

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, OCTOBER 15, 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 11, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

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

5) CONSENT AGENDA

- A) Minutes:
09-05-2019 Work Session Minutes
09-17-2019 Council Meeting Minutes

6) SPECIAL ACTION

- A) Special Recognition: Officer Danielle Llamas

7) PRESENTATIONS

- A) Oregon Fish & Game
- B) Revitalize Ontario: Utility Wrap Art and Murals

8) OLD BUSINESS

- A) Resolution #2019-130: Airport Wastewater Extension
- B) Resolution #2019-133: Sidewalk Installation on Alameda Drive between 8th and 11th Avenues
- C) Airport Fiber Project
- D) Ordinance #2763-2019: Marijuana Employee Tax Amendment (First Reading)

9) NEW BUSINESS

- A) Resolution #2019-134: Bid Award: Camera Contract

10) DEPARTMENT HEAD UPDATES

- A) Police Department Quarterly Report

11) DISCUSSION ITEMS

- A) SRCI Water and Wastewater Contract

12) HAND-OUTS

- A) Check Register: September - October 11, 2019

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

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

13) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

14) ADJOURN



CITY COUNCIL WORK SESSION MINUTES September 5, 2019

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, September 5, 2019, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Michael Braden, Norm Crume, Freddy Rodriguez, and Ramon Palomo. Marty Justus was excused.

Members of staff present were Adam Brown, Tori Barnett, Dan Cummings, Terry Leighton, Kari Ott, Peter Hall, Cliff Leeper, Jon Esplin, and Dan Beaubien.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on September 3, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Request to add Item 10F, Code Enforcement, and Item 10G, Licensing of Dispensary Employees.

CRUME moved, CAPRON seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

SPECIAL ACTION

PERS Side Account

Mayor Hill stated he had asked the City Manager to put this check in front of the Council so that he could sign it and show it was \$1,243,103. The money was in addition to the regular PERS contributions that were made on behalf of the employees. In the past, it had risen to just over \$16M in arrears. This check was an assessment against that \$16M.

Adam Brown, City Manager, stated staff had received notification from the state that money would be matched by approximately \$500K. The current payment, in addition to the \$900K the city had paid last year, gave a bit over \$2M. PERS was going to be reevaluated during the next biennium.

PRESENTATION

Homelessness: Community in Action *(Document attached)*

Barb Higinbotham, Executive Director, presented. Also in attendance was Heather Echeveste.

Mayor Hill stated that many people wanted to assist the homeless, but not in their own backyards. There were approximately 190 homeless in this area; how many of those were mentally ill vs. drug related vs. people just down and out.

Ms. Higinbotham stated she did not have those numbers. She was aware of an incident over the past few days where almost 30 people were removed from someone's private property, and most were high drug and alcohol use, high risk probably for mental illness, and they absolutely could not take away someone's free will.

OLD BUSINESS**Move Council Meeting Time to 6:00 p.m.**

CRUME moved, CAPRON seconded, **TO CHANGE THE TUESDAY NIGHT COUNCIL MEETING FROM 7:00 P.M. TO 6:00 P.M., BEGINNING OCTOBER 1, 2019.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2019-131: Border Board Incentive Program Application

Adam Brown, City Manager, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-131, A RESOLUTION AUTHORIZING PARTICIPATION IN THE PROGRAMS OF THE EASTERN OREGON BORDER ECONOMIC DEVELOPMENT BOARD.** No vote.

Councilor Braden stated being the first to act set a good precedent. It showed the city was on board, and it was up to the Border Board to get the other entities to buy-in.

Mayor Hill stated he supported the program, but was hesitant to vote on it until all issues were hashed out.

Roll call vote: Braden-yes; Justus-out; Palomo-no; Crume-yes; Rodriguez-no; Capron-no; Hill-no. Motion failed 2/4/1.

Council consensus to bring the issue back before Council at the September 17th meeting.

Ordinance #2762-2019: Create OMC 7-7 "Public Smoking Restrictions" (First Reading)

Adam Brown, City Manager, presented.

BRADEN moved, CAPRON seconded, **THAT THE CITY COUNCIL ADOPT 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, ON FIRST READING BY TITLE ONLY.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-no; Capron-yes; Hill-yes. Motion carried 5/1/1.

Ordinance #2763-2019: Amend OMC 7-7, Add Section 3 "Prohibit Smoking on Public Facilities (First Reading)

Adam Brown, City Manager, presented.

BRADEN moved, CRUME seconded, **THAT THE CITY COUNCIL ADOPT ORDINANCE #2763-2019, AN ORDINANCE ADDING SECTION 7-7-3 UNDER TITLE 7 OF THE ONTARIO MUNICIPAL CODE PROHIBITING SMOKING ON CITY FACILITIES, ON FIRST READING BY TITLE ONLY.** No vote.

Councilor Crume asked for a clear definition of city facilities.

Mr. Brown stated after conferring with the City Attorney, the definition needed better clarification. Staff had meant for it to be only city campuses, not parking lots or alleys, etc. Staff would amend the definition in the first ordinance (#2762-2019), and the second ordinance, if that was the desire of the Council, wouldn't change. All the definitions were in the first ordinance.

CAPRON moved, CRUME seconded, **THAT THE COUNCIL TABLE THIS ACTION UNTIL THE SEPTEMBER 17TH MEETING.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

Council consensus to have the language of Ordinance #2764-2019 incorporated into Ordinance #2762-2019 when it came back before Council for potential adoption.

NEW BUSINESS**Appointment to Airport Committee: Alternate Position**

Applications were received from Toiresa Frazier and Barbara Brody.

CRUME moved, CAPRON seconded, **TO APPOINT BARBARA BRODY TO THE ALTERNATE POSITION ON THE ONTARIO AIRPORT COMMITTEE**. Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES**Financial Monthly Report** *(Attached)*

Kari Ott, Finance Director, presented.

Public Works Quarterly Report *(Attached)*

Cliff Leeper, Public Works Director, presented.

DISCUSSION ITEMS**Council Rules & Procedures Policy** *(Draft attached)*

Adam Brown, City Manager, stated this was before that the request of the Council. The document before them, barring the red, struck-out sections, or new content, this was the existing Council Rules of Order. He was not asking them to act on it at the current meeting, but to please review, digest, and provide feedback.

Councilor Braden commented that the section on Council decorum had been expanded quite a bit, speaking to the Sergeant-at-Arms and the removal for unruly behavior. At an LOC presentation, CIS highly recommended that that action never been taken, so he assumed that Mr. Brown was aware of that and was just covering their bases by including it. He was fine with it not being in there before. They really shouldn't remove anyone from the Council Chambers.

Mr. Brown stated it was a bad situation if they were having to make that decision, but to not have a policy where they were authorized to remove someone could also be potentially dangerous.

Council Strategic Plan *(Attached)*

Adam Brown, City Manager, presented.

Senator Merkley Water Legislation Bill

Mayor Hill stated he had received an email from Merkley's office, that he had passed on to the City Manager, and the email stated that Senator Merkley was a Chairman of some water committee that he had some authority over to include items that Oregon might want to see done. Mr. Brown was going to send out some recommendations, asking for money.

Mr. Brown stated when he reviewed the Bill, and the projects associated with it, many of them were dealing with water quality, shoreline restoration, preservation issues, and much of that came into play with the Snake River, where the homeless encampments were located. Some were actually burrowing into the side banks. There was human feces along the shoreline, and it could be a real mess down there. There was federal money available for those. He also wanted to meet with the Public Works Director, to review the NPDES, looking for projects. Many of the first five-year permits were studies, but some were inflow and infiltration.

Mayor Hill stated he had shared this with Senator Bentz, who told him to take the bike path clear to Nyssa. He told Senator Bentz we'd be working on our own for now.

SRCI Contract Update

Adam Brown, City Manager, stated they'd held some positive conversations with SRCI, both Department of Justice and Department of Corrections. They'd also talked about the contract at the last meeting with the Public Works Committee, who made the recommendation to not accept an extension without a tentative agreement, or the statement that some points had been agreed upon and the contract just needed to be reduced to writing. That was what staff presented to SRCI at their last meeting. During the phone conference, SRCI agreed to those stipulations. Mr. Sullivan worked with the state's attorney, and the first draft was currently before them.

Mayor Hill stated negotiations and extensions were fine, but bottom line, was the city going to receive more money, be static, or received less money?

Mr. Brown stated his belief was that wastewater would be less; however, the water would be an increase. Wastewater side was a decrease of approximately \$20K less per month; the water was not a dramatic increase.

Mr. Sullivan stated it was clear that after quite some time, the State of Oregon was finally accepting responsibility for the cost of doing the repairs on the water and wastewater infrastructure that was serving only SRCI. If the contract was worded correctly, the ratepayers would not be paying anything for the cost of doing repairs unique to SRCI water and wastewater treatment system.

CRUME moved, BRADEN seconded, **TO AMEND THE AGENDA TO INCLUDE ACTION ITEM INTERGOVERNMENT AGREEMENTS #1879 AND #5490.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

CRUME moved, CAPRON seconded, **TO APPROVE AMENDMENT #3 TO INTERGOVERNMENTAL AGREEMENT #1879 REGARDING THE WATER EXTENSION PROJECT.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

CRUME moved, CAPRON seconded, **TO APPROVE AMENDMENT #4 TO INTERGOVERNMENTAL AGREEMENT #5490 REGARDING THE WASTEWATER EXTENSION PROJECT.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

Airport Wastewater Extension

Adam Brown, City Manager, stated the estimate was over \$100K. The proposal was to extend the sewer which went past Fire Station 2, to the edge of the road leading into the Airport. It would go under the road, going South, connecting Life Flight, and an opportunity to connect the three large hangars that were in the Airport layout plan, connect the FBO, and also a spot where the TVCC students would likely be located.

Council consensus to place this item for action on the next Agenda.

Licensing of Dispensary Employees

Councilor Crume brought this forward based on some conversations from the community. The question was how fast was the city getting the employee background checks completed.

Mr. Brown stated the city had not prohibited anyone from opening, but the latest data he had was that staff had processed about one-third of the Burnt River Farms employee, so around 5 or 10 employees.

Councilor Crume stated he realized staff had not stopped anyone from opening, but the regulation stated background checks should be completed within two days. Was there any way to make it happen faster? How much faster could it happen if each police officer on duty that day had to do one background check a day? He was just searching for an answer to get it done timely. He didn't even know if it was appropriate for them to do.

Mr. Brown stated he wasn't sure how many were actually authorized to do a background check. He'd speak with Chief Romero about it. He didn't recall the exact amount to do the check, but staff was spending, from the Chief's perspective, close to \$220 that was being charged, in terms of hours.

Mayor Hill asked what they were looking for when they did a background check.

Mr. Sullivan stated if a potential employee had a felony conviction for a violation of distributing or possessing a Schedule One controlled substance.

Councilor Crume stated for example, if Hot Box opened next week, and as it was being done now, staff would not be able to certify any Hot Box employees, so what if one of his employees turns out to be bad. It didn't appear this was being done at a level he thought it should be. It needed to be done faster.

Mr. Sullivan informed the Council a city couldn't get sued for not doing something, unless there was a legal obligation to do it. Ontario did not have a legal obligation to conduct background checks on these employees.

Code Enforcement

Councilor Crume stated he was happy to hear that they were moving forward with hiring a second Code Enforcement Officer. However, were they going to be working the same shift?

Mr. Brown stated he was leaving that up to the discretion of the Chief, but believed there would be an off-set shift, allowing for greater coverage, along with six days a week.

Councilor Crume asked if when the Code Enforcement Officer was pulled into another situation, or emergency, etc., was he clocking out to do reserve officer work, or did he stay on the clock for regular shift work?

Mr. Brown stated the Code Enforcement Officer was pulled off that work on occasion as needed, but they did not clock out.

Councilor Crume stated if the Code Enforcement Officer was doing work as a reserve policeman, which was an unpaid position, was that particular officer being paid?

Mr. Brown stated the Chief used the Code Enforcement Officer for things outside of Code Enforcement during the regular business hours. He'd need to get with the Chief on the payment situation.

Councilor Crume stated it appeared the budget set aside for Code Enforcement was being used for that office to do actual police work. He struggled with the correctness of that.

Mr. Brown stated he shared that concern, but it didn't happen very often.

HAND-OUTS

Department Stats: *(Attached)*

Public Works: August 2019

Fire & Rescue: August 2019

Code Enforcement: August 2019

Police: August 2019

Minutes: *(Attached)*

County Court: August 7, 14, 2019

Public Works Committee: May 14, July 15, 2019

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Rodriguez stated he was beginning the planning stages for this year's haunted house, and encouraged anyone with any ideas, contact him.
- Councilor Rodriguez stated it was time for round two of the Ontario Hydrant Repaint Project. It was scheduled for Saturday, the 14th, Lion's Park, 8:00 a.m.
- Mayor Hill stated he and Councilor Capron had passed some letters to the City Manager.



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

An executive session was called at 9:05 p.m. under provisions of ORS 192.660(1)(e) to discuss real property issues. The Council reconvened into regular session at 9:36 p.m.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL GRANT AN EXTENSION TO OCTOBER 3, 2019, FOR THE PRICE OF \$5,000, AND TO KEEP THE ALREADY RECEIVED \$10,000 EARNEST MONEY AS NON-REFUNDABLE, ALONG WITH THE ADDITIONAL \$5,000.** Roll call vote: Braden-yes; Justus-out; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/0/1.

ADJOURN

CAPRON moved, PALOMO seconded, **THAT THE MEETING BE ADJOURNED.** Unanimous voice agreement. (8:58 p.m.)

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES September 17, 2019

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 7:00 p.m. on Tuesday, September 17, 2019, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Norm Crume, Michael Braden, Freddy Rodriguez, Ramon Palomo, and Marty Justus.

Members of staff present were Adam Brown, Corinna Hysell, Larry Sullivan, Terry Leighton, Kari Ott, Dan Cummings, Steven Romero, Peter Hall, and Cliff Leeper.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on September 13, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, CAPRON seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

CONSENT AGENDA

CAPRON moved, BRADEN seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED AUGUST 8, 2019, COUNCIL WORK SESSION MINUTES; AND AUGUST 20, 2019, COUNCIL MEETING MINUTES**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

OLD BUSINESS

Resolution #2019-132: Council Rules & Procedures Policy

Adam Brown, City Manager, presented.

Councilor Capron noted a correction to the meeting start time needed to be amended to 6:00 p.m.

CAPRON moved, JUSTUS seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-132, A RESOLUTION AMENDING THE RULES AND PROCEDURES OF THE ONTARIO CITY COUNCIL**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

Ordinance #2762-2019: Create OMC 7-7 "Public Smoking Restrictions" (First Reading)

Adam Brown, City Manager, presented.

CAPRON moved, CRUME seconded, **THAT THE CITY COUNCIL ADOPT 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**. Roll call vote: Crume-yes; Rodriguez-no; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2019-131: Border Board Incentive Program Participation

Adam Brown, City Manager, presented.

CRUME moved, JUSTUS seconded, **THAT THE COUNCIL ADOPT RESOLUTION #2019-131, A RESOLUTION AUTHORIZING PARTICIPATION IN THE PROGRAMS OF THE EASTERN OREGON BORDER ECONOMIC DEVELOPMENT BOARD.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

NEW BUSINESS**Liquor License Application: Second & Vine Bistro**

Jason Cooper, Police Lieutenant, presented.

CAPRON moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE GREATER PRIVILEGE FULL ON-PREMISES LIQUOR LICENSE APPLICATION FOR VINO BESO, LLC.** Roll call vote: Crume-yes; Rodriguez-no; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC HEARING(S)**Ordinance #2760-2019: An Ordinance Proclaiming the Annexation and Rezoning of 1918 Brady Circle, on First Reading**

It being the date advertised for public hearing on the matter of Ordinance #2760-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, JUSTUS seconded, **THAT THE CITY COUNCIL ACCEPTS THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON PLANNING ACTION 2019-04-45AZ AND APPROVE ORDINANCE #2760-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SW¼ NE¼, SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2760-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SW¼ NE¼, SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

Ordinance #2761-2019: An Ordinance Proclaiming the Annexation and Rezoning of a Parcel Located in the 1100 Block of NE 3rd Avenue on First Reading

It being the date advertised for public hearing on the matter of Ordinance #2761-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, or ex-parte contact.

Councilor Justus declared a Conflict of Interest as his business was dealing with this property.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CAPRON moved, PALOMO seconded, **THAT THE CITY COUNCIL ACCEPTS THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON PLANNING ACTION 2019-04-47AZ AND APPROVE ORDINANCE #2761-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SE¼ SE¼, SECTION 3, TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M., AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3 ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-abstain; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/0/1.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2761-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SE¼ SE¼, SECTION 3, TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M., AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-abstain; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/0/1.

DISCUSSION ITEMS

Petition for Sidewalk on Alameda Drive Between 8th and 11th Avenues

Adam Brown, City Manager, presented.

Council direction to add this item to the October 3, 2019, Work Session Agenda.

Reload Center Letter of Support

Adam Brown, City Manager, presented.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL SUPPORT THE SUBJECT OF A LETTER OF SUPPORT FOR THE TREASURE VALLEY RELOAD CENTER.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill read the sample letter into the record:

To Whom It May Concern, Subject: Letter of Support – Treasure Valley Reload Center

We are writing this letter to demonstrate our strong support and enthusiasm for Malheur County's application to the Special Public Works fund and the Regionally Significant Industrial Sites (RSIS) program through Business Oregon in the amount of \$5 million.

The Special Public Works fund is a low interest loan which will allow the County to purchase the remaining industrial land and for the design and construction of the water and sewer systems. Even more important is the fact the RSIS program will pay half of the income taxes back to the county once a business locates in the industrial park which will go toward repayment of the loan providing the company creates 25 jobs. RSIS can pay up to 100% of the principal, interest, and closing costs associated with the loan creating a complete forgiveness of the debt.

We believe this is a huge win for Malheur County in that the \$26 million secured for the reload center is already being leveraged to obtain significant additional funding for the purchase of more land and infrastructure.

The Treasure Valley Reload Center is going to have a tremendous impact on our local economy, and it is imperative we take full advantage of this opportunity. The County's decision to make application for the \$5 million dollars has our unwavering support.

Thank you for your consideration.

HAND-OUTS

Check Register: Attached

August 1 → September 12, 2019

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- ✓ Adam Brown stated the Marijuana Ad Hoc Committee would be meeting tomorrow at 7:00 p.m. Also, the Public Works Committee had also met. He had been unable to attend; however, he had been told that the Committee voiced some concerns regarding renewal of the SRCI Contract and the amount of it. He would be doing further research into that before bringing it back before Council.
- ✓ Councilor Crume informed Mr. Brown that the small trailer was back parked at the High School again.
- ✓ Councilor Crume stated he wanted to give a thank you for all of the members of the Planning Commission, and also thanked Mr. Newman (a PC Member) for attending the Council meetings. It seemed that Mr. Newman attended when there was action before the Council with a recommendation from the Planning Commission.
- ✓ Councilor Rodriguez thanked everyone who assisted with the fire hydrant repaint project. There was a great turn-out, and they'd painted around 45 hydrants, so about 100 for the summer.
- ✓ Councilor Rodriguez stated, as Mr. Brown had mentioned, tomorrow was the Marijuana Ad-Hoc Committee meeting, and there were several topics in the community, especially the \$200 fee for employees, as well as outdoor grows. Many community members were passionate about these issues, and he wanted to ensure the community was aware of the meeting.
- ✓ Mayor Hill stated through the efforts of Malheur County Poverty to Prosperity, they had received four metal laves and two milling machines delivered to Ontario High School last week, to begin a new program for machinists and industrial manufacturing.
- ✓ Councilor Capron stated it had been Councilor Rodriguez that led the charge on the fire hydrant painting project, and thanked him for all the hard work he had done.

ADJOURN

CRUME moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-yes; Capron-yes; Braden-yes; Hill-no. Motion carried 6/1/0. (8:41 p.m.)

ACCEPTED:**ATTEST**_____
Riley J. Hill, Mayor_____
Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
October 15, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2019-130: AIRPORT WASTEWATER EXTENSION

DATE: August 28, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2019-130, A RESOLUTION AMENDING THE BUDGET FOR THE AIRPORT WASTEWATER EXPANSION PROJECT; AND APPROVE THE JACOBS TASK ORDER TO DESIGN THE WASTEWATER EXPANSION.

SUMMARY:

The City has discussed sewer extension to the Airport for several years. The extension was intended to be included in the FY 2019-2020 budget, but was omitted. The targeted funding for the wastewater extension has always been the forgone Stellings Property earnest money deposit. The Treasure Valley Community College aviation program has a full class and will be seeking a more permanent home for their students and classrooms which makes the expansion more urgent.

BACKGROUND:

The City has been interested in extending sanitary sewer infrastructure at the airport for a number of years. Installation of the sanitary sewer is in response to continued requests for new construction including future classroom space for TVCC and hangars, as well as providing service to the existing Life Flight structure and FBO.

CURRENT SITUATION:

There is funding available from earnest money deposits from the Stellings Property to support the design and construction of the proposed sanitary sewer main and service lines or stubs to the existing Life Flight facility, FBO and for future hangars and classroom. The current request to Council covers the effort necessary to design the Construction Documents to be advertised for bid early in 2020. Construction cost estimating will be included in the design effort to develop construction budget needs.

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the Growth Goal, Airport strategy and Economy Strategy. Specifically plan includes a tactic to take water and sewer to strategic areas.
- B. **FINANCIAL** Jacobs design fee is a Not to Exceed amount of \$16,930. Construction costs are currently estimated at approximately \$135,000 to \$150,000; a more accurate cost estimate will be developed as design progresses. The costs for the wastewater extension were intended to be included in the FY 2019-2020 budget, but were omitted. The targeted funding for the wastewater extension has always been the forgone Stellings Property earnest money deposit.
- C. **TIMING** Approving the resolution now allows the design to move forward this fall, so that survey can be completed before snow and design can be developed with a plan to bid in early spring, typically resulting in better bids.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the City.

ALTERNATIVES:

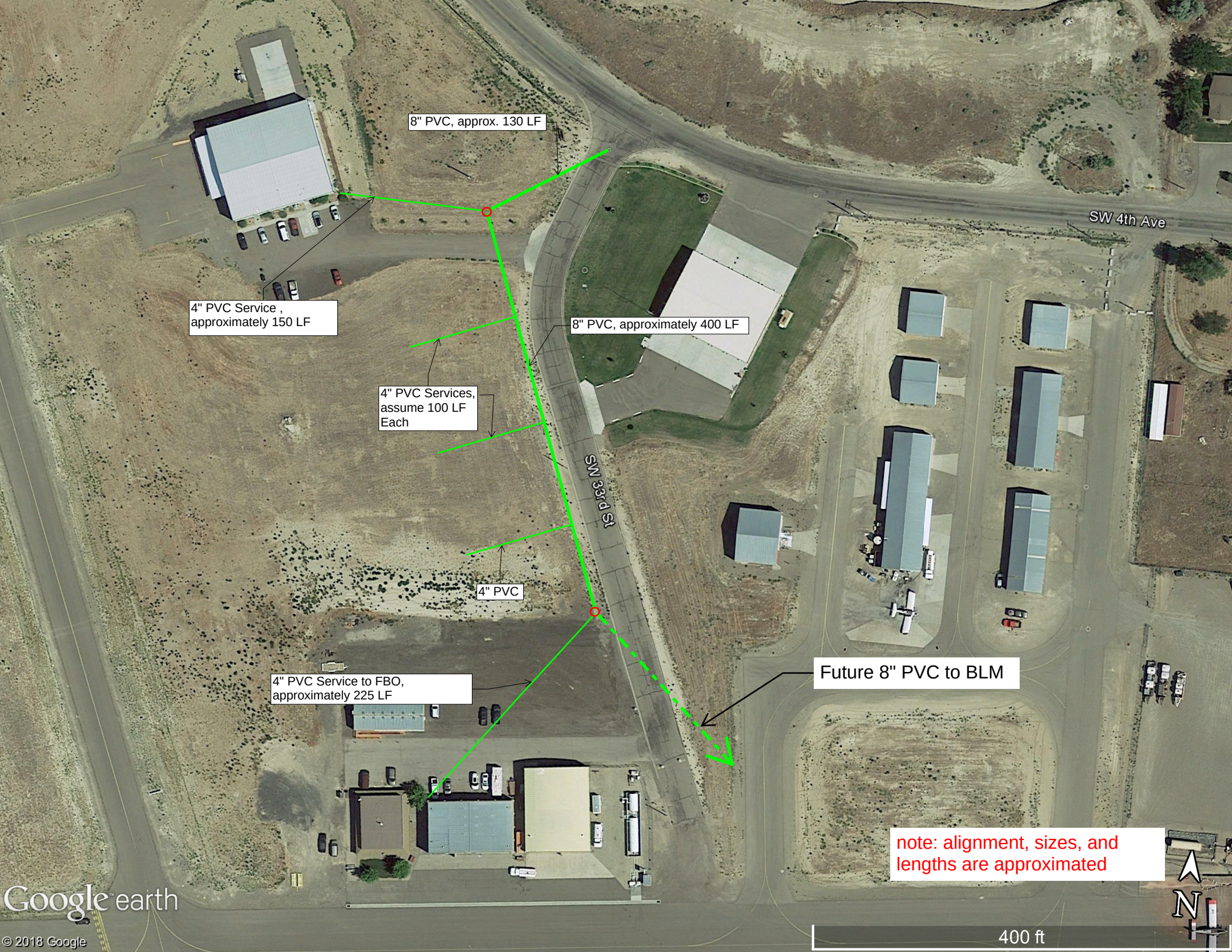
- 1. If the resolution is approved, the Jacobs Engineering team can begin design immediately, allowing for survey prior to snowfall, timely design, and an earlier bid timeframe.
- 2. If rejected, the project and strategic plan benefits will either not be realized or be significantly delayed, possibly increasing costs.

RECOMMENDATION:

Staff recommends that the City Council approve the Resolution to budget and appropriate the funds to approve the task order for survey and design for the Ontario Airport wastewater extension project.

ATTACHMENTS:

- 1. Airport_WWExtension_Figure V3 10 10 19
- 2. RES 2019-130_CC_AIRPORT WASTEWATER EXTENSION
- 3. TO_City_Jacobs Airport San Sewer Task Order_10 11 2019



8" PVC, approx. 130 LF

4" PVC Service ,
approximately 150 LF

8" PVC, approximately 400 LF

4" PVC Services,
assume 100 LF
Each

SW 33rd St

4" PVC

4" PVC Service to FBO,
approximately 225 LF

Future 8" PVC to BLM

note: alignment, sizes, and
lengths are approximated





RESOLUTION 2019-130

A RESOLUTION TO APPROPRIATE FUNDS FOR THE AIRPORT WASTEWATER EXPANSION PROJECT

- WHEREAS,** The City of Ontario desires to extend wastewater infrastructure at the airport in order to facilitate expansion at the airport; and
- WHEREAS,** Funds are available from the forgone Stelling property earnest money deposit, there is \$118,500 remaining from prior purchase contracts and \$10,000 from a recent earnest money deposit forgone; and
- WHEREAS,** The Treasure Valley Community College aviation program has a full class and will be seeking a more permanent home for their students and classrooms which makes the expansion urgent; and
- WHEREAS,** The City desires to modify the 2019-2020 Capital Projects Fund Special Projects Department 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
CAPITAL PROJECTS FUND – SPECIAL PROJECTS DEPARTMENT				
030-086-871000	Contingency	\$410,343	(\$118,500)	\$291,843
030-086-714124	Airport Wastewater Extension	\$ -	\$128,500	\$128,500
030-000-469600	Special Projects	\$ -	\$10,000	\$10,000

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

1999 Bryan Street, Suite 1200
Dallas, Texas 75201
United States
T +1.214.638.0145
www.jacobs.com

Ontario Airport Sanitary Sewer Extension

PREPARED FOR: Adam Brown
COPY TO: Cliff Leeper
PREPARED BY: Betsy Roberts
DATE: October 10, 2019

The purpose of this Out of Scope agreement (OOS) is to develop the design for the extension of sanitary sewer main through a portion of the Ontario Airport and to develop a set of Contract Documents that can be used for bidding purposes.

Scope of Work

Operations Management International, Inc. (Jacobs) will conduct a site visit to assess site conditions in preparation for developing the design of a gravity sewer main with stub outs for future hangars. During the site visit the engineering team will conduct a level survey to provide adequate elevation information for design purposes. If additional survey is necessary, it will be conducted under an amendment or by others.

Design will take into account the need to serve the BLM in the future and sanitary sewer main depth will be based on the ability to serve that site.

Design team will meet with City staff at 30% Preliminary Design review stage to confirm assumptions and layout.

Comments from City will be incorporated into Final Design. Final Design will be provided to City for final review. Final, printable set will be completed after review comments from Final Design meeting are incorporated.

Drawings will be developed using a CAD program. The Idaho Standards for Public Works Construction (ISPWC) will be the standard drawings and specifications for the project, as covered in the City's code. The Contract Documents will include drawings, specifications and contract language.

A Construction Cost Estimate will be developed at the Final Design phase.

This OOS will cover Bidding Services, including development of advertisement language, creating an electronic bidding site, answering bidder questions, and evaluating bids to provide recommendation of award.

Assumptions:

1. Jacobs staff will perform up a site visit to review site conditions.
2. Jacobs staff will conduct a level survey of the site. If additional survey is needed, it will be conducted through an amendment or a different agreement.
3. Jacobs staff will lay out final manhole locations in the field prior to construction as part of another OOS.
4. Contract documents will be developed electronically and will be printed as needed.
5. Cost for advertisement in the local paper will be covered by the City.
6. Jacobs will rent level for survey; cost will be passed through to City.

Deliverable:

Deliverable to the City includes a final stamped hard copy and electronic pdf copy of the Contract Documents and a construction cost estimate.

Up to 10 additional hard copies will be printed as needed for bidding purposes.

Compensation:

Total Project Fee for Design Services: \$16,930.00. This is a Time & Materials, Not To Exceed Amount. Notwithstanding Section A.15 of the Agreement, these Out of Scope services shall be billed at cost plus 15%

CH2M HILL Engineers, Inc.

City of Ontario

By: _____

Signature

By: _____

Signature

Date

Date



**AGENDA REPORT
OLD BUSINESS
October 15, 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 AVENUES**

DATE: October 14, 2019

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION 2019-133: A RESOLUTION TO APPROPRIATE FUNDS FOR THE ALAMEDA SIDEWALK PROJECT.

SUMMARY:

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.

BACKGROUND:

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

CURRENT SITUATION:

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.

The Council approved this resolution on October 3, 2019; however, there was a misunderstanding about where the funds were coming from and about some type of match. This would be paid for out of the General Fund Contingency and there is no match for the project.

ANALYSIS:

- A. **STRATEGIC PLAN** No Strategic Impact.
- B. **FINANCIAL** Estimated cost is approximately \$7,000. We would have to use contingency to create the sidewalk. We have \$282,930 in contingency.
- C. **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.
- D. **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 the Council approve Resolution #2019-133.

ATTACHMENTS:

- 1. Exhibit 1 Alameda Sidwalk Petition graphic (4)
- 2. Exhibit 2 Alameda crosswalk 2 (3)
- 3. RES 2019-133_CC_ALAMEDA SIDEWALK PROJECT (1)







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
GENERAL FUND				
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 15, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AIRPORT FIBER PROJECT

DATE: October 9, 2019

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 \$2,100 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 and when our current service contract runs out.

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 \$4,900. 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. Standard-MSA-2018 (1)
5. Ontario Airport Fiber ROI Analysis
6. PP_CC_Fiber Line_10 9 2019
7. City of Ontario Fixed Cost Bid 36 Months 10.11.19
8. City of Ontario Fixed Cost Bid 60 Months 10.11.19

	Business Service Agreement
	Date: 8/19/2019 7:23 AM

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

CUSTOMER COMPANY NAME	City of Ontario	AUTHORIZED CUSTOMER CONTACT:	Adam Brown
STREET ADDRESS:	444 SW 4th St	TELEPHONE:	(541) 881-3223
CITY/STATE/ZIP	Ontario, OR, 97914	EMAIL:	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	

Term Length: 60

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). 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.

	Business Service Agreement
	Date: 8/19/2019 7:26 AM

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

CUSTOMER COMPANY NAME	City of Ontario	AUTHORIZED CUSTOMER CONTACT:	Adam Brown
STREET ADDRESS:	444 SW 4th St	TELEPHONE:	(541) 881-3223
CITY/STATE/ZIP	Ontario, OR, 97914	EMAIL:	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	

Term Length: 60

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.

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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.

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(a)

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(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.

	Business Service Agreement
	Date: 8/19/2019 7:28 AM

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

CUSTOMER COMPANY NAME	City of Ontario	AUTHORIZED CUSTOMER CONTACT:	Adam Brown
STREET ADDRESS:	444 SW 4th St	TELEPHONE:	(541) 881-3223
CITY/STATE/ZIP	Ontario, OR, 97914	EMAIL:	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	

Term Length: 60

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). 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

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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.



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 30th 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 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.

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

	Monthly Reoccurring Charges (MRC)	Upfront Non-Recurring Charges	Monthly Savings	Annual Savings in MRC	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Option 1	\$ 998	\$ 2,950	\$ 100	\$ 1,200	\$ 1,200	\$ 2,400	\$ 3,600	\$ 4,800	\$ 6,000	\$ 7,200
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 Recurring Charges (MRC)	Upfront Non-Recurring Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total Over 5 Year
Option 1		\$ 998	\$ 2,950	\$ 14,926	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,976	\$ 62,830
Option 2		\$ 1,098	\$ 2,450	\$ 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

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

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



AIRPORT FIBER PROJECT

October 15, 2019

STRATEGIC PRIORITIES



STRATEGIC PRIORITIES



Growth Goal

- Airport Strategy
 - Grow the airport by connecting fiber



PROPOSALS RECEIVED



- The City received proposals from both Cable One and LS Networks
 - Both included taking fiber to the Airport and “lighting up” city hall
 - City Hall already has fiber to the building and was once using the fiber
 - Both gave options for the term of the agreement from 36 months to 60 months, with a better (MRC) cost for a longer term.

QUOTES



Quote One

City Hall and Airport	\$1,200
Per Month (MRC)	
Upfront Cost (NRC)	\$7,000

- 100Mbps Down

Quote Two

City Hall and Airport	\$998
Per Month (MRC)	
Upfront Cost (NRC)	\$4,900

- 100 Mbps Down and Up

60 Month Term

BUDGET



The Budget Committee and City Council approved a budget for the fiber project for \$24,000.

<u>Budget</u>	<u>\$24,000</u>
Fiber Connection	\$4,900
Fiber Connection to School and FBO	\$8,000
Antenna for service to addition customers	\$8,000
Other Costs, Equipment, and Contingency	\$3,100

FUTURE OPPORTUNITIES



- Use income from being an Internet Service Provider (ISP) at the airport to spread underground fiber service to the entire Airport property
- Manage our ISP at the Airport
- Savings on phone lines by switching to Voice Over Internet Protocol (VOIP)
- Unified Messaging

RECOMMENDATION



Approve the scope of work with LS Networks for a 60 month contract and the Masters Services Agreement to provide fiber to the Ontario Municipal Airport.



921 SW Washington St., Ste. 370
Portland OR 97205

Service Order

Order #
SO8255
Date
10/11/2019

Billing Address

Adam Brown
City of Ontario
444 SW 4th Street
Ontario OR 97914

Customer PO #	Account Manager
	Fisk, Lyman

Site Name	Service Address	Service Description	Term (months)	Ext. Amount
City Hall Airport Fire Station	444 SW 4th Avenue, Ontario, OR	100 MB Internet Access	36	1,098.00
	3288 SW 4th Avenue, Ontario, OR	Provisioning & Installation		5,900.00

Fixed cost bid. No additional costs to be applied to Provisioning & Installation or Monthly Recurring Cost (MRC).

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This Service Order is subject to the Master Services Agreement. In the event that LS Networks and Customer have not executed a 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 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 Customer's timely completion of the Technical Sheet associated with this Service Order, and Customer's 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: _____



921 SW Washington St., Ste. 370
Portland OR 97205

Service Order

Order #
SO8255
Date
10/11/2019

Billing Address

Adam Brown
City of Ontario
444 SW 4th Street
Ontario OR 97914

Customer PO #	Account Manager
	Fisk, Lyman

Site Name	Service Address	Service Description	Term (months)	Ext. Amount
City Hall Airport Fire Station	444 SW 4th Avenue, Ontario, OR	100 MB Internet Access	60	998.00
	3288 SW 4th Avenue, Ontario, OR	Provisioning & Installation		4,900.00

Fixed cost bid. No additional costs to be applied to Provisioning & Installation or Monthly Recurring Cost (MRC).

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This Service Order is subject to the Master Services Agreement. In the event that LS Networks and Customer have not executed a 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 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 Customer's timely completion of the Technical Sheet associated with this Service Order, and Customer's 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: _____



**AGENDA REPORT
OLD BUSINESS
October 15, 2019**

To: Mayor and City Council

FROM: Peter Hall, Human Resources Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2763-2019: MARIJUANA EMPLOYEE TAX AMENDMENT (FIRST READING)**

DATE: October 11, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE #2763-2019: AN ORDINANCE AMENDING SECTIONS 3-24-4, 3-24-5, AND 3-24-6 OF CHAPTER 24 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE FOR COLLECTION OF THE RETAIL MARIJUANA TAX, ON FIRST READING BY TITLE ONLY.

SUMMARY:

This amendment removes all language requiring a criminal background check for employees of a marijuana business and the associated \$220 fee for each employee.

BACKGROUND:

At the Marijuana ad hoc Committee meeting in September, the committee voted to recommend to council that the criminal background check for employees of a marijuana business and the associated \$220 per employee fee be removed from Chapter 24 of Title 3 of the Ontario Municipal Code for Collection of the Retail Marijuana Tax.

The recommendation was shared with the Council during the October 4, 2019 City Council Work Session. During that meeting, Council directed City staff to create an amendment reflecting the ad hoc committee's recommendation.

CURRENT SITUATION:

City staff and the City Attorney edited sections 3-24-4, 3-24-5, and 3-24-5 of Chapter 24 of Title 3 of the Ontario Municipal Code to reflect the recommendations of the Marijuana ad hoc Committee. City Council must pass Ordinance #2760-2019 for these changes to take effect.

ANALYSIS:

- A. **STRATEGIC PLAN** This ordinance has no strategic plan impact.
- B. **FINANCIAL** Passing this ordinance will remove the \$220 per employee fee for marijuana businesses. This fee is applied to marijuana businesses with more than five employees. The fee is paid for each new employee and is renewed annually.
- C. **TIMING** The amendment will go into place immediately upon passage of the ordinance.
- D. **POLICY/LEGAL** The amendment will eliminate the criminal background check for employees of a marijuana business and the associated \$220 per employee fee from Chapter 24 of Title 3 of the Ontario Municipal Code for Collection of the Retail Marijuana Tax.

ALTERNATIVES:

The Council may choose to not pass Ordinance #2763-2019 which will leave the background check for employees and the associated fees in place.

The Council could keep the background check but realign it with the 5-year timing of the OLCC worker permit.

RECOMMENDATION:

Staff recommends that Council approve Ordinance 2763-2019.

ATTACHMENTS:

1. Ord #2763-2019 Amending Marijuana Employee Tax



ORDINANCE 2763-2019

AN ORDINANCE AMENDING SECTIONS 3-24-4, 3-24-5, AND 3-24-6 OF CHAPTER 24 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE FOR COLLECTION OF THE RETAIL MARIJUANA TAX, ON FIRST READING BY TITLE ONLY

- WHEREAS,** Chapter 24 of Title 3 of the Ontario Municipal Code requires employees of marijuana businesses to apply for a criminal background check ; and
- WHEREAS,** Chapter 24 of Title 3 of the Ontario Municipal Code requires a \$220 annual fee for each employee for marijuana businesses with over 5 employees ; and
- WHEREAS,** The City of Ontario Marijuana ad hoc Committee recommends the removal of the employee criminal background check and its associated fees.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. Section 3-24-4 of Chapter 24 of Title 3 is hereby amended by amending the specific subsections identified hereinafter by deleting those portions that are stricken and by adding those portions that are underlined. If a specific subsection of Section 3-24-4 is not identified, that subsection is not amended.

3-24-4 LICENSE APPLICATION

- (A) Contents of Applications. Applications for new and renewed licenses must be submitted to the City Manager on forms provided by the City. A separate application must be submitted for each proposed dispensary. The initial or renewal application must include the following information:
1. Certification that the proposed marijuana business licensee is registered at that location with the State of Oregon.
 2. The applicant's name, residence address, and date of birth, with photo identification such as a driver's license or other government-issued identification.
 3. The names and residence addresses of:
 - a. Any person or legal entity that has an ownership interest in the marijuana business, including all principals of the applicant;
 - b. Any person or legal entity with a financial interest that has loaned or given money or real or personal property to the applicant, or principal of the applicant, for use by the marijuana business licensee within the preceding year;
 - c. Any person or legal entity that has leased real property to the applicant for use by the marijuana business and any person who manages that property; and
 - d. Any person who is anticipated at the time of the application to be an employee at the proposed marijuana business.
 4. The business name.
 5. The address and telephone number of the proposed marijuana business.
 6. The mailing address for correspondence about the license.
 7. A detailed description of the type, nature and extent of the business.

8. The proposed days and hours of operation.
9. A detailed description of the proposed accounting and inventory system of the marijuana business.
10. Certification that the marijuana business has met all applicable requirements of the City development code, land use code and sign code.
11. Certification that all applicable taxes and fees have been paid.
12. A complete application for a criminal background check for the applicant, and all principals, and persons with a financial interest, and employees of the proposed marijuana business.
13. The names of at least three natural persons who can give an informed account of the business and moral character of the applicant and principals.
14. The signature, under penalty of perjury, of the applicant, if a natural person, or otherwise the signature of an authorized agent of the applicant, if the applicant is other than a natural person.
15. Other information deemed necessary by the City Manager to complete review of the application.
16. Certification that one or more named natural persons who own at least 51% and have majority control of the marijuana business have, and will maintain, principal residences within the boundaries of the Ontario 8C School District throughout the term of the license. If, after obtaining a business license, the marijuana business falls out of compliance with the residency requirement during the license term for any reason, including as a result of a change in ownership or ownership percentage of the business or because one or more of the named persons have changed residences, the marijuana business shall immediately notify the City Manager, and may request a temporary waiver of the residency requirement. The City Manager may temporarily waive the residency requirement if the City Manager reasonably finds that there are extenuating circumstances beyond the reasonable control of the marijuana business and the marijuana business is taking reasonable steps to return to compliance. If a marijuana business otherwise fails to comply with this section at any time, the City Manager shall have the authority to deny, revoke or suspend the marijuana business license.

(B) Information Shall be Kept Current. All information provided in an initial or renewal application must be kept current at all times, including after a license is issued. Each licensee shall notify the City Manager in writing within ten business days of any change in the information provided to obtain the license.

Section 2. Section 3-24-5 of Chapter 24 of Title 3 is hereby amended by amending the specific subsections identified hereinafter by deleting those portions that are stricken and by adding those portions that are underlined. If a specific subsection of Section 3-24-5 is not identified, that subsection is not amended.

3-24-5 LICENSE DETERMINATION

- (A) Determination. Within 25 days after receiving a complete application and application fee, the City Manager will issue the license if the City Manager finds that the is properly licensed as a marijuana business licensee with the State of Oregon and that all other requirements under this Chapter have been met.
- (B) Denial. In addition to denial for failure to meet the requirements of this Chapter, the City Manager may deny a license if:
 1. The applicant made an untrue, misleading, or incomplete statement on, or in connection with, the application for the license or a previous application for a license;
 2. Notwithstanding the federal Controlled Substances Act, the applicant fails to meet all requirements of local, state, and federal laws and regulations, including, but not limited to, other permitting or licensing requirements and land use regulations; or

3. The applicant, principals, ~~employees,~~ or persons with a financial interest in the marijuana business have been convicted of a felony for the manufacture or delivery of a Schedule I or Schedule II controlled substance.
- (C) An applicant may appeal the City Manager's denial of a license in accordance with Section 3-24-12(B). Any aggrieved person may appeal the City Manager's issuance of a license in accordance with Section 3-24-12(B).

Section 3. Section 3-24-6 of Chapter 24 of Title 3 is hereby amended by amending the specific subsections identified hereinafter by deleting those portions that are stricken and by adding those portions that are underlined. If a specific subsection of Section 3-24-6 is not identified, that subsection is not amended.

3-24-6 APPLICATION FEE; BUSINESS LICENSE FEE

- (A) An initial license application and a renewal application must be accompanied by a nonrefundable application fee in the base amount of \$1,200_ ~~for a dispensary marijuana business with five or fewer employees. For dispensaries marijuana businesses with more than five employees and volunteers, the fee shall be the base fee plus \$220 for each additional employee or volunteer. If at any time the dispensary marijuana business employs a new employee or volunteer not named in the last application, the dispensary marijuana business shall pay the City a new fee of \$220 to screen that individual.~~ The City Council may revise the fee amount from time to time by resolution of the Council. A marijuana business whose sole license through the State of Oregon is as a medical marijuana producer must submit an application for a marijuana business but is exempt from the application fee.
- (B) Prior to issuance of an initial or renewal marijuana business license, the City Manager shall collect from each licensee a business license fee of \$5,000 annually. The City Council may revise the fee amount from time to time by resolution of the Council. A marijuana business licensee shall pay a separate marijuana license fee for each separate marijuana business location within the city limits. A marijuana business whose sole license through the State of Oregon is as a medical marijuana producer must possess a marijuana business license but is exempt from the business license fee.

EFFECTIVE DATE: Immediately upon passage.

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

AYES:

NAYS:

EXCUSED:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2019.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
October 15, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2019-134: BID AWARD: CAMERA CONTRACT**

DATE: August 26, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2019-134, A RESOLUTION BUDGETING AND APPROPRIATING FUNDS FOR THE CITY-WIDE CAMERA SECURITY PROJECT, AND AWARDING THE CONTRACT TO DAY WIRELESS FOR THE PURCHASE AND INSTALLATION OF THE VERKADA CAMERA SOLUTION FOR \$83,779.94.

SUMMARY:

The City has been looking at ways to expand the capability of the city police and staff to care for the city and its facilities for the past 18 months. An enterprise level camera system was proposed in the 2019-2020 budget process and received the support of the budget committee and city council. A reliable enterprise camera system is an essential tool in a 21st century city. Staff has concluded its due diligence procurement and is ready to provide a recommendation.

BACKGROUND:

City Staff began investigation into camera systems with artificial intelligence approximately 18 months ago. This began as a way to use technology to leverage our existing force. In the language of our police chief, to "force-multiply." With only modest growth in our property tax base, we must find ways of extending our eyes throughout the city beyond officers. This does not replace officers, but it does offer an improved level of efficiency for our officers. Our Police Chief is fully supportive and understands the power technology can play in extending his resources.

Staff has spent many hours researching different products. Staff formed a team to review the available products on the market and the degree of artificial intelligence available. The City wrote an RFP for an enterprise camera system. The City received four responses. Following that proposal staff determined a more refined RFP was needed to get more accurate numbers. We wrote a second RFP and asked three of the four businesses that responded to the first RFP

to provide a more detailed response.

CURRENT SITUATION:

The City received 3 bids to the second RFP. Two bids used a product named Avigilon which is a known camera in the municipal security monitoring. The third bid used a product named Verkada which is used heavily in the school market but more recently breaking into the municipal market. They were just awarded the City of Memphis, Tennessee. The three bids were received from Day Wireless, Alpine, and Tek-Hut.

A team of city staff from Public Works, Information Technology, Police, Administration, and the Airport have worked relentlessly on this project to come up with the package we have in front of the council now. We feel comfortable with technology and the vendor installing the system.

Both the Avigilon and Verkada product met the desired qualifications that we were looking for in an enterprise camera security system. Avigilon, however, was not a true cloud system because it still had onsite Network Video Recorders (NVR's) or in other words at each location there is a hard drive where images are processed and saved.

An enterprise system allows our public safety staff to pull up any camera in the city from any location through a computer or mobile device. The cameras can read license plates, identify movements of people or cars, make alerts based on artificial intelligence and more. Our primary objective with creating an enterprise system is to deter crime and when crime is committed to be able to follow up and resolve crimes more quickly.

Our preferred product, after evaluating the proposals, was Verkada. They are a true cloud solution. They allow endless user rights. The ease of installation for Verkada was the most simple of the two products tested. The artificial intelligence level is very high. The user can search through video for people, cars, gender, shirt color, or even people with backpacks just to name a few examples. Any new artificial intelligence rolled out will automatically be included in our service.

This year's funding of \$50,000 was meant to just replace what currently exists in our city facilities with the addition of two more locations. This bid will replace cameras in city hall, the wastewater plant, water plant, Beck Kiwanis Park, Airport, Lanterman Kiwanis Park (not currently covered), Laxson Park, and the Community Development Center (not currently covered). The end goal however is to use more cameras and artificial intelligence throughout the city where crime or accidents occur on a more frequent basis.

With this system we can add an infinite number of additional cameras incrementally over the coming years. Each camera will have its own permissions. So, for instance, the public works staff can have access to the water and wastewater facilities. The Airport Manager can have access to cameras at the airport. We can allow the State Police and Sheriff's Department with full access to any camera in the city. There is no limit to the number of users who can access

any given camera.

When we evaluated proposals, we found the installer of the Verkada proposal to not be responsible to their bid. Staff preferred the hardware from Verkada for multiple reasons stated above. The other contractor was able to install both Verkada and Avigilon so he worked with us to save the City approximately \$5,000 from both of the original bids to install the Verkada cameras.

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the desirability goal and strategic activity of funding projects to keep our public safety employees safe and equipped.
- B. **FINANCIAL** This project was budgeted \$50,000 from the public safety fund. In 2018-2019 we stopped a project to replace cameras at the wastewater plant for \$10,000. That same year we also stopped a project at the community development center so that it also could be included and integrated in with this city-wide project. Those funds were not carried over but returned to fund balance.

The City was offered a 40% discount on the hardware from Verkada (our preferred technology) with a 5-year cloud service contract. We are proposing that we take advantage of this offer by pre-paying the cloud service out of the public safety fund for general fund facilities which would be \$17,737.80.

The cost for general fund facilities for hardware and installation costs is \$42,397.38. There is a one time shipping and design cost of \$1,125 bringing the total cost for general fund facilities to \$43,522.

We propose that the hardware and prepaid cloud service costs for both the water and wastewater buildings be borne out of those funds respectively. The cost from the Water Fund would be \$11,586.28. The cost from the Wastewater Fund is \$10,933.48. The total cost of the project with the 5-year cloud service is \$83,779.94. Of that amount, \$24,449.40 is the prepaid cloud service.

- C. **TIMING** Day Wireless has been working with the city for many years. They are ready to begin the project immediately and are familiar with our facilities.
- D. **POLICY/LEGAL** City Council approval of the budget amendment and award of contract is needed to begin.

ALTERNATIVES:

Take No Action - Our current camera systems are not accessible by our police other than on site. All camera systems are disparate and stand alone at their location.

RECOMMENDATION:

Staff recommends approval of Resolution 2019-134 appropriating sufficient funds to cover the cost of the project and prepaying the cloud service for five years, and approval of the agreement with Day-Wireless for \$83,779.94 for the purchase and installation of the Verkada camera solution.

ATTACHMENTS:

1. RES 2019-134_CC_SECURITY CAMERAS
2. Quote_CC_Price for Ontario V4_10 15 19
3. SS_CC_security camera funding source_10 15 2019



RESOLUTION 2019-134

A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR THE SECURITY CAMERA PROJECT

- WHEREAS,** The City of Ontario has been working for the past 18 months on increasing security and putting an enterprise camera system in place for the city; and
- WHEREAS,** The 2018-2019 budget budgeted \$10,000 in the sewer fund for camera replacement, this project wasn't rolled forward to 2019-2020; and
- WHEREAS,** The 2019-2020 budget appropriated \$50,000 in the public safety fund to replace what currently exists in city facilities and two other areas; and
- WHEREAS,** After proposals were received, the vendor offered a 40% discount on hardware for pre-paying for 5-year cloud service, which was not foreseen in the budget but will save the city in upfront costs; and
- WHEREAS,** With the upfront cloud service and other funds an additional \$33,780 should be budgeted; and
- WHEREAS,** The City desires to modify the 2019-2020 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
RESERVE FUND - PUBLIC SAFETY DEPARTMENT				
055-131-712117	Camera System	\$50,000	\$11,261	\$61,261
055-131-871000	Contingency	\$481,687	(\$11,261)	\$470,426
WATER FUND				
105-160-719280	Security Upgrade	\$ -	\$11,587	\$11,587
105-160-871000	Contingency	\$888,270	(\$11,587)	\$876,683
SEWER FUND				
110-165-719311	Security Upgrade	\$ -	\$10,934	\$10,934
110-165-871000	Contingency	\$3,425,569	(\$10,934)	\$3,414,635

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

Quantity	Model Number	Description/Location	Cost Each	Total Equip. Cost	Equip. Cost per location	Labor Cost per location	Total Cost per location
		City Hall					
9	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$5,394.60			
9	D40-HW	5MP Dome with 128 degree view and	\$479.40	\$4,314.60			
9	ACC-MNT 1	Ext Dome Mount	\$35.40	\$318.60			
9	ACC-MNT2	Dome wall Mount	\$53.40	\$480.60			
4	CAT5E	CAT5E	\$149.00	\$596.00			
18	LIC-5Y	5 year cloud access	\$479.40	\$8,629.20			
1	DS-3E0326P-E	24 Port POE+ Switch	\$501.77	\$501.77			
					\$20,235.37	\$6,156.00	\$26,391.37
		Beck Kiwanis Park					
6	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$3,596.40			
6	ACC-MNT 1	Ext Dome Mount	\$35.40	\$212.40			
6	ACC-MNT 2	Ext Dome Mount	\$53.40	\$320.40			
1	AirLink RV55	AirLink Series Cellular Router	\$736.00	\$736.00			
1	CAT5E	CAT5E	\$149.00	\$149.00			
1	POE-SW800E	8 Port POE switch	\$183.08	\$183.08			
6	LIC-5Y	5 year cloud access	\$479.40	\$2,876.40			
2		Ubiquiti radio link	\$139.00	\$278.00			
					\$8,351.68	\$2,308.00	\$10,659.68
		Water Treatment Plant					
7	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$4,195.80			
7	ACC-MNT 1	Ext Dome Mount	\$35.40	\$247.80			
7	ACC-MNT 2	Ext Dome Mount	\$53.40	\$373.80			
2	CAT5E	CAT5E	\$149.00	\$298.00			
7	LIC-5Y	5 year cloud access	\$479.40	\$3,355.80			
2	Nanostation	Ubiquiti Radio Link	\$139.00	\$278.00			
1	POE-SW800E	8 Port POE switch	\$183.08	\$183.08			
					\$8,932.28	\$2,654.00	\$11,586.28

		Waste Water Treatmeant Plant					
6	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$3,596.40			
1	D40-HW	5MP Dome with 128 degree view and 15M IR	\$479.40	\$479.40			
6	ACC-MNT 1	Ext Dome Mount	\$35.40	\$212.40			
6	ACC-MNT 2	Ext Dome Mount	\$53.40	\$320.40			
2	CAT5E	CAT5E	\$149.00	\$298.00			
7	LIC-5Y	5 year cloud access	\$479.40	\$3,355.80			
1	POE-SW800E	8 Port POE switch	\$183.08	\$183.08			
					\$8,445.48	\$2,488.00	\$10,933.48
		Airport					
6	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$3,596.40			
6	ACC-MNT 1	Ext Dome Mount	\$35.40	\$212.40			
6	ACC-MNT 2	Ext Dome Mount	\$53.40	\$320.40			
1	CAT5E	CAT5E	\$149.00	\$149.00			
2		Ubiquiti Radio Link	\$139.00	\$278.00			
1	POE-SW800E	8 Port POE switch	\$183.08	\$183.08			
6	LIC-5Y	5 year cloud access	\$479.40	\$2,876.40			
					\$7,615.68	\$2,154.00	\$9,769.68
		Lanterman Park					
1	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$599.40			
1	AirLink RV55	AirLink Series Cellular Router	736.25	\$736.25			
1	ACC-MNT 1	Ext Dome Mount	\$35.40	\$35.40			
1	ACC-MNT 2	Ext Dome Mount	\$53.40	\$53.40			
1	CAT5E	CAT5E	\$149.00	\$149.00			
1	LIC-5Y	5 year cloud access	\$479.40	\$479.40			
					\$2,052.85	\$894.00	\$2,946.85

		Laxson Park					
2	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$1,198.80			
2	ACC-MNT 1	Ext Dome Mount	\$35.40	\$70.80			
2	ACC-MNT 2	Ext Dome Mount	\$53.40	\$106.80			
1	CAT5E	CAT5E	\$149.00	\$149.00			
1	AirLink RV55	AirLink Series Cellular Router	\$736.00	\$736.00			
2	LIC-5Y	5 year cloud access	\$479.40	\$958.80			
					\$3,220.20	\$894.00	\$4,114.20
		Community Dev. Center					
4	D50-HW	3MP Dome with 3x optical and 30M IR	\$599.40	\$2,397.60			
4	ACC-MNT 1	Ext Dome Mount	\$35.40	\$141.60			
4	ACC-MNT 2	Ext Dome Mount	\$53.40	\$213.60			
1	CAT5E	CAT5E	\$149.00	\$149.00			
4	LIC-5Y	5 year cloud access	\$479.40	\$1,917.60			
					\$4,819.40	\$1,434.00	\$6,253.40
1		Shipping and System Design					\$1,125.00
		Sales Tax not Included					
		Total Equipment + labor + 1 year Cloud Access		\$63,672.94		\$18,982.00	\$83,779.94

Funding Sources for Enterprise Camera Security System

General Fund Facilities	Hardware	5-Year Cloud	Installation	Total	Public Safety Fund	Public Safety Fund
City Hall	\$ 11,606.17	\$ 8,629.20	\$ 6,156.00	\$ 26,391.37		Pre-pay 5-year
Beck Kiwanis Park	\$ 5,475.28	\$ 2,876.40	\$ 2,308.00	\$ 10,659.68		cloud service for
Airport	\$ 4,739.28	\$ 2,876.40	\$ 2,154.00	\$ 9,769.68		40% hardware
Lanterman Park	\$ 1,573.45	\$ 479.40	\$ 894.00	\$ 2,946.85		discount
Laxson Park	\$ 2,261.40	\$ 958.80	\$ 894.00	\$ 4,114.20		
Community Development Center	\$ 2,901.80	\$ 1,917.60	\$ 1,434.00	\$ 6,253.40		
Total General Fund	\$ 28,557.38	\$ 17,737.80	\$ 13,840.00	\$ 60,135.18	\$ 42,397.38	\$ 17,737.80
Water Fund					Water Fund	
Water Treatment Plant	\$ 5,576.48	\$ 3,355.80	\$ 2,654.00	\$ 11,586.28		
Total	\$ 5,576.48	\$ 3,355.80	\$ 2,654.00	\$ 11,586.28	\$ 11,586.28	
Wastewater Fund					Wastewater Fund	
Waste Water Treatment Plant	\$ 5,089.68	\$ 3,355.80	\$ 2,488.00	\$ 10,933.48		
Total	\$ 5,089.68	\$ 3,355.80	\$ 2,488.00	\$ 10,933.48	\$ 10,933.48	
Shipping and Design				\$ 1,125.00	Public Safety Fund	
					\$ 1,125.00	
Grand Total	\$ 39,223.54	\$ 24,449.40	\$ 18,982.00	\$ 83,779.94		
Total General Fund					\$ 43,522.38	

Quarter 3 2019

Ontario Police
Department
Quarterly Report
July-September 2019



TEAM MEMBER UPDATES

Introducing...

Officer Tyler Bullington

- Lateral from Payette County Sheriffs Office



Introducing...

Officer Aaron Phillips 09-06-19



Community Recognition

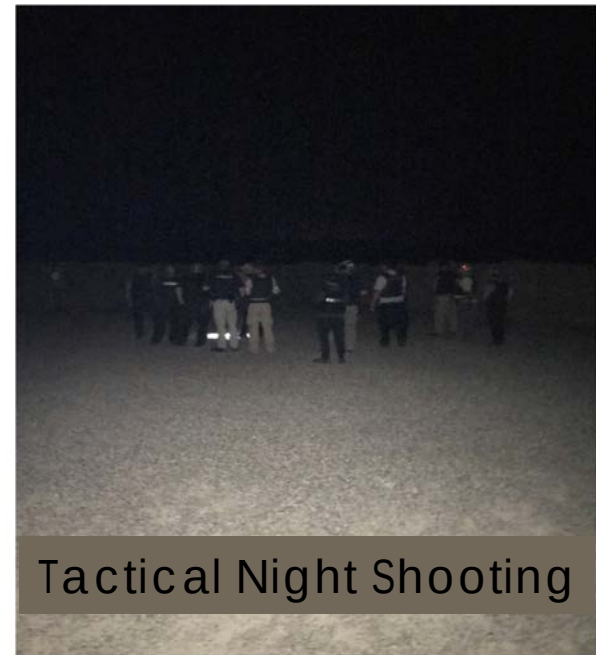
Dear Chief Steven Romero,

I am pleased to inform you that Danielle Llamas from your agency has been nominated and selected to receive the OPOA Life Saving Award at the upcoming Oregon Peace Officers Association Awards Banquet that will be held on Friday, November 15th, 2019 at the Spirit Mountain Conference Center.



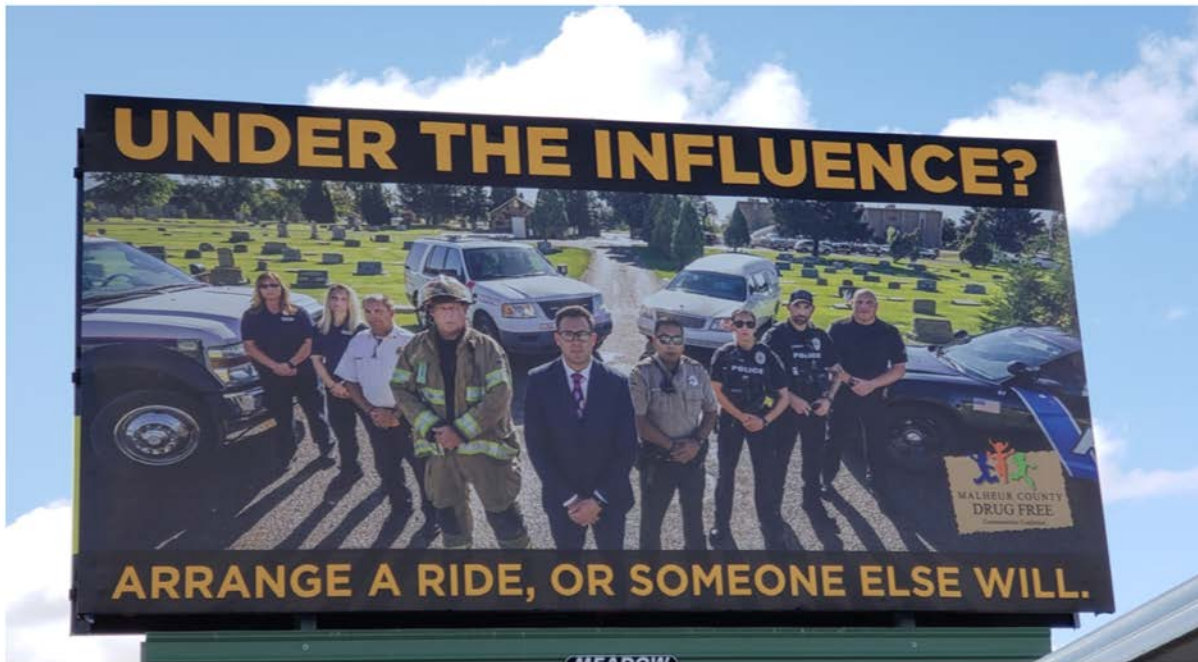
Officer Danielle Llamas

Training and Development



OPD Training & Development Center

Anti-Drug Campaign Billboard July 2019



1909 SW 4th Ave, Ontario, OR

Officer Danielle Llamas, Sam D'Addabbo and Lieutenant Cooper

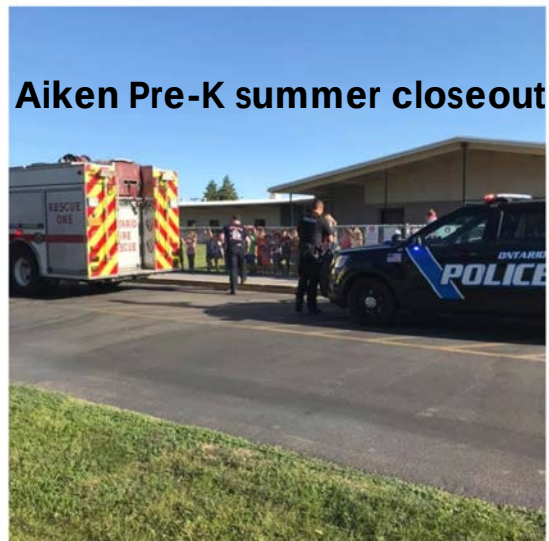
Photograph by: Dallas Brockett

Community Policing Activities

Airport Appreciation Day July 2019



Elementary School Events July 2019



Aiken Pre-K summer closeout

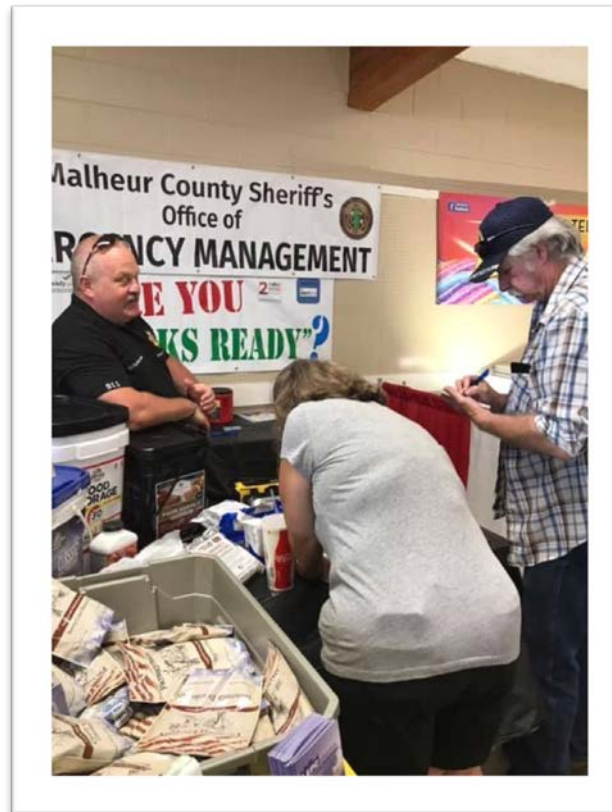


District Open House

Chief Romero and Dallas Brockett

Malheur County Fair

July - August 2019



Chief Romero partnered with Lt. Rich Harriman at EM booth

Youth Outreach Firehouse Wrestling Event August 2019



Chief Romero and Eric Montoya (Albuquerque PD)

Farmworker Appreciation Day
Lions Park
August 2019



Officer(s) Jeremy Jones and Brian Cook

9/11 Remembrance Day

September 11, 2019



Community coming together. Great support!

Color Run

September 2019



Officer Tomas Elizondo and Sheri Smith attended a safety event at the Treasure Valley Relief Nursery on Sept. 25th. Both interacted with the children there and also read books to them.



Chief Romero and his wrestlers volunteered at TVRN's Color Run September 28, 2019.

Hands Around The Park



Other Community Policing Events...



- ✓ **Ontario Elks Club fundraiser golf tournament (July 2019)**
Chief Romero, Lt. Cooper, Sgt. Grimaldo, and Ordinance Officer Brockett
- ✓ **Story Time at Four Rivers Cultural Center (Sept. 2019)**
Officer Tom Elizondo
- ✓ **Annual “Jog-a-thon” fund raiser at the Pioneer Elementary School (Sept. 2019)**
Officer Skylar Johnson
- ✓ **OPD/OFD Car Seat Fitting Station (July-Sept. 2019)**
Sheri Smith

Organizational Achievements



- ✓ OPD was awarded a \$3,000.00 Traffic safety grant for the 2020 year. The grant application was submitted by Lieutenant Jason Cooper. It will be used to enhance public safety OT traffic operations and help educate the motoring public.
- ✓ OPD was awarded \$3,500.00 through the US Department of Justice-BVP grant. The grant application was submitted back in May by Lieutenant Jason Cooper. It is specifically used to assist with funding new and/or replacement ballistic armor duty vests for Officers between (2019-2021).
- ✓ Lieutenant Cooper applied for a community grant in the amount of \$2,500.00, which if awarded, will be used to help fund the annual Christmas "Shop with a Cop" event at Wal-Mart in December.
- ✓ Chief Romero successfully launched his outreach initiative "Minute with the Chief" on Social Media.

Ordinance Enforcement



627 Fortner St – Derelict
Structure & Weeds/Garbage &
Transient Issues



SW 4th Ave – Parking
Issues

Ordinance Enforcement



1142 Pine Place

Questions/Comments?



Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 10/11/2019 10:41 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
125137	&525	American Staffing, Inc.	09/06/2019	305.49
125138	037600	AT&T	09/06/2019	22.34
125139	626400	Campo & Poole Distributing, LLC	09/06/2019	8,087.53
125140	637828	Century Link Communications, LLC	09/06/2019	102.62
125141	879247	Day Wireless Systems	09/06/2019	765.20
125142	520400	Dorman's, Inc.	09/06/2019	51.71
125143	878915	Jacobs	09/06/2019	446,760.04
125144	602320	NAPA Auto Parts	09/06/2019	5.49
125145	501200	Norm's Auto Electric	09/06/2019	398.58
125146	572000	Ontario Sanitary Service, Inc.	09/06/2019	313.06
125147	242083	State of Oregon Department of Transportati	09/06/2019	3.00
125148	614087	PORAC LDF	09/06/2019	345.00
125149	642093	Red's Automotive Repair, Inc.	09/06/2019	229.28
125150	689005	Chad Sombke, Ph.D., PC	09/06/2019	400.00
125151	130950	Sparklight Business	09/06/2019	458.65
125152	878931	Tire Factory of Ontario	09/06/2019	230.00
125153	788402	TransUnion Risk & Alternative Data Soluti	09/06/2019	140.00
125154	879151	Waste-Pro	09/06/2019	50.00
125155	774001	Wtechlink	09/06/2019	300.00
125156	UB*11672	MARCOS AMAYA \$	09/06/2019	58.01
125157	010500	Tori Barnett	09/06/2019	160.50
125158	879408	Sam D'Addabbo	09/06/2019	260.50
125159	879189	Chief Terry Leighton	09/06/2019	211.95
125160	UB*11671	CHRISTOPHER MARTIN	09/06/2019	61.23
125161	UB*11670	ALLEN MCCONATHY	09/06/2019	91.52
125162	879322	Eduardo Mendoza	09/06/2019	99.98
125163	PHELPS	Scott Phelps	09/06/2019	125.00
Total for 9/6/2019:				460,036.68
125164	818000	U S POSTMASTER	09/09/2019	470.00
Total for 9/9/2019:				470.00
125165	480000	911 Supply	09/13/2019	155.00
125166	879130	Ani-Care Animal Shelter, Inc.	09/13/2019	1,370.08
125167	033300	Argus Observer	09/13/2019	241.34
125168	144000	Cascade Natural Gas Corporation	09/13/2019	34.32
125169	879409	Central Oregon Conference	09/13/2019	210.00
125170	637830	Century Link	09/13/2019	475.65
125171	634311	Frazier Aviation, LLC	09/13/2019	425.00
125172	360015	Home Depot Credit Services	09/13/2019	153.41
125173	382005	Interpath Laboratory, Inc.	09/13/2019	47.25
125174	878915	Jacobs	09/13/2019	449,726.35
125175	879191	Kristy's Custom Sewing	09/13/2019	96.00
125176	436000	Lindsay Eco Water	09/13/2019	12.00
125177	441140	Looks Nu, Inc.	09/13/2019	145.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125178	456402	Malheur County Clerk	09/13/2019	361.00
125179	454410	Malheur Enterprise	09/13/2019	40.00
125180	879225	Malheur Media, LLC	09/13/2019	74.96
125181	879301	Net Assets Corporation	09/13/2019	264.00
125182	500400	Norco, Inc.	09/13/2019	26.32
125183	582200	Oregon Association Chiefs of Police	09/13/2019	22.00
125184	516494	State of Oregon Department of Transportati	09/13/2019	1,219.96
125185	528405	Oster Professional Group, LLC	09/13/2019	24,264.33
125186	879393	PortaPros, LLC	09/13/2019	95.00
125187	642093	Red's Automotive Repair, Inc.	09/13/2019	426.00
125188	130950	Sparklight Business	09/13/2019	63.75
125189	702008	Staples Business Credit	09/13/2019	1,409.38
125190	&357	Larry A. Sullivan	09/13/2019	2,112.50
125191	878957	Valli Information Systems, Inc.	09/13/2019	1,973.94
125192	21847	Vern's Custom Ranch Construction	09/13/2019	1,000.00
125193	405947	Ben Esplin	09/13/2019	164.50
125194	&260	Four Rivers Cultural Center	09/13/2019	29,953.90
125195	879318	Peter Hall	09/13/2019	153.50
125196	539200	Ontario Area Chamber of Commerce	09/13/2019	23,925.08
Total for 9/13/2019:				540,641.52
125197	336784	G.W., Inc.	09/16/2019	1,437.00
125198	368200	Hughes Fire Equipment, Inc.	09/16/2019	1,558.20
125199	879410	Idaho Power	09/16/2019	1,369.86
125200	451593	Malheur Council on Aging & Community S	09/16/2019	10,000.00
125201	583450	State of Oregon Dept of Corrections	09/16/2019	4,130.00
125202	879166	Pitney Bowes Global Financial Services, LI	09/16/2019	953.25
Total for 9/16/2019:				19,448.31
ACH	PRFED	PAYROLL TAXES	09/17/2019	400.28
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	09/17/2019	1.90
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	09/17/2019	105.25
ACH	PRPERS	OREGON PERS	09/17/2019	577.33
Total for 9/17/2019:				1,084.76
125203	&525	American Staffing, Inc.	09/20/2019	197.67
125204	626400	Campo & Poole Distributing, LLC	09/20/2019	3,489.29
125205	879191	Kristy's Custom Sewing	09/20/2019	96.00
125206	461500	MetroQuip, Inc.	09/20/2019	56,464.00
125207	879087	Adam Brown	09/20/2019	115.50
125208	879189	Chief Terry Leighton	09/20/2019	75.60
125209	451750	Malheur County Sheriff's Office	09/20/2019	263.12
125210	832852	Wells Fargo Business Elite Card	09/20/2019	10,900.01
Total for 9/20/2019:				71,601.19
125211	879133	Community in Action	09/23/2019	84,329.00
125212	879146	Toshiba Financial Services	09/23/2019	656.81
Total for 9/23/2019:				84,985.81
125213	879236	Ramon Palomo	09/24/2019	167.50
125214	879411	Freddy Rodriguez	09/24/2019	219.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125215	879146	Toshiba Financial Services	09/24/2019	1,721.89
Total for 9/24/2019:				2,108.89
125216	028000	Anderson Perry & Associates, Inc.	09/27/2019	24,500.00
125217	879212	Uniforms 2 Gear	09/27/2019	526.64
125218	&525	American Staffing, Inc.	09/27/2019	548.09
125219	028000	Anderson Perry & Associates, Inc.	09/27/2019	10,000.00
125220	637830	Century Link	09/27/2019	739.09
125221	376000	Idaho Power	09/27/2019	2,240.72
125222	420000	John Deere Financial	09/27/2019	262.56
125223	408200	J-U-B Engineers, Inc.	09/27/2019	11,018.00
125224	879191	Kristy's Custom Sewing	09/27/2019	59.00
125225	428200	League of Oregon Cities	09/27/2019	20.00
125226	879328	Malheur County GIS	09/27/2019	100.00
125227	879225	Malheur Media, LLC	09/27/2019	74.96
125228	532000	Ontario Bearing & Hydraulic, Inc.	09/27/2019	55.76
125229	583450	State of Oregon Dept of Corrections	09/27/2019	2,360.00
125230	642093	Red's Automotive Repair, Inc.	09/27/2019	233.65
125231	462397	SF Mobile-Vision, Inc.	09/27/2019	308.36
125232	686822	Sprint	09/27/2019	52.54
125233	879138	Stantec Consulting Services, Inc.	09/27/2019	4,377.00
125234	702008	Staples Business Credit	09/27/2019	122.59
125235	878957	Valli Information Systems, Inc.	09/27/2019	200.27
125236	288897	Verizon	09/27/2019	1,893.10
125237	879252	Daniel Beaubien	09/27/2019	475.50
125238	879412	Jody Leavitt	09/27/2019	127.92
125239	UB*11673	DENNIS MONTGOMERY	09/27/2019	82.91
Total for 9/27/2019:				60,378.66
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	09/30/2019	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	09/30/2019	225.00
ACH	PRCCIS	E B S TRUST	09/30/2019	68,847.05
ACH	PRCOLONI	COLONIAL LIFE	09/30/2019	1,030.19
ACH	PRFED	PAYROLL TAXES	09/30/2019	67,519.03
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	09/30/2019	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	09/30/2019	1,176.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	09/30/2019	268.40
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	09/30/2019	18,484.66
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	09/30/2019	2,100.00
ACH	PRPERS	OREGON PERS	09/30/2019	92,627.70
125240	PRICMA	I C M A RETIREMENT TRUST 457	09/30/2019	300.00
125241	PRLINC	LINCOLN NATIONAL LIFE INS CO	09/30/2019	350.00
125242	PRSFIRE	UMPQUA BANK	09/30/2019	360.00
Total for 9/30/2019:				254,462.25
125243	033300	Argus Observer	10/04/2019	192.40
125244	037600	AT&T	10/04/2019	22.34
125245	130624	B & W Car Wash	10/04/2019	3.00
125246	626400	Campo & Poole Distributing, LLC	10/04/2019	3,848.11
125247	192000	CDW Government	10/04/2019	837.54
125248	364000	Clarion Inn	10/04/2019	25.50
125249	879247	Day Wireless Systems	10/04/2019	470.00
125250	360015	Home Depot Credit Services	10/04/2019	122.85

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125251	376000	Idaho Power	10/04/2019	2,473.34
125252	436000	Lindsay Eco Water	10/04/2019	12.00
125253	602320	NAPA Auto Parts	10/04/2019	48.55
125254	572000	Ontario Sanitary Service, Inc.	10/04/2019	313.06
125255	232058	State of Oregon Dept of Administrative Ser	10/04/2019	1,000.00
125256	333809	State of Oregon Government Ethics Commi	10/04/2019	768.41
125257	642093	Red's Automotive Repair, Inc.	10/04/2019	167.10
125258	879145	Silver Signet, LLC	10/04/2019	61.70
125259	738002	Symbol Arts, LLC	10/04/2019	135.00
125260	879146	Toshiba Financial Services	10/04/2019	1,722.02
125261	788402	TransUnion Risk & Alternative Data Soluti	10/04/2019	140.00
125262	879413	Treasure Valley Custom Upholstery	10/04/2019	315.00
125263	879400	Treetop Products, Inc.	10/04/2019	5,368.71
125264	774001	Wtechlink	10/04/2019	300.00
125265	UB*11674	AMERICAN CONSTRUCTION	10/04/2019	40.79
125266	&260	Four Rivers Cultural Center	10/04/2019	27,256.74
125267	UB*11677	AMY GLUCH	10/04/2019	77.89
125268	879299	Dwayne Holloway	10/04/2019	106.75
125269	539200	Ontario Area Chamber of Commerce	10/04/2019	22,190.84
125270	684622	Marcy Siriwardene	10/04/2019	106.75
125271	UB*11676	CODY & BROOKE STONE	10/04/2019	44.31
125272	738001	James Swank	10/04/2019	51.99
125273	UB*11675	JESUS TALAVERA	10/04/2019	264.71
Total for 10/4/2019:				68,487.40
Report Total (152 checks):				1,563,705.47