

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



**STUDY SESSION AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
THURSDAY, NOVEMBER 9, 2017, 12:00 PM, MT**

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

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 8, 2017. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

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

5) NEW BUSINESS

- A) Bid Award: Water Treatment Plant Solids Removal
- B) Airport Hangar Transfer of Ownership: Hugh Lackey to Dan & Carol Beaubien #100 Hotel
- C) Street Vacation NW Washington Project
- D) Resolution #2017-135: Legislative Position- Request the State to Allow Local Governments to Increase the Cost of Issuing Permits to Businesses Serving Alcohol
- E) Authorize a Public Hearing be Set for Resolution #2017-136: Supplemental Budget Approving Airport Manager FTE Adjustment and Appropriate HB 3400 Revenues
- F) Ordinance #2731-2017: Franchise Fee with Lightspeed Networks, Inc. (*First Reading, Declaring an Emergency*)
- G) Upgrades to the Supervisory Control and Data Acquisition (SCADA) System at the Wastewater Treatment Plant
- H) Appointees to the Development Advisory Council
- I) Public Employee Retirement System (PERS) Pension Unfunded Liability Debt Reduction Plan
- J) Sales Tax Recommended Actions
- K) Explanation of Tax Capitulation in Oregon

6) PUBLIC HEARING: Take Action at 11/21/2017 Council Meeting

- A) Ordinance #2732-2017: Annexation and Rezone of Tax Lot 800, Assessor Map 18S4711BC - Urban Growth Area General Commercial (UGA C-2) to City General Heavy Commercial (C-2H) **First Reading Tuesday 11/21/17**

7) DEPARTMENT HEAD UPDATES

- A) September Financial Report
- B) Community Development Quarterly Report
- C) Public Works Quarterly Report

8) HAND-OUTS/DISCUSSION ITEMS

- A) Breakfast with Santa, 2017
- B) Formation of Marijuana Ad-Hoc Committee
- C) Discussion Item: Street Acceptance - SW 2nd Avenue & Wellsprings Drive

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

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

- D) Monthly Stats: Public Works, Sep 22-Oct 21, 2017
- E) Monthly Stats: OPD, Sep 2017
- F) Monthly Stats: Code Enforcement Sep 2017
- G) Monthly Stats: OFR, Oct 2017
- H) Minutes: County Court 10/04/2017
- I) Minutes: County Court 10/18/2017

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

10) ADJOURN



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: BID AWARD: WATER TREATMENT PLANT SOLIDS REMOVAL

DATE: October 30, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE BID TO JAY HARTLEY EXCAVATION TO REMOVE 1,450 TONS OF SOLIDS FROM THE WATER TREATMENT PLANT AND TRANSPORT THEM FOR DISPOSAL AT THE PAYETTE COUNTY LANDFILL, FOR THE AMOUNT OF \$50,000.

SUMMARY:

There is a buildup of solids at the Water Treatment Plant that needs to be removed. The solids must be hauled to the Payette County Landfill, about a fourteen-mile round trip. With the current work load for Public Works it is not feasible to utilize them for the haul. An informal bid request was sent out to four contractors. Two responses were received. The bid amount was set at the council-approved total capital expenditure of \$50,000. The contractors then "bid" on the tons of solids they would remove. The bids received were from Jay Hartley Construction, in the amount of 1,450 Tons and Steve's Backhoe Service Inc., for 1,150 Tons.

BACKGROUND:

Part of the process of treating water is to settle out solids from the raw water. As the water proceeds through the plant for further treatment, the solids are piped out to ponds at the Water Treatment Plant where they settle. After a period of time, the solids build up to a depth that they must be removed and stored on the plant site to allow it to dry to facilitate its hauling to the landfill.

CURRENT SITUATION:

The solids are stockpiled at the Water Treatment Plant and should be removed prior to the cleaning of the next solids settling pond.

ANALYSIS:

- A. **FINANCIAL** The amount of \$50,000 has been set aside for solids hauling by the Council through the annual budget process.
- B. **TIMING** The current stock pile of solids must be removed before another pond can be drained, dried and excavated into a stockpile. The solids have been accumulating over years. Completing this effort over the next

several months is desired.

C. **POLICY/LEGAL** None.

ALTERNATIVES:

Do not award the bid.

RECOMMENDATION:

Staff recommends awarding the Bid to remove 1,450 Tons of solids from the Water Treatment Plant and transport it for disposal to the Payette County Landfill, for the amount of \$50,000.

ATTACHMENTS:

1. Bid Tracker Form
2. Jay Hartley Bid



City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid or Quote Tracking Form

Item: Water Treatment Plant Solids Disposal

Item On State Bid List? Yes ☐ No ☒

City Representative: Dan Shepard

Budgeted Amount: \$50,000.00

Date: 10/17/17

Line Item: _____

Vendor #1 Name: Jay Hartley Construction

Contact Person: Jay Hartley

Phone # 208-739-8996

First Attempt: Contact Date: 10/17/17 Contact Time: 4:02 PM Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: 1,450 tons

Notes:

Haul solids from Water Treatment Plant to Payette County Landfill

Vendor #2 Name: Anderson Excavating LLC

Contact Person: Dave Anderson

Phone # 541-881-0162

First Attempt: Contact Date: 10/19/17 Contact Time: 9:57 AM Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☒ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Haul solids from Water Treatment Plant to Payette County Landfill

Vendor #3 Name: Steve's Backhoe Service Inc.

Contact Person: Chad Gerulf

Phone # 208-741-2529

First Attempt: Contact Date: 10/19/17 Contact Time: 9:08 AM Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☒ Amount: 1150 tons

Notes:

Haul Solids from Water Treatment Plant to Payette County Landfill

Vendor #4 Name: Idaho Materials & Construction

Contact Person: _____ Phone # 1-208-466-5001

First Attempt: Contact Date: 10/19/17 Contact Time: 9:16 AM Response? Yes ☐ No ☒

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☒ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Excavate & Haul solids from Water Treatment Plant to Payette County Landfill. Did not respond to phone message

Vendor #5 Name: ////////////////////////////////////

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #6 Name: ////////////////////////////////////

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

**CONTRACT AGREEMENT
WATER TREATMENT PLANT SOLIDS REMOVAL PROJECT 2017**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between **Jay Hartley Excavation**, hereinafter called the "Contractor" and **City of Ontario, Oregon** hereinafter called the "Owner".

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of the Owner, the Contractor did in accordance therewith file with the Owner a proposal containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain contract documents entitled: **City of Ontario, Water Treatment Plant Solids Removal Project**.

Second: That in consideration of faithful compliance with the terms and conditions of this agreement the Owner shall pay to the Contractor at the times and in the manner provided in said documents an amount based upon the actual quantities of work performed at the contract unit prices with any cost increases or decreases resulting from approved contract change orders.

Third: That the date of Substantial Completion is 21 days after the start date listed on the Notice to Proceed, and the date of Final Completion is 30 days from the start date listed on the Notice to Proceed. Work to be performed under this contract shall commence within five (5) calendar days after the start date listed in the Notice to Proceed as issued by the Owner.

Fourth: That the contract documents which are hereby made a part of this Agreement are as follows:

1. Request for Bids
2. General Conditions (ISPWC – not attached)
3. City of Ontario Supplementary Conditions
4. Drawings – including:
 - a. Solids Schematic Map
 - b. Location of Dump

Fifth: That the contract amount at the time of award is:

The Lump Sum TONS of solids removed: **1,450** for a total amount not to exceed the budget of \$50,000.

Dollars: **Fifty thousand dollars and zero cents**
(spelled out in words)

(\$50,000.00).

IN WITNESS WHEREOF, said Contractor and said Owner have caused this Agreement to be executed on the day and year first above written.

City of Ontario, Oregon

(Owner)

By: _____
(City Manager)

Date: _____

Attest: _____
(City Recorder)

Date: _____

(Contractor)

By: _____
Contractor (Print Name)

Title: _____

Date: _____

Attest: _____
(Secretary)

Date: _____

(Corporate Seal)

(Corporate Seal)

Address for giving notices:
City of Ontario, Public Works Department
1551 NW 9th Street
Ontario, OR 97914

License No. _____



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AIRPORT HANGAR TRANSFER OF OWNERSHIP: HUGH LACKEY TO DAN & CAROL BEAUBIEN
#100 HOTEL**

DATE: November 6, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE HANGAR LEASE TRANSFER OF OWNERSHIP FROM HUGH LACKEY TO DAN AND CAROL BEAUBIEN, HANGAR #100 HOTEL.

SUMMARY:

Hanger leases that are up for renewal and change of ownership require Council approval for ground leases.

BACKGROUND:

The Airport Committee previously passed a motion to allow the City Council to approve all non commercial leases that are renewals or change of ownership. The Council adopted a change to the Municipal Code in 2017 allowing this change.

CURRENT SITUATION:

Dan and Carol Beaubien purchased the 1,200 square foot hanger from Hugh Lackey and is seeking a lease agreement with the city.

ANALYSIS:

- A. **FINANCIAL** The city by resolution, may increase hanger ground lease fees, following the Portland CPI, not to exceed 6% annually. The lease is currently paid in full at a rate of 14.5 cents per square foot.
- B. **TIMING** The hanger has been purchased and is requesting the change of ownership be reflected on the lease to keep it current.

- C. **POLICY/LEGAL** Council approval is required for lease renewals and changes in ownership of hangers.

ALTERNATIVES:

The Council could opt not to approve the renewal.

RECOMMENDATION:

Staff recommends the Council approve the request for change of ownership on hanger lease.

ATTACHMENTS:

1. Hangar Lease Transfer #100 Hotel
2. Hanger Insurance Dan & Carol Beaubien
3. Hanger Property Dan & Carol Beaubien
4. Hanger Bill of Sale Dan & Carol Beaubien



**LEASE AGREEMENT
HANGAR #100 HOTEL**

THIS AGREEMENT made and entered into this **November 1, 2017**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Dan and Carol Beaubien**, 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 **1st day of November, 2017**. 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 **FOURTEEN POINT FIVE (14.5¢)** 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 **1,200 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: Dan and Carol Beaubien
3731 Lincoln Drive
Ontario, OR 97914
541-889-0451

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

ATTEST

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Dan Beaubien

Carol Beaubien

Insured First Name Dain	Insured Last Name Beaubien	Rep. No. 24551	Financial Representative Name Dennis Hart	Policy No. ak4682909
Insured First Name	Insured Last Name	Agency Office No. 24551	Agency Office Name Cascades East	
Mailing Address 3731 Lincoln Dr		Effective Date 11/03/2017	THIS BINDER WILL BECOME EFFECTIVE ON THIS DATE FOR A TERM OF 30 DAYS AGAINST LOSS AS FOLLOWS:	
City Ontario	State OR	At Your Place of Residence 12:01 a.m.		

LOCATION OF INSURED PROPERTY				Street Address or Lot or Block Number and City	Zip Code
No. Acres	1/4 Sec.	Twp.	Range	County	
02				Matheur	97914
				581 SW 33rd st, Ontario	

COVERAGES (PERILS ARE LISTED ON THE REVERSE SIDE.)					
	PERSONAL LIABILITY	MEDICAL PAYMENTS	DEDUCTIBLE		
HOMEOWNERS					
Peril 1 - 19 (Code 01)					
Peril 2 - 19 (Code 02)					
Peril 2 - 10 & 19 (Code 15)					
HOME PROTECTOR					
Peril 1 - 19 (Code 01)					
Peril 2 - 19 (Code 02)					
Peril 2 - 10 (Code 07)					
FARM OR AGRICULTURE					
Additional Livestock Perils					
Peril 1 - 19 (Code 01)					
Peril 2 - 19 (Code 02)					
Peril 2 - 10 & 19 (Code 15)					
Peril 2 - 21 & 26* (Code 11)					
* Includes Peril 27 when writing an AgriPlus policy					
Is this all of the insured's eligible farm business? ☐ Yes ☐ No					
Number of man days of hired labor per year					
MOBILE HOME					
ADDITIONAL PERILS					
COMPREHENSIVE					

DESCRIPTION OF INSURED ITEMS			
ITEM	PERIL CODE	AMOUNT OF INSURANCE	PERIL CODE
Airport Hanger	02	\$	
		\$	
		\$	
		\$	
		\$	
ADDITIONAL INTEREST			
☐ Mortgage			
☐ Loss Payable			
☐ Additional Insured			
☐ Additional Named Insured			
LOAN NO.			
ADDRESS			
PREMIUM PAID ON THIS BINDER ☐ Yes ☐ No Amt Paid: \$			
ESTIMATED ANNUAL PREMIUM: \$			

11/03/2017

DATE

213040R (01-10/11)

101513-02-201605

INSURED'S SIGNATURE

101513-02-201605

BILL OF SALE

Date Nov 2nd 2017

I, the undersigned seller, Lackey Family Trust by Gail Lackey Trustee
for the sum of \$ 20,000.00

sell to the undersigned buyer,

the following property: See attached - One Airport Nanger SQ FT-1360

Ref # 7700

Property address: 100 Hotel Runway Ontario, OR

Tax Lot # 4100

The undersigned seller affirms that the above information about this property is accurate to the best of his/her knowledge.

The undersigned buyer accepts receipt of this Bill of Sale and understands that the above property is sold in "as is" condition with no guarantees or warranties, either expressed or implied, for the property.

Seller's Name (print): Hugh and Lorraine Lackey Family Trust Gail Lackey

Seller's Signature: Gail M. Lackey Trustee

Street Address: 5711 W. RANDOLPH DR

City/Town: BOISE

State: IDaho

Apt: _____

ZIP: 83705

Phone #: 208 919.3332

Buyer's Name (print): DAN BEAUBIEN

Buyer's Signature: Dan Beaubien

Street Address: 3731 Lincoln drive

City/Town: Ontario

State: Oregon

Apt: _____

ZIP: 97914

Phone #: 541-889-0451



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: STREET VACATION NW WASHINGTON PROJECT

DATE: November 1, 2017

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL INSTRUCT STAFF TO BEGIN THE PROCESS OF VACATING THE UNUSED PORTIONS OF STREET RIGHT OF WAY THEY FEEL IS NO LONGER NEEDED AND REQUIRED BY AGREEMENTS AS PART OF THE NW WASHINGTON STREET PROJECT AS ALLOWED BY ORS 271.130.

SUMMARY:

In 2009 Oregon Department of Transportation (ODOT) awarded the City of Ontario \$4.5 million in Job and Transportation Act (JTA) funds for a Project named the "NW Washington Re-alignment Project".

In August of 2010 the City of Ontario entered into an agreement to have ODOT negotiate the purchase of lands needed for the construction of the NW Washington Project. As part of the negotiations the unused lands and right of ways were required to be vacated and exchanged.

BACKGROUND:

As part of the agreements made during this period a portion of the unused property purchased was agreed to be deeded to FM Idaho along with vacated portion of streets as described in attachment "B" of this report.

Also in the agreement any other surplus property not needed for this project was to be returned to ODOT of which has been done, but to make some of this land usable some unused portions of street right of way need to be vacated as shown on Attachment "A".

CURRENT SITUATION:

It was discovered that the street vacations and required property line adjustments have not been completed and this action is required to complete the agreements.

Staff has been working with ODOT and have agreed to work together to get this project completed as per the agreement.

ANALYSIS:

- A. **FINANCIAL** ODOT has agreed to pay for the document recordings required to complete this process through the remaining funds in the JTA Project and help City staff in completing this process therefore costing city staff time.

- B. **TIMING** The, action along with the required Public hearings for the vacations and property line adjustment, need to be completed as soon as possible so that this project may be closed out.

C. **POLICY/LEGAL**

ORS 271.130 reads:

"Vacation on council's own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide."

ALTERNATIVES:

Alternatives could be as follows:

1. The Council could choose not to move forward with the vacations and adjustments and make an agreement with FM Idaho for repayment of the agreed upon lands.
2. Chose to vacate only "B PLACE" and complete the FM IDAHO agreement only.

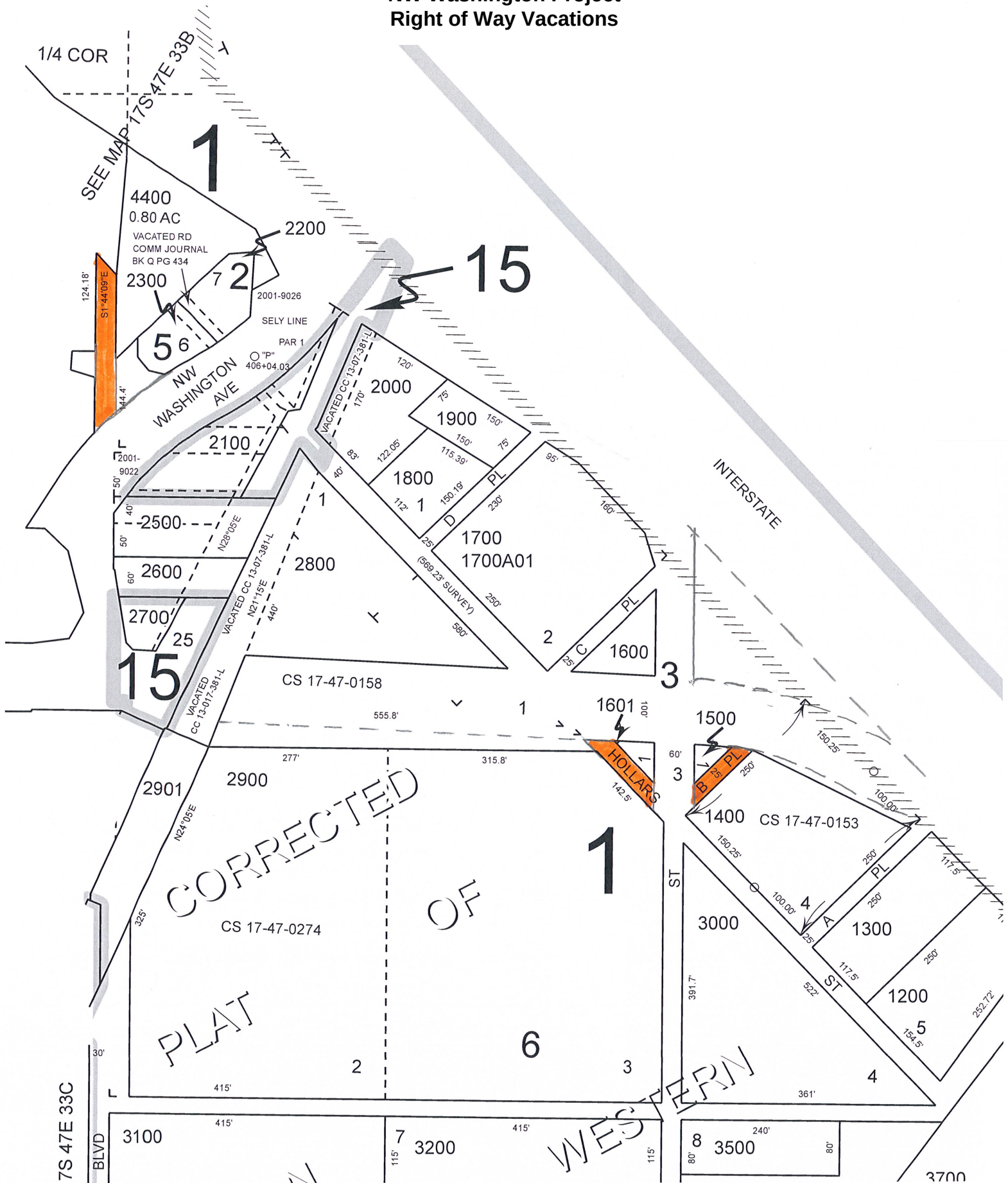
RECOMMENDATION:

Staff recommends to vacate portions of "B PLACE" and "North Park Boulevard" as shown on attachment "A" and possible that portion of "Hollars Street" shown on attachment "A" if staff determines it is also beneficial.

ATTACHMENTS:

1. Vacation Attachment A
2. Vacation Attachment B

NW Washington Project Right of Way Vacations



Attachment "B"

NW Washington Project Right of Way Vacations

OBLIGATION(S) AGREEMENT

File No.: 7546009

Date: July 5, 2012

The City of Ontario is to:

- Make every effort to preserve and protect the existing buried underground power line located in NW 9th Street. Said underground power line feeds the radio towers from the FM Idaho office building. If during construction, this buried underground power line within NW 9th Street is impacted, the City of Ontario shall be responsible for all costs associated with such impact, and shall indemnify the Grantor herein subject to the limitations of the Oregon Constitution and the Tort Claims Act, for any costs or damages.

The City of Ontario has long term plans that include extending water and sewer down NW 9th Street. It is anticipated that at that time those water and sewer extension will be installed under the said existing buried underground power line. Said City of Ontario liability responsibility will extend to those future projects.

FM Idaho agrees to provide a utility locate for said buried underground power line prior to construction of the Northwest Washington Avenue Realignment.

- The City of Ontario agrees to employ the services of James Boyd of Boyd Broadcast Technical Services for the supervision and work during the Park Avenue construction as outlined in KSRV, Ontario, Ground System Repair and Proof of Performance.
- The City of Ontario agrees to pay \$208 per hour for time off the air, if applicable, should the radio transmission be interrupted through fault of the Park Avenue construction project.
- The City of Ontario agrees to vacate the unused portions of B Place Street following completion of the NW Washington Avenue construction project subject to any interest of utilities lying within the vacated street.
- The City of Ontario agrees to declare surplus the unused portion of land lying southeasterly of the new intersection of NW 9th Street and NW Washington Avenue. As required, the property shall be appraised and the appraised value applied as a debit against the settlement amount as agreed between the City of Ontario and FM Idaho Co., Inc. The City of Ontario will execute a Deed for the value established by appraisal of said surplus property and place it into escrow until such time as B Place Street can be vacated and a Property Line Adjustment completed. The cost of escrow and Property Line Adjustment to be paid by the City of Ontario.
- FM Idaho agrees to remove VFW Monument/Flagpole and all trees and shrubs on northeast and south side of building prior to the commencement of the road improvement construction as per Duane L. Bellows Construction, Inc. Bid Proposal of May 22, 2012.
- City of Ontario agrees to remove existing chain-link fencing and electric business sign. City of Ontario to retain ownership of sign and fencing.

Any construction lying outside of the traveled portion and shoulders but within the right of way of the highway which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices and hereafter shall be maintained or reconstructed by the property owner in

accordance with ORS 374.305, et seq. and OAR 734-051-0010 to 051-0400, OAR 734-055-0050 to 055-0600 and other applicable statutes and regulations.

If any of the construction under the terms of this agreement is outside of the highway right of way, Grantors hereby grant City, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is understood and agreed that City's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by deed between Grantors and City. This agreement shall not be effective or binding until Grantors receive notice from the City accepting the conveyance of the real property interests.


FM Idaho, Inc. ^{Date} *Sole Manager JH Fd + Co. LLC*

City of Ontario

Date



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2017-135: LEGISLATIVE POSITION- REQUEST THE STATE TO ALLOW LOCAL GOVERNMENTS TO INCREASE THE COST OF ISSUING PERMITS TO BUSINESSES SERVING ALCOHOL

DATE: October 27, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2017-135: A RESOLUTION RECOMMENDING A LEGISLATIVE POSITION BE TAKEN BY THE STATE OF OREGON AND OUR LOCAL LEGISLATORS TO AMEND ORS 471.166(7) BY REMOVING THE ALCOHOL PERMIT FEE CAP OF \$25 FOR CITIES AND COUNTIES TO ALLOW THEM TO COLLECT HIGHER FEES TO COVER POLICING COSTS.

SUMMARY:

The impact of alcohol on city resources is significant. State ordinance restricts cities and counties from collecting more than \$25 for alcohol permits. The City of Ontario would like to appeal to our state legislators and governor to seek legislation that would remove the \$25 cap on fees cities are allowed to collect to make non-binding recommendations to the Oregon Liquor Control Commission.

BACKGROUND:

The issue has been studied multiple times by local and state agencies. A report was created in 2011 by the League of Oregon Cities showing the cost of alcohol on a community.

CURRENT SITUATION:

The Ontario City Council is continuously asked to provide recommendations to the Oregon Liquor Control Commission for new establishments seeking to serve alcohol. State law restricts cities and counties from charging more than \$25 for the permit required for the City Council to make a recommendation.

In 2011 a study by the League of Oregon Cities estimated the cost of providing criminal justice,

enforcement, and prevention and treatment services at \$109 million which easily exceeds the \$74 million in revenue sharing from liquor sales in the State at that time. Extrapolating that number for inflation the cost in today's dollars would be closer to \$120 million.

ANALYSIS:

- A. **FINANCIAL** Increasing permits is one way to add more revenue for addressing the cost of providing policing services needed to serve alcohol establishments. The other is to increase the local revenue from alcohol sales.
- B. **TIMING** The City Council of Ontario would like to address this matter in the upcoming legislative session.
- C. **POLICY/LEGAL** Changes to the Oregon Revised Statutes can only done by state legislators.

ALTERNATIVES:

Increase revenue sharing of funds collected by the Oregon Liquor Control Commission. This alternative would be more difficult for state to re-appropriate the disbursement of state collected funds to local agencies.

RECOMMENDATION:

Staff recommends passage of Resolution #2017-135. a resolution recommending a legislative position be take by the State of Oregon and our local legislators to amend ORS 471.166(7) by removing the alcohol permit fee cap of \$25 for cities and counties to allow them to collect higher fees to cover policing costs.

ATTACHMENTS:

- 1. 2017-135



RESOLUTION #2017-135

A RESOLUTION RECOMMENDING A LEGISLATIVE POSITION ON THE LIMITS OF CITY AND COUNTY LIQUOR APPLICATION FEES

- WHEREAS,** ORS 471.166(7) restricts a local government from charging an application fee not to exceed \$25; and
- WHEREAS,** Local government units, cities and counties, are required to provide a recommendation to the Oregon Liquor Control Commission; and
- WHEREAS,** Cities and counties in Oregon are the principal providers of public safety and substance abuse treatment in the state; and
- WHEREAS,** Performing duties to combat alcohol related crimes and social programs requires large dedications of time and money; and
- WHEREAS,** According to a League of Oregon Cities [study](#) in 2011 alcohol is involved in 80 percent of certain crimes, while liquor law violations such as driving under the influence, can cost a city up to \$2,500 per arrest”, and

NOW THEREFORE, THE CITY OF ONTARIO RESOLVES AS FOLLOWS: The City of Ontario encourages the State of Oregon and our local legislatures to amend ORS 471.166(7) by removing the alcohol permit fee cap of \$25 for cities and counties to allow them to collect higher fees to cover policing costs.

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

AYES:

NAYS:

EXCUSED:

ABSENT:

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

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AUTHORIZE A PUBLIC HEARING BE SET FOR RESOLUTION #2017-136: SUPPLEMENTAL BUDGET APPROVING AIRPORT MANAGER FTE ADJUSTMENT AND APPROPRIATE HB 3400 REVENUES**

DATE: November 6, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE A PUBLIC HEARING BE SET FOR SUPPLEMENTAL BUDGET FOR RESOLUTION 2017-136 ADOPTING A SUPPLEMENTAL BUDGET TO INCREASE THE FTE COUNT AT THE ONTARIO MUNICIPAL AIRPORT FROM .5 FTE TO .7 FTE AND BUDGETING ADDITIONAL STATE REVENUE SHARING FUNDS.

SUMMARY:

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

In addition we received a one time payment of \$32,679 local option tax from HB 3400.

BACKGROUND:

In the Spring of 2017 the Airport Committee presented to the Ontario City Council a vision for the Ontario Airport and expressed its goal of having a full-time Airport Manager to accomplish that vision. Additional funding has been generated by leasing property on the airport grounds that will bring an additional \$14,000 to the airport.

The Airport Manager is currently funded for 20 hours per week. Under the same pay strategy for the Airport Manager position, the additional money derived from the property lease will buy an additional 8 hours of the Airport Manager's time. That funding will not be available until July 1, 2018.

CURRENT SITUATION:

It is our belief that the more hours we can afford for the Airport Manager, the more opportunities can be pursued for greater funding and self-sufficiency. One time revenue sharing from the state, that was not budgeted was received in October 2017 in the amount of \$32,679, this is restricted for city police use. Consequently, there is less general revenues needed than originally budgeted to fund police department expenditures.

I am proposing to transfer \$10,637 from the General Fund to fund the additional 8 hours of work that can be sustained by next year's lease revenues. This amount includes hourly wage, retirement contributions, and all payroll taxes.

ANALYSIS:

- A. **FINANCIAL** The number of hours requested is based on the ability to pay for the additional hours, by new revenue, after July 2018. A lease agreement for property on the former Ontario Golf Course was entered into this year and will generate new revenue of \$14,000 next fiscal year. Funding from that property must be dedicated to the Airport.

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

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

The remaining funds from the State Revenue Sharing will go to contingency.

- B. **TIMING** The 20 hours currently budgeted for the Airport Manager is used very quickly just in maintaining the property. Additional hours can be used to pursue revenue-generating strategies.
- C. **POLICY/LEGAL** The City Council must budget and appropriate funds and allocate funding for positions.

ALTERNATIVES:

Wait until July 1, 2018 - The Council could elect to wait until July of 2018 to budget and appropriate additional hours. Oversight of the improvement project may suffer. Winter snow maintenance could be hindered by the limit in hours available for work. Additional opportunities will not be pursued because of time restrictions.

RECOMMENDATION:

Staff recommends the Council approve staff's request to set a Public Hearing for Resolution 2017-136 to appropriate HB 3400 revenues and to increase the FTE at the Ontario Municipal Airport from .5 FTE to .7 FTE and appropriating funds for the position for the remainder of Fiscal year 2017.

ATTACHMENTS:

1. Resolution 2017-136



RESOLUTION #2017-136

A RESOLUTION APPROVING A SUPPLEMENTAL BUDGET TO INCREASE THE FTE COUNT AT THE ONTARIO MUNICIPAL AIRPORT FROM .5 FTE TO .7 FTE AND BUDGETING ADDITIONAL STATE REVENUE-SHARING FUNDS.

- WHEREAS,** A one-time payment of additional revenue sharing funds due to HB 3400 were received by the State of Oregon in the amount of \$32,679; and
- WHEREAS,** The revenue sharing funds are restricted for police department use which leaves less police department expenses to be covered by unrestricted taxes and other revenue; and
- WHEREAS,** The Ontario Municipal Airports use has greatly expanded and outlived the ability of a 20-hour employee to keep up with the needs of the airport and provide the level of service required by the customers; and
- WHEREAS,** The Airport expects to have additional re-occurring revenues in Fiscal Year 2018-2019 in the amount of \$14,000 which can sustain an additional 8 hours of the Airport Manager; and
- WHEREAS,** Other opportunities exist to pursue different revenue generating funding sources, but require time to dedicate toward that end; and
- WHEREAS,** The Airport has clearly articulated the possibilities of the airport to be self-sustaining and increase economic vitality in Ontario, and

NOW THEREFORE, THE CITY OF ONTARIO RESOLVES to increase the full time equivalent (FTE) count at the airport from .5 FTE to .7.

BE IT FURTHER RESOLVED, that the Ontario City Council budgets and appropriates an additional \$32,679 in state revenue sharing as follows:

Line Item	Item Description	FY 17-18 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-000-455900	HB 3400 Local Option Tax	\$ -	\$32,679	\$32,679
001-004-832000	Transfer to Airport Fund	\$31,332	\$10,637	\$41,969
001-004-871000	Operating Contingency	\$238,703	\$22,042	\$260,745
AIRPORT FUND				
120-000-458000	Transfer in	\$32,135	\$10,637	\$42,772
120-006-511000	Wages & salaries	\$ -	\$25,767	\$25,767
120-006-515000	Workman's comp	\$ -	\$285	\$285
120-006-516000	Retirement	\$ -	\$7,341	\$7,341

120-006-516500	Social security	\$ -	\$1,972	\$1,972
120-006-615551	Contract labor	\$30,000	(\$24,728)	\$5,272

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

AYES:

NAYS:

EXCUSED:

ABSENT:

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

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2731-2017: FRANCHISE FEE WITH LIGHTSPEED NETWORKS, INC. (FIRST READING, DECLARING AN EMERGENCY)**

DATE: November 3, 2017

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE A FIRST READING BY TITLE ONLY OF ORDINANCE NO. 2731-2017, AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC. THE RIGHT TO MAINTAIN A GENERAL TELECOMMUNICATIONS BUSINESS IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS TELECOMMUNICATIONS OPERATIONS AND DECLARING AN EMERGENCY.

SUMMARY:

Lightspeed Networks, Inc. is a telecommunications company that was granted a five year telecommunications Franchise by the city in 2011 in Ordinance No. 2663-011.

BACKGROUND:

That Franchise Agreement has expired, and Lightspeed has requested renewal, on the same terms as the 2011 Franchise. The proposed renewal Franchise Agreement is essentially identical to the one previously approved by the city.

CURRENT SITUATION:

The City Attorney, city staff and Lightspeed Networks have reviewed and approved the proposed Franchise Agreement. As was done in 2011, the proposed Agreement imposes a 7% franchise fee on the gross revenues earned by Lightspeed Networks within the city limits of Ontario. That is the same franchise fee on gross revenues that the city imposes on all telecommunications franchisees. Lightspeed is moving forward with obtaining right of way permits from the city and requests that the Franchise Agreement be expedited by the city. The proposed ordinance includes an emergency clause that it will go into effect immediately upon approval by the City Council.

ANALYSIS:

- A. **FINANCIAL** During the 2016-2017 budget year, Lightspeed Networks paid the City \$3,094.37 in franchise fees. If the City Council does not approve the Franchise Agreement, this will deprive the city of franchise fee revenue from Lightspeed Networks.
- B. **TIMING** Lightspeed Networks intends to pursue telecommunications activities in the city limits as soon as possible. Any delays in approval of the Franchise Agreement may cause delays in the plans of Lightspeed Networks and will likely delay receipt of franchise revenues by the city.
- C. **POLICY/LEGAL** Telecommunications Franchise Agreements are 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 No. 2731-2017 and its Franchise Agreement comply with federal and state law and the City Code. The City Code requires all telecommunications providers in the city to have written Franchise Agreements with the city. The city's policy is to charge all telecommunications franchisees a 7% franchise fee based on gross revenues earned within the city. The proposed Franchise Agreement is in accordance with city policy.

ALTERNATIVES:

A. An alternative would be to take no action.

- 1. The Council could take no action on this franchise request. This could result in a legal claim by Lightspeed Networks that the city is either barred by federal law from preventing it from operating in the city, or is discriminating against it under federal law, which requires municipalities to treat all telecommunications providers equally.
- 2. If the Council does 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 of the Agreement. If this occurs, the Council has the right to conduct that discussion with staff in an Executive Session under ORS 196.660(2)(e), Real Property Negotiations.

RECOMMENDATION:

Staff recommends that the City Council approve a first reading of Ordinance No. 2731-2017.

ATTACHMENTS:

- 1. Ordinance #2731-2017
- 2. Exhibit A - Ord 2731-2017



ORDINANCE NO. 2731-2017

AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC. THE RIGHT TO MAINTAIN A GENERAL TELECOMMUNICATIONS BUSINESS IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS TELECOMMUNICATIONS OPERATIONS AND DECLARING AN EMERGENCY

- WHEREAS,** Lightspeed Networks, Inc., dba LS Networks, an Oregon corporation (hereinafter “PROVIDER”) desires to provide broadband transmission services within the City of Ontario, Oregon (hereinafter “CITY”) and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and
- WHEREAS,** Chapter 2 of Title 3 of the Ontario City Code governs the application and review process for Telecommunication Franchises in CITY; and
- WHEREAS,** CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive Franchise to operate a telecommunications network in CITY.
- WHEREAS,** PROVIDER has a contract with the State of Oregon to connect fiber optic cable from within the City limits to the Snake River Correctional Institution for the establishment of a call center.
- WHEREAS,** An emergency is hereby declared for enactment of this Ordinance, in order to allow PROVIDER’S contract to be completed on an expedited basis because the previous franchise agreement with the City has expired.

NOW THEREFORE, The Common Council for the City Of Ontario ordains as follows:

SECTION 1. FRANCHISE AGREEMENT AND ORDINANCE.

- 1.1 **Agreement.** Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.
- 1.2 **Ordinance.** Chapter 2 of Title 3 of the Ontario City Code (hereinafter the “Telecommunications Code”) is attached to this Agreement as Exhibit “A” and incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Code. The parties agree that the provisions and requirements of the Telecommunications Code are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Code. The definitions in the Telecommunications Code shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Code which is determined to be unlawful or beyond CITY’s authority.
- 1.3 **Ordinance Amendments.** CITY reserves the right to amend the Telecommunications Code at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between PROVIDER’s rights and obligations under the Telecommunications Code as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, PROVIDER agrees to comply with any such amendments.

- 1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon PROVIDER the nonexclusive right, privilege, and Franchise to construct and maintain a telecommunications network in, upon, under, above and across the present and future public Rights-of-Way in CITY. Such poles, wires and other appliances and conductors comprising the telecommunications network may be strung upon poles or other fixtures above ground, or at the option of PROVIDER, may be laid underground, and such other apparatus may be used as may be necessary or property to operate and maintain the same. The Franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from (1) permitting those with a cable Franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes, or (2) from providing such service in the future if an appropriate Franchise is obtained and all other legal requirements have been satisfied.
- 1.5 **Licenses.** PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Code.
- 1.6 **Registration.** PROVIDER acknowledges and agrees that, as part of this Agreement, PROVIDER must file written registration with CITY, pursuant to the Telecommunications Code. Said registration is attached as Exhibit "B" and incorporated herein by reference.
- 1.7 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

SECTION 2. FRANCHISE FEE.

- 2.1 **Franchise Fee.**
- (a) For the Franchise granted herein, PROVIDER shall pay to CITY a franchise fee of 7% per annum of its Gross Revenues for local service rendered subscribers within CITY limits as defined in ORS 401.710.
 - (b) All payments shall be made to CITY, and sent as follows, unless PROVIDER is otherwise notified of a change in address in writing by CITY:
City of Ontario
Attn: Finance Department
444 SW 4th Street
Ontario, Oregon 97914
 - (c) The fee required by this section shall be due and payable within 45 days after the end of each applicable financial quarter.
- 2.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the Franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will work to impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY. Any such fee imposition will be subject to local, state, and federal rules and regulations.

SECTION 3. TERM.

- 3.1 **Term.** The Franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided.
- 3.2 **Rights of PROVIDER Upon Expiration or Revocation.** Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was before the removal was effected.

SECTION 4. POLICE POWERS.

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

SECTION 5. CHANGING CONDITIONS AND SEVERABILITY.

- 5.1 **Meet to Confer.** PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.
- 5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Code is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and the Telecommunications Code in Exhibit "A". For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement and the Telecommunications Code.

SECTION 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

- 6.1 **Grounds for Termination.** CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:
- (a) PROVIDER fails to make timely payments of the Franchise fee as required under Section 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;
 - (b) PROVIDER, by act or omission fails to comply with requirements set forth in the Telecommunications Code;
 - (c) PROVIDER, by act or omission, materially violates a material duty herein set forth in any manner particularly within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the Franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that

in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

- (d) PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

- 6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY. By accepting this Agreement, PROVIDER reserves all rights under the law including, but not limited to, those rights arising under section 253 of the Federal Telecommunications Act and the law of the State of Oregon.
- 6.3 **Remedies at Law.** In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.
- 6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

SECTION 7. PARTIES' DESIGNEES.

- 7.1 **CITY Designee and Address.** The City Manager or his/her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Code, all notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to CITY's representative at 444 SW 4th Street, Ontario, Oregon, 97914, or such other officer and address as CITY may designate by written notice to PROVIDER.
- 7.2 **PROVIDER Designee and Address.** The Corporate President or his/her designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Code, all notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to 921 SW Washington St., Suite 370, Portland, OR 97205, or such other office as PROVIDER may designate by written notice to CITY.
- 7.3 **Failure of Designee.** The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppel by CITY or PROVIDER.

SECTION 8. INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance.** Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance, automobile insurance, worker's compensation insurance, and comprehensive hazards insurance, all as set forth in Telecommunications Code Section 3-2-54 in Exhibit "A" attached hereto. The evidence may consist of a statement that PROVIDER is effectively self-insured if PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the state of Oregon. Any and all insurance, whether purchased by PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to CITY.
- 8.2 **Performance Bond and Surety.** PROVIDER shall satisfy the performance bond and surety requirements in Section 3-2-23 of the Telecommunications Code in Exhibit "A".

- 8.3 **Indemnification.** Both parties to this Franchise agree to indemnify and hold the other respective party and its officers, employees, agents and representatives harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the indemnifying party's acts or omissions, actual or alleged, pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred in defense of such claims. The indemnified party shall promptly give written notice to the indemnifying party of any claim, demand, lien, liability, or damage with respect to which the indemnified party seeks indemnification and, unless in the indemnified party's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the indemnified party may permit the indemnifying party to assume the defense of such with counsel of the indemnifying party's choosing, unless the indemnified party reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the indemnifying party shall not be obligated to indemnify, defend or hold the indemnified party harmless to the extent any claim, demand, lien, damage, or liability arises solely out of or in connection with negligent acts or omissions of the indemnified party.

SECTION 9. CONSTRUCTION PROVISIONS

- 9.1 **Construction Permit Fee.** Pursuant to Section 3-2-15 of the Telecommunications Code in Exhibit "A".
- 9.2 **Oregon Utility Notification.** CITY agrees to locate underground facilities owned and operated by CITY in accordance with Oregon Administrative Rules, in particular section 952-001-0070, entitled "Operators to Mark Underground Facilities or Notify Excavators that None Exist." Furthermore, it is agreed and understood that there are existing sewer service lines that run from the user to CITY's main line that are defined as un-locatable underground facilities pursuant to paragraph 17 of the "Definitions" section 952-001-0010. In these cases, and in CITY's judgment, CITY has no record of location or practical way of locating these sewer service lines. PROVIDER will assume all responsibility for damages to these lines and all damages to property related to damaging these lines by PROVIDER or its agents.

SECTION 10. GENERAL PROVISIONS.

- 10.1 **Binding Agreement.** The parties represent that (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.
- 10.2 **Governing Law.** This Agreement shall be interpreted pursuant to the provisions of the Constitution and laws of the United States, the State of Oregon, and the ordinances and Charter of the City.
- 10.3 **Time of Essence.** Time shall be of the essence of this Agreement.
- 10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 10.5 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 10.6 **Binding on Successors.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.
- 10.7 **Confidentiality.** CITY agrees to use its best efforts to preserve the confidentiality of information as requested by PROVIDER, to the extent permitted by the Oregon Public Records Law.

10.8 **Transfer of Franchise.** PROVIDER shall not, directly or indirectly, transfer, assign, or dispose of by sale, lease, merger, consolidation or other act of PROVIDER, ownership or control of a majority interest in the telecommunications system, without the prior consent of CITY, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

10.9 **Emergency; Acceptance of Franchise.** An emergency having been declared for the passage of this ordinance, this ordinance is effective immediately upon final passage. Within 30 days from the effective date of this ordinance, PROVIDER shall file with the City Recorder a written unconditional acceptance of this Franchise and all of its terms and conditions, and if PROVIDER fails to do so, this ordinance shall be void and of no effect.

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

AYES:

NAYS:

EXCUSED:

ABSENT:

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

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

ACCEPTANCE BY PROVIDER:

Ordinance No. 2731-2017 is accepted this _____ day of _____, 2017.

LIGHTSPEED NETWORKS, INC.

ATTEST

By: _____
Michael Weidman, President and CEO

Secretary

EXHIBIT A

ORDINANCE #2731-2017

Chapter 2 - TELECOMMUNICATIONS

Sections:

Article I. - Purpose and Intent

3-2-1 - Purpose.

The purpose and intent of this Chapter is to:

- (A) Comply with the provisions of the 1996 Telecommunications Act as they apply to local governments, telecommunications carriers and the services those carriers offer;
- (B) Promote competition on a competitively neutral basis in the provision of telecommunications services;
- (C) Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to businesses institutions and residents of the City;
- (D) Permit and manage reasonable access to the public rights-of-way of the City for telecommunications purposes on a competitively neutral basis and conserve the limited physical capacity of those public rights-of-way held in trust by the City;
- (E) Assure that the City's current and ongoing costs of granting and regulating private access to and the use of the public rights-of-way are fully compensated by the persons seeking such access and causing such costs;
- (F) Secure fair and reasonable compensation to the City and its residents for permitting private use of the public right-of-way;
- (G) Assure that all telecommunications carriers providing facilities and/or services within the City, or passing through the City, register and comply with the ordinances, rules and regulations of the City;
- (H) Assure that the City can continue to fairly and responsibly protect the public health, safety and welfare of its citizens;
- (I) Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition and technological development.

(Ord. 2427 § 1, 1999)

3-2-2 - Jurisdiction and management of the public rights-of-way.

- (A) The City has jurisdiction and exercises regulatory management over all public rights-of-way within the City under authority of the City Charter and State law.
- (B) Public rights-of-way include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements and all other public ways or areas, including the subsurface under and air space over these areas.
- (C) The City has jurisdiction and exercises regulatory management over each public right-of-way whether the City has a fee, easement, or other legal interest in the right-of-way. The City has jurisdiction and regulatory management of each right-of-way whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.
- (D) No person may occupy or encroach on a public right-of-way without the permission of the City. The City grants permission to use rights-of-way by franchises and permits.

- (E) The exercise of jurisdiction and regulatory management of a public right-of-way by the City is not official acceptance of the right-of-way, and does not obligate the City to maintain or repair any part of the right-of-way.
- (F) The City retains the right and privilege to cut or move any telecommunications facilities located within the public rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency.

(Ord. 2427 § 2, 1999)

3-2-3 - Regulatory fees and compensation not a tax.

- (A) The fees and costs provided for in this Chapter, and any compensation charged and paid for use of the public rights-of-way provided for in this Chapter, are separate from, and in addition to, any and all federal, state, local, and City charges as may be levied, imposed, or due from a telecommunications carrier, its customers or subscribers, or on account of the lease, sale, delivery, or transmission of telecommunications services.
- (B) The City has determined that any fee provided for by this Chapter is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees are not imposed on property or property owners, and these fees are not new or increased fees.
- (C) The fees and costs provided for in this Chapter are subject to applicable federal and state laws.

(Ord. 2427 § 3, 1999)

Article II. - Definitions

3-2-4 - Definitions.

For the purpose of this Chapter the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given the meaning set forth in the Communications Policy Act of 1934, as amended, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996. If not defined there, the words shall be given their common and ordinary meaning.

ABOVEGROUND FACILITIES. See OVERHEAD FACILITIES.

AFFILIATED INTEREST shall have the same meaning as ORS 759.010.

CABLE ACT means the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq., as now and hereafter amended.

CABLE SERVICE means to be defined consistent with federal laws and means the one-way transmission to subscribers of video programming, or other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

CITY means the City of Ontario, Malheur County, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.

CITY COUNCIL means the governing body of the City of Ontario, Oregon.

CITY PROPERTY means and includes all real property owned by the City, other than public rights-of-way and utility easements as those are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way franchising as provided in this Chapter.

CONDUIT means any structure, or portion thereof, containing one or more ducts, conduits, manholes, handholes, bolts, or other facilities used for any telegraph, telephone, cable television,

electrical, or communications conductors, or cable right-of-way, owned or controlled, in whole or in part, by one or more public utilities.

CONSTRUCTION means any activity in the public rights-of-way resulting in physical change thereto, including excavation or placement of structures, but excluding routine maintenance or repair of existing facilities.

CONTROL or CONTROLLING INTEREST means actual working control in whatever manner exercised.

DAYS means calendar days unless otherwise specified.

DUCT means a single enclosed raceway for conductors or cable.

EMERGENCY has the meaning provided for in ORS 401.025.

FEDERAL COMMUNICATIONS COMMISSION or FCC means the federal administrative agency, or its lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

FRANCHISE means an agreement between the City and a grantee which grants a privilege to use public right-of-way and utility easements within the City for a dedicated purpose and for specific compensation.

GRANTEE means the person to which a franchise is granted by the City.

OREGON PUBLIC UTILITIES COMMISSION or OPUC means the statutorily created state agency in the State of Oregon responsible for licensing, regulation and administration of certain telecommunications carriers as set forth in Oregon Law, or its lawful successor.

OVERHEAD or ABOVEGROUND FACILITIES means utility poles, utility facilities and telecommunications facilities above the surface of the ground, including the underground supports and foundations for such facilities.

PERSON means an individual, corporation, company, association, joint stock company or association, firm, partnership, or limited liability company.

PRIVATE TELECOMMUNICATIONS NETWORK means a system, including the construction, maintenance or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a person for their use and not for resale, directly or indirectly. "Private telecommunications network" includes services provided by the State of Oregon pursuant to ORS 190.240 and 283.140.

PUBLIC RIGHTS-OF-WAY means and includes, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including the subsurface under and air space over these areas. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for telecommunications facilities. "Public rights-of-way" shall also include utility easements as defined below.

STATE means the State of Oregon.

TELECOMMUNICATIONS means the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

TELECOMMUNICATIONS ACT means the Communications Policy Act of 1934, as amended by subsequent enactments including the Telecommunications Act of 1996 (47 U.S.C. Sections 151 et seq.) and as hereafter amended.

TELECOMMUNICATIONS CARRIER means any provider of telecommunications services and includes every person that directly or indirectly owns, controls, operates or manages telecommunications facilities within the City.

TELECOMMUNICATIONS FACILITIES means the plant and equipment, other than customer premises equipment, used by a telecommunications carrier to provide telecommunications services.

TELECOMMUNICATIONS SERVICE means two (2) way switched access and transport of voice communications but does not include: (a) services provided by radio common carrier; (b) one-way transmission of television signals; (c) surveying; (d) private telecommunications networks; or (e) communications of the customer which take place on the customer side of on-premises equipment.

TELECOMMUNICATIONS SYSTEM. See TELECOMMUNICATIONS FACILITIES above.

TELECOMMUNICATIONS UTILITY has the same meaning as ORS 759.005(1).

UNDERGROUND FACILITIES means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for "Overhead facilities."

USABLE SPACE means all the space on a pole, except the portion below ground level, the twenty feet (20') of safety clearance space above ground level, and the safety clearance space between communications and power circuits. There is a rebuttable presumption that six feet (6') of a pole is buried below ground level.

UTILITY EASEMENT means any easement granted to or owned by the City and acquired, established, dedicated or devoted for public utility purposes.

UTILITY FACILITIES means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cable, wires, plant and equipment located under, on, or above the surface of the ground within the public right-of-way of the City and used or to be used for the purpose of providing utility or telecommunications services.

(Ord. 2427 § 4, 1999)

Article III. - Registration of Telecommunications Carriers

3-2-5 - Purpose.

The purpose of registration is:

- (A) To assure that all telecommunications carriers who have facilities and/or provide services within the City comply with the ordinances, rules and regulations of the City;
- (B) To provide the City with accurate and current information concerning the telecommunications carriers who offer to provide telecommunications services within the City, or that own or operate telecommunications facilities within the City;
- (C) To assist the City in the enforcement of this Chapter and the collection of any city franchise fees or charges that may be due the City.

(Ord. 2427 § 5, 1999)

3-2-6 - Registration required.

Except as provided in Section 3-2-8 hereof, all telecommunications carriers having telecommunications facilities within the corporate limits of the City, and all telecommunications carriers that offer or provide telecommunications service to customer premises within the City, shall register. The appropriate application and license from: (a) the Oregon Public Utility Commission (PUC); or (b) the Federal Communications Commission (FCC) qualify as necessary registration information. Applicants also have the option of providing the following information:

- (A) The identity and legal status of the registrant, including the name, address, and telephone number of the duly authorized officer, agent, or employee responsible for the accuracy of the registration information.
- (B) The name, address, and telephone number for the duly authorized officer, agent, or employee to be contacted in case of an emergency.
- (C) A description of the registrant's existing or proposed telecommunications facilities within the City, a description of the telecommunications facilities that the registrant intends to construct, and a description of the telecommunications service that the registrant intends to offer or provide to persons, firms, businesses, or institutions within the City.

(Ord. 2427 § 6, 1999)

3-2-7 - Registration fee.

Each application for registration as a telecommunications carrier shall be accompanied by a nonrefundable registration fee in an amount to be determined by resolution of the City Council.

(Ord. 2427 § 7, 1999)

3-2-8 - Exceptions to registration.

The following telecommunications carriers are excepted from registration:

- (A) Telecommunications carriers that are owned and operated exclusively for its own use by the State or a political subdivision of this State.
- (B) A private telecommunications network, provided that such network does not occupy any public rights-of-way of the City.

(Ord. 2427 § 8, 1999)

Article IV. - Construction Standards

3-2-9 - General.

No person shall commence or continue with the construction, installation or operation of telecommunications facilities within a public right-of-way except as provided in Sections 3-2-12 through 3-2-28, and with all applicable codes, rules, and regulations.

(Ord. 2427 § 9, 1999)

3-2-10 - Construction codes and standards.

Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Code and the National Electrical Safety Code. All work undertaken pursuant to a permit shall conform to the City's standard specifications and drawings set forth in the Idaho Standards for Public Works Construction and the Development Policy Manual 2002 with amendments thereto, and according to the plans, specifications and construction details approved by the Director, and any other conditions or requirements set forth in the permit, and shall further conform to the following:

- A. **Qualifications:** The permittee shall at all times employ sufficient and qualified personnel and use equipment of sufficient size and in such mechanical condition as is required to properly complete all permitted work within the time frame specified in the permit.
- B. **Diligence in Prosecution of Work:** Unless otherwise specified in the permit, all permitted work shall be diligently pursued to completion and, at a minimum; all trenches shall be worked continuously for eight hours each working day until backfilled. The maximum length of open trench in the street or highway permissible at any time shall be three hundred feet (300') (92m) or as specified by the Director at his discretion.
- C. **Traffic Control Requirements:** During the course of all permitted work, the permittee shall be responsible to provide, erect, and maintain all traffic control devices, including but not limited to signs, temporary striping, barricades, arrow boards, and lighting, in conformance with the latest edition of the MUTCD and the City's supplemental specifications in effect as of the date of issuance of the permit, or as is necessary to provide for the safety of the public and for the protection of private property as may be required by the Director.
- D. **Highway Closures:** No improved street or highway shall be closed to public use by reason of any permitted work except by the express permission of the Director. Any request for such a closure must be contained in the application for a permit, or if such a closure was not

reasonably anticipated at the time the application for permit was made, at least two (2) working days in advance of the proposed closure. During the period of any authorized closure, the permittee shall be responsible for providing such access as is necessary for the passage of any emergency vehicle, equipment or personnel. Prior to initiating any such closure, or commencing any work, which may hinder or delay any emergency vehicle, equipment or personnel, the permittee shall advise all applicable emergency organizations of the location and nature of such closure or work and make any modifications to the proposed closure or work as may be deemed necessary by the emergency organization or the Director. Except when closures have been authorized pursuant to the provisions of this subsection, the permittee shall be responsible for keeping the improved street or highway clear and maintained for public travel.

- E. Alignment of Facilities: All facilities to be placed in the street or highway shall be laid, to the extent reasonably possible, in a straight line either parallel to adjacent property lines or perpendicular to the adjacent property lines in order to minimize the risk of damage to any such facility from any future work in the street or highway. The location and depth shall follow City and state standards.
- F. Clean Up and Restoration: During the course of the performance of all permitted work, the street or highway shall be maintained reasonably clear of all refuse, rubbish, excess earth, rock, unused material and other debris as may be reasonably ordered by the Director. Upon completion of any permitted work, or when directed by the Director, the permittee shall immediately clean up and remove from the street or highway all refuse, rubbish, excess earth, rock, unused material and other debris of any kind resulting from said work and restore the surface of the street or highway so as to leave the project area in a condition as good as or better than that prior to the commencement of the work, to the reasonable satisfaction of the Director. In the event the permittee fails to do so, any necessary clean up and restoration work may be performed or contracted by the City and the cost thereof charged to the permittee, which cost may be recovered by the City by making claim against the permittee's performance bond posted in accordance with the provisions of Code Section 3-2-23. No refuse, rubbish, excess earth, rock, unused materials or other debris shall be flushed into storm drains nor placed or maintained on a street or highway during the performance of any permitted work in such a manner as to constitute a hazard to the traveling public, pedestrians, or the City. Any such refuse, rubbish, excess earth, rock, unused materials or other debris shall immediately be removed upon the order of the Director.
- G. Avoidance of Nuisance: All permitted work shall be conducted and carried out in such manner as to avoid unnecessary inconvenience, annoyance or nuisance to the general public and occupants of neighboring property. Appropriate measures shall be taken to reduce noise, dust, mud and unsightly debris. No tool, appliance, or equipment producing noise of sufficient volume to disturb the peace or repose of occupants of neighboring property shall be used in the performance of any permitted work between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M., except with the express written permission of the Director, or in the case of an emergency.
- H. Street or Highway Cuts: Any pavement, curb, sidewalk or other structure on a street or highway which is removed or damaged during the course of any permitted work shall be restored to its original condition or better. In the event an existing improved street or highway is cut and trenched in the performance of such work, the trench and cut shall be back filled and at least a temporary surface repair provided as follows: 1). For residential streets a temporary patch for a crosscut shall be made within three (3) days, 2). For collector streets a temporary patch for a crosscut shall be made within two (2) days. 3). For arterial streets a temporary patch for a crosscut and long cuts shall be made the same day. Any such cut or trench shall, after the back filling thereof, be restored to a condition suitable for the passage of vehicles, pedestrians or other public uses in such a manner that it will not pose a hazard or cause damage thereto, provided the location and existence of such surface conditions shall be posted with signs in accordance with the provisions of the MUTCD or as otherwise required by the Director. Permanent surface repairs shall be provided within thirty (30) calendar days of opening such cuts, unless otherwise authorized by the Director. During the winter months or during periods of weather conditions which prevent the making of permanent surface repairs to street or highway cut areas, the Director may require that temporary patches or surface repairs be placed as may be necessary to restore the traveled way until such time as permanent repairs can be made. Temporary patches or surface repairs shall be made by the use of any material which is not permeable to water, does not become unstable as a result of the common use of the particular

area, provides a surface smoothness consistent with posted vehicle speed, and does not constitute a hazard to the public. Notwithstanding anything contained herein to the contrary, any permanent repair to street or highway cuts parallel to the centerline of an improved street or highway must be restored by a paving machine at the discretion of the Director.

- I. Installation of Facilities Under New Street or Highway Surfaces: Notwithstanding anything contained in subparagraph H above to the contrary, where an improved street or highway surface has been in service for five (5) years or less, any facility to be installed thereunder shall be bored and no cutting thereof shall be permitted, except with the written approval of the Director. Any person who is aggrieved by a decision of the Director may take an appeal thereof to the City Council.
- J. Drainage Requirements: Provision shall be made for the prompt and proper collection and removal of all surplus water, muck, silt, slurry or other runoff pumped from excavations or resulting from sluicing or other permitted work. All gutters shall be maintained free and unobstructed for the depth of the adjacent curb and for at least one foot away from the face of such curb at the gutter line. Where a gutter crosses an intersecting improved street or highway, an adequate waterway shall be provided and at all times maintained. When no gutter exists, the flow line for natural drainage at the improved street or highway edge shall be maintained during construction and at the completion thereof, restored to its original condition. A settling basin or box with adequate capacity to entrap all silt, sand, muck and other such materials shall be provided during any pumping or excavation activities in which surplus water, muck, silt or other runoff is produced. Best management practices (BMPs) for erosion and sediment control shall be employed at all times.

Other Requirements: The Director may impose such different or additional requirements on any permitted work as may be reasonable under the circumstances. In the performance of any permitted work, permittee shall comply with all applicable laws, ordinances and regulations of any government agency with jurisdiction thereof.

(Ord. 2427 § 10, 1999)

(Ord. No. 2625-2009, § 6, 2-17-09)

3-2-11 - Construction permits.

No person shall construct or install any telecommunications facilities within a public right-of-way without first obtaining a construction permit, and paying the construction permit fee established in Section 3-2-15 of this Chapter. No permit shall be issued for the construction or installation of telecommunications facilities within a public right-of-way:

- A. Unless the telecommunications carrier has first filed a registration statement with the City pursuant to Sections 3-2-5 through 3-2-8 of this Chapter; and if applicable,
- B. Unless the telecommunications carrier has first applied for and received a franchise pursuant to Sections 3-2-29 through 3-2-37 of this Chapter.

(Ord. 2427 § 11, 1999)

(Ord. No. 2625-2009, § 7, 2-17-09)

3-2-12 - Permit applications.

Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

- (A) That the facilities will be constructed in accordance with all applicable codes, rules and regulations;
- (B) That the facilities will be constructed in accordance with the franchise agreement;

- (C) The location and route of all facilities to be installed aboveground or on existing utility poles;
- (D) The location and route of all new facilities on or in the public rights-of-way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public rights-of-way. Existing facilities shall be differentiated on the plans from new construction;
- (E) The location of all of applicant's existing underground utilities, conduits, ducts, pipes, mains and installations which are within the public rights-of-way along the underground route proposed by the applicant. A cross section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk or right-of-way;
- (F) The construction methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the public rights-of-way, and description of any improvements that applicant proposes to temporarily or permanently remove or relocate.

(Ord. 2427 § 12, 1999)

3-2-13 - Applicant's verification.

All permit applications shall be accompanied by the verification of a registered professional engineer, or other qualified and duly authorized representative of the applicant, that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

(Ord. 2427 § 13, 1999)

3-2-14 - Construction schedule.

All permit applications shall be accompanied by a written construction schedule, which shall include a deadline for completion of construction. The construction schedule is subject to approval by City public works department.

(Ord. 2427 § 14, 1999)

3-2-15 - Construction permit fee.

Unless otherwise provided in a franchise agreement, prior to issuance of a construction permit, the applicant shall pay a permit fee in an amount to be determined by resolution of the City Council. Such fees shall be designed to defray the costs of City administration of the requirements of this Chapter.

(Ord. 2427 § 15, 1999)

3-2-16 - Issuance of permit.

If satisfied that the applications, plans and documents submitted comply with all requirements of this Chapter and the franchise agreement, the City public works department shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as they may deem necessary or appropriate.

(Ord. 2427 § 16, 1999)

3-2-17 - Notice of construction.

Except in the case of an emergency, the permittee shall notify the City public works department not less than two (2) working days in advance of any excavation or construction in the public rights-of-way, and in addition shall call the one-call underground utility locate number for utility locates where excavation will occur.

(Ord. 2427 § 17, 1999)

3-2-18 - Compliance with permit.

All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City public works department and their representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements.

(Ord. 2427 § 18, 1999)

3-2-19 - Noncomplying work.

Subject to the notice requirements in Section 3-2-22, all work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Chapter, shall be removed at the sole expense of the permittee.

(Ord. 2427 § 19, 1999)

3-2-20 - Completion of construction.

The permittee shall promptly complete all construction activities so as to minimize disruption of the City rights-of-way and other public and private property. All construction work within City rights-of-way, including restoration, must be completed within one hundred twenty (120) days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved pursuant to the schedule submitted and approved by the appropriate City official as contemplated by Section 3-2-14 of this Chapter.

(Ord. 2427 § 20, 1999)

(Ord. No. 2625-2009, § 8, 2-17-09)

3-2-21 - As-built drawings.

If requested by the City, the permittee shall furnish the City with two (2) complete sets of plans drawn to scale and certified to the City as accurately depicting the location of all telecommunications facilities constructed pursuant to the permit. These plans shall be submitted to the City Engineer or his designee within sixty (60) days after completion of construction, in a hard copy format and in an electronic format mutually acceptable to the permittee and the City.

(Ord. 2427 § 21, 1999)

3-2-22 - Restoration of public rights-of-way and City property.

- (A) When a permittee, or any person acting on its behalf, does any work in or affecting any public rights-of-way or City property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such ways or property to good order and condition unless otherwise directed by the City and as determined by the City Engineer or his designee.
- (B) If weather or other conditions do not permit the complete restoration required by this Section, the permittee shall temporarily restore the affected rights-of-way or property. Such temporary restoration shall be at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Any corresponding modification to the construction schedule shall be subject to approval by the City.

- (C) If the permittee fails to restore rights-of-way or property to good order and condition, the City shall give the permittee written notice and provide the permittee a reasonable period of time not exceeding thirty (30) days to restore the rights-of-way or property. If, after said notice, the permittee fails to restore the rights-of-way or property to as good a condition as existed before the work was undertaken, the City shall cause such restoration to be made at the expense of the permittee.
- (D) A permittee or other person acting in its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such rights-of-way or property.

(Ord. 2427 § 22, 1999)

3-2-23 - Performance and completion bond.

Unless otherwise provided in a franchise agreement, a performance bond or other form of surety acceptable to the City equal to at least one hundred percent (100%) of the estimated cost of constructing permittee's telecommunications facilities within the public rights-of-way of the City, shall be provided before construction is commenced.

- (A) The surety shall remain in full force and effect for a period of one year after the date of completion and acceptance of the work and the acceptance of the condition of the street or highway by the City. This bond shall be waived by the Director for work being done by a licensed contractor or utility company bonded in the State of Oregon for the work being performed.
- (B) The surety shall guarantee, to the satisfaction of the City:
 - 1. Timely completion of construction;
 - 2. Construction in compliance with applicable plans, permits, technical codes and standards;
 - 3. Proper location of the facilities as specified by the City;
 - 4. Restoration of the public rights-of-way and other property affected by the construction; and
 - 5. Timely payment and satisfaction of all claims, demands or liens for labor, material, or services provided in connection with the work.

(Ord. 2427 § 23, 1999)

(Ord. No. 2625-2009, § 9, 2-17-09)

Article V. - Location of Telecommunications Facilities

3-2-24 - Location of facilities.

All facilities located within the public right-of-way shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

- (A) Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a public right-of-way of the City, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.
- (B) Whenever all new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public right-of-way of the City, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the City and consistent with applicable state and federal law.

- (C) All monuments or property markers set for the purpose of locating or preserving in lines of any street or highway or property adjoining a street or highway, all precise reference points, survey benchmarks, elevation markers, or other similar monuments, points or markers, whether temporary or permanent, shall be protected from damage during the performance of any permitted work. No such monument or marker may be removed, disturbed or destroyed, or caused to be removed, disturbed or destroyed without first obtaining the written permission of the Director. This prohibition does not apply to construction stakes belonging to the utility or agency doing the work. Permission to remove, disturb or destroy any such monuments or markers shall be made upon such conditions as shall be reasonably required by the Director, including but not limited to conditions pertaining to the payment of the expenses incidental to the proper replacement of the marker or monument and the method by which such markers or monuments shall be replaced.

(Ord. 2427 § 24, 1999)

(Ord. No. 2625-2009, § 10, 2-17-09)

3-2-25 - Interference with the public rights-of-way and other properties.

No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public rights-of-way by the City, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. All use of public rights-of-way shall be consistent with City codes, ordinances and regulations as well as the following requirements:

- (A) Location of Existing Facilities and Structures: Prior to commencing any permitted work, the permittee shall attempt to notify the owner of any structure or property which may be located in the street or highway in which such work is to be performed, including but not limited to utility companies and similar entities, and the Director in order to determine the location of any conflicting facilities, structures, properties or signalization equipment so as to avoid any damage thereto during the course of performing the work. The permittee is required to notify the local one-call utility locate agency (Dig Line) and request the marking of underground facilities two (2) working days prior to the commencement of the work.
- (B) Protection of Existing Facilities and Structures: All existing facilities and structures, including but not limited to pipes, conduits, poles, wires or other apparatus which may in any way be affected by any permitted work shall be protected against damage by support or other necessary means as the owner thereof may reasonably require. In the event any unidentified facilities or other structures are encountered, or facilities or other structures are damaged during the course of performing the work, the permittee shall promptly notify the owner thereof and provide the owner reasonable opportunity to inspect the same and set out the reasonable requirements for the support, protection, and repair if necessary.
- (C) Relocation of Existing Facilities: No existing facility or other structure, including but not limited to pipes, conduits, poles, wires or other apparatus, whether owned by the City or any other entity, shall be interfered with or relocated without the express written consent of the owner thereof and the Director.
- (D) Requirement to Protect from Damage: All property adjoining a street or highway in which permitted work is to be performed shall be protected from injury and damage by such measures as may be suitable and necessary for the purpose, including but not limited to the provision of proper foundations. All buildings, walls, fences, or other property likely to be damaged in the course of any permitted work shall be protected by shoring or other such measures suitable and necessary for the purpose. Where, in the protection of such property, it is necessary to enter upon private property for the purpose of taking appropriate protective measures, the permittee shall obtain the prior written permission of the owner thereof. Any and all costs and expenses of such protective measures shall be borne by the permittee.
- (E) Repair and Restoration of Adjoining Property: Any property adjoining a street or highway in which permitted work is to be performed which shall be damaged as a result of any permitted work, shall be repaired and restored to its original condition or better. All permitted work shall be performed in a manner calculated to leave the adjoining property clean of refuse, rubbish, excess earth, rock and other debris, and in a condition as nearly as possible to that which

existed prior to the commencement of the permitted work. No trees, shrubs or other landscaping feature or structures shall be removed, even temporarily, without obtaining the prior written consent of the owner thereof. All costs and expenses incurred in the repair or restoration of adjoining property shall be borne by the permittee.

(Ord. 2427 § 25, 1999)

(Ord. No. 2625-2009, § 12, 2-17-09)

3-2-26 - Relocation or removal of facilities.

Except in the case of an emergency, within ninety (90) days following written notice from the City, a grantee shall, at no expense to grantor, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

- (A) The construction, repairs, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;
- (B) The operations of the City or other governmental entity in or upon the public rights-of-way;
- (C) The public interest.

(Ord. 2427 § 26, 1999)

3-2-27 - Removal of unauthorized facilities.

Within thirty (30) days following written notice from the City, any grantee, telecommunications carrier, or other person that owns, controls or maintains any unauthorized telecommunications system, facility, or related appurtenances within the public rights-of-way of the City shall, at its own expense, remove such facilities or appurtenances from the public rights-of-way of the City. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

- (A) One year after the expiration or termination of the grantee's telecommunications franchise.
- (B) Upon abandonment of a facility within the public rights-of-way of the City. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of ninety (90) days or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced.
- (C) If the system or facility was constructed or installed without the appropriate prior authority at the time of installation.
- (D) If the system or facility was constructed or installed at a location not permitted by the grantee's telecommunications franchise or other legally sufficient permit.

(Ord. 2427 § 27, 1999)

3-2-28 - Coordination of construction activities.

All grantees are required to make a good faith effort to cooperate with the City.

- (A) By January 1 of each year, grantees shall provide the City with a schedule of their proposed construction activities in, around or that may affect the public rights-of-way.
- (B) If requested by the City, each grantee shall meet with the City annually or as determined by the City, to schedule and coordinate construction in the public rights-of-way. At that time, City will provide available information on plans for local, state, and/or federal construction projects.
- (C) All construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer or his designee, to minimize public inconvenience, disruption or damages.

(Ord. 2427 § 28, 1999)

Article VI. - Telecommunications Franchise

3-2-29 - Telecommunications franchise.

A telecommunications franchise shall be required of any telecommunications carrier who desires to occupy public rights-of-way of the City.

(Ord. 2427 § 29, 1999)

3-2-30 - Application.

Any person that desires a telecommunications franchise must register as a telecommunications carrier and shall file an application with City finance department which includes the following information:

- (A) The identity of the applicant;
- (B) A description of the telecommunications services that are to be offered or provided by the applicant over its telecommunications facilities;
- (C) Engineering plans, specifications, and a network map in a form customarily used by the applicant and in a computerized format compatible with Autocad 14, of the facilities located or to be located within the public rights-of-way in the City, including the location and route requested for applicant's proposed telecommunications facilities, all in sufficient detail to identify the location and size of said facilities;
- (D) The area or areas of the City the applicant desires to serve and a preliminary construction schedule for build-out to the entire franchise area;
- (E) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services proposed;
- (F) An accurate map showing the location of any existing telecommunications facilities in the City that applicant intends to use or lease.

(Ord. 2427 § 30, 1999)

3-2-31 - Application and review fee.

- (A) Subject to applicable state law, applicant shall reimburse the City for such reasonable costs as the City incurs in entering into the franchise agreement.
- (B) An application and review fee of two thousand dollars (\$2,000.00) shall be deposited with the City as part of the application filed pursuant to Section 3-2-30 above. Expenses exceeding the deposit will be billed to the applicant or the unused portion of the deposit will be returned to the applicant following the determination granting or denying the franchise.

(Ord. 2427 § 31, 1999)

3-2-32 - Determination by the City.

The City shall issue a written determination granting or denying the application in whole or in part. If the application is denied, the written determination shall include the reasons for denial.

(Ord. 2427 § 32, 1999)

3-2-33 - Rights granted.

No franchise granted pursuant to this Chapter shall convey any right, title or interest in the public rights-of-way, but shall be deemed a grant to use and occupy the public rights-of-way for the limited purposes and term stated in the franchise agreement.

(Ord. 2427 § 33, 1999)

3-2-34 - Term of grant.

Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be in effect for a term of years.

(Ord. 2427 § 34, 1999)

3-2-35 - Franchise territory.

Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be limited to a specific geographic area of the City to be served by the franchise grantee, and the public rights-of-way necessary to serve such areas, and may include the entire City.

(Ord. 2427 § 35, 1999)

3-2-36 - Franchise fee.

Each franchise granted by the City is subject to the City's right, which is expressly reserved, to fix a fair and reasonable compensation to be paid for the privileges granted; provided, nothing in this Chapter shall prohibit the City and a grantee from agreeing to the compensation to be paid. The compensation shall be subject to the specific payment terms and conditions contained in the franchise agreement and applicable state and federal laws.

(Ord. 2427 § 36, 1999)

3-2-37 - Amendment of grant.

Conditions for amending a franchise:

- (A) A new application and grant shall be required of any telecommunications carrier that desires to extend or locate its telecommunications facilities in public rights-of-way of the City which are not included in a franchise previously granted under this Chapter.
- (B) If ordered by the City to locate or relocate its telecommunications facilities in public rights-of-way not included in a previously granted franchise, the City shall grant an amendment without further application.
- (C) A new application and grant shall be required of any telecommunications carrier that desires to provide a service which was not included in a franchise previously granted under this Chapter.

(Ord. 2427 § 37, 1999)

3-2-38 - Renewal applications.

A grantee that desires to renew its franchise under this Chapter shall, not less than one hundred eighty (180) days before expiration of the current agreement, file an application with the City for renewal of its franchise which shall include the following information:

- (A) The information required pursuant to Section 3-2-35 of this Chapter.

- (B) Any information required pursuant to the franchise agreement between the City and the grantee.

(Ord. 2427 § 38, 1999)

3-2-39 - Renewal determinations.

Within ninety (90) days after receiving a complete application under Section 3-2-43 hereof, the City shall issue a written determination granting or denying the renewal application in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for nonrenewal.

- (A) The financial and technical ability of the applicant.
- (B) The legal ability of the applicant.
- (C) The continuing capacity of the public rights-of-way to accommodate the applicant's existing and proposed facilities.
- (D) The applicant's compliance with the requirements of this Chapter and the franchise agreement.
- (E) Applicable federal, state and local telecommunications laws, rules and policies.
- (F) Such other factors as may demonstrate that the continued grant to use the public rights-of-way will serve the community interest.

(Ord. 2427 § 39, 1999)

3-2-40 - Obligation to cure as a condition of renewal.

No franchise shall be renewed until any ongoing violations or defaults in the grantee's performance of the agreement, or of the requirements of this Chapter, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

(Ord. 2427 § 40, 1999)

3-2-41 - Assignments or transfers of system or franchise.

Ownership or control of a majority interest in a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

- (A) Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.
- (B) No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this Chapter.
- (C) Unless otherwise provided in a franchise agreement, the grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise.
- (D) Any transfer or assignment of a telecommunications franchise, system or integral part of a system without prior approval of the City under this Section or pursuant to a franchise agreement shall be void and is cause for revocation of the franchise.

(Ord. 2427 § 41, 1999)

3-2-42 - Revocation or termination of franchise.

A franchise to use or occupy public rights-of-way of the City may be revoked for the following reasons:

- (A) Construction or operation in the City or in the public rights-of-way of the City without a construction permit.
- (B) Construction or operation at an unauthorized location.
- (C) Failure to comply with Section 3-2-46 herein with respect to sale, transfer or assignment of a telecommunications system or franchise.
- (D) Misrepresentation by or on behalf of a grantee in any application to the City.
- (E) Abandonment of telecommunications facilities in the public rights-of-way.
- (F) Failure to relocate or remove facilities as required in this Chapter.
- (G) Failure to pay taxes, compensation, fees or costs when and as due the City under this Chapter.
- (H) Insolvency or bankruptcy of the grantee.
- (I) Violation of material provisions of this Chapter.
- (J) Violation of the material terms of a franchise agreement.

(Ord. 2427 § 42, 1999)

3-2-43 - Notice and duty to cure.

In the event that the City believes that grounds exist for revocation of a franchise, the City shall give the grantee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the grantee a reasonable period of time, not exceeding thirty (30) days, to furnish evidence that:

- (A) Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- (B) Rebutts the alleged violation or noncompliance; and/or
- (C) It would be in the public interest to impose some penalty or sanction less than revocation.

(Ord. 2427 § 43, 1999)

3-2-44 - Public hearing.

In the event that a grantee fails to provide evidence reasonably satisfactory to the City as provided in Section 3-2-43 hereof, the City Manager shall refer the apparent violation or noncompliance to the City Council. The City Council shall provide the grantee with notice and a reasonable opportunity to be heard concerning the matter.

(Ord. 2427 § 44, 1999)

3-2-45 - Standards for revocation or lesser sanctions.

If persuaded that the grantee has violated or failed to comply with material provisions of this Chapter, or of a franchise agreement, the City Council shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent, and gravity of the violation as reflected by one or more of the following factors. Whether:

- (A) The misconduct was egregious;
- (B) Substantial harm resulted;
- (C) The violation was intentional;
- (D) There is a history of prior violations of the same or other requirements;

- (E) There is a history of overall compliance;
- (F) The violation was voluntarily disclosed, admitted or cured.

(Ord. 2427 § 45, 1999)

3-2-46 - Other City costs.

All grantees shall, within thirty (30) days after written demand therefor, reimburse the City for all reasonable direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal or transfer of the franchise or any franchise agreement consistent with applicable state and federal laws.

(Ord. 2427 § 46, 1999)

Article VII. - General Franchise Terms

3-2-47 - Facilities.

Upon request, each grantee shall provide the City with an accurate map or maps certifying the location of all telecommunications facilities within the public rights-of-way. Each grantee shall provide updated maps annually.

(Ord. 2427 § 47, 1999)

3-2-47A - Maintenance of facilities in nuisance-free condition.

Grantees, as owners and persons in charge of telecommunications facilities, including personal property, are subject to and shall comply with the provisions of the Ontario City Code pertaining to nuisance abatement, including but not limited to Sections 7-4-5 and 7-4-6 of the Ontario City Code requiring removal of graffiti. This Ordinance is a material provision of Chapter 2 of Title 3 within the meaning of Section 3-2-42(I).

(Ord. No. 2645-2010, § 1, 6-7-10)

3-2-48 - Damage to grantee's facilities.

Unless directly and proximately caused by willful, intentional or malicious acts by the City, the City shall not be liable for any damage to or loss of any telecommunications facility within the public rights-of-way of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public rights-of-way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom.

(Ord. 2427 § 48, 1999)

3-2-49 - Duty to provide information.

Within ten (10) business days of a written request from the City, each grantee shall furnish the City with information sufficient to demonstrate:

- (A) That grantee has complied with all requirements of this Chapter.
- (B) All books, records, maps, and other documents, maintained by the grantee with respect to its facilities within the public rights-of-way shall be made available for inspection by the City at reasonable times and intervals.

(Ord. 2427 § 49, 1999)

3-2-50 - Service to the City.

If the City contracts for the use of telecommunication facilities, telecommunication services, installation, or maintenance from the grantee, the grantee shall charge the City the grantee's most favorable rate offered at the time of the request charged to similar users within Oregon for a similar volume of service, subject to any of grantee's tariffs or price lists on file with the OPUC. With the City's permission, the grantee may deduct the applicable charges from fee payments. Other terms and conditions of such services may be specified in a separate agreement between the City and grantee.

(Ord. 2427 § 50, 1999)

3-2-51 - Compensation for City property.

If any right is granted, by lease, franchise or other manner, to use and occupy City property for the installation of telecommunications facilities, the compensation to be paid for such right and use shall be fixed by the City.

(Ord. 2427 § 51, 1999)

3-2-52 - Cable franchise.

Telecommunication carriers providing cable service shall be subject to the cable franchise requirements set forth by the City.

(Ord. 2427 § 52, 1999)

3-2-53 - Leased capacity.

A grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers; provided that the grantee shall notify the City that such lease or agreement has been granted to a customer or lessee.

(Ord. 2427 § 53, 1999)

3-2-54 - Grantee insurance.

Unless otherwise provided in a franchise agreement, each grantee shall, as a condition of the grant, secure and maintain the following liability insurance policies from a company, rated B++ or better by AM Best, authorized to do business in the State of Oregon and licensed by the Oregon Department of Insurance, evidencing that the applicant has in force and effect policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents and employees as coinsured:

- (A) Comprehensive general liability insurance with limits not less than:
 - 1. Three million dollars (\$3,000,000.00) for bodily injury or death to each person;
 - 2. Three million dollars (\$3,000,000.00) for property damage resulting from any one accident; and
 - 3. Three million dollars (\$3,000,000.00) for all other types of liability.
- (B) Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000.00) for each person and three million dollars (\$3,000,000.00) for each accident.
- (C) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00).

- (D) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000.00).
- (E) The liability insurance policies required by this Section shall be maintained by the grantee throughout the term of the telecommunications franchise, and such other period of time during which the grantee is operating without a franchise hereunder, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 90 days after receipt by the City, by registered mail, of a written notice addressed to the City finance department of such intent to cancel or not to renew."
- (F) Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the grantee shall obtain and furnish to the City evidence that the grantee meets requirements of this Section.
- (G) As an alternative to the insurance requirements contained herein, a grantee may provide evidence of self-insurance subject to review and acceptance by the City.

(Ord. 2427 § 54, 1999)

(Ord. No. 2625-2009, § 12, 2-17-09)

3-2-55 - General indemnification.

Each franchise agreement shall include, to the extent permitted by law, grantee's express undertaking to defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise agreement made or entered into pursuant to this Chapter.

(Ord. 2427 § 55, 1999)

3-2-56 - Performance surety.

Before a franchise granted pursuant to this Chapter is effective, and as necessary thereafter, the grantee shall provide a performance bond, in form and substance acceptable to the City, as security for the full and complete performance of a franchise granted under this Chapter, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the grantee to comply with the codes, ordinances, rules, regulations or permits of the City. This obligation is in addition to the performance surety required by Section 3-2-28 for construction of facilities.

(Ord. 2427 § 56, 1999)

Article VIII. - General Provisions

3-2-57 - Governing law.

Any franchise granted under this Chapter is subject to the provisions of the Constitution and laws of the United States, and the State of Oregon and the ordinances and Charter of the City.

(Ord. 2427 § 57, 1999)

3-2-58 - Written agreement.

No franchise shall be granted hereunder unless the agreement is in writing.

(Ord. 2427 § 58, 1999)

3-2-59 - Nonexclusive grant.

No franchise granted under this Chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public rights-of-way of the City for delivery of telecommunications services or any other purposes.

(Ord. 2427 § 59, 1999)

3-2-60 - Severability and preemption.

If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Chapter is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of the Chapter shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Chapter shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Chapter, then the provision shall be read to be preempted to the extent and/or the time required by law. In the event such federal or state law, rules or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding, without the requirement of further action on the part of the City, and any amendments hereto.

(Ord. 2427 § 60, 1999)

3-2-61 - Penalties.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be fined not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs.

(Ord. 2427 § 61, 1999)

3-2-62 - Other remedies.

Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter.

(Ord. 2427 § 62, 1999)

3-2-63 - Captions.

The captions to sections throughout this Chapter are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Chapter.

(Ord. 2427 § 63, 1999)

3-2-64 - Compliance with laws.

Any grantee under this Chapter shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all ordinances, resolutions, rules and regulations of the City heretofore or hereafter adopted or established during the entire term any franchise granted under this Chapter, which are relevant and relate to the construction, maintenance and operation of a telecommunications system.

(Ord. 2427 § 64, 1999)

3-2-65 - Consent.

Wherever the consent of either the City or of the grantee is specifically required by this Chapter or in a franchise granted, such consent will not be unreasonably withheld.

(Ord. 2427 § 65, 1999)

3-2-66 - Application to existing ordinance and agreements.

To the extent that this Chapter is not in conflict with and can be implemented with existing ordinance and franchise agreements, this Chapter shall apply to all existing ordinance and franchise agreements for use of the public right-of-way for telecommunications.

(Ord. 2427 § 66, 1999)

3-2-67 - Confidentiality.

The City agrees to use its best efforts to preserve the confidentiality of information as requested by a grantee, to the extent permitted by the Oregon Public Records Law.

(Ord. 2427 § 67, 1999)



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: **UPGRADES TO THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AT THE WASTEWATER TREATMENT PLANT**

DATE: October 31, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE A SOLE SOURCE EXPENDITURE OF \$11,055 TO ADVANCED CONTROL SYSTEMS (ACS) ON A CAPITAL IMPROVEMENT TO REPLACE THE EXISTING SCADA SYSTEM AT THE WASTEWATER TREATMENT PLANT (WWTP) WITH A CLOUD BASED SYSTEM SIMILAR TO THE WATER SYSTEM AND THE WASTEWATER COLLECTIONS SYSTEM IN THE CITY.

SUMMARY:

Staff proposes replacing the current local server-based SCADA system at the WWTP with the ACS Carefree© SCADA system.

BACKGROUND:

The recent breakdown of the WW collections SCADA system has prompted the replacement of that system. In turn, the old generation computer serving the WW Treatment Plant SCADA system has come under scrutiny, as it is no better off regarding replacement parts or repairs than that of the collections system. Prior to the arrival of CH2M, the City had migrated the Water Treatment Plant (WTP) and water distribution system to the ACS Carefree© SCADA system and had planned to move the WW collections and WW treatment systems to ACS Carefree© SCADA system as well.

It should be noted that the Department of Environmental Quality (DEQ) is currently working on the National Pollutant Discharge Elimination System (NPDES) permit for the City of Ontario WWTP. This could result in a significant change to the plant, that could result in the SCADA improvements becoming obsolete. However, the DEQ is far enough along on the NPDES permit process that it is clear that a new system will not be in place for at least 10 years, possibly 15. Taking advantage of these significant SCADA improvements at a minimal cost for that timeframe has been deemed acceptable by Public Works staff.

CURRENT SITUATION:

CH2M staff conducted a review of the WW SCADA options. They compared the benefits and challenges of two options:

1. upgrade the local server and retain local control
2. engage ACS and move to a cloud based system

ACS provides 24-hr a day cloud service, as well as on-call and emergency response technical support. They provide the initial installation of equipment and programming and follow up with on-line, phone, or in-person support as needed. The team

could not see an advantage of having a local server over these services. The services result in a cost of \$463/mo. Because these services handle systems dealing with regulatory agencies and health and safety, and because overall, the costs are lower, the team believes the ACS system is the best choice for the City of Ontario.

ANALYSIS:

- A. **FINANCIAL** The funds are available in the WW fund. Funding for the Facility Plan will not be expended at this time and can be diverted to this effort. The capital amount is \$11,055. Continued monthly fees will be covered under the existing maintenance contract by CH2M.
- B. **TIMING** While there is not an emergency situation at this time with regard to the WWTP SCADA system, the Public Works staff is concerned that a similar break down to that of the collections system is imminent for the WWTP SCADA system.
- C. **POLICY/LEGAL** None required. However, it should be noted that the ACS Carefree© SCADA system has proprietary elements (specifically the programming). The contract is a 5-year contract, after which the City could move to a new SCADA provider, taking full ownership of the programmable work along.

ALTERNATIVES:

Approve the expenditure of \$11,055 to the sole source provider, ACS, to replace the local server-based SCADA system at the WWTP with a cloud-based system, and retain ACS for monthly and on-call service.

Do not approve the expenditure for SCADA replacement and continue to use the existing out-dated system.

RECOMMENDATION:

Staff recommends that the City Council use available WW funds to replace the existing server-based SCADA system with a cloud-based system supported by ACS.

ATTACHMENTS:

1. ACS Estimate for WWTP SCADA Upgrade

Casey Mordhorst
CH2M-Hill
For the City of Ontario

PROPOSAL #: 20171012_1600
October 12, 2017

~ WWTP Carefree©SCADA Upgrade Proposal ~

Situation: Currently the Wastewater Treatment Plant is running an XP machine with Rockwell RS View32 SCADA software. The software license has a finite number of tags which have been consumed. There are no more tags available for improvements or expansion. The machine is using an XP compatible version of RS View messenger to transmit alarms through dialogic dialers. The WWTP machine is estimated to be 10 – 11 years old and a hard drive failure would require a new machine. Rockwell no longer supports messenger and Microsoft is no longer supporting Windows XP. Going to a new machine with Windows 7 operating system requires that all the Rockwell SCADA software be upgraded.

ACS is proposing integration of the WWTP into our Carefree©SCADA service. The City has already migrated the water treatment plant to this service. We recommend that the City continue with the move to the cloud and expand the system to include the WWTP system. This move would allow universal access by operators with proper security credentials, and allow for all software maintenance and upgrades to be handled by ACS as is being done currently with the water plant. The Cloud based SCADA system is obsolescence proof and has unlimited expansion and data history. There are already three systems online from wastewater – the River Booster station, Skyline irrigation pivots and the new Septage system. They are not included in this proposal as they are already in operation and ACS is already billing for them. The Wastewater SCADA would add another \$463.00/mo specific to the WWTP. There is no anticipated expansion that would later result in additional monthly fees unless the City adds additional reporting, etc... as per our standard cloud pricing.

Scope of Work: ACS will perform programming of the new Carefree©SCADA screens to support the WWTP upgrade on the ACS hosted cloud based system to, at a minimum, meet all existing WWTP SCADA functionality. The City can use their existing Allen Bradley Micrologix 1400 to be used for this project. With Ethernet connectivity the 1400 can be connected to the ACS cloud hosted server. Once connection is made between the WWTP control panel and the ACS hosted server, ACS will commission the newly programmed SCADA and enable user authentication and access to operators and administration specified by the City to include any desktop, laptop or mobile device able to connect to the internet. From this point on upgrades, maintenance, and support of the cloud hosted computer systems and software will reside with ACS.

Professional SCADA Services, Schedule and Participants

We propose that Phases I & II be completed over a 4 – 5 week contiguous period as follows in Figure 1:

Figure 1: Proposed Schedule – WWTP Carefree Upgrade

Phase	Activity	Scope of Work	Calendar time
I	Programming Factory Acceptance Testing (FAT)	- Configuration of hosted SCADA server and SQL data historian - Design and programming of Web View display/interface - FAT (simulated with ACS hardware and remotely witnessed by client)	3 - 4 weeks
II	Install and commission, Operational Readiness Testing (ORT)	- Reconfigure WWTP control panel to accept upgrade hardware - Integrate WWTP control panel with ACS web hosting SCADA server - Enable access of City authorized personnel for authentication through any desktop, laptop or mobile device with internet connectivity - Perform commissioning and ORT - Obtain final City approval from Key Technical Contact	1 Week
Total time to complete from start finish			4 – 5 weeks

Carefree© SCADA

Figure 2: Component Pricing

Exhibit	Component	Description	Re-occurring Monthly Rate	One Time Migration Fee
A	<u>Core Web View</u>	Part of the "Core" Carefree offering providing remote monitoring and control through secure ACS published web pages	\$48.00/mo	\$250.00
B	<u>Core Historian</u>	Part of the "Core" Carefree offering providing data warehousing which is a prerequisite for Email/Text Alarming and data trending	\$48.00/mo	\$150.00
C	<u>Core Site Charge</u>	Part of the "Core" charge for IT administration for both site related and ACS office ongoing maintenance	\$48.00/mo	\$3,050.00
D	Email/Text Alarming	Context alarm messaging for twenty five alarms on up to five telephones simultaneously	\$48.00/mo	\$250.00
E	Control Point	Remote control from any internet connected computer or mobile device for five points of connection	\$48.00/mo	\$1,495.00
F	Carefree Mobile	Mobile access from your smart phone or smart tablet	\$48.00/mo	\$215.00
G	Local Failover Station	In the event of an internet disconnect from the cloud comprises a local server that takes over monitoring and control while maintaining historical data acquisition	\$175.00/mo	\$5,150.00
H	Custom Overview Screen	Overview screen showing all plant systems and key systems KPIs and alarm conditions that can be drilled into independently	\$0.00/mo	\$495.00
Subtotals			\$463.00/mo	\$11,055.00

One Time Fixed Migration Fee: \$11,055.00

Re-occurring Monthly Rate: \$463.00/month

*ACS will provide the services listed above in accordance with our attached company Terms and Conditions.
To re-quote, please contact our office at 208.362.5858.*

Acceptance of Service – Please sign where noted below and return a copy to our office. Your signature will serve as authorization to proceed and an acceptance of our Terms and Conditions.

Signature: 	Date: 
--	---

Name: Printed or Typed 	Your PO Number or Work Order Number: 
--	--

Advanced Control Systems, LLC
10400 Overland Rd #396
Boise, ID 83709

Phone: (208) 362-5858
Fax: (208) 965-8301
Email: sales@advancedcontrol.com



**AGENDA REPORT
NEW BUSINESS
November 9, 2017**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: APPOINTEES TO THE DIVERSITY ADVISORY COUNCIL

DATE: November 7, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPOINT JANET KOMOTO, OSBALDO GONZALEZ, AND DION PEREZ TO THE DIVERSITY ADVISORY COMMITTEE, TERMS OF OFFICE TO COINCIDE WITH THE ESTABLISHING ORDINANCE.

SUMMARY:

The city's newly formed Diversity Advisory Committee has received three applications for appointment.

BACKGROUND:

04-06-2017: City Council adopted Resolution #2017-117, Supporting and Establishing the Diversity Advisory Committee.

07-18-2017: City Council adopted Ordinance #2728-2017, Creating the Diversity Advisory Committee and Supporting Criteria.

CURRENT SITUATION:

Staff has been seeking individuals to fill the seven positions on the Committee; postings have been placed in the local media, as well as on the city's website. Currently, three applications have been received, and an application was sent to another interested individual.

ANALYSIS:

- A. **FINANCIAL** None.
- B. **TIMING** The city would like to fill the seven positions as soon as possible. If at least four individuals were appointed, the Committee could conduct formal business following the guidelines outlined in the establishing ordinance.

- C. **POLICY/LEGAL** City policy states appointment to all boards, committees, commissions are to be made by the Mayor, with consensus of the Council.

ALTERNATIVES:

Not appoint any or all of the applicants.

RECOMMENDATION:

Staff recommends the appointment of Janet Komoto, Osbaldo Gonzalez, and Dion Perez to the Diversity Advisory Committee.

ATTACHMENTS:

1. Janet Komoto Application-DAC
2. Osbaldo Gonzalez Application-DAC
3. Dion Perez Application-DAC



RECEIVED

10/27/17

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: City of Ontario -- City Recorder
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Komoto Janet D
Last First, Middle Initial

HOME ADDRESS: P.O. Box 143 Ontario 97914
Street City Zip Code

TELEPHONE: 208-739-2777 janetkomoto@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Diversity Advisory Committee 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Japanese American Citizens League</u>	<u>29 yrs.</u>	<u>Sec, President, District Governor</u> (current)
<u>St. Luke's Fruitland Advisory Council</u>	<u>4 yrs.</u>	<u>member</u>
<u>American Women's Business Assn</u>	<u>10 yrs.</u>	<u>Treasurer, President</u>

Employment:

Retired
Current Employer: Position: Dates of Employment:

Education:

BA - Sociology, MSW - Community Organizing & Social Planning, BS Accounting/Bus Admin.

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I hope I can add to the vitality of this Committee with my experience & background

Additional Information you feel may be helpful in considering your request for appointment:

Janet Komoto
Signature:

August 30, 2017

Date:

Submit

Reset

CITY OF ONTARIO REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: City of Ontario -- City Recorder
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Gonzalez Osbald
Last First, Middle Initial
HOME ADDRESS: 246 Ne 2nd St Ontario 97914
Street City Zip Code
TELEPHONE: 541-212-9996 ozzy-68@live.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Diversity Advisory 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Employment:

Treasure Valley Community College peer mentor/tutor 09/11/2016 - Current
Current Employer: Position: Dates of Employment:

Education:

Engineer undergraduate

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Additional Information you feel may be helpful in considering your request for appointment:

Ozzy W.
Signature:

August 30, 2017

Date:

Submit

Reset

CITY OF ONTARIO REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: City of Ontario -- City Recorder
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Perez Dion A
Last First, Middle Initial
HOME ADDRESS: 416 14th Ave N Payette 83661
Street City Zip Code
TELEPHONE: 541-212-9843 dion.perez.333@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Diversity Advisory 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Phi Theta Kappa</u>	<u>2 years</u>	<u>member and President</u>

Employment:

<u>TVCC</u>	<u>Biology Lab Assistant</u>	<u>9-25-2017 to current</u>
Current Employer:	Position:	Dates of Employment:

Education:

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Additional Information you feel may be helpful in considering your request for appointment:

Dion Perez
Signature:

August 30, 2017
Date:

Submit

Reset



UNFUNDED PENSION LIABILITY

BY: ADAM BROWN, CITY MANAGER

NOVEMBER 9, 2017



DEFINITIONS

- **Normal Cost** – The portion of the present value of future benefits attributed to the current year of service. This is what you would pay each year if your pension was fully funded.



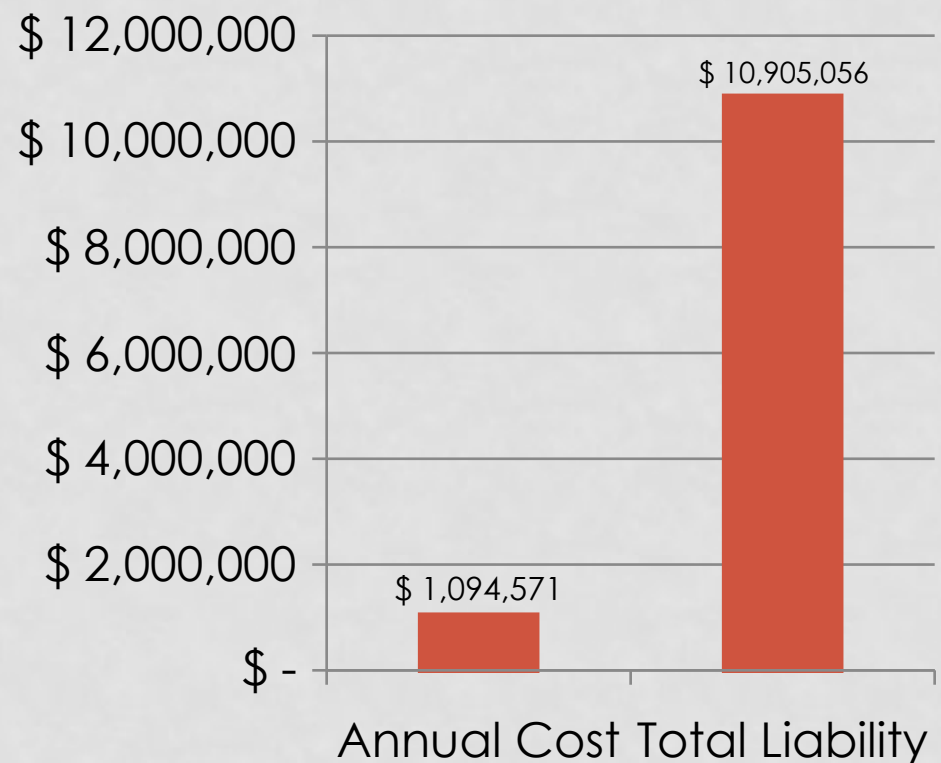


DEFINITIONS

- **Net Pension Liability –**

This is the amount by which the total pension liability exceeds the pension plans net assets

Net Pension Liability





PERS LIABILITY

	Annual (20 Year Amortization)	Total Liability
• Normal Cost	\$341,122	\$3,398,544
• <u>Net Pension Liability</u>	<u>\$1,094,571</u>	<u>\$10,905,056</u>
• Difference (Underfunded)	\$753,449	\$7,506,512



THE POWER OF TIME

Just like buying a home: The quicker you pay it off, the less interest you pay.



Paying Off Unfunded Pension Liability UFPL

	Interest	Total Cost of UFPL
• 20 Year Total Cost	\$7,562,481	\$15,068,993
• 15 Year Total Cost	\$5,405,993	\$12,912,505
• 10 Year Total Cost	\$3,422,453	\$10,928,964



PERS LIABILITY

Presently unfunded liability	Annual
• 10 Year payoff of unfunded	\$1,092,896
• <u>Normal Cost</u>	<u>+ \$341,122</u>
• Total	\$1,434,018
• Current 20 year amortization	1,094,571
• Additional Cost for 10 year payoff	\$339,447

After 10 Years

Increase in general fund spending power	\$753,449
---	-----------



PERS LIABILITY

Presently unfunded liability	Annual
• 15 year payoff of unfunded	\$860,833
• <u>Normal Cost</u>	<u>+ \$341,122</u>
• Total	\$1,201,955
• Current 20 Year Amortization	1,094,571
• Additional Cost for 15 year payoff	\$107,384

After 15 Years

Increase in general fund spending power	\$753,449
---	-----------



OPTIONS

1. Dedicate an additional \$339,447 to pay off the unfunded pension liability (UFPL) out of the sales tax proceeds
 - In the long-term this will create \$753,449 in budget capacity after 10 years
2. Use 2017 year end savings (Approximately \$400,000) to begin payment of unfunded pension liability
 - This money would not be available to extend services in 2018-2019 and without a sales tax, more would have to be cut.



SALES TAX PROPOSED REVISIONS II

BY: ADAM BROWN, CITY MANAGER

NOVEMBER 9, 2017



BALLOT ISSUE

Cap the Sales Tax by Charter Amendment

Council has authority to:

- Amend the City Charter so that no sales tax can be raised except by vote of the people above 1 ½ % (or 1%)

Charter Amendment Submitted to the Voters by the Council

Shall an act be adopted to amend the Charter of the City of Ontario by adding a new chapter prohibiting the Ontario City Council from increasing a local city sales tax above 1 ½% without a vote of the people of the City of Ontario. Chapter 10.8 shall be ...

CHARTER OF THE CITY OF ONTARIO

Summary of Contents

	Chapter I. Introductory Provisions
Section	1.1 Title
	1.2 Corporate Name of City
	1.3 Boundaries
	Chapter II. Powers
Section	2.1 Vesting, Grant and Construction of Powers
	Chapter III. City Council and Mayor
Section	3.1 Council: Membership
	3.2 Council: Election
	3.3 Mayor: Election
	3.4 Council: Meetings
	3.5 Council: Quorum
	3.6 Council: Record of Proceedings
	3.7 Mayor: Functions
	3.8 Council: President
	3.9 Council: Vote Required
	3.10 Conflict of Interest
	3.11 Council and Mayor: Immunity
	Chapter IV. City Manager
Section	4.1 City Manager: Appointment and Qualifications
	4.2 City Manager: Vacancy
	4.3 City Manager: Powers and Duties
	4.4 City Manager: Council Meetings
	4.5 City Manager: Interference in Administration
	Chapter V. Municipal Court and Judge
Section	5.1 Municipal Court: Creation and Jurisdiction
	5.2 Municipal Judge: Appointment
	5.3 Municipal Judge: Vacancy
	5.4 Municipal Court: Transfer of Powers
	Chapter VI. Municipal Officers and Employees
Section	6.1 Qualifications
	6.2 Certificate of Election
	6.3 Terms
	6.4 Oath of Office
	6.5 Offices: Vacancies
	6.6 Compensation



RECOMMENDATION

- Direct the City Manager to prepare a charter amendment that would require voters to approve any sales tax increase above 1% to the May 2018 ballot.



PROPERTY TAX CAPITATION REFRESHER

BY: ADAM BROWN, CITY MANAGER

NOVEMBER 9, 2017



PRE-MEASURE 5

- Levy-based tax system until 1991-1992
- Each unit of government calculated its tax levy based on its needs
- Full market value was taxable
- Most levies were constitutionally limited to an annual growth rate of 6 percent without voter approval

$$\begin{array}{c} \text{Levy} \\ \times \\ \text{Value} \\ = \\ \text{Tax} \end{array}$$



MEASURE 5

- 1991-1992 – introduced limits on the taxes paid by individuals properties.
- \$10 per \$1,000 real market value
- Governments with limits above \$10 were reduced at that time (compression)

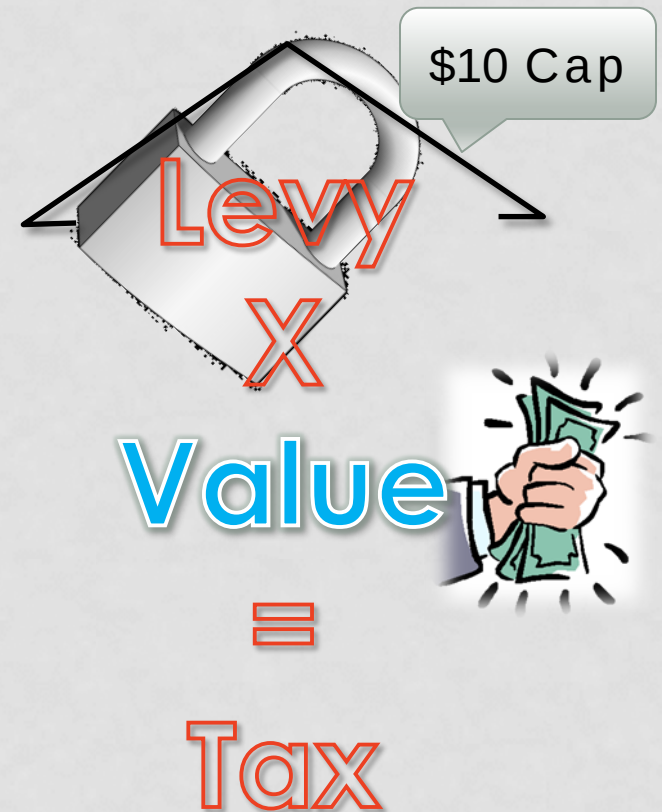

$$\begin{array}{c} \text{Levy} \\ \times \\ \text{Value} \\ = \\ \text{Tax} \end{array}$$



MEASURE 50

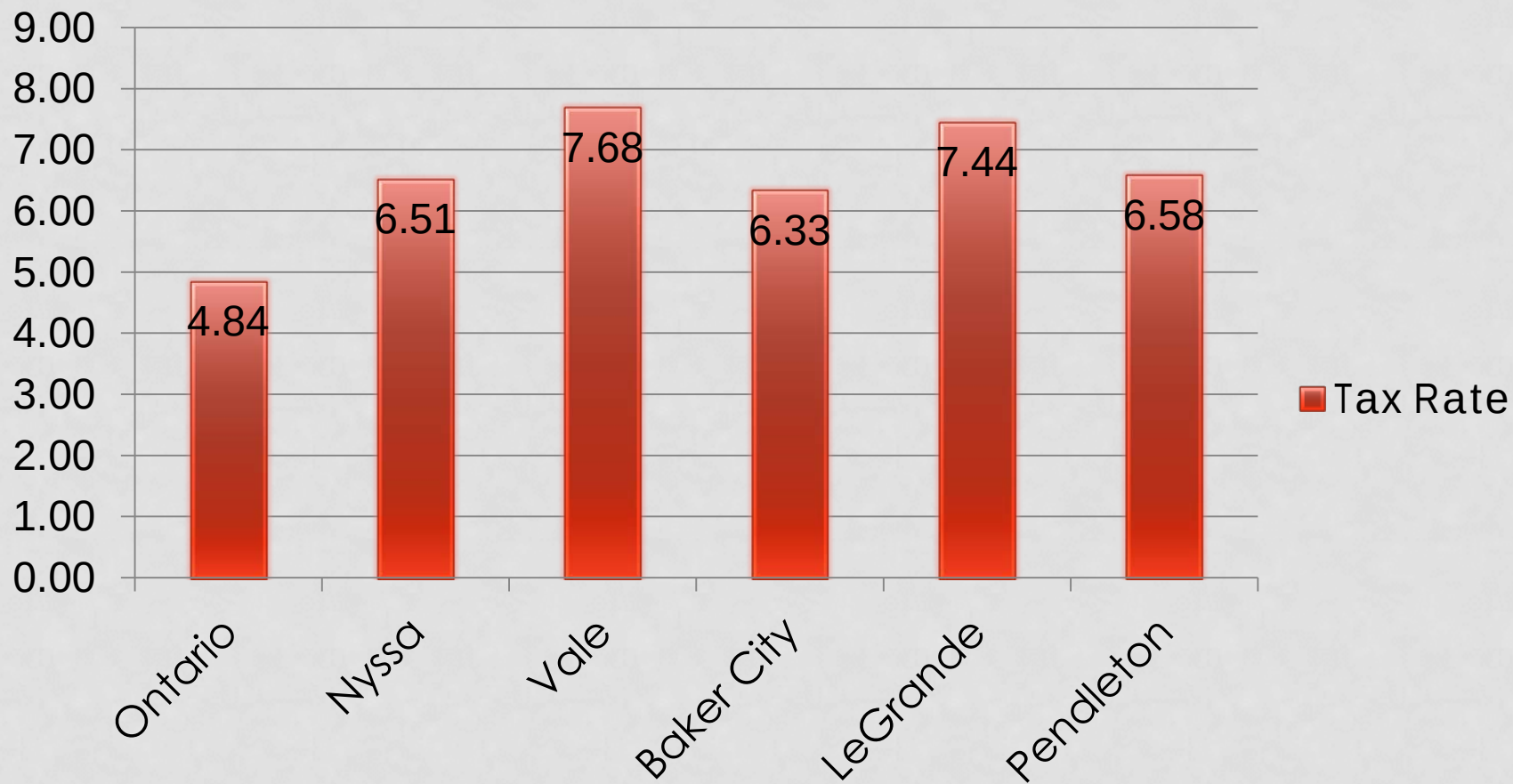
1997-1998

- Switched to permanent rates
- Reduced assessed values
 - Reduced to 90% of 95-96 values
- Limited annual growth of assessed value
 - Limited annual growth in assessed value to 3%





LOCAL TAX LEVY RATES FROZEN BY MEASURE 50





LOCAL AUTHORITY

- Taxes from the permanent rates
 - Fixed – No authority to change
- Bond levies
 - Approved in dollars, calculated as the total levy divided by the assessed value
- Local option levies
 - Approved in rate or dollar terms
 - If dollar terms = calculated as the total levy divided by assessed value
 - The only way taxing districts can raise operating revenue beyond the permanent rate
 - Voter Approval required



- Before Measure 5 – Before 1990

Tax Uncapped

Assessed Value = Market Value

- After Measure 5

Tax/Levy Capped

Assessed Value = Market Value

- After Measure 50

Assessed Value $\neq$ Market Value



VIDEO

- <https://www.youtube.com/watch?v=gtaIhnmxnZU>



AGENDA REPORT
PUBLIC HEARING: TAKE ACTION AT 11/21/2017
COUNCIL MEETING
November 9, 2017

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

SUBJECT: ORDINANCE #2732-2017: ANNEXATION AND REZONE OF TAX LOT 800, ASSESSOR MAP 18S4711BC - URBAN GROWTH AREA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H) FIRST READING TUESDAY 11/21/17

DATE: November 1, 2017

PROPOSED MOTION:

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

- 1. I MOVE THAT THE REQUEST FOR ANNEXATION OF THE SUBJECT PROPERTIES INTO THE CITY OF ONTARIO, AND THE REQUEST FOR REZONE OF THE SUBJECT PROPERTIES FROM UGA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H), AS SET FORTH IN ACTION 2017-08-16AZ AND REMOVING THE LANDS FROM THE RURAL FIRE BE APPROVED BY THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS IN THIS REPORT.**
- 2. I MOVE THAT THE CITY COUNCIL ADOPT ORDINANCE #2732-2017, AN ORDINANCE ANNEXING INTO THE CITY AND REZONING OF A PARCEL OF LAND BEING LOCATED AT 510 SE 13TH STREET, FROM UGA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H), ON FIRST READING BY TITLE ONLY.**

OR

- 3. MOVE THAT THE REQUEST FOR ANNEXATION OF THE SUBJECT PROPERTIES INTO THE CITY OF ONTARIO, AND THE REQUEST FOR REZONE OF THE SUBJECT PROPERTIES FROM UGA GENERAL COMMERCIAL (UGA C-2) TO CITY GENERAL HEAVY COMMERCIAL (C-2H), BE DENIAL BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH BELOW:**

(STATE FINDING AND REASONING FOR DENIAL):

SUMMARY:

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

The Planning Commission based on findings and testimony made a recommendation to the City Council to approve the annexation of the lands and to rezone the lands from Urban Growth Area General Commercial (UGA C2) to City General Heavy Commercial (C-2H).

BACKGROUND:

The applicant owns a parcel of land, known as 18S4711BC, tax lot 800. The applicants wish to annex and rezone the property into the City for future development. This application, if approved, will result in the annexation of 0.39 plus the right of way for SE 5th Avenue and SE 13th Street of land into the City and a rezone of the property from Urban Growth Area General Commercial (UGA C-2) to City General Heavy Commercial (C-2H).

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

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. Rezone

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

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

Findings of fact:

- a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals.
- b. The subject property is currently zoned UGA General Commercial (UGA C-2) and the request is to rezone to the companion City General Heavy Commercial (C-2H) Zone that is the same zone as adjacent lands to the north and nearby property. The requested zone allows basically the same use as the UGA zone, and is reflected in the Comprehensive Plan. No Comprehensive Plan amendment is necessary for this rezone; therefore, the proposal is consistent with, and conforms to, the Comprehensive Plan. Based on testimony given at the Planning Commission meeting, the Planning Commission made a motion to recommend the City Council approve the rezoning of this property City General Heavy Commercial (C-2H).
- c. The applicants have requested annexation into the City of Ontario concurrent with the request for rezone; a City Zone must be applied to the property once within City Limits. The existing zone is not a mistake, and there is no need to demonstrate a change in conditions in the surrounding area; the change in zone is necessary and appropriate.
- d. This request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated.
- e. The subject property is adequate in size and shape for the proposed use to be rezoned from UGA General Commercial to City General Heavy Commercial (C-2H).
- f. The property owner of tax lot 800 proposes no new development at this time and the land has adequate room for existing structures, parking, landscaping, etc. City Water and Sewer are available near the boundary of the property. City fire and police services will be available upon annexation for both properties.

City streets, right-of-ways, an addition 10 feet of right of way dedication for SE 13th Street and 5 feet along SE 5th Avenue will be required as a condition of approval and the existing street are not developed to City standards and has been requested to be deferred until future development and therefore the lands will NOT be removed from the Rural Road district No. 3 at this time.

- g. Uses allowed by the current zone are basically identical to the proposed zone. No significant difference in allowed uses will occur as a result of the rezone. Requirements in the OMC applicable to uses in the commercial zone will ensure that impacts from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land are minimized.

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

B. Annexation:

1. *10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.*
2. *Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.*

Findings:

1. The applicants have paid the fees and provided the proper application with signatures.

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

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

ANALYSIS:

- A. **FINANCIAL** Annexation will benefit the city by increasing tax revenue and new development tax base
- B. **TIMING** The request was filed on August 29, 2017 by the applicant, DLCD was given its 35 day notice and 20 day notice to the affected persons and agencies were sent 20 days prior to the hearing as required by law which has set the public hearing for this action to November 21, 2017 to meet the notice requirements.
- C. **POLICY/LEGAL** The quasi-judicial Zoning Map amendment procedures are designed and authorized to adjust zone boundaries and create new zoning classifications on the official Zoning Map within areas on the land use plan indicated for the uses allowed by the map change. Such changes shall be in conformity with the land use goals of the State. The decision of the Commission shall be the final decision of the City unless an appeal is filed as authorized by this Title. (LANGUAGE IN [10B-10-05](#) SUPERSEDES THIS LANGUAGE) WHICH IS: The ultimate decision-making authority for legislative actions and zone changes brought under the provisions of this Title shall rest with the City Council. Certain actions of the Planning Commission are in the form of a recommendation to the City Council. The land use actions for which the Commission provides only a recommendation to the Council are amendments of the comprehensive plan and zoning ordinances or Zoning Map.

ALTERNATIVES:

Alternatives could be as follows:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Ordinance #2732-2017



ORDINANCE #2732-2017

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE N1/2NW1/4SW1/2NW1/4 SECTION 11, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302.

- WHEREAS,** there has been submitted to the City of Ontario a written request for annexation and rezoning to the City signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the City; and
- WHEREAS,** The City Charter does not expressly require the City to submit a proposal of annexation of territory to the electors of the City; and
- WHEREAS,** All the owners has requested the lands to be rezoned from UGA Commercial to City General Heavy Commercial (C-2H); and
- WHEREAS,** The City desires to withdraw the land to be annexed from the ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302, pursuant to ORS 222.120(5) and has received assent from the Districts to do so;
- WHEREAS,** The owners has requested to defer the road improvement to City standards until adjoining lands are ready to also bring the streets to City standards the lands WILL NOT be removed from the Rural Road Assessment District No. 3;

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property mapped and legally described in the attached Exhibits "A" and "B" respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation the lands as shown and described in the attached Exhibits "A" and "B" be rezoned from UGA Commercial to City General Heavy Commercial (C-2H).
3. Withdrawing above described area from Ontario Rural Fire Protection District 7-302. The Common Council of the City of Ontario deems it in the best interest of the public of the City of Ontario and hereby declares that the real property described hereinabove is withdrawn from the Ontario Rural fire Protection District No. 7-302 on the effective date of this annexation pursuant to ORS 222.120(5).

4. That the lands will NOT be removed from the Rural Road Assessment District No. 3 until the streets adjacent to the property have been constructed to City standards and at that time the owner may request the lands be removed from the district and the City accepts the streets for maintenance.
5. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

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

AYES:

NAYS:

EXCUSED:

ABSENT:

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

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

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

Land in Malheur County, Oregon:

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

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

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

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

thence East 112.02 feet;

thence North, parallel with the West boundary, to the North line of the N1/2NW1/4SW1/4NW1/4;

thence West along the North line, 112.02 feet;

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

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

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

ALSO EXCEPTING THEREFROM that portion of land described as follows:

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

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

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

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

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

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

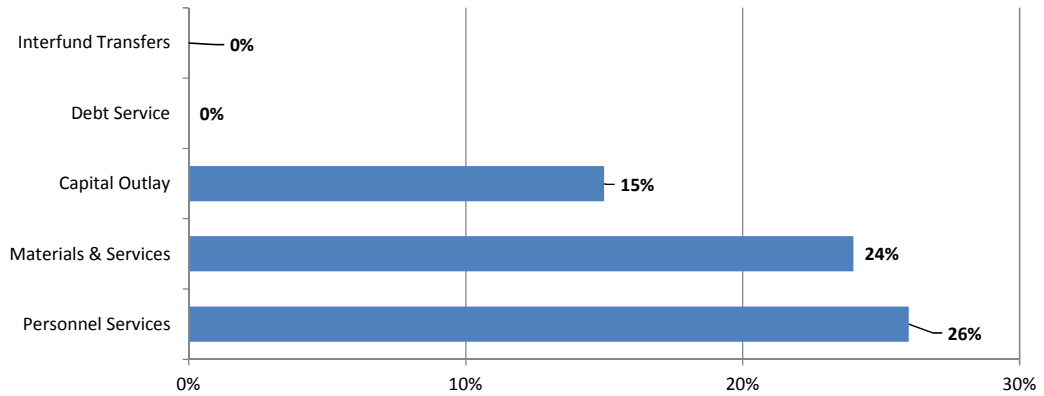
TOGETHER WITH all the right of way of SE 5th Avenue and SE 13th Street adjacent to the above described lands.

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2017**

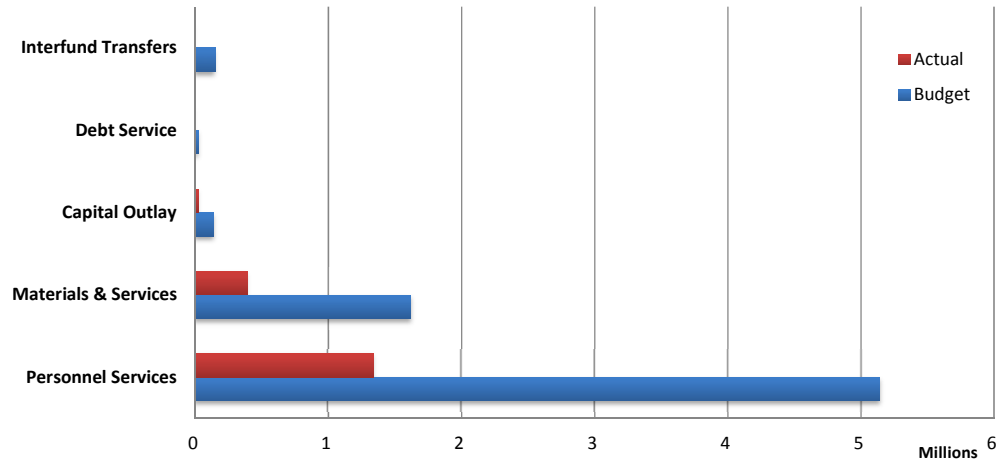
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	279,252	73,886	26.5%	
Recreation	211,129	58,076	27.5%	
Parks & Recreation	490,381	131,962	26.9%	
Fire	1,512,788	346,114	22.9%	
Code Enforcement	142,829	31,555	22.1%	
Police	3,305,640	844,467	25.5%	
Police reserves	2,000	594	29.7%	
Public Safety Total	4,963,257	1,222,729	24.6%	
Administration	365,910	87,701	24.0%	
City Council	25,791	4,440	17.2%	
Human Resources	106,708	26,066	24.4%	
Business Registration	1,100	6	0.5%	
Cemetery	146,808	42,887	29.2%	
Finance	228,956	47,653	20.8%	Contract payment timing
Technology	110,774	27,145	24.5%	
General Government Total	986,047	235,898	23.9%	
Community development	171,751	34,900	20.3%	
Community Development	171,751	34,900	20.3%	
Administrative Overhead	331,175	125,283	37.8%	Liability insurance premium
Other Total	331,175	125,283	37.8%	
Operating Transfers Out	117,273	-	0.0%	Interfund transfers not recorded yet.
GENERAL FUND TOTALS	\$ 7,059,884	1,750,772	24.8%	
YTD BUDGET BENCHMARK			25.0000%	 0.2%

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2017**

% Expended by Category



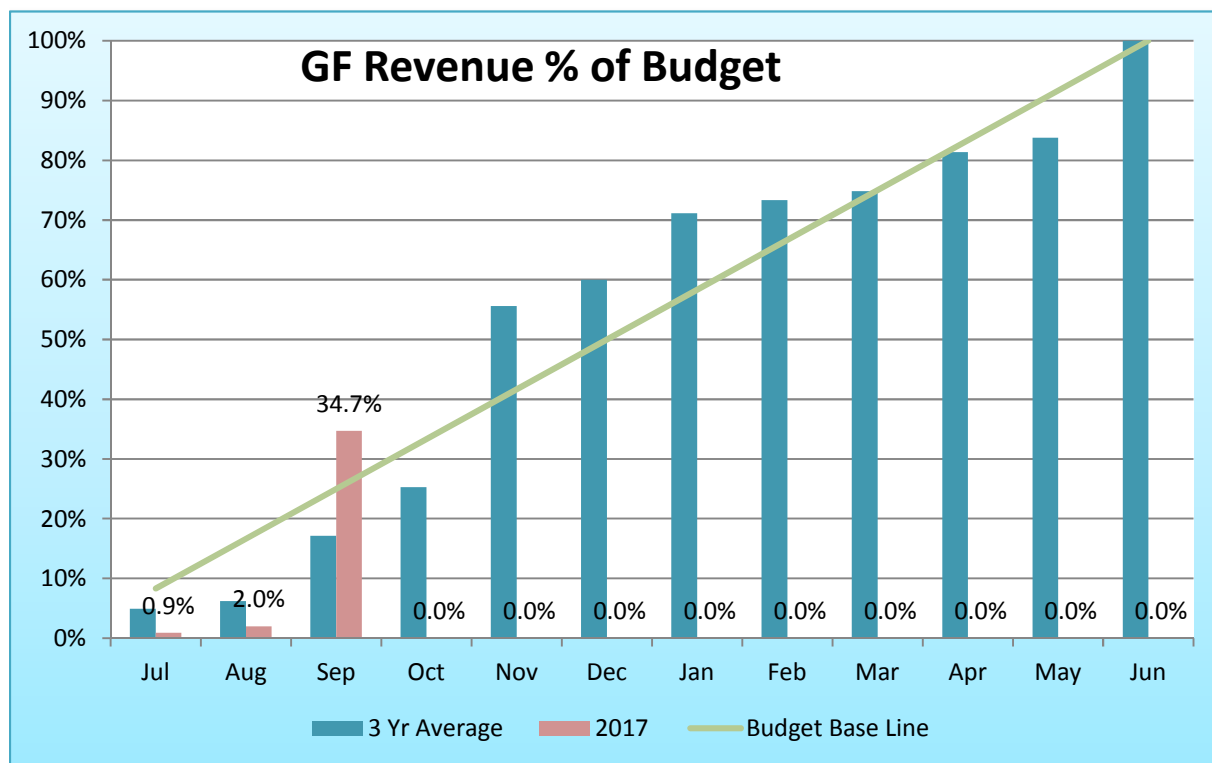
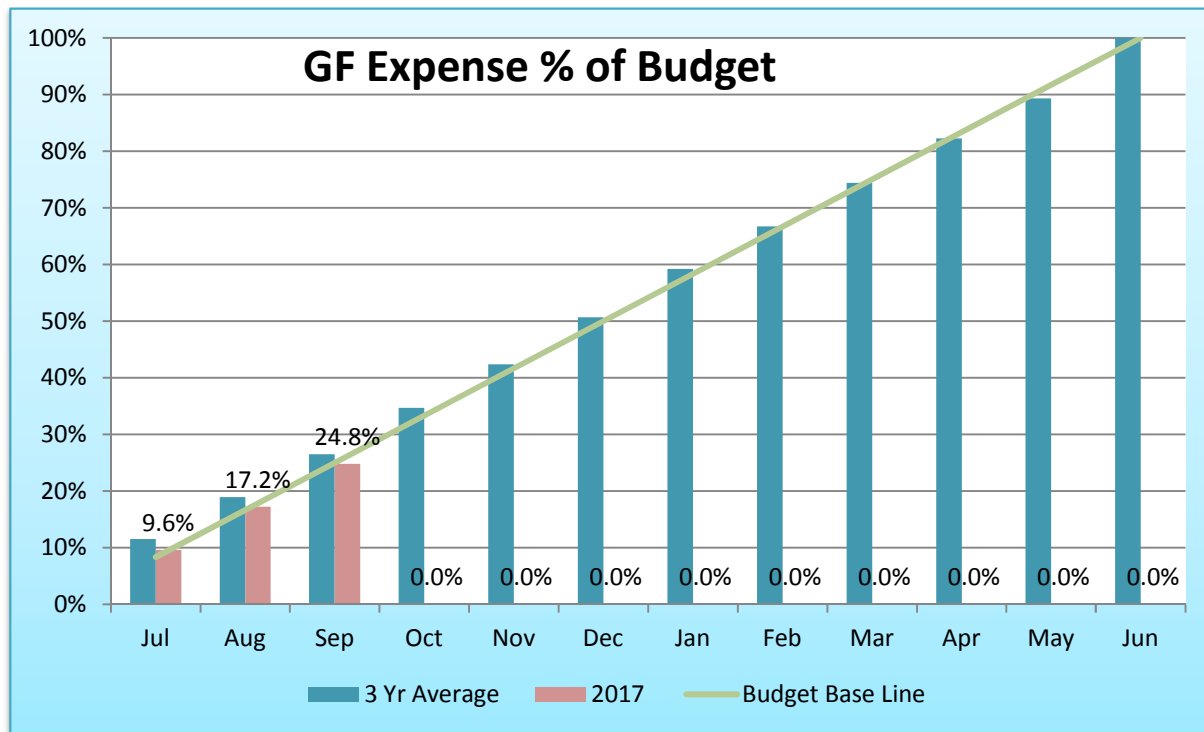
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
SEPTEMBER, 2017**

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	2,350,000	2,788,700	118.7%	(not calculated in totals)
Parks	101,900	760	0.7%	
Recreation	74,900	9,400	12.6%	
Parks & Recreation	176,800	10,160	5.7%	
Fire	133,622	408	0.3%	
Code Enforcement	10,998	5,824	53.0%	
Police	202,975	11,371	5.6%	
Public Safety Total	347,595	17,602	5.1%	
Interest	20,000	8,207	41.0%	higher interest rate than prior year
State Revenue Sharing	128,500	-	0.0%	Quarterly payments
Administrative Services	497,149	124,287	25.0%	
Other General Revenues	12,055	1,218	10.1%	Less Misc. revenue
Property Taxes	3,395,459	51,116	1.5%	P. taxes are due in November
Alcohol Bvg License & Fee	173,500	32,066	18.5%	Quarterly payments
Cigarette tax	14,530	2,598	17.9%	State slow on payments
Franchise Fees	1,634,300	-	0.0%	Quarterly payments
Business Registration	1,700	200	11.8%	
Cemetery	45,500	9,650	21.2%	
General Government Total	5,922,693	229,342	3.9%	
P&Z Hearings	1,500	6,150	410.0%	
Community development	1,500	6,150	410.0%	
GENERAL FUND REVENUE TOTALS	\$ 6,448,588	\$ 263,254	4.1%	
YTD BUDGET BENCHMARK			25.0%	 -20.9%

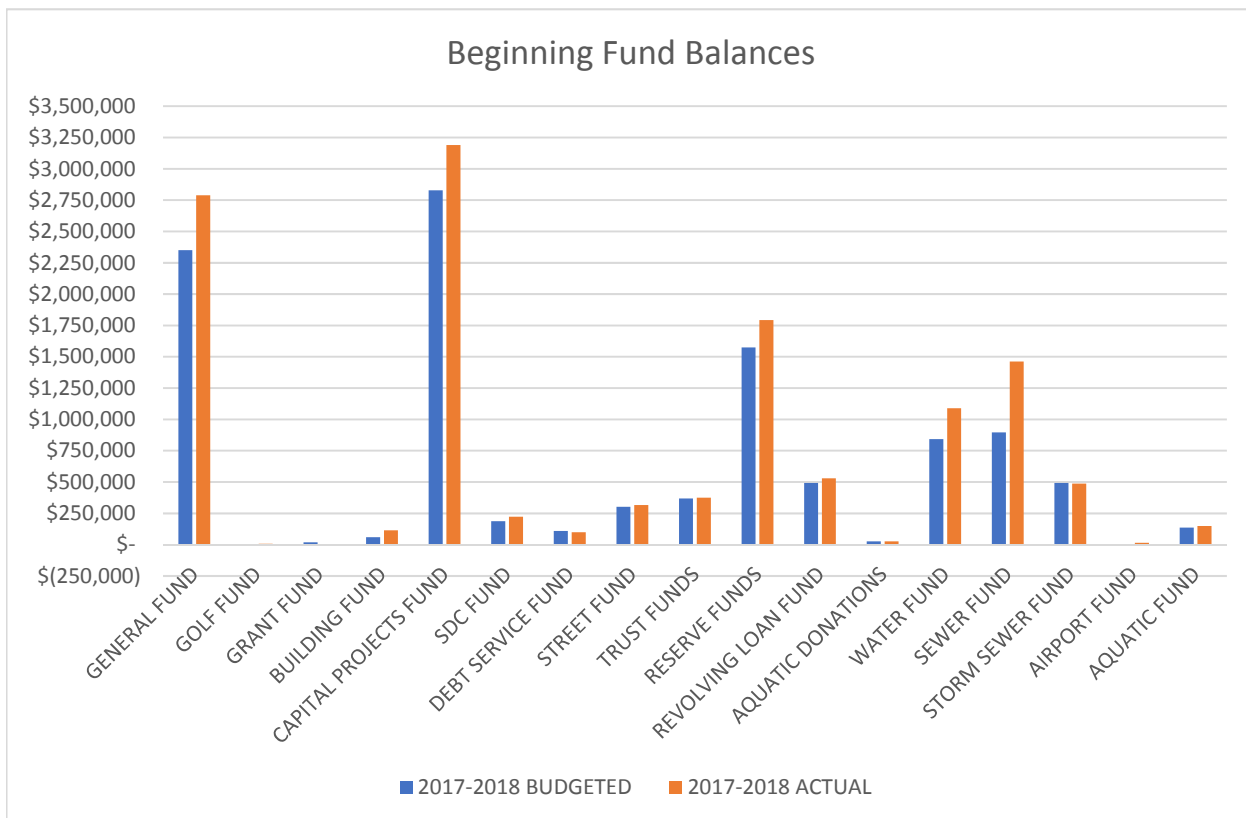
**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
SEPTEMBER 30, 2017**



**CITY OF ONTARIO
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2017**

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
005 Golf Course Fund	803	-	0.0%		803	6,802	847.1%
010 Grant Fund	886,609	33,253	3.8%		895,719	13,590	1.5%
027 Building Fund	188,420	81,812	43.4%		188,600	237,902	126.1%
030 Capital Projects Fund	524,923	51,921	9.9%		3,343,956	3,340,365	99.9%
031 SDC Fund	202,001	-	0.0%		202,001	252,572	125.0%
035 Debt Service Fund	61,433	30,989	50.4%		142,330	106,730	75.0%
045 Street Fund	2,160,861	658,433	30.5%		2,160,861	629,410	29.1%
050 Trust Funds	586,072	121,401	20.7%		741,012	493,652	66.6%
055 Reserve Funds	383,810	-	0.0%		1,959,484	536,404	27.4%
060 Revolving Loan Fund	516,977	13,500	2.6%		516,977	4,621	0.9%
065 Aquatic Donation Fund	25,814	-	0.0%		25,814	25,814	100.0%
105 Water Fund	3,274,297	758,297	23.2%		4,054,788	2,092,788	51.6%
110 Sewer Fund	3,554,390	861,960	24.3%		4,313,783	2,255,663	52.3%
115 Storm Sewer Fund	211,795	30,989	14.6%		599,123	514,628	85.9%
120 Airport Fund	85,255	22,510	26.4%		85,255	59,020	69.2%
125 Aquatic Fund	623,297	470	0.1%		623,297	178,062	28.6%
YTD BUDGET BENCHMARK25.0%							

	2017-2018 BUDGETED	2017-2018 ACTUAL	
GENERAL FUND	\$ 2,350,000	\$ 2,788,700	\$ 438,700
GOLF FUND	\$ 803	\$ 6,802	\$ 5,999
GRANT FUND	\$ 17,600	\$ (8,096)	\$ (25,696)
BUILDING FUND	\$ 59,500	\$ 114,232	\$ 54,732
CAPITAL PROJECTS FUND	\$ 2,828,299	\$ 3,189,699	\$ 361,400
SDC FUND	\$ 187,001	\$ 223,024	\$ 36,023
DEBT SERVICE FUND	\$ 108,855	\$ 99,011	\$ (9,844)
STREET FUND	\$ 301,848	\$ 316,234	\$ 14,386
TRUST FUNDS	\$ 368,112	\$ 375,182	\$ 7,070
RESERVE FUNDS	\$ 1,574,727	\$ 1,793,019	\$ 218,292
REVOLVING LOAN FUND	\$ 492,027	\$ 529,472	\$ 37,445
AQUATIC DONATIONS	\$ 25,814	\$ 25,814	\$ -
WATER FUND	\$ 842,290	\$ 1,088,986	\$ 246,696
SEWER FUND	\$ 896,461	\$ 1,462,163	\$ 565,702
STORM SEWER FUND	\$ 491,823	\$ 487,263	\$ (4,560)
AIRPORT FUND	\$ -	\$ 14,554	\$ 14,554
AQUATIC FUND	\$ 135,797	\$ 147,994	\$ 12,197





City of Ontario Community Development Quarterly Report 3rd Quarter

Presentation by
Dan K. Cummings
Nov 9, 2017



Planning & Zoning Department Stats

3rd Quarter 2017



3 Land Use Actions

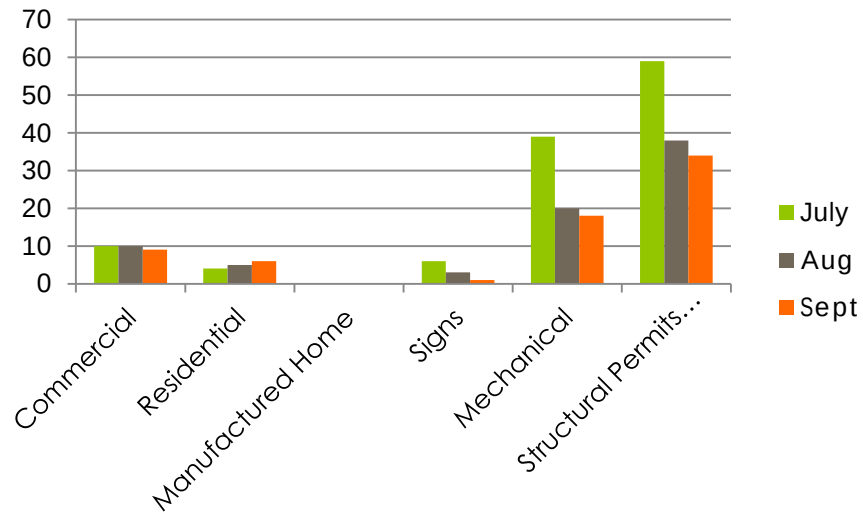
- 1 Temporary Use Permit
- 1 Site Development Permit
- 1 Annexation and Rezone

\$1280 Total Fees

Building Department Stats

3rd Quarter 2017 Permits

2017 Permits	July	Aug	Sept
Commercial	10	10	9
Residential	4	5	6
Manufactured Home	0	0	0
Signs	6	3	1
Mechanical	39	20	18
Structural Permits Issued	59	38	34

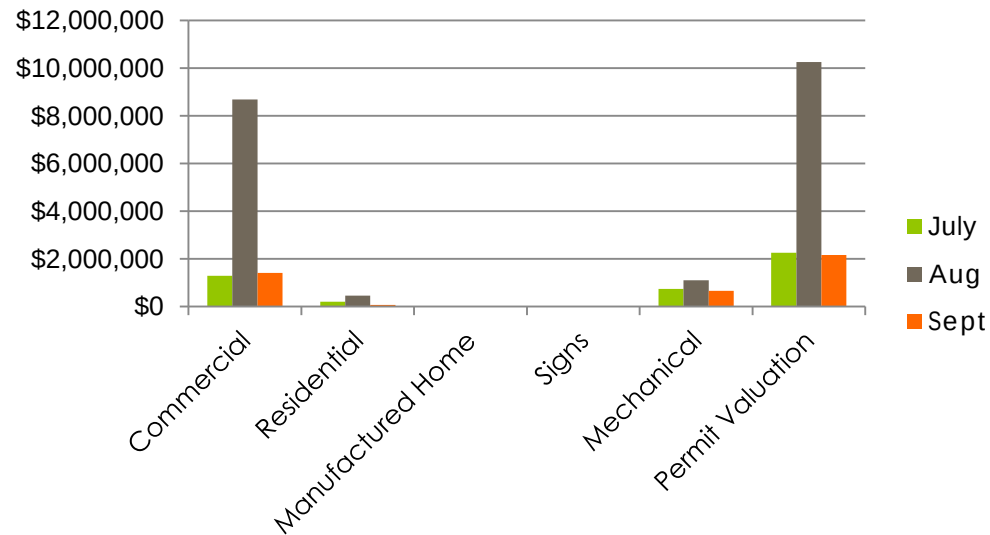


Building Department Stats

3rd Quarter 2017 Building Values



2017 Permit Valuations	July	Aug	Sept
Commercial	\$1,295,501	\$8,683,632	\$1,414,047
Residential	\$203,740	\$467,386	\$76,298
Manufactured Home	\$0	\$0	\$0
Signs	\$17,903	\$4,632	\$5,808
Mechanical	\$740,718	\$1,102,042	\$665,861
Permit Valuation	\$2,257,862	\$10,257,692	\$2,162,014

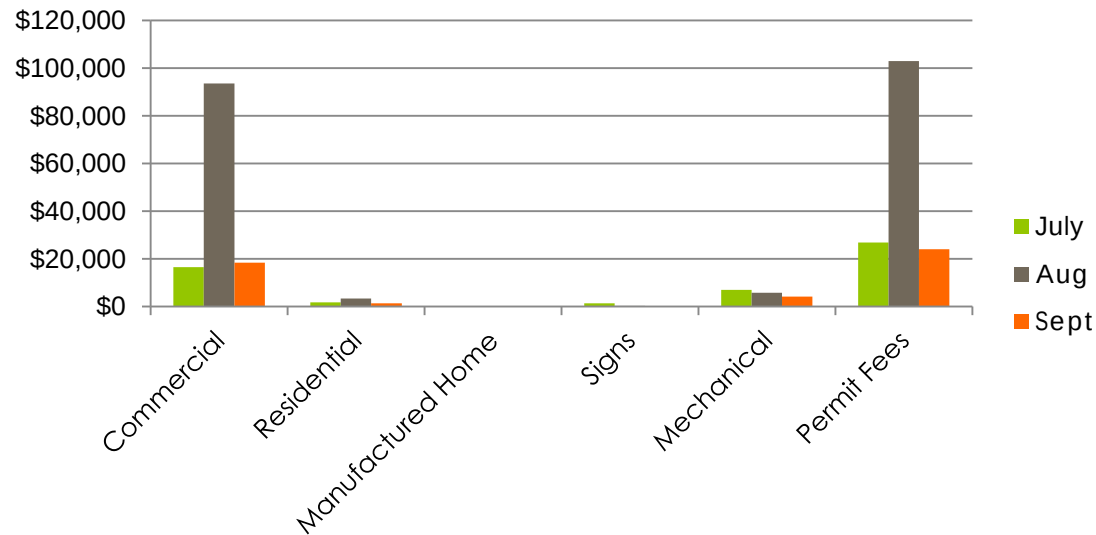


Building Department Stats

3rd Quarter 2017 Permit Fees

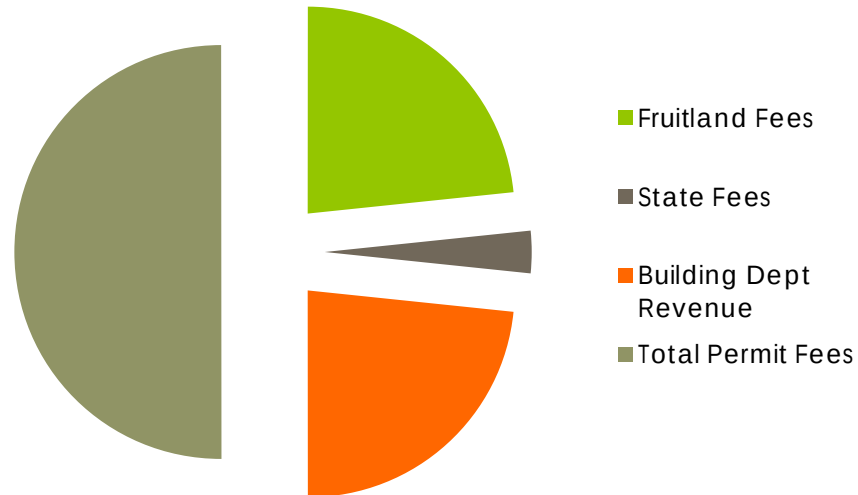


2017 Fees Received	July	Aug	Sept
Commercial	\$16,621	\$93,510	\$18,421
Residential	\$1,849	\$3,390	\$1,351
Manufactured Home	\$0	\$0	\$0
Signs	\$1,408	\$297	\$145
Mechanical	\$7,060	\$5,788	\$4,190
Permit Fees	\$26,938	\$102,985	\$24,107





Revenue Breakdown of Building Permits 3rd Quarter 2017



Fruitland Fees	\$72,330
State Fees	\$9,369
Misc Fees	\$0
Building Department Revenue	\$72,330
Total Permit Fees	\$154,030

Economic Development Department Activity

3rd Quarter 2017



Economic Activity

- Project Cadet
- Project Indigo II
- Project SST
- Options for the use of the vacant Airport property
- Project One-1
- West Park Plaza
- Working on 2017 EPA Brownfield Grant
- Malheur County Reload Facility and Industrial Park

2017 Building Data



Community Summary	Total Permit Fee	Property Tax	No. of Homes	NOTES
City of Ontario	\$3302.00 or \$4325.00	\$4,463.25	36 (4)	No deductions Includes 33 MH
City of Fruitland	\$1,606.75	\$4,477.58	29	With -\$41,000 home exemption deducted from base
City of Payette	\$3,114.80	\$5,013.50	no data given	With -\$41,000 home exemption deducted from base
City of New Plymouth	\$3,953.75	\$4,984.86	4	With -\$41,000 home exemption deducted from base
Malheur County	\$3,324.00	\$4,020.39	30	No deductions/ includes MH (16)
Payette County	\$1,329.75	\$2,747.91	22	With -\$41,000 home exemption deducted from base

2017 Comparison



Residential Building Cost in <u>Ontario</u>					NOTES
Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	
2000	\$225,300.00	576	\$25,706.88	\$251,006.88	
W/ 2 car garage	Property Tax	House and Land	\$300,000.00	\$4,463.2500	Area in the NW Part of town has an additional Sanitary Lift Station fee that is not in the rest of the town. These costs are based on existing service lines stubbed to the ROW lines. Home count includes new 32 MH permits (RH)
		Building Permit Fee	\$1,439.00		
		Traffic SDC	\$1,288.00		
		Water Meter	\$475.00		
		Sewer Connection	\$100.00		
		Reg. Lift Station NW Area	\$0.00	\$1,023.00	
2017 Homes: 36 (4)		Total Permit Fee	\$3,302.00	\$4,325.00	

Residential Building Cost in <u>Fruitland</u>					
Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	
2000	\$200,000.00	576	\$22,820.00	\$222,820.00	
W/ 2 car garage	Property Tax	House & Land - \$41,000	\$259,000.00	\$4,477.5800	Fruitland has taken their SDC for sewer, \$5,000 and water, \$5000 and covered the cost in a bond being paid on their property taxes. The Assessed value for figuring taxes has been reduced by the home owner exemption of \$41,000.
		Building Permit Fee	\$923.75		
		Traffic SDC	\$0.00		
		Water Meter	\$433.00		
		Sewer Connection	\$250.00		
		Reg. Lift Station NW Area	bond		
2017 Homes: 29		Total Permit Fee	\$1,606.75		

2017 Comparison



Residential Building Cost in Payette

Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	Payette indicated their were no other fees connected to the building permit at this time. The Assessed value for figuring taxes has be reduced by the home owner exemption of \$41,000.
2000	\$200,000.00	576	\$22,820.00	\$222,820.00	
W/ 2 car garage	Property Tax	House and Land-	\$259,000.00	\$5,013.50	
		Building Permit Fee	\$1,489.80		
		Traffic SDC	\$0.00		
		Water Meter	\$875.00		
		Sewer Connection	\$750.00		
2017 Homes:		Reg. Lift Station NW Area	\$0.00		
		Total Permit Fee	\$3,114.80		

Residential Building Cost in New Plymouth

Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	NOTES
2000	\$200,000.00	576	\$22,820.00	\$222,820.00	The Assessed value for figuring taxes has be reduced by the home owner exemption of \$41,000.
W/ 2 car garage	Property Tax	House and Land	\$259,000.00	\$4,984.86	
		Building Permit Fee	\$1,553.75		
		Traffic SDC	\$0.00		
		Water Meter	\$1,200.00		
		Sewer Connection	\$1,200.00		
2017 Homes: 4		Reg. Lift Station NW Area	\$0.00		
		Total Permit Fee	\$3,953.75		

2017 Comparison

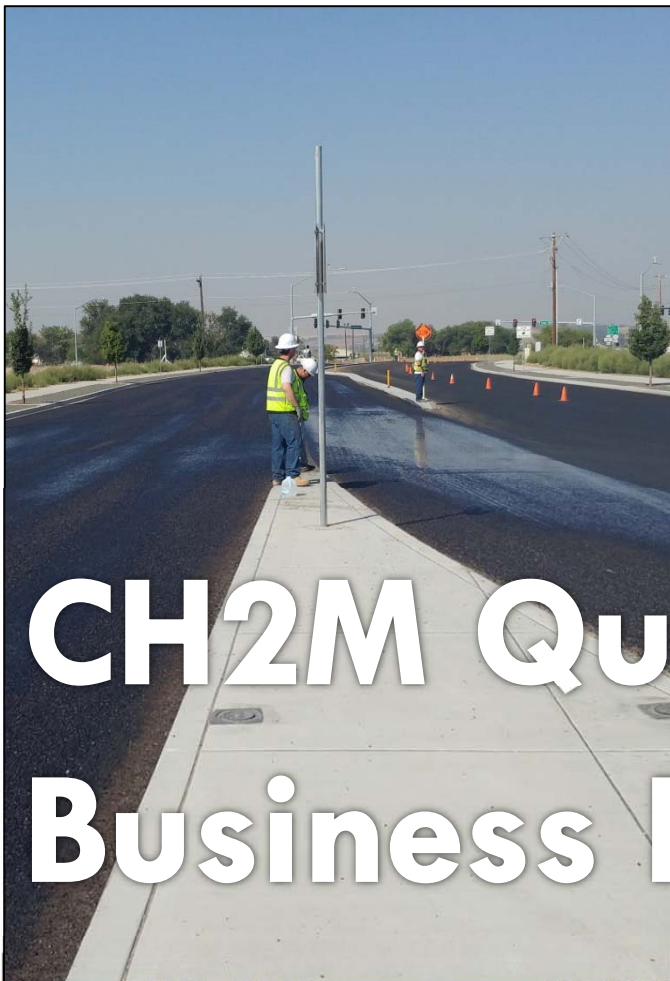


Residential Building Cost in Malheur County

Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	16 Stick built homes, 14 Manufactured homes and two Manufactured replacement homes in parks.
2000	\$225,300.00	576	\$25,706.88	\$251,006.88	
W/ 2 car garage	Property Tax	House and Land	\$300,000.00	\$4,020.39	
2017 Homes: 30		Building Permit Fee	\$3,324.00		
		Total Permit Fee	\$3,324.00		

Residential Building Cost in Payette County

Home Square Footage	Valuation	Garage Square Footage	Valuation	Combined Valuation	The Assessed value for figuring taxes has be reduced by the home owner expemtion of \$41,000.
2000	\$200,000.00	576	\$22,820.00	\$222,820.00	
W/ 2 car garage	Property Tax	House and Land	\$259,000.00	\$2,747.91	
2017 homes: 22		Building Permit Fee	\$1,329.75		
		Total Permit Fee	\$1,329.75		



CH2M Quarterly Business Review



July/Aug/Sept 2017

July/Aug/Sept
2017

Prepared by CH2M for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Quarterly Business Review

PUBLIC WORKS DEPARTMENT

CONTENTS

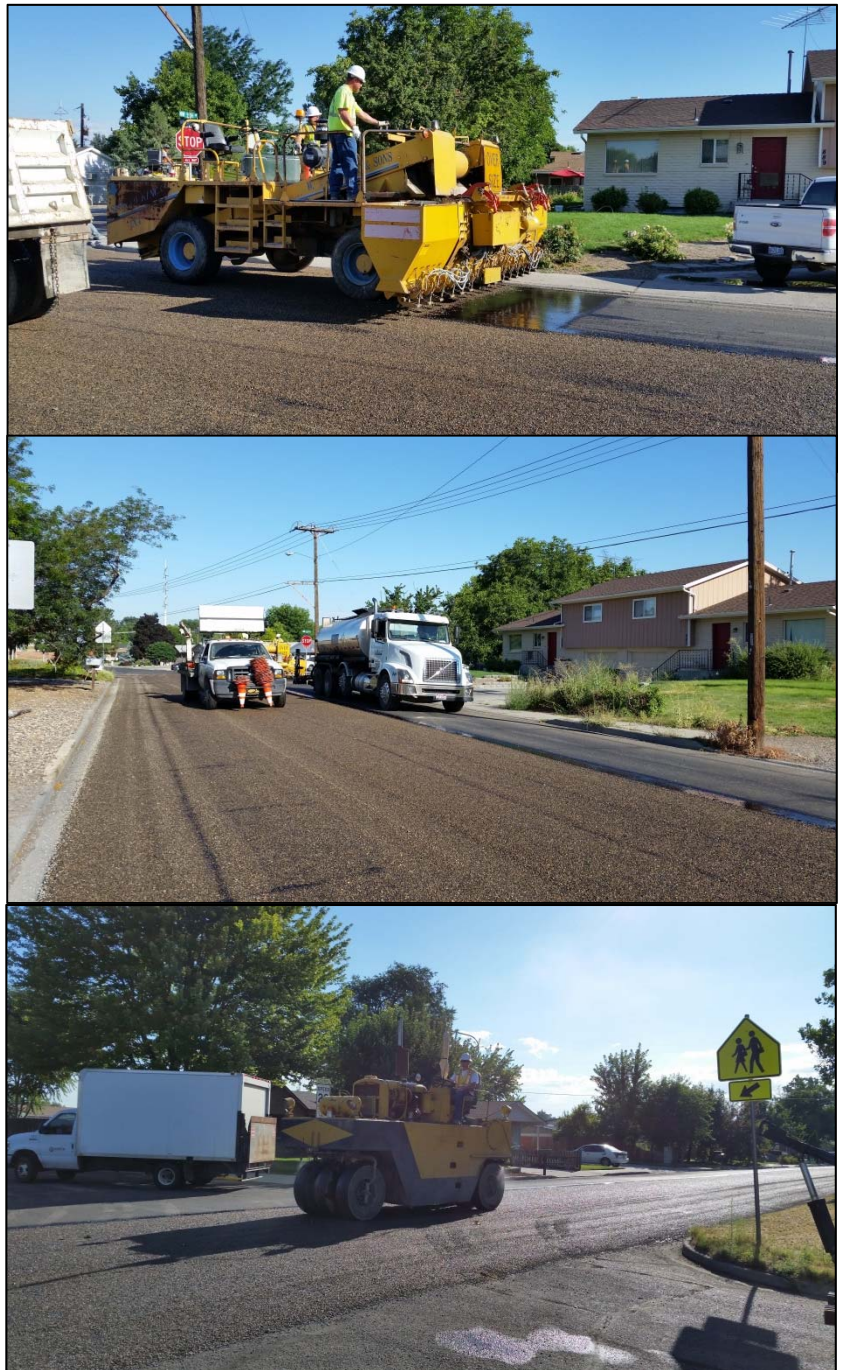
FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY.....	2-9
WATER TREATMENT PLANT SUMMARY.....	10-18
WASTEWATER TREATMENT PLANT SUMMARY	19-22
FACILITY MAINTENANCE SUMMARY	23-25
PARKS AND CEMEMTERY SUMMARY.....	26-30
ENGINEERING DIVISION SUMMARY.....	31-35
APPENDIX.....	36-38



FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION

JULY ACTIVITIES:

- Chip seal preparation along North Oregon Street, NW 2nd Avenue and NW 4th Avenue.
- Started Round No. 1 of street sweeping of the entire town.
- Built walls for Well No. 17 and started construction of the roof.
- Trimmed weeds in the city right of way.
- Weekly trash pickup on East Idaho Avenue along the Ontario Marketplace.
- Swept downtown and the underpass every Friday morning at 4 a.m.
- Installed eight sign bases for visitor info and the fairgrounds.
- Paved back the railroad crossing on SE 5th Avenue after Union Pacific Railroad raised the tracks.
- Smoothed up the rough areas of road along North Oregon Street.
- Handed out door hangers to the residents along the chip seal route a week prior to the chip seal beginning.
- Trimmed trees throughout the chip seal area.
- Installed one fire hydrant near the intersection of West Idaho Avenue and North Dorian Drive.
- Prepped the asphalt on West Idaho Avenue for an asphalt patch.
- Finished the safety chains around the lift station wet well lids and modified them to meet Oregon Occupational Safety and Health Administration regulations.
- Internal safety audit conducted from July 17 to July 19.
- Coordinated with Union Pacific Railroad regarding installation of bolts to hang banners from the railroad crossing over West Idaho Avenue.
- Participated in Eclipse preparation meetings.



Field Services Crew chip sealing NW 2nd Avenue and NW 4th Avenue.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

JULY ACTIVITIES CONTINUED:

- Chip sealed July 25 to July 27. Put down approximately 130 tons of oil and 1,200 tons of 3/8-inch chips with only minor mechanical issues that were dealt with.
- Weekly lift station inspections completed.
- Weekly vehicle and building inspections completed.
- Purchased a new safety hoist for confined space entry and retrieval.
- 36 water services were turned on at the customer's request.
- 22 water services were shut off at the customer's request.
- 49 water services were shut off for non-payment.
- 39 water services were turned on for payment received.
- 29 water services were read only on/off at the customer's request.
- 20 water meters were changed out for not working properly.
- 14 water services were shut off for leaks at the customer's request.
- 9 water services were checked for consumption



Field Services Crew chip sealing NW 2nd Avenue and NW 4th Avenue.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

JULY ACTIVITIES CONTINUED:

- 12 water services were checked to verify still off from non-payment list.
- 5 water services were turned on and verified leak is repaired.
- 37 utility locates were completed.
- Installation of bus shelters for the Malheur Council on Aging.



**Field Services Crew chip
sealing North Oregon
Street.**



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

AUGUST ACTIVITIES:

- Swept 1st round of the entire city – 98 percent complete.
- Swept the chipseal streets in preparation for the fog seal.
- Trimmed weeds in the City owned right of way.
- Removed trees from the West Park Plaza planter strips on SW 4th Avenue.
- Installed an eclipse events banner on East Idaho Avenue on the railroad overcrossing for westbound traffic.
- Requested more dumpsters and portable toilets at the City parks for the eclipse activities and visitors.
- Eclipse planning over multiple weeks with staff and emergency responders. The eclipse came and went with no issues.
- Fog sealed the chipseal area August 28 through August 29.
- Weekly downtown sweeping every Friday morning.
- Weekly trash pickup and weed trimming on East Idaho Avenue along the Ontario Marketplace.
- Two lift station pumps are out for repair - Malheur Pump No. 1 lost the wear ring and Murakami Pump No. 1 low resistance in the windings.
- Painted crosswalk bars in the school zones – 20 percent complete.
- Painting the yellow curb on the primary routes – 98 percent complete.
- Installed a sign at Moore Park.



Field Services Crew applying fog coat on NW Washington Avenue.



Moving traffic along NW Washington Avenue during application of fog coat.



Traffic control along NW Washington Avenue during fog coat after chip seal.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

AUGUST ACTIVITIES CONTINUED:

- Installed a 2-inch water service for the Oregon Child Development Center.
- Installed a fire hydrant for the Oregon Child Development Center.
- 52 utility locates were completed.
- 35 water services were checked for leaks at the customer's request.
- 44 water services were shut off for non-payment.
- 37 water services were turned on at the customer's request.
- 23 water services were shut off at the customer's request.
- 34 water services were turned on for payment received.
- 55 water services were read only on/off at the customer's request.
- 29 water meters were changed out for not functioning.
- 5 water meters were checked for consumption issues.
- 7 water services were shut off for repair at the customer's request.
- 9 water meters were checked to see if water was still off from the non-payment list.
- 14 water services were checked to see if the leak had been repaired by customer.



Diverting traffic during fog coat along NW Washington Avenue.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

SEPTEMBER ACTIVITIES:

- Completed round No. 1 sweeping entire town.
- Collection system SCADA (Supervisory Control and Data Acquisition) computer failed – installed back up computer.
- Collections system back up SCADA computer failed - Advance Control Systems (ACS) installed a temporary system to send alarms and allow us to see the trends in the wet wells.
- Painting crosswalk bars – approximately 75 percent complete.
- Hot Taping crosswalk bars – approximately 40 percent complete.
- Installed a 2-inch water service for the new McDonalds on East Idaho Avenue.
- Cut down and removed all the volunteer trees from the mall planter strips on SW 4th Avenue, Sunset Drive and SW 7th Place.
- Weekly trash pickup on East Idaho Avenue in front of the Ontario Marketplace.
- Weekly sweeping down town Friday morning at 4 a.m.
- Water Maintenance – Replacing broken water meter lids and rings, and repairing leaks.
- Serviced large equipment – plows, graders and chip spreaders – getting them ready for winter use.
- Cleaned out our hydro excavating dump site preparing for catch basin cleaning.
- Removed the paper covers and sand from the manholes and valve boxes from the chip seal on North Oregon Street, and NW 2nd and 4th Avenues.



Field Services crew blowing chips off sidewalks.



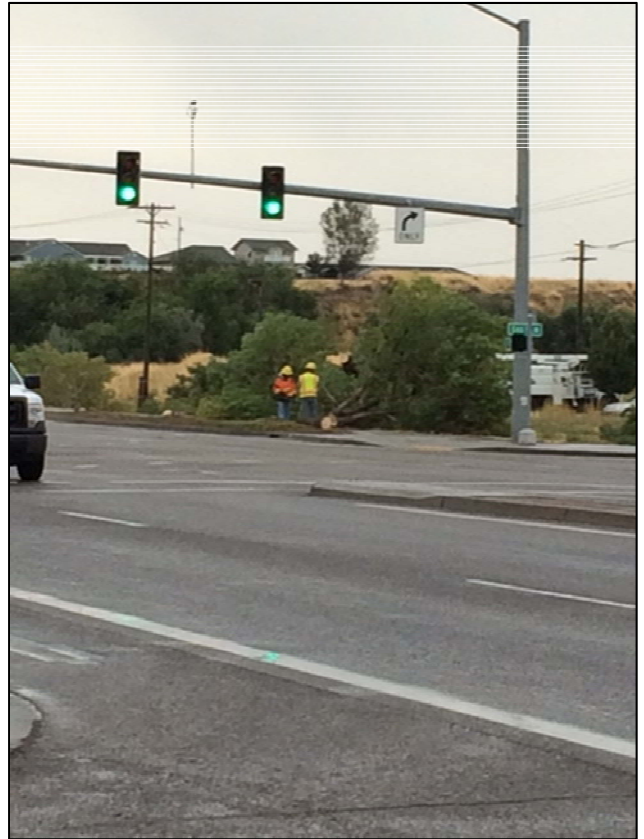
Field Services crew hot taping crosswalk bars.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

SEPTEMBER ACTIVITIES CONT:

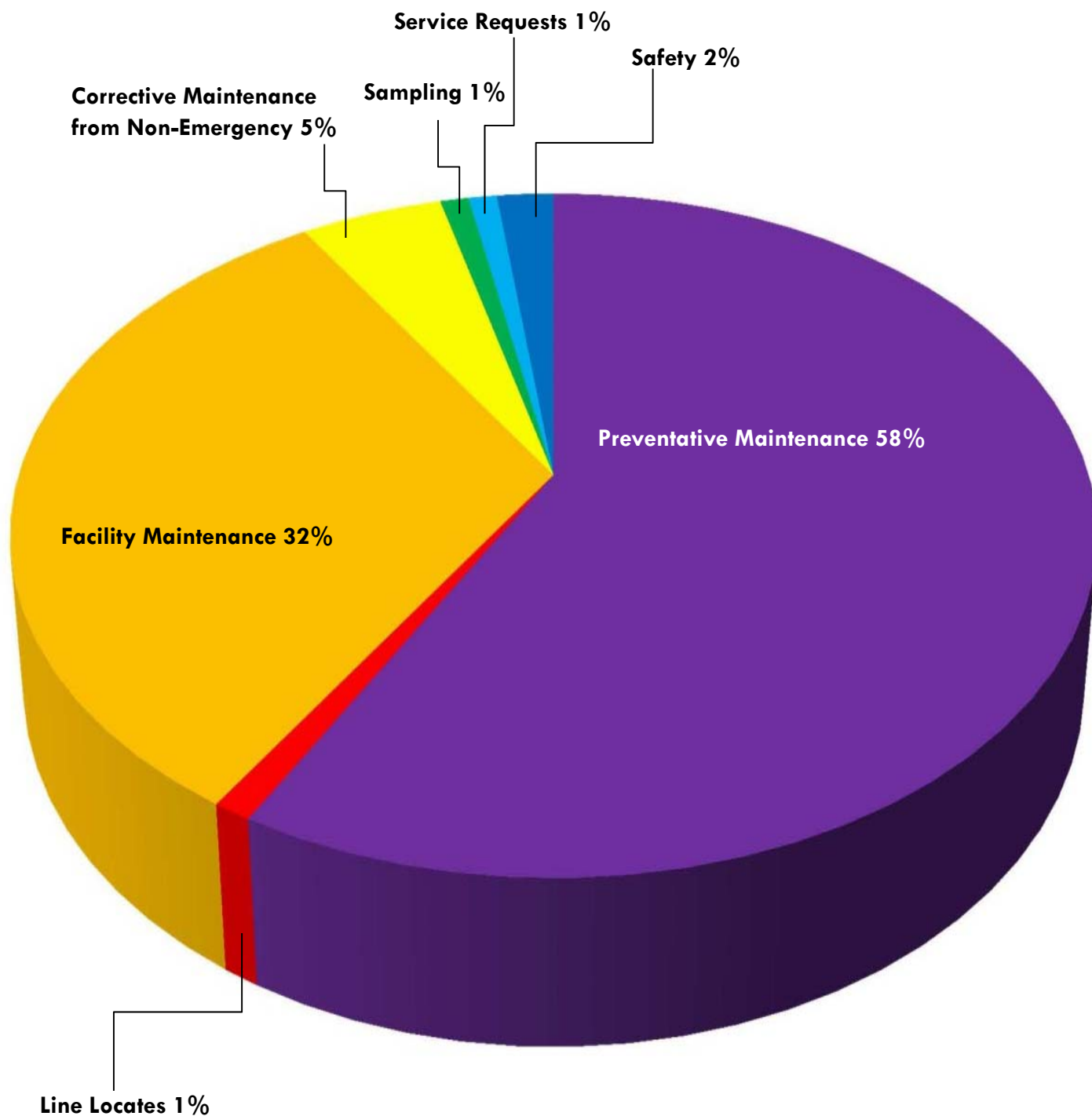
- The East Idaho Avenue tree replacement project has begun. Trees will be removed along East Idaho Avenue and replaced with street friendly trees, plus a new irrigation system, in phases.
- Cleaned sanitary sewers.
- Weekly inspections of lift stations and buildings.
- Weekly inspections of vehicles.
- 16 water services were turned on by customer request.
- 13 water services were shut off by customer request.
- 41 water services were shut off for non-payment.
- 22 water services were turned on for payment received.
- 24 water services were read only on/off by customer request.
- 3 water services were shut off for repair.
- 13 water services were checked to verify leak had been repaired by the customer
- 7 water meters were changed out for non-functioning
- 3 water services were checked for high consumption
- 2 water meters were installed
- 41 utility locates were completed



Contractors taking out street trees along East Idaho Avenue in front of Dutch Brothers and Big 5.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

July ~ August ~ September
Work Orders Actual Hours by Work Order Type



WATER TREATMENT PLANT SUMMARY

JULY ACTIVITIES:

- Water inventories are good, with plant operations running well.
- The new chemical feed system project trials continue. Systems are working as designed. We are still fine tuning.
- Filter No. 2 off line for repairs, addressing minor sand leak in filter underdrain system.
- Heinz off line between July 3 and July 19.
- Call with Oregon Department of Environmental Quality (O-DEQ) to discuss results of sanitary review conducted by DEQ in May. Very minor modifications to system required.
- Solids removal of filter sludge stored at the Water Treatment.
- The new chemical feed system project trials continue. Systems are working as designed. We are still fine tuning.
- Clarifier No. 2 off line for repairs, flocculation basin flights are being repaired, flights have begun to fail due to excessive sand and mud accumulation from high water during the spring.
- Solids removal of filter sludge stored at the Water Treatment.
- Fabrication of new ladder cage locks for Eastside tanks, this will help prevent unauthorized persons climbing to the top of the tanks, this was identified as a problem on an internal sanitary survey.
- The tanks at Eastside are scheduled to be painted by in house staff this week.
- Lead and copper sampling in designated locations from customers throughout the City, This sampling is mandated by the State of Oregon.

WATER TREATMENT PLANT SUMMARY

JULY ACTIVITIES CONT:



Water Treatment Plant Well No. 17 new well house wall construction.

WATER TREATMENT PLANT SUMMARY

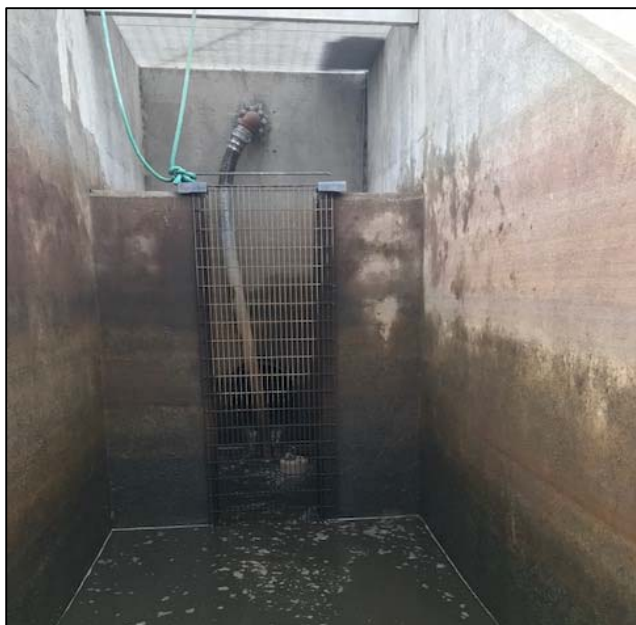
JULY ACTIVITIES CONT:



Water Treatment Plant Well No. 17 new well house construction.

WATER TREATMENT PLANT SUMMARY

JULY ACTIVITIES CONT:



Recovery pond cleaning by Water Treatment Plant operators.



WATER TREATMENT PLANT SUMMARY

AUGUST ACTIVITIES:

- Water inventories are good, with plant operations running well.
- The new chemical feed system is operating well. Staff is still learning the system. Set points for chemical feed additions are very stable and track at set points.
- Fabrication of new ladder cage locks for Eastside tanks underway. This will help prevent unauthorized persons climbing to the top of the tanks, as was identified as a problem on an internal safety survey.
- We are seeing some issues at our water plant related to algae in the Snake River, we have had to change chemical dosage rates and do significant jar testing to maintain water quality and maintain filter runs. This is a work in progress and generally happens this time of year related to increased water temperatures and long periods of sunshine that enhance photosynthesis.
- We have taken individual filters off line and chlorinated them to address some of the issues with decreased filter run times.



Field Services crew finishing the well house for Well No. 17 at the Water Treatment Plant.



WATER TREATMENT PLANT SUMMARY

SEPTEMBER ACTIVITIES:

- Algae in the Snake River has required jar testing and modifications to chemical dosage rates to maintain water quality and filter run times. This balancing act with chemicals is not unusual and generally happens this time of year related to increased water temperatures and long periods of exposure to sunlight (lots of photosynthesis).
- Several individual filters have been taken off line and chlorinated to address some of the issues with decreased filter run times. This process worked well; some improvement in filter run times has been realized.
- One of the decant pumps is currently off line and will need to be rebuilt.
- Water Plant is operating smoothly with no issues to report. Issues reported earlier related to raw water quality have been resolved and troubleshooting proved to be successful.
- Staff is moving forward with water solids removal from plant site to Clay Peak Landfill, we have \$50,000 budgeted for this year. Staff is developing informal bids for this work to begin.
- Focus has been on maintenance activities and addressing minor issues associated with continued operation.
- Water inventories are stable and in good shape. We should expect to see usage start to diminish as the fall progresses.



Water Treatment Plant employee performing routine housekeeping at the WesTech Plant.

WATER TREATMENT PLANT SUMMARY

SEPTEMBER ACTIVITIES CONT:



Water Treatment Plant employee calibrating water quality instrumentation.

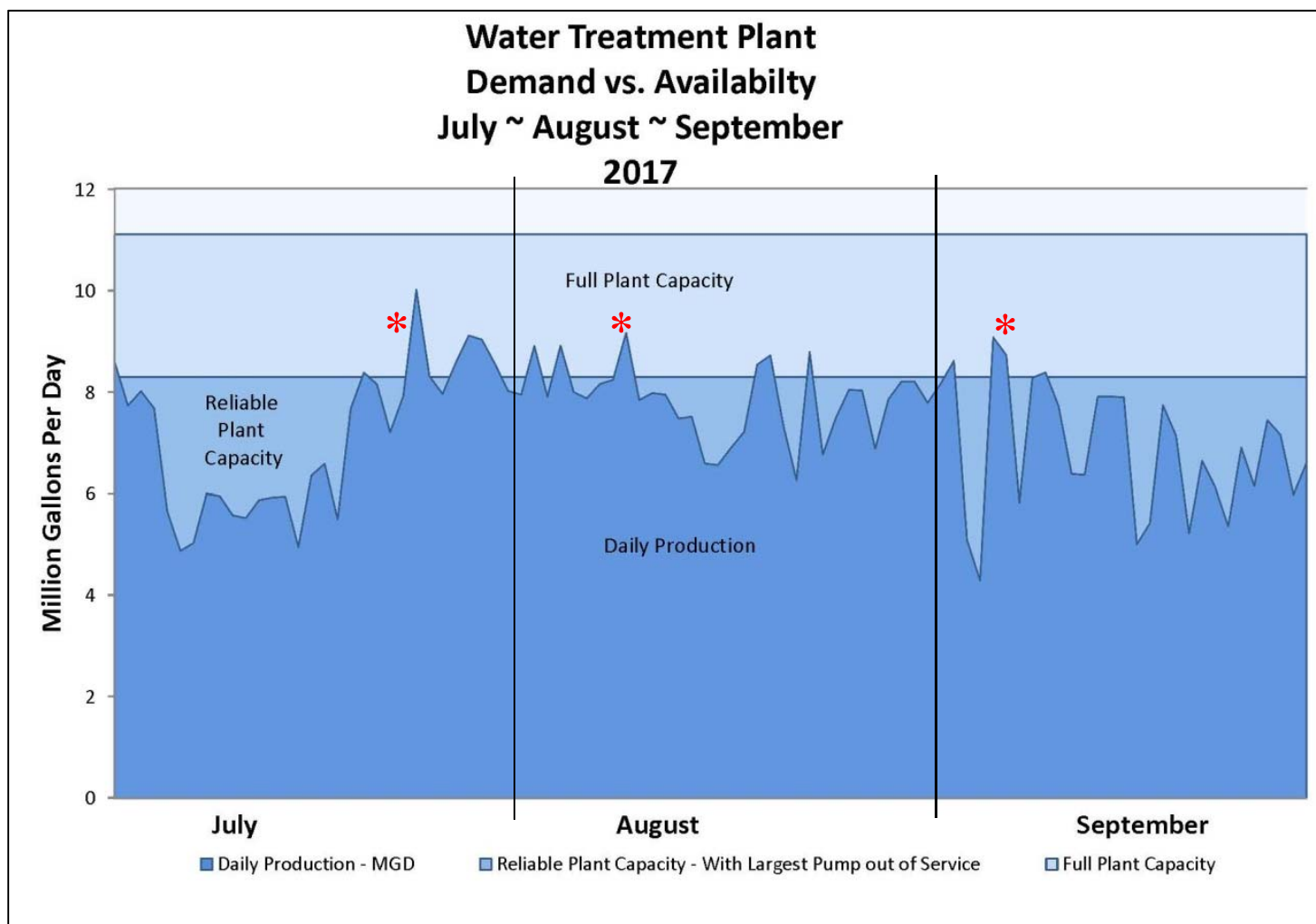
WATER TREATMENT PLANT SUMMARY

SEPTEMBER ACTIVITIES CONT:

Water Treatment Plant employees making repairs to filter No. 2 at the Water Treatment Plant.



WATER TREATMENT PLANT SUMMARY



* Notes peak flows in the heat of the summer during irrigation season.

WASTEWATER TREATMENT PLANT SUMMARY

JULY ACTIVITIES:

- Normal operations.
- Clean and fill off line chlorine contact chamber (there are 2 chambers).
- Typical housekeeping items throughout the system.
- Sprayed weeds around the property; this will continue as weather allows and on an as needed basis.
- Meeting held to discuss new National Pollutant Discharge Elimination System (NPDES) permit and prepare for a later meeting this month.
- Aerator checks and maintenance.
- Maintenance of eye wash station located at Wastewater Treatment Plant.
- Net Daily Monitoring Report submittal.



Septage Receiving Plant receiving a load.

WASTEWATER TREATMENT PLANT SUMMARY

JULY ACTIVITIES:



Cleaning chlorine contact basin No. 1 at WWTP.



Chlorine contact basin No. 2.

WASTEWATER TREATMENT PLANT SUMMARY

AUGUST ACTIVITIES:

- Clean and fill off-line chlorine contact chamber.
- Spraying weeds around the property; this will continue as weather allows on an as needed basis.
- Aerator checks and maintenance.
- Eyewash station at Wastewater Treatment Plant repaired after valve failure.
- A call was held in preparation for a joint meeting August 29 in Pendleton with the Oregon Department of Environmental Quality regarding the new National Pollutant Discharge Elimination System (NPDES) permit.
- New Net DMR electronic formats submitted to the state and will remain in effect from this point on. This coincides with a mandate to eliminate hard paper copies.

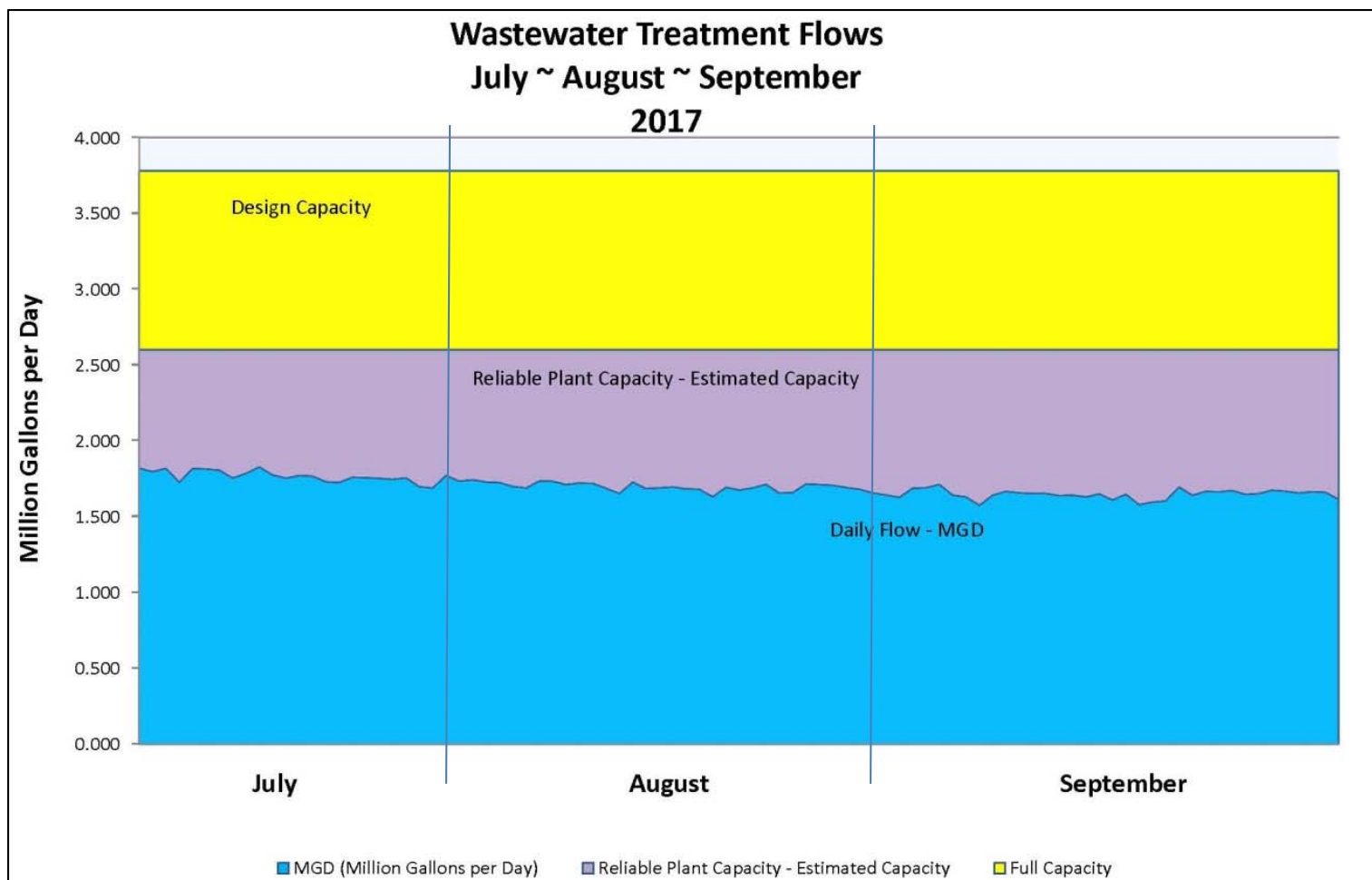
WASTEWATER TREATMENT PLANT SUMMARY

SEPTEMBER ACTIVITIES:

- Spraying weeds around the property, this will continue as weather allows on an as needed basis.
- A meeting was held in Pendleton August 28th with Oregon Department of Environmental Quality and our Wastewater National Pollutant Discharge Elimination System permit team.
- Focus for the week was aerator maintenance while our regional maintenance team were on site to help with electrical troubleshooting.



WASTEWATER TREATMENT PLANT SUMMARY



FACILITY MAINTENANCE SUMMARY

JULY ACTIVITIES:

- Hobson came in to work on the Heating Ventilation and Air Conditioning (HVAC) system at City Hall.
- Overhead Door came and fixed the door at Station II at the Ontario Municipal Airport.
- Grant mechanical new HVAC system at the Development Services Center.
- Repair a fan motor at HVAC system at the Wastewater Treatment Plant.



Hobson working on the HVAC system at Ontario City Hall.

FACILITY MAINTENANCE SUMMARY

AUGUST ACTIVITIES:

- Found and repaired leak in the irrigation system at Golf Course Clubhouse.
- Hobson Mechanical on site to restart HVAC system at City Hall.
- Repaired leak in the sprinkler system at Beck Kiwanis Park.
- There were a total of 10 campers at the old Ontario Golf Course for the eclipse event.



Mailbox installed for the Bureau of Land Management located at the Ontario Municipal Airport.

FACILITY MAINTENANCE SUMMARY

SEPTEMBER ACTIVITIES:

- City Hall is beginning the Heating Ventilation and Air Conditioning unit transition from cooling to heating for the season.
- Repaired one of the overhead doors at the Fire Department at Ontario City Hall.
- Crew is removing trees along East Idaho Avenue in front of Big 5 and Dutch Brothers.



Water valves installed at Ontario City Hall in the lawn next to the South employee parking lot and Ontario Apartments.

PARKS AND CEMETERY SUMMARY

JULY ACTIVITIES:

- There were four burials this month at Evergreen Cemetery and no burials at Sunset Cemetery.
- There were a total of 105 mowing hours in both cemeteries.
- It took 127 hours to mow all City parks.
- Bids were received on the new cameras for the restrooms at Lion's Park and Beck Kiwanis Park.
- Crews installed a new 110 electrical outlet at Moore Park.
- Portable toilets now get three cleanings a week – Monday, Wednesday and Friday at Beck Kiwanis Park and Lion's Park.
- Crews installed a new wall air conditioner for the Ontario Police at the apartments.
- Farmers Supply Co-op sprayed weeds at the former Ontario Golf Course.
- Crews replaced a water pump on the trailer used for watering the downtown flower pots.



Portable toilet vandalism at one of the parks.

PARKS AND CEMETERY SUMMARY

AUGUST ACTIVITIES:

- There were five burials this month at Evergreen Cemetery and one burial at Sunset Cemetery.
- There were a total of 102 mowing hours in both cemeteries.
- It took 88 hours to mow all City parks.
- Put cameras up on the outside of the restrooms at Beck Kiwanis Park and Lion's Park.
- Benches and tables were delivered to Moore Park downtown for the eclipse events.
- Removed trees along storm drain in the Plaza Subdivision along West Idaho Avenue.
- Put the ox back in Moore Park after the statue was repaired due to vandalism.



Beck Kiwanis Park was a popular hangout for the eclipse viewing August 21.

PARKS AND CEMETERY SUMMARY

AUGUST ACTIVITIES CONT:

BEFORE:



Parks crew assisted Ordinance Control with weed abatement. This is one example of extreme weed abatement in Ontario.

AFTER:



PARKS AND CEMETERY SUMMARY

SEPTEMBER ACTIVITIES:

- There were four burials this month at Evergreen Cemetery and no burials at Sunset Cemetery.
- There were a total of 99 mowing hours in both cemeteries.
- It took 95 hours to mow all City parks.
- *Cars in the Park* was held at Lion's Park.
- Replaced eight sprinklers due to damage from an event at Lion's Park.
- Purchased a new mower for the parks.



Cars in the Park event at Lion's Park in Ontario.

PARKS AND CEMETERY SUMMARY

SEPTEMBER ACTIVITIES CONT:



Parks employee driving the new lawn mower at Lion's Park.

ENGINEERING DIVISION SUMMARY

JULY ACTIVITIES:

- Right of way permits issued: 7
- Maps printed: 12
- Preliminary development meeting for new business wanting to locate downtown.
- Worked with developer at Oregon Child Development Center on location of new fire hydrant required by new construction.
- Worked with property owner on cost of new services.
- Worked with Union Pacific on SE 5th Avenue crossing closure.
- Assisted with lead and copper survey locations.
- Working with Malheur County Environmental office on sanitary sewer connections.
- National Pollutant Discharge Elimination System (NPDES) – Continued coordination with internal team and DEQ on Schedule of Compliance.
- WTP Inspection – Attended the conference call with the DEQ regarding their previous month's inspection. Modifications required were minor.
- Council Activities - Developed and presented Staff Reports for:
 - E. Idaho Tree Replacement program in conjunction with Meadow Outdoor Advertising
 - NPDES Phase 3 Task Order which takes the City through the coming 6 months which could result in a completed permit going to public review
 - Water Treatment Plant budget increase request
- SRCI:
 - Conducted field inspections and hydraulic testing at SRCI Lower Lift Station
 - Completed review of MH's coming from SRCI
- Supported chip seal efforts
- Worked on bids for dump truck and pick-up trucks
- Annual Water Line and Sewer Line Projects – Conducted final review of design.
- Worked on City Hall counter remodel drawings.

**Water and
Wastewater
Financing
Workshop at
Treasure Valley
Community
College.**



ENGINEERING DIVISION SUMMARY

AUGUST ACTIVITIES:

- Right of way permits issued: 4
- Maps printed: 20
- Preliminary development meeting for new a possible development in industrial zoned property.
- Bid opening for a pipeline replacement project.
- Working with Malheur County District Attorney's office to recover costs of vehicular damage to a fire hydrant.
- Working with a property owner on home improvement issues relating to storage in the City right of way.
- National Pollutant Discharge Elimination System (NPDES) – Prepared for an attended meeting in Pendleton, OR on August 29th for final discussion regarding permit draft.
- Council Activities - Developed and presented staff report for a 5 yard dump truck.
- Snake River Correctional Institution – Continued development of SRCI Lower Lift Station hydraulic review.



CH2M employees take turns placing their inked palm on the Roots of Responsibility tree for joining in with recycling nitrile gloves project wide.

ENGINEERING DIVISION SUMMARY

AUGUST ACTIVITIES CONT:

- Conducted review of sanitary and storm sewer lines as well as water lines to be included in this FY's improvement project
- Worked with Consultant on the project advertising phase for the current 2017 Annual Sewer and Water Improvement project; received no bids at the bid opening for this project.
- Supported chip seal efforts.
- Worked on bids for dump truck and pick-up trucks and responded to questions regarding bidding options (use of National Joint Powers Alliance – a purchasing cooperative).
- Received bids on two pick-up trucks for Public Works including the option to piggyback on the Oregon Department of Transportation bids using Oregon Procurement Information Network (ORPIN).
- Worked on City Hall counter remodel – attempted to obtain three informal bids.



More crosswalk flags put out at the intersection of SW 12th Street and SW 4th Avenue prior to school going back into session the end of August.



ENGINEERING DIVISION SUMMARY

AUGUST ACTIVITIES CONT:



Engineering Technician gathers GPS coordinates on water, sewer and storm valves and manholes which were missing from off the City's utility maps.



ENGINEERING SUMMARY

SEPTEMBER ACTIVITIES:

- Right of way permits issued: 4
- Maps printed: 15
- Development meeting for addition to downtown business.
- Development meeting for potential requirements for several properties in Ontario.
- Development meeting for rebuild of existing business from winter damage.
- Development meeting for rebuild of various structures at Malheur County Fairgrounds.
- Worked with property owner to get hazardous sidewalk repaired.
- National Pollutant Discharge Elimination System (NPDES) – Prepared response to DEQ per direction developed at August 29th meeting in Pendleton. Some research was conducted to substantiate longer permit compliance schedule.
- Council Activities - Developed and presented staff report for Snake River Correctional Institute (SRCI) contract extension. Presented results of bid for 2017 Annual Water and Sewer Line Replacement project. Analyzed best approach forward in light of no bids. Presented slides regarding parking modification opportunity for downtown core.
- Snake River Correctional Institution – Continued development of SRCI Lower Lift Station hydraulic review.
- 2018 Annual Water and Sewer Line Replacement Project – based on Council's direction, engaged Keller Engineers to combine Replacement projects and begin design for the coming year. Met with Keller to review project elements.
- Supervisory Control And Data Acquisition (SCADA) – Worked with staff when WWTP SCADA system went down. Engaged SCADA technologist to begin evaluation process in order to install improved system rapidly.



CH2M engineering technician inspects sidewalk pumping along Alameda Drive after several trip and fall complaints. Property owner hired a private contractor to pump up the low spots on the sidewalk and eliminated the uneven panels.

APPENDIX

FIELD SERVICES

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

*COLLECTION AND DISTRIBUTION STAFF MAINTAINS
78 MILES OF SANITARY SEWER LINES
56 MILES OF STORM DRAIN COLLECTION LINES
AND 1,450 CATCH BASINS THROUGHOUT
CITY LIMITS*

The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

*STREET MAINTENANCE DIVISION MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS
9 MILES OF ALLEYS
CHIPSEALS LAST A MINIMUM OF 8 YEARS,
AND PUBLIC WORKS CHIPSEALS 7 MILES PER YEAR*

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to taxpayers and

should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.

APPENDIX CONTINUED

WATER TREATMENT PLANT

Water Treatment Plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent of our water comes from the Snake River and 20 percent comes from wells. Two plants treat our city's water. One is a conventional filtration plant, and the other is an upflow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection – meeting the compliance of the Oregon Health Authority.

The Oregon Health Authority requires an operator on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institution (SRCI).

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF OUR WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 million gallons per day (MGD) and a maximum capacity of 11 MGD.

The Water Treatment Plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 million gallons (MG) of that water.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (CFS), 24.71 million gallons per day (MGD) for municipal use.

All of the City's potable water is treated and disinfected at the Water Treatment Plant. The plant has an original 8 MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

WASTEWATER TREATMENT PLANT

The Wastewater Treatment Plant collects wastewater from the entire city and Snake River Correctional Institution. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater Treatment Plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. On-site generation of chlorine is used for disinfection.

Average discharge volume is approximately 1.5 million gallons a day (MGD). Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm.



APPENDIX CONTINUED

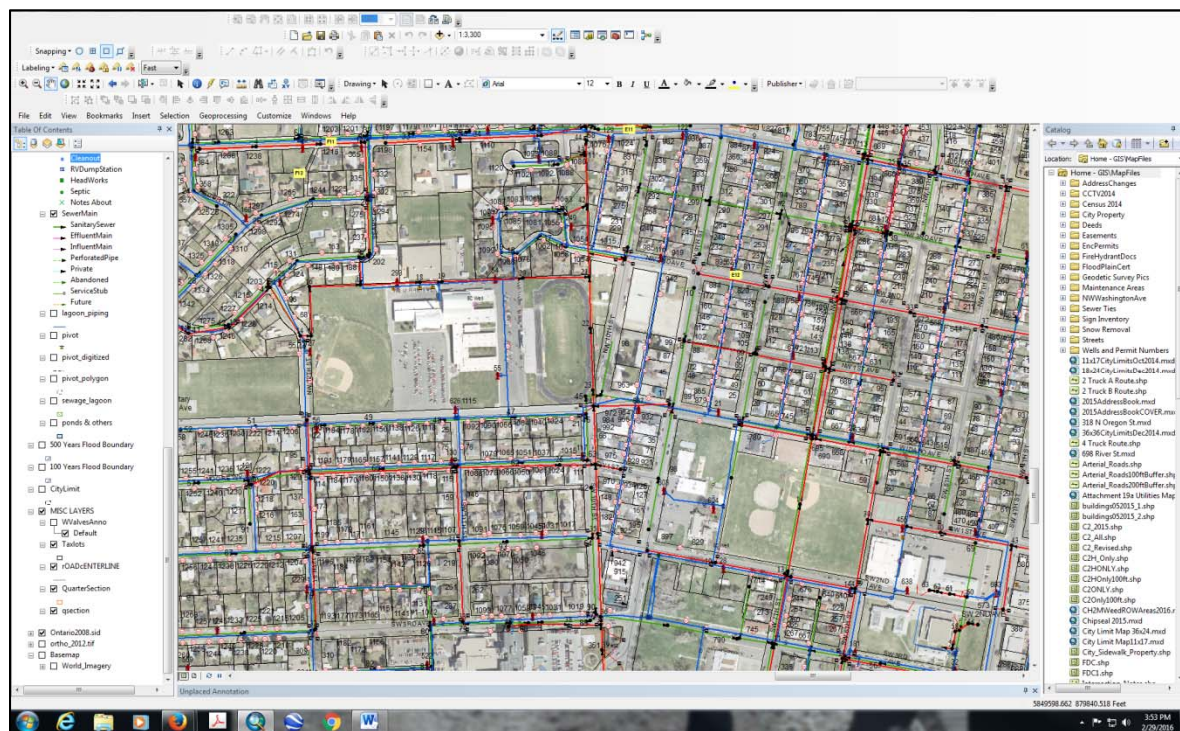
PARKS DEPARTMENT

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the skateboard park.

ENGINEERING DIVISION

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments and consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also maintains and updates the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.



Santa's Breakfast

Friday, December 1, 2017
6:45 am at the Elk's Lodge
(20 SW 3rd St, Ontario, OR)

Celebrate the start of the holiday season by attending your Ontario Area Chamber of Commerce's Christmas breakfast. This is a great event to attend with staff, family, and friends. You will have a chance to win great donated door prizes. You may bring your own wrapped, donated door prizes to the breakfast. Make sure to identify your business on the outside of the package! Food or cash donations for Help Them to Hope would be greatly appreciated.

The Reservation Deadline is on Monday, November 27, 2017.

Enclosed is the reservation for the number of adults/children. The rate is \$10.00 per adult and \$5.00 per child.

☐ Please Bill Me ☐ Payment Enclosed

Business Name: _____

Contact Person: _____

Phone Number: _____

Number of Adults: _____

Number of Children: _____

Attachment "B"

WELLSPRINGS VILLAGE





CH2M

Sept 22-Oct 21

2017 Report



OCTOBER
2017

Prepared by CH2M for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Review

PUBLIC WORKS DEPARTMENT

CONTENTS

FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY.....2-7

WATER TREATMENT PLANT SUMMARY.....8-9

WASTEWATER TREATMENT PLANT SUMMARY10

FACILITY MAINTENANCE SUMMARY11

PARKS AND CEMETERY SUMMARY.....11

ENGINEERING DIVISION SUMMARY.....12

APPENDIX.....13-15



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPT. 22-OCT 21:

- Swept downtown every Friday morning.
- East Idaho trash picked up weekly.
- Removed 72 trees on East Idaho Avenue in two project areas: near Pilot Station and from East Lane to the Snake River. Removed ground cover; installed new irrigation system, filter fabric and crushed rock. This project is still ongoing.
- Finished painting crosswalk bars.
- Installing hot tape crosswalk bars approximately 90 percent complete.
- Cleaned sanitary sewers.
- Vehicle maintenance – Snow plow trucks have been serviced and ready for winter.
- Weekly lift station inspections.
- Weekly building and vehicle inspections.
- Catch basin cleaning started – 5 to 6 more weeks to complete.
- Received 150 tons of de-icing salt in preparation for winter.
- Poured 10 new tree wells on East Idaho Avenue for the first section of the tree project.
- 32 water services were turned on at the customer's request.
- 40 water services were shut off at the customer's request.
- 61 water services were shut off for non-payment.
- 56 water services were turned on for payment received.
- 24 water meters were changed out for not functioning.
- 33 water services were read only on/off at the customer's request.
- 10 services were checked for consumption issues.
- 10 water services were shut off for leaks at the customer's request.
- 14 water services were turned on and checked to verify leaks had been repaired by customer.
- 75 utility locates were completed.



East Idaho Avenue landscaping after trees were cut and before the greenery was removed.



East Idaho Avenue landscaping removal.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPT. 22-OCT. 21 CONTINUED:



Top left: Crew removing ground cover and broken irrigation system from beds along East Idaho Avenue.

Top right: Crew keeping debris from roadway during removal of ground cover and irrigation system.

Middle left: Tree beds are cleaned of debris prior to prepping the site for new tree wells.



Bottom left: Sidewalk closed during removal of trees and ground cover. Forms installed for pouring new concrete tree wells.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPT. 22-OCT. 21 CONTINUED:



Above: Laying gravel in tree beds along East Idaho Avenue. Right: Another load of decorative gravel delivered to the old Public Works shop.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPT. 22-OCT. 21 CONTINUED:



Removing foot-valve out of Fire Hydrant on NE 3rd Ave.



Field Services Crew installing hot tape crosswalk bars along North Oregon Street (above) and SW 4th Avenue (right).



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPT. 22-OCT. 21 CONTINUED:

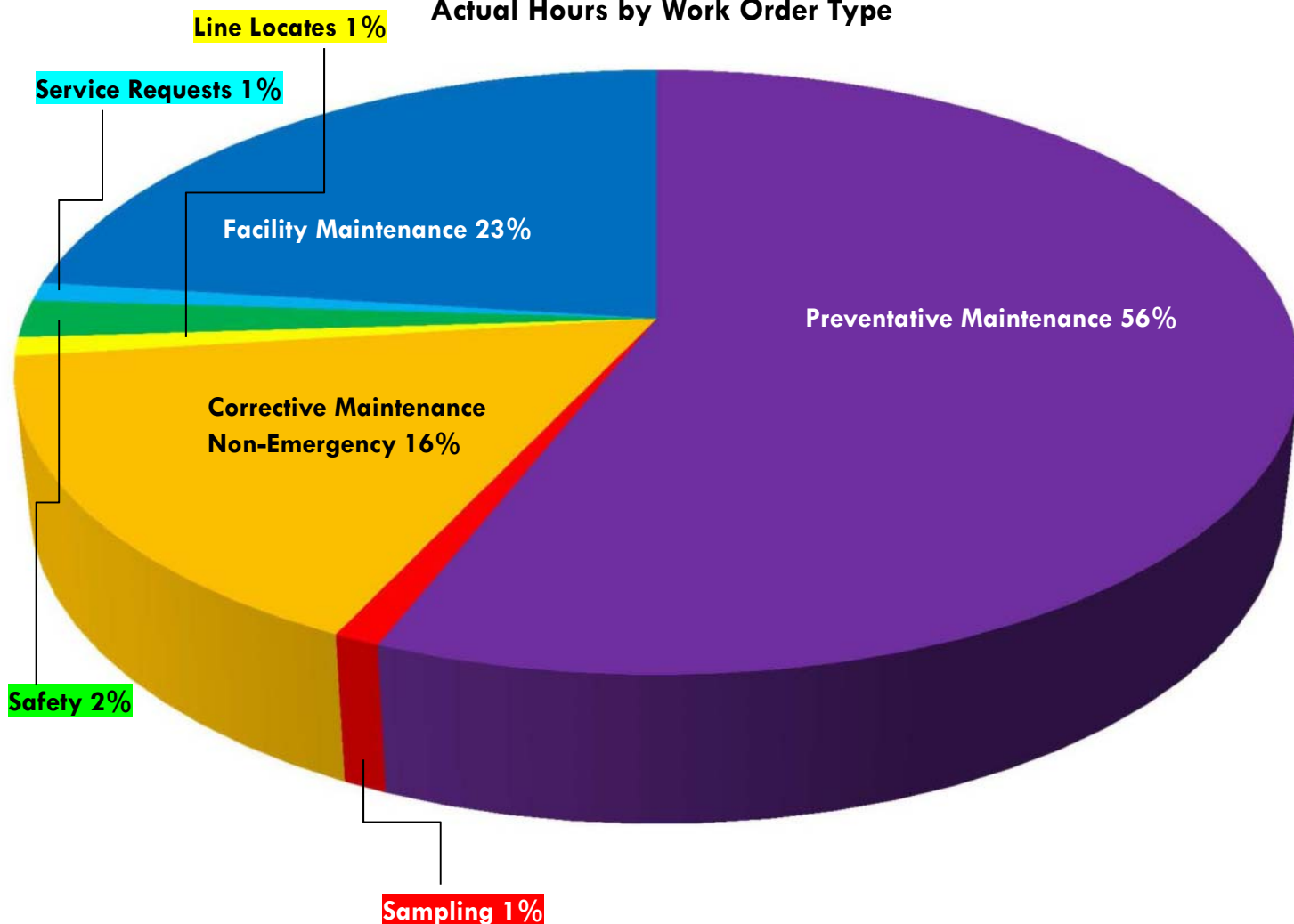


Public Works received 150 tons of de-icing salt in preparation for this year's winter snow storms. It is predicted Ontario could have a repeat of last year's storms and snow accumulation.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

Work Orders
September 22-Oct. 21
Actual Hours by Work Order Type



WATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPT. 22-OCT. 21:

- Water inventories are stable and in good shape. Water demand has dropped significantly as irrigation season has ended.
- Water Plant is operating smoothly with no issues to report. Issues reported earlier related to raw water quality have been resolved and troubleshooting proved to be successful.
- Water sampling throughout the system was performed as per State of Oregon regulations.
- Work was completed in adding some new chemical feed lines at the treatment plant that allow for chemicals to be put into individual lines instead of lines being used for dual chemicals.
- Preparations are being made to begin testing of Well No. 17 ground water well.
- Quarterly and monthly sampling completed for State and Federal samples.
- Cleaned waste from recovery beds No. 3 and 4.
- Completed winterizing the water treatment plant, wells and booster pump stations.
- Main decant pump mechanical seal failed, pump in shop being repaired.



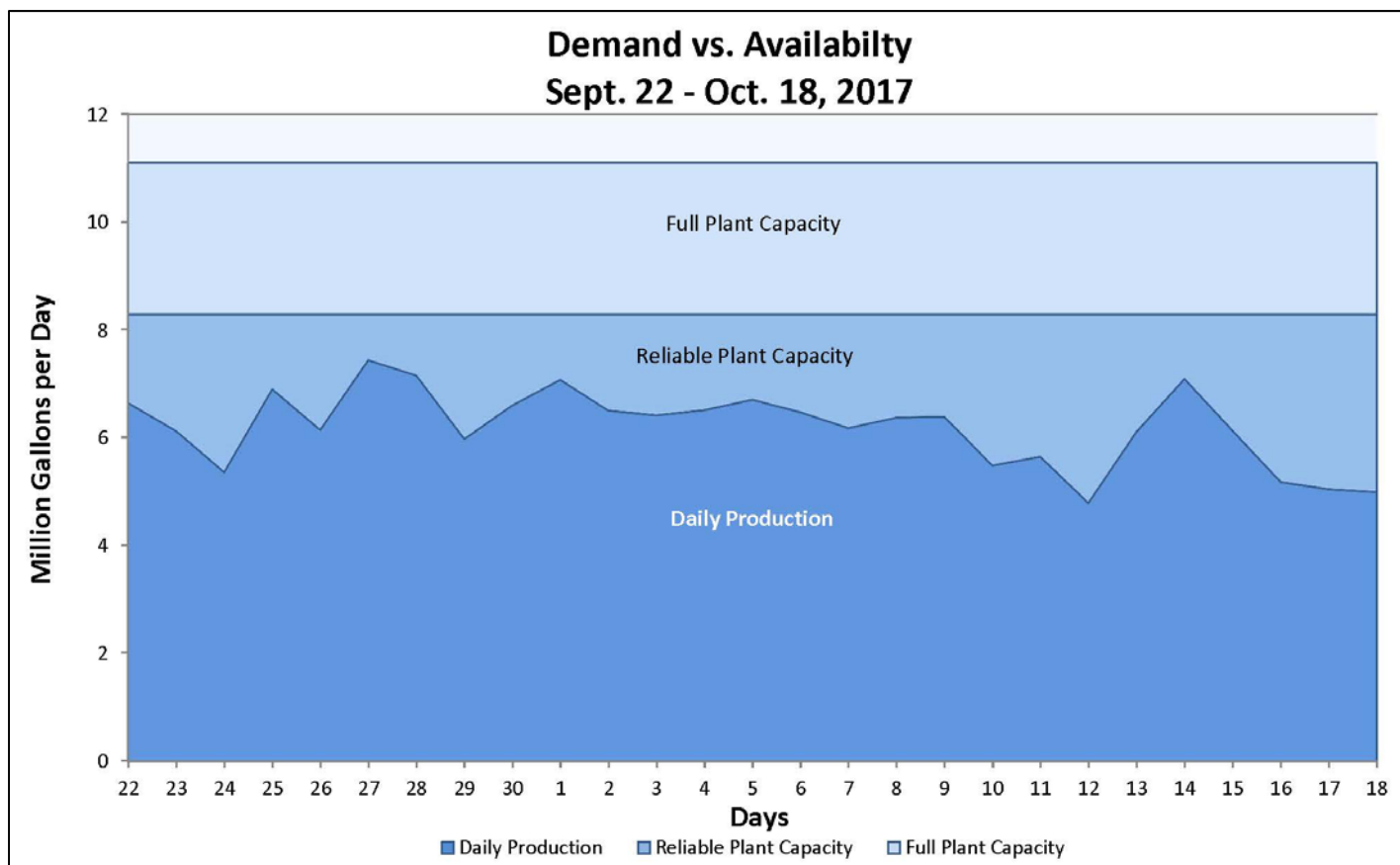
Water Treatment Plant employees lubricating pump bearings.



Employees cleaning one of the settling ponds at Water Treatment Plant.

WATER TREATMENT PLANT SUMMARY

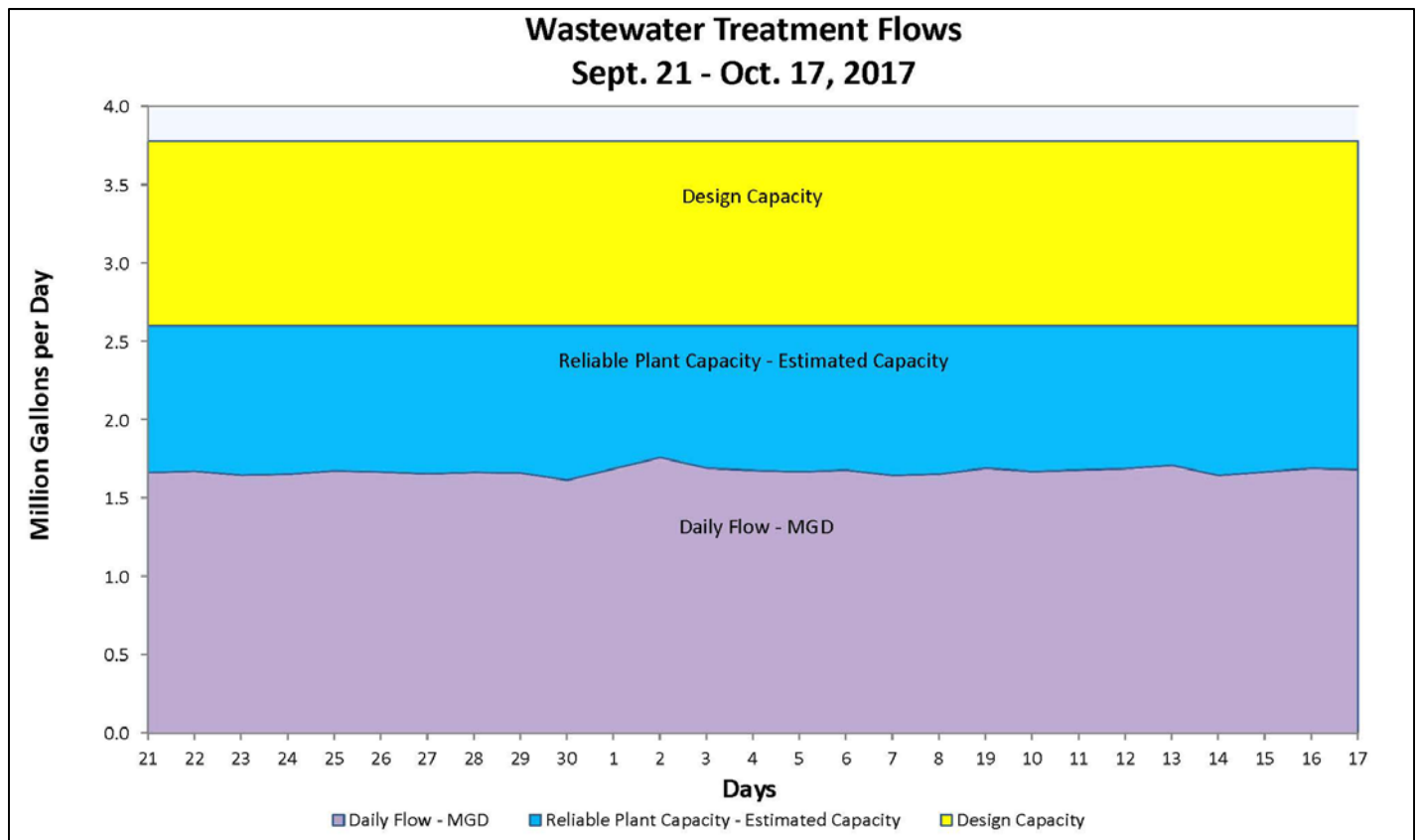
ACTIVITIES SEPT. 22-OCT. 21:



WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPT. 22-OCT. 21:

- Normal operations, plant is operating well.
- Typical housekeeping items throughout the system.
- Focus for the week was aerator maintenance while our regional maintenance team were on site to help with electrical troubleshooting.
- Work on updating maintenance throughout the system continues.
- Work on the eyewash station for our SO₂ injection system.
- Irrigation season on the upper Skyline property is almost completed. We will begin effluent discharge to the Snake river in November.
- Trouble shooting aerators located throughout the lagoons. This is a work in progress.
- Currently we are not discharging to Skyline Farms, irrigation season is over and we are building inventory at the wastewater plant prior to beginning discharge to the Snake River at the end of this month.
- Cleaning off line chlorine contact basin.
- Confirmation of SO₂ system functionality.
- Complete winterizing the Wastewater Treatment Plant.
- Continue to perform maintenance on blowers.



PARKS AND CEMETERY SUMMARY

ACTIVITIES SEPT. 22-OCT. 21:

- Irrigation pump panel at Eastside Kiwanis Park repaired.
- Pump repaired at Evergreen Cemetery.
- There were four burials at Evergreen Cemetery and none at Sunset Cemetery.
- There was a total of 114 mowing hours at Evergreen and Sunset cemeteries.
- Parks had a total of 108.5 mowing hours.
- Started to repair the ball field backstop, No. 2 ballfield, at Beck Kiwanis Park.



Mowing at the cemeteries in preparation for Veteran's Day.

FACILITY MAINTENANCE SUMMARY

ACTIVITIES SEPT. 22-OCT. 21:

- Door keypad replaced at Ontario City Hall.
- Gem Tech sprayed for bugs at all facility buildings.

ENGINEERING SUMMARY

ACTIVITIES SEPT. 22-OCT. 21:

- Right of way permits issued: 6
- Maps printed: 15
- Soliciting bids for sidewalk construction project.
- Worked with citizen inquiries regarding traffic safety.
- Soliciting bids for landscape rock along East Idaho Avenue.
- Work with contractor on fire hydrant installation.
- Supervisory Control and Data Acquisition (SCADA) – Developed review of SCADA alternatives for City Water and Wastewater systems based on wastewater collection system outage.
- National Pollutant Discharge Elimination System (NPDES) – Provided responses to DEQ regarding permit detail information.
- Council Activities – Presented information on Supervisory Control and Data Acquisition (SCADA) system for Water and Wastewater Systems to Council in conjunction with City Manager's approval of emergency funds to install updated SCADA for WW Collections system.
- Snake River Correctional Institution – Continued review of manhole condition and cost estimating.
- 2018 Annual Water and Sewer Line Replacement Project – Finalize contract with CK3 for surveying project area.
- Downtown Ontario – Met with Revitalize Ontario! new Americorps intern, Kayla Kirksey, to review the Downtown Plan and provide input from the Public Works perspective. Coordinated thinking regarding downtown drainage and parking.



From left, Ontario Mayor Ron Verini, Ontario Community Development Director Dan Cummings, Public Works Director Cliff Leeper and Ontario City Manager Adam Brown accept an award in Pendleton, Oregon, from the American Public Works Association Oregon Chapter. The City accepted the Sustainability Practices Award in recognition of “unwavering commitment to sustainable practices.”

APPENDIX

FIELD SERVICES

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

*COLLECTION AND DISTRIBUTION STAFF MAINTAINS
78 MILES OF SANITARY SEWER LINES
56 MILES OF STORM DRAIN COLLECTION LINES
AND 1,450 CATCH BASINS THROUGHOUT
CITY LIMITS*

The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

*STREET MAINTENANCE DIVISION MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS
9 MILES OF ALLEYS
CHIPSEALS LAST A MINIMUM OF 8 YEARS,
AND PUBLIC WORKS CHIPSEALS 7 MILES PER YEAR*

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to

taxpayers and should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.



APPENDIX CONTINUED

WATER TREATMENT PLANT

Water Treatment Plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent of our water comes from the Snake River and 20 percent comes from wells. Two plants treat our city's water. One is a conventional filtration plant, and the other is an upflow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection – meeting the compliance of the Oregon Health Authority.

The Oregon Health Authority requires an operator on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institution (SRCI).

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 million gallons per day (MGD) and a maximum capacity of 11 MGD. The Water Treatment Plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 million gallons (MG) of that water.

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF OUR WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (CFS), 24.71 million gallons per day (MGD) for municipal use.

All of the City's potable water is treated and disinfected at the Water Treatment Plant. The plant has an original 8 MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

WASTEWATER TREATMENT PLANT

The Wastewater Treatment Plant collects wastewater from the entire city and Snake River Correctional Institution. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater Treatment Plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. On-site generation of chlorine is used for disinfection.

Average discharge volume is approximately 1.5 million gallons a day (MGD). Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm.

APPENDIX CONTINUED

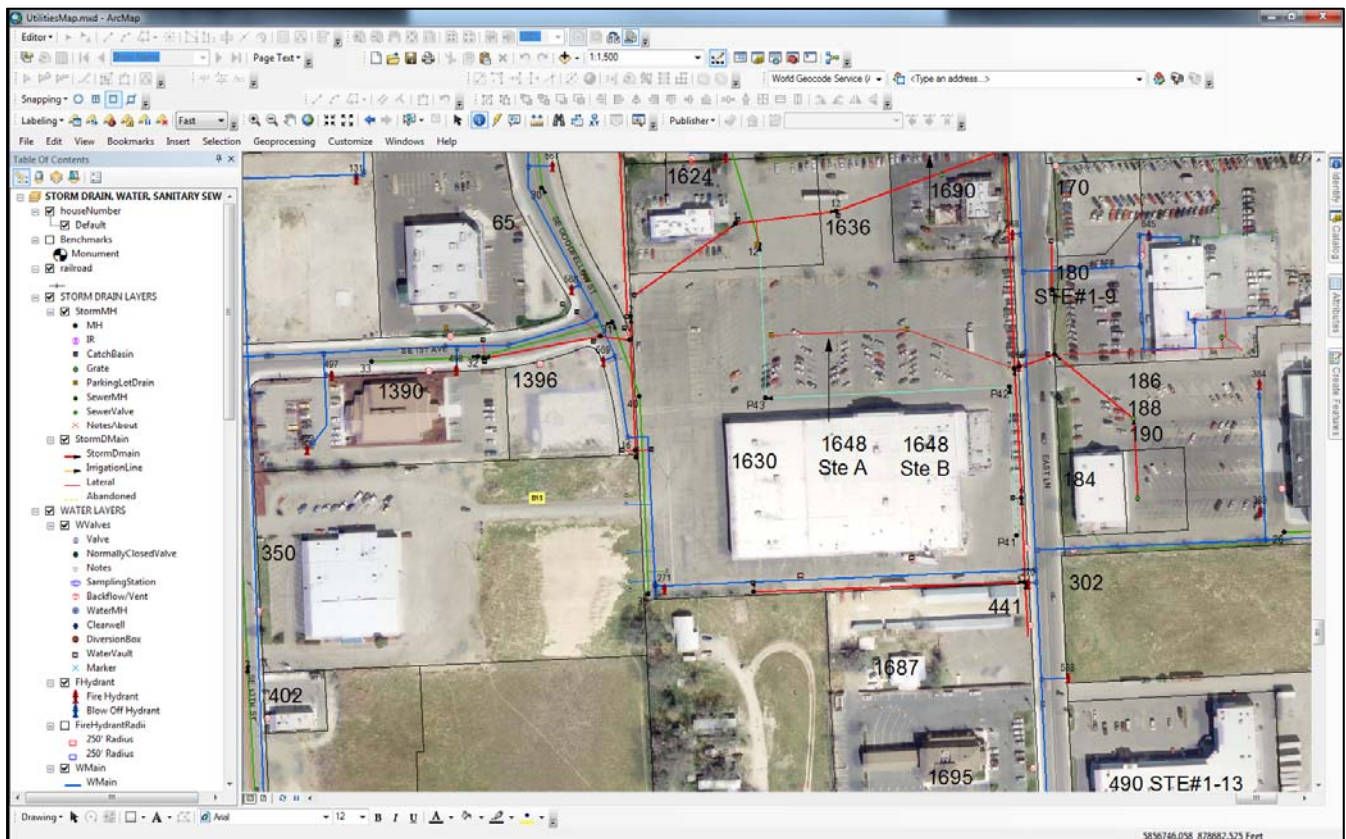
PARKS DEPARTMENT

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the Wayne King Skateboard Park.

ENGINEERING DIVISION

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments, consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the City of Ontario by creating, analyzing and maintaining the City of Ontario's geographical digital data. We provide updates to the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.





City of Ontario
POLICE DEPARTMENT
Office of the Chief
 443 W 4th Street
 Ontario, OR 97914

To: Ontario City Council
 Re: Department Statistics for September 2017

Activity	Month of September	Previous Month	Year to Date	Prior Year to Date
Calls for Service	988	994	8417	7775
Traffic Stops	182	187	1200	976
Cited Traffic/Parking	99	60	863	701
Motor Vehicle Crashes	39	35	379	287
Arrests	74	96	633	670
Arrests w/ Use of Force	0	1	8	13
Citizen Complaints	2	0	2	0
Task Force Cases	2	0	25	32
SRO Cases	42	65	519	213
Gang Related Cases	23	11	115	29
Gang Designations	0	0	1	0
Graffiti	22	6	100	54
Death Investigations	2	3	14	13
Burglary	15	9	97	104
Robbery	1	2	8	3
Larceny	48	51	458	503
Assault	9	14	143	63
Homicide	0	0	2	0
Sex Crimes	1	3	12	10
Alarms	27	20	234	184
Ordinance Cases Total	169	147	1152	1141



ONTARIO POLICE DEPARTMENT

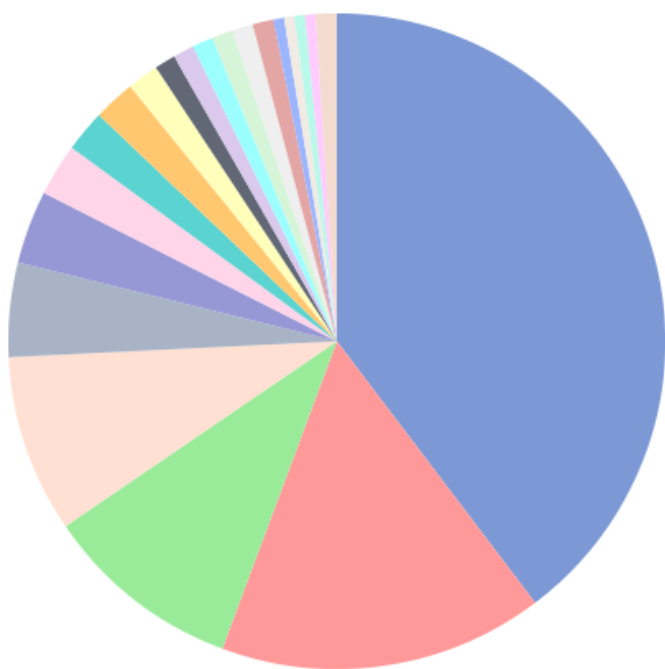
444 SW 4TH STREET, ONTARIO, OR 97914

OFFICE: (541) 889-7684 DISPATCH: (541) 473-5125 FAX: (541) 889-3026

Code Enforcement Stats SEPTEMBER 2017

Open Date From:
Open Date To:

09/01/2017
09/30/2017



Violations by Violation Type		
	Weeds	77 39.7%
	Dog running at large	31 16.0%
	Graffiti prohibited	19 9.8%
	Parking over 72 hours ? Abandoned Vehicle	17 8.8%
	Prohibited parking and stopping	9 4.6%
	Public nuisance	7 3.6%
	Dog license required; No dog license	5 2.6%
	Storage of Junk	4 2.1%
	Storage of Motor Vehicles or Parts	4 2.1%
	Animal Complaint	3 1.5%
	Animal Neglect II	2 1.0%
	Debris	2 1.0%
	Accumulation of Garbage	2 1.0%
	AniCare Transport	2 1.0%
	Graffiti removal required	2 1.0%
	Patrol Assist	2 1.0%
	Theft of services	1 0.5%
	Vision Obstructions	1 0.5%
	Location outside camps	1 0.5%
	Open pit, quarry, cistern	1 0.5%
	All Others	2 1.0%

Total Violations	192
Total Cases	169
Garbage	2
Dogs running at large	31
Dogs taken to Ani-Care	2
Junk	4



October 2017 ACTIVITY REPORT

Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

CITY	145
RURAL	19

4 of these emergency calls required back-up crews to be called in to respond to 2nd call.

Hazmat Team Calls:

0

Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

	TOTAL	General	Mutual Aid
CITY	22	5	0
RURAL	11	4	2

TOTAL CALLS FOR MONTH

CITY	167
RURAL	30

FIREFIGHTER TRAINING:

10/5/17 Fire extinguishers

10/11/17 Lucas 3 training with Treasure Valley Paramedics

10/12/17 Lucas 3 training with Emergency room staff at St Al's Hospital

10/12/17 Water supply and municipal water system

10/19/17 Water tender operations

10/26/17 Building construction awareness

PERMITS ISSUED:

City Open Burns 1

City Burn Barrels 11

Rural Open Burns 130

Rural Burn Barrels 26

INSPECTIONS:

9/27/ Children's Relief Nursery

9/27 Malheur County Development centers two locations

10/3, 17 Miracle Ear

10/3 Bridges alternative high school

10/5, 24 McDonalds

SCHOOL VISITS:

Treasure Valley Christian, Fruit of Spirit, Four Rivers, Saint Peters, Alameda, and Aiken taught fire prevention to 150 students

STATION TOURS:

Malheur Child Development center had 19 guest tour.



COMMUNITY INVOLVEMENT:

October is national fire prevention month so we use our normal Tuesday night drill time for smoke detector awareness. We visit different neighborhoods checking detectors and installing new ones if needed.

10/3, 18, 23 Strategic Planning meetings were attended with Citizens on Patrol, American Legion, and Giggles and Grace members

10/5 Giggles and Grace Harvest fest

10/7 Home Depot Safety Fair



Summary of Calls of Interest:

9/28/17 I-84 WB mile post 375

R-1 was dispatched to a motor home on fire, west bound I-84. Light white smoke was coming from the top of the vehicle. Upon arrival the light smoke turned into flames rolling out the top of the vehicle on the Charlie side. Firefighter Rico, deployed 150' section of 1.75" hose and attacked the fire from the Charlie side exterior. Fire fighter Rico observed live fire coming from what appeared the propane shut off valve compartment for the motorhome located on the Charlie side of the motorhome. Flames were extinguished in this exterior compartment with minor water application. J. Rico proceeded to open the rear door to access the rear of the motor home. J. Rico was able to extinguish the rest of the fire with a combination attack from the entrance. Engine 103 was assigned for salvage and overhaul operations of the contents of the motorhome. The motor home owner stated that he was planning to live in this unit for a while and was traveling through the area from Utah. Upon further investigation the origin of the fire appeared to have begun at the side compartment where the propane lines and valves run from the tank to the RV refrigerator.



10/1/17 122 NW 3rd AVE.

R1 paged for a possible gas smell in a home. On scene R1 could smell an odor of natural gas in the residence, after investigating fire personnel found a burner turned on, on the gas stove. R1 had Cascade gas respond to the scene to check on the gas service, Cascade gas found one of the gas valves on the stove leaking and an old out of service gas line into the apartment leaking. Cascade Gas turned the gas service to the four plex off until repairs can be made.

10/19/17 98 NW 10th St.

R1 responded for a CO alarm, on scene R1 monitored the air quality inside the apartment and found CO levels to be as high as 95ppm. R1 ventilated the apartment until all readings were 0ppm and retested the furnace and hot water heater, R1 couldn't get a reading above 15ppm. R1 advised the RP to contact there maintenance person in the morning and see if any repairs are needed.

10/19/17 2532 SW 2nd AVE.

R1 called for smoke coming from a fuse box, flames are visible. Upon arrival R1 did not see any visible evidence from the exterior. Upon entering the residence there was a very sour smoke smell one that might be associated with electrical arcing or overheating. The electrical panel cover was removed by the contractor on scene. The main service and 200 amp breaker was melted and the wiring was showing heat on the TIC. It was upon further investigation that the contractors had been trimming some of the siding around the electrical meter. A nail had gone through the electrical panel and into the 200 amp breaker. The nail the shorted the breaker and melted it and burned until the meter was pulled by the contractor. The wall above the panel was removed to look for extension, and the attic space was checked both were cleared.



Rural structure fires

9/ 27/17 4491 Elmore Rd. New Plymouth ID.

Request, from Parma rural for a pumper tender and man power. Ontario 155, responded with a crew of 5, with Chief Leighton in command rig 105.

Upon arrival 155 was given the assignment by incident command to assist with fire suppression activities on the delta side. Plus 155 was also asked to supply water to the incident.

155 crew performed suppression activities until being released by incident IC. 155 supplied the incident with one full tank of water before being sent to refill. 155 was cleared and available at 16:21 pm.

10/25/17 SW 18 AVE and SW 4th St.

This is a call that started in the rural area on the border and then the diesel flowed into the city area and the city crews from CH2M were very helpful in mitigating the problem. R1 called for a tank trailer that was spilling diesel, appeared to be tipped over and partially blocking traffic. Upon R1 arrival the driver and some workers had righted the overturned trailer by hand. The workers had already started to pour kitty litter and floor dry on exposed diesel. The driver stated this is a 500 gallon tank, and was full initially. 2/3 or approximately 300 gallons had leaked from the tank when it was overturned. There was approximately 1/3 of the tank still contained. The diesel had flowed down the gutter and had gone into the storm drain. There was a stretch of gutter and storm drains that was approximately 100-150 yards in length in which the diesel had traveled. The storm drain ended in the area of SW4th St and 18th Ave where the storm drain ended in a concrete vault and a dirt ditch. Ontario public works department responded to vacuum out the storm drains of diesel, and contaminated material. RP had some absorbent pads that were placed on the area where the diesel pooled on the dirt. R1 worked with coordinating required calls between agencies. R1 acquired necessary information for parties.

MALHEUR COUNTY COURT MINUTES

October 4, 2017

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois and County Counsel Stephanie Williams.

Also present was City of Ontario Community Development Director Dan Cummings, Larry Meyer of the Argus Observer, and John Braese of the Malheur Enterprise.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(d) - Labor Negotiator Consultation with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present were County Counsel Stephanie Williams, Administrative Officer Lorinda DuBois, Larry Meyer of the Argus Observer, and John Braese of the Malheur Enterprise. No decisions were made during or following the session.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of September 27, 2017 as written. Commissioner Wilson seconded and the motion passed unanimously.

BOPTA ORDER

Commissioner Hodge moved to approve Order No. GO-10-17: In the Matter of the Appointment of Members to the 2018 Board of Property Tax Appeals (BOPTA) Chairperson's Pool and Non-Office Holding Pool. Commissioner Wilson seconded and the motion passed unanimously. Gary Fugate and Pat Morinaka will serve in the Chairperson's Pool; Pat Morinaka, Edwin (Eddie) Heid and Logan Hamilton will serve in the Non-Office Holding Pool. See instrument # [2017-3878](#)

JCP PROVIDER CONTRACT - COMMUNITIES IN ACTION

Commissioner Wilson moved to approve Provider Contract for Juvenile Crime Prevention (JCP) Services 2017-2019 with Communities in Action. Commissioner Hodge seconded and the motion passed unanimously. JCP Prevention Services target youths 10 to 17 years of age who are at high risk for commission of juvenile crime and who have the basic risk factors; Communities in Action is provider that employs authorized professionals to provide youth services. See instrument # [2017-3879](#)

NACO DUES

Commissioner Hodge moved to approve payment of National Association of Counties (NACo) 2018 membership dues in the amount of \$626.00. Commissioner Wilson seconded and the motion passed unanimously.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #39-17 to Oregon Telephone Corporation for work on Little Valley Road #698 for a new cell tower. Commissioner Wilson seconded and the motion passed unanimously.

AMENDMENT - IGA #154122

Commissioner Wilson moved to approve First Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services. Commissioner Hodge seconded and the motion passed unanimously. The amendment increases funding to Program Element 40, Women, Infants and Children (WIC); and amends the language in Exhibit J. A copy will be returned for recording.

HOUSE BILL 2012

The Court members individually submitted names of appointees for consideration for the Eastern Oregon Border Economic Development Region Board, created by House Bill 2012. Staff will compile the three lists into one and submit it to Business Oregon. Business Oregon staff will forward the information to the Governor's appointment staff who will then send out applications and contact the appointees. The Governor will appoint seven voting members to the Board. (The list received from the Ontario City Council, and the list from the city managers of Vale, Nyssa, and Ontario will also be sent to Business Oregon.)

FAIRGROUNDS MONTHLY UPDATE

Fairgrounds Manager Lynelle Christiani met with the Court and provided an update of activities. Ms. Christiani shared information from the presentation she recently made to the Ontario Chamber of Commerce. There are 300 4-H members in Malheur County; and 400 FFA members in Malheur County (127 FFA members exhibited at the 2017 Fair). The Junior Livestock Sale generated over \$500,000 in revenue. Over 50,000 people will pass through the fairground gates this year. The fairgrounds has 32 partial RV hook-ups that can be used during fair and other events. The box horse stalls are rented out throughout the year. The arena has been rented out for 33 various events so far this year; and 33 events have been held in the Red Barn and Commercial Building. The fairgrounds will be partnering with Euvalcree in an effort to secure grant funding to assist with infrastructure and capital improvement projects. The fairgrounds recently hired a new caretaker as the previous one left in August.

Ms. Christiani asked the Court members what their vision is for the fairgrounds. Commissioner Hodge explained he wants it to be a community congregated facility structured and utilized similarly to Deschutes County Fairgrounds (a multipurpose facility that can be used year-round).

Commissioner Wilson stated he was very pleased with the efforts of Ms. Christiani thus far and that he sees a positive difference in the board and the fairgrounds itself; and he believes it is going in the right direction.

Ms. Christiani explained the Board is always striving to improve and to make the best decisions for the fairgrounds to succeed; and for the fairgrounds to succeed it must have the support of the Court and the community.

The Small Animal Building will be rebuilt to the same size it previously was, but it will include A/C, heat, and ventilation. It is hoped that more "city" youth will participate in the Fair as there are many activities for them, such as art programs, small animal programs, and dog programs. The Fair is for the entire community.

The Court expressed that they are supportive of the fair and the efforts of the board to continue forward and be progressive. It was discussed that there is a need for additional Advisory Board members.

Ms. Williams and Ms. Christiani discussed "replacement value" and "cash value" of the damaged/destroyed structures at the fairgrounds. It is trying to be determined if the replacement value of the insurance monies can be used in other areas of the fairgrounds such as equipment and updating existing facilities; or if it has to be used for new construction only. Cash value monies could be used for any purpose, such as contingency for operating costs.

The solar project is still not operating as predicted. The mobile home is over producing and the other two systems are not producing what they should be.

AUDITORS

Ms. DuBois told the Court the auditors would be here next week, Tuesday thru Thursday.

DAN CUMMINGS

Mr. Cummings said he was present to show the City of Ontario's support for HB 2012.

COURT ADJOURNMENT

Court was adjourned.

MALHEUR COUNTY COURT MINUTES

October 18, 2017

County Court met with Judge Dan Joyce presiding with Commissioner Hodge and Commissioner Wilson present. Staff present was Administrative Officer Lorinda DuBois.

Also present was John Braese of the Malheur Enterprise.

HEALTH DEPARTMENT

Health Department Director Angela Gerrard met with the Court. Ms. Gerrard discussed a grant opportunity for the County to participate in a regional grant to improve Communicable Disease Control. The legislature passed Public Health Modernization legislation a couple of years ago; this grant is an opportunity to collaborate as a region to increase capacity for Communicable Disease Response as described in the Public Health Modernization Manual. Grant requirements include that the partners, at minimum, be two counties and one non-county entity; the counties considering partnering together are: Baker, Gilliam, Grant, Harney, Hood River, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco, and Wheeler; and the non-county entity is Eastern Oregon Coordinated Care Organization (EOCCO). The North Central Public Health District (Gilliam, Wasco, Sherman counties) has agreed to be the lead agency and would be the fiscal agent administering the funds and completing the reporting requirements; they would also serve as the employer of the grant-funded staff. Partner counties would be required to participate in a Steering Committee to govern the grant work plan (Public Health Directors); and key staff who currently work in communicable disease would attend grant-sponsored communicable disease control training (travel and per diem expenses would be included in the grant) and be involved in communications with the staff hired for the grant. The grant proposal includes hiring an epidemiologist, communications specialist, and disease investigation specialist. The Epidemiologist would improve understanding of the impact of communicable disease at the local county level to help target prevention efforts, including disparities in communicable disease; and assist as needed in the case of outbreaks. The Communications Specialist would improve prevention messaging to providers, agencies, and the public; and assist as needed in the case of outbreaks. The Disease Specialist would build local capacity for investigating disease and outbreaks; and assist as needed in the case of outbreaks. Not only will the grant provide training in Communicable Disease Control to key county staff, it will also improve cross-jurisdictional communication and CD control efforts on a region-wide basis. Partner contributions will be in-kind staff time for the Public Health Director to attend the Steering Committee meetings (estimated at two hours per month); and Communicable Disease in-kind staff time to attend trainings.

Judge Joyce and Commissioner Hodge questioned if Ms. Gerrard had the time to commit to the grant requirements; she explained that her time commitment would be fairly minimal and that the key staff involved would be those already working in Communicable Disease Control. Commissioner Wilson questioned if the communicable diseases included more than sexually transmitted diseases; Ms. Gerrard confirmed it is all types of communicable disease, those transmitted sexually have seen an uptick recently but the trainings and such will be a benefit to

all communicable disease control. If it becomes difficult for staff to participate in the grant, the County could withdraw from the grant, but it would no longer receive the benefits of the grant services.

Consensus of the Court was to be a partner in the grant.

Ms. Gerrard also discussed the vacant staff positions at the Health Department. Currently vacant is: Registered Nurse (RN), Registered Dietician (contract position), and the WIC Coordinator (includes duties of WIC Training Supervisor, and Breastfeeding Coordinator). After consultation and discussion with Ms. DuBois, it is proposed to hire one RN (duties to include Immunization Coordinator, Family Planning, and Communicable Disease); and contract with a 0.5 FTE (18.75 hrs.) Registered Dietician - duties to include dietician services as well as fulfilling the WIC Training Supervisor role. Additionally, current WIC Health Specialist(s) will decrease their time spent in direct client service and become the WIC Coordinator and/or Breastfeeding Coordinator at approximately 0.6 FTE; and a 0.6 FTE (22.5 hrs.) Health Specialist will be hired to maintain time in WIC direct client services.

Judge Joyce asked if cross-training was taking place; it is as much and where possible. At Commissioner Hodge's request, Ms. Gerrard explained the duties of the Breastfeeding Coordinator. Ms. Gerrard also explained how the walk-in services operate in the WIC department.

Consensus of the Court was to proceed with advertising/hiring of one RN and a 0.6 FTE Health Specialist; and contract with a 0.5 FTE Registered Dietician.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of October 4, 2017 as written. Commissioner Wilson seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #40-17 to Oregon-Idaho Utilities to place 4000' of buried fiber optic cable along existing cable to provide service to T-Mobile tower on Succor Creek Road #687; Crossing Permit #41-17 to Idaho Power to replace a pole on Twilight Drive #1042; and Crossing Permit #42-17 to Idaho Power to replace a pole on Sugar Avenue #888. Commissioner Wilson seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

SHERIFF'S OFFICE

Sheriff Brian Wolfe met with the Court and provided a staffing update. There are currently three Jail Technician vacancies and two dispatch vacancies. Lieutenant Hunsucker will retire November 30, 2017; Sergeant Harriman will promote to Lieutenant and be the Emergency Services Coordinator and the dispatch supervisor. Additionally, Deputy Widmer will retire from Dispatch December 7, 2017.

ODOT has offered the Sheriff's Office a mobile home that is currently located at Basque Camp; the County will have to pay the moving expenses. The Court was receptive to accepting the mobile home and placing it in Jordan Valley as a residence for a Jordan Valley deputy as needed.

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Supplemental Budget Resolution R17-38. Notice of the hearing was published in the Argus Observer. No public comments were received. Judge Joyce closed the hearing. Commissioner Wilson moved to approve Resolution #17-38: In the Matter of Fiscal Year 2017/2018 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Hodge seconded and the motion passed unanimously. The supplemental budget allocates funds from the State that were received but not anticipated when the adopted budget was prepared; additional State Veterans/SB1100 funds were received and will be allocated in the CVSO Expansion Fund budget. See instrument # ***

COURT ADJOURNMENT

The meeting was adjourned.