

**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, OCTOBER 3, 2019, 6:00 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: Freddy Rodriguez \_\_\_\_\_ Marty Justus \_\_\_\_\_ Ramon Palomo \_\_\_\_\_ Dan Capron \_\_\_\_\_  
Michael Braden \_\_\_\_\_ Norm Crume \_\_\_\_\_ Mayor Riley Hill \_\_\_\_\_

**2) PLEDGE OF ALLEGIANCE**

This Agenda was posted on October 1, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

**3) MOTION TO ADOPT THE AGENDA**

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

**5) PRESENTATIONS**

A) Four Rivers Community School Presentation

**6) OLD BUSINESS**

- A) Resolution #2019-133: Sidewalk Installation on Alameda Drive between 8th and 11th Avenue
- B) Ordinance #2762-2019: Create OMC 7-7 "Public Smoking Restrictions" (Final Reading)

**7) NEW BUSINESS**

- A) Housing Incentive Program: Allen Thompson
- B) Airport Fiber Project

**8) DEPARTMENT HEAD UPDATES**

- A) Finance Monthly Report
- B) Fire Department Quarterly Report
- C) Community Development Quarterly Report

**9) DISCUSSION ITEMS**

- A) Discussion Regarding Noise Ordinance
- B) Marijuana Ad Hoc Committee Recommendation
- C) River Trail Eminent Domain

**10) HAND-OUTS**

- A) Department Stats:  
Public Works ~ Aug 24-Sep 20, 2019  
Fire ~ September 2019  
Code Enforcement ~ September 2019  
Police ~ September 2019
- B) Minutes:  
SREDA ~ 09-03-2019  
County Court ~ 09-11-2019  
Public Works Committee ~ 05-31-2019; 08-13-2019
- C) Agenda:  
SREDA ~ 10-01-2019
- D) SREDA Report Card ~ Through July, 2019
- E) Packet ~ V&C Board 10-03-2019 w/Minutes of 08-02-2019

**11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**

**12) ADJOURN**



**AGENDA REPORT  
OLD BUSINESS  
October 3, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2019-133: SIDEWALK INSTALLATION ON ALAMEDA DRIVE  
BETWEEN 8TH AND 11TH AVENUE**

DATE: September 25, 2019

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**PROPOSED MOTION:**

**THE CITY RECEIVED A PETITION FROM RESIDENTS IN THE NEIGHBORHOOD AROUND ALAMEDA DRIVE REQUESTING THAT THE CITY PUT IN A CROSSWALK BETWEEN 8TH AND 11TH AVENUE ON ALAMEDA DRIVE.**

**SUMMARY:**

The city received a petition from Gary Combs with 68 signatures. The groups concern is over the safety of children crossing the street around 8th and 11th Avenues to get to Alameda Elementary. There is a sidewalk on the East side of Alameda all the way to the school, but on the West side there is only intermittent sidewalk. See Exhibit 1

**BACKGROUND:**

The City Engineer has provided an estimate of \$3,500 per ADA ramp for a total of \$7,000. The crossing could be located just South of 8th Avenue where sidewalks exist. See Exhibit 2.

**CURRENT SITUATION:**

No Strategic Impact.

**ANALYSIS:**

- A. **FINANCIAL** Estimated cost is approximately \$7,000. We would have to use contingency to create the sidewalk. We have \$282,930 in contingency.
- B. **TIMING** School is in session. The concrete would need to be done before temperatures drop. We probably have several months to work with to get concrete work done. Otherwise we would need to wait for the spring.

- C. **POLICY/LEGAL** Council would have to appropriate the General Fund contingency budget to approve the project.

**ALTERNATIVES:**

Take No Action: Condition will remain as is. There really is no safe crossing on Alameda from the West to the East side. Kids will cross without a crosswalk or either walk in the road or on property without sidewalk to get to the crossing closer to the school.

There are no other options that make sense for a crosswalk other than where sidewalk exists on both sides of the street.

**RECOMMENDATION:**

Staff recommends that Council approve Resolution 2019-133.

**ATTACHMENTS:**

1. Exhibit 1 Alameda Sidwalk Petition graphic
2. Exhibit 2 Alameda crosswalk 2
3. RES 2019-133\_CC\_ALAMEDA SIDEWALK PROJECT









## RESOLUTION 2019-133

### A RESOLUTION TO APPROPRIATE FUNDS FOR THE ALAMEDA SIDEWALK PROJECT

- WHEREAS,** The City of Ontario received a petition from 68 Ontario citizens concerned over the safety of children crossing the street to get to Alameda Elementary; and
- WHEREAS,** A street crossing could be constructed for an estimated total of \$7,000; and
- WHEREAS,** The concrete would need to be done before the temperatures drop, so the project would need to begin as soon as possible; and
- WHEREAS,** The City desires to modify the 2019-2020 General Fund contingency budget in order to fund the project.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ontario City Council to approve the following adjustments to the fiscal year 2019-2020 budget:

| Line Item         | Item Description         | FY 19-20 Budget | Amount of Change | Adjusted Budget |
|-------------------|--------------------------|-----------------|------------------|-----------------|
| <b>SEWER FUND</b> |                          |                 |                  |                 |
| 001-004-871000    | Contingency              | \$282,930       | (\$7,000)        | \$275,930       |
| 001-004-713300    | Alameda Sidewalk Project | \$ -            | \$7,000          | \$7,000         |

**EFFECTIVE DATE:** Effective immediately upon passage.

**PASSED AND ADOPTED** by the Common Council City Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Riley J. Hill, Mayor

**ATTEST:**

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder





**AGENDA REPORT  
OLD BUSINESS  
October 3, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2762-2019: CREATE OMC 7-7 "PUBLIC SMOKING RESTRICTIONS"  
(FINAL READING)**

DATE: September 19, 2019

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**PROPOSED MOTION:**

**I MOVE THE CITY COUNCIL ADOPT ORDINANCE #2762-2019, AN ORDINANCE CREATING CHAPTER 7 UNDER TITLE 7 OF THE ONTARIO MUNICIPAL CODE TITLED "PUBLIC SMOKING RESTRICTIONS" TO PROVIDE A LOCAL SMOKING RESTRICTION TO BE ENFORCED BY THE ONTARIO POLICE DEPARTMENT, ON FIRST READING BY TITLE ONLY.**

**SUMMARY:**

The Council approved the first reading of a smoking ban on September 17, 2019. This ordinance would create a local ordinance that copies the current state restrictions and includes City Park Areas and City Facilities. This ordinance allows areas, as described in the ordinance, where smoking is banned to be locally enforced.

**BACKGROUND:**

City staff and law enforcement have received continuous complaints from businesses downtown about persons not respecting the state prohibition of smoking within 10 feet of entrances. Said persons have purposely littered cigarette butts and other objects at the doorsteps of complaining businesses.

The process for enforcing the state prohibition on smoking is not efficient or effective. Calls must be made to the state who then contacts the County Health Department. The County Health Department has to then observe the offense before anything can be done. Most of the complaints come after normal business hours, which has made it difficult to enforce.

The City Council discussed options for dealing with complaints downtown in April of 2019 and in August of 2019. Council asked staff to bring back options for consideration.

### **CURRENT SITUATION:**

Having a local ordinance for smoking allows the Ontario Police Department to enforce the same smoking ban that is currently in place by the state. Staff believes this would improve the city's ability to handle the issue.

Ordinance #2762-2019 has been drafted for the Council's consideration. This ordinance copies the state limits so that they can be locally enforced. It also includes, as written, a ban on City Park Areas and City Facilities.

All three items were requested to be considered by Council. Following discussion on September 5, 2019, the Council requested that the three options, including the 10-foot ban, City Park Areas, and City Facilities, be combined into one ordinance. Also, the definition of City Facilities has been amended to only include specifically identified facilities by name which includes City Hall, the Community Development Center, the City Water Plant, the City Wastewater Plant, and the Public Works Building.

The City Council approved a first reading on September 17, 2019. A second approval will adopt the ordinance. A correction to the meeting time was made following the meeting on September 17, 2019 as well as one typo.

### **ANALYSIS:**

- A. **STRATEGIC PLAN** This action supports the Council's Beautification strategy and Cleanliness goal.
- B. **FINANCIAL** This ordinance will create no new financial impact to the city.

If patrons of businesses are in compliance with state law the financial impact on business owners would be negligible. The state law applies to any business entrance. It has been observed that the biggest offenders are patrons from some bars and social gaming businesses.

- C. **TIMING** Staff has been observing these complaints for the past nine months. Some downtown business owners have said that they will move their businesses if something is not done about the failure to respect the smoking state laws. If the ordinance is adopted, the Ontario Police Department will enforce the local law. Staff expects that it may take greater enforcement attention at first until we receive general voluntary compliance.
- D. **POLICY/LEGAL** This local ordinance requires a second reading by title only by the City Council for adoption.

**ALTERNATIVES:**

Take No Action - If the Council takes no action the state ban will continue to be the only means of enforcing the state 10-foot ban. City staff will not be able to address complaints.

Alternative Two - Pass local 10-foot ban and the City Park Areas ban.

Alternative Three - Pass local 10-foot ban and the City Facilities ban.

Alternative Four - Pass local 10-foot ban and the City Park Areas and City Facilities ban.

**RECOMMENDATION:**

The City Manager recommends approval of Ordinance #2762-2019, an Ordinance creating Chapter 7 under Title 7 of the Ontario Municipal Code called "Public Smoking Restrictions" to provide a local smoking restriction to be enforced by the Ontario Police Department on First Reading by Title Only.

**ATTACHMENTS:**

1. ORD #2762-2019 Public Smoking2-LAS REVISION9.12.2019
2. PRES\_CC\_Local Smoking Ordinance\_9 17 2019



## ORDINANCE #2762-2019

### AN ORDINANCE CREATING CHAPTER 7 UNDER TITLE 7 OF THE ONTARIO MUNICIPAL CODE CALLED "PUBLIC SMOKING RESTRICTIONS" TO PROVIDE A LOCAL SMOKING RESTRICTION THAT CAN BE ENFORCED BY THE ONTARIO POLICE DEPARTMENT

- WHEREAS,** This policy affirms the state prohibition on smoking laws and allows for local enforcement; and
- WHEREAS,** The US Surgeon General has determined there is no safe level of exposure to secondhand smoke; and
- WHEREAS,** Smoking is an individual choice and the choice not to smoke or inhale second hand smoking should also be an individual choice; and
- WHEREAS,** The City of Ontario wishes to enforce a respectful boundary between second hand smoke and those who do not smoke.

#### Now, Therefore, the City of Ontario Ordains as follows:

**Section 1.** Chapter 7, as written in Attachment A and entitled "Public Smoking Restrictions" is hereby added to Title 7 of the Ontario Municipal Code.

**EFFECTIVE DATE:** 30 days from passage.

**PASSED AND ADOPTED** by the City Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST

\_\_\_\_\_  
Riley J. Hill, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## Attachment A – Ordinance 2762-2019

### TITLE 7 - HEALTH AND SANITATION

Add new Chapter 7 under Title 7 to read as follows:

#### CHAPTER 7 Public Smoking Restrictions

##### 7-7-1 – Definitions.

CITY PARK AREAS shall include all parcels of land, beaches, or bodies of water owned, leased, controlled or administered by the City of Ontario for recreation or open space purposes which have been designated by the city as a “park,” “linear park,” “greenway,” “open space,” “playground,” “recreation facility” or as “natural areas.”

CITY FACILITIES For the purpose of this ordinance, the term City Facilities shall include all City-owned interior spaces; vehicles; and the following parcels of real property commonly referred to as:

- 1) City Hall,
- 2) Community Development Center,
- 3) City Water Plant,
- 4) City Wastewater Plant, and
- 5) Public Works Building,

including the grounds, plazas, and walkways, sidewalks and surface parking lots immediately surrounding and serving the facilities listed above.

ENCLOSED AREA means all space between a floor and a ceiling that is enclosed on three or more sides by permanent or temporary walls or windows, exclusive of doors or passageways, which extend from the floor to the ceiling. If no ceiling is present, “enclosed area” means all space that is included by three or more sides by permanent or temporary wall or windows, exclusive of doors or passageways.

INHALANT means nicotine, a cannabinoid or any other substance that is in the form that allows the nicotine, cannabinoid or substance to be delivered into a person’s respiratory system by inhalation and is not approved by, or emitted by a device approved by, the United States Food and Drug Administration for a therapeutic purpose.

INHALANT DELIVERY SYSTEM means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device.

PLACE OF EMPLOYMENT means every enclosed area under the control of a public or private employer that employees frequent during the course of employment, including but not limited to work areas, employee lounges, vehicles that are operated in the course of an employer’s business that are not operated exclusively by one employee, rest rooms, conference rooms, classrooms, cafeterias, hallways, meeting rooms, elevators and stairways. “Place of employment” includes privately owned enclosed areas where volunteers perform work typically done by employees. “Place of employment” does not include a private residence unless it is used as a child care facility as defined in ORS 329A.250 or a facility providing adult day care as defined in ORS 410.490.

PUBLIC PLACE means an enclosed area that is open to the public.



SMOKING means inhaling, exhaling, burning, holding or carrying any lighted cigarette, cigar, cigarillo, pipe or other lighted smoking device for burning tobacco or any other plant product in any manner or in any form. Smoking also includes use of electronic cigarettes (electronic tobacco delivery systems) and hookahs.

- (A) “Electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as they simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
- (B) “Hookah” means glass or metal water pipes shaped somewhat like a bottle with long, flexible hoses with tips that people put into their mouths to inhale tobacco smoke.
- (C) “Plant product” includes marijuana, synthetic marijuana, and any plant product intended for smoking.

SMOKING INSTRUMENT means any cigar, cigarette, pipe or other instrument or inhalant delivery system used to smoke tobacco, marijuana or any other inhalant.

#### 7-7-2 Public Space

A person may not smoke, as defined in 7-1-1, within 10 feet of the following parts of places of employment or enclosed areas open to the public:

- (A) Entrances;
- (B) Exits;
- (C) Windows that open;
- (D) Ventilation intakes that serve an enclosed area; and
- (E) Outdoor dining areas.

An employer must provide a place of employment that is free of tobacco smoke for all employees and must post signs that provide notice of the provision of ORS 433.835 to 433.875.

#### 7-7-3 – City Facilities

A person may not smoke, as defined in 7-1-1, within or upon any City Facility.

#### 7-7-4 City Park Areas

A person may not smoke, as defined in 7-1-1, within or upon any City Park Areas.

The activities described in ORS 433.850(2) are exempt from the provisions of this section.

#### 7-7-5 – Penalties.

Penalties for Violation. Violation of any provision of this chapter is a Class D violation pursuant to ORS 153.012.



September 17, 2019

# LOCAL SMOKING ORDINANCE

# Origin of the Issue



- ⦿ Businesses approaching the city for action
- ⦿ Inability to address state health code with local police officers
- ⦿ Oregon Health Authority Priorities
  - Increase the number of tobacco-free environments
  - Increase protection from second-hand smoke

# First Request



State regulation of 10 feet from entrances

- Make local ordinance that mirrors the state ordinance so that we can address calls with Ontario Police department.
  - We are already spending the time with business owners, but we are not able to help them.

# State Goals



## Impact of tobacco use in Oregon

**Tobacco use remains the number one cause of preventable death in Oregon and nationally.**

- Tobacco use kills approximately 7,000 Oregonians each year, and secondhand smoke causes an additional 650 deaths.

Tobacco use causes lung cancer, cardiovascular disease and chronic obstructive pulmonary disorder.

Tobacco use is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis, and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already battling chronic diseases.

Smoking costs Oregon more than \$2.5 billion annually in medical expenditures and through indirect costs due to premature death.

# Second Consideration



- City Facility Campuses specifically listed by name in the ordinance.
  - City Hall
  - Community Development Center
  - City Water Plant
  - City Wastewater Plant
  - Public Works Building



# Third Consideration



## City Park Areas

- Parcels of land... leased, controlled, or administered by the City of Ontario for recreation or open space purposes which have been designated by the city as “park”, “linear park”, “greenway”, “open space”, “playground”, “recreation facility”, or as “natural areas.”





# For Your Consideration



1. Adopt Ordinance to provide local restrictions that follow state law including city park areas and city facilities; or
2. Adopt Ordinance to provide local smoking restriction excluding city park areas; or
3. Adopt Ordinance to provide local smoking restriction excluding city facilities; or
4. Adopt Ordinance to provide local smoking restrictions that follow state law excluding city park areas and city facilities; or
5. Take No Action



**AGENDA REPORT  
NEW BUSINESS  
October 3, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

**SUBJECT: HOUSING INCENTIVE PROGRAM: ALLEN THOMPSON**

DATE: September 27, 2019

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**PROPOSED MOTION:**

**I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY ALLEN THOMPSON AT 601 REITER DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF**

**SUMMARY:**

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

**BACKGROUND:**

Allen Thompson is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located at 601 Reiter Drive being Lot 1 of Sage Ridge Place Subdivision. The proposed Dwelling will be 1522 Square feet with two (2) bathrooms and a two (2) car garage. The application was deemed to be complete by the Community Development Director, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended approval of the application on September 25, 2019.

**CURRENT SITUATION:**

The Housing Incentive Program promotes growth and desirability in Ontario.

**ANALYSIS:**

- A. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- B. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- C. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

**ALTERNATIVES:**

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

**RECOMMENDATION:**

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Allen Thompson in the amount of \$10,000.00.

**ATTACHMENTS:**

1. Application 10-2019\_Allen Thompson (1)



## City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: allen Thompson Date: 9-17-2019

Site Address or Tax Lot: 100 - 601 Reiter Drive Ontario

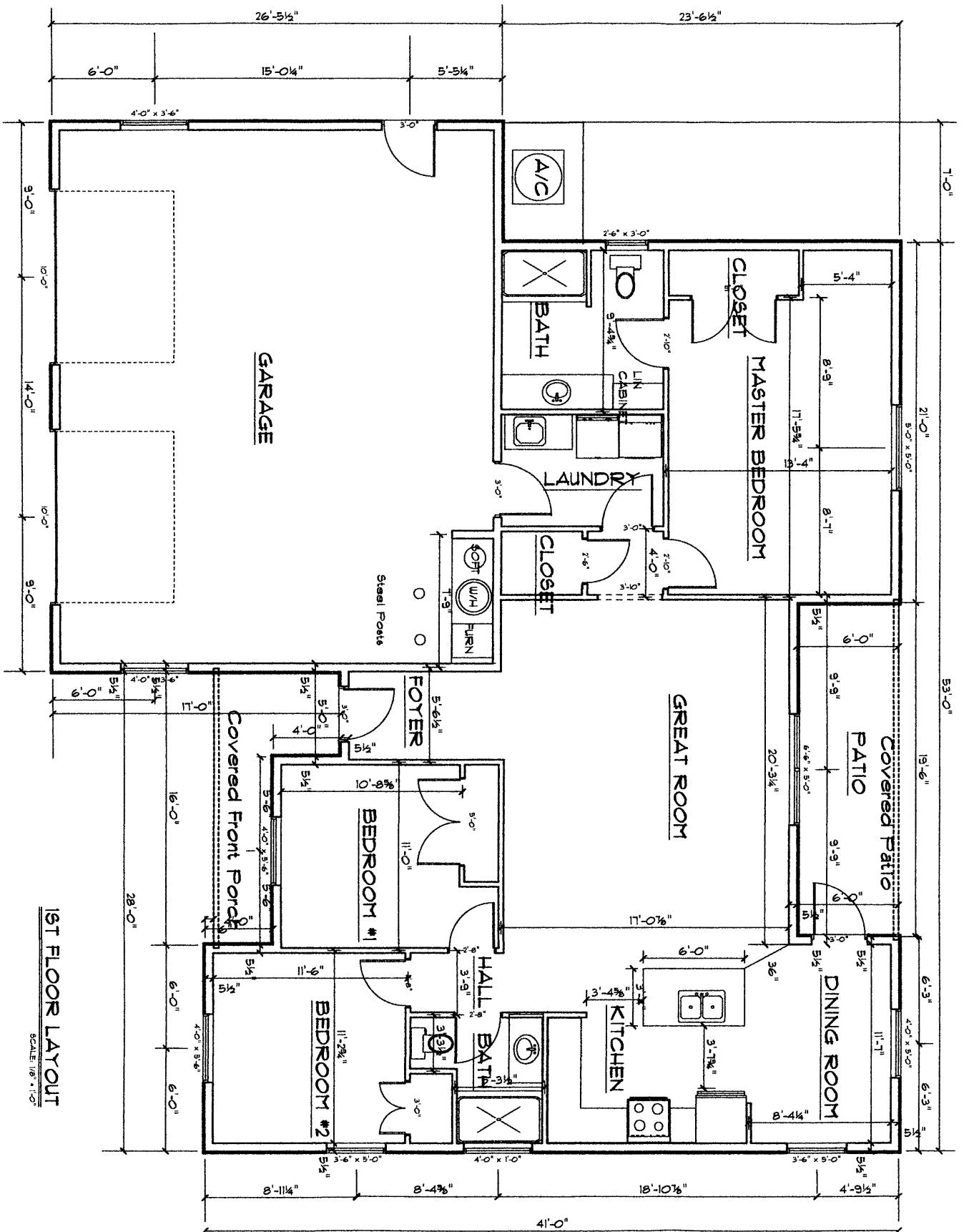
Application Number: 10-2019 (City Use Only)

### Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: \_\_\_\_\_
- ☒ Documentation showing funding: SELF
- ☒ Within City Limits
- ☒ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
  - 1. House Square footage: 1522 - 2 bath
  - 2. Number of Baths: 2
  - 3. Size of Garage: 832 - 2 car
- ☒ Description of Property of Home:
  - 1. Tax Lot map & Number: map 1854704 BC - Tax Lot-100
  - 2. Copy of Deed: yes
  - 3. Or written description: LOT 1 SAGE PLACE SUBDIVISION
- ☒ Completed W-9 Taxpayer Form.

### Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: Don Cummings 9/18/19
- ☒ Forwarded to Business Loan Fund Committee: \_\_\_\_\_
- ☐ BLF Committee forwards recommendation to City Manager: \_\_\_\_\_
- ☐ City Council Approval or Denial: \_\_\_\_\_
- ☐ City Manager signs application signifying Council Approval: \_\_\_\_\_
- ☐ Application submitted to Finance for tracking: \_\_\_\_\_
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): \_\_\_\_\_
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): \_\_\_\_\_
- ☐ Payment made to Owner: \_\_\_\_\_

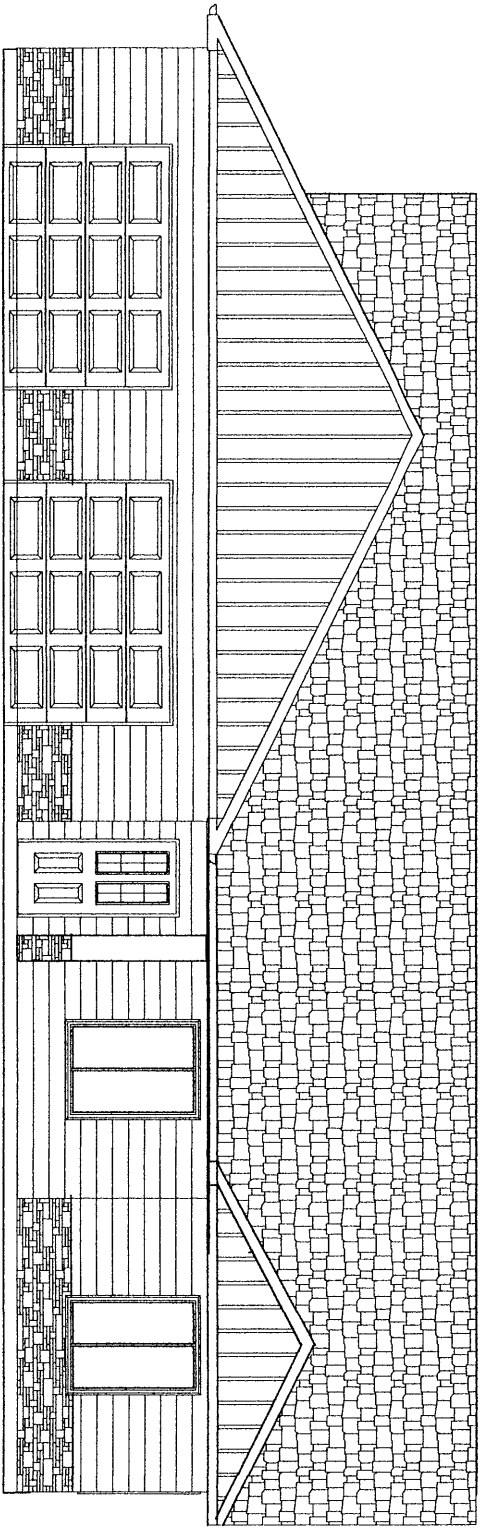


1ST FLOOR LAYOUT

SCALE 1/8" = 1'-0"

Living Area 1522 square feet

Garage Area: 832 sq. ft.



FRONT ELEVATION

After recording return to:  
Malheur County Title Company, Inc.  
81 South Oregon Street  
Ontario, OR 97914

Until a change is requested all tax statements shall be sent  
to the following address:  
Allen Thompson

File No.:33733 E  
Date: September 13, 2019

### STATUTORY WARRANTY DEED

**SAGE RIDGE PLACE, LLC, an Oregon limited liability company, Grantor,** conveys and warrants to, **ALLEN THOMPSON, Grantee,** the following described real property free of liens and encumbrances, except as specifically set forth herein:

Land in **SAGE RIDGE PLACE SUBDIVISION**, City of Ontario, Malheur County, Oregon, according to the Official Plat thereof, as follows:

Lot 1.

Account No.: 7962      Code No.: 1      Map No.: 18S4704BC      Tax Lot No.: 100

#### **This property is free from liens and encumbrances, EXCEPT:**

Current general taxes, easements, restrictions and rights of way, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$47,000.00** (Here comply with requirements of ORS 93.030)

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER SECTIONS ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

Dated this \_\_\_\_ day of September, 2019.

**Sage Ridge Place, LLC**

By \_\_\_\_\_  
Ralph E. Poole, member

STATE Of OREGON      County of Malheur)ss

On September \_\_\_\_, 2019, personally appeared before me, Ralph E. Poole, member of Sage Ridge Place, LLC, who acknowledged to me that he executed the same by authority and on behalf of said limited liability company.





**AGENDA REPORT  
NEW BUSINESS  
October 3, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

**SUBJECT: AIRPORT FIBER PROJECT**

DATE: September 13, 2019

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**PROPOSED MOTION:**

**I MOVE THE CITY COUNCIL APPROVE THE SCOPE OF WORK WITH LS NETWORKS FOR A 60 MONTH CONTRACT AND THE MASTER SERVICES AGREEMENT TO PROVIDE FIBER TO THE ONTARIO MUNICIPAL AIRPORT.**

**SUMMARY:**

The Council has a strategic goal to get high speed internet access to the Airport to support current operations and future development. Staff have worked with two fiber providers who can serve both the Airport and City Hall.

**BACKGROUND:**

Internet service at the Ontario Municipal Airport is very poor and unreliable. Our security cameras at the Airport has the ability to be viewed over the internet, but the bandwidth is too slow to be able to be used rendering them useless for after hour monitoring.

We have many other users who would purchase reliable internet service from us if it were available. The Treasure Valley Community College (TVCC) is in their second year of a new aviation program and they would have great utility in having more reliable and faster speed. They currently have a full class with a waiting list.

City Hall did use a fiber network in the past, but it was turned off to save money. Speed at City Hall is not effective for some of the software we use such as CAD and GIS. More and more of our software is cloud based requiring good upload and download speeds. As we enhance our city-wide security camera initiative, bandwidth will be important to be able to monitor our cameras around the city, particularly in City Hall.

### **CURRENT SITUATION:**

The Budget Committee and City Council approved a budget for extending fiber to the Airport of \$24,000. Staff has been working with Cable One, now called Sparklight, for about a year to be able to make this project happen. Sparklight presented three options. The first option is to pay more upfront, but to have a lower monthly recurring charge (MRC). The third is to have no upfront cost and have a higher MRC. The second option is in the middle.

More recently we were approached by another fiber company who has connections near City Hall and the Airport. They were able to provide a proposal that saves \$4,050 up front and \$202 per month in monthly recurring costs (MRC).

The contract period is five years. The financial analysis shows that the city will be financially better off over a five year period by taking the lower MRC with the higher up front cost (Non-Recurring Cost - NRC). Under this condition, the city would pay \$2,950 up front to pay for the connection from the LS Network's existing fiber line to Fire Station 2. Our monthly recurring charge would be \$998 for both the Airport and City Hall.

City staff also have an interest in having someone to manage our billing and service issues on the Airport since the city will now be an Internet Service Provider. LS Network also has the ability and the interest in managing our Airport network with the end goal of building out the hard fiber connections on all 240 acres of the Airport property through additional rents.

We also have the ability to realize savings by switching from our current phone provider to Voice Over Internet Protocol (VOIP) service. This is a project we can work on after we are connected.

### **ANALYSIS:**

- A. **STRATEGIC PLAN** Under the city's Growth Goal of the strategic plan, extension of fiber to the airport is one of the specific strategies.
- B. **FINANCIAL** The budget for this capital project is \$24,000. The upfront costs with LS Networks will be \$2,950. The remainder of the budget will be to continue trenching and laying fiber directly to the school facility and FBO. Additionally, we will be using an omni-directional antenna to provide service to other Airport tenants. We have at least six verbal commitments to connect to the new fiber network.

This low up-front cost will help us build out the remainder of the line and equipment needed to provide service to other tenants on the airport.

- C. **TIMING** The Community College is in need of improved service as soon as possible. Other customers are interested in getting connected as well. At the same time work is being done to connect to the fire station, we can be trenching and laying conduit to the other locations.

- D. **POLICY/LEGAL** The Council must approve this contract with LS Networks for 5 years, with a total cost of \$62,830 to move forward.

**ALTERNATIVES:**

The Council could select Sparklight by suspending the purchasing rules. The monthly cost is higher and the upfront costs are also higher.

Take No Action - Providing no improved service to the airport will not assist the TVCC aviation program or the city's security system.

**RECOMMENDATION:**

Staff recommends that the City Council approve the scope of work with LS Networks for a 60-month contract and the Master Services Agreement to provide fiber to the Ontario Municipal Airport.

**ATTACHMENTS:**

1. City of Ontario - Service Quotation 1
2. City of Ontario - Service Quotation 2
3. City of Ontario - Service Quotation 3
4. City of Ontario (Location 1 & 2) LF 36mo 09252019 final\_1
5. City of Ontario (Location 1 & 2) LF 60mo 09252019 Final
6. Standard-MSA-2018 (1)
7. Financial Analysis of Fiber Proposals - LS Networks

|                                                                                  |                                   |
|----------------------------------------------------------------------------------|-----------------------------------|
|  | <b>Business Service Agreement</b> |
|                                                                                  | <b>Date: 8/19/2019 7:23 AM</b>    |

|                        |                |                           |                             |
|------------------------|----------------|---------------------------|-----------------------------|
| <b>OFFICE:</b>         | BOISE, ID      | <b>ACCOUNT EXECUTIVE:</b> | James Newberry              |
| <b>COMPANY NAME:</b>   | Cable One, Inc | <b>TELEPHONE:</b>         |                             |
| <b>STREET ADDRESS:</b> |                | <b>FAX:</b>               |                             |
| <b>CITY/STATE/ZIP</b>  |                | <b>EMAIL:</b>             | james.newberry@cableone.biz |

|                              |                    |                                     |                              |
|------------------------------|--------------------|-------------------------------------|------------------------------|
| <b>CUSTOMER COMPANY NAME</b> | City of Ontario    | <b>AUTHORIZED CUSTOMER CONTACT:</b> | Adam Brown                   |
| <b>STREET ADDRESS:</b>       | 444 SW 4th St      | <b>TELEPHONE:</b>                   | (541) 881-3223               |
| <b>CITY/STATE/ZIP</b>        | Ontario, OR, 97914 | <b>EMAIL:</b>                       | adam.brown@ontariooregon.org |

### CONTRACT TOTALS

| TOTAL MRC  | INSTALLATION CHARGES | TOTAL NON-RECURRING CHARGES | BUILD FINANCING | RECURRING (FINANCED) |
|------------|----------------------|-----------------------------|-----------------|----------------------|
| \$1,200.00 | \$0.00               | \$7,000.00                  | N               |                      |

|                        |
|------------------------|
| <b>Term Length: 60</b> |
|------------------------|

### LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

| SITE NAME                         | ADDRESS                                    | SERVICE MRC |
|-----------------------------------|--------------------------------------------|-------------|
| Ontario Fire and Rescue Station 2 | 3288 SW 4th Ave. Ontario Ontario, OR 97914 | \$600.00    |
| City of Ontario                   | 444 SW 4th St. Ontario, OR 97914           | \$600.00    |

### DIA DETAILS

| Site Name                         | Quantity | Product Name                    | Bandwidth | Static IP Option   | Price Each | Service MRC |
|-----------------------------------|----------|---------------------------------|-----------|--------------------|------------|-------------|
| Ontario Fire and Rescue Station 2 | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$600.00   | \$600.00    |
| City of Ontario                   | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$600.00   | \$600.00    |

SPECIAL CONDITIONS

Customer acknowledges that CableONE will incur significant construction costs processing this service order. Customer agrees to reimburse CableONE for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse CableONE for its construction costs, which are estimated at \$36,273.75, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$1,200.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local CableONE office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

|                               |  |
|-------------------------------|--|
| CUSTOMER AUTHORIZED SIGNATURE |  |
| PRINTED NAME                  |  |
| TITLE                         |  |
| EFFECTIVE DATE                |  |

CABLEONE BUSINESS SIGNATURE SECTION

|                               |                                   |
|-------------------------------|-----------------------------------|
| CABLEONE AUTHORIZED SIGNATURE |                                   |
| PRINTED NAME                  | Chris Boone                       |
| TITLE                         | Vice President, Business Services |
| EFFECTIVE DATE                |                                   |

# CableONE BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on June 26, 2019 by and between CableONE, Inc. ("CableONE") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Ontario ("Subscriber"), located at 444 SW 4th St, Ontario, OR, 97914.

THE PARTIES AGREE AS FOLLOWS:

## SECTION 1: DATA SERVICES

During the term of this Agreement, CableONE shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. Customer warrants that it has accurately indicated to CableONE whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply.

## SECTION 2: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to CableONE Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified in Section 3: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee.

## SECTION 3: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that CableONE completes the installation of the Data Service and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days for the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

## SECTION 4: ENGINEERING REVIEW

Activation of Data Service is subject to CableONE Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event CableONE Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with CableONE Business's refund policies.

## SECTION 5: INSTALLATION & MAINTENANCE OF CableONE EQUIPMENT

Subscriber hereby grants to CableONE Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to CableONE Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow CableONE Business to use existing pathways into and in each Building. CableONE Business-owned equipment provided to Subscriber hereunder shall be maintained by CableONE Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying CableONE Business, in a timely manner, when repair or maintenance is necessary. Except for CableONE Business's maintenance obligations as set forth herein, Subscriber shall indemnify CableONE Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide CableONE Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. CableONE Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any CableONE Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate CableONE Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify CableONE Business of its move. CableONE Business will relocate the CableONE Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to CableONE Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall

provide CableONE Business with reasonable access to such Premises for purpose of removing any CableONE Business-owned equipment. CableONE Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

#### SECTION 6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to CableONE's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of CableONE Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through CableONE Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on CableONE Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of CableONE Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or
- (i) resell or share any portion of this Data Service to a third party.



In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, CableONE Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, CableONE Business reserves the right to charge Subscriber for any direct or indirect costs incurred by CableONE Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

#### **SECTION 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CableONE**

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. CableONE Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, CableONE Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

#### **SECTION 8: COPYRIGHT MATERIALS**

Subscriber shall hold CableONE Business harmless for any improper use of copyrighted materials accessed through CableONE Business's Data Service. CableONE Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If CableONE Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, CableONE Business retains the right to take down or disable access to the allegedly infringing material. It is CableONE Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. CableONE Business also will take such other action as appropriate under the circumstances to preserve our rights.

#### **SECTION 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY**

CableONE Business uses resources that are shared with many other subscribers. Moreover, CableONE Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

#### **SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT**

CableONE Business has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that CableONE Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on CableONE Business, (b) protect and defend the rights or property of CableONE Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of CableONE Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

#### **SECTION 11: SUBSCRIBER PASSWORDS**

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify CableONE Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

#### **SECTION 12: SUBSCRIBER PRIVACY**

CableONE Business is committed to protecting the privacy of Subscriber's personal information. CableONE Business's privacy policy regarding the collection, use and disclosure of personal information is posted on CableONE Business's website ([www.cableone.net](http://www.cableone.net)). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

#### **SECTION 13: ASSIGNMENT**

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of CableONE Business, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without CableONE Business's written consent shall be void and shall, at the CableONE Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to CableONE Business all CableONE Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless CableONE Business otherwise agrees in writing. This Agreement shall be fully assignable by CableONE Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

#### SECTION 14: TERMINATION BY CableONE BUSINESS

"If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from CableONE Business, or if Subscriber becomes insolvent or bankrupt, CableONE Business, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all CableONE Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse CableONE Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with CableONE Business's exercise of its rights under this Agreement.

CableONE Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event CableONE Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, CableONE Business may terminate this Agreement.

#### SECTION 15: TERMINATION BY SUBSCRIBER

"If CableONE Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if CableONE Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, CableONE Business shall remove all CableONE Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a CableONE Business breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

#### SECTION 16: DATA SERVICE AND EQUIPMENT

(a)

EXCEPT AS PROVIDED IN SECTION 16(b), CableONE BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, CableONE BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, CableONE BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CableONE BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER.

(b)

"EXCLUDING EVENTS BEYOND CableONE BUSINESS'S CONTROL, CableONE BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE CableONE BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO CableONE BUSINESS AND A TROUBLE TICKET

IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY CableONE BUSINESS.

CableONE BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

| LENGTH OF SERVICE INTERRUPTION        | PERIOD TO BE CREDITED |
|---------------------------------------|-----------------------|
| LESS THAN 1 HOUR                      | NONE                  |
| 1 HOUR UP TO AND INCLUDING 4 HOURS    | 1/2 DAY               |
| 4 HOURS UP TO AND INCLUDING 8 HOURS   | 1 DAY                 |
| 8 HOURS UP TO AND INCLUDING 12 HOURS  | 2 DAYS                |
| 12 HOURS UP TO AND INCLUDING 24 HOURS | 4 DAYS                |
| 24 HOURS UP TO AND INCLUDING 48 HOURS | 7 DAYS                |

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES  
SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY CableONE BUSINESS, (6) CableONE BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR CableONE BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISE AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) CableONE BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBERS USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF CableONE BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 17: LIMITATION OF LIABILITY  
"UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CableONE BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CableONE BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:  
(a) THE USE OR THE INABILITY TO USE THE DATA SERVICE;  
(b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;  
(c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR  
(d) ANY OTHER MATTER RELATING TO CableONE BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 18: INDEMNIFICATION  
Subscriber shall indemnify, defend, and hold CableONE Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the CableONE Business Data Service. CableONE Business will notify Subscriber within a reasonable period of time about any claim for which CableONE Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to CableONE Business's interests, as reasonably determined by CableONE Business. This Section shall survive termination of this Agreement.

SECTION 19: NONDISCLOSURE  
(a)  
Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such

information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)

Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

## SECTION 20: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or CableONE Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

## SECTION 21: SLA AGREEMENT

If the Customer has purchased an advanced Service Level Agreement (SLA) for EPL or EZ Ethernet, please refer to Exhibit 1 for the details of the agreement and explanation of performance metrics and the appropriate credit allowances if these aren't met.

## SECTION 22: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the managed Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. CableONE Business will manage the extenders for the Subscriber. Subscriber acknowledges that while CableONE Business has provided greater cybersecurity through the app for the managed Wi-Fi service, with among other features, built-in malware scanning and blocking, CableONE Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that CableONE Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

## SECTION 23: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

|                                                                                  |                                   |
|----------------------------------------------------------------------------------|-----------------------------------|
|  | <b>Business Service Agreement</b> |
|                                                                                  | <b>Date: 8/19/2019 7:26 AM</b>    |

|                        |                |                           |                             |
|------------------------|----------------|---------------------------|-----------------------------|
| <b>OFFICE:</b>         | BOISE, ID      | <b>ACCOUNT EXECUTIVE:</b> | James Newberry              |
| <b>COMPANY NAME:</b>   | Cable One, Inc | <b>TELEPHONE:</b>         |                             |
| <b>STREET ADDRESS:</b> |                | <b>FAX:</b>               |                             |
| <b>CITY/STATE/ZIP</b>  |                | <b>EMAIL:</b>             | james.newberry@cableone.biz |

|                              |                    |                                     |                              |
|------------------------------|--------------------|-------------------------------------|------------------------------|
| <b>CUSTOMER COMPANY NAME</b> | City of Ontario    | <b>AUTHORIZED CUSTOMER CONTACT:</b> | Adam Brown                   |
| <b>STREET ADDRESS:</b>       | 444 SW 4th St      | <b>TELEPHONE:</b>                   | (541) 881-3223               |
| <b>CITY/STATE/ZIP</b>        | Ontario, OR, 97914 | <b>EMAIL:</b>                       | adam.brown@ontariooregon.org |

### CONTRACT TOTALS

| TOTAL MRC  | INSTALLATION CHARGES | TOTAL NON-RECURRING CHARGES | BUILD FINANCING | RECURRING (FINANCED) |
|------------|----------------------|-----------------------------|-----------------|----------------------|
| \$1,300.00 | \$0.00               | \$4,300.00                  | N               |                      |

|                        |
|------------------------|
| <b>Term Length: 60</b> |
|------------------------|

### LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

| SITE NAME                         | ADDRESS                                    | SERVICE MRC |
|-----------------------------------|--------------------------------------------|-------------|
| Ontario Fire and Rescue Station 2 | 3288 SW 4th Ave. Ontario Ontario, OR 97914 | \$650.00    |
| City of Ontario                   | 444 SW 4th St. Ontario, OR 97914           | \$650.00    |

### DIA DETAILS

| Site Name                         | Quantity | Product Name                    | Bandwidth | Static IP Option   | Price Each | Service MRC |
|-----------------------------------|----------|---------------------------------|-----------|--------------------|------------|-------------|
| Ontario Fire and Rescue Station 2 | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$650.00   | \$650.00    |
| City of Ontario                   | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$650.00   | \$650.00    |

SPECIAL CONDITIONS

Customer acknowledges that CableONE will incur significant construction costs processing this service order. Customer agrees to reimburse CableONE for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse CableONE for its construction costs, which are estimated at \$36,273.75, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$1,300.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local CableONE office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

|                               |  |
|-------------------------------|--|
| CUSTOMER AUTHORIZED SIGNATURE |  |
| PRINTED NAME                  |  |
| TITLE                         |  |
| EFFECTIVE DATE                |  |

CABLEONE BUSINESS SIGNATURE SECTION

|                               |                                   |
|-------------------------------|-----------------------------------|
| CABLEONE AUTHORIZED SIGNATURE |                                   |
| PRINTED NAME                  | Chris Boone                       |
| TITLE                         | Vice President, Business Services |
| EFFECTIVE DATE                |                                   |



# CableONE BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on June 26, 2019 by and between CableONE, Inc. ("CableONE") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Ontario ("Subscriber"), located at 444 SW 4th St, Ontario, OR, 97914.

THE PARTIES AGREE AS FOLLOWS:

## SECTION 1: DATA SERVICES

During the term of this Agreement, CableONE shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. Customer warrants that it has accurately indicated to CableONE whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply.

## SECTION 2: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to CableONE Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified in Section 3: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee.

## SECTION 3: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that CableONE completes the installation of the Data Service and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days for the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

## SECTION 4: ENGINEERING REVIEW

Activation of Data Service is subject to CableONE Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event CableONE Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with CableONE Business's refund policies.

## SECTION 5: INSTALLATION & MAINTENANCE OF CableONE EQUIPMENT

Subscriber hereby grants to CableONE Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to CableONE Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow CableONE Business to use existing pathways into and in each Building. CableONE Business-owned equipment provided to Subscriber hereunder shall be maintained by CableONE Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying CableONE Business, in a timely manner, when repair or maintenance is necessary. Except for CableONE Business's maintenance obligations as set forth herein, Subscriber shall indemnify CableONE Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide CableONE Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. CableONE Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any CableONE Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate CableONE Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify CableONE Business of its move. CableONE Business will relocate the CableONE Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to CableONE Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall

provide CableONE Business with reasonable access to such Premises for purpose of removing any CableONE Business-owned equipment. CableONE Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

#### SECTION 6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to CableONE's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of CableONE Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through CableONE Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on CableONE Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of CableONE Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or
- (i) resell or share any portion of this Data Service to a third party.



In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, CableONE Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, CableONE Business reserves the right to charge Subscriber for any direct or indirect costs incurred by CableONE Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

#### **SECTION 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CableONE**

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. CableONE Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, CableONE Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

#### **SECTION 8: COPYRIGHT MATERIALS**

Subscriber shall hold CableONE Business harmless for any improper use of copyrighted materials accessed through CableONE Business's Data Service. CableONE Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If CableONE Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, CableONE Business retains the right to take down or disable access to the allegedly infringing material. It is CableONE Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. CableONE Business also will take such other action as appropriate under the circumstances to preserve our rights.

#### **SECTION 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY**

CableONE Business uses resources that are shared with many other subscribers. Moreover, CableONE Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

#### **SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT**

CableONE Business has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that CableONE Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on CableONE Business, (b) protect and defend the rights or property of CableONE Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of CableONE Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

#### **SECTION 11: SUBSCRIBER PASSWORDS**

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify CableONE Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

#### **SECTION 12: SUBSCRIBER PRIVACY**

CableONE Business is committed to protecting the privacy of Subscriber's personal information. CableONE Business's privacy policy regarding the collection, use and disclosure of personal information is posted on CableONE Business's website ([www.cableone.net](http://www.cableone.net)). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

#### **SECTION 13: ASSIGNMENT**

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of CableONE Business, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without CableONE Business's written consent shall be void and shall, at the CableONE Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to CableONE Business all CableONE Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless CableONE Business otherwise agrees in writing. This Agreement shall be fully assignable by CableONE Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

#### SECTION 14: TERMINATION BY CableONE BUSINESS

"If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from CableONE Business, or if Subscriber becomes insolvent or bankrupt, CableONE Business, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all CableONE Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse CableONE Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with CableONE Business's exercise of its rights under this Agreement.

CableONE Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event CableONE Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, CableONE Business may terminate this Agreement.

#### SECTION 15: TERMINATION BY SUBSCRIBER

"If CableONE Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if CableONE Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, CableONE Business shall remove all CableONE Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a CableONE Business breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

#### SECTION 16: DATA SERVICE AND EQUIPMENT

(a)

EXCEPT AS PROVIDED IN SECTION 16(b), CableONE BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, CableONE BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, CableONE BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CableONE BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER.

(b)

"EXCLUDING EVENTS BEYOND CableONE BUSINESS'S CONTROL, CableONE BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE CableONE BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO CableONE BUSINESS AND A TROUBLE TICKET

IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY CableONE BUSINESS.

CableONE BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

| LENGTH OF SERVICE INTERRUPTION        | PERIOD TO BE CREDITED |
|---------------------------------------|-----------------------|
| LESS THAN 1 HOUR                      | NONE                  |
| 1 HOUR UP TO AND INCLUDING 4 HOURS    | 1/2 DAY               |
| 4 HOURS UP TO AND INCLUDING 8 HOURS   | 1 DAY                 |
| 8 HOURS UP TO AND INCLUDING 12 HOURS  | 2 DAYS                |
| 12 HOURS UP TO AND INCLUDING 24 HOURS | 4 DAYS                |
| 24 HOURS UP TO AND INCLUDING 48 HOURS | 7 DAYS                |

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY CableONE BUSINESS, (6) CableONE BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR CableONE BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISE AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) CableONE BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBERS USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF CableONE BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 17: LIMITATION OF LIABILITY

"UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CableONE BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CableONE BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO CableONE BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 18: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold CableONE Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the CableONE Business Data Service. CableONE Business will notify Subscriber within a reasonable period of time about any claim for which CableONE Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to CableONE Business's interests, as reasonably determined by CableONE Business. This Section shall survive termination of this Agreement.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such

information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)

Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

## SECTION 20: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or CableONE Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

## SECTION 21: SLA AGREEMENT

If the Customer has purchased an advanced Service Level Agreement (SLA) for EPL or EZ Ethernet, please refer to Exhibit 1 for the details of the agreement and explanation of performance metrics and the appropriate credit allowances if these aren't met.

## SECTION 22: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the managed Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. CableONE Business will manage the extenders for the Subscriber. Subscriber acknowledges that while CableONE Business has provided greater cybersecurity through the app for the managed Wi-Fi service, with among other features, built-in malware scanning and blocking, CableONE Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that CableONE Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

## SECTION 23: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

|                                                                                  |                                   |
|----------------------------------------------------------------------------------|-----------------------------------|
|  | <b>Business Service Agreement</b> |
|                                                                                  | <b>Date: 8/19/2019 7:28 AM</b>    |

|                        |                |                           |                             |
|------------------------|----------------|---------------------------|-----------------------------|
| <b>OFFICE:</b>         | BOISE, ID      | <b>ACCOUNT EXECUTIVE:</b> | James Newberry              |
| <b>COMPANY NAME:</b>   | Cable One, Inc | <b>TELEPHONE:</b>         |                             |
| <b>STREET ADDRESS:</b> |                | <b>FAX:</b>               |                             |
| <b>CITY/STATE/ZIP</b>  |                | <b>EMAIL:</b>             | james.newberry@cableone.biz |

|                              |                    |                                     |                              |
|------------------------------|--------------------|-------------------------------------|------------------------------|
| <b>CUSTOMER COMPANY NAME</b> | City of Ontario    | <b>AUTHORIZED CUSTOMER CONTACT:</b> | Adam Brown                   |
| <b>STREET ADDRESS:</b>       | 444 SW 4th St      | <b>TELEPHONE:</b>                   | (541) 881-3223               |
| <b>CITY/STATE/ZIP</b>        | Ontario, OR, 97914 | <b>EMAIL:</b>                       | adam.brown@ontariooregon.org |

### CONTRACT TOTALS

| TOTAL MRC  | INSTALLATION CHARGES | TOTAL NON-RECURRING CHARGES | BUILD FINANCING | RECURRING (FINANCED) |
|------------|----------------------|-----------------------------|-----------------|----------------------|
| \$1,400.00 | \$0.00               | \$0.00                      | N               |                      |

|                        |
|------------------------|
| <b>Term Length: 60</b> |
|------------------------|

### LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

| SITE NAME                         | ADDRESS                                    | SERVICE MRC |
|-----------------------------------|--------------------------------------------|-------------|
| Ontario Fire and Rescue Station 2 | 3288 SW 4th Ave. Ontario Ontario, OR 97914 | \$700.00    |
| City of Ontario                   | 444 SW 4th St. Ontario, OR 97914           | \$700.00    |

### DIA DETAILS

| Site Name                         | Quantity | Product Name                    | Bandwidth | Static IP Option   | Price Each | Service MRC |
|-----------------------------------|----------|---------------------------------|-----------|--------------------|------------|-------------|
| Ontario Fire and Rescue Station 2 | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$700.00   | \$700.00    |
| City of Ontario                   | 1        | Direct Internet Access - Retail | 100       | /29 - 5 Usable IPs | \$700.00   | \$700.00    |

SPECIAL CONDITIONS

Customer acknowledges that CableONE will incur significant construction costs processing this service order. Customer agrees to reimburse CableONE for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse CableONE for its construction costs, which are estimated at \$36,273.75, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$1,400.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local CableONE office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

|                               |  |
|-------------------------------|--|
| CUSTOMER AUTHORIZED SIGNATURE |  |
| PRINTED NAME                  |  |
| TITLE                         |  |
| EFFECTIVE DATE                |  |

CABLEONE BUSINESS SIGNATURE SECTION

|                               |                                   |
|-------------------------------|-----------------------------------|
| CABLEONE AUTHORIZED SIGNATURE |                                   |
| PRINTED NAME                  | Chris Boone                       |
| TITLE                         | Vice President, Business Services |
| EFFECTIVE DATE                |                                   |



# CableONE BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on June 26, 2019 by and between CableONE, Inc. ("CableONE") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Ontario ("Subscriber"), located at 444 SW 4th St, Ontario, OR, 97914.

THE PARTIES AGREE AS FOLLOWS:

## SECTION 1: DATA SERVICES

During the term of this Agreement, CableONE shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. Customer warrants that it has accurately indicated to CableONE whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply.

## SECTION 2: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to CableONE Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified in Section 3: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee.

## SECTION 3: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that CableONE completes the installation of the Data Service and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days for the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

## SECTION 4: ENGINEERING REVIEW

Activation of Data Service is subject to CableONE Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event CableONE Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with CableONE Business's refund policies.

## SECTION 5: INSTALLATION & MAINTENANCE OF CableONE EQUIPMENT

Subscriber hereby grants to CableONE Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to CableONE Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow CableONE Business to use existing pathways into and in each Building. CableONE Business-owned equipment provided to Subscriber hereunder shall be maintained by CableONE Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying CableONE Business, in a timely manner, when repair or maintenance is necessary. Except for CableONE Business's maintenance obligations as set forth herein, Subscriber shall indemnify CableONE Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide CableONE Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. CableONE Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any CableONE Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate CableONE Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify CableONE Business of its move. CableONE Business will relocate the CableONE Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to CableONE Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall



provide CableONE Business with reasonable access to such Premises for purpose of removing any CableONE Business-owned equipment. CableONE Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

#### SECTION 6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to CableONE's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of CableONE Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through CableONE Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on CableONE Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of CableONE Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, CableONE Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, CableONE Business reserves the right to charge Subscriber for any direct or indirect costs incurred by CableONE Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

#### **SECTION 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CableONE**

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. CableONE Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, CableONE Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

#### **SECTION 8: COPYRIGHT MATERIALS**

Subscriber shall hold CableONE Business harmless for any improper use of copyrighted materials accessed through CableONE Business's Data Service. CableONE Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If CableONE Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, CableONE Business retains the right to take down or disable access to the allegedly infringing material. It is CableONE Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. CableONE Business also will take such other action as appropriate under the circumstances to preserve our rights.

#### **SECTION 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY**

CableONE Business uses resources that are shared with many other subscribers. Moreover, CableONE Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. CableONE Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

#### **SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT**

CableONE Business has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that CableONE Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on CableONE Business, (b) protect and defend the rights or property of CableONE Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of CableONE Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

#### **SECTION 11: SUBSCRIBER PASSWORDS**

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify CableONE Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

#### **SECTION 12: SUBSCRIBER PRIVACY**

CableONE Business is committed to protecting the privacy of Subscriber's personal information. CableONE Business's privacy policy regarding the collection, use and disclosure of personal information is posted on CableONE Business's website ([www.cableone.net](http://www.cableone.net)). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

#### **SECTION 13: ASSIGNMENT**

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of CableONE Business, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without CableONE Business's written consent shall be void and shall, at the CableONE Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to CableONE Business all CableONE Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless CableONE Business otherwise agrees in writing. This Agreement shall be fully assignable by CableONE Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

#### SECTION 14: TERMINATION BY CableONE BUSINESS

"If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from CableONE Business, or if Subscriber becomes insolvent or bankrupt, CableONE Business, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all CableONE Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse CableONE Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with CableONE Business's exercise of its rights under this Agreement.

CableONE Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event CableONE Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, CableONE Business may terminate this Agreement.

#### SECTION 15: TERMINATION BY SUBSCRIBER

"If CableONE Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if CableONE Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, CableONE Business shall remove all CableONE Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a CableONE Business breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

#### SECTION 16: DATA SERVICE AND EQUIPMENT

(a)

EXCEPT AS PROVIDED IN SECTION 16(b), CableONE BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, CableONE BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, CableONE BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CableONE BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER.

(b)

"EXCLUDING EVENTS BEYOND CableONE BUSINESS'S CONTROL, CableONE BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE CableONE BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO CableONE BUSINESS AND A TROUBLE TICKET

IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY CableONE BUSINESS.

CableONE BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

| LENGTH OF SERVICE INTERRUPTION        | PERIOD TO BE CREDITED |
|---------------------------------------|-----------------------|
| LESS THAN 1 HOUR                      | NONE                  |
| 1 HOUR UP TO AND INCLUDING 4 HOURS    | 1/2 DAY               |
| 4 HOURS UP TO AND INCLUDING 8 HOURS   | 1 DAY                 |
| 8 HOURS UP TO AND INCLUDING 12 HOURS  | 2 DAYS                |
| 12 HOURS UP TO AND INCLUDING 24 HOURS | 4 DAYS                |
| 24 HOURS UP TO AND INCLUDING 48 HOURS | 7 DAYS                |

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY CableONE BUSINESS, (6) CableONE BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR CableONE BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISE AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) CableONE BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBERS USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF CableONE BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 17: LIMITATION OF LIABILITY

"UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CableONE BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CableONE BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO CableONE BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 18: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold CableONE Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the CableONE Business Data Service. CableONE Business will notify Subscriber within a reasonable period of time about any claim for which CableONE Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to CableONE Business's interests, as reasonably determined by CableONE Business. This Section shall survive termination of this Agreement.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such

information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)

Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

## SECTION 20: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or CableONE Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

## SECTION 21: SLA AGREEMENT

If the Customer has purchased an advanced Service Level Agreement (SLA) for EPL or EZ Ethernet, please refer to Exhibit 1 for the details of the agreement and explanation of performance metrics and the appropriate credit allowances if these aren't met.

## SECTION 22: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the managed Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. CableONE Business will manage the extenders for the Subscriber. Subscriber acknowledges that while CableONE Business has provided greater cybersecurity through the app for the managed Wi-Fi service, with among other features, built-in malware scanning and blocking, CableONE Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that CableONE Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

## SECTION 23: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.





| LS Networks AspenUC                                                                |                                                    |
|------------------------------------------------------------------------------------|----------------------------------------------------|
| Legal Customer Name: <u>City of Ontario (Location 1 &amp; 2)</u>                   | Customer Contact: <u>Adam Brown</u>                |
| Customer Service Address: <u>(1)3288 SW 4th Ave Ontario (2) 444 SW 4th Ontario</u> | Contact Phone: <u>541-881-3223</u>                 |
| <u>Ontario, OR 97914</u>                                                           | Other Phone: _____                                 |
| Use above service address for E911 Dispatch? <u>Yes</u>                            | Contact Email: <u>adam.brown@ontariooregon.org</u> |
| LS Networks Account Executive: <u>Lyman Fisk</u>                                   | Contract <u>36</u> Months                          |
|                                                                                    | Quote Date: <u>9/25/2019</u>                       |

| Internet Services                            |     |             |           |  |                    |                    |
|----------------------------------------------|-----|-------------|-----------|--|--------------------|--------------------|
|                                              | Qty | NRC         | MRC       |  | Total NRC          | Total MRC          |
| 100 Mbps Symmetrical Internet Access Service | 2   | \$ 2,950.00 | \$ 549.00 |  | \$ 5,900.00        | \$ 1,098.00        |
| 2 IPv4 Static IP addresses (1 usable)        | 2   | \$ -        | \$ -      |  | \$ -               | \$ -               |
| <b>Total</b>                                 |     |             |           |  | <b>\$ 5,900.00</b> | <b>\$ 1,098.00</b> |

| Business Packages                                                |          |     |     |  |             |             |
|------------------------------------------------------------------|----------|-----|-----|--|-------------|-------------|
|                                                                  | Qty      | NRC | MRC |  | Total NRC   | Total MRC   |
| Standard User Bundle - Full HPBX Feature Set w/ Vmail & LD Pkg   | 0        |     |     |  | \$ -        | \$ -        |
| Business User Bundle - Full HPBX & UC Features w/ Vmail & LD Pkg | 0        |     |     |  | \$ -        | \$ -        |
| Professional User Bundle - Business User + Aspen Meeting Room 10 | 0        |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                     | <b>0</b> |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| IP Phones                                                       |          |     |     |  |             |             |
|-----------------------------------------------------------------|----------|-----|-----|--|-------------|-------------|
|                                                                 | Qty      | NRC | MRC |  | Total NRC   | Total MRC   |
| YeaLink SIP-41S - Full Featured IP Phone, 6 lines & HD Sound    | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-42S - Full Featured IP Phone, 12 lines & HD Sound   | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-46S - Executive IP Phone w/4.3" Color Touch Screen  | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-48S - Executive IP Phone w/7" Color Touch Screen    | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink EX-40 LCD Expansion Module w/ 20x2 buttons              | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-CP960 - IP Conference Phone w/5" Color Touch Screen | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink W60P - Wireless handset with DECT basestation           | 0        |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                    | <b>0</b> |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| PoE Switch                                 |     |     |     |  |             |             |
|--------------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                            | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| EdgeSwitch-8 Port Powered Ethernet Switch  | 0   |     |     |  | \$ -        | \$ -        |
| EdgeSwitch-24 Port Powered Ethernet Switch | 0   |     |     |  | \$ -        | \$ -        |
| EdgeSwitch-48 Port Powered Ethernet Switch | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                               |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| AspenUC Add-Ons                                                 |     |     |     |  |             |             |
|-----------------------------------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                                                 | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| Premium Attendant - Provides 2-level menu                       | 0   |     |     |  | \$ -        | \$ -        |
| Aspen Meeting Room 25 - Applicable to Professional Bundle Only  | 0   |     |     |  | \$ -        | \$ -        |
| Aspen Meeting Room 100 - Applicable to Professional Bundle Only | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-ear monaural wireless headset              | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-head monaural wireless headset             | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-head binaural wireless headset             | 0   |     |     |  | \$ -        | \$ -        |
| Receptionist Console - PC Based Attendant                       | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                    |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| Other Voice Charges                    |     |     |     |  |             |             |
|----------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                        | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| SIP Trunks (Incl. LD)                  | 0   |     |     |  | \$ -        | \$ -        |
| SIP PRI (Incl. LD)                     | 0   |     |     |  | \$ -        | \$ -        |
| Basic Business Lines (Plus LD Charges) | 0   |     |     |  | \$ -        | \$ -        |
| 2 Port Analog Telephone Adapter (ATA)  | 0   |     |     |  | \$ -        | \$ -        |
| TNs/DID Numbers                        | 0   |     |     |  | \$ -        | \$ -        |
| (8XX) Toll Free Numbers                | 0   |     |     |  | \$ -        | \$ -        |
| E911 Charge (Per Location)             | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                           |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

|                  |                    |                                        |
|------------------|--------------------|----------------------------------------|
| <b>Total NRC</b> | <b>\$ 5,900.00</b> |                                        |
| <b>Total MRC</b> | <b>\$ 1,098.00</b> | *may vary pending site survey findings |

"I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order and it's associated Master Services Agreement. In the event that LS Networks and Customer have not executed a separate Master Services Agreement with respect to this Service, then the LS Networks Master Services Agreement posted to the LS Networks website at [www.LSNetworks.net](http://www.LSNetworks.net) shall govern, and is herein incorporated by reference. I understand that all changes to this Service Order must be in writing and any changes to this Service Order may result in a revised installation date and additional charges may be imposed. Additionally, I understand the installation date is dependent upon my timely completion of the Technical Sheet associated with this Service Order, and a failure to provide accurate and complete information to LS Networks may result in a revised installation date. The above rates do not include any taxes, fees, or surcharges applicable to this service."

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

On behalf of LS Networks, the undersigned authorized LS Networks representative hereby accepts this Service Order. The contract becomes effective when accepted, signed, and returned to the Customer by LS Networks.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



| LS Networks AspenUC                                                                |                                                    |
|------------------------------------------------------------------------------------|----------------------------------------------------|
| Legal Customer Name: <u>City of Ontario (Location 1 &amp; 2)</u>                   | Customer Contact: <u>Adam Brown</u>                |
| Customer Service Address: <u>(1)3288 SW 4th Ave Ontario (2) 444 SW 4th Ontario</u> | Contact Phone: <u>541-881-3223</u>                 |
| <u>Ontario, OR 97914</u>                                                           | Other Phone: _____                                 |
| Use above service address for E911 Dispatch? <u>Yes</u>                            | Contact Email: <u>adam.brown@ontariooregon.org</u> |
| LS Networks Account Executive: <u>Lyman Fisk</u>                                   | Contract <u>60</u> Months                          |
|                                                                                    | Quote Date: <u>9/25/2019</u>                       |

| Internet Services                            |     |             |           |  |                    |                  |
|----------------------------------------------|-----|-------------|-----------|--|--------------------|------------------|
|                                              | Qty | NRC         | MRC       |  | Total NRC          | Total MRC        |
| 100 Mbps Symmetrical Internet Access Service | 2   | \$ 2,450.00 | \$ 499.00 |  | \$ 4,900.00        | \$ 998.00        |
| 2 IPv4 Static IP addresses (1 usable)        | 2   | \$ -        | \$ -      |  | \$ -               | \$ -             |
| <b>Total</b>                                 |     |             |           |  | <b>\$ 4,900.00</b> | <b>\$ 998.00</b> |

| Business Packages                                                |          |     |     |  |             |             |
|------------------------------------------------------------------|----------|-----|-----|--|-------------|-------------|
|                                                                  | Qty      | NRC | MRC |  | Total NRC   | Total MRC   |
| Standard User Bundle - Full HPBX Feature Set w/ Vmail & LD Pkg   | 0        |     |     |  | \$ -        | \$ -        |
| Business User Bundle - Full HPBX & UC Features w/ Vmail & LD Pkg | 0        |     |     |  | \$ -        | \$ -        |
| Professional User Bundle - Business User + Aspen Meeting Room 10 | 0        |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                     | <b>0</b> |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| IP Phones                                                       |          |     |     |  |             |             |
|-----------------------------------------------------------------|----------|-----|-----|--|-------------|-------------|
|                                                                 | Qty      | NRC | MRC |  | Total NRC   | Total MRC   |
| YeaLink SIP-41S - Full Featured IP Phone, 6 lines & HD Sound    | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-42S - Full Featured IP Phone, 12 lines & HD Sound   | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-46S - Executive IP Phone w/4.3" Color Touch Screen  | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-48S - Executive IP Phone w/7" Color Touch Screen    | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink EX-40 LCD Expansion Module w/ 20x2 buttons              | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink SIP-CP960 - IP Conference Phone w/5" Color Touch Screen | 0        |     |     |  | \$ -        | \$ -        |
| YeaLink W60P - Wireless handset with DECT basestation           | 0        |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                    | <b>0</b> |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| PoE Switch                                 |     |     |     |  |             |             |
|--------------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                            | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| EdgeSwitch-8 Port Powered Ethernet Switch  | 0   |     |     |  | \$ -        | \$ -        |
| EdgeSwitch-24 Port Powered Ethernet Switch | 0   |     |     |  | \$ -        | \$ -        |
| EdgeSwitch-48 Port Powered Ethernet Switch | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                               |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| AspenUC Add-Ons                                                 |     |     |     |  |             |             |
|-----------------------------------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                                                 | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| Premium Attendant - Provides 2-level menu                       | 0   |     |     |  | \$ -        | \$ -        |
| Aspen Meeting Room 25 - Applicable to Professional Bundle Only  | 0   |     |     |  | \$ -        | \$ -        |
| Aspen Meeting Room 100 - Applicable to Professional Bundle Only | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-ear monaural wireless headset              | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-head monaural wireless headset             | 0   |     |     |  | \$ -        | \$ -        |
| Plantronics over-the-head binaural wireless headset             | 0   |     |     |  | \$ -        | \$ -        |
| Receptionist Console - PC Based Attendant                       | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                                                    |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

| Other Voice Charges                    |     |     |     |  |             |             |
|----------------------------------------|-----|-----|-----|--|-------------|-------------|
|                                        | Qty | NRC | MRC |  | Total NRC   | Total MRC   |
| SIP Trunks (Incl. LD)                  | 0   |     |     |  | \$ -        | \$ -        |
| SIP PRI (Incl. LD)                     | 0   |     |     |  | \$ -        | \$ -        |
| Basic Business Lines (Plus LD Charges) | 0   |     |     |  | \$ -        | \$ -        |
| 2 Port Analog Telephone Adapter (ATA)  | 0   |     |     |  | \$ -        | \$ -        |
| TNs/DID Numbers                        | 0   |     |     |  | \$ -        | \$ -        |
| (8XX) Toll Free Numbers                | 0   |     |     |  | \$ -        | \$ -        |
| E911 Charge (Per Location)             | 0   |     |     |  | \$ -        | \$ -        |
| <b>Total</b>                           |     |     |     |  | <b>\$ -</b> | <b>\$ -</b> |

|                  |                    |                                        |
|------------------|--------------------|----------------------------------------|
| <b>Total NRC</b> | <b>\$ 4,900.00</b> |                                        |
| <b>Total MRC</b> | <b>\$ 998.00</b>   | *may vary pending site survey findings |

"I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order and it's associated Master Services Agreement. In the event that LS Networks and Customer have not executed a separate Master Services Agreement with respect to this Service, then the LS Networks Master Services Agreement posted to the LS Networks website at [www.LSNetworks.net](http://www.LSNetworks.net) shall govern, and is herein incorporated by reference. I understand that all changes to this Service Order must be in writing and any changes to this Service Order may result in a revised installation date and additional charges may be imposed. Additionally, I understand the installation date is dependent upon my timely completion of the Technical Sheet associated with this Service Order, and a failure to provide accurate and complete information to LS Networks may result in a revised installation date. The above rates do not include any taxes, fees, or surcharges applicable to this service."

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

On behalf of LS Networks, the undersigned authorized LS Networks representative hereby accepts this Service Order. The contract becomes effective when accepted, signed, and returned to the Customer by LS Networks.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_





## COMMERCIAL MASTER SERVICES AGREEMENT

**NOW, THEREFORE**, in consideration of mutual conditions and covenants hereinafter described Customer and LightSpeed Networks, Inc. dba LS Networks (and dba LSN, and Quantum Communications) do agree as follows:

**1. Overview:** This Agreement states the general terms and conditions by which LightSpeed Networks will deliver and Customer will receive any or all of the Services provided by LS Networks. The specific Services and/or products to be provided and the procedure for obtaining Services shall be detailed in an associated Service Order. This Agreement is intended to cover any and all Services ordered by Customer and provided by LS Networks. Customer may use services only for authorized and lawful purposes.

**2. Delivery of Services:** By submitting a Service Order, Customer agrees to take and pay for, and, by accepting the Service Order, LS Networks agrees to provide, the Services during the term described on the Service Order. LS Networks has the right in its sole discretion to limit the manner in which any portion of its network, equipment and facilities ("Network") is used to protect the technical integrity of the Network. LS Networks is not liable or responsible for content, errors in transmission, or failure to establish connection.

**3. Installation and Interconnection of Services:** Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, LS Networks will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains LS Networks' exclusive personal property, regardless of where located or attached, including common space. Said System Equipment is not a fixture. LS Networks may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, or allow anyone access to the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. LS Networks has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with the Services, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom LS Networks contracts. If, in responding to a Customer initiated service call, LS Networks reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay LS Networks for such service call at LS Networks' then prevailing rates.

Customer will provide LS Networks entrance facilities from the Premise property line to the Point of Demarcation. Entrance facilities can be dedicated conduit, shared conduit or aerial entry. The entrance facility must meet industry standards for type of entry as well as relevant safety standards. It is the Customer's responsibility to ensure adequate and timely access to the entrance facility. Customer grants LS Networks permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with LS Networks' assistance, appropriate right of access. If such right of access for LS Networks is not obtained by either party, then LS Networks' obligations with respect to such Service Location shall be considered null and void.

LS Networks may reconfigure, reprogram, substitute, rearrange or otherwise change any part of the Network or the System Equipment, whether any such part of the Network or the System Equipment is on Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided Customer without Customer's knowledge or consent. Although no specific advance notification period is applicable, LS Networks will use its best efforts to notify Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

**4. Term:** Subject to the provisions of Sections 10 and 11, the initial term for each subscribed Service will commence and end on the dates indicated in the applicable Service Order. Thereafter, the term of such Service shall automatically renew and be extended for successive one-month terms until terminated by either party upon not less than 30 days written notice in accordance with Section 26 prior to the end of the expiring term, or unless otherwise specified in the Service Order. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References herein to attachments mean attachments to this Agreement unless the context indicates otherwise.

**5. Fees and Payment Terms:** Customer shall pay all fees due for Services according to the prices and terms set forth in the Service Order. Upon completion of provisioning, installation and testing of the System Equipment needed to provide the Services ordered by Customer, LS Networks will notify Customer that the Services are available for Customer's use. The Services shall be subject to, but are not limited to, a Monthly Recurring Charge ("MRC") as set forth in Service Order. Billing shall commence on the date LS Networks notifies Customer that Services are available for Customer's use ("Service Order Completion notice"). If Customer delivers to LS Networks, within five (5) business days after Customer's receipt of the Service Order Completion notice, notice specifying non-conformance of the Service, LS Networks shall promptly undertake appropriate corrective action and the notification and Acceptance process shall be repeated.



## COMMERCIAL MASTER SERVICES AGREEMENT

LS Networks reserves the right to change the MRC for the Services at any time after the initial term hereof upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with the Services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable non-recurring charges shall be billed to Customer on a monthly invoice.

For Services billed in arrears, any payment not received within 30 days of the invoice date will accrue interest at a rate of 1½% per month, or the highest rate allowed by applicable law, whichever is less. For Service billed in advance, any payment not received within 30 days of the invoice date will accrue interest in the same manner.

If Customer has a dispute over the amount of any charges for Services, Customer will nevertheless pay all undisputed amounts. Customer will supply LS Networks with a written explanation detailing the reasons for disputing the unpaid amount within 30 days from the invoice date. The parties will cooperate in good faith to resolve any such disputes within a 60 day period after the due date of the original charges. If the dispute is not resolved during this period, then either party may seek dispute resolution in accordance with Section 18.

If, through the process of dispute resolution or a judgment from a court of competent jurisdiction, a disputed amount is determined to be a legitimate, such amount may be subject to a finance charge of 1½% per month, or the maximum allowable by law, whichever is less, calculated from the original due date until the full amount is paid.

When Services commence on a day other than the first day of the month, the charge for that month shall be determined by prorating the monthly payment by the number of days during which Services are provided.

Customer initiated terminations of Services will always occur on the 30<sup>th</sup> day following the receipt of Customer's 30 day written notice. Customer may request a Service termination date later than 30 days from written notice, but not sooner.

**6. Limitation of Liability:** The total liability of LS Networks to Customer in connection with this Agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the amount paid for the Service by Customer to LS Networks under this Agreement for the one month period prior to accrual of the most recent cause of action. **IN NO EVENT SHALL LS NETWORKS BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT WHETHER BY TORT, CONTRACT, OR OTHERWISE.**

**7. Force Majeure:** Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, either party may terminate the affected portion of the Services.

**8. Assumption of Risk:** Customer recognizes that the use of the Network and the System Equipment shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.

**9. Indemnity:** Customer agrees to indemnify, defend and hold harmless LS Networks and its partners, officers, directors, employees, agents and other representatives of LS Networks from all losses or damages arising from Customer's breach of this Agreement, violation of any third party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Services—provided hereunder. LS Networks agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damages caused by the negligence or willful misconduct of LS Networks.

**10. Termination of Service by LS Networks:** LS Networks may terminate Service under this Agreement or any Service Order hereunder, or suspend Services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within 30 days of invoice date; or (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; or (c) if Customer provides false information to LS Networks regarding Customer's identity, creditworthiness, or its planned use of the Services; or (d) if LS Networks deems it necessary to take any reasonable and lawful action to protect the property and rights of LS Networks, and existing and potential customers of LS Networks' communication transport services. With respect to a termination pursuant to clause (a) of this Section 10, such termination of Services may not occur until after LS Networks has given Customer written notice of failure to pay and Customer has failed to cure such failure to pay within 10 days of the date of such written notice.

**11. Termination for Cause:** Either party may terminate this Agreement for Cause. "Cause" shall mean a breach by a party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party by the non-breaching party, and the breach has not been cured within 30 days after delivery of such notice.

**12. Early Termination Charges:** If: (a) Customer terminates any Service Order hereunder for reasons other than Cause; or



## COMMERCIAL MASTER SERVICES AGREEMENT

(b) LS Networks terminates any Service Order hereunder pursuant to Sections 10 and 11, then Customer will pay, within 30 days after such termination, the following amounts: (i) all accrued but unpaid charges incurred through the date of such termination; plus (ii) an amount equal to 100% of the MRC for the remainder of the initial term of each subscribed Service. If Customer desires to cancel a Service Order, the following shall apply: (i) when a Service requiring design work is canceled after the design work has begun, LS Networks may collect charges equal to the cost incurred for the associated design work time and materials to date; and (ii) if cancellation is requested at any time during installation, it will be treated as an early termination of Service to which the terms and conditions of this Section 12 shall apply. It is agreed that LS Networks' damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 12 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

**13. Resale of Services:** Any Services provided under this Agreement may be resold to or shared with other persons or entities at the option of Customer, subject to compliance with any applicable laws, rules and regulations governing such resale or sharing. Customer remains solely responsible for all Services ordered by it or billed to its account, for determining who is authorized to use the Services and taking appropriate actions to enforce such a determination, and for immediately notifying LS Networks of any unauthorized use. LS Networks has no obligation to provide notice to or otherwise communicate with the users or customers of Customer.

**14. Assignment:** Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of LS Networks, which consent it will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock, membership interests or equity interests of Customer (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section 14. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.

**15. Taxes:** Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by LS Networks which LS Networks does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by LS Networks, Customer shall immediately remit the same to LS Networks or the agency, as directed by LS Networks, even if such assessment arises after the termination of this Agreement.

**16. Representations and Warranties:** Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. LS

Networks represents and warrants to Customer that any Services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND ANY SERVICE ORDER ASSOCIATED WITH THIS AGREEMENT, LS NETWORKS MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.**

**17. Governing Law:** This Agreement is governed by and subject to the laws of the State of Oregon.

**18. Arbitration/Small Claims:** Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of, and by filing a claim with, the Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. **Small Claims:** If the amount in dispute is less than the \$10,000 jurisdictional maximum of a small claims court, and if neither party has initiated arbitration, then the claimant shall have the option (in lieu of arbitration) of bringing a small claims court action.

**19. Attorney Fees:** In the event of any dispute at arbitration or in litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees (whether incurred at arbitration, at trial or on appeal) from the other party.

**20. Jurisdiction; Venue:** The parties consent to the personal jurisdiction of the courts of the State of Oregon and federal courts located in Oregon so that any litigation concerning or arising out of this Agreement shall be brought in Oregon. The parties agree not to claim that Oregon is an inconvenient place for trial. The venue of any such legal action shall be in Multnomah County, Oregon.

**21. Entire Agreement:** This Agreement, and any addendums, attachments, Service Orders and other documents incorporated herein, constitute the entire agreement between the parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

**22. Waivers:** No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not



## COMMERCIAL MASTER SERVICES AGREEMENT

be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

**23. Use of Name and Trademarks:** Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

**24. Confidentiality:** Each party hereto shall treat all information made available or disclosed to, or developed or obtained by, the other party as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than Customer and LS Networks, as the case may be; provided the following information shall not be treated as Confidential Information, (a) information that a party can demonstrate was rightfully in that party's possession prior to the date of disclosure by the other party, (b) information that a party received from a third party that had a right to make such information available, and (c) information that a party can demonstrate was independently developed by or on behalf of said party, provided further, that Customer and LS Networks shall have no obligation with respect to that portion of Confidential Information which is in or enters the public domain through no wrongful act of either party, or which must be disclosed to others by order of a governmental agency or legislative body or a court of competent jurisdiction. If either party receives a request for Confidential Information from a third party, the party receiving such notice shall promptly notify the other party in writing of such request, and if the party receiving such notice in good faith believes it is obligated to disclose the requested Confidential Information, the other party shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of the party receiving such notice.

**25. Notices:** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice. It is the obligation of Customer to provide a current mailing address (and facsimile number should Customer desire to receive notice under (iii) of this Section 25) to LS Networks throughout the term of service. If to LS Networks, notices should be sent to:

**If to LS Networks:**

|                |                          |
|----------------|--------------------------|
|                | LS Networks              |
|                | 921 SW Washington Street |
|                | Suite 370                |
|                | Portland, OR 97205       |
| Attn:          | Contracts Management     |
| Telephone No.: | 503.294.5300             |
| Facsimile No.: | 503.227.8585             |

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 25.

**26. Changes to this Agreement:** LS Networks may change the terms and conditions of this Agreement from time to time. Changes to this Agreement supersede all previously agreed to electronic and written Terms and Conditions. If Customer continues to be enrolled in, use, or pay for the Services after any changes in prices, charges, and/or terms and conditions have been made, Customer agrees to the changes. Notices are given and effective on the date posted on the LS Networks web site at [www.LSNetworks.net](http://www.LSNetworks.net) and/or the date LS Networks notifies Customer of changes by the following: email at the address provided by Customer, postcard, letter, recorded announcement, message on Customer's bill, an insert in Customer's bill, newspaper ad, or a call to Customer's telephone number, whichever occurs first.

**27. Relationship of Parties:** In the performance of its responsibilities hereunder, Customer and LS Networks are and at all times shall be independent contractors. Customer and LS Networks further agree to notify the other party if any governmental agency asserts that Customer or LS Networks is not an independent contractor with respect to the other party; and to permit the other party to participate in any negotiations or proceedings involved in such matters. Neither Customer or LS Networks shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the other party, except as expressly authorized by the other party.

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Appendix 1 applies directly to this Master Services Agreement and is incorporated herein by reference.





# COMMERCIAL MASTER SERVICES AGREEMENT

## Appendix 1 GENERAL TERMS FOR SERVICE INSTALLATION AND OPERATION

### 1. **Definitions**

The terms used in this Master Services Agreement and associated Service Order(s) shall have their normal or common meaning, except that the following terms shall have the following meanings:

**Acceptance or Accepted.** Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Service on the earliest date of: (i) when Customer first utilizes any of the Service or; (ii) five days from LS Networks' issuance of a Circuit Certification document or Service Order Completion document.

**Bursting:** Bursting is a Service that provides the capability for customer traffic to exceed the customer's committed information rate. The Bursting Service allows a customer to exceed their committed information rate to a predefined excess information rate at all times. If monthly customer traffic measurements exceed the committed information rate as measured in the 95th percentile of 5 minute averages in either the transmit or receive direction, overage charges will apply.

**Circuit.** The individual telecommunications facility(s) that makes up the Service provided.

**End-User.** A user to whom Customer will provide telecommunications services utilizing, in part, the Services provided by LS Networks to Customer under an associated Service Order.

**Interconnection Facilities.** All facilities between Customer's Point of Presence, the local exchange carrier's central office, the back-haul carrier's Point of Presence and the End-User sites.

**Off-Net Services.** Services where one or more locations to be connected are not served entirely by LS Networks' On-Net Services.

**On-Net Services.** Services which are provided entirely using the equipment and facilities owned by LS Networks.

**Point-to-Point.** Services are available between Customer-designated locations. Service may be ordered between the Customer's POP and an End-User location, between two Customer POPs, or between two End-User locations. There are two basic configurations for Point-to-Point Service, Hubbed Service and Two Point Service:

**Hubbed Service.** Allows Customer to aggregate multiple lower capacity transport Services terminating at multiple locations onto one higher capacity Service terminating at one other Customer location.

**Two Point Service.** Allows for two Customer designated locations to be connected by one transport Service. The Service terminated at both locations must be the same speed/capacity.

**Point of Presence (POP).** A specific location where LS Networks or Customer terminates and/or originates its Service.

**Point of Demarcation.** Point at which LS Networks' responsibility to provide equipment and Service ends and where Customer's or Customer's End-User responsibilities begin, identified as the interface between LS Networks and Customer at Customer's Point of Presence, the local exchange carrier's central office, a back-haul carrier's point of presence or End-User sites identified on an associated Service Order provided by LS Networks.

**Premises.** The address, to which Service is provided, identified as a Point of Presence on an associated Service Order.

**Service Order (SO).** Written form used by Customer to place an order, which is acceptable to LS Networks, for the purchase of Service. The SO delineates the type of Service, term of Service, Service start and end dates, Point of Presence, Point of Demarcation, and other information specific to the order. The SO includes all referenced documents, diagrams, appendices, schedules, exhibits and attachments.

**Service Outage.** An interruption of the Service or degradation of the Service, where the Service will no longer pass the criterion of the original Circuit Certification or Service Order Completion. If Customer reports a Service Outage but declines to release it for testing and repair, the Service is considered to be impaired but will not be deemed a Service Outage.



## Financial Analysis of Fiber Proposals - LS Networks

| Cumulative Savings |                                   |                               |                 |                       |          |          |          |          |          |
|--------------------|-----------------------------------|-------------------------------|-----------------|-----------------------|----------|----------|----------|----------|----------|
|                    | Monthly Reoccurring Charges (MRC) | Upfront Non-Recurring Charges | Monthly Savings | Annual Savings in MRC | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   |
| Option 1           | \$ 998                            | \$ 2,950                      | \$ 100          | \$ 1,200              | \$ 1,200 | \$ 2,400 | \$ 3,600 | \$ 4,800 | \$ 6,000 |
| Option 2           | \$ 1,098                          | \$ 2,450                      | \$ -            | \$ -                  | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |

### Total Cost Annually and Over Five Years

| Total Cost Annually and Over Five Years |                                   |                               | Annual Cost |           |           |           |           |                   |
|-----------------------------------------|-----------------------------------|-------------------------------|-------------|-----------|-----------|-----------|-----------|-------------------|
| Total Cost Annually and Over Five Years | Monthly Reoccurring Charges (MRC) | Upfront Non-Recurring Charges | Year 1      | Year 2    | Year 3    | Year 4    | Year 5    | Total Over 5 Year |
| Option 1                                | \$ 998                            | \$ 2,450                      | \$ 14,926   | \$ 11,976 | \$ 11,976 | \$ 11,976 | \$ 11,976 | \$ 62,830         |
| Option 2                                | \$ 1,098                          | \$ 2,950                      | \$ 15,626   | \$ 15,600 | \$ 15,600 | \$ 15,600 | \$ 15,600 | \$ 78,026         |

**Option 1 Note** The MRC is a total of \$998 per month

**Option 2 Note** The MRC is a total of \$1,098 per month

### Service Income

|  | # of Rents | Average Monthly Rate | Monthly Total | Annualized  | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   | Total Over 5 Year |
|--|------------|----------------------|---------------|-------------|----------|----------|----------|----------|----------|-------------------|
|  | \$ 6       | \$ 75                | 450           | \$ 5,400.00 | \$ 5,400 | \$ 5,400 | \$ 5,400 | \$ 5,400 | \$ 5,400 | \$ 32,931         |

### Savings

|                | Number | Average Monthly Rate | Monthly Total | Annualized  | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   | Total Over 5 Year |
|----------------|--------|----------------------|---------------|-------------|----------|----------|----------|----------|----------|-------------------|
| Airport        | 1      | \$ 55.40             | \$ 55.40      | \$ 664.80   | \$ 665   | \$ 665   | \$ 665   | \$ 665   | \$ 665   | \$ 3,324          |
| City Hall      | 1      | \$ 298.94            | \$ 298.94     | \$ 3,587.28 | \$ 3,587 | \$ 3,587 | \$ 3,587 | \$ 3,587 | \$ 3,587 | \$ 17,936         |
| Fire Station 2 | 1      | \$ 63.75             | 63.75         | 765         | \$ 765   | \$ 765   | \$ 765   | \$ 765   | \$ 765   | \$ 3,825          |
| Total Savings  | 1      | \$ 418               | \$ 418        | \$ 5,017    | \$ 5,017 | \$ 5,017 | \$ 5,017 | \$ 5,017 | \$ 5,017 | \$ 25,085         |





## Net Costs

Total net new costs (Costs minus income minus former contract costs)      \$   4,509   \$   1,559   \$   1,559   \$   1,559   \$   1,559   \$   1,559   \$   4,814

## Capital Budget for Build-Out

|                                           |    |           |
|-------------------------------------------|----|-----------|
| Budget                                    | \$ | 24,000.00 |
| Fiber To Fire Station 2                   | \$ | 2,950.00  |
| Connection to School and FBO - trenching. | \$ | 8,000     |
| Point to Point Connections                | \$ | 6,000     |
| Other                                     |    |           |
| Budget Remaining                          | \$ | 7,050.00  |

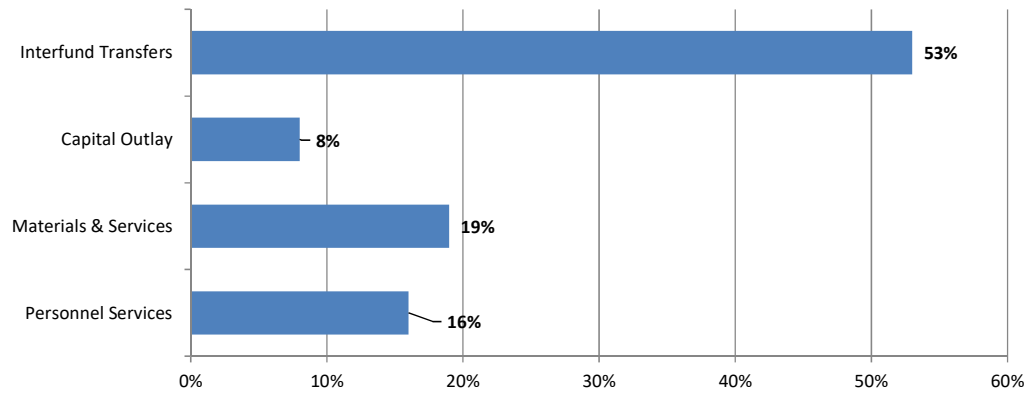


**CITY OF ONTARIO  
GENERAL FUND - DEPARTMENT EXPENSE  
FOR THE PERIOD ENDED  
AUGUST 31, 2019**

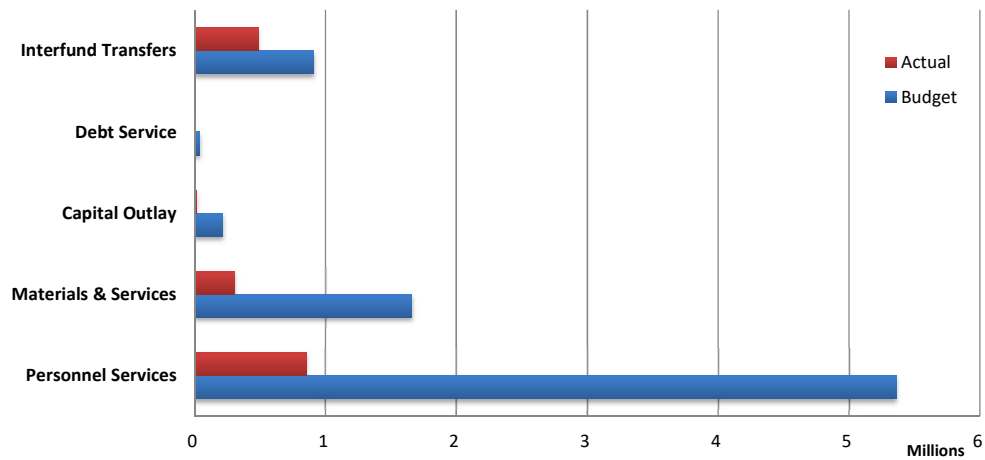
| DEPARTMENT                      | BUDGET              | ACTUAL              | %<br>EXPENDED   | COMMENTS                                                                                         |
|---------------------------------|---------------------|---------------------|-----------------|--------------------------------------------------------------------------------------------------|
| Parks                           | 270,562             | 36,537              | 13.5%           |                                                                                                  |
| <b>Parks &amp; Recreation</b>   | 270,562             | 36,537              | 13.5%           |                                                                                                  |
| Fire                            | 1,621,332           | 248,593             | 15.3%           |                                                                                                  |
| Code Enforcement                | 213,764             | 28,381              | 13.3%           |                                                                                                  |
| Police                          | 3,625,206           | 611,710             | 16.9%           |                                                                                                  |
| Police reserves                 | 7,000               | 31                  | 0.4%            |                                                                                                  |
| <b>Public Safety Total</b>      | 5,467,302           | 888,715             | 16.3%           |                                                                                                  |
| Administration                  | 487,088             | 80,906              | 16.6%           |                                                                                                  |
| City Council                    | 25,569              | 2,597               | 10.2%           |                                                                                                  |
| Business Registration           | 1,100               | 5                   | 0.4%            |                                                                                                  |
| Cemetery                        | 143,470             | 19,772              | 13.8%           |                                                                                                  |
| Finance                         | 239,123             | 35,305              | 14.8%           |                                                                                                  |
| Technology                      | 129,220             | 20,026              | 15.5%           |                                                                                                  |
| <b>General Government Total</b> | 1,025,570           | 158,611             | 15.5%           |                                                                                                  |
| Community development           | 212,791             | 26,080              | 12.3%           |                                                                                                  |
| <b>Community Development</b>    | 212,791             | 26,080              | 12.3%           |                                                                                                  |
| Administrative Overhead         | 364,054             | 139,458             | 38.3%           | Timing of insurance & downtown beautification                                                    |
| Non-Departmental Contributions  | 30,000              | -                   | 0.0%            |                                                                                                  |
| <b>Other Total</b>              | 394,054             | 139,458             | 35.4%           |                                                                                                  |
| Operating Transfers Out         | 815,334             | 416,965             | 51.1%           | PERS transfers out.                                                                              |
| <b>GENERAL FUND TOTALS</b>      | <b>\$ 8,185,613</b> | <b>\$ 1,666,367</b> | <b>20.4%</b>    |                                                                                                  |
| <b>YTD BUDGET BENCHMARK</b>     |                     |                     | <b>16.6667%</b> |  <b>-3.7%</b> |

**CITY OF ONTARIO  
GENERAL FUND - DEPARTMENT EXPENSE  
FOR THE PERIOD ENDED  
AUGUST 31, 2019**

**% Expended by Category**



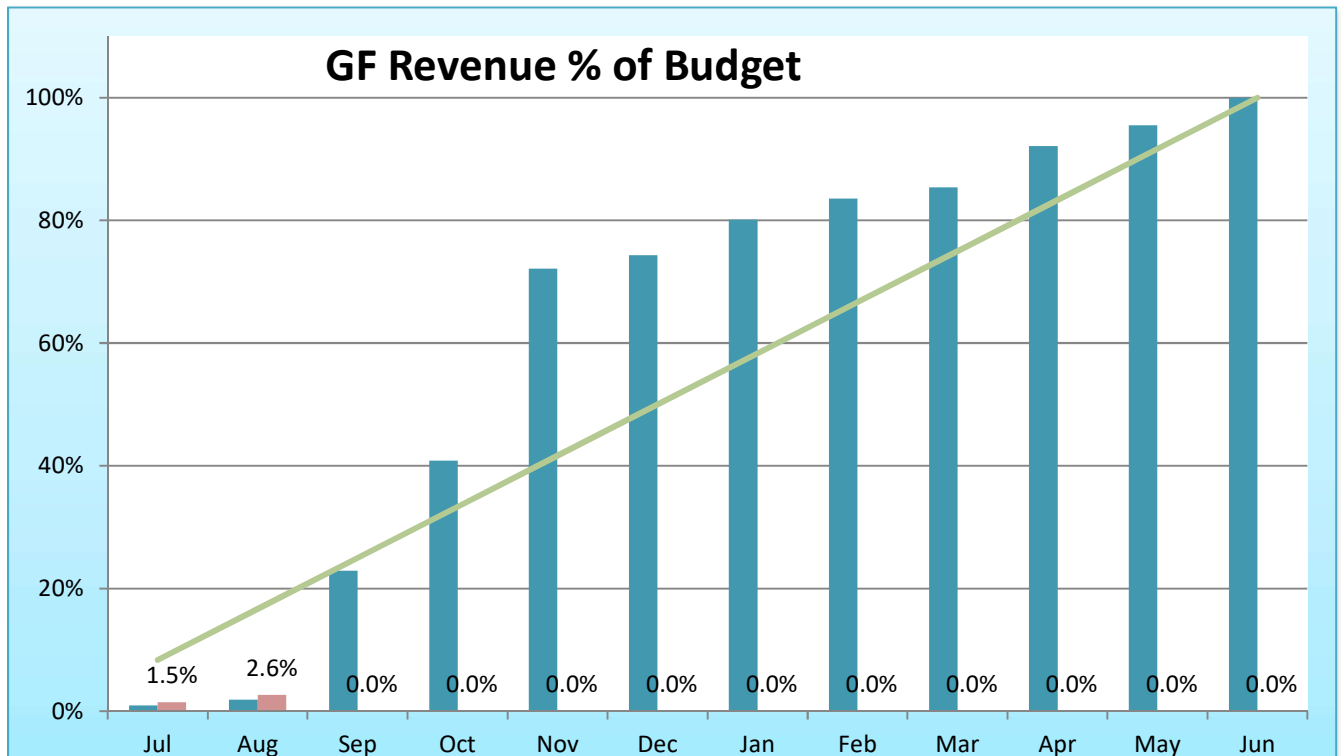
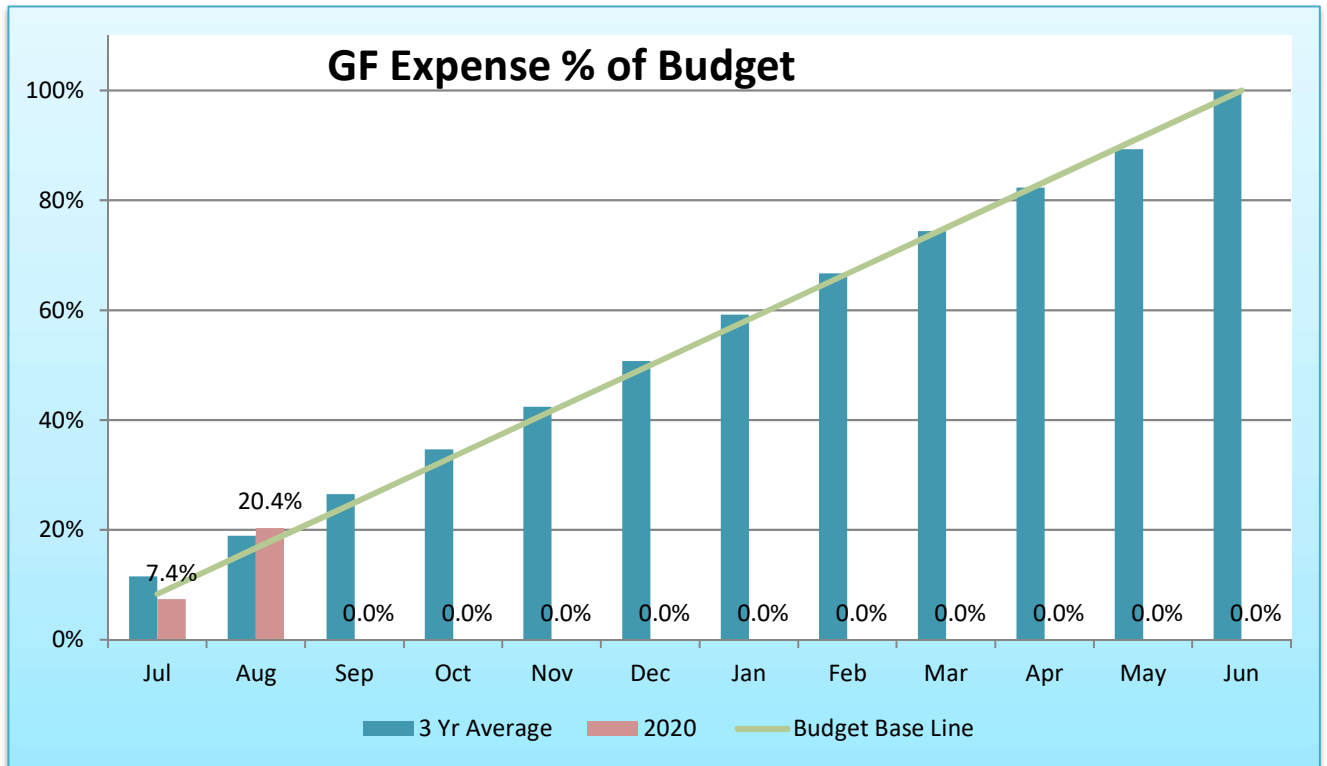
**Budget to Actual by Category**



**CITY OF ONTARIO  
GENERAL FUND - DEPARTMENT REVENUE  
FOR THE PERIOD ENDED  
AUGUST 31, 2019**

| DEPARTMENT                           | BUDGET                | ACTUAL            | %<br>REALIZED | COMMENTS                                                                                            |
|--------------------------------------|-----------------------|-------------------|---------------|-----------------------------------------------------------------------------------------------------|
| GENERAL FUND BEGINNING FUND BALANCE  | 2,122,655             | 0                 | 0.0%          | (not calculated in totals)                                                                          |
| Parks                                | 1,900                 | 300               | 15.8%         |                                                                                                     |
| <b>Parks &amp; Recreation</b>        | 1,900                 | 300               | 15.8%         |                                                                                                     |
| Fire                                 | 134,372               | 85                | 0.1%          |                                                                                                     |
| Code Enforcement                     | 18,735                | 36,099            | 192.7%        | Civil Penalties Income High                                                                         |
| Police                               | 488,593               | 70,634            | 14.5%         |                                                                                                     |
| Dispensary Business License          | 144,000               | 12,400            | 8.6%          |                                                                                                     |
| <b>Public Safety Total</b>           | 785,700               | 119,218           | 15.2%         |                                                                                                     |
| Interest                             | 65,700                | 11,708            | 17.8%         |                                                                                                     |
| State Revenue Sharing                | 132,656               | -                 | 0.0%          |                                                                                                     |
| PERS Allocation Transfer             | -                     | -                 | #DIV/0!       |                                                                                                     |
| Administrative Services              | 497,148               | 82,858            | 16.7%         |                                                                                                     |
| Other General Revenues               | 8,575                 | 877               | 10.2%         |                                                                                                     |
| Property Taxes                       | 3,688,265             | 43,133            | 1.2%          | Collections in November                                                                             |
| Alcohol Bvg License & Fee            | 196,838               | 685               | 0.3%          |                                                                                                     |
| Cigarette tax                        | 13,535                | -                 | 0.0%          |                                                                                                     |
| Marijuana tax                        | 750,000               | -                 | 0.0%          |                                                                                                     |
| Franchise Fees                       | 1,638,121             | 51                | 0.0%          |                                                                                                     |
| Business Registration                | 2,000                 | 100               | 5.0%          |                                                                                                     |
| Cemetery                             | 36,000                | 2,650             | 7.4%          |                                                                                                     |
| <b>General Government Total</b>      | 7,028,838             | 142,061           | 2.0%          |                                                                                                     |
| Planning & Zoning                    | 4,450                 | 1,565             | 35.2%         |                                                                                                     |
| Wayfinding Grant                     | 25,000                | -                 | 0.0%          |                                                                                                     |
| <b>Community development</b>         | 29,450                | 1,565             | 5.3%          |                                                                                                     |
| <b>GENERAL FUND REVENUE TOTALS</b>   | <b>\$ 7,845,888</b>   | <b>\$ 263,144</b> | <b>3.4%</b>   |                                                                                                     |
| <b>YTD CURRENT YEAR PROFIT(LOSS)</b> | <b>\$ (1,403,223)</b> |                   |               |                                                                                                     |
| <b>YTD BUDGET BENCHMARK</b>          | <b>16.7%</b>          |                   |               |  <b>-13.3%</b> |

**CITY OF ONTARIO  
GENERAL FUND  
FOR THE PERIOD ENDED  
AUGUST 31, 2019**



**CITY OF ONTARIO  
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE  
FOR THE PERIOD ENDED  
AUGUST 31, 2019**

| DEPARTMENT/FUND                | EXPENDITURES |           |               |  | REVENUES  |           |               |
|--------------------------------|--------------|-----------|---------------|--|-----------|-----------|---------------|
|                                | BUDGET       | ACTUAL    | %<br>EXPENDED |  | BUDGET    | ACTUAL    | %<br>REALIZED |
| 002 Marijuana Enforcement Fund | 250,000      | 2,945     | 1.2%          |  | 250,000   | -         | 0.0%          |
| 010 Grant Fund                 | 722,867      | 15,417    | 2.1%          |  | 722,867   | -         | 0.0%          |
| 027 Building Fund *            | 189,469      | 24,656    | 13.0%         |  | 218,747   | 23,329    | 10.7%         |
| 030 Capital Projects Fund      | 2,675,582    | -         | 0.0%          |  | 3,204,902 | 119,178   | 3.7%          |
| 031 SDC Fund                   | 430,000      | -         | 0.0%          |  | 430,000   | 5,299     | 1.2%          |
| 035 Debt Service Fund          | 29,027       | 27,960    | 96.3%         |  | 29,027    | -         | 0.0%          |
| 045 Street Fund                | 3,431,544    | 305,913   | 8.9%          |  | 3,431,544 | 229,573   | 6.7%          |
| 050 Trust Funds                | 633,756      | 6,675     | 1.1%          |  | 797,728   | 58,032    | 7.3%          |
| 055 Reserve Funds              | 2,536,898    | 1,227,237 | 48.4%         |  | 4,125,313 | 1,291,493 | 31.3%         |
| 060 Revolving Loan Fund        | 494,022      | 110,000   | 22.3%         |  | 494,022   | -         | 0.0%          |
| 105 Water Fund                 | 3,624,345    | 917,060   | 25.3%         |  | 4,512,615 | 708,784   | 15.7%         |
| 110 Sewer Fund                 | 3,093,834    | 671,916   | 21.7%         |  | 6,519,403 | 576,699   | 8.8%          |
| 115 Storm Sewer Fund           | 191,678      | 33,154    | 17.3%         |  | 560,561   | 19,163    | 3.4%          |
| 120 Airport Fund               | 116,877      | 17,978    | 15.4%         |  | 116,877   | 35,582    | 30.4%         |
| 125 Aquatic Fund               | -            | -         | #DIV/0!       |  | 0         | -         | #DIV/0!       |
| Comments:                      |              |           |               |  |           |           |               |
| YTD BUDGET BENCHMARK           |              |           | 16.7%         |  |           |           |               |



10/3/2019

# Fire Department

**Third Quarter  
Summer Report**

Fire Chief  
Terry Leighton



# Saving Lives and Property



Summer 2019

# Serving Our Community



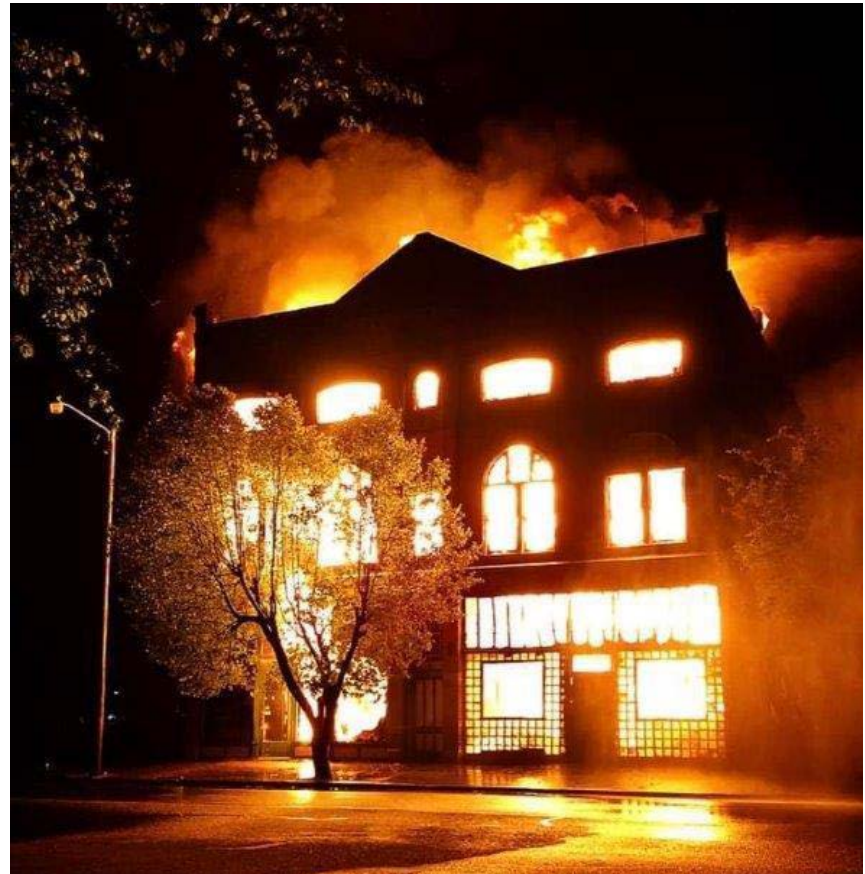
Summer 2019



The Heat  
Is On!!!



# The Damage One Arsonist Can Do



Summer 2019

# Earth, Wind & Fire



Summer 2019



# Station Exhaust System

- Making for better air quality at City Hall: \$62,000 exhaust system purchased by Ontario Rural Fire District.



Summer 2019



# Recognizing Some Special People



Summer 2019



# ***So Many Blessings***

# New Self-Contained Breathing Apparatus

- Cost \$272,000;  
Thanks to a FEMA Grant, our cost \$27,200.





# 2019 UTV Ranger



**Donated by Ontario  
Firefighters Association**



Summer 2019



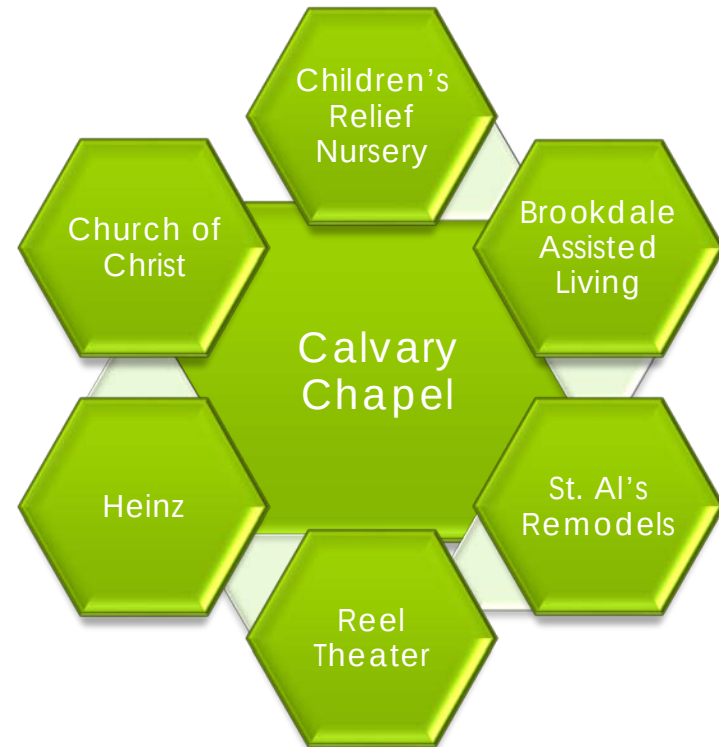
## Grant Award



## State Surplus



# Inspections







# Training Essentials Weekend



Summer 2019



# High-Rise Training



Summer 2019





# SRCI Fire Simulation: Physical Plant



# Hazardous Material Orientation: Level A



Summer 2019

# Water Rescue



Summer 2019



# OVFA Extrication Class



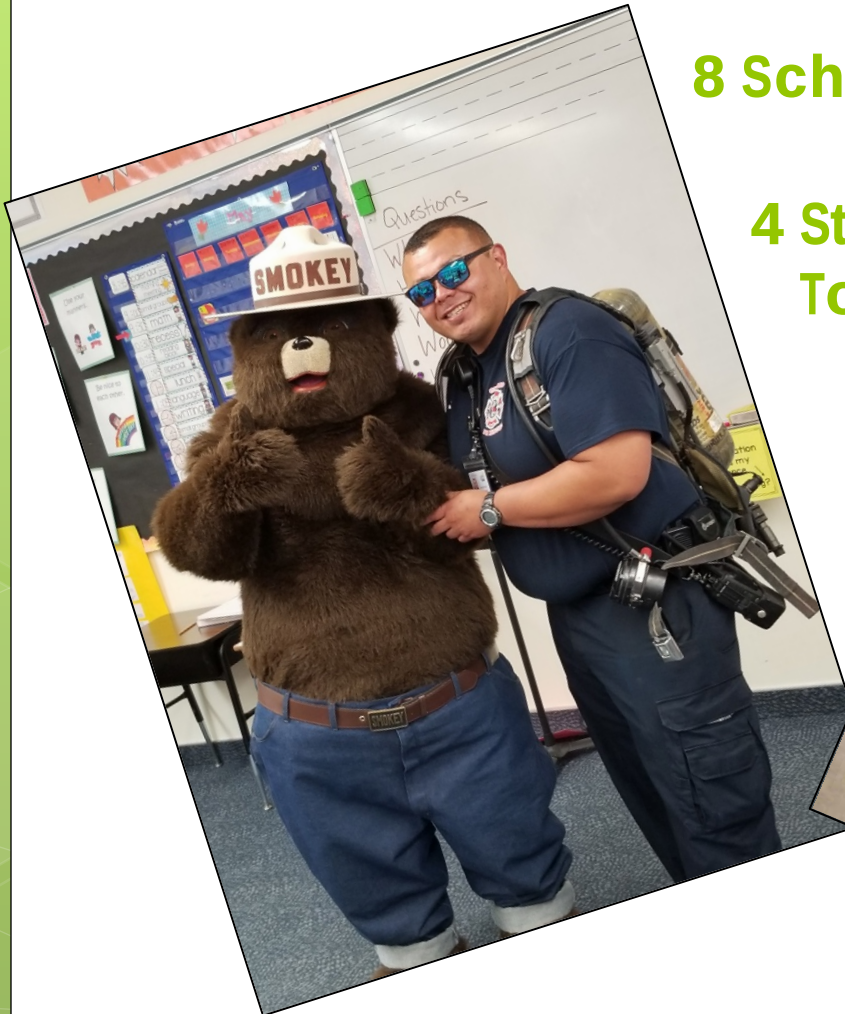
Summer 2019

# Special Events



8 School Visits

4 Station  
Tours



Summer 2019





# Fill The Boot



Summer 2019



# Firemen + Food = FUN!!!







# Grass Fires



Summer 2019



# 14 STRUCTURE FIRES



Summer 2019



Summer 2019



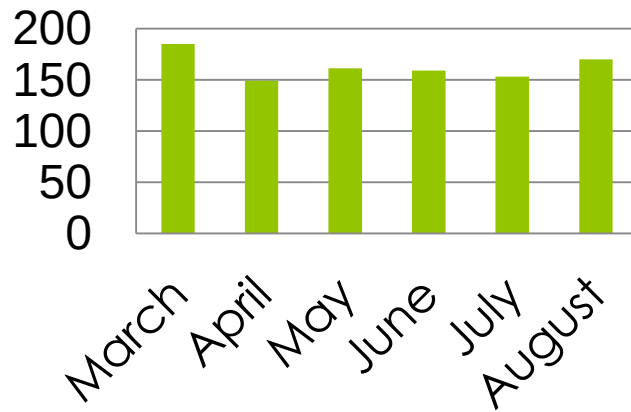
# Car Fires



# MEDICAL AND FIRE CALLS

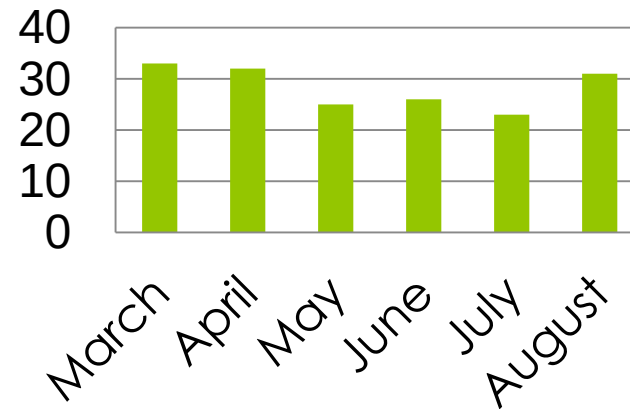


## Medical



**Total 977**

## Fire



**Total 170**







# City of Ontario Community Development Quarterly Report 3rd Quarter FY 2018-19

Presentation by  
Dan K. Cummings  
October 3, 2019



## Planning & Zoning Department Stats

### 3<sup>rd</sup> Quarter FY2018-19



### 16 Land Use Actions

- 4 Annexations
- 3 Conditional Use Permits
- 3 Site Developments
- 2 Variances
- 2 Partitions
- 1 Temporary Use Permit
- 1 UGA CUP

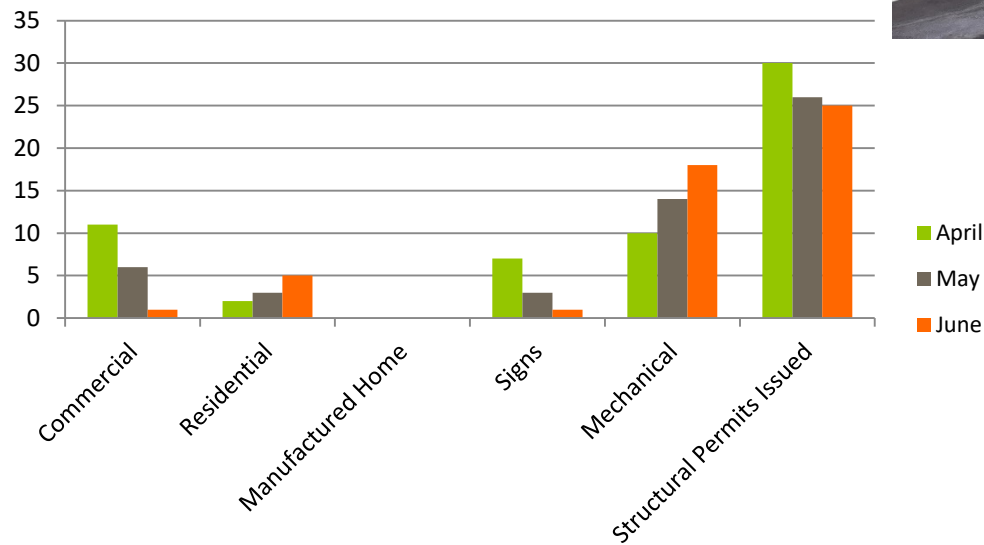
\$17,154 Total Fees



## Building Department Stats

### 3<sup>rd</sup> Quarter FY2018-19 Permits

| 2019 Permits              | April | May | June | Totals |
|---------------------------|-------|-----|------|--------|
| Commercial                | 11    | 6   | 1    | 18     |
| Residential               | 2     | 3   | 5    | 10     |
| Manufactured Home         | 0     | 0   | 0    | 0      |
| Signs                     | 7     | 3   | 1    | 11     |
| Mechanical                | 10    | 14  | 18   | 42     |
| Structural Permits Issued | 30    | 26  | 25   | 81     |





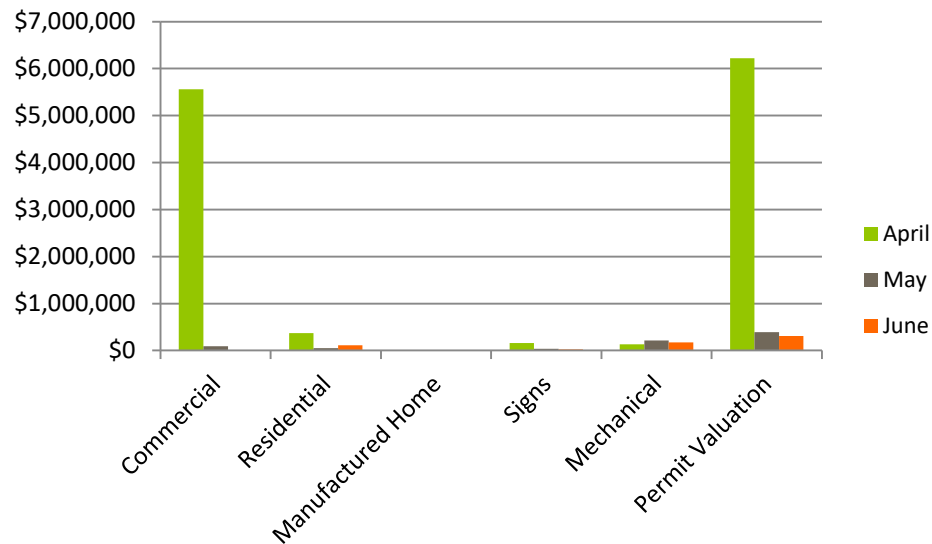
## **Building Department Stats**

### **3<sup>rd</sup> Quarter FY2018-19**

### **Building Values**



| 2019 Permit Valuations | April       | May       | June      | Totals             |
|------------------------|-------------|-----------|-----------|--------------------|
| Commercial             | \$5,559,790 | \$93,676  | \$3,500   | <b>\$5,656,966</b> |
| Residential            | \$371,442   | \$52,354  | \$108,264 | <b>\$532,060</b>   |
| Manufactured Home      | \$0         | \$0       | \$0       | <b>\$0</b>         |
| Signs                  | \$160,150   | \$33,135  | \$25,691  | <b>\$218,976</b>   |
| Mechanical             | \$129,903   | \$212,214 | \$170,942 | <b>\$513,059</b>   |
| Permit Valuation       | \$6,221,285 | \$391,379 | \$308,397 | <b>\$6,921,061</b> |





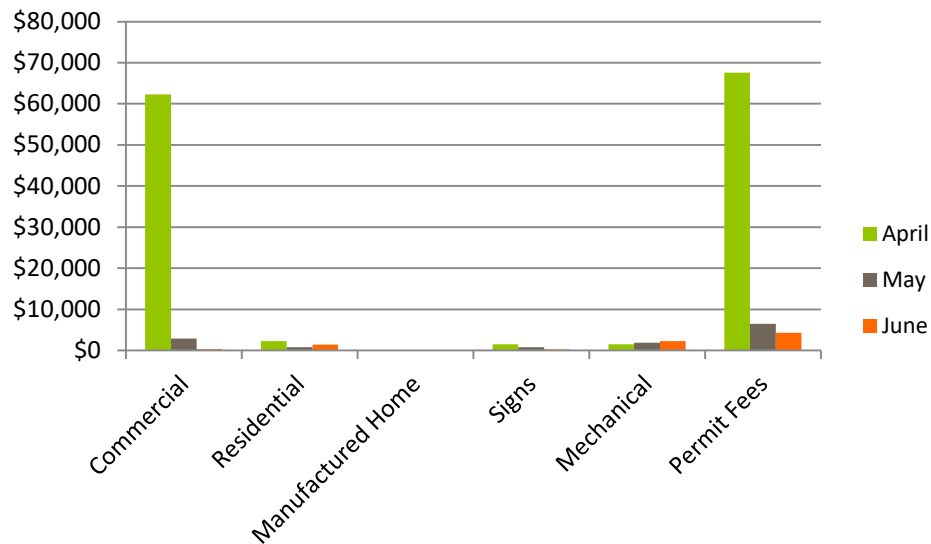
## Building Department Stats

### 3<sup>rd</sup> Quarter FY2018-19

### Permit Fees



| 2019 Fees Received | April    | May     | June    | Totals          |
|--------------------|----------|---------|---------|-----------------|
| Commercial         | \$62,261 | \$2,886 | \$307   | <b>\$65,455</b> |
| Residential        | \$2,294  | \$818   | \$1,405 | <b>\$4,517</b>  |
| Manufactured Home  | \$0      | \$0     | \$0     | <b>\$0</b>      |
| Signs              | \$1,541  | \$825   | \$253   | <b>\$2,620</b>  |
| Mechanical         | \$1,479  | \$1,932 | \$2,303 | <b>\$5,714</b>  |
| Permit Fees        | \$67,576 | \$6,461 | \$4,269 | <b>\$78,306</b> |



## Economic Development Department Activity 3<sup>rd</sup> Quarter FY2018-19



### Economic Activity

- “Project Clean”: The development of the vacant lands west of Walgreens with plans of two commercial businesses sites. **The Project is Known as Bluebird Carwash is open**
- “Project BuildOnt”: The City of Ontario Single Family Residential Housing Incentive program to promote new housing within the City Limits. **9 Applications have been awarded and 1 more is scheduled for approval.**
- “Project SSHill”: Development of 23 new affordable Housing Manufactured homes within an existing Manufactured Home Subdivision. **Constructed and homes being rented.**
- “Project Westpark”: Redevelopment of the West Park Plaza Mall creating business ownership of portions of the Existing Building and creation of new Building pad as well as looking at 150 unit apartment complex.
- “Project OntAir”: Redevelopment of the portion of the Airport property that once was the Ontario Golf Course, creating an Industrial Park and TVCC Flight School and Silver Hawk Commercial Flight School.
- “Project Splash”: Development of a Splash Pad as Phase One of the Ontario Aquatic Center Complex. **Project is constructed and open for business.**
- EPA Brownfield Grant Program: Ontario received \$600,000 in Brownfield grants to aid in the redevelopment of Brownfields within the Cities of Ontario, Nyssa, Vale and Malheur County. **Ongoing with 5 sites taking advantage of the grants with phase I and Phase II studies.**

## Economic Development Department Activity 3<sup>rd</sup> Quarter FY2018-19



### Economic Activity

- Airport Commercial & Private Hanger Facility: City of Ontario looking into helping promote construction of New Hangers on the Airport property.
- Project Affordable Sun: 15 acre solar project to produce power for affordable housing facilities. **Tentative Lease approved Idaho Power study in progress.**
- Project Hemp: A Hemp Manufacturing Facility. **Facility is open along with 2 other open as well as a 4<sup>th</sup> one under construction.**
- Project Vet: An affordable Mini Housing Development for Single Veterans and Seniors Citizens. Still working on funding
- Project "Incentive" a Single Family Affordable Housing Project. (not a Non-Profit-Non-taxable project). **Project under design stage.**
- Project TOMIYOSHI a 56.33 acre tract of land containing 19.83 acres of UGA Commercial class land and 36.50 acres of UGA Residential class land. Looking at retail and mixed density development.
- Project GRAND PRIX a meter manufacture looking for 5 to 8 acres of Industrial lands and is expected to hire 150-200 employees.

## Economic Development Department Activity 3<sup>rd</sup> Quarter FY2018-19

### Economic Activity



- Project ELVA a manufacturing corporation looking for a minimum of 100 acres wanting to build 1.5 million square feet of manufacturing facility and employing 1,200 to 2,000 employees.
- Project CLARK Food Processing manufacturer looking for 2 to 5 acres.
- Project LeMANS a company that will growing organic vegetables and herbs to sell commercially. In addition to production, they will also operate a retail shop and restaurant and employee around 20 employees.
- Project BRAVE a Industrial pulp[ and paper mill looking for 75 to 100 acres to build a 300,000 square feet building and employ 150 permeant employees.

## Economic Development Department Activity 3<sup>rd</sup> Quarter FY2018-19

Chadcore-SE 13<sup>th</sup> Street



Ownitx- CBD Oil



Hotbox-325 Goodfellow



Peterbilt





## FOREWORD

The following ordinance is drafted by the City of Ontario, Oregon through its municipal government authority as reviewed by and approved by the city's Attorney of record (City Attorney Services). The city attorney's services, addresses inquiries from city officials, elected or appointed, regarding public records, open meetings, voting and quorum requirements, ethics, authority under city ordinances and state statutes and other legal issues facing the city. This noise ordinance draws extensively from the Model Noise Ordinance developed by the International Municipal Lawyer's Association (IMLA) Model Ordinance Service, Oregon League of Cities, and current Oregon State Law. The IMLA Model Ordinance Service is a comprehensive collection of model ordinances, editor's comments, annotations, and drafting guidelines covering a variety of current local government topics. These regulations approach the problem of noise control through the enforcement of "reasonable person" standards. "Reasonable person" standards are more subjective than those based on maximum decibel readings. The subjective nature of enforcement is the major drawback of the reasonable person noise ordinances. Ordinances based on the reasonable person standard, however, are more easily enforced, less costly, require no specialized equipment or training and can be enforced on credible citizen complaints without the necessity of a specially trained officer or other expert being present at the time of the offense or in court. Both decibel level and reasonable person noise provisions raise some constitutional issues, though the reasonable person ordinance is more susceptible to challenge. The issues center around violations of due process and freedom of speech. Due process issues arise if ordinance provisions are not sufficiently detailed to place a person on notice of violations and free speech issues arise if prohibitions are drafted or enforced so broadly as to encompass communication. Full protection of civil liberties can be assured, however, through careful ordinance drafting while eliminating or limiting unwanted noises. The authority of Ontario, Oregon to enact these provisions is clear.

Mayor Riley J. Hill  
Dan Capron, Council President  
Ramon Palomo, Councilor  
Marty Justice, Councilor  
Freddy Rodriguez, Councilor  
Norm Crume, Councilor  
Michael Braden, Councilor

Adam Brown, City Manager

Larry Sullivan, City Attorney

# Noise Ordinance

## 6-1-6.1 Revision 2019

### **WHEREAS, “The People of the City of Ontario, Oregon amend as follows:”**

**Section 1. Purpose.** This ordinance is amended to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Ontario, Oregon through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

**Section 2. Legal Foundation.** “Disturbing the peace” is a term that is familiar to most people, but others may not understand exactly what it means and the legal ramifications it can have. You can be charged with disturbing the peace for a number of reasons, ranging from a verbal argument, a physical fight or even the use of offensive words.

Oftentimes, charges for disturbing the peace can result in a simple infraction punishable by a fine, however, you also can be charged with a misdemeanor, which can result in jail time. Furthermore, it is not uncommon to be charged with disturbing the peace in addition to more serious crimes.

Under Oregon Revised Statute 166.023, (1) A person commits the crime of disorderly conduct in the first degree if, with intent to cause public inconvenience, annoyance or alarm, or knowingly creating a risk thereof, the person initiates or circulates a report, knowing it to be false:

(a) Concerning an alleged hazardous substance or an alleged or impending fire, explosion, catastrophe or other emergency; and

(b) Stating that the hazardous substance, fire, explosion, catastrophe or other emergency is located in or upon a court facility or a public building, as those terms are defined in [ORS 166.360 \(Definitions for ORS 166.360 to 166.380\)](#).

(2)(a) Disorderly conduct in the first degree is a Class A misdemeanor.

(b) Notwithstanding paragraph (a) of this subsection, disorderly conduct in the first degree is a Class C felony if the defendant has at least one prior conviction for violating subsection (1) of this section. [2005 c.631 §3; 2015 c.361 §1]

Under Oregon Revised Statute 166.025, (1) A person commits the crime of disorderly conduct in the second degree if, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, the person:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior;
  - (b) Makes unreasonable noise;
  - (c) Disturbs any lawful assembly of persons without lawful authority;
  - (d) Obstructs vehicular or pedestrian traffic on a public way;
  - (e) Initiates or circulates a report, knowing it to be false, concerning an alleged or impending fire, explosion, crime, catastrophe or other emergency; or
  - (f) Creates a hazardous or physically offensive condition by any act which the person is not licensed or privileged to do.
- (2)(a) Disorderly conduct in the second degree is a Class B misdemeanor.
- (b) Notwithstanding paragraph (a) of this subsection, disorderly conduct in the second degree is a Class A misdemeanor if the crime is committed within 200 feet of the real property on which the person knows a funeral service is being conducted.
- (3) As used in this section, “funeral service” means a burial or other memorial service for a deceased person. [1971 c.743 §220; 1983 c.546 §5; 2001 c.104 §55; 2005 c.631 §1; 2012 c.35 §1]

### **Section 3. Findings.** The City Council of City of Ontario, Oregon finds:

A. Loud and raucous noise degrades the environment of the city to the degree that:

- (1) Is harmful to the health, welfare, and safety of its residence and visitors;
- (2) Interferes with comfortable enjoyment of life and property;
- (3) Interferes with the well-being, tranquility, and privacy of the home: and
- (4) Both causes and aggravates health problems.

B. Both the effective control and elimination of loud and raucous noise are essential to the health and welfare of the city’s residence and visitors, and to the conduct of the normal pursuits of life, including recreation, employment, and communication.

C. The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the City.

- D. Certain short-term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the City.
- E. The obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment of the United States Constitution. This ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights.

**Section 4. Scope.** This Ordinance applies to the control of all sound originating within the jurisdictional limits of the City.

## **Section 5. Definitions.**

- (A) The following terms and definitions shall apply in this Chapter unless the context requires otherwise:

**EMERGENCY** means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

**EMERGENCY WORK** means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

**CITY** means the “City of Ontario”

**CITY MANAGER** means the City Manager or designee.

**NOISE SENSITIVE AREA** includes, but is not limited to; real property normally used for sleeping, or normally used as a school, church, hospital or public library.

**DOMESTIC TOOLS** means power tools or equipment used for home or building repair, maintenance, alteration or other home manual arts projects, including but not limited to powered hand tools, lawnmowers, garden equipment and snow removal equipment.

**IDLING SPEED** means that speed at which an engine will run when no pressure is applied to the accelerator or accelerator linkage.

**MOTOR VEHICLE** means any land vehicle, which is, or is designed to be, self-propelled.

**NOISE SENSITIVE** means any use of a church, temple, synagogue, day care center, hospital, rest home, retirement home, group care home, school, dwelling unit (single-family dwelling,

duplex, triplex, multifamily dwelling, or mobile home) or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

PUBLIC RIGHT-OF-WAY means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

PUBLIC SPACE means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

RESIDENTIAL AREA means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

PERSON means and includes, in addition to any individual, any public or private corporation, association, partnership or other legally recognized public or private entity.

PLAINLY AUDIBLE means unambiguously communicated to the listener. Plainly audible sounds include, but are not limited to, understandable musical rhythms, understandable spoken words and vocal sounds other than speech, which are distinguishable as raised, or normal.

(B) SOUND PRODUCING DEVICE means and includes but is not limited to:

1. Loudspeakers, public address systems;
2. Radios, tape recorders and/or tape players, phonographs, television sets, stereo systems  
including those installed in a vehicle; on a motorcycle or any conveyance;
3. Musical instruments, amplified or unamplified;
4. Sirens, bells;
5. Vehicle engines or exhausts, when the vehicle is not on a public right-of-way, particularly when the engine is operated above idling speed;
6. Vehicle tires, when caused to squeal by excessive speed or acceleration;
7. Domestic tools, including electric drills, chain saws, lawnmowers, electric saws, hammers and similar tools, but only between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. of the following day;
8. Heat pumps, air conditioning units and refrigeration units, including those mounted on vehicles.



## **Section 6. General Prohibition.**

A. It is unlawful for any person to knowingly create, assist in creating, permit, continue or permit the continuance of any noise disturbance.

- (1) Any unreasonably loud or raucous noise; or
- (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or
- (3) Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasionally create unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.

B. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:

- (1) The proximity of the sound to sleeping facilities, whether residential or commercial;
- (2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
- (3) The time of day or night the sound occurs;
- (4) The duration of the sound; and
- (5) Whether the sound is recurrent, intermittent, or constant.

## **Section 7. Noise Disturbance Prohibited.**

A. The following acts are declared to be noise disturbances. This list is not exclusive.

- (1) **Dynamic Braking Devices.** Using any dynamic braking device on any motor vehicle, except to avoid imminent danger to persons or property. A dynamic braking device commonly referred to, as a Jake or Jacobs brake, is one used primarily on trucks and buses to convert a motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without the use of wheel brakes
- (2) **Idling Engines on Motor Vehicles.** Operating for more than fifteen (15) consecutive minutes any idling engine in such a manner as to be plainly audible within any dwelling unit between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.

- (3) Motor Vehicle Repair and Testing. Repairing or testing any motor vehicle in such a manner as to be plainly audible within any dwelling unit between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.
- (4) Steam Whistles. Blowing any steam whistle attached to any stationary boiler.
- (5) Sirens. Sounding a siren.
- (6) Exhausts. Discharging into the open air the exhaust of any steam engine, internal combustion engine or any mechanical device operated by compressed air or steam without a muffler, or with a sound control device less effective than that provided on the original engine or mechanical device. Plainly Audible Sound. Producing or permitting the production of sound which is plainly audible:
  - (a) Within a noise sensitive unit, which is not the source of the sound, at any time between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. the following day.
  - (b) On a public right-of-way at a distance of fifty (50) feet or more from the source of the sound at any time.
  - (c) Domestic Tools. Operating domestic power equipment in such a manner as to be plainly audible within any dwelling unit other than the source of the sound.
  - (d) Excessive Tire Noise. Operating motor vehicle on any public street or premises open to the public in such a manner as to cause any squealing or screeching noise from the tires of such motor vehicle as a result of unnecessarily rapid acceleration, regardless of whether or not the production of such noise was an intended result of said acceleration.

B.

Noise resulting from emergency action to avoid imminent danger to a person or property is exempt from this prohibition.

**Section 8. Exemptions.** Sounds caused by the following are exempt from the prohibitions set out in Sections 7.

- 1. Sounds caused by organized athletic or other group activities, when such activities are conducted on property generally used for such purposes, including parks, schools, churches, athletic fields and waterways; provided, however, that said exception shall not impair the City' power to declare such events or activities otherwise to violate other laws, ordinances or regulations.
- 2. Sound made by an emergency vehicle, as defined in ORS 487.005, when responding to or from an emergency or when in pursuit of an actual or suspected violator of the law.

3. Sounds caused by sources regulated as to sound production by federal law, including, but not limited to, sounds caused by railroad, aircraft or commercially licensed watercraft operations.
4. Sounds made by warning devices to protect persons or property from imminent exposure to danger; provided, however, that burglar or fire alarms shall not operate continuously for more than fifteen (15) minutes.
5. Sounds made by work necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger.
6. Sounds caused by industrial, agricultural or construction organizations or workers during their normal operations between the hours of seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M.
7. Sounds made by activities by or on direction of the City in maintenance, construction or repair of public improvements in public rights-of-way or easements.
8. Sounds made between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. which are made by or in simulation of bells and chimes and whose purpose is to denote the time of day and which do not exceed three (3) minutes in length.

**Section 9. Variances.** Any person who is planning the use of a sound-producing device, which may violate any provision of this Chapter, may apply to the Chief of Police for a variance from such provision.

1. Application. The application for a variance shall be in writing on a form provided by the City and shall include an application fee in the amount determined by Council resolution. The applicant shall submit information regarding the date, time and location of the activity or event that will generate the noise for which a variance is being sought, the reasons the variance is being requested and any other information requested by the Chief of Police. The application shall not be received until all the requested information and application fee has been submitted.
2. Review Considerations. The Chief of Police shall consider:
  - (a) The nature and duration of the sound emitted;
  - (b) Whether the public health, safety or welfare is endangered;
  - (c) The nature of the surrounding properties and the benefit to the community shall be considered in relation to the event;
  - (d) Whether compliance with the provision would produce no benefit to the public;
  - (e) Whether previous permits have been issued and the applicant's record of compliance.
3. Time Duration of Variance. A variance may be granted for a specific time interval only.

4. The Chief of Police shall within ten (10) days, deny the application, approve it, or approve it subject to conditions.
5. The Chief of Police's decision may be appealed to the City Council. Notice of appeal should be delivered to the City Recorder. The City Council shall review the application at its next regular meeting and within fifteen (15) days thereof, deny the application, approve it, or approve it subject to conditions.
6. The Chief of Police may at any time before or during the operation of a variance granted by the Chief of Police, revoke the variance for good cause. The City Council may at any time before or during the operation of any variance, revoke the variance for good cause.

**Section 10. Administration and Enforcement.** The Chief of Police for the City shall administer, supervise and perform all acts necessary to enforce this Chapter. The Chief of Police may appoint or assign persons, as he deems necessary to accomplish effective enforcement of this Chapter. Nothing in this Ordinance shall prevent the Police Chief from obtaining voluntary compliance by way of warning, notice or education.

1. Upon citation of a person for a violation of this Chapter, the person issuing the citation may seize the sound-producing device, which was the source of the sound as evidence. The sound-producing device, if seized, shall be impounded subject to disposition of the issued citation and determination by the court whether the sound-producing device shall be returned to the cited person or deemed contraband, subject to section 11, subsection (2) of this Section. It is the intent of this Chapter to avoid such seizures except where the person being cited has received a previous citation within the previous six (6) months for the use of the same or similar sound-producing device. The previous citations may, but need not, occur on the same date as the citation, which prompts the seizure.
2. In addition to any other enforcement procedures, the City Council may, upon its own motion, or upon receipt of a petition requesting hearing by the Council signed by no fewer than ten (10) persons residing in the vicinity of a property upon which is located an alleged violation of this Chapter, issue its order to the person producing or permitting to be produced the sound which allegedly violates this Chapter, to appear before the Council and show cause why the Council should not declare the sound a violation of this Chapter and order the violation abated. Noncompliance with the order may result in the Council referring the order to the City Attorney for injunctive enforcement or prosecution.

## **Section 11. Penalties.**

1. Violation of any provision of this Section shall constitute a Class A violation.
2. In addition to the penalties prescribed in this Chapter, the court may order any sound producing device found to have been used to violate this Chapter seized, confiscated and destroyed as contraband or sold with the proceeds of sale to be deposited in the City general fund.

3. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed \$500.00.
4. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

**Section 12. Severability Clause.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

**Section 13. Savings Clause.** A prosecution which is pending on the effective date of this Ordinance and which arose from a violation of an ordinance repealed by this Ordinance, or a prosecution which is started within one year after the effective date of this Ordinance arising from a violation of an ordinance repealed by this Ordinance, shall be tried and determined exactly as if the Ordinance had not been repealed.

(Ord. 2610 § 1, 2007)



{COMPARABLE STATUTE ONLY}

Under California Penal Code 415, it is illegal for a person to do any of the following:

1. Unlawfully fight in a public place or challenge another person in a public place to fight;
2. Maliciously and willfully disturb another person by loud and unreasonable noise; or
3. Use offensive words in a public place which are inherently likely to provoke an immediate, violent reaction.

Actions that can result in a disturbing the peace charge include challenging another person to a physical fight in a bar, playing music at a high volume to disturb your neighbors and repeatedly using racial or ethnic slurs in a verbal confrontation.

**Penal Code 415 C** is the California statute that defines the crime of "**disturbing the peace**" (and sometimes referred to as "breaching the peace").<sup>1</sup> A person can commit this offense by:

1. Unlawfully fighting, or challenging another person to fight, in a public place,
2. Disturbing another person by loud and unreasonable noise; if this is done willfully and maliciously, and
3. Using offensive words in a public place, if the words are likely to provoke an immediate violent reaction.<sup>2</sup>

So behavior that might violate California's "**disturbing the peace**" statute could include:

- Instigating a fight at a bar with another patron;
- After an argument with your neighbors, turning your outdoor speakers in the direction of their house and turning your music up loud with the goal of disturbing them; and
- Uttering an ugly racial slur to a stranger of a different ethnicity . . . and repeating the slur even after the stranger tells you that he will fight you if you say it again.



**MODEL**

LEAGUE OF OREGON CITIES

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# **Model Noise Ordinance for Oregon Cities**

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**NOVEMBER 2017**



## **FOREWORD**

A city's model noise ordinance regulates the adverse impacts of noise by applying a "reasonable person standard." Using that standard allows cities to avoid spending public funds on purchasing and maintaining noise measurement equipment. The standard also allows enforcement officers to make subjective determinations on what noise is unreasonably loud or raucous under the circumstances. This method of enforcement is simple and cost-effective.

Free speech implications arise when the noise at issue is also a form of speech protected under the Oregon or United States Constitutions. Protected speech is any expression of beliefs through oral speech or expressive conduct that is sufficiently imbued with the elements of communication to implicate the First Amendment to the United States Constitution or Article I, section 8, of the Oregon Constitution. All regulation of protected speech must be content neutral, narrowly tailored, serve a significant governmental interest, and leave open ample alternative channels for communication.

Entrusting enforcement officials with discretion to decide when noise is unreasonable also requires a city to properly train enforcement officials to know when speech is constitutionally protected. If the regulated noise happens to be protected speech, then enforcement is constitutional only if the enforcement is not directed toward the speech's content. Enforcement must be directed towards the speech's noncommunicative elements—such as time, place and manner. Enforcement officers may regulate speech based on the volume, duration, location and timing of the noise, if the basis for the regulation is wholly unrelated to the content or message expressed by the noise.

The League of Oregon Cities' Legal Research Department first drafted this model ordinance in 2006. Minor updates have been made this year to reflect pertinent changes in the law. Any model document provided by the League is intended to be used as a starting point in an individual city's development of its own documents. Each city is unique, and any adopted document or policy should be individually tailored to meet a city's unique needs.

## **DISCLAIMER**

This model is not intended as a substitute for legal advice. Cities should consult with their city attorney before adopting a noise ordinance to ensure that the ordinance submitted complies with all aspects of federal, state and local law.



# MODEL NOISE ORDINANCE

## SECTION

1. Purpose
2. Findings
3. Scope
4. Definitions
5. General Prohibition
6. Noises Prohibited
7. Exemptions
8. Enforcement
9. Penalties
10. Appeal
11. Severability
12. Savings Clause
13. Effective Date

*(Insert your City's Ordaining Clause, e.g., "The People of the City of \_\_\_\_\_ ordain as follows")*

**Section 1. Purpose.** This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of [City] through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

**Section 2. Findings.** The City Council of [City] finds:

- A. Loud and raucous noise degrades the environment of the City to a degree that:
  - 1) Is harmful to the health, welfare and safety of its inhabitants and visitors;
  - 2) Interferes with the comfortable enjoyment of life and property;
  - 3) Interferes with the wellbeing, tranquility and privacy of the home; or
  - 4) Causes and aggravates health problems.
- B. Both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the City's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work and communication.
- C. The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace and freedom of inhabitants of, and visitors to, the City.
- D. Certain short-term easing of noise reductions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the City.



- E. The obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment to the United States Constitution. This ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights.

**Section 3. Scope.** This ordinance applies to the control of all sound originating within the jurisdictional limits of the City.

**Section 4. Definitions.**

- A. “Emergency” means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.
- B. “Emergency work” means any work performed to prevent or alleviate physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.
- C. “City” means City of [Insert City Name].
- D. “City Administrator/Manager” means the City Administrator/Manager of the City or the City Administrator/Manager’s designee.
- E. “Noise Enforcement Officer” means the person appointed by the City Council to enforce the provisions of this ordinance or that officer’s designee.
- F. “Noise Sensitive Area” includes, but is not limited to, real property normally used for sleeping or normally used as a school, church, hospital, or public library.
- G. “Person” means any individual, firm, association, partnership, joint venture, or corporation.
- H. “Plainly audible” means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing faculties.
- I. “Public right of way” means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.
- J. “Public space” means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.
- K. “Residential area” means any real property that contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City’s zoning ordinance.

- L. “Utility Service” means the normal operation of utilities within the City, whether provided by the City or by another entity, including but not limited to water, wastewater, electricity, natural gas, telecommunications and garbage hauling.

## **Section 5. General Prohibition.**

- A. No person shall make or continue to make:
- 1) Any unreasonably loud or raucous noise;
  - 2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity; or
  - 3) Any noise that is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the vicinity of the location from which that noise emanates, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
- B. Factors for determining whether a sound is unreasonably loud or raucous include, but are not limited to:
- 1) The proximity of the sound to sleeping facilities, whether residential or commercial;
  - 2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
  - 3) The time of day or night the sound occurs;
  - 4) The duration of the sound; and
  - 5) Whether the sound is recurrent, intermittent, or constant.

**Section 6. Noises Prohibited.** The following acts are declared to be per se violations of this ordinance. This enumeration does not constitute an exclusive list:

- A. Unreasonable Noises: The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous, or unusual noise, disturbance, commotion, or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.
- B. Vehicle Horns, Signaling Devices, and Similar Devices: The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle or other vehicle

on any right of way or in any public space of the City, for more than ten consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.

- C. Non-Emergency Signaling Devices: Sounding any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for non-emergency purposes, from any place for more than ten consecutive seconds in any hourly period.
- D. Emergency Signaling Devices: The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle or similar emergency signaling device, except in an emergency or except as provided in the following:
  - 1) The testing of any emergency signaling device shall occur between 7 a.m. and 7 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.
  - 2) Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, shall terminate within 15 minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this ordinance.
- E. Radios, Televisions, Boomboxes, Phonographs, Stereos, Musical Instruments and Similar Devices: The use or operation of a radio, television, boombox, stereo, musical instrument, or similar device, including but not limited to computers, mp3 players, and cellular phones, that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space. The use or operation of a radio, television, boombox, stereo, musical instrument or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs the peace, quiet and comfort of neighbors in residential or noise sensitive areas, including multi-family or single-family dwellings.
- F. Loudspeakers, Amplifiers, Public Address Systems and Similar Devices: The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system or other device for producing or reproducing sound between the hours of 10 p.m. and 7 a.m. on weekdays, and 10 p.m. and 10 a.m. on weekends and recognized city holidays in the following areas:
  - 1) Within or adjacent to residential or noise sensitive areas; or
  - 2) Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

This provision shall not apply to any public performance, gathering, or parade for which a permit has been obtained from the City or for which the City is hosting.

- G. Yelling, Shouting and Similar Activities: Yelling, shouting, hooting, whistling or singing in residential or noise sensitive areas or in public places, between the hours of 10 p.m. and 7 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing, or other factors not based on content.
- H. Animals and Birds: Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls, or otherwise cares for the animal or bird.
- I. Loading or Unloading Merchandise, Materials, Equipment: The creation of unreasonably loud, raucous and excessive noise relating to the loading or unloading of any vehicle at a place of business or residence.
- J. Construction or Repair of Buildings, Excavation of Streets and Highways: The construction, demolition, alteration, or repair of any building or the excavation of streets and highways other than between the hours of 7 a.m. and 7 p.m. on weekdays. In cases of emergency, construction or repair noises are exempt from this provision. In non-emergency situations, the City Administrator/Manager may issue a permit, upon application, if the City Administrator/Manager determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 7 p.m. and 7 a.m. will not be impaired, and if the City Administrator/Manager further determines that loss or inconvenience would otherwise result. The permit shall grant permission in non-emergency cases for a period of not more than thirty days. The permit may be renewed once for a period of thirty days or less.
- K. Noise Sensitive Areas (Schools, Courts, Churches, Hospitals and Similar Institutions): The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.<sup>1</sup>
- L. Blowers, and Similar Devices: In residential or noise sensitive areas, between the hours of 7 p.m. and 7 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous and can be heard across the property line of the property from which it emanates.

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<sup>1</sup> If a city includes Section 6(K) in its noise ordinance, the city should double-check their sign code to be sure that the signs mentioned in Section 6(K) are permitted under the sign code. If not, the city should consider making an exemption in the sign code to allow signs under Section 6(K).

- M. Commercial Establishments Adjacent to Residential Property: Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under control of the establishment, between the hours of 10 p.m. and 7 a.m. that is plainly audible at a distance of five feet from any residential property. [Cities with mixed-use buildings that include both commercial and residential establishments may consider an exemption from this prohibition or a separate prohibition that applies to those buildings.]

**Section 7. Exemptions.** Sounds caused by the following are exempt from the prohibitions set out in Section 6 and are in addition to the exemptions specifically set forth in Section 6:

- A. Motor vehicles on traffic ways of the City, provided that the prohibitions of Section 6(B) and (D)(2) continue to apply.
- B. Repairs of utility structures that pose a clear and immediate danger to life, health, or significant loss or property.
- C. Sirens, whistles or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in Section 6(D) continues to apply.
- D. The emission of sound to alert persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- E. Repairs or excavations of bridges, streets or highways by or on behalf of the City, the State or the federal government, between the hours of 7 p.m. and 7 a.m., when the public welfare and convenience renders it impractical to perform the work between 7 a.m. and 7 p.m.
- F. Reasonable activities conducted on public playgrounds and public or private school grounds that are conducted in accordance with the way such spaces are generally used, including but not limited to school athletic and school entertainment events.
- G. Outdoor gatherings, public dances, shows, sporting events and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority or is being sponsored by the City.
- H. Noise emanating from the combustion, detonation, or concussion caused by using fireworks or other similar devices, from July 1 until July 5 of each year.
- I. [If the City hosts an event unique to the City, such as an air show or parade, the City may want to consider creating another exemption specific to that event.]

**Section 8. Enforcement.** The City Administrator/Manager, Police Chief, Noise Enforcement Officer, or any designee(s) thereof will have primary responsibility for the enforcement of the noise regulations contained in this ordinance. Nothing in this ordinance shall prevent the City Administrator/Manager, Police Chief or Noise Enforcement Officer from obtaining voluntary compliance by way of warning, notice, or education.



## **Section 9. Penalties.**

- A. A person who violates a provision of this ordinance is guilty of an infraction, which is punishable by a fine not to exceed \$500.00.
- B. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate infraction, and may be punished separately.

**Section 10. Appeals.** Any person found to have violated any provision of this ordinance under Section 8 and assessed a penalty under Section 9 has the right to appeal that determination to the City Council. Notice of an appeal under this Section must be filed within 30 days of a finding under Section 8 or the assessment of a penalty under Section 9, whichever is later.

- A. Every person taking an appeal under this Section has the right to appear before the City Council, to have the allegations explained, and to be heard on the matter. The City Council has the authority to set rules of procedure to govern a hearing under this Section.
- B. In any appeal under this Section, the City Council must consider the facts *de novo* and render a decision independently of any prior finding under Section 8.

**Section 11. Severability Clause.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part of this ordinance shall not affect the validity of the remaining parts to this ordinance.

**Section 12. Savings Clause.** A prosecution that is pending on the effective date of this ordinance and arose from a violation of an ordinance repealed by this ordinance, or a prosecution started within one year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

**Section 13. Effective Date.** This ordinance is effective on \_\_\_\_\_.

## MISCELLANEOUS NOTES & COMMENTS CONCERNING NOISE ORDINANCES

**Reasonable Person Standard vs. Objective Standard:** Several Oregon cities have noise ordinances based on decibel standards. While these ordinances are more objective than ordinances using the reasonable person standard, they present unique problems. The cost of purchasing sound level meters, testing and calibrating equipment and training staff can be prohibitive. Meters capable of being certified for prosecutions can cost several times the amount of a generic meter.

The reasonable person standard regulates noise that is either “unreasonably loud” or “plainly audible.” The “unreasonably loud” and “plainly audible” standards used in the model ordinance avoid the need for expensive decibel testing equipment. The plainly audible standard prohibits noise from being generated that is detectable by the human ear of normal sensitivity in certain locations at certain times. The unreasonable noise standard has been the subject of litigation in Oregon. Oregon courts have interpreted the term “unreasonable” as meaning “not conformable to reason, irrational, not governed or influenced by reason, immoderate, excessive, exorbitant, foolish, unwise, absurd, silly, preposterous, senseless and stupid.” *State v. Marker*, 21 Or App 671 (1975). The word “noise” is interpreted as meaning “a sound; loud, confused, or senseless shouting; any sound that is undesired or that interferes with something to which one is listening; an unpleasing sound; a sound that lacks agreeable music quality or is noticeably loud, harsh or discordant, inarticulated and confused sound.” *Id.*

**Definitions:** The model ordinance’s definitions are listed in alphabetical order. Definitions set forth in the model ordinance should be compared to definitions existing in the city charter or other ordinances to minimize conflicts between definitions.

**Noise Enforcement Officers:** Cities should ensure that every Noise Enforcement Officer (or any individual tasked with enforcing the noise ordinance) has reviewed the appropriate materials to assist in enforcement of the ordinance. Noise Enforcement Officers should have a strong understanding of the general constitutional problems that may be encountered when they respond to a noise complaint.

#### 6-1-6.1 - Noise control.

(A) Definitions. The following terms and definitions shall apply in this Chapter unless the context requires otherwise:

A SCALE (dBA) means the sound level in decibels measured using the A-weighted network as specified in American National Standard Specification for Sound Level Meters (ANSI S1.4-1971).

DECIBEL (dB) means a unit for measuring the volume of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure is twenty (20) micropascals (twenty (20) micronewtons per square meter).

DOMESTIC TOOLS means power tools or equipment used for home or building repair, maintenance, alteration or other home manual arts projects, including but not limited to powered hand tools, lawnmowers, garden equipment and snow removal equipment.

IDLING SPEED means that speed at which an engine will run when no pressure is applied to the accelerator or accelerator linkage.

MOTOR VEHICLE means any land vehicle, which is, or is designed to be, self-propelled.

NOISE SENSITIVE means any use of a church, temple, synagogue, day care center, hospital, rest home, retirement home, group care home, school, dwelling unit (single-family dwelling, duplex, triplex, multifamily dwelling, or mobile home) or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

PERSON means and includes, in addition to any individual, any public or private corporation, association, partnership or other legally recognized public or private entity.

PLAINLY AUDIBLE means unambiguously communicated to the listener. Plainly audible sounds include, but are not limited to, understandable musical rhythms, understandable spoken words and vocal sounds other than speech, which are distinguishable as raised, or normal.

SOUND LEVEL in dBA, means the weighted sound pressure level, measured by the use of an A-weighted sound level meter set at a fast meter response.

SOUND LEVEL METER means a sound level measuring device, either Type I or Type II, as defined by American National Standard Specification for Sound Level Meters (ANSI S1.4-1971).

SOUND PRODUCING DEVICE means and includes but is not limited to:

1. Loudspeakers, public address systems;
2. Radios, tape recorders and/or tape players, phonographs, television sets, stereo systems including those installed in a vehicle;
3. Musical instruments, amplified or unamplified;
4. Sirens, bells;
5. Vehicle engines or exhausts, when the vehicle is not on a public right-of-way, particularly when the engine is operated above idling speed;
6. Vehicle tires, when caused to squeal by excessive speed or acceleration;
7. Domestic tools, including electric drills, chain saws, lawnmowers, electric saws, hammers and similar tools, but only between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. of the following day;
8. Heat pumps, air conditioning units and refrigeration units, including those mounted on vehicles.

(B) Sound Measurement.

1. If measurements are made, they shall be made with a sound level meter. The sound level meter shall be an instrument in good operating condition, meeting the requirements of a Type I or

Type II meter, as specified in ANSI Standard 1.4-1971. For purposes of this Chapter, a sound level meter shall contain at least an A-weighted scale, and both fast and slow meter response capability.

2. If measurements are made, personnel making those measurements shall have completed training in the use of the sound level meter, and measurement procedures consistent with that training shall be followed.
3. Measurements may be made at or within the boundary of the property on which a noise sensitive unit, which is not the source of the sound, is located, or within a noise sensitive unit, which is not the source of sound.
4. All measurements made pursuant to this Chapter shall comply with the provisions of this Section.

(C) Noise Disturbance Prohibited.

1. It is unlawful for any person to knowingly create, assist in creating, permit, continue or permit the continuance of any noise disturbance.
2. The following acts are declared to be noise disturbances. This list is not exclusive.
  - (a) Dynamic Braking Devices. Using any dynamic braking device on any motor vehicle, except to avoid imminent danger to persons or property. A dynamic braking device commonly referred to, as a Jake or Jacobs brake, is one used primarily on trucks and buses to convert a motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without the use of wheel brakes.
  - (b) Idling Engines on Motor Vehicles. Operating for more than fifteen (15) consecutive minutes any idling engine in such a manner as to be plainly audible within any dwelling unit between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.
  - (c) Motor Vehicle Repair and Testing. Repairing or testing any motor vehicle in such a manner as to be plainly audible within any dwelling unit between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.
  - (d) Steam Whistles. Blowing any steam whistle attached to any stationary boiler.
  - (e) Sirens. Sounding a siren.
  - (f) Exhausts. Discharging into the open air the exhaust of any steam engine, internal combustion engine or any mechanical device operated by compressed air or steam without a muffler, or with a sound control device less effective than that provided on the original engine or mechanical device.
  - (g) Exceeding Maximum Permissible Noise Levels. Producing or permitting the production of sound which, when measured at or within the boundary of the property of a noise sensitive unit which is not the source of the sound and exceeds:
    - i. Sixty (60) dBA at any time between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. the following day, or
    - ii. Seventy (70) dBA at any time between seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. the same day.
  - (h) Plainly Audible Sound. Producing or permitting the production of sound which is plainly audible:
    - i. Within a noise sensitive unit, which is not the source of the sound, at any time between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. the following day.
    - ii. On a public right-of-way at a distance of fifty (50) feet or more from the source of the sound at any time.

- (i) Domestic Tools. Operating domestic power equipment in such a manner as to be plainly audible within any dwelling unit other than the source of the sound.
  - (j) Excessive Tire Noise. Operating motor vehicle on any public street or premises open to the public in such a manner as to cause any squealing or screeching noise from the tires of such motor vehicle as a result of unnecessarily rapid acceleration, regardless of whether or not the production of such noise was an intended result of said acceleration.
  - (k) Noise resulting from emergency action to avoid imminent danger to a person or property is exempt from this prohibition.
- (D) Exceptions. Notwithstanding the provisions of subsection (C) of this Section, the following exceptions from this Chapter are permitted when conditions therefor are met:
  1. Sounds caused by organized athletic or other group activities, when such activities are conducted on property generally used for such purposes, including parks, schools, churches, athletic fields and waterways; provided, however, that said exception shall not impair the City's power to declare such events or activities otherwise to violate other laws, ordinances or regulations.
  2. Sound made by an emergency vehicle, as defined in ORS 487.005, when responding to or from an emergency or when in pursuit of an actual or suspected violator of the law.
  3. Sounds caused by sources regulated as to sound production by federal law, including, but not limited to, sounds caused by railroad, aircraft or commercially licensed watercraft operations.
  4. Sounds made by warning devices to protect persons or property from imminent exposure to danger; provided, however, that burglar or fire alarms shall not operate continuously for more than fifteen (15) minutes.
  5. Sounds made by work necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from imminent exposure to danger.
  6. Sounds caused by industrial, agricultural or construction organizations or workers during their normal operations between the hours of seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M.
  7. Sounds made by activities by or on direction of the City in maintenance, construction or repair of public improvements in public rights-of-way or easements.
  8. Sounds made between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. which are made by or in simulation of bells and chimes and whose purpose is to denote the time of day and which do not exceed three (3) minutes in length.
- (E) Variances. Any person who is planning the use of a sound-producing device, which may violate any provision of this Chapter, may apply to the Chief of Police for a variance from such provision.
  1. Application. The application for a variance shall be in writing on a form provided by the City and shall include an application fee in the amount determined by Council resolution. The applicant shall submit information regarding the date, time and location of the activity or event that will generate the noise for which a variance is being sought, the reasons the variance is being requested and any other information requested by the Chief of Police. The application shall not be received until all the requested information and application fee has been submitted.
  2. Review Considerations. The Chief of Police shall consider:
    - (a) The nature and duration of the sound emitted;
    - (b) Whether the public health, safety or welfare is endangered;
    - (c) The nature of the surrounding properties and the benefit to the community shall be considered in relation to the event;
    - (d) Whether compliance with the provision would produce no benefit to the public;
    - (e) Whether previous permits have been issued and the applicant's record of compliance.



3. Time Duration of Variance. A variance may be granted for a specific time interval only.
  4. The Chief of Police shall within ten (10) days, deny the application, approve it, or approve it subject to conditions.
  5. The Chief of Police's decision may be appealed to the City Council. Notice of appeal should be delivered to the City Recorder. The City Council shall review the application at its next regular meeting and within fifteen (15) days thereof, deny the application, approve it, or approve it subject to conditions.
  6. The Chief of Police may at any time before or during the operation of a variance granted by the Chief of Police revoke the variance for good cause. The City Council may at any time before or during the operation of any variance, revoke the variance for good cause.
- (F) Administration and Enforcement. The Chief of Police for the City shall administer, supervise and perform all acts necessary to enforce this Chapter. The Chief of Police may appoint or assign persons, as he deems necessary to accomplish effective enforcement of this Chapter.
1. Upon citation of a person for a violation of this Chapter, the person issuing the citation may seize the sound-producing device, which was the source of the sound as evidence. The sound-producing device, if seized, shall be impounded subject to disposition of the issued citation and determination by the court whether the sound-producing device shall be returned to the cited person or deemed contraband, subject to subsection (G)(2) of this Section. It is the intent of this Chapter to avoid such seizures except where the person being cited has received a previous citation within the previous six (6) months for the use of the same or similar sound-producing device. The previous citations may, but need not, occur on the same date as the citation, which prompts the seizure.
  2. In addition to any other enforcement procedures, the City Council may, upon its own motion, or upon receipt of a petition requesting hearing by the Council signed by no fewer than ten (10) persons residing in the vicinity of a property upon which is located an alleged violation of this Chapter, issue its order to the person producing or permitting to be produced the sound which allegedly violates this Chapter, to appear before the Council and show cause why the Council should not declare the sound a violation of this Chapter and order the violation abated. Noncompliance with the order may result in the Council referring the order to the City Attorney for injunctive enforcement or prosecution.
- (G) Penalties.
1. Violation of any provision of this Section shall constitute a Class A violation.
  2. In addition to the penalties prescribed in this Chapter, the court may order any sound producing device found to have been used to violate this Chapter seized, confiscated and destroyed as contraband or sold with the proceeds of sale to be deposited in the City general fund.

(Ord. 2610 § 1, 2007)



JACOBS

August 24 –



September 20  
2019 Report

September  
2019

Prepared by JACOBS for  
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

# Monthly Business Review

PUBLIC WORKS DEPARTMENT

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## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES AUGUST 24 – SEPTEMBER 20:

- Installed new cross walk flags at Verde Dr and W. Idaho Ave
- Flashing LED crosswalk sign were installed at the High School.
- Finished the crosswalk painting throughout town.
- 7 benches were installed downtown on S. Oregon St.
- Applied herbicide to the weeds in the city owned right of way
- Picked up trash and debris on the E. Idaho Ave/ODOT swell area
- Started trimming trees in town
- Received the new Cimline M2 crack seal machine and received a 1 day training
- 3 staff received the loader training
- Removed weeds and trash on N. Oregon St. along the freeway
- Housekeeping around the PW shop and yard
- Water maintenance throughout town.
- Sign maintenance throughout town
- Finished the Hot tape for the season
- Started Crack sealing again with the cooler weather and will continue through the fall.
- Worked on removing mud from the TVCC 24" storm line
- Swept the primary and secondary route in town
- Picked up trash along E. Idaho in the ODOT swells
- Cleared problem catch basins during the rain events
- Crews cleaned 3 lift station wet wells
- A pump failed and replaced with a spare at Malheur lift station. The fail pump was taken in to be rebuilt.
- 23 water services were turned on customer request
- 11 water services were shut off customer request
- 33 water services were on/off read only customer request
- 53 water services were shut off for non-payment
- 42 water services were turned on for payment received
- 7 water meters were changed out for non-functioning
- 8 water meters were shut off for repair
- 7 water meters were turned on and verified leaks were repaired by customer
- 7 water meters were checked for leaks
- 1 water meters were checked for consumption issues



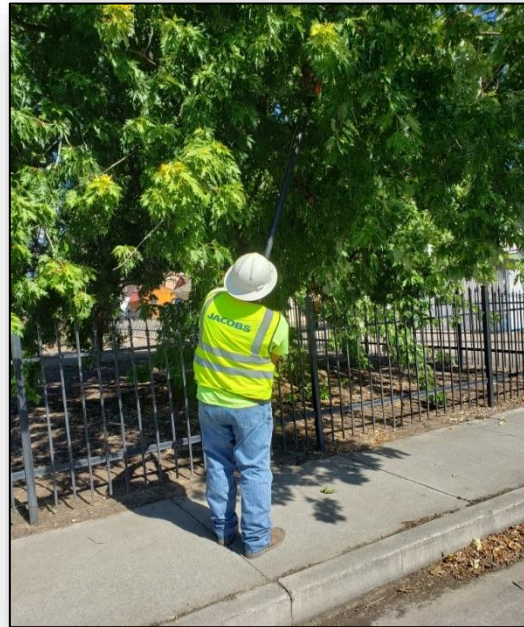
**New Cimline crack seal training**

## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES AUGUST 24 – SEPTEMBER 20:

- 6 water services were checked to verify still off from the non-payment list
- 1 new water meters were installed
- 52 utility locates were complete

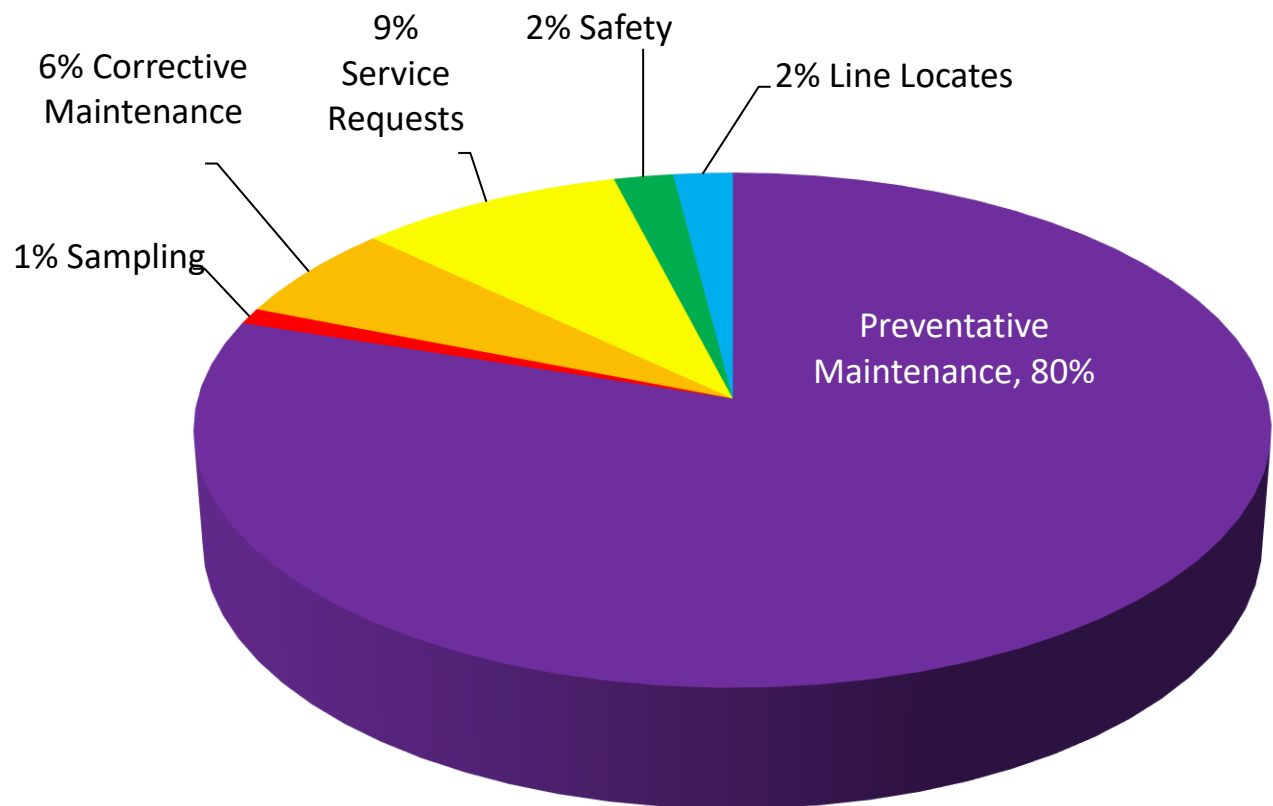
**Both: Staff trimming trees  
in the SW part of town**





## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**Work Orders  
August 24 – September 20  
Actual Hours by Work Order Type**



## WATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 24 – SEPTEMBER 20:

- Snake River flows continue to fluctuate causing turbidities, pH, alkalinity to fluctuate
- Divers started the 5-year reservoir inspection, including cleaning and video of the inspections
- Staff finished painting the old WTP and the river pump building
- With the fluctuation of the river, crews are jar testing multiple times a week to ensure the chemical dosing is correct for the river water quality
- 4<sup>th</sup> quarter UCMR4 samples were taken and sent for analysis

**Jacobs staff painting the exterior of the old WTP**



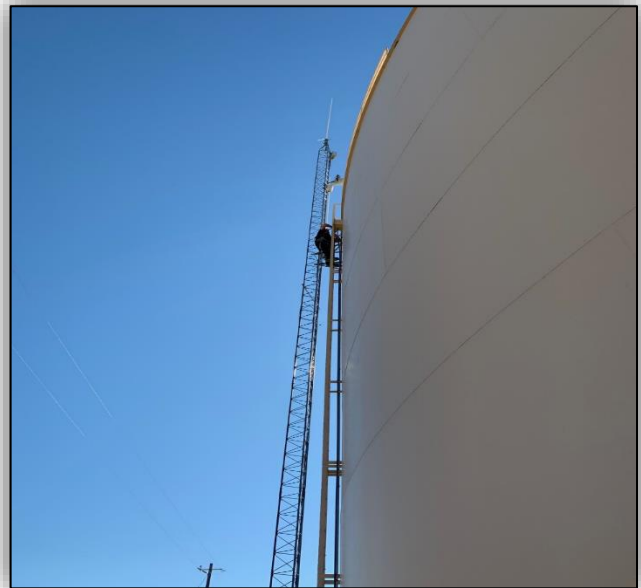
## **WATER TREATMENT PLANT SUMMARY**

**ACTIVITIES AUGUST 24 – SEPTEMBER 20:**



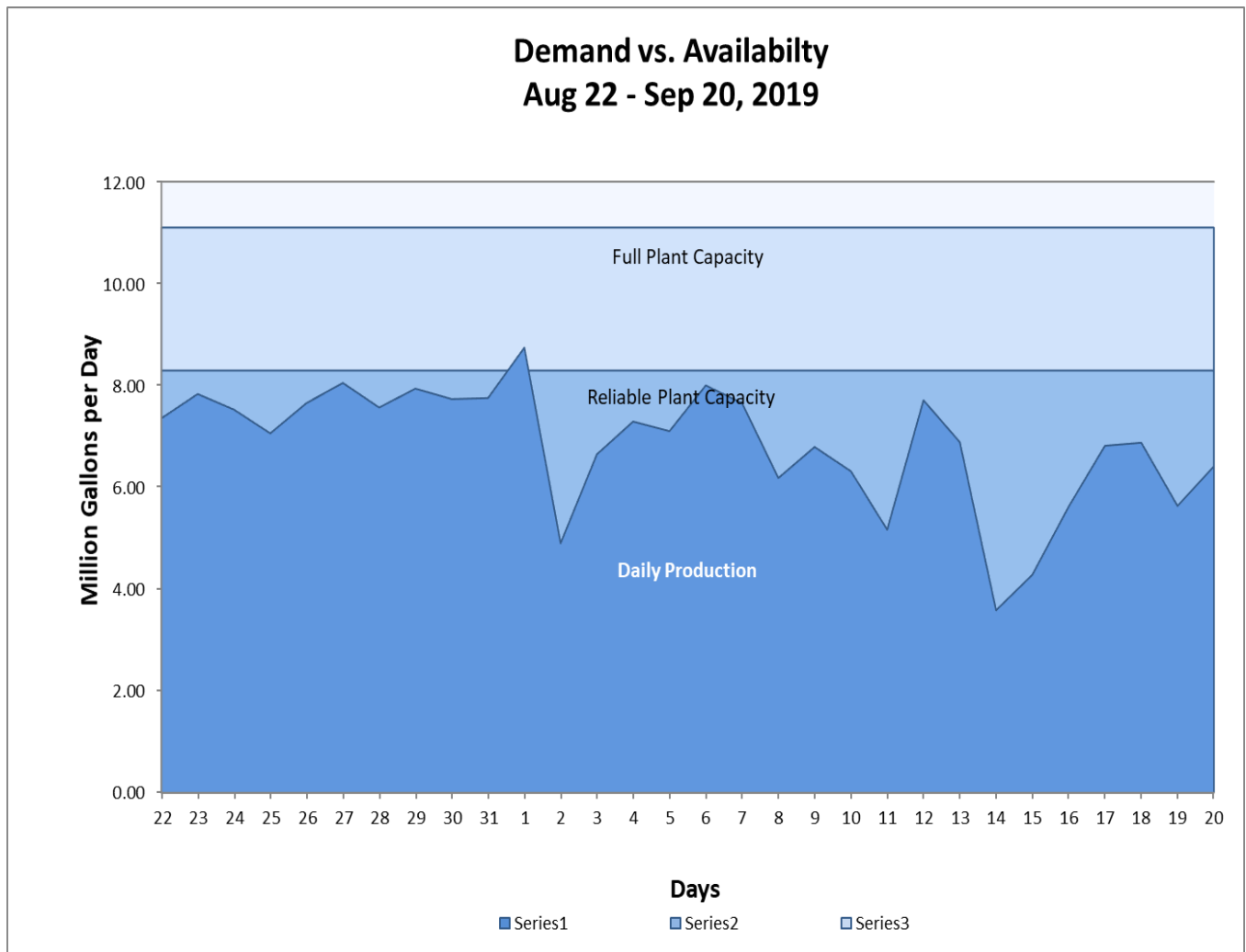
**Left: reservoir inspection crew at  
Westside booster station**

**Right: Diver climbing ladder  
to start the inspection of  
Westside booster station**



## WATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 24 – SEPTEMBER 20:



## WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 24 – SEPTEMBER 20:

- Annual aerator maintenance continues
- The farmer has harvested 3 pivots of alfalfa from Skyline Farms.
- With the increased algae activity in the lagoons, crews have had to increase the cleaning frequency of the chlorine contact basins.
- Staff members continue weed control around the facilities.
- Crews cleaned both sides of the chlorine contact basin.
- Odors at the WWTP remain normal
- Flows are intermittent to Skyline reservoir as inventories become available
- The Ph adjustment plan is underway as part of the new NPDES permit.
- A chlorine leak was found and modifications were made to repair the system.

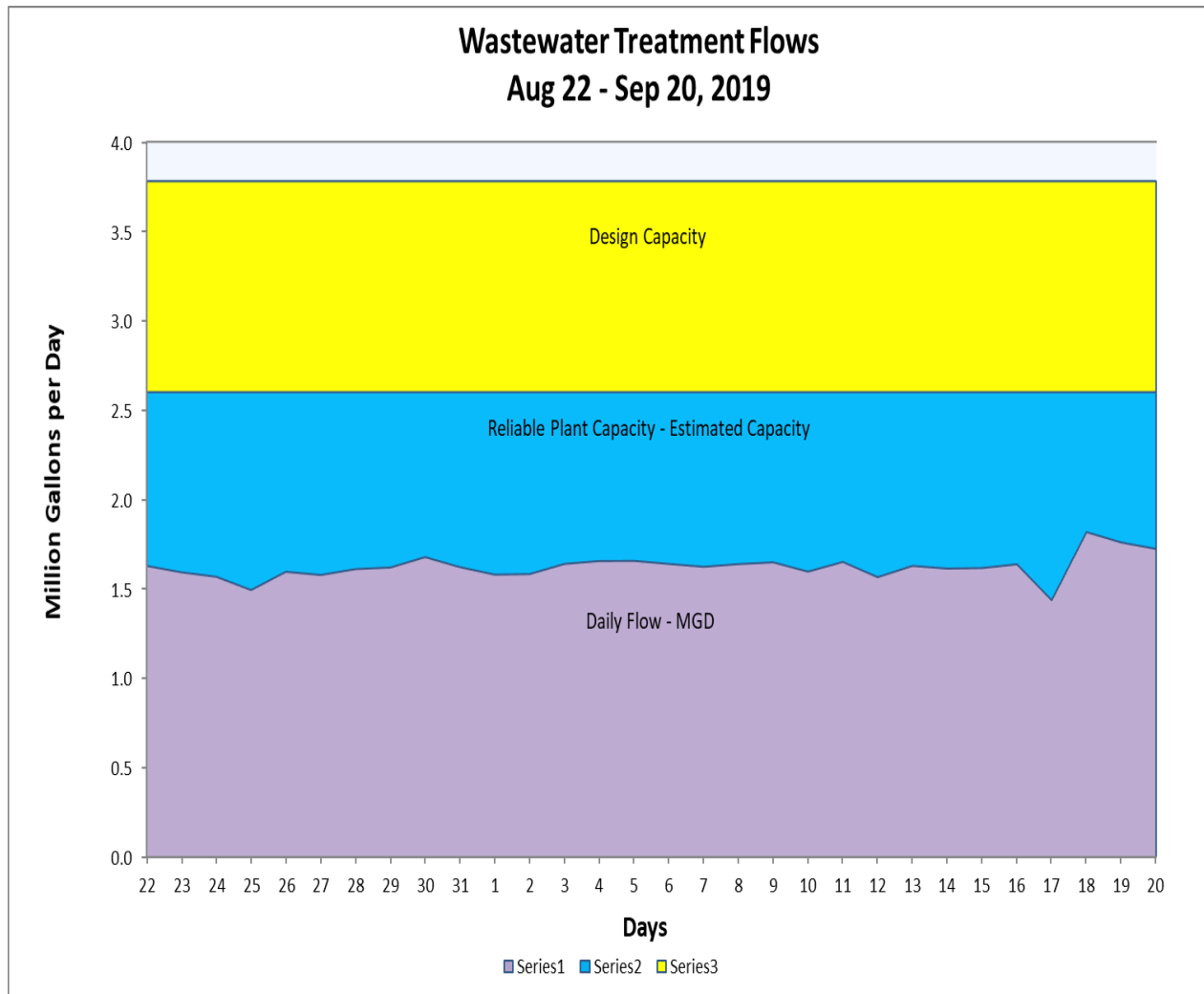


**WWTP staff working on landscaping**



## WASTEWATER TREATMENT PLANT FLOWS

ACTIVITIES AUGUST 24 – SEPTEMBER 20:



## **PARKS AND CEMETERY SUMMARY**

### **ACTIVITIES AUGUST 24 – SEPTEMBER 20:**

- There were 7 burials at Evergreen Cemetery and 0 at Sunset Cemetery.
- Lawn mowing at all City Parks and trash removal.
- Normal activities including regular maintenance of parks and cemeteries; weed spraying.
- We are soliciting bids for a new Exmark mower for the Cemetery
- We have had a rise in vandalism on the sprinklers in the parks this month.
- The irrigation times have been cut back due to the reduced temperatures we have had.

## **ENGINEERING SUMMARY**

### **ACTIVITIES AUGUST 24 – SEPTEMBER 20:**

- Issued 2 Right-of-Way permits.
- Issued 1 new address to residential lot
- Attended 1 PDAC meetings to discuss the addition of new business.
- Attended 1 PDAC meeting to discuss the vacation and replot of 2 tax lots
- Attended monthly safety meeting.
- Inspected 1 abandoned backflow device and 1 sprinkler system.

## 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 that 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 SRCl. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 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 Division is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and 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 decorations on street lights during the Christmas season and replacing them with 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 months to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging resulting from water and sun, 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 8 years with minimal maintenance required. The city chipseals approximately 7 miles of streets per year.

## APPENDIX CONTINUED

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 comes from the Snake River and 20 percent comes from wells. Two plants treat the 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, which meet the compliance of the Oregon Health Authority.

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including SRCl.

The water treatment plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 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 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 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 SRCl. The prison accounts for approximately 16 percent of the flow to the plant.

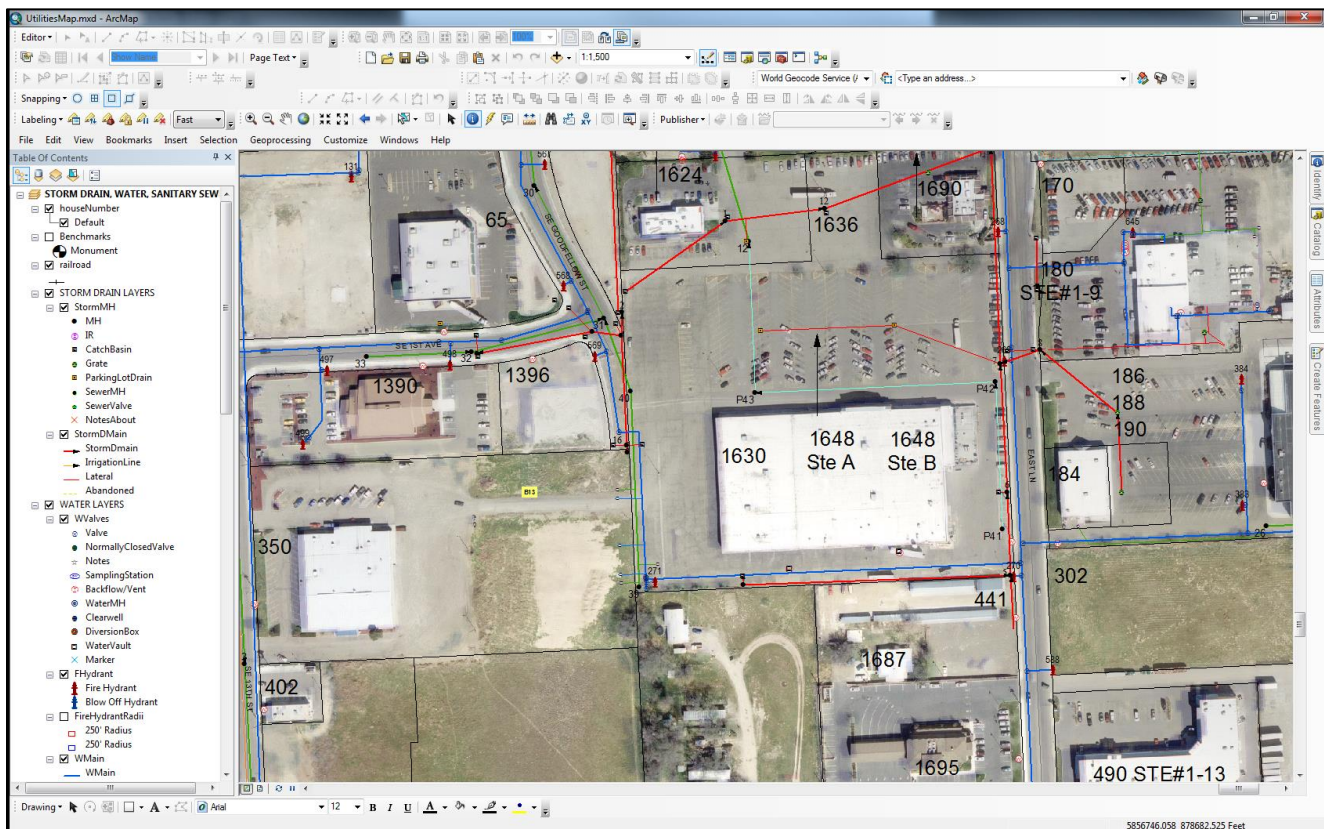
Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment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

Average discharge volume is approximately 1.5 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.

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.

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 by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.







*September 2019 ACTIVITY REPORT*



September 2019



### **Emergency Medical:**

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

|              |            |
|--------------|------------|
| <b>CITY</b>  | <b>149</b> |
| <b>RURAL</b> | <b>19</b>  |

**4 of these emergency calls required back-up crews to be called in to respond to 2<sup>nd</sup> 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.)

|              | <b>TOTAL</b> | <b>General</b> | <b>Mutual Aid</b> |
|--------------|--------------|----------------|-------------------|
| <b>CITY</b>  | <b>17</b>    | <b>3</b>       | <b>1</b>          |
| <b>RURAL</b> | <b>7</b>     | <b>3</b>       | <b>2</b>          |

**2 of these emergency calls required back-up crews to be called in to respond to 2<sup>nd</sup> call.**

### **TOTAL CALLS FOR MONTH**

|              |            |
|--------------|------------|
| <b>CITY</b>  | <b>166</b> |
| <b>RURAL</b> | <b>26</b>  |

### **FIREFIGHTER TRAINING:**

*8/27/19 Equipment repair and maintenance*

*9/3/19 Case reviews on two extensive motor vehicle crashes and strokes*

*9/17/19 Rope techniques for rescue and fire operations*

*9/18/19 Joint training with TVP case reviews*

*9/24/19 Denver drill rescues*

*9/24/19 Haz-Mat operations*



September 2019



### **PERMITS ISSUED:**

*City Open Burns 2*

*City Burn Barrels 0*

*Rural Open Burns 49*

*Rural Burn Barrels 17*

### **INSPECTIONS:**

*8/29/19- St. Al's Kitchen remodel.*

*9/9/19- St. Peter's school*

*9/20 /19- The Body Shop Fitness Center*

*9/20/19- Canyon Village Fire wall separation*

### **COMMUNITY INVOLVEMENT:**

*8/30 /19-Alameda Elementary Hero Walk/Run*

*9/11/19- Patriot Day 9/11 Ceremony*

*9/14/19- Fire Hydrant painting project*

*9/14/19- Fire station tour*









September 2019



## **Summary of Calls of Interest:**

### **City Incidents:**

**8/23 403 Ennis Nyssa** 101 and 101 responded to a house fire. Once on scene the crews were used to assist suppression crews currently fighting fire. Crews were working with pockets of fire in attic space and getting the wood shingles that were burning under the composite shingles. 101 crews mostly stayed exterior in a defensive strategy.

**8/30 463 NW. 1st St.** 156 responded to grass fire threatening a house. The fire started near the main entrance of the residence, near an outdoor BBQ that was used as a smoking area. Also a lighter was present. The fire spread outward toward the residence and toward the south fence. It appeared the dry grass in the front yard as well as other trash and debris allowed for fire spread. The fire spread to the home siding but it appeared none of the siding was damaged. The fire was knocked down by the neighbors and a garden hose. FF L. Gutierrez used a booster reel to cool any remaining hot spots on the area around the home.

**8/30 92 E. Idaho** Car fire out upon arrival.

**8/31 SE. 10<sup>th</sup> St. and SE. 5<sup>th</sup> ave.** A bale of hay was smoldering.

**9/4 180 East Ln.** R1 paged for a dumpster fire behind Subway on East Lane. R1 found a dumpster full of cardboard full involved; R1 put the fire out and cleared the scene.

**9/10 1927 Thomas Cir.** Dispatched for a smoke smell in a residential house. R 1 arrived on scene to find no smoke showing. Inside there was a light haze and an electrical smell. We used the TIC to check for hot spots. The occupant had already shut the main power breaker off. We turned the breaker back on and found that the furnace had turned on and shorted out. We turned off two power switches on the furnace as well as the 220V breaker to the furnace.

**9/13 607 NW. 16<sup>th</sup> St.** R1 responded to a carbon monoxide detector activation that turned out to be a weak battery.

**9/18 SE. 5<sup>th</sup> ave and Railroad tracks** R1 paged to assist Ontario PD with a thermal imaging camera in searching for a suicidal person.

**9/19 382 E. Idaho** Taco Bell had a smoke smell but nothing was found.

**9/20 221 S. Oregon #9** Smoke scare they had a burner on the stove melt off some wax and smoked up the apt and into the hallway.

**9/21 1572 Arcata** Electrical wiring scare. The crew checked it out and occupant was advised to call the landlord.





September 2019



## **Rural Incidents:**

**8/26 4445 Riata Circle** R-1 dispatched to for a smoke alarm malfunction R-1 checked house for smoke. House was clear. R-1 found and removed the smoke alarm in the hallway R-1 advised home owner to replace all smoke alarms due to them being 12 years old.

**8/31 4935 Grandview Ln.** Carbon monoxide malfunction, the crew replaced the battery in the detector.

**9/8 2245 NE. 19<sup>th</sup> ave.** 155 arrived on scene at a hay stack fire, supplied Payette portable tank through rear dump valve. The crew helped extinguish hay stack fire with Payette attack lines. 155 went through 3 full tanks of water, and were asked to use deluge gun, Payette truck was not working properly.

**9/16 524 Peterson** Dispatched for a possible structure fire. R1 arrived on scene to find smoke showing from an RV behind a residence. The owner had put most of the fire out with a garden hose. the owner declined medical attention. We used a one-inch booster line to put out hot spots. 155 arrived on scene and assisted with manpower.

**9/18 HWY 20 west of Harper** Motor vehicle crash with extrication with four victims and two fatalities.

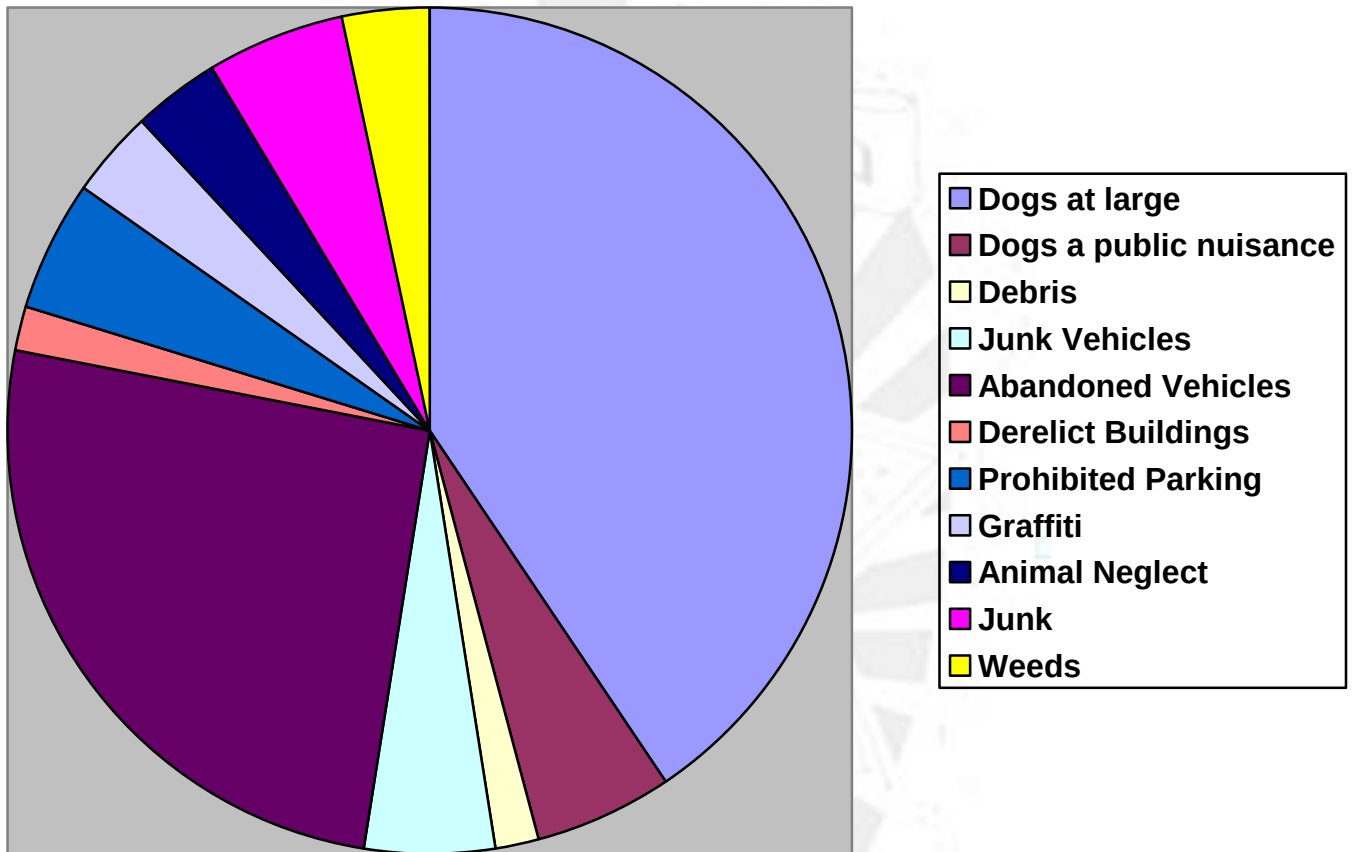


# ONTARIO POLICE DEPARTMENT

444 SW 4<sup>TH</sup> STREET, ONTARIO, OR 97914

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

## Code Enforcement Stats SEPTEMBER 2019



|                                       |    |
|---------------------------------------|----|
| Total Cases                           | 93 |
| Debris (Garbage, junk, scrap, debris) | 1  |
| Dogs running at large                 | 24 |
| Dogs taken to Ani-Care                | 12 |
| Junk Vehicles                         | 3  |
| Junk                                  | 6  |
| Weeds                                 | 2  |
| Derelict Buildings Registered         | 1  |

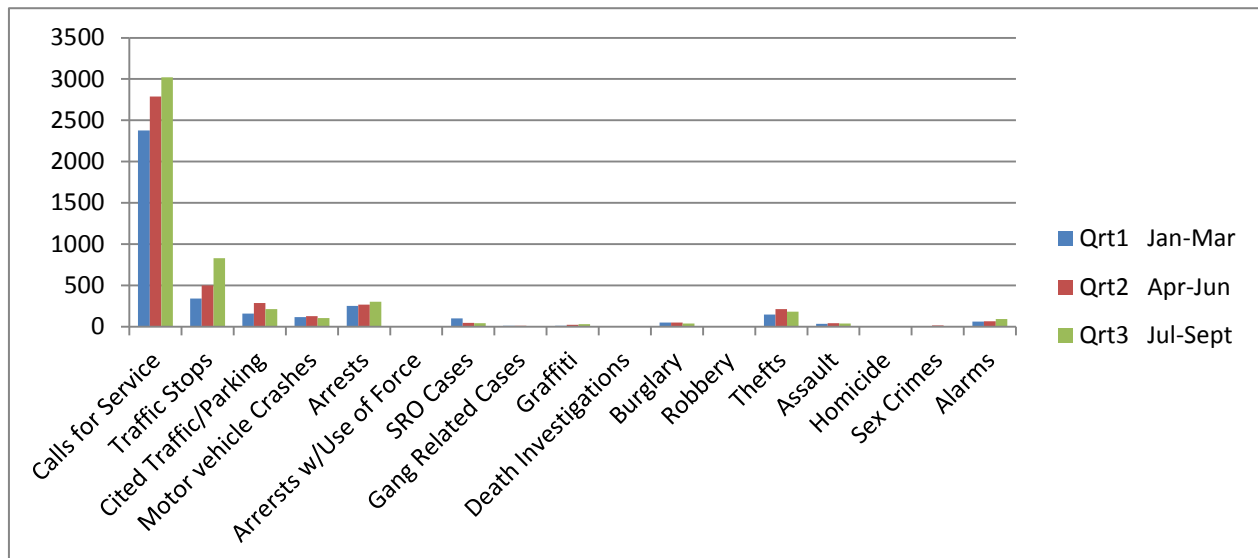


**Lt. Jason Cooper**  
**Ontario Police Department**  
 444 SW 4th Street, Ontario, OR 97914

# Police Stat Report

## 2019

| Activity               | Month of September | Month of August | Year to Date | Qrt1 Jan-Mar | Qrt2 Apr-Jun | Qrt3 Jul-Sept | Qrt4 Oct-Dec |
|------------------------|--------------------|-----------------|--------------|--------------|--------------|---------------|--------------|
| Calls for Service      | 944                | 1023            | 8189         | 2379         | 2790         | 3020          |              |
| Traffic Stops          | 351                | 249             | 1672         | 341          | 501          | 830           |              |
| Cited Traffic/Parking  | 79                 | 68              | 660          | 160          | 287          | 213           |              |
| Motor vehicle Crashes  | 36                 | 39              | 348          | 116          | 128          | 104           |              |
| Arrests                | 103                | 103             | 825          | 254          | 268          | 303           |              |
| Arrests w/Use of Force | 1                  | 1               | 14           | 5            | 4            | 5             |              |
| SRO Cases              | 37                 | 7               | 191          | 100          | 47           | 44            |              |
| Gang Related Cases     | 7                  | 2               | 35           | 13           | 12           | 10            |              |
| Graffiti               | 8                  | 20              | 66           | 12           | 24           | 30            |              |
| Death Investigations   | 0                  | 1               | 7            | 1            | 3            | 3             |              |
| Burglary               | 12                 | 14              | 142          | 51           | 50           | 41            |              |
| Robbery                | 0                  | 0               | 9            | 6            | 3            | 0             |              |
| Thefts                 | 58                 | 54              | 549          | 149          | 216          | 184           |              |
| Assault                | 12                 | 16              | 118          | 35           | 44           | 39            |              |
| Homicide               | 0                  | 0               | 2            | 2            | 0            | 0             |              |
| Sex Crimes             | 4                  | 2               | 30           | 6            | 17           | 7             |              |
| Alarms                 | 36                 | 25              | 222          | 63           | 65           | 94            |              |





**SREDA Board Meeting  
September 3, 2019  
Teton Machine, Payette, Idaho**

Directors and Members present:

Patrick Nauman, Jeff Williams, Andy Oyervides, Rick LaHuis, Sandy Hemenway, Ken Bishop, Ken Hart, Cathy Yasuda, Jennifer Huff, Dan Cummings, Craig Jensen, Lisa Collini, Bob Komoto, Tina Newsome, Angie Goodwin, Tammie Boven, Alicia Cavazos, Charlotte Fugate, Ed Susman, Mercedee Wilds, Jenny Hemly, and Karie Boone.

1. Chairman Patrick Nauman called the meeting to order at 7:05 a.m. Patrick welcomed everyone to the Tuesday meeting.

2. Introductions of Attendees: Chairman Nauman asked everyone present to introduce themselves and the business or entity they were representing. This month's meeting was held at Teton Machine in Payette, where we enjoyed coffee, pastries and fruit.

3. Approval of the August 6, 2019 Board Minutes: Chairman Nauman asked if anyone had any questions or corrections to the August minutes as emailed out. Hearing none, Chairman Nauman asked for a motion to approve the minutes. Ken Bishop made a motion to approve the minutes as presented, second by Andy Oyervides. The motion passed unanimously.

4. Chairman Nauman then asked for the Financial Report which was presented by Sandy Hemenway. Sandy went over in detail the financial snap shot for the month of August discussing balances at the end of the month in both the checking and money market accounts and total for month end. Income for the month of August was \$11,666.66 – this included the annual membership renewal from Bob and Janet Komoto, monthly memberships from Zions, Red Apple, and Kohn Foods and public annual partnership renewals from the Cities of Payette, New Plymouth and Weiser. Total operational expenses for August were \$7,082.68. Chairman Nauman asked if anyone had any questions on the financial report. Hearing none, a motion to approve was made by Bob Komoto and seconded by Ken Bishop. The motion passed unanimously.

5. Business Update from Teton Machine: Andy Oyervides reported that Teton Machine was in its 67th year after starting in Jackson Hole, Wyoming, and then moving to Payette 39 years ago. Their new facility is in its second year and their clients are from a multitude of different industries including aerospace, medical, semi-conductor, and oil/mining industries just to name a few. They have added \$1 million in new equipment in the past year. They have 42 full time positions and currently have 3 job openings. They will continue to add more robotics and search for continuous improvement in their operations. They are 100% employee owned. In the future they are looking at 3D printing of metal parts.

6. City and Community reports:

Fruitland: Ken Bishop reported that Swire and the city are working on a commerce grant for a new road. There is a new subdivision with 130 lots east of downtown. September 14th is Fruitland Fun Days. Tomorrow will be the Fruitland Chamber luncheon. There is a bond levy for a new police station and city hall.



City of Payette: Councilman Craig Jensen said the new Montessa subdivision is wrapping up. Single family housing is still going strong. The 36th or 37th Annual Car Show will be Saturday, September 7th.

City of Ontario: Community Development Director Dan Cummings reported that the Recreation Committee is looking at the pool reopening in the future. It will be a no frills opening. They are looking at developing an outside pool also. Two pot shops are open and 4 more are close to opening. With the bowling alley closing soon, one of the pot shops will buy the facility and keep it running and open his shop in a separate adjacent facility.

Ontario Community: Charlotte Fugate reports that Revitalize Ontario has an Arts Committee that will be painting the power boxes around town. They are looking at an archway sign and received a grant for \$100,000 for it but it requires a 25% match. The Tater Tot Festival preliminary event at the county fair went well and they are working with Heinz/Kraft to put on the first annual Tater Tot Festival in October 2020. The Chocolate and Wine Walk will be in May 2020.

City of Weiser: Councilwoman Alicia Cavazos reported that the Ridley's grand opening was very successful. They also celebrated the Ace Hardware and ICON Credit Union opening on the same day. The Galloway Street project is complete and the street is open. The Farmer's Market is open on Saturdays.

Weiser Community: Weiser Chamber Executive Director Jen Huff reported the following events and dates: Thurs. Farmers market 5pm-7:30; Saturday 7th 2019- 5th annual 1st responders' softball tournament at memorial park, 6-8pm; Sept 7th Surviving Hearts Dinner at Sunnyside farms 4pm; Sept 13th- Idaho Preferred Roadshow at Ridley's; Sept 14th- Wine & Art Festival featuring Four County Art Guild 2-7pm; Sept 21st, Ruszoni's concert 7:30; Sept 26th- Chamber 1st Trade Show at the Vendome 11am-7pm.

No reports for the cities of Fruitland, Nyssa, New Plymouth or Vale.

#### 7. County:

Payette County: No report.

Washington County: Commissioner Lisa Collini reported that the area was overwhelmed with the new Ridley's building. The company will have about 80 employees when fully staffed and the ICON credit union has about 4. Great news for Washington County.

Malheur County: No report given.

#### 8. Executive Director Kit Kamo:

Kit included a written report in the board packets along with the updated SREDA report card reviewing the last quarter's activities. She reviewed both documents expounding on several items and projects for the attendees. Below is the written report:

August 30, 2019 – SREDA will hold their Annual meeting in October – Saint Alphonsus has generously offered to host our annual evening dinner and meeting. Date to be finalized. We have started working on our annual report for that event.

Kit met with several local companies this month. Two of the companies were interested in TVCC internships. Sent those onto the college. Several other companies were still looking for employees that would work a full day or a full week.





Kit worked with Project Tractor RV in Weiser on a potential project with the City and state. She also assisted Project Salsa, and checked in with several other in-progress projects.

Kit attended the grand opening and ribbon cuttings of Ridley's, Ace Hardware and the ICON Credit Union. Huge group of folks enjoyed the opening of the long awaited Ridley's store!

Kit worked with some local folks, TVCC and an out-of-area company on a new project. This project is named Pie in the Sky. The company may be coming to our area in the next week or so to learn more of what we have to offer.

Kit participated in both the OEDA and IEDA Board of Director's Conference Call Board Meetings.

Upcoming events: In September, Kit will be attending the Super Sand Show in Costa Mesa. This will be our first time at this sport show. Admission to the show was free for me due to a connection with an existing company showing there. I will have access to their booth as well. Kit will also be attending the WestTec Manufacturing show in Long Beach. SREDA received a complimentary pass to the show. Both shows are affordable to attend.

A few changes in the trade show calendar for 2020 will be that we won't be attending the food related shows as in the past. We are tentatively still partnering with other areas to attend the Pacific NW Sportsman Show in Portland (February), and possibly the Shot Show in Vegas (January).

Kit will be attending the OEDA Fall conference and training in Salem in October (staying with relatives to keep the cost lower), and the IEDA Fall conference and training in Boise. Kit is on both state's Board of Directors and is currently the OEDA Treasurer. However, with the amount of business activities and other high priority activities, Kit will be resigning as the OEDA Treasurer and board member at the fall conference. Kit will remain on the IEDA Board, but will not seek re-election when the term ends.

#### 9. Appointment to the Board:

With the resignation of Kevin Coats from the SREDA Board as an economic development volunteer, the Board asked Jennifer Huff, Weiser Chamber, to fill that position. The motion was made by Bob Komoto and seconded by Lisa Collini. The motion passed unanimously.

#### 10. Round Table Discussion:

Bob Komoto said the Kiwanis Chicken BBQ fundraiser will be a month later on Thursday, September 19th at 4:30-6:30 p.m. at Beck Kiwanis Park in Ontario. Adult tickets are \$10 and children's tickets are \$7. He has tickets, but they can be purchased at the Ontario Chamber of Commerce office.

Four Rivers Cultural Center event summary: September 5, 12, and 19, 6-8 p.m. Free finance classes will be given by Umpqua Bank. They will cover getting good credit, home ownership and budgeting and retirement savings. September 6 at 6 p.m. Gail Greco will have a Harano Gallery exhibit opening of her watercolor paintings of the northwest. September 15, 2 p.m. Sunday is the Mexican Independence Day Celebration. September 19 5-8 p.m. Thursday there is a free basic firearms class offered. September 21 is a Free museum day. September 28, 1-5 p.m. Saturday is the PawAPawLooza in the Japanese Garden. Come meet your Ani-Care



shelter dog. October 9, 7 p.m. Wednesday, is the Skerryvore concert, an award winning high energy Scottish band.

Ken Hart, Saint Alphonsus, said their score in “Likelihood to Recommend” increased to 75% where respondents have to score them 9 or 10 out of 10. It is the 2nd highest score in the Saint Alphonsus system. Ken credited the staff as being the primary force behind this ranking.

Angie Goodwin, Horizon Health, mentioned that the Washington County Extension Office has been remodeling and this will allow them to have a classroom. The county has an opening for a 4-H Coordinator.

Cathy Yasuda announced the Eastern Oregon Non-Profit Conference September 25 & 26, with the reception on the 25<sup>th</sup> and the all day workshop on the 26<sup>th</sup>. The website for more info is: [www.nonprofitsteward.org](http://www.nonprofitsteward.org). This event only happens every 2 years.

Cathy Yasuda said there will be a free Poverty Simulation event at TVCC on September 19<sup>th</sup>. Participants will take on roles of various people who are in stressful situations such as a single parent. Registration is here - <https://www.eventbrite.com/e/poverty-simulation-9-19-2019-tvcc-ontario-tickets-65283354270>

Also the Oscar Lopez Memorial Golf fundraiser for the TVCC baseball team will be on September 15<sup>th</sup>. The new baseball coach is Brad Baker.

Jenny Hemly from Idaho Department of Commerce introduced Mercedee Wilds who is the new Idaho Department of Commerce public information officer. Mercedee also serves in the Idaho Army Reserve.

Patrick Nauman said that there has been a lot of interest in the other pad sites around the old Ridley's. It will have a Domino's Pizza and possibly another business or two. The development will be along the same these as the Indian Creek Plaza in Caldwell. Patrick mentioned more dates such as the Idaho Preferred show on September 13 at 3:30 pm. and Weiser Classic Candy will be there. September 21 for the FFA alumni dinner and fundraiser to buy a van so students can attend FFA events. September 28 is the 2nd Annual Shop Local at the end of homecoming week. October 5 is the Weiser Mud Drags.

Tina Newsome mentioned that the OnionSkin Players will have a concert on March 6, 2020 with Dave Stamey, a famous cowboy entertainer who does western (not country) music and ballads. He is often referred to as “the Charlie Russell of Western Music.”

Angie Goodwin announced that Fruitland will have a ribbon cutting for the St. Luke's Respite House September 21, 10:30 a.m. Horizon Health will have a ribbon cutting in Fruitland on October 3<sup>rd</sup> at 4:30 pm to showcase their new facility. The location is at the old Apple Bin on Main Street.

11. The next meeting will be October 1 at Farmers Mutual Telephone in downtown Fruitland. The previously arranged meeting location at Agile Homes will be held at a later date.

**12. The annual SREDA meeting and dinner will be held October 23, 5:30 pm – 6:30 pm at Saint Alphonsus in the Snake River Room.**

13. Adjournment: With no other business discussion, Chairman Nauman then adjourned the meeting at 8:04 a.m. and networking continued.



Minutes prepared by Bob Komoto, Co-Secretary.

## **MALHEUR COUNTY COURT MINUTES**

**September 11, 2019**

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. Notice of the meeting was posted on the County website, Courthouse public bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice.

### **2019-2021 COMMUNITY CORRECTIONS PLAN**

Community Corrections Lieutenant Jim St. Michell met with the Court and presented the 2019-2021 Community Corrections Biennial Plan. Lieutenant St. Michell reviewed the biennial budget and summarized the current programs and services provided by Community Corrections. Lieutenant St. Michell noted that there is a need for transitional housing and it is a local priority. Commissioner Hodge moved to approve the 2019-2021 Community Corrections Biennial Plan. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2019-3437](#)

Lieutenant St. Michell also presented the agreement with the State for the county community corrections program. Commissioner Wilson moved to approve Intergovernmental Agreement #5852 between the State of Oregon through Department of Corrections (DOC) and Malheur County. Commissioner Hodge seconded and the motion passed unanimously. The agreement expires June 30, 2021. A copy will be returned for recording.

### **BOPTA**

Clerk Gayle Trotter again met with the Court regarding names of persons to serve on the Board of Property Tax Appeals (BOPTA) board. Two individuals have confirmed that they will serve; another individual is meeting with Ms. Trotter later in the day about the position. Commissioner Wilson will contact Ross Nishihara and inquire if he will serve again.

### **SHERIFF'S OFFICE - JAIL MEDICAL SERVICES/VALLEY FAMILY HEALTH CARE**

Sheriff Brian Wolfe and Valley Family Health Care (VFHC) CEO Tim Heinze met with the Court. Also present was Undersheriff Travis Johnson, VFHC Director of Planning and Development Jesse Sandoval, and VFHC Mobile Access Care Manager Penny Weymouth. Sheriff Wolfe explained that Valley Family Health Care has a possible proposal to provide jail medical services (Sheriff Wolfe expressed appreciation to Malheur Memorial as they have continued to provide services while another provider has been sought).

Mr. Heinze provided background on Valley Family Health Care and services. VFHC is a Federally Qualified Health Center (FQHC) and currently cares for approximately 20,000 patients in a service area of 75,000-80,000. VFHC is not a free clinic but does offer all services on a sliding scale based on household size and income. VFHC has locations in both Oregon and Idaho.

VFHC goals for the jail include: improve the medical health and oral health of inmates; improve access to behavioral health, Substance Use Disorder (SUD) and Medication Assisted Therapy (MAT) providers and resources (a disproportionately high number of justice-involved individuals have Substance Use Disorder and need services); improve continuity of care both during incarceration and post-release; connect and engage inmates with health and social services resources upon release to the community to assist with better health and life-choice outcomes; help the County keep medical costs down; and reduce emergency room visits.

VFHC would attempt to add the jail as a 'service site' under their federal project grant - this would allow FTCA (Federal Tort Claims Act) malpractice coverage and access to the 340B Discount Drug Program. Telehealth can also be used; telehealth is a common and important service in correctional settings and by connecting via telehealth with the Ontario walk-in providers it would provide 73 hours a week of coverage. VFHC would also work to transition jail medical records to an Electronic Health Record (EHR) system.

Mr. Heinze explained that VFHC does not want to replace the work that Lifeways is doing but rather wants to add to and supplement those services currently provided by Lifeways.

Mr. Heinze also provided information on why VFHC is qualified to provide jail medical services. VFHC has had a lot of growth both with direct care givers and capacity building and infrastructure. VFHC focuses on care coordination, chronic conditions, screening and prevention; identifies care gaps and social determinants of health; and has Transition Care Management staff. Backup personnel and after-hours coverage is available. VFHC is a good community partner and has dedicated providers and staff who understand and support the mission of VFHC; additionally VFHC has grant resources that can potentially help to lower costs.

Mr. Heinze explained that if the County is interested in VFHC moving forward they will prepare a detailed response to the County's RFP, complete the application to HRSA (Health Resources and Services Administration) to add the jail as a 'service site' and develop detailed implementation plans. Mr. Heinze and Sheriff Wolfe answered questions from the Court members. Consensus of the Court was to encourage VFHC to move forward with their proposal; VFHC will draft letters of support to HRSA for the Court to sign.

Ms. Williams left the meeting.

### **PLANNING DEPARTMENT - IGA WITH DEPARTMENT OF ENERGY**

Planner Eric Evans met with the Court and presented an IGA for the Court's consideration. Commissioner Wilson moved to approve Intergovernmental Agreement IGA #19-035 (Energy Facility Siting Council - Special Advisory Group) with Department of Energy. Commissioner Hodge seconded and the motion passed unanimously. The agreement establishes collaboration between the State and County to perform services related to the review of Energy Facility Siting Council (EFSC) project-related documents and to identify the procedures related to authorizing work, invoice and payment. The agreement expires June 30, 2021. A copy will be returned for recording.

## **COURT MINUTES**

Commissioner Hodge moved to approve Court Minutes of August 28, 2019 as written. Judge Joyce seconded and the motion passed. (Commissioner Wilson was not present on August 28, 2019.)

## **AMENDMENT TO IGA #159822**

Commissioner Hodge moved to approve First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement #159822 for the Financing of Public Health Services. Commissioner Wilson seconded and the motion passed unanimously. The amendment modifies Exhibit A, Exhibit B, Exhibit C, and Exhibit J of the original agreement. A copy will be returned for recording.

## **VACATION ORDER**

Commissioner Wilson moved to approve Order No. GO-10-19: In the Matter of the Vacation of a Portion of 2nd Street and an Alley in Juntura. Commissioner Hodge seconded and the motion passed unanimously. The hearing was held on August 28, 2019. (Commissioner Wilson was not present on August 28, 2019 but has reviewed the minutes of the hearing.) See instrument #[2019-3434](#)

## **SUPPLEMENTAL BUDGET**

Commissioner Hodge moved to approve Resolution No. R19-22: In the Matter of Fiscal Year 2019/2020 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The supplemental budget resolution allocates Oregon Health Authority funds that were not anticipated when the adopted budget was prepared; the funds are to be used for the Oregon Health Plan Outreach, Enrollment and Education Program and increases the General Fund appropriations for the Health Department by \$25,000; and allocates Oregon Department of Veterans' Affairs funds that were not anticipated when the adopted budget was prepared; the funds are to be used for Veteran/Adult mental health first aid training and for office supplies and increases the CVSO Expansion Fund appropriations by \$3,105. See instrument #[2019-3431](#)

## **ODOT AGREEMENT**

Commissioner Wilson moved to approve Rail and Public Transit Division Oregon Department of Transportation Agreement No. 33778, State STIF STATE. Commissioner Hodge seconded and the motion passed unanimously. The Agreement funds a vehicle replacement project to purchase 4 transit vehicles; the grant amount is \$307,900. A sub-agreement will be drafted with Malheur Council on Aging and Community Services (MCOA&CS). A copy of the ODOT agreement will be returned for recording.

## **RESOLUTION - EASTERN OREGON BORDER BOARD PROGRAMS**

Commissioner Hodge moved to approve Resolution R19-23: A Resolution in Support of the Competitive Housing Incentive and Property Improvement Programs of the Eastern Oregon Border Economic Development Board. Commissioner Wilson seconded and the motion passed unanimously. A presentation regarding the programs was given to the Court on August 28, 2019. See instrument #[2019-3432](#)

## **CROSSING PERMIT**

Commissioner Hodge moved to approve Crossing Permit #23-19 to Marcus Shira for a culvert in the barrow ditch for a driveway entrance on S Rd F #745. Commissioner Wilson seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

## **TREASURER UPDATE - UMPQUA BANK**

Treasurer/Tax Collector Jennifer Forsyth met with the Court regarding Umpqua Bank. Umpqua Bank branches in Vale and Nyssa are closing in November. Ms. Forsyth is working with County staff and bank staff regarding the closures and banking services alternatives.

## **EXECUTIVE SESSION**

Executive Session was called in accordance with ORS 192.660(2)(i) - Performance Evaluations of Public Officers and Employees with Judge Joyce presiding with Commissioner Hodge and Commissioner Wilson present. Planner Eric Evans was later asked to join the session. No decisions were made during or following the session.

## **COURT ADJOURNMENT**

The meeting was adjourned.



## PUBLIC WORKS COMMITTEE MEETING MINUTES

Friday, May 31, 2019 12:25 PM

**\*\* E-mail Notice \*\***❖ **E-MAILED INFORMATION:****From: Roberts, Betsy/BOI****Sent: Friday, May 31, 2019 12:25 PM****To:** Mulvany, Suzanne/ONT <Suzanne.Mulvany@jacobs.com>; Bernie Babcock <Bbabcock@tvcc.cc> <Bbabcock@tvcc.cc>; Jackson Fox <jacksonqfox@gmail.com> <jacksonqfox@gmail.com>; Larry Tuttle <tuttlel@hotmail.com> <tuttlel@hotmail.com>; Pat Woodcock <patwoodcockpe@gmail.com> <patwoodcockpe@gmail.com>; Scott Wilson <swilson@srvinet.com> <swilson@srvinet.com>**Cc:** Leeper, Cliff/ONT <Cliff.Leeper@jacobs.com>; Adam Brown <adam.brown@ontariooregon.org>; Tori.barnett@ontariooregon.org; Marty Justus <MartyJ@4StarRealEstateWTV.com>; Mordhorst, Casey/ONT <Casey.Mordhorst@jacobs.com>**Subject: PWC - Update on SE 2nd Street Project**

Hello PW Committee –

We had a decision come up regarding SE 2<sup>nd</sup> Street that needed to be made within about a day, so unfortunately, we could not get it in front of all of you. Given that, I'd like to share with you what occurred.

ODOT had an Omnibus spending package that all current grants needed to be rolled into (I am not sure all the details regarding the ODOT requirements and challenges) in a very short timeframe. For us, it meant that they reached out needing a final scope of work and estimate for the SE 2<sup>nd</sup> Street project.

If you all remember, this scope has shifted over time from starting from E. Idaho all the way down to 18<sup>th</sup> to most recently being SE 5<sup>th</sup> Ave to SE 14<sup>th</sup> Ave. The shift has come based on the funding available. The state is providing \$2.89M and the City's required match is \$0.545M. HOWEVER, if the project goes above that total amount (about \$3.44M) then the City is responsible for 100% of the overage.

As the consulting engineer's cost estimate was developed, it came in at just about \$75k below that total amount. We recommend a 10% contingency for any construction project. So, for a \$3.44M project, that is an additional \$344,000. Additionally, ODOT is required to accept any bid that comes in within 10% of their estimate (which could be different than the consulting engineers estimate). We do not get to know ODOT's estimate before they put the project out to bid.

Given this challenge, we asked the consultant to reduce the scope. So, they shifted the end point from SE 14<sup>th</sup> Ave to SE 12<sup>th</sup> Ave. This provided a savings of approximately \$125k. So, between that and the \$75k cushion we already had, we now have a cushion of approximately \$200k. This felt better.

We do have fund exchange dollars that we plan to use for the match for this project. But we do not want to use more than our planned match, as we have many other locations that money needs to be available for: SE 5<sup>th</sup> and possibly even S. Oregon or other locations.

We hope this meets with your approval. Please do not hesitate to contact me if you have further questions regarding this situation. We will also cover it again in the upcoming meeting. It is a bit difficult to explain well over email.

Thank you!

Betsy Roberts, PE  
LEED AP – Jacobs**APPROVED:**

Signature

(Bernie Babcock, Chairman / Scott Wilson, Vice-Chairman)

Date



## **PUBLIC WORKS COMMITTEE MEETING MINUTES**

Tuesday August 13, 2019, 3:00 p.m. MT

**\*\* Public Works Headquarters \*\***

Meeting called to order at 3:20 p.m. by Scott Wilson, Public Works Committee Vice-Chairman.

Committee members present included Mr. Pat Woodcock, Mr. Scott Wilson, and Mr. Jackson Fox (Babcock & Tuttle – excused).

Others present included Betsy Roberts, Adam Brown, Morgan Gipson and Casey Mordhorst.

The press was notified. This meeting was recorded (the tape is available at the Public Works Headquarters); the minutes are on file at City Hall and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

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### **ADOPTION OF MINUTES**

#### **RESOLUTION, ACTION &/OR MOTION:**

**The motion was made by Mr. Fox seconded by Mr. Woodcock to adopt the previous meeting minutes dated July 15, 2019: Motion passed unanimously.**

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### **NEW NEWS AND UPDATES**

#### **GENERAL DISCUSSION:**

BR- South Oregon update: Council agreed to suggestion of public works committee to bid this for the fall to get better prices.

BR & AB- Alameda Blvd Summary- The issues are that parents are parking on both sides of the street, causing congestion and making it unsafe, as well as picking up students in the employee parking lot rather than in the designed pickup/drop off entrance. A suggestion is the parents would pick up from the back but must head south down 14<sup>th</sup>, passing through the soccer field parking lot to exit rather than make a loop back out the employee parking lot.

JF- City needs to bring this to the school districts attention.

JF- references Aiken Elementary School.

BR & AB-Beck Park Bridge Summary- The bridge has been there for 30-40 years. It was a gift from the sister city. The bridge needs to be replaced because of dry rot and the already present damage (missing pillar pole). It was suggested that before any decision to replace the bridge, the city would need to meet with the sister city to inquire about design. Mr. Brown will be talking with the sister city.

JF- Parks budget? BR- It is tight. AB- Insurance reserve mentioned.

Trees are being changed to Straight Spire Oak, due to the weather killing present trees.

Right-of-away encroachment permit only for fencing right of way for security purposes. NE 1<sup>st</sup> ST- Committee is not in favor, due to proposed is a unique situation.

SE 2<sup>nd</sup> Utility portion- Bid coming in September.

Mixing Zone study- Required by NPDES permit. Council approved.

Council approved electrical evaluations at water treatment plant.

Lions Park- Need bids for the new shelter. Shelter already finished but concrete pad needed.

Playground equipment for Lions Park- Price was incorrect. Topic dismissed.



SRCI- In negotiations. Possible 3-6-month extension. This would make for better profit outcome. Committee is concerned with allowing another extension. Extension, if offered, should have X number of requirements before allotted limit of extension is met.

**RESOLUTION, ACTION &/OR MOTION:**

**The motion was made by Mr. Wilson seconded by Mr. Fox that the Public Works Committee recommend - in the extension of the SRCI contract come with conditions based on what has been verbally agreed to by the department of corrections and city staff: Mr. Pat Woodcock – Yes; Mr. Scott Wilson – Yes; Mr. Jackson Fox – Yes: Motion Passed 3-0-2 (Babcock, Tuttle-excused).**

**ADJOURN**

**The motion was made by Mr. Woodcock, seconded by Mr. Wilson to Adjourn: Motion passed unanimously.**

**APPROVED:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

(Bernie Babcock, Chairman / Scott Wilson, Vice-Chairman)



**BOARD OF DIRECTORS**  
Meeting Agenda  
October 1, 2019 – 7 am TUESDAY  
Farmers Mutual Telephone Company  
Fruitland, ID 83619

1. Call meeting to order Chair Patrick Nauman
2. Introduction of attendees
3. Approval of September minutes
4. Financial update - Sandy Hemenway, Treasurer
5. City and Community Highlights  
Fruitland, Payette, Ontario, Nyssa, Weiser, New Plymouth, Vale
6. County Highlights  
Payette County, Washington County, & Malheur County
7. Executive Director Report
  - i. Projects & activities
8. Round Table Discussion
9. Adjourn

***Calendar of EVENTS***

**2019**

- September 14-17 Sand Sports Super Show, Costa Mesa, CA  
September 24-26 Westec show, Long Beach, CA  
**October 1 SREDA Monthly meeting – 7 am Farmers Mutual Telephone Company, Fruitland**  
**October 15-16 Southwest Idaho Manufacture’s Alliance “2019 Made Here”**  
**October 23 SREDA Annual Meeting & Dinner, 5:30 pm – 6:30 pm, Saint Alphonsus Medical Center, Ontario (will include a short November board meeting)**  
October 27-29 OEDA Annual conference – Salem  
November 5-7 IEDA Annual conference - Boise  
**December 3 SREDA Monthly Meeting – 7 am TBD**

***\*\*All SREDA monthly meetings are open to the public\*\****



## 2011 Snake River EDA Report Card

| ITEM                                                               | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total |
|--------------------------------------------------------------------|---------|---------|---------|---------|-------|
| <b>RECRUITMENT</b>                                                 |         |         |         |         |       |
| LEADS (REQUEST FOR PROPOSALS)                                      | 11      | 9       | 8       | 9       | 37    |
| SITE VISITS                                                        | 3       | 2       | 3       | 1       | 9     |
| SITE SELECTORS MET                                                 | 1       | 1       | 14      | 6       | 22    |
| CONFERENCES/TRADE SHOWS                                            | 1       |         | 1       | 1       | 2     |
| <b>MARKETING</b>                                                   |         |         |         |         |       |
| PAID MAGAZINE PUBLICATIONS                                         |         | 2       | 3       |         | 5     |
| WEBSITE LISTINGS (PAID & FREE)                                     | 2       | 3       |         |         | 5     |
| MARKETING TRAINING                                                 |         |         | 1       | 1       | 2     |
| <b>BUSINESS EXPANSION</b>                                          |         |         |         |         |       |
| COMPANIES MET WITH<br>(Referred onto financing partners as needed) | 4       | 5       | 6       | 3       | 18    |
| <b>NEW BUSINESS START UPS</b>                                      |         |         |         |         |       |
| COMPANIES MET WITH<br>(Referred onto Small Biz/financing partners) | 3       | 3       | 1       | 2       | 9     |

### CONFIDENTIAL

#### Examples of Recruitment Activities

|                             | Jobs | Investment | Needs               |
|-----------------------------|------|------------|---------------------|
| Project Safe                | 35   | 4 Mil      | 50,000 sq ft bldg   |
| Project Mix it Up           | Unk  | Unk        | 50,000+             |
| Project Waterwheel          | 4    | 12,000     | Existing bldg       |
| Project Cheese Sticks       | 25   | 4 Mil      | Funding             |
| Project Dark Horse          | 45   | Unk        | Existing bldg       |
| Project Too Hot to Touch    | 10   | Unk        | Existing bldg       |
| Project Empty               | Unk  | Unk        | Existing Bldg       |
| Project Publish             | 10   | 250,000    | new Construction    |
| Project Washington Food     | 30   | 250,000    | Existing Bldg       |
| Project Rising Sun          | 25   | 2 Mil      | 100,000 sq ft bldg  |
| Project Kobe                | Unk  | Unk        | 25 acres            |
| Project New Hot One         | 5    | 1.5 Mil    | Funding             |
| Project Jacko Lantern       | 50   | 3.5 Mil    | New Construction    |
| Project Morris              | 20   | 1 Mil      | 100,000 sq ft bldg  |
| Project Vocal               | 100  | Unk        | 20,000-30,000 sq ft |
| Project Mighty Mouse        | 100  | 3 Mil      | Funding/permitting  |
| Project Lone Ranger & Tonto | 15   | 1 Mil      | New Construction    |
| Project Free Bird           | Unk  | Unk        | Lease Airport Land  |
| Project Triangle            | 8    | 100,000    | New Construction    |
| Project Lacrosse            | 100  | 1.5 Mil    | 100,000 sq ft bldg  |
| Project Pet Food            | 40   | 25 Mil     | 100,000 sq ft bldg  |
| Project Duck                | 5    | 50,000     | Existing bldg       |
| Project Earth Potato        | 15   | 2 mil      | 50,000 sq ft bldg   |
| Project Wood                | 40   | 1.5 Mil    | 100,000 sq ft bldg  |
| Project Turquoise           | 10   | 50,000     | Existing bldg       |
| Project Big In Texas        | 65   | 20 Mil     | New Construction    |



27

37

24

18

9

51

## ***2012 Snake River EDA Report Card***

| ITEM                                         | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total |
|----------------------------------------------|---------|---------|---------|---------|-------|
| <b>RECRUITMENT</b>                           |         |         |         |         |       |
| NEW LEADS (REQUEST FOR PROPOSAL)             | 5       | 6       | 8       | 8       | 27    |
| SITE VISITS                                  | 2       | 2       | 2       | 4       | 10    |
| Companies LANDED                             |         |         | 2       |         | 2     |
| 2011 open projects (still working with)      | 11      | 3       | 4       | 2       | 20    |
| SITE SELECTORS MET                           | 4       | 7       | 2       | 8       | 21    |
| CONFERENCES/TRADE SHOWS                      | 3       | 2       | 1       | 2       | 8     |
| <b>MARKETING</b>                             |         |         |         |         |       |
| PAID MAGAZINE PUBLICATIONS                   | 2       | 1       |         |         | 3     |
| WEBSITE LISTINGS (PAID & FREE)               | 4       | 1       | 0       | 1       | 5     |
| MARKETING TRAINING                           | 1       | 1       | 1       | 3       | 6     |
| <b>BUSINESS EXPANSION</b>                    |         |         |         |         |       |
| ONGOING COMPANIES MET WITH                   | 2       | 5       | 1       | 3       | 11    |
| NEW COMPANIES MET WITH                       | 2       | 6       | 4       | 1       | 13    |
| (Referred onto financing partners as needed) |         |         |         |         |       |
| <b>BUSINESS RETENTION</b>                    |         |         |         |         |       |
| COMPANIES MET WITH                           | 1       | 4       | 1       | 1       | 7     |
| <b>NEW BUSINESS START UPS</b>                |         |         |         |         |       |
| COMPANIES MET WITH                           | 2       | 1       | 1       | 0       | 4     |
| (Referred onto Small Biz/financing partners) |         |         |         |         |       |

### ***Examples of Projects***

#### **Projects in 2012**

---

Project Kayak  
 Project Rocket  
 Project Bagasse  
 Project Envoy  
 Project Musca  
 Project Mountain  
 Project Roger  
 Project Round  
 Project Barley  
 Project Server Farm  
 Project Hershi  
 Project Fertilizer  
 Project Evergreen  
 Project Special Wood  
 Project Adam & Eve  
 Project Bean  
 Project Grace  
 Project Tron  
 Project Call Me  
 Project Grapes  
 Project Whiskey  
 Project Run Forest Run

**2013 Snake River**


|                                         | 2013    |         |         |         |           | Historical Data |            |             |
|-----------------------------------------|---------|---------|---------|---------|-----------|-----------------|------------|-------------|
|                                         | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total YTD | Total 2012      | Total 2011 | Grand Total |
| <b>RECRUITMENT</b>                      |         |         |         |         |           |                 |            |             |
| NEW LEADS (REQUEST FOR PROPOSAL)        | 14      | 5       | 8       | 6       | 33        | 27              | 37         | 97          |
| SITE VISITS                             | 5       | 2       | 3       | 3       | 13        | 10              | 9          | 32          |
| Companies landed (assisted)             |         | 1       | 2       |         | 3         | 2               | 0          | 5           |
| 2012 open projects (still working with) | 2       | 2       | 2       | 3       | 9         | 20              | 0          | 29          |
| SITE SELECTORS MET                      | 8       | 1       | 0       | 18      | 27        | 21              | 22         | 70          |
| CONFERENCES/TRADE SHOWS                 | 5       | 1       | 0       | 3       | 9         | 8               | 2          | 19          |
| <b>MARKETING</b>                        |         |         |         |         |           |                 |            |             |
| PAID MAGAZINE PUBLICATIONS              | 0       | 1       | 1       | 1       | 3         | 3               | 5          | 11          |
| WEBSITE LISTINGS (PAID & FREE)          | 0       | 1       | 1       |         | 2         | 5               | 5          | 12          |
| MARKETING TRAINING                      | 0       | 1       | 0       | 1       | 2         | 6               | 2          | 10          |
| <b>BUSINESS EXPANSION</b>               |         |         |         |         |           |                 |            |             |
| ONGOING COMPANIES MET WITH              | 2       | 1       | 1       | 2       | 6         | 11              |            | 17          |
| NEW COMPANIES MET WITH                  | 7       | 3       | 3       |         | 13        | 13              | 18         | 44          |
| <b>BUSINESS RETENTION</b>               |         |         |         |         |           |                 |            |             |
| COMPANIES MET WITH                      | 3       | 2       | 1       | 1       | 7         | 7               |            | 14          |
| <b>NEW BUSINESS START UPS</b>           |         |         |         |         |           |                 |            |             |
| COMPANIES MET WITH                      | 1       | 2       | 2       | 1       | 6         | 4               | 9          | 19          |

**Examples of Projects**

| Projects in 2013       | Focus  | Project                  | Focus  |
|------------------------|--------|--------------------------|--------|
| Project Vale           | Oregon | Project Evil             | Both   |
| Project Bob            | Both   | Project Cliffs           | Idaho  |
| Project Island         | Oregon | Project Deep Purple      | Both   |
| Project Stanton        | Oregon | Project Greenhouse       | Oregon |
| Project TV & Lewis     | Idaho  | Project Cargo            | Oregon |
| Project Yummy          | Both   | Project Magpul           | Both   |
| Project Wet            | Both   | Project Ferdinand/Babe   | Oregon |
| Project Adam & Eve     | Idaho  | Project 78               | Both   |
| Project Vegas          | Idaho  | Project Seed             | Both   |
| Project Barrel         | Both   | Project Chatter Box      | Idaho  |
| Project Green          | Both   | Project Big In Texas     | Oregon |
| Project 2013           | Both   | Project Natural Products | Both   |
| Project Fruitland      | Idaho  | Project Window           | Idaho  |
| Project Troy           | Idaho  | Project Snow             | Idaho  |
| Project Whiskey        | Both   | Project Bell             | Idaho  |
| Project Run Forest Run | Idaho  | Project Sun              | Oregon |
| Project Vale           | Oregon | Project Hot              | Oregon |

Project Select 01

Oregon

Project Idaho Cargo

Idaho

**2014 Snake River EDA Report Card**

| ITEM                                       | 2014    |         |         |         |           | Historical Data |            |            |             |
|--------------------------------------------|---------|---------|---------|---------|-----------|-----------------|------------|------------|-------------|
|                                            | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total YTD | Total 2013      | Total 2012 | Total 2011 | Grand Total |
| <b>RECRUITMENT</b>                         |         |         |         |         |           |                 |            |            |             |
| NEW LEADS (REQUEST FOR PROPOSAL)           | 12      | 2       | 7       | 7       | 28        | 33              | 27         | 37         | 125         |
| SITE VISITS                                | 2       | 2       | 2       | 1       | 7         | 13              | 10         | 9          | 39          |
| Companies landed (assisted)                | 2       | 0       | 1       |         | 3         | 3               | 2          | 0          | 8           |
| 2012-13 open projects (still working with) | 8       | 7       | 7       | 4       | 26        | 9               | 20         | 0          | 55          |
| SITE SELECTORS MET                         | 2       | 10      | 4       | 6       | 22        | 27              | 21         | 22         | 92          |
| CONFERENCES/TRADE SHOWS                    | 4       | 1       | 2       | 2       | 9         | 9               | 8          | 2          | 28          |
| <b>MARKETING</b>                           |         |         |         |         |           |                 |            |            |             |
| PAID MAGAZINE PUBLICATIONS                 | 1       | 1       | 0       | 0       | 2         | 3               | 3          | 5          | 13          |
| WEBSITE LISTINGS (PAID & FREE)             | 2       | 2       | 1       | 1       | 6         | 2               | 5          | 5          | 18          |
| MARKETING TRAINING                         |         | 1       | 1       |         | 2         | 2               | 6          | 2          | 12          |
| <b>BUSINESS EXPANSION</b>                  |         |         |         |         |           |                 |            |            |             |
| ONGOING COMPANIES MET WITH                 | 2       | 3       | 1       | 2       | 8         | 6               | 11         |            | 25          |
| NEW COMPANIES MET WITH                     | 2       | 2       | 2       | 1       | 7         | 13              | 13         | 18         | 51          |
| <b>BUSINESS RETENTION</b>                  |         |         |         |         |           |                 |            |            |             |
| COMPANIES MET WITH                         | 1       | 2       | 2       | 1       | 6         | 7               | 7          |            | 20          |
| <b>NEW BUSINESS START UPS</b>              |         |         |         |         |           |                 |            |            |             |
| COMPANIES MET WITH                         | 1       | 2       | 1       | 1       | 5         | 6               | 4          | 9          | 24          |

**Examples of Projects**

| Projects fwd 2013 & new 2014 | Focus  | Project              | Focus  |
|------------------------------|--------|----------------------|--------|
| *Project Bob                 | Both   | Project Zoom         | Oregon |
| *Project Island              | Oregon | Project Energy       | Both   |
| *Project Stanton             | Oregon | Project Fusions      | Both   |
| *Project Adam & Eve          | Idaho  | Project Coop         | Both   |
| *Project Ferdinand/Babe      | Oregon | Project Retail       | Oregon |
| *Project 78                  | Both   | Project Shoe         | Oregon |
| *Project Seed                | Both   | Project Packing      | Both   |
| *Project Big In Texas        | Oregon | Project Restaurant   | Oregon |
| *Project Sun                 | Oregon | Project Appaloosa    | Idaho  |
| *Project Hot                 | Oregon | Project Roar         | Oregon |
| Project Idaho Cargo          | Idaho  | Project Taylor       | Oregon |
| Project Play Day             | Idaho  | Project Candy        | Oregon |
| Project Diamond              | Both   | Project Friends      | Oregon |
| Project Green                | Oregon | Project Confection   | Idaho  |
| Project Grapes               | Oregon | Project Lincoln Logs | Idaho  |
| Project V                    | Oregon | Project Spartan      | Idaho  |
| Project Sky                  | Oregon | Project Mitt         | Idaho  |
| Project Pumpkin              | Both   | Project Railwest     | Oregon |
| Project WDW                  | Oregon | Project Mountain     | Idaho  |
| Project Lincoln Logs         | Idaho  | Project 100          | Oregon |
| Project Natural              | Oregon | Project Jim          | Oregon |
| Project Steelhead            | Both   | Project Martin       | Oregon |





## 2015 Snake River EDA Report Card

| ITEM                                       | 2015    |         |         |         |           | Historical Data |            |            |            |             |
|--------------------------------------------|---------|---------|---------|---------|-----------|-----------------|------------|------------|------------|-------------|
|                                            | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total YTD | Total 2014      | Total 2013 | Total 2012 | Total 2011 | Grand Total |
| <b>RECRUITMENT</b>                         |         |         |         |         |           |                 |            |            |            |             |
| NEW LEADS (REQUEST FOR PROPOSAL)           | 10      | 8       | 12      | 9       | 39        | 28              | 33         | 27         | 37         | 164         |
| SITE VISITS                                | 5       | 6       | 3       | 2       | 16        | 7               | 13         | 10         | 9          | 55          |
| Companies landed (assisted)                | 1       | 1       | 2       | 2       | 6         | 3               | 3          | 2          | 0          | 14          |
| 2012-14 open projects (still working with) | 4       | 4       | 6       | 3       | 17        | 26              | 9          | 20         | 0          | 72          |
| SITE SELECTORS MET                         | 6       | 8       | 5       | 6       | 25        | 22              | 27         | 21         | 22         | 117         |
| CONFERENCES/TRADE SHOWS                    | 3       | 3       | 3       | 2       | 11        | 9               | 9          | 8          | 2          | 39          |
| <b>MARKETING</b>                           |         |         |         |         |           |                 |            |            |            |             |
| PAID MAGAZINE PUBLICATIONS                 | 0       | 1       | 0       | 1       | 2         | 2               | 3          | 3          | 5          | 15          |
| WEBSITE LISTINGS (PAID & FREE)             | 1       | 1       | 1       | 1       | 4         | 6               | 2          | 5          | 5          | 22          |
| MARKETING TRAINING                         | 1       | 1       | 1       |         | 3         | 2               | 2          | 6          | 2          | 15          |
| <b>BUSINESS EXPANSION</b>                  |         |         |         |         |           |                 |            |            |            |             |
| ONGOING COMPANIES MET WITH                 | 1       | 2       | 2       | 2       | 7         | 8               | 6          | 11         |            | 32          |
| NEW COMPANIES MET WITH                     | 2       | 1       | 2       | 2       | 7         | 7               | 13         | 13         | 18         | 58          |
| <b>BUSINESS RETENTION</b>                  |         |         |         |         |           |                 |            |            |            |             |
| COMPANIES MET WITH                         | 2       |         | 1       |         | 3         | 6               | 7          | 7          |            | 23          |
| <b>NEW BUSINESS START UPS</b>              |         |         |         |         |           |                 |            |            |            |             |
| COMPANIES MET WITH                         | 1       | 0       | 1       | 1       | 3         | 5               | 6          | 4          | 9          | 27          |

### Examples of Projects

| *Projects fwd 2012-2014 | Focus  | Project             | Focus  | Project            | Focus  | Project          | Focus  |
|-------------------------|--------|---------------------|--------|--------------------|--------|------------------|--------|
| *Project Stanton        | Oregon | Project Air         | Oregon | Project Michelle   | Idaho  | Project Chipotle | Oregon |
| *Project Adam & Eve     | Idaho  | Project Hay         | Idaho  | Project Pam        | Idaho  | Project Cut      | Idaho  |
| *Project Ferdinand/Babe | Oregon | Project Rod         | Both   | Project Operations | Oregon | Project Manser   | Idaho  |
| *Project 78             | Both   | Project Neighbor    | Idaho  | Project Kelly      | Idaho  | Project North    | Idaho  |
| *Project Seed           | Both   | Project Brass       | Idaho  | Project Data       | Oregon | Project Pat      | Oregon |
| *Project Sun            | Oregon | Project Fly         | Both   | Project Sir        | Oregon | Project Crayola  | Idaho  |
| *Project Hot            | Oregon | Project Kettle      | Oregon | Project Rawhide    | Oregon | Project Brooklyn | Idaho  |
| *Project Pumpkin        | Both   | Project Kim         | Oregon | Project Bell       | Idaho  | Project AK       | Oregon |
| *Project Lincoln Logs   | Idaho  | Project Gary        | Both   | Project Sunny      | Idaho  | Project Wrench   | Oregon |
| *Project Mountain       | Idaho  | Project Juice       | Idaho  | Project Portion    | Idaho  | Project Bentley  | Idaho  |
| *Project Martin         | Oregon | Project Baa Baa     | Idaho  | Project Graze      | Idaho  |                  |        |
|                         |        | Project Lyle Lovett | Idaho  | Project K          | Oregon |                  |        |
|                         |        | Project Farm        | Both   | Project Basket     | Idaho  |                  |        |
|                         |        | Project Greenhouse  | Idaho  | Project Owyhee     | Oregon |                  |        |
|                         |        | Project Darkness    | Idaho  | Project Bear       | Idaho  |                  |        |

## 2016 Snake River EDA Report Card



## Historical Data

|                                       | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total 2016<br>YTD | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | Grand Total |
|---------------------------------------|---------|---------|---------|---------|-------------------|------|------|------|------|------|------|-------------|
| <b>MARKETING</b>                      |         |         |         |         |                   |      |      |      |      |      |      |             |
| NEW LEADS-REQ FOR PROPOSAL            | 6       |         |         |         |                   | 6    | 39   | 28   | 33   | 27   | 37   | 170         |
| SITE VISITS                           | 5       |         |         |         |                   | 5    | 16   | 7    | 13   | 10   | 9    | 60          |
| Companies landed (assisted)           | 3       |         |         |         |                   | 3    | 6    | 3    | 3    | 2    | 0    | 17          |
| 2012-16 open projects (still working) | 2       |         |         |         |                   | 2    | 17   | 26   | 9    | 20   | 0    | 74          |
| SITE SELECTORS MET                    | 2       |         |         |         |                   | 2    | 25   | 22   | 27   | 21   | 22   | 119         |
| CONFERENCES/TRADE SHOWS               | 3       |         |         |         |                   | 3    | 11   | 9    | 9    | 8    | 2    | 42          |
| PAID MAGAZINE PUBLICATIONS            | 1       |         |         |         |                   | 1    | 2    | 2    | 3    | 3    | 5    | 16          |
| WEBSITE LISTINGS (PAID & FREE)        | 2       |         |         |         |                   | 2    | 4    | 6    | 2    | 5    | 5    | 24          |
| MARKETING TRAINING                    | 1       |         |         |         |                   | 1    | 3    | 2    | 2    | 6    | 2    | 16          |
|                                       |         |         |         |         |                   |      |      |      |      |      |      | 0           |
| <b>BUSINESS EXPANSION</b>             |         |         |         |         |                   |      |      |      |      |      |      |             |
| ONGOING COMPANIES MET WITH            | 6       |         |         |         |                   | 6    | 7    | 8    | 6    | 11   |      | 38          |
| NEW COMPANIES MET WITH                |         |         |         |         |                   | 0    | 7    | 7    | 13   | 13   | 18   | 58          |
|                                       |         |         |         |         |                   |      |      |      |      |      |      | 0           |
| <b>BUSINESS RETENTION</b>             |         |         |         |         |                   |      |      |      |      |      |      |             |
| COMPANIES MET WITH                    | 4       |         |         |         |                   | 4    | 3    | 6    | 7    | 7    |      | 27          |
|                                       |         |         |         |         |                   |      |      |      |      |      |      | 0           |
| <b>NEW BUSINESS START UPS</b>         |         |         |         |         |                   |      |      |      |      |      |      |             |
| COMPANIES MET WITH                    | 1       |         |         |         |                   | 1    | 3    | 5    | 6    | 4    | 9    | 28          |

| *Projects fwd 2012-2015       | Focus  | Project             | Focus  | Project                    | Focus  | Project                | Focus  |
|-------------------------------|--------|---------------------|--------|----------------------------|--------|------------------------|--------|
| *Project Stanton - Win        | Oregon | Project Bolt        | Oregon | Project Michelle           | Idaho  | Project Chipotle - Win | Idaho  |
| *Project Adam & Eve - Win/Win | Idaho  | Project Mixer       | Idaho  | Project Pam                | Idaho  | Project Cut            | Idaho  |
| *Project Sears - Win          | Oregon | Project Rod         | Both   | Project Operations         | Oregon | Project Wrench         | Oregon |
| *Project Jim - Win            | Oregon | Project Vera        | Both   | Project Kelly              | Idaho  | Project \$15           | Oregon |
| *Project Bear - Win           | Idaho  | Project Brass       | Idaho  | Project Tulip              | Idaho  | Project Pat            | Oregon |
| *Project Sun - Win            | Oregon | Project Manser      | Idaho  | Project Sir                | Oregon | Project Crayola        | Idaho  |
| *Project Hot - Win            | Oregon | Project Kettle      | Oregon | Project Rawhide            | Oregon | Project Brooklyn       | Idaho  |
| *Project Pumpkin - Win        | Both   | Project Kim - Win   | Oregon | *Project Energy            | Oregon | Project AK             | Oregon |
| *Project Lincoln Logs - Win   | Idaho  | Project Gary        | Both   | Project Sunny              | Idaho  | Project Survival       | Both   |
| *Project Mountain - Win       | Idaho  | Project Juice       | Idaho  | Project Portion            | Idaho  | Project Gemini         | Idaho  |
| Project Salsa - Win           | Both   | Project Baa Baa     | Idaho  | Project Graze              | Idaho  | Project Violet         | Oregon |
| *Project Neighbor - Win       | Idaho  | Project Lyle Lovett | Idaho  | Project Clearwater Revival | Oregon | Project Country        | Idaho  |
| *Project Fly - Win            | Oregon | Project Farm        | Both   | *Project Basket 2016       | Idaho  | Project Warehouse      | Idaho  |
| *Project Doug - Win           | Oregon | Project Greenhouse  | Idaho  | Project Owyhee             | Oregon | Project Paw            | Idaho  |
| *Project Bently - Win         | Idaho  | Project BAD         | Both   | Project Dave               | Idaho  | Project Shave          | Idaho  |
| *Project Friends - Win        | Oregon | Project Bear #2     | Idaho  | Project Arrowhead          | Both   | Project Water Flower   | Oregon |
| *Project K (2-3) - Win        | Oregon | Project Birdseye    | Idaho  | Project AWW                | Idaho  | Project Falcon         | Both   |

2017 Snake River EDA Report Card



Historical Data

|                                       | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | Total 2017<br>YTD | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | Grand Total |
|---------------------------------------|---------|---------|---------|---------|-------------------|------|------|------|------|------|------|-------------|
| <b>MARKETING</b>                      |         |         |         |         |                   |      |      |      |      |      |      |             |
| NEW LEADS-REQ FOR PROPOSAL            | 6       | 4       | 5       | 4       | 19                | 36   | 39   | 28   | 33   | 27   | 37   | 219         |
| SITE VISITS                           | 5       | 3       | 2       | 2       | 12                | 22   | 16   | 7    | 13   | 10   | 9    | 89          |
| Companies landed (assisted)           | 3       | 1       | 2       |         | 6                 | 7    | 6    | 3    | 3    | 2    | 0    | 27          |
| 2012-16 open projects (still working) | 2       | 3       | 8       | 7       | 20                | 19   | 17   | 26   | 9    | 20   | 0    | 111         |
| SITE SELECTORS MET                    | 2       | 1       | 1       | 1       | 5                 | 11   | 25   | 22   | 27   | 21   | 22   | 133         |
| CONFERENCES/TRADE SHOWS               | 3       | 1       | 3       |         | 7                 | 5    | 11   | 9    | 9    | 8    | 2    | 51          |
| PAID MAGAZINE PUBLICATIONS            | 1       | 1       | 1       | 1       | 4                 | 6    | 2    | 2    | 3    | 3    | 5    | 25          |
| WEBSITE LISTINGS (PAID & FREE)        | 2       | 2       | 1       | 2       | 7                 | 5    | 4    | 6    | 2    | 5    | 5    | 34          |
| MARKETING TRAINING                    | 1       | 1       | 1       | 3       | 6                 | 2    | 3    | 2    | 2    | 6    | 2    | 23          |
| <b>BUSINESS EXPANSION</b>             |         |         |         |         | 0                 |      |      |      |      |      |      | 0           |
| ONGOING COMPANIES MET WITH            | 6       | 1       | 3       | 1       | 11                | 11   | 7    | 8    | 6    | 11   |      | 54          |
| NEW COMPANIES MET WITH                |         | 2       | 1       | 1       | 4                 | 6    | 7    | 7    | 13   | 13   | 18   | 68          |
| <b>BUSINESS RETENTION</b>             |         |         |         |         | 0                 |      |      |      |      |      |      | 0           |
| COMPANIES MET WITH                    | 4       | 1       | 5       | 4       | 14                | 10   | 3    | 6    | 7    | 7    |      | 47          |
| <b>NEW BUSINESS START UPS</b>         |         |         |         |         | 0                 |      |      |      |      |      |      | 0           |
| COMPANIES MET WITH                    | 1       | 2       | 3       | 1       | 7                 | 6    | 3    | 5    | 6    | 4    | 9    | 40          |

| *Projects fwd 2012-2018       | Focus  | Project                   | Focus  | Project                    | Focus  | Project           | Focus  |
|-------------------------------|--------|---------------------------|--------|----------------------------|--------|-------------------|--------|
| *Project Stanton - Win        | Oregon | *Project Kim - Win        | Oregon | Project Falcon             | Both   | Project Mixer     | Idaho  |
| *Project Adam & Eve - Win/Win | Idaho  | *Project Chipotle - Idaho |        | *Project Babe              | Oregon | Project Cut       | Idaho  |
| *Project Sears - Win          | Oregon | Project Neena - Win       | Idaho  | Project Operations         | Oregon | Project Crayola   | Idaho  |
| *Project Jim - Win            | Oregon | Project Tractor - Win     | Idaho  | Project Kelly              | Idaho  | Project Brooklyn  | Idaho  |
| *Project Bear - Win           | Idaho  | Project IT-Win            | Idaho  | Project Tulip              | Idaho  | Project AK        | Oregon |
| *Project Sun - Win            | Oregon | Project Hotel             | Idaho  | Project Sir                | Oregon | Project Survival  | Both   |
| *Project Hot - Win            | Oregon | Project Vera              | Both   | Project Rawhide            | Oregon | Project Gemini    | Idaho  |
| *Project Pumpkin - Win        | Both   | Project Brass             | Idaho  | Project W                  | Idaho  | Project Warehouse | Idaho  |
| *Project Lincoln Logs - Win   | Idaho  | Project Gary              | Both   | Project Sunny              | Idaho  | Project Paw       | Idaho  |
| *Project Mountain - Win       | Idaho  | Project Juice             | Idaho  | Project Portion            | Idaho  | Project Shave     | Idaho  |
| Project Salsa - Win           | Both   | Project Bolt              | Oregon | Project Graze              | Idaho  | Project Explore   | Oregon |
| *Project Neighbor - Win       | Idaho  | Project Rod               | Both   | Project Clearwater Revival | Oregon | Project 1000      | Idaho  |
| *Project Fly - Win            | Oregon | Project Farm              | Both   | *Project Basket 2016       | Idaho  | Project Red Rock  | Oregon |
| *Project Doug - Win           | Oregon | Project Greenhouse        | Idaho  | Project Owyhee             | Oregon | Project EDA       | Both   |
| *Project Bently - Win         | Idaho  | Project BAD               | Both   | Project Dave               | Idaho  | Project Gem       | Idaho  |
| *Project Friends - Win        | Oregon | Project Bear #2           | Idaho  | Project Arrowhead          | Both   | Project Spud      | Idaho  |
| *Project K (2-3) - Win        | Oregon | Project Birdseye          | Idaho  | Project AWW                | Idaho  | Project Bloom     | Idaho  |

Project Hereford - Win

Idaho Project Fish

Oregon Project Banjo

Oregon Project Duke

Idaho

## 2018 Snake River EDA Report Card



## Historical Data

|                                       | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | 2018<br>YTD | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | Grand Total |
|---------------------------------------|---------|---------|---------|---------|-------------|------|------|------|------|------|------|------|-------------|
| <b>MARKETING</b>                      |         |         |         |         |             |      |      |      |      |      |      |      |             |
| NEW LEADS-REQ FOR PROPOSAL            | 9       | 13      | 11      | 4       | 37          | 19   | 36   | 39   | 28   | 33   | 27   | 37   | 256         |
| SITE VISITS                           | 4       | 6       | 6       | 2       | 18          | 12   | 22   | 16   | 7    | 13   | 10   | 9    | 107         |
| Companies landed (assisted)           | 2       | 1       | 2       | 1       | 6           | 6    | 7    | 6    | 3    | 3    | 2    | 0    | 33          |
| 2012-18 open projects (still working) | 7       | 9       | 13      | 4       | 33          | 20   | 19   | 17   | 26   | 9    | 20   | 0    | 144         |
| SITE SELECTORS MET                    | 3       | 2       | 3       | 14      | 22          | 5    | 11   | 25   | 22   | 27   | 21   | 22   | 155         |
| CONFERENCES/TRADE SHOWS               | 2       | 2       | 3       | 3       | 10          | 7    | 5    | 11   | 9    | 9    | 8    | 2    | 61          |
| PAID MAGAZINE PUBLICATIONS            | 1       | 0       | 0       | 1       | 2           | 4    | 6    | 2    | 2    | 3    | 3    | 5    | 27          |
| WEBSITE LISTINGS (PAID & FREE)        | 1       | 1       | 1       | 1       | 4           | 7    | 5    | 4    | 6    | 2    | 5    | 5    | 38          |
| MARKETING TRAINING                    | 1       | 1       | 1       | 1       | 4           | 6    | 2    | 3    | 2    | 2    | 6    | 2    | 27          |
| <b>BUSINESS EXPANSION</b>             |         |         |         |         |             |      |      |      |      |      |      |      |             |
| ONGOING COMPANIES MET WITH            | 1       | 4       | 3       | 5       | 13          | 11   | 11   | 7    | 8    | 6    | 11   |      | 67          |
| NEW COMPANIES MET WITH                | 3       | 1       | 1       | 1       | 6           | 4    | 6    | 7    | 7    | 13   | 13   | 18   | 74          |
| <b>BUSINESS RETENTION</b>             |         |         |         |         |             |      |      |      |      |      |      |      |             |
| COMPANIES MET WITH                    | 3       | 3       | 3       | 2       | 11          | 14   | 10   | 3    | 6    | 7    | 7    |      | 58          |
| <b>NEW BUSINESS START UPS</b>         |         |         |         |         |             |      |      |      |      |      |      |      |             |
| COMPANIES MET WITH                    | 2       | 4       | 6       | 2       | 14          | 7    | 6    | 3    | 5    | 6    | 4    | 9    | 54          |

|                               |        |                             |        |                        |        |                   |        |
|-------------------------------|--------|-----------------------------|--------|------------------------|--------|-------------------|--------|
| *Projects fwd 2012-2018       | Focus  | Project                     | Focus  | Project                | Focus  | Project           | Focus  |
| *Project Stanton - Win        | Oregon | *Project Kim - Win          | Oregon | Project Falcon         | Both   | Project Mixer     | Idaho  |
| *Project Adam & Eve - Win/Win | Idaho  | *Project Chipotle - Win     | Idaho  | *Project Babe          | Oregon | Project Cut       | Idaho  |
| *Project Sears - Win          | Oregon | Project Neena - Win         | Idaho  | Project Operations     | Oregon | Project Energy    | Oregon |
| *Project Jim - Win            | Oregon | Project Tractor - win       | Idaho  | Project Kelly          | Idaho  | Project Brooklyn  | Idaho  |
| *Project Bear - Win           | Idaho  | Project IT-Win              | Idaho  | Project Tulip          | Idaho  | Project AK        | Oregon |
| *Project Sun - Win            | Oregon | Project Panic (Tetra) - Win | Idaho  | Project Sir            | Oregon | Project Survival  | Both   |
| *Project Hot - Win            | Oregon | Project Glass - Win         | Oregon | Project Rawhide        | Oregon | Project Gemini    | Idaho  |
| *Project Pumpkin - Win        | Both   | Project 6 Days - Win        | Idaho  | Project Sunshine Ranch | Oregon | Project Warehouse | Idaho  |
| *Project Lincoln Logs - Win   | Idaho  | Project Mini Farm - Win     | Idaho  | Project Sunny          | Idaho  | Project Paw       | Idaho  |
| *Project Mountain - Win       | Idaho  | Project 121 N Main          | Idaho  | Project Load           | Both   | Project Shave     | Idaho  |
| Project Salsa - Win           | Idaho  | Project MAC - Win           | Oregon | Project Mini Farm      | Idaho  | Project Explore   | Oregon |
| *Project Neighbor - Win       | Idaho  | Project Soup                | Both   | Project Hotel (2)      | Idaho  | Project 1000      | Idaho  |
| *Project Fly - Win            | Oregon | Project Tyri                | Idaho  | Project Mustang        | Idaho  | Project Red Rock  | Oregon |
| *Project Doug - Win           | Oregon | Project Dudley              | Idaho  | Project Mountain 2     | Idaho  | Project EDA       | Both   |
| *Project Bently - Win         | Idaho  | Project Aliza 1             | Oregon | Project Old Joe        | Idaho  | Project Gem       | Idaho  |
| *Project Friends - Win        | Oregon | Project Aliza 2             | Oregon | Project Mitt           | Idaho  | Project Spud      | Idaho  |
| *Project K (3-3) - Win        | Oregon | Project Wild                | Idaho  | Project Vera/Yes       | Idaho  | Project Bloom     | Idaho  |



Project Hereford - Win

Idaho Project Chamber

Oregon Project Duchess

Both Project Duke

Idaho

2019 Snake River EDA Report Card



Historical Data

|                                       | 1ST QTR | 2ND QTR | 3RD QTR | 4th QTR | 2019<br>YTD | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | Grand<br>Total |
|---------------------------------------|---------|---------|---------|---------|-------------|------|------|------|------|------|------|------|------|----------------|
| <b>MARKETING</b>                      |         |         |         |         |             |      |      |      |      |      |      |      |      |                |
| NEW LEADS-REQ FOR PROPOSAL            | 8       | 10      |         |         | 18          | 37   | 19   | 36   | 39   | 28   | 33   | 27   | 37   | 274            |
| SITE VISITS                           | 6       | 2       |         |         | 8           | 18   | 12   | 22   | 16   | 7    | 13   | 10   | 9    | 115            |
| Companies landed (assisted)           | 1       | 1       |         |         | 2           | 6    | 6    | 7    | 6    | 3    | 3    | 2    | 0    | 35             |
| 2012-19 open projects (still working) |         | 8       |         |         | 8           | 33   | 20   | 19   | 17   | 26   | 9    | 20   | 0    | 152            |
| SITE SELECTORS MET                    | 2       |         |         |         | 2           | 22   | 5    | 11   | 25   | 22   | 27   | 21   | 22   | 157            |
| CONFERENCES/TRADE SHOWS               | 4       | 2       |         |         | 6           | 10   | 7    | 5    | 11   | 9    | 9    | 8    | 2    | 67             |
| PAID MAGAZINE PUBLICATIONS            | 1       | 1       |         |         | 2           | 2    | 4    | 6    | 2    | 2    | 3    | 3    | 5    | 29             |
| WEBSITE LISTINGS (PAID & FREE)        |         |         |         |         | 0           | 4    | 7    | 5    | 4    | 6    | 2    | 5    | 5    | 38             |
| MARKETING TRAINING                    | 1       | 1       |         |         | 2           | 4    | 6    | 2    | 3    | 2    | 2    | 6    | 2    | 29             |
| <b>BUSINESS EXPANSION</b>             |         |         |         |         |             |      |      |      |      |      |      |      |      |                |
| ONGOING COMPANIES MET WITH            | 1       | 5       |         |         | 6           | 13   | 11   | 11   | 7    | 8    | 6    | 11   |      | 73             |
| NEW COMPANIES MET WITH                | 4       | 4       |         |         | 8           | 6    | 4    | 6    | 7    | 7    | 13   | 13   | 18   | 82             |
| <b>BUSINESS RETENTION</b>             |         |         |         |         |             |      |      |      |      |      |      |      |      |                |
| COMPANIES MET WITH                    | 2       | 3       |         |         | 5           | 11   | 14   | 10   | 3    | 6    | 7    | 7    |      | 63             |
| <b>NEW BUSINESS START UPS</b>         |         |         |         |         |             |      |      |      |      |      |      |      |      |                |
| COMPANIES MET WITH                    | 5       | 3       |         |         | 8           | 14   | 7    | 6    | 3    | 5    | 6    | 4    | 9    | 62             |

| *Projects fwd 2012-2018       | Focus  | Project                     | Focus  | Project                       | Focus | Project                | Focus |
|-------------------------------|--------|-----------------------------|--------|-------------------------------|-------|------------------------|-------|
| *Project Stanton - Win        | Oregon | *Project Kim - Win          | Oregon | Project Red Rock (Nyssa)      | OR    | Project Greene         | OR    |
| *Project Adam & Eve - Win/Win | Idaho  | *Project Chipotle - Win     | Idaho  | Project Gizmo (Weiser)        | ID    | Project MBS            | OR    |
| *Project Sears - Win          | Oregon | Project Neena - Win         | Idaho  | Project Mike G (New Plymouth) | ID    | Project Evanstar       | ID    |
| *Project Jim - Win            | Oregon | Project Tractor - win       | Idaho  | Project Mike H (Ontario)      | OR    | Wagon Wheel            | ID    |
| *Project Bear - Win           | Idaho  | Project IT-Win              | Idaho  | Project Mars (Ontario)        | OR    | Project Fiber          | ID    |
| *Project Sun - Win            | Oregon | Project Panic (Tetra) - Win | Idaho  | Project TWO (Fruitland)       | ID    | Project Load           | OR    |
| *Project Hot - Win            | Oregon | Project Glass - Win         | Oregon | Project Charlie (Fruitland)   | ID    | Project RWP            | ID    |
| *Project Pumpkin - Win        | Both   | Project 6 Days - Win        | Idaho  | Project Long Shot             | ID    | Project Grand Prix     | OR    |
| *Project Lincoln Logs - Win   | Idaho  | Project Mini Farm - Win     | Idaho  | Project Evanstar              | ID    | Project Willy          | ID    |
| *Project Mountain - Win       | Idaho  | Project 121 N Main          | Idaho  | Project George (Payette)      | ID    | Project Hen            | ID    |
| Project Salsa - Win           | Idaho  | Project MAC - Win           | Oregon | Project Call Home             | ID    | Project ELVA           | OR    |
| *Project Neighbor - Win       | Idaho  | Project Super Secret - Win  | Oregon | Project Clover (Ontario)      | OR    | Project Pie in the Sky | OR    |
| *Project Fly - Win            | Oregon | Project Shoes - Win         | Oregon | Project Race Car              | OR    |                        |       |
| *Project Doug - Win           | Oregon | Project Wrench - Win        | Oregon | Project Scissors              | OR    |                        |       |
| *Project Bently - Win         | Idaho  | Project Tread - Win         | Idaho  | Project Kelvin                | OR    |                        |       |
| *Project Friends - Win        | Oregon | Project Connect - Win       | Idaho  | Project Cold (Ontario)        | OR    |                        |       |
| *Project K (3-3) - Wins       | Oregon |                             |        | Project Muir (Ontario)        | OR    |                        |       |

Project Hereford - Win

Idaho

Project Trees

Both

**Snake River EDA Results:**

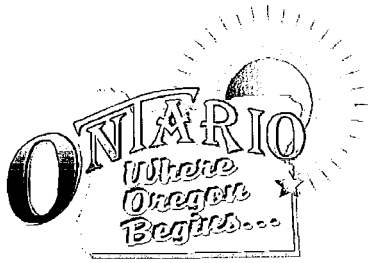
| <b>Activity</b>      | <b>YTD 2016</b> | <b>2015</b> | <b>2014</b> | <b>2013</b> | <b>2012</b> | <b>2011</b> | <b>Total</b> |
|----------------------|-----------------|-------------|-------------|-------------|-------------|-------------|--------------|
| New Leads            | 36              | 39          | 28          | 33          | 27          | 37          | 200          |
| Site Visits          | 22              | 16          | 7           | 13          | 10          | 9           | 77           |
| Landed               | 7               | 6           | 3           | 3           | 2           | 0           | 21           |
| Businesses Met With: |                 |             |             |             |             |             |              |
| Expansion            | 11              | 14          | 6           | 13          | 13          | 18          | 75           |
| Retention            | 10              | 3           | 6           | 7           | 7           | 0           | 33           |
| Startups             | 6               | 3           | 5           | 6           | 4           | 9           | 33           |

**AGENDA**  
**ONTARIO VISITORS AND CONVENTIONS BUREAU BOARD**  
**OCTOBER 3, 2019 - 7:00 a.m. M.T.**  
**ONTARIO AREA CHAMBER OF COMMERCE OFFICE**

- 1) Call to order:  
This agenda was emailed: September 26, 2019
  - (a) Roll Call:  
Debbie Blackaby\_\_\_\_ Cheryl Cruson\_\_\_\_ Doug Dean\_\_\_\_ Terry Dols\_\_\_\_  
John Hall\_\_\_\_ Bob Quinn\_\_\_\_ Dan Capron\_\_\_\_  
  
City Manager Adam Brown\_\_\_\_  
V&C Director John Breidenbach\_\_\_\_
- 2) New Business
  - a) Grant Request: Ontario Lions Club's Lions Park Improvement Project
  - b) Grant Request: Treasure Valley Community College Chukar Rodeo
  - c) Grant Request: Charmed Needle LLC's Trick or Treat on Oregon Street
- 3) Motion to adopt V&C Meeting Minutes of August 1, 2019 meeting
- 4) Review Financial Report – John Hall
- 5) V&C Director Report – John Breidenbach
  - a. Follow-up reports from Four Rivers Cultural Center and Revitalize Ontario!
- 6) Adjourn

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, if you contact the City at 889-7684 at least one working day prior to the need for services, we will make every reasonable effort to accommodate the need. T.D.D. available by calling 889-7266.





## VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce

251 SW 9<sup>th</sup> St.

Ontario, OR 97914

541-889-8012 (Voice) 541-889-8331 (Fax)

[info@ontariochamber.com](mailto:info@ontariochamber.com)

### PROMOTION AND EVENT FUND APPLICATION

#### GENERAL INFORMATION:

Name of Applicant Organization: Ontario Lions Club

Complete Mailing Address: P.O. Box 66 Ontario, OR 97914

Telephone: (541) 889-6141 Fax: (541) 889-6142 E-Mail: gigglegraceoffice@gmail.com

Principal Contact Shawn Reynolds

Complete Mailing Address: 1260 SW 87th Avenue Ontario, OR 97914

Telephone: (541) 889-6141 Fax: (541) 889-6142 E-Mail: gigglegraceoffice@gmail.com

Name of Event and Date and Time Event Will Be Held: Lions Park Improvement Project TBD

Has organization applied for a V&C Grant Before:        Yes   X   No

*\*If yes was the V&C grant request approved and for what amount:*

       Yes        No / \$                     

*\*If grant request was approved did the organization give their 90 day follow-up report*

       Yes        No

Description of Promotion or Event: The promotion/event will be in the

form of a project to replace and update playground equipment

in the Ontario Lions Park to better promote tourism of the Ontario

Lions Park and Splash Park. The Ontario Lions are fully

committed to this project as is the city of Ontario.

NATURE OF PROMOTION/EVENT: Improvement Project

  X   Tourism based capital project        Multi-night local lodging event

       Special media promotion        Education and/or training project

Amount of Funding Support Requested: \$ 3,000

Total Promotion/Event Budget: \$ 24,000

What specific expenditures will the granted funds be used for?: If awarded grant funds from the generous Visitors & Convention Board, funds will be used to purchase new playground equipment. Most of the labor for this project will be donated by both the City and Lions Club.

List promotion/event supporters or partners\*: City of Ontario, Giggler & Grace, Malheur Federal Credit Union, and many more businesses and groups.

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#### PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.): The Ontario Lions Park has always been a staple of our community. The Splash Park combined with new playground equipment will extend this impact by increasing tourism and community morale. Ontario needs more amenities to offer our families and visitors. Ontario must capitalize on Idaho tourism to strengthen our own community.

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#### FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

## PROPOSED REVENUES

|                                         |                         |
|-----------------------------------------|-------------------------|
| Source #1 <u>Ontario Lions</u>          | Amount \$ <u>3,000</u>  |
| Source #2 <u>City of Ontario</u>        | Amount \$ <u>10,000</u> |
| Source #3 <u>Care in the Park Funds</u> | Amount \$ <u>4,000</u>  |
| Source #4 <u>V&amp;C Board</u>          | Amount \$ <u>3,000</u>  |
| Source #5 <u>Local Businesses</u>       | Amount \$ <u>4,000</u>  |

TOTAL REVENUES      \$ 24,000

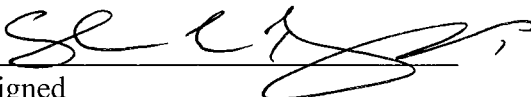
## PROPOSED EXPENDITURES

|                                           |                         |
|-------------------------------------------|-------------------------|
| Use #1 <u>Playground Equipment</u>        | Amount \$ <u>24,000</u> |
| Use #2 <u>(waiting on bids and plans)</u> | Amount \$ _____         |
| Use #3 <u>Room Reservation Today!</u>     | Amount \$ _____         |
| Use #4 _____                              | Amount \$ _____         |
| Use #5 _____                              | Amount \$ _____         |
| Use #6 _____                              | Amount \$ _____         |
| Use #7 _____                              | Amount \$ _____         |
| Use #8 _____                              | Amount \$ _____         |
| Use #9 _____                              | Amount \$ _____         |
| Use #10 _____                             | Amount \$ _____         |

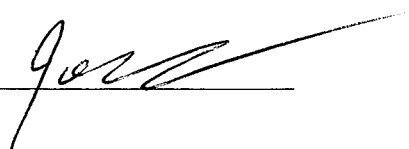
TOTAL EXPENDITURES \$ 24,000  
 REVENUES MINUS EXPENDITURES \$ 0

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

9/17/2014  
 Date

  
 Signed

Shawn C. Reynolds  
 Printed Name of Applicant

Date Received: 9/17/2014      Ontario Area Chamber President/CEO: 

# V&C GRANT CRITERIA CHECKLIST

**Applicant/Event: Ontario Lions Club's Lions Park Improvement Project**

| Criteria |                                                                                                                                                                                                                                                                                                                 | Meets No<br>Criteria - Point<br>Value 0 | Partly Meets<br>Criteria - Point<br>Value 1 | Sufficiently<br>Meets Criteria -<br>Point Value 3 | Exceeds Criteria<br>- Point Value 5 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------|---------------------------------------------------|-------------------------------------|
| 1        | The project is a capital project, which enhances tourism such as, but not limited to, beautification. Examples of such potential projects might include coordinated refuse bins in shopping areas or enhancements to the highway arterial entrances to the City of Ontario such as shrubs, lighting or signage. |                                         |                                             |                                                   |                                     |
| 2        | Events that would attract attendees and participants from out of the area and would promote local tourism and business. Extra consideration will be given to multi-night events that necessitate over night lodging in the Ontario area.                                                                        |                                         |                                             |                                                   |                                     |
| 3        | Projects consisting of special area media promotions. These could include, among others, special brochures or videos or advertising co-op projects designed to extol the virtues of Ontario as a tourism, convention, cultural, or recreational destination.                                                    |                                         |                                             |                                                   |                                     |
| 4        | Projects related to the education and/or training of the Visitors and Conventions Director or Board members.                                                                                                                                                                                                    |                                         |                                             |                                                   |                                     |

## ADDITIONAL QUESTIONS

YES

NO

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Is this a not for profit project? |  |  |  |
|-----------------------------------|--|--|--|

TOTAL POINTS

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

POINT SYSTEM

|             |                                                    |
|-------------|----------------------------------------------------|
| 0           | Unable to provide funding.                         |
| 1 through 3 | May provide funding with or without contingencies. |
| 4 through 5 | May provide funding with or without contingencies. |

Date: 10/03/19



## VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce

251 SW 9<sup>th</sup> St.

Ontario, OR 97914

541-889-8012 (Voice) 541-889-8331 (Fax)

[info@ontariochamber.com](mailto:info@ontariochamber.com)

### PROMOTION AND EVENT FUND APPLICATION

#### GENERAL INFORMATION:

Name of Applicant Organization: Treasure Valley Community college rodeo team

Complete Mailing Address: 650 college Blvd. Ontario, OR 97914

Telephone: 541-881-5970 Fax: 541-881-2731 E-Mail: vgrace@tvcc.cc

Principal Contact Drew Pearson - Rodeo Team

Complete Mailing Address: 650 college Blvd. Ontario, OR 97914

Telephone: 541-881-5587 Fax: 541-881-5521 E-Mail: dpearson@tvcc.cc

Name of Event and Date and Time Event Will Be Held: TVCC chuckar rodeo - 10/11-13/2019

Has organization applied for a V&C Grant Before: ☒ Yes ☐ No

\*If yes was the V&C grant request approved and for what amount:

☒ Yes ☐ No / \$ 2000

\*If grant request was approved did the organization give their 90 day follow-up report

☒ Yes ☐ No

Description of Promotion or Event: First regional rodeo for the

Northwest Region of the NIRA. Followed by the TVCC

Chuckar rodeo. Teams from 15 colleges and universities

in Oregon, Idaho, and Washington will compete in 2

rodeos. Annual appreciation BBQ will start weekend for all  
Supporters.

NATURE OF PROMOTION/EVENT: \_\_\_\_\_

☐ Tourism based capital project

☒ Multi-night local lodging event

☐ Special media promotion

☐ Education and/or training project



Amount of Funding Support Requested: \$ 2000

Total Promotion/Event Budget: \$ 11,500

What specific expenditures will the granted funds be used for?: Promotion of Tvcc and city Ontario through, radio interviews, promotional fliers, mailing, and media advertising. Other expenses may include: Stock contractor, announcer, judges, and support staff essential for rodeo.

List promotion/event supporters or partners\*\*: Treasure valley community college, Treasure valley paramedics, Ontario auto ranch, Cambell Tractor of Fruitland, Tvcc Ag Ambassador club, Young Farmers and Ranchers Club, National Intercollegiate Rodeo Association

#### **PROJECTED PROMOTION/EVENT IMPACT:**

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.): This is the 1st regional rodeo

of the fiscal year, and we expect it to be well attended; all the Northwest Region colleges will be represented. Other colleges who are not regional members will also be presented.

Judging from last year, we expect teams to stay with local hotels for minimum of 2 nights & reserving 8 rooms or more. We expect a minimum of 500 visitors to pass through Ontario. As they travel they will purchase gas, food, and other traveling items. It is also possible for

other services for emergencies such as; veterinary, medical, tire, and mechanical services all located in Ontario.

#### **FINANCIAL REPORTING REQUIREMENTS:**

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

## PROPOSED REVENUES

|                                               |                          |
|-----------------------------------------------|--------------------------|
| Source #1 <u>Wholesale Stand 10% proceeds</u> | Amount \$ <u>220.25</u>  |
| Source #2 <u>Ticket Sales</u>                 | Amount \$ <u>2733.00</u> |
| Source #3 <u>WW Region</u>                    | Amount \$ <u>2910.00</u> |
| Source #4 _____                               | Amount \$ _____          |
| Source #5 _____                               | Amount \$ _____          |

TOTAL REVENUES      \$ 5863.25

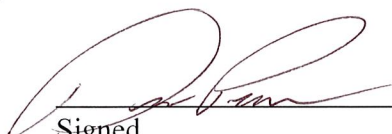
## PROPOSED EXPENDITURES

|                                           |                          |
|-------------------------------------------|--------------------------|
| Use #1 <u>Rough Stock</u>                 | Amount \$ <u>3500.00</u> |
| Use #2 <u>Time-Event Stock</u>            | Amount \$ <u>6500.00</u> |
| Use #3 <u>Radio Stock Feed</u>            | Amount \$ <u>7200.00</u> |
| Use #4 <u>Advertising &amp; promotion</u> | Amount \$ <u>1540.12</u> |
| Use #5 <u>Kick off BBQ</u>                | Amount \$ <u>1400.28</u> |
| Use #6 <u>WWA Certified Judges</u>        | Amount \$ <u>1700.00</u> |
| Use #7 <u>Bullfighters</u>                | Amount \$ <u>1200.00</u> |
| Use #8 <u>Radio announcer/timers</u>      | Amount \$ <u>1000.00</u> |
| Use #9 <u>pick up men</u>                 | Amount \$ <u>1000.00</u> |
| Use #10 <u>pick up horses</u>             | Amount \$ <u>750.00</u>  |

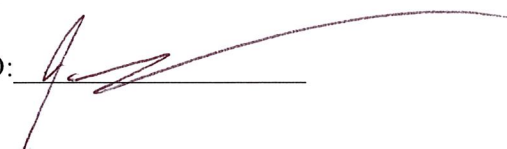
TOTAL EXPENDITURES \$ 26141.40  
 REVENUES MINUS EXPENDITURES \$ -20278.15

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

9-24-19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signed

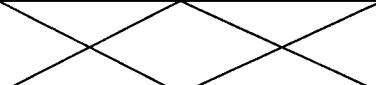
  
 \_\_\_\_\_  
 Printed Name of Applicant

Date Received: 9/24/19 Ontario Area Chamber President/CEO: 

## V&C GRANT CRITERIA CHECKLIST

**Applicant/Event: Treasure Valley Community College Rodeo Team's Chukar Rodeo**

| Criteria |                                                                                                                                                                                                                                                                                                                 | Meets No<br>Criteria - Point<br>Value 0 | Partly Meets<br>Criteria - Point<br>Value 1 | Sufficiently<br>Meets Criteria -<br>Point Value 3 | Exceeds Criteria<br>- Point Value 5 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------|---------------------------------------------------|-------------------------------------|
| 1        | The project is a capital project, which enhances tourism such as, but not limited to, beautification. Examples of such potential projects might include coordinated refuse bins in shopping areas or enhancements to the highway arterial entrances to the City of Ontario such as shrubs, lighting or signage. |                                         |                                             |                                                   |                                     |
| 2        | Events that would attract attendees and participants from out of the area and would promote local tourism and business. Extra consideration will be given to multi-night events that necessitate over night lodging in the Ontario area.                                                                        |                                         |                                             |                                                   |                                     |
| 3        | Projects consisting of special area media promotions. These could include, among others, special brochures or videos or advertising co-op projects designed to extol the virtues of Ontario as a tourism, convention, cultural, or recreational destination.                                                    |                                         |                                             |                                                   |                                     |
| 4        | Projects related to the education and/or training of the Visitors and Conventions Director or Board members.                                                                                                                                                                                                    |                                         |                                             |                                                   |                                     |

|                                   |                                                                                                                                                                                                                                                                          |    |                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------|
| ADDITIONAL QUESTIONS              | YES                                                                                                                                                                                                                                                                      | NO |                                                                                      |
| Is this a not for profit project? |                                                                                                                                                                                                                                                                          |    |  |
| TOTAL POINTS                      |                                                                                                                                                                                                                                                                          |    |                                                                                      |
| POINT SYSTEM                      | <div style="display: flex; justify-content: space-between;"> <div> 0<br/>1 through 3<br/>4 through 5 </div> <div> Unable to provide funding.<br/>May provide funding with or without contingencies.<br/>May provide funding with or without contingencies. </div> </div> |    |                                                                                      |
| Date:                             |                                                                                                                                                                                                                                                                          |    | 10/03/19                                                                             |





## VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce

251 SW 9<sup>th</sup> St.

Ontario, OR 97914

541-889-8012 (Voice) 541-889-8331 (Fax)

### PROMOTION AND EVENT FUND APPLICATION

#### GENERAL INFORMATION:

Name of Applicant Organization: Charmed Needles LLC.

Complete Mailing Address: 222 S. Oregon St.

Telephone: 541-889-6215 Fax: \_\_\_\_\_ E-Mail: christina@charmedneedles.com

Principal Contact Christina Barron, 789 NW 4<sup>th</sup> St, Ontario, OR

Complete Mailing Address: christina@charmedneedles.com

Telephone: CELL (208) 794-7711 Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of Event and Date and Time Event Will Be Held: 31 Oct 2019 3:30pm-6:00pm  
Trick or Treat on Oregon Street.

Has organization applied for a V&C Grant Before: \_\_\_\_\_ Yes X No

\*If yes was the V&C grant request approved and for what amount:

\_\_\_\_\_ Yes \_\_\_\_\_ No / \$ \_\_\_\_\_

\*If grant request was approved did the organization give their 90 day follow-up report

\_\_\_\_\_ Yes \_\_\_\_\_ No

Description of Promotion or Event: To provide a safe Trick or Treat  
setting for kids and Parents, Local Businesses will offer  
treats from 3:30p-6:00pm on Oregon Street between the  
blocks of Idaho and 4<sup>th</sup> on Oct 31<sup>st</sup> (Halloween)

NATURE OF PROMOTION/EVENT: Community Event

\_\_\_\_\_ Tourism based capital project

\_\_\_\_\_ Multi-night local lodging event

X Special media promotion

\_\_\_\_\_ Education and/or training project

Amount of Funding Support Requested: \$ 1126 , 1000 of which may be  
Total Promotion/Event Budget: \$ 1526 refunded by the  
city after the  
event

What specific expenditures will the granted funds be used for?: Painting Flyers,  
Permits and Fees

List promotion/event supporters or partners\*\*: Charmed Needles, Eastern  
Oregon Hypnosis, other participating businesses

#### PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.):

Provide greater exposure to participating businesses  
through a family-friendly event.  
For Businesses not on the Oregon Street Corridor  
are to set up Booths in Moore Park.

#### FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:



### PROPOSED REVENUES

|                                              |       |                                   |
|----------------------------------------------|-------|-----------------------------------|
| Source #1 <u>\$20 for Printing from Each</u> | (20+) | Amount \$ <u>400<sup>00</sup></u> |
| Source #2 <u>Participating Business</u>      |       | Amount \$ _____                   |
| Source #3 _____                              |       | Amount \$ _____                   |
| Source #4 _____                              |       | Amount \$ _____                   |
| Source #5 _____                              |       | Amount \$ _____                   |

TOTAL REVENUES      \$ 400<sup>00</sup> +

### PROPOSED EXPENDITURES

|                                                  |                                   |
|--------------------------------------------------|-----------------------------------|
| Use #1 <u>Printing of Publicity Flyers</u>       | Amount \$ <u>400<sup>00</sup></u> |
| Use #2 <u>Spec. Event Perm App Fee</u>           | Amount \$ <u>1.0<sup>00</sup></u> |
| Use #3 <u>Park Use Fee</u>                       | Amount \$ <u>50<sup>00</sup></u>  |
| Use #4 <u>CleanUp Deposit (Refundable)</u>       | Amount \$ <u>500<sup>00</sup></u> |
| Use #5 <u>Damage Deposit (Refundable)</u>        | Amount \$ <u>500<sup>00</sup></u> |
| Use #6 <u>City Post &amp; Pre Inspection Fee</u> | Amount \$ <u>66<sup>00</sup></u>  |
| Use #7 _____                                     | Amount \$ _____                   |
| Use #8 _____                                     | Amount \$ _____                   |
| Use #9 _____                                     | Amount \$ _____                   |
| Use #10 _____                                    | Amount \$ _____                   |

TOTAL EXPENDITURES \$ 1,526<sup>00</sup>  
 REVENUES MINUS EXPENDITURES \$ 1,026<sup>00</sup>

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

26 September 2019  
 Date

Christina M Barron  
 Signed

Christina Barron  
 Printed Name of Applicant

Date Received: 26 Sept 19 Ontario Area Chamber President/CEO: John B



## **Proposed Downtown Safe Trunk or Treat**

- When: Halloween, Thursday, October 31, 2019, 3:30PM-6PM
- Why: To offer a safe trick-or-treating place for area children
- Who: Ontario area businesses
- What:
  - Businesses supply their own Halloween treats to hand out to costumed children
  - Charmed Needles and Eastern Oregon Hypnosis will coordinate publicity
    - We will ask participating businesses to help contribute towards any flyer printing or other publicity expenses
    - The publicity contribution amount will depend upon how many business agree to participate
    - Deadline for businesses to sign up to participate will be no later than October 15, so that we can get your business name on the publicity flyers
    - In order to not have children crossing very many streets, we would like to keep this in 8-block area from the South side of Idaho Avenue to the North side of South 4<sup>th</sup> Avenue, and from Depot Lane to the East side of West 1<sup>st</sup> Street. If your business is not within this perimeter, you are invited to set up tables and booths in the parking lots along Depot Lane, on the sidewalks in front of other businesses, and in Moore park.

**LET'S CREATE A SAFE AND FUN HALLOWEEN PARTY FOR OUR CHILDREN!**

Contact:

Christina Barron  
Owner  
Charmed Needles LLC  
222 S. Oregon St  
Ontario OR 97914  
541-889-6215  
[Christina@CharmedNeedles.com](mailto:Christina@CharmedNeedles.com)

David Barron  
Owner  
Eastern Oregon Hypnosis  
248 Depot Lane  
Ontario OR 97914  
541-216-6696  
[MindControlIsMyBusiness@gmail.com](mailto:MindControlIsMyBusiness@gmail.com)







## V&C GRANT CRITERIA CHECKLIST

**Applicant/Event: Charmed Needles LLC's Trick or Treat on Oregon Street**

| Criteria |                                                                                                                                                                                                                                                                                                                 | Meets No<br>Criteria - Point<br>Value 0 | Partly Meets<br>Criteria - Point<br>Value 1 | Sufficiently<br>Meets Criteria -<br>Point Value 3 | Exceeds Criteria<br>- Point Value 5 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------|---------------------------------------------------|-------------------------------------|
| 1        | The project is a capital project, which enhances tourism such as, but not limited to, beautification. Examples of such potential projects might include coordinated refuse bins in shopping areas or enhancements to the highway arterial entrances to the City of Ontario such as shrubs, lighting or signage. |                                         |                                             |                                                   |                                     |
| 2        | Events that would attract attendees and participants from out of the area and would promote local tourism and business. Extra consideration will be given to multi-night events that necessitate over night lodging in the Ontario area.                                                                        |                                         |                                             |                                                   |                                     |
| 3        | Projects consisting of special area media promotions. These could include, among others, special brochures or videos or advertising co-op projects designed to extol the virtues of Ontario as a tourism, convention, cultural, or recreational destination.                                                    |                                         |                                             |                                                   |                                     |
| 4        | Projects related to the education and/or training of the Visitors and Conventions Director or Board members.                                                                                                                                                                                                    |                                         |                                             |                                                   |                                     |

### ADDITIONAL QUESTIONS

YES

NO

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Is this a not for profit project? |  |  |  |
|-----------------------------------|--|--|--|

TOTAL POINTS

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

POINT SYSTEM

- |             |                                                    |
|-------------|----------------------------------------------------|
| 0           | Unable to provide funding.                         |
| 1 through 3 | May provide funding with or without contingencies. |
| 4 through 5 | May provide funding with or without contingencies. |

Date:

10/03/19

## **Ontario V&C Minutes**

**August 1, 2019**

**7:00 am**

**Ontario Area Chamber of Commerce Office**

---

Meeting called to order at 7:00 am by Bob Quinn.

Roll Call – Debbie Blackaby, Cheryl Cruson, Doug Dean, John Hall, Bob Quinn, Dan Capron, City Manager Adam Brown, V&C Director John Breidenbach

Absent: Terry Dols

### **NEW BUSINESS**

#### Grant Request: Center for Nonprofit Stewardship

Kelly Poe presented the grant request for the Center for Nonprofit Stewardship. The third Eastern Oregon Nonprofit Conference, scheduled for September 26th, will be held in partnership with the Center for Nonprofit Stewardship. However, Four Rivers Healthy Community has struggled to maintain the conference due to lack of staff. The conference covers topics such as board development and financial accountability with interactive workshops and professional speakers. This conference poses as a great opportunity for Ontario to expose itself to the rest of Oregon.

Attendees typically spend the night in the area before the event while they shop at local stores and dine at local restaurants during their stay. There were between 200 and 300 guests at the last Eastern Oregon Nonprofit Conference. The frequency of the conference is currently set at every two years, but there is a desire to turn it into an annual event. Funds will be used to cover facility costs at Four Rivers Cultural Center and catering expenses for Matsy's.

Funds in the full amount of \$2,000.00 were approved for the Center for Nonprofit Stewardship. Moved by Cheryl Cruson and seconded by John Hall. Motion carried.

### **MINUTES/FINANCIALS**

The July 2019 minutes were reviewed; it was moved by Debbie Blackaby and seconded by Dan Capron to approve the minutes as presented. Motion carried. Financials were presented by John Hall. It was moved by Debbie Blackaby and seconded by Cheryl Cruson to approve the financials as presented. Motion carried.

### **V&C DIRECTOR'S REPORT**

The Airport Appreciation Day will have better job assignments for next year. It was an extremely successful event and 128 children were able to fly with the pilots. There is a possibility of a date change for future Airport Appreciation Days.

John Breidenbach has been participating in conference calls every Monday to help the new executive director of Eastern Oregon Visitors Association get acclimated to her position. He attended a board retreat in John Day on Monday and their board meeting was the following Tuesday. Several internal issues were solved and bylaws were revisited. EOVA will be making changes to the membership system. John Breidenbach will no longer be on the EOVA executive board but will remain on the board. There will be a hospitality training session on October 3<sup>rd</sup> at the Clarion Inn.



There are plans to make an event in October at the Lions Park. Plans to make the Winter Wonderland Parade more engaging are still underway.

Meeting adjourned.

**CITY OF ONTARIO  
VISITORS AND CONVENTIONS BOARD  
PROMOTIONS AND EVENT FUND  
BALANCES THROUGH  
DRAFT SEPTEMBER 2019**

| 2018                                            | RESOURCES    | EXPENSES     | BALANCE     |
|-------------------------------------------------|--------------|--------------|-------------|
| BALANCE FORWARD                                 | \$672,814.15 | \$648,724.98 | \$24,089.17 |
|                                                 |              |              |             |
| JULY<br><i>T.O.T. Disbursement -\$2500</i>      | \$2,500.00   | \$4,674.62   | \$21,914.55 |
| AUGUST<br><i>T.O.T. Disbursement -\$2500</i>    | \$2,500.00   | \$2,000.00   | \$22,414.55 |
| SEPTEMBER<br><i>T.O.T. Disbursement -\$2500</i> | \$2,500.00   | \$0.00       | \$24,414.55 |
| OCTOBER<br><i>T.O.T. Disbursement -\$2500</i>   |              |              | \$22,414.55 |
| NOVEMBER<br><i>T.O.T. Disbursement -\$2500</i>  |              |              | \$24,414.55 |
| DECEMBER<br><i>T.O.T. Disbursement -\$2500</i>  |              |              | \$22,414.55 |
|                                                 |              |              |             |
| 2019                                            |              |              |             |
| JANUARY<br><i>T.O.T. Disbursement -\$2500</i>   |              |              | \$22,414.55 |
| FEBRUARY<br><i>T.O.T. Disbursement -\$2500</i>  |              |              | \$22,414.55 |
| MARCH<br><i>T.O.T. Disbursement -\$2500</i>     |              |              | \$22,414.55 |
| APRIL<br><i>T.O.T. Disbursement -\$2500</i>     |              |              | \$22,414.55 |
| MAY<br><i>T.O.T. Disbursement -\$2500</i>       |              |              | \$22,414.55 |
| JUNE<br><i>T.O.T. Disbursement -\$2500</i>      |              |              | \$22,414.55 |
|                                                 |              |              |             |
| TOTAL FISCAL                                    | \$7,500.00   | \$6,674.62   |             |
|                                                 |              |              |             |
| ACCRUALS FROM JULY 1997<br>TO PRESENT           | \$680,314.15 | \$655,399.60 | \$24,914.55 |

**CITY OF ONTARIO  
VISITORS AND CONVENTIONS BOARD  
ACTIVITY SUMMARY  
BEGINNING SEPTEMBER 1997**

| DATE     | REQUESTOR                                                                                                                                  | REQUESTED     | GRANTED       | DISBURSED     |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|---------------|
| OCT 2018 | V & C BREAKFAST MEETING (10/04/18)<br><i>**Check #123765 dated 10/12/18**</i>                                                              | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| OCT 2018 | TREASURE VALLEY COMMUNITY COLLEGE RODEO TEAM<br>2018 TVCC CHUKAR RODEO                                                                     | \$ 2,000.00   | \$ 2,000.00   | \$ 2,000.00   |
| NOV 2018 | NO NEW ACTIVITY                                                                                                                            | \$ -          | \$ -          | \$ -          |
| DEC 2018 | V & C Breakfast Meeting (12/06/18)<br><i>**Invoiced 12/27/18 to be paid 12/28/18**<br/>Paid 12/28/19 - Check #124059</i>                   | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| JAN 2019 | NO NEW ACTIVITY                                                                                                                            | \$ -          | \$ -          | \$ -          |
| FEB 2019 | V & C Breakfast Meeting (02/07/19)<br><i>**Invoice Received 2/25/19 - Scheduled for 3/1/19 Payment**<br/>Paid 03/01/19 - Check #124342</i> | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| MAR 2019 | V & C Breakfast Meeting (3/8/19)<br><b>Paid 3/29/19 - Check #124459</b>                                                                    | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| MAR 2019 | Four Rivers Cultural Center<br>Tradition Keepers                                                                                           | \$ 4,000.00   | \$ 4,000.00   | \$ 4,000.00   |
| MAR 2019 | Malheur Coun ty Fair Board<br>3rd Annual County Fair Concert Series                                                                        | \$ 6,500.00   | \$ 5,000.00   | \$ 5,000.00   |
| MAR 2019 | Ontario Area Chamber of Commerce<br>Splash Pad Project                                                                                     | \$ 10,000.00  | \$ 5,000.00   | \$ 5,000.00   |
| APR 2019 | NO NEW ACTIVITY                                                                                                                            | -             | -             | -             |
| MAY 2019 | NO NEW ACTIVITY                                                                                                                            | \$ -          | \$ -          | \$ -          |
| JUN 2019 | V & C Breakfast Meeting (6/6/19)<br>Paid 6/7/19 - Check #124766                                                                            | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| JUL 2019 | Revitalize Ontario<br>2020 Tater Tot Festival                                                                                              | \$ 3,105.00   | \$ 3,105.00   | \$ 3,105.00   |
| JUL 2019 | Treasure Valley Community College<br>New Student Orientation                                                                               | \$ 1,500.00   | \$ 1,500.00   | \$ 1,500.00   |
| JUL 2019 | V & C Breakfast Meeting (07/11/19)<br>Paid 8/9/19 - Check #125021                                                                          | \$ 69.62      | \$ 69.62      | \$ 69.62      |
| AUG 2019 | Center for Nonprofit Stewardship<br>2019 Nonprofit Stewardship Conference                                                                  | \$ 2,000.00   | \$ 2,000.00   | \$ 2,000.00   |
| SEP 2019 | NO NEW ACTIVITY                                                                                                                            | \$ -          | \$ -          | \$ -          |
|          |                                                                                                                                            |               |               |               |
|          | 9/23/2019                                                                                                                                  | \$ 766,028.04 | \$ 639,632.77 | \$ 639,632.77 |