. Warrington would like to try to get the Anderson Poolworks vaults installed and as much of the fill material placed and compacted as possible before winter really settles in. The Council could approve the low bid for the splash pad by Warrington Construction and allow the project to move forward; or, not approve the low bid, which would result in a significant hold up to the project.

JOST moved, CAPRON seconded**, THAT THE CITY COUNCIL APPROVE THE BID FROM WARRINGTON CONSTRUCTION FOR THE SPLASH PAD SITE IMPROVEMENTS AT THE ONTARIO AQUATIC CENTER MINUS THE CONCRETE DECK FOR UP TO $208,966 PLUS AN ADDITIONAL $2,000 FOR MATERIAL TESTING.** Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

NEW BUSINESS

Resolution #2018-143: City Hall Security Project

Adam Brown, City Manager, and Betsy Roberts, City Engineer, presented.

Public Works opened a bid for the City Hall Security Upgrade Project on November 8, 2018. Only one bid was received.

Over the past 18 months, the Police Chief had been working with City Administration to develop an improved flow through the City Hall building that would better separate Police space from Administrative space. This was being done through relocation of staff, construction of walls to divide space, and addition of doors with new security

locks. The movement of doors, addition of walls, and other changes required some lighting, electrical, and communications cable updating as well. All of these improvements were developed into a set of Construction Documents that were put out to three local contractors for consideration.

Public Works staff followed up several times with each contractor, including taking each contractor through City Hall and describing the improvements. However, due to the booming economy, only one bidder responded. At this time, to keep the project moving and implements the changes desired by Public Safety, Public Works staff needed an approval from Council to award the project to Holcomb Construction.

This project had been budgeted and bid in the past. Unfortunately, no bids were received. The project was modified slightly, and the bid was held up to allow for a potentially better bidding environment. However, the budget was not carried forward into the current fiscal year. The cost of the project identified in the motion includes an approximate 10% contingency; the actual bid amount was $43,914.

This project had been in the works for over a year. Winter was a good season for this type of indoor construction. The improvements were being done as a safety and security measure for those working in and using City Hall. The Council could choose not to award the bid and rebid at a later date. Whether a better bid could be secured was questionable in this bidding climate.

Following discussion, it was determined that as this funding had not been allocated in the current budget, the Budget Committee should be convened to discuss the action and make a recommendation to the Council. Therefore, this action would be on hold until such meeting could be scheduled.

Ordinance 32746-2018: Extenet Systems, LLC Franchise Agreement
Larry Sullivan, City Attorney, presented.

Extenet Systems, LLC, had applied to the city for a nonexclusive telecommunications franchise to use the city rights of way for the installation and maintenance of telecommunications devices. Ordinance #2746-2018 granted Extenet Systems, LLC, a franchise in accordance with the Agreement set forth in Exhibit "1" to the Ordinance. The company might or might not provide telecommunications services directly to end-users within the city, but it does intend to install transmission devices to lease out to other service providers. Those devices would be installed on new or existing poles in the city.

The City Attorney had been negotiating the terms of the franchise agreement since July, 2018, and also provided Extenet Systems, LLC, with a copy of the franchise agreement with Mobilitie, LLC, approved by the City Council in 2017 through Ordinance #2724-2017 to use as a template because of the similarity between the proposed franchise operations of both companies. Extenet and the City Attorney had tentatively agreed on minor revisions to the Extenet agreement, and Extenet representatives had signed a draft of the most recent version.

Section 9 of the proposed franchise agreement required Extenet to pay quarterly payments of the greater of (1) 7% of Extenet's gross revenues received for the delivery of services within the city or (2) $225.00 per quarter for each installation located in a city right of way, whichever was greater. Therefore, even if Extenet had no local customer base from which it generated gross revenues, the city would obtain a minimum franchise fee per year of $900 for each one of Extenet's installations either on city poles, or on other poles that were within the city's rights of way. Extenet had not provided the city with a timetable for beginning installation of any telecommunication devices in the city limits.

Telecommunications franchise agreements were subject to provisions of federal and state law in addition to the following Chapters of the City Code: Rights of Way (Title 8, Chapter 8) and Telecommunications (Title 3, Chapter 2). Ordinance #2746-2018 and the attached franchise agreement complied with federal and state law and the City Code. The City Code required all telecommunications providers in the city to have written franchise agreements with the city. The city's policy was to charge all telecommunications franchisees a 7% franchise fee based on gross revenues earned within the city. Similar to Mobilitie, which obtained a franchise in 2017, Extenet was mounting WIFI devices on poles in the city rights of way instead of installing fiber optic cable below ground. Extenet was willing to pay the city the same franchise fee as the city was charging Mobilitie.

The Council could take no action on this franchise request, which would probably result in a legal claim by Extenet that the city was either barred by federal law from preventing it from operating in the city, or was discriminating against it under federal law, which required municipalities to treat all telecommunications providers equally. If the Council did not agree with any of the provisions of the franchise agreement, the Council could direct the City Attorney and city staff to renegotiate the terms. If that occurred, the Council had the right to conduct that discussion with staff in an executive session under ORS 196.660(2)(e), real property negotiations.

CRUME moved, JUSTUS seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2746-2018, AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO EXTENET SYSTEMS, LLC, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

Ordinance #2747-2018: Marijuana Business License Ordinance Amendment (Emergency Passage)
Larry Sullivan, City Attorney, presented.

Initiative Ballot Measure 23-61, passed by the voters on November 6, 2018 and effective January 1, 2019, allowed certain marijuana businesses. Both the city's home rule authority under the Oregon Constitution and ORS 475B.486 authorized the City Council to impose reasonable regulations on marijuana businesses.

One of the purposes of Ordinance #2747-2018 was to enforce the authority granted to the city by the voters to enforce the 3% marijuana retail sales tax. Ballot Measure 23-61 also added various sections to Chapter 23 of Title 3 of the Ontario Municipal Code dealing with the licensing and regulation of marijuana businesses by the city. In 2016, the Ontario City Council enacted Ordinance #2714-2016, which added Chapter 24 to Title 3 of the Ontario Municipal Code, to establish a business license for medical marijuana dispensaries, in the event that Ontario legalized such dispensaries.

It was the intention of the Ontario City Council to amend or repeal some sections of Ballot Measure 23-61 in order to impose on marijuana businesses reasonable regulations which differed from those in Ballot Measure 23-61. This ordinance regulated the operation of marijuana businesses in the city in ways that protected and benefited the public health, safety, and welfare of existing and future residents and businesses in the city, by amending Chapter 24 of Title 3 of the Ontario Municipal Code to apply to all marijuana businesses in addition to medical marijuana dispensaries, and to impose additional reasonable regulations on those businesses. The ordinance imposed a residency requirement for marijuana businesses to require the majority of owners to live in the 8C School District as recommended by the Marijuana Ad Hoc Committee.

The business license application fee would be $5,000. The ordinance also imposed a cash bond with the city to be used for any retailers that didn't pay their taxes.

Because Ballot Measure 23-61 became effective on January 1, 2019, Ordinance #2747-2018 was intended to become effective immediately afterwards. Staff was requesting an emergency approval so that it was in place immediately after Ballot Measure 23-61 became effective on January 1, 2019.

The Council could choose not to approve the proposed ordinance on emergency passage; however, problems could arise due to the timing of the ballot measure becoming approved the business license adoption.

CRUME moved, CAPRON seconded, **TO IMPOSE A $7,500 BOND GUARANTEE**. Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-no; Capron-yes; Jost-yes; Verini-yes. Motion carried 4/1/2. [Section *3-23-47(E)*]

Consensus to **REMOVE THE RESIDENCY REQUIREMENT.** Crume-remove; Carter-out; Palomo-out; Justus-remove; Capron-remove; Jost-remove; Verini-remove. Consensus carried 5/0/2. [*3-24-4(A)(16)*]

CRUME moved, CAPRON seconded, **TO ACCEPT THE $5,000 FEE FOR THE BUSINESS LICENSE**. Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2. [*3-24-6(B)*]

CRUME moved, JUSTUS seconded, **TO REMOVE THE RESIDENCY REQUIREMENT IN THE ORDINANCE**. Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2. [*3-24-4(A)(16)*]

CAPRON moved, JOST seconded, **TO STRIKE THE EMERGENCY DECLARATION FROM THE ORDINANCE**. Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

JOST moved, CRUME seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2747-2018, AN ORDINANCE AMENDING PROVISIONS OF BALLOT MEASURE 23-61 AND CHAPTERS 23 AND 24 OF TITLE 3 CONCERNING THE REGULATION OF MARIJUANA BUSINESSES, INCLUDING BUSINESS LICENSES FOR MARIJUANA BUSINESSES, AS AMENDED BY MOTION, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

JUSTUS moved, CRUME seconded, **TO WAIVE THE SECOND READING OF ORDINANCE #2747-2018, AN ORDINANCE AMENDING PROVISIONS OF BALLOT MEASURE 23-61 AND CHAPTERS 23 AND 24 OF TITLE 3 CONCERNING THE REGULATION OF MARIJUANA BUSINESSES, INCLUDING BUSINESS LICENSES FOR MARIJUANA BUSINESSES, AS AMENDED BY MOTION BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(d)

An executive session was called at 8:43 pm under provisions of ORS 192.660(1)(d) to discuss labor negotiations. The Council reconvened into regular session at 9:37 pm.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Mr. Brown stated he would be sending his evaluation form to the Council for completion. Please return those to Peter Hall, HR Manager. It would need to be addressed on December 18th.

ADJOURN

CRUME moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNE**D. Roll call vote: Crume-yes; Carter-out; Palomo-out; Justus-yes; Capron-yes; Jost-yes; Verini-yes. Motion carried 5/0/2.

ACCEPTED:

_____
Ronald Verini, Mayor

ATTEST

_____
Tori Barnett, MMC, City Recorder

CITY COUNCIL WORK SESSION MINUTES
December 6, 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, December 6, 2018, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Thomas Jost, Dan Capron, Betty Carter, and Ramon Palomo. Marty Justus arrived at 1:12 p.m.

Members of staff present were Tori Barnett, Larry Sullivan, Dan Cummings, Kari Ott, Terry Leighton, Cliff Leeper, Peter Hall, and Debbie Jeffries.

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

Thomas Jost led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on December 4, 2018. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Verini asked to add a short presentation by John Forsyth, Field-Waldo Insurance, following Public Comments.

CARTER moved, CRUME seconded, **to ADOPT THE AGENDA AS AMENDED.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Jost-yes; Justus-out; Capron-yes; Verini-yes. Motion carried 6/0/1.

PRESENTATION

John Forsyth, Field-Waldo Insurance, presented a Stewardship Report, dated July 1-December 1, 2018.

Council asked Mr. Forsyth to come back following the new Mayor and Councilors taking office, so they were made aware of the statistics, too.

OLD BUSINESS

Moore Park Lease Renewal
Larry Sullivan, City Attorney, presented.

An original five (5) year lease was approved in 2003. At the expiration of that lease in 2008, another five (5) year lease was approved by the City Council with the option of extending it another five (5) years. Thus the second lease expired in 2018 and needed to be approved by Council to continue as a city park.

The lease expired on the 18th of May 2018. Minor changes and clarifications were made to the lease respecting maintenance and use of the entire parcel of land. The City Council requested staff to make changes to the lease with the lease holder's approval to allow the same off ramps to the contract that the Lessor has. The Lessor agreed to the changes. The park was home to the Ontario Saturday Market during the summer, an outdoor farmers and crafter's market. The Saturday Market was a popular event that added vitality to the downtown on the weekend.

The lease was for one dollar ($1.00) per year. Even though the lease expired on May 18, 2018 the city continued its use as a park over the summer. Only the City Council has the authority to approve land leases between the city and another entity. Taking no action would have the property reverting to the landlord and would become taxable. Maintenance of the property would fall back on the landlord. The City of Ontario would need to remove it from the Parks Master Plan, and would have no say in what was placed on the site.

CRUME moved, PALOMO seconded, **TO APPROVE THE LEASE AGREEMENT BETWEEN RILEY J. HILL AND THE CITY OF ONTARIO FOR A PERIOD OF FIVE (5) YEARS.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Jost-yes; Justus-out; Capron-yes; Verini-yes. Motion passed 6/0/1.

Ordinance #2746-2018: Extenet Systems, LLC, Franchise Agreement (Final Reading)
Larry Sullivan, City Attorney, stated there had been no changes since the first reading other than a numbering issue that had been corrected.

CARTER moved, CAPRON seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2746-2018, AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO EXTENET SYSTEMS, LLC, ON FINAL READING BY TITLE ONLY.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

NEW BUSINESS

Resolution #2018-144: Abstract of Votes~ November 6, 2018 General Election
Tori Barnett, City Recorder, presented.

Pursuant to state statute, the City Council was required to adopt a resolution accepting the Abstract of Votes as provided by the County Clerk, reflecting the results from an election.

Every two years, the city participated in a General Election for the positions of City Councilor, and every four years for the position of Mayor. This year, November 6, 2018, an election was held for the positions of three Councilors and the Mayor. Further, Measure 23-61: Allows Marijuana-related businesses, imposes 3% recreational marijuana sale tax, was on the ballot for voter consideration.

State statute required the City Council to adopt a resolution accepting the results of the election, as provided by the county. The Abstract of Votes for the November 6, 2018, General Election were received from the Malheur County Clerk on November 26, 2018.

This resolution needed to be adopted prior to January 1, 2019. Adoption of a resolution by the City Council reflecting the results of an election is a requirement under state statute. The Council could opt to not adopt the resolution, which went against the state requirement. This would not alter the results of the election as presented by the Malheur County Elections Clerk.

CRUME moved, CARTER seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2018-144, A RESOLUTION ADOPTING THE ABSTRACT OF VOTES FOR THE NOVEMBER 6, 2018, GENERAL ELECTION.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

Resolution #2018-145: Establish 2018-2019 Planning Fees
Dan Cummings, Community Development Director, presented.

The city may occasionally need to update fees to keep up with current financial obligations and increases in expenses. It was a more streamlined function when this is done by resolution. The current fees were last updated in 2007. On October 23, 2018, the City Council adopted Ordinance #2744-2018 amending Chapter 10B-02-55 to allow fees to be updated by resolution. The proposed resolution would update the Planning Application Fees for Fiscal Year 2018-2019, keeping the fees in line with financial obligations and increases in expenses.

Adopting the new fees would help in staying current with the ever rising increases in expenses and would add needed general revenue funds to help offset these increasing costs. Timing was important to charge the new fees before the end of 2018. The adoption of this resolution is a State and City Code legal requirement for the city to charge the updated fees. The City Council could not adopt Resolution #2018-145 and leave the fees at the current rate.

CRUME moved, CAPRON seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2018-145: A RESOLUTION ADOPTING PLANNING APPLICATION FEES FOR THE 2018-2019 FISCAL YEAR.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

Resolution #2018-146: Establish a Social Media Policy
Peter Hall, Human Resources Manager, presented.

Social media platforms provided the City of Ontario with effective communication tools. The city already used social media platforms such as Facebook and intended to expand its presence to additional platforms. However, the Employee Policy Manual had no established social media policy. The City Manager worked with the city's Leadership Team to develop a social media policy. This policy needed to be adopted by the City Council before it could be implemented.

Cities were adding social media policies to address the increasing presence of social media use in the public sector. Policies typically addressed usage, retention, and violation. These sections could cover a variety of topics which ultimately provided guidelines and protections to the city, city employees, and members of the public using social media pages hosted by the city.

The City of Ontario used the social media platforms Facebook, Nextdoor, and JustServe and planned to use additional platforms to help communicate with the public; however, the city currently had no social media policy.

The City Manager researched the topic of social media policies and used a sample policy provided by City/County Insurance Services (CIS) as a template. The city leadership team discussed the policy and made additions and changes to the original template to create a final draft of the policy which is tailored to the needs of the city. The City Council needed to authorize the inclusion of a social media policy in the City of Ontario, Oregon Personnel Policy Manual before it can be implemented.

Implementing this policy would have no financial impact. Although there were no official deadlines to implement this policy, implementation would afford the city the protections and guidelines provided therein. The City of Ontario currently had no social media policy. The Council had the option to of not implementing a social media policy, or could request changes to the current draft of the social media policy for future review and authorization.

CARTER moved, PALOMO seconded, **TO APPROVE RESOLUTION #2018-146, A RESOLUTION ESTABLISHING A SOCIAL MEDIA POLICY.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

Ontario Sanitary Rate Change

Dan Cummings, Community Development Director, presented.

Ontario Sanitary communicated with the city on October 1st to request a rate change. Mandatory and Discretionary Rate changes were allowed within their Franchise Agreements. The most recent franchise agreement with Ontario Sanitary was September 1, 2008. While the franchise agreement offered mandatory and discretionary rate changes, Ontario Sanitary had only requested rate changes three times; 2006, 2008, and 2016. The normal period to request changes in the fee schedule was May 1st.

Over the last six months, the tipping fee for the current Clay Peak Landfill had increased by $2 per ton, a 12% increase. The former tipping fees were $18.00 per ton. The new rate was $20 per ton. It still remained the most economical site to haul waste to.

The Franchise Agreement allowed Ontario Sanitary to raise the rates annually, by a formula which added the Per Capita Personal Income for Malheur County to the Consumer Price Index and then divided by 2. The city's numbers varied a little, but both illustrated the same point. Ontario Sanitary could have imposed mandatory rate changes of between 9% and 11.4% over the last four years. Only one change was made in the four preceding years.

Mandatory rate changes could be made September 1 of each year. Discretionary rate changes could be made in on May 1st of each year. Because this was off cycle, the Council had to approve the change. Ontario Sanitary was requesting a rate change of 2% to cover increases in tipping fees. Additionally, they were increasing the disposal cost by $2 per ton, passing on the increase from the landfill.

This would impact the city government and citizens very minimally. This could be done through the mandatory increase, but would have to wait until May. The past year's mandatory formula was 5.5%. A discretionary rate increase should be requested in May of each year to be effective in the following July after a sixty-day notice. There was a clause on page 21, paragraph 3, of the Agreement that provided an exception. *"Unless a governmental unit has raised the cost of providing service or there has been a substantial increase in costs not covered in the preceding adjustment,..."* The Council had the authority to approve rates now because of an increase in the governmental unit that was not covered in the preceding adjustment. Rather than use the mandatory increase in May, the Council could approve an increase off cycle. The requested change was far less than the mandatory rate change. Taking no action would likely result in a mandatory rate change requested in May which would become effective in July.

CAPRON moved, JOST seconded, **THAT THE ONTARIO CITY COUNCIL APPROVE THE CHANGE IN THE RATE SCHEDULE TO INCREASE SOLID WASTE DISPOSAL COSTS BY 2% AND TIPPING FEES ON CONTAINER DISPOSAL BY $2 PER TON.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

AGENDA AMENDMENT

CRUME moved, PALOMO seconded, **TO AMEND THE AGENDA TO ADD RESOLUTION #2018-147, REGARDING THE ONTARIO SANITARY SERVICE RATE CHANGE.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

NEW BUSINESS

Resolution #2018-147: Amend Discretionary Fees for Ontario Sanitary Service
CRUME moved, CARTER seconded, **TO ADOPT RESOLUTION #2018-147, A RESOLUTION AMENDING DISCREATIONARY FEES FOR ONTARIO SANITARY SERVICE.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Jost-yes; Verini-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES

Financial Report: Period Ended October 31, 2018
Kari Ott, Finance Director, presented. (Report attached)

Recreation Report: Quarterly
Debbie Jeffries, Recreation Director, presented. (Report attached)

HAND-OUTS/DISCUSSION ITEMS

2019-2021 Governor's Budget
(Report attached)

Letter to LOC re: Rent Control and Various Other Issues (See later in minutes)
Item tabled as Councilor Justus was not in attendance.

Agenda
SREDA: 10-05-2018 (Attached)

Minutes
SREDA: Sep 5, Oct 30, 2018 (Attached)
County Court: Nov 7, Nov 14, 2018 (Attached)

Packet
V&C Board: 12-06-2018

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

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- ✓ Tori Barnett, City Recorder, reminded the Council that the Council meeting on December 18th would begin at 5:30 to allow attendance at the social for the outgoing Mayor and Councilor which was set to begin at 7:00p.m.

- ✓ Councilor Crume stated he would like to see a letter go the federal route with regard to the issues associated with the NPDES permit. Council asked Cliff Leeper, Public Works Director to prepare a letter for their review.

- ✓ Councilor Capron stated the postings had gone out regarding committee appointments, and stated the members didn't always feel involved or listened to. He reminded the Council of the importance of these committees and the volunteers who stepped up to serve on them, and encouraged the Council to really listen to their input.

Letter to LOC re: Rent Control and Various Other Issues
Councilor Justus stated he worked closely with the renter's association, and the biggest issues they were going to run into in the city was with rent control, as the majority of the rental units were owned by individual owners. If a regulatory burden was placed on the owners, they were going to sell. The city was already very low on rental units, and if they reduced it by that much more, there would be a serious housing shortage. They needed to carve Eastern Oregon out of those restrictions.

Mayor Verini asked that they get something solid that had been written about this. They needed to see the facts, which would help them determine what they could do as a Council, but they'd also need to include Cliff Bentz and Lynn Findley, in this discussion, as well as the Boarder Board.

Mr. Sullivan stated he had done some research, as did Dan Cummings, and neither of them were able to find anything in any news item that dealt with any steps that were now being taken by the State of Oregon to adopt a state law that imposed rent control on a statewide basis. There was an adopted law in Oregon that forbade cities from adopting rent control. That provision was subject to a bill in the 2017 legislature to abolish that preemption so that individual cities could adopt it. That bill passed the Oregon House, but it never passed the Senate. The current status of that law was that there was no statewide rent control and there was a law that prevented individual cities from establishing rent control. Someone needed to research on what was making this a matter of public interest right now.

Mayor Verini agreed. He had also done some research and was unable to locate anything about this issue and why it was suddenly of interest.

ADJOURN

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

ACCEPTED: **ATTEST**

_____ _____

Ronald Verini, Mayor Tori Barnett, MMC, City Recorder

January 2019

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

February 2019

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

March 2019

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

April 2019

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

May 2019

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

June 2019

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

July 2019

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

August 2019

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

September 2018

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

October 201

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

November 2019

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

December 2019

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

AGENDA REPORT
NEW BUSINESS
December 18, 2018

TO: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGER LEASE TRANSFER: 107 INDIA (BEN WIGGLEY, JR. TO DAVID KOEPPEN)

DATE: November 30, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL GRANT THE LEASE OF HANGER 107 INDIA TO OWNER DAVE KOEPPEN AS PRESENTED.

SUMMARY:

Dave Koeppen has purchased Hanger 107 India from Ben Wiggley Jr.and would like the lease with the City of Ontario to be put in his name.

BACKGROUND:

As hanger properties change hands at the airport, it has been the new owners responsibility to bring that change to the attention of the Airport Manager who in return presents that new ownership to the City Council so that hanger leases can be changed and kept up to date.

CURRENT SITUATION:

Dave Koeppen has purchased Hanger 107 India and is waiting for a new lease with the City of Ontario.

ANALYSIS:

A. **FINANCIAL** The lease transfer will continue to bring uninterrupted funds to the city.

B. **TIMING** It is pertinent to make the change at this time as the hanger has already been purchased.

C. **POLICY/LEGAL** It is the policy of the city to renew, transfer or make changes to all hanger leases at the Ontario Municipal airport.

ALTERNATIVES:

The Council could choose not to grant the transfer of lease 107 India.

RECOMMENDATION:

Staff recommends that the transfer of hanger 107 India be granted to Dave Koeppen as presented.

ATTACHMENTS:

1. Hangar Lease Dave Koeppen 107 India
2. Dave Koeppen Hanger 107 map
3. David E. Koeppen 08-02-2018
4. Dave Koeppen bill of sale 107 india

LEASE AGREEMENT
107 India

THIS AGREEMENT made and entered into this **18th day of December, 2018**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Dave Koeppen**, located at **107 India, Ontario airport**, 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 for airplane storage and hangar use.

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

1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **18th day of December, 2018**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.

2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen (15.0¢)** cents per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **1,023 square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.

3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.

4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.

6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector 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.

7) The Landlord covenants and agrees to spray or otherwise control weeds located on and around the leased premises.

8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.

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

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

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

12) 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.

13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.

14) 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 the leased premises and shall keep the premises 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.

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.

15) 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 City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased 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.

17) The following shall be events of default:

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

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

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

18) 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 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

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

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

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

22) 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.

23) 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.

24) 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: Dave Koeppen
1583 NW26 Ave.
Fruitland, Idaho 83619
208-707-0715

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

25) 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.

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so 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.

27) 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.

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

CITY OF ONTARIO, OREGON

_____
Ronald Verini, Mayor

ATTEST

_____
Tori Barnett, MMC, City Recorder

TENANT

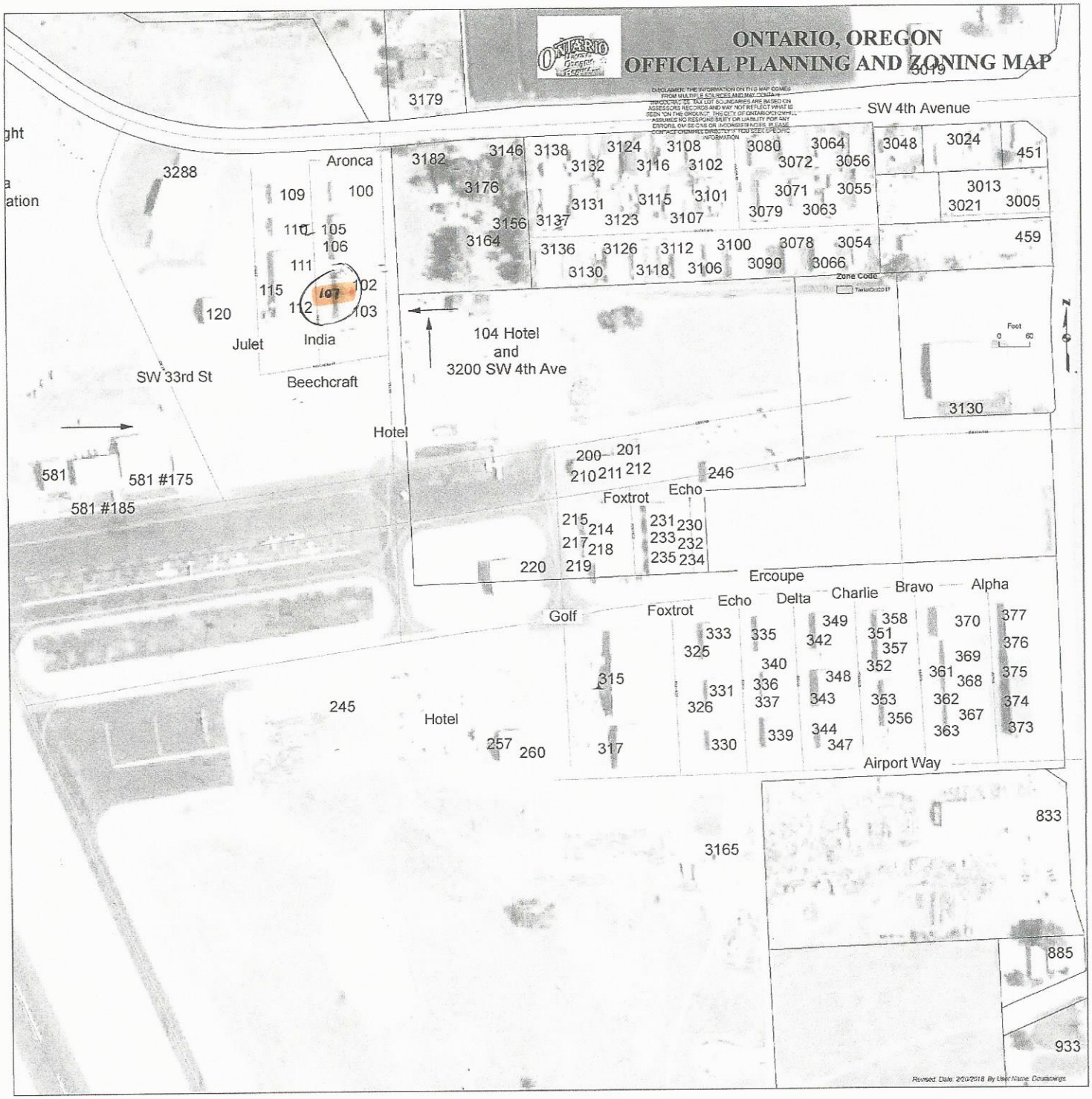
_____
Dave Koeppen

TENANT

_____

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon

received 12-6-18 IDA.

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: CITY OF ONTARIO
PUBLIC WORKS ADMINISTRATION, 581 SW 33RD ST. HOTEL NO. 101 & 103 &107
ONTARIO, OR 97914

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:
DAVID E. KOEPPEN
1583 N.W. 26TH AVENUE
FRUITLAND, ID 83619-3552, USA

POLICY NO. LA 000228584-14
POLICY PERIOD: From August 4, 2018 to August 4, 2019
INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

		Limits of Liability
A.	**Aircraft** Liability Single Limit for **Bodily Injury** and **Property Damage** Including **Passengers**, but **Passenger Bodily Injury** Limited within the Single Limit to	$ 1,000,000. each **occurrence** $ 100,000. each **passenger**
B.	**Medical Expense** Including crew	$ 5,000. each **passenger**
C.	**Physical Damage** to **Your Aircraft**	

ID Number	Year	Make and Model	Agreed Value	Coverage Type and Deductibles Not-in-Motion	Not-in-Flight	Flight
N6421F	1967	CESSNA 150	$ 19,000.	$ 0.	$ 0.	$ 0.
N6300Z	1968	PIPER PA 32 FG	$ 75,000.	$ 0.	$ 0.	$ 0.
			$	$	$	$
			$	$	$	$
			$	$	$	$

THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;

2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;

3. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;

4. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation
Coverage is subject to Date Recognition Exclusion Clause.

The **Aviation Managers** has made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assumes no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 12331400-12

Date of Issue August 2, 2018

By _____ (Authorized Representative)

LAD30B (10/16)

AIRCRAFT HANGAR
BILL OF SALE

This sale agreement is made by and between (Seller) BEN WIGLEY JR Type text here of 5960 HWY 30 HUNTINGTON OREGON 97907, and (Buyer) DAVID KOEPPEN of 1583 NW 26TH AVE FRUITLAND, ID 83619.

With the signing of this sale agreement and the Buyer transferring the total purchase price of $ 12,000.00 to the Seller, the Seller hereby sells and forever transfers the ownership of the aircraft hangar described below, to the Buyer.

Description of the aircraft hangar being sold:

Make: _____ Model: _____ Serial #: _____

Airport location name: ONTARIO, OREGON Site # INDIA 107

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

Seller	Buyer
Ben Wigley JR	
BEN WIGLEY JR (seller's name printed)	DAVID KOEPPEN (buyer's name printed)
10-23-2018 date signed	10-23-2018 date signed

AGENDA REPORT
NEW BUSINESS
December 18, 2018

TO: Mayor and City Council

FROM: Cliff Leeper, Public Works Director
Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: UPDATE MUTUAL AID AGREEMENT BETWEEN CITY AND STATE TRANSPORTATION DEPARTMENT

DATE: December 11, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE OREGON DEPARTMENT OF TRANSPORTATION PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT.

SUMMARY:

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The Mutual aid agreement enables public works agencies to support each other during an emergency and provides the mechanism for immediate response to the requesting agency when the responding agency determines it can provide the needed resources and expertise. The agreement sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

BACKGROUND:

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation maintains the list of all parties on the agreement list and sends an updated list out whenever an agency is added or removed from the list. Any agency may cancel its participation at any time by giving written notice. The agreement remains in effect for five years after the date that the party executes the agreement.

The City of Ontario and local Oregon Department of Transportation have maintained an excellent relationship over the years. They have continually supported each other - responding quickly in support of snow, flood or other situations which require the aid of large pieces of equipment and additional manpower.

CURRENT SITUATION:

The City's previous agreement expired on 2/13/2018 and is due for renewal if desired by the Council.

ANALYSIS:

A. **FINANCIAL** None.

B. **TIMING** Because the current agreement has expired, immediate action is recommended.

C. **POLICY/LEGAL** Policy requires Council approval.

ALTERNATIVES:

1. Approve the Public Works Emergency Response Cooperative Agreement and receive needed work resources when necessary.

2.Do not approve the Public Works Emergency Response Cooperative Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the Public Works Emergency Response Cooperative Agreement.

ATTACHMENTS:

1. ODOT Mutual Agreement - Emergency Response

Oregon
Kate Brown, Governor

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

October 29, 2018

City of Ontario
Public Works, Cliff Leeper
444 SW 4th Street
Ontario, OR 97914

Dear Mr. Leeper:

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. As stated on Page 5, the Agreement shall remain in effect for five years after the date a party executes the Agreement. Your agency's commitment to the agreement expires 2/13/2018.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the Requesting Agency when the Responding Agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement and sends an updated list to all agencies whenever an agency is added to or removed from the list. Any agency may cancel its participation by giving written notice. The list of current members and guidelines on the ODOT Maintenance and Operations Branch web page at
http://www.oregon.gov/ODOT/HWY/OOM/ERP/pwma.shtml

To renew your agency's participation in the agreement, send the completed signature page to:

Greg Ek-Collins
ODOT Maintenance and Operations Branch
455 Airport Road, SE Bldg. K
Salem, OR 97301
Fax: (503) 986-3055

If you have any questions about the agreement, please call Greg Ek-Collins, ODOT Statewide Emergency Operations Manager, at (503) 986-3020.

Sincerely,

Luci Moore
State Maintenance Engineer

OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

A. Determine whether it has the personnel, equipment, or material available to respond to the request.

B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.

C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.

D. Provide appropriate access to the available material.

E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.

B. Compensation for equipment at Responder's established rental rate.

C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall by paid by the Requestor, subject to the following limitations:

1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.

2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.

3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.

C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:

1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.

2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

October 1, 2018

Luci Moore
Statewide Maintenance Engineer

Date

AGENDA REPORT
NEW BUSINESS
December 18, 2018

TO: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: SE 5TH AVENUE INTERGOVERNMENTAL AGREEMENT REVIEW

DATE: December 11, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN OREGON DEPARTMENT OF TRANSPORTATION AND THE CITY OF ONTARIO, COMMITTING THE CITY TO PROVIDE MATCHING FUNDS FOR THE PROJECT UP TO $95,000.

SUMMARY:

The city was awarded the grant for SE 5th Ave last year. The action required today is the signing of the Intergovernmental Agreement (IGA) with the State of Oregon. The IGA is an agreement that secures grant funding from the State of Oregon for up to $904,033.06 for the SE 5th Ave Street Project. By signing the IGA, th city commits to spending the required matching funds, at 11.27%. Matching funds can be used from the city's Fund Exchange Account.

BACKGROUND:

The SE 5th Avenue corridor is an extremely well used route for pedestrians and cyclists to move across I-84 to access work, home, and shopping. The SE 5th Ave Project will construct a 6-foot-wide multi-use path, ADA ramps, and intersection improvements, including storm drainage. The project will also cover embankment widening, retaining walls, and new guardrail installation on the existing overpass.

This grant will allow for necessary pedestrian safety and access across I-84.

CURRENT SITUATION:

Currently SE 5th Avenue does not have continuous pedestrian or bicycle access along SE 5th Avenue or ADA accessible ramps or sidewalks for safe pedestrian travel across I-84. By signing the IGA, the Council will allow th project to move forward with grant funding, using State Fund Exchange dollars for match.

ANALYSIS:

A. **FINANCIAL**

URBAN AREA	2016 ENDING	2017 ALLOCATION	2018 ALLOCATION	CURRENT BALANCE
ONTARIO	$ 388,827.00	$ 139,112.00	$ 199,958.68	$ 727,897.68

At the identified match rate, the City needs to cover approximately $101,885. Because the City is responsibl for any amount over the total budget, we recommend including a 5% contingency, at $45,000. Typically, a 10% contingency is included, but because this is a shared grant situation, and contingency is built into the grant funding already, we do not want to over-inflate this amount. The total recommended budget for the City would then be: $146,000. This leaves over $581,000 in the Fund Exchange account for the SE 2nd Stree project. As can be seen, the fund grew significantly this past year and is anticipated to continue to grow at this rate over the coming years.

B. **TIMING** Staff recommends completing this as soon as possible so that the city can engage in selecting a design contractor.

C. **POLICY/LEGAL** Policy requires Council approval.

ALTERNATIVES:

The Council could choose not to authorize signature of the IGA, but would then lose all grant funding.

RECOMMENDATION:

Staff recommends that the City Council approve the signing of the Intergovernmental Grant with ODOT for the SE 5th Avenue.

ATTACHMENTS:

1. 32970 SE 5th Sidewalk final

LOCAL AGENCY AGREEMENT
State Funded Local Project Program
Project Name SE 5th to East Lane Sidewalk Project (Ontario)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the City of Ontario, acting by and through its Elected Officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.

2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

3. SE 5th Avenue and East Lane are part of the city street system under the jurisdiction and control of Agency.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency performing the following: constructing 6-foot wide sidewalks, ADA ramps at all intersections, and storm drainage facilities, embankment widening, retaining walls, and installation of new guardrail required at the existing overpass structure (Minor retaining walls may be needed behind the new sidewalk in some locations), hereinafter referred to as "Project." The Project location and approximate limits are shown the map Marked "Exhibit A," attached hereto and by this reference made a part hereof.

2. The total Project cost for the work to be performed under this Agreement is estimated at $1,007,503.97.00, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is $ 904,033.06.

   a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will

exchange $904,033.06 of federal dollars allocated for this Project for $904,033.06 of state dollars.

b. State funds under this Agreement are limited to $904,033.06.

3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.

4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.

5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.

6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Parargraph 1 of this Agreement.

2. **Americans with Disabilities Act Compliance:**
   a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):**

      i. Agency shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

      ii. Agency shall follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

      iii. At Project completion, Agency shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets

ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.

b. **Local Roads:** For portions of the Project located on Agency roads or facilities that are not on or along a state highway:

i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.

ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at: http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx;

Additional ODOT resources are available at: http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also

ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.

c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

   i. Pedestrian access is maintained as required by the ADA,

   ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

   iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,

   iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

   v. Applicable permitting and regulatory actions are consistent with ADA requirements.

d. Maintenance obligations in this section shall survive termination of this Agreement.

3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.

4. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:

   a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
   b. Final Cost;
   c. As-Constructed Drawings

5. **Project Change Request (PCR) Process -** Agency must obtain approval from State's Bridge STIP Coordinator and State's Bridge Engineer for changes to the Project's scope, schedule, or budget by submitting a PCR, as specified in Paragraphs 10 a-f, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget made prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.

a. **Scope -** A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.

b. **Schedule–** A PCR is required if Agency or State's Contact anticipates that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).

c. **Budget –** The Project's estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State's Regional Local Agency Liaison.

d. PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or $200,000, whichever amount is less, can be approved by the State Bridge Engineer. Such amendments can be approved and entered into by the State Bridge Engineer, subject to any applicable State approvals.

e. PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or $200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency Bridge Selection Committee with a majority vote. Such amendments must be executed by the same officials who executed the original Agreement, and are subject to any applicable State approvals.

f. **PCR Form -** Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

   The fillable PCR form and its instructions are available at the following web site: http://www.oregon.gov/ODOT/Forms/2ODOT/2851.doc

6. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key Number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that

describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.

7. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.

8. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.

9. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

12. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.

13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

    a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.

    b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

14. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.

15. To the fullest extent permitted by law, and except to the extent otherwise prohibit under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:

    a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.

    b. To the fullest extent permitted by law, and except to the extent otherwise prohibit under ORS 30.140, Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.

    c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$5,000,000** for each job site or location. Each annual aggregate limit shall not be less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$4,000,000** ☐ **10,000,000.**

    d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than $1,000,000.

    e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

    f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.

18. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

20. Agency's Project Manager for this Agreement is Adam Brown, City Manager, City of Ontario, 444 SW 4th Street, Ontario OR, 97941. (541) 889-7684, Adam.Brown@ontariooregon.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.

2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:

    a. Scoping Notes; and
    b. Any other project specific information gathered during the scoping and selection process

3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.

4. If Project includes traffic signal improvements on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. Consistent with Agency Obligations Paragraph 2 State shall:

    a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on,

b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed,

c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines,

d. Upon completion of the Project, maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops and at State's expense,

e. Maintain the pavement markings and signing installed on the State highway in accordance with current ODOT standards, and

f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer. Any such timing modification shall comply with the ADA and Agency Obligations Paragraph 2,

5. State's Project Manager for this Agreement is Michael P. Barry, Local Agency Liaison, Oregon Department of Transportation, 3012 Island Avenue, La Grande, Oregon, 97850. michael.p.barry@state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   c. If Agency fails to provide payment of its share of the cost of the Project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such

proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20510) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

City of Ontario, by and through its elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned designee)

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:
Adam Brown, City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 9791
(541) 889-7684
Adam.Brown@ontariooregon.org

State Contact:
Michael P. Barry, LAL
3012 Island Avenue
La Grande, OR 97850
541-963-1353
Michael.p.barry@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region **5** Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General

Date_____

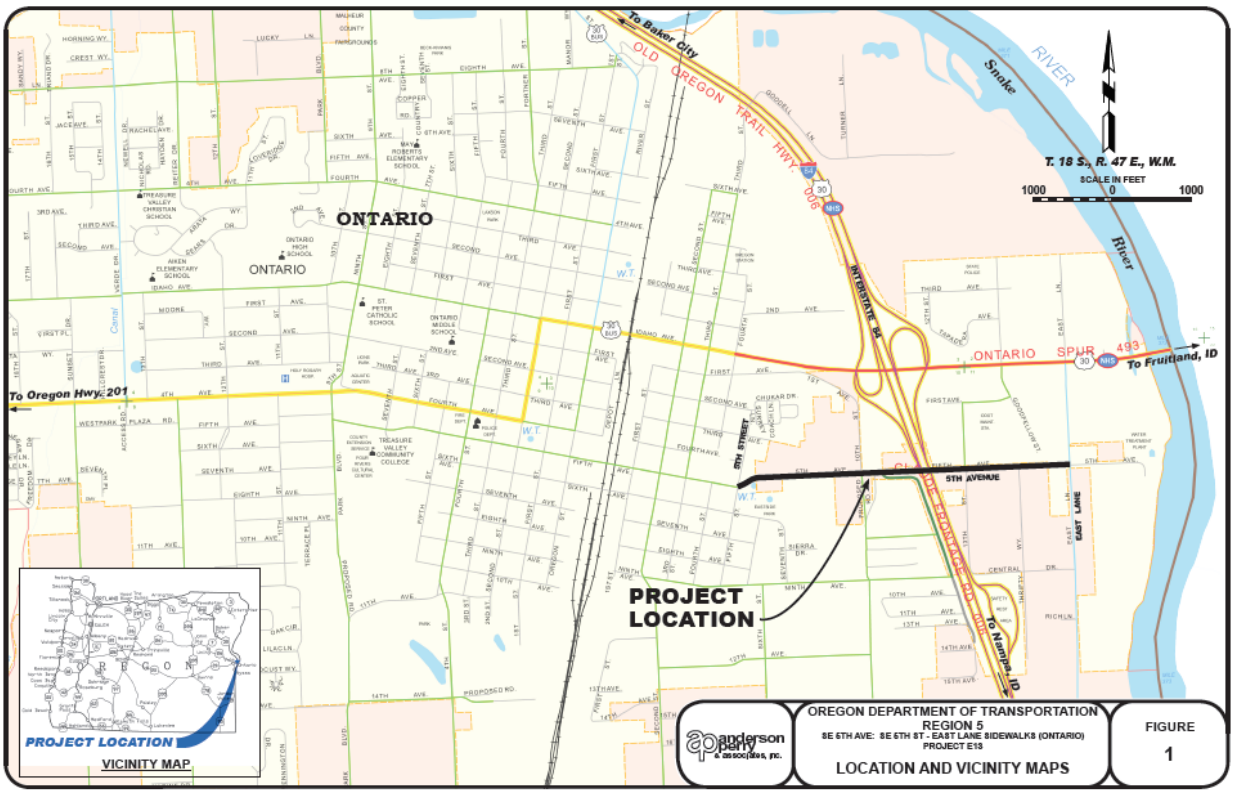



EXHIBIT A – Project Location Map